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| <b>A.</b> Call to Order  | Johnny Gardner, Chairman |
| <b>B.</b> Invocation   | Mr. Howard               |
| <b>C.</b> Pledge of Allegiance                                   | Mr. Loftus               |
| <b>D.</b> Public Input (Sign-up Required)                        |                          |
| <b>E.</b> Approval of Agenda Contents                            |                          |
| <b>F.</b> Approval of Minutes: Regular Meeting, November 1, 2022 |                          |
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## **G. CONSENT AGENDA**

1. Third Reading on the following Ordinances to approve the request to amend the official zoning map:
  - Ord 119-2022** Andrew Glover, agent for Mariam Miles (Mr. Loftus)
  - Ord 120-2022** Diamond Shores, agent for Inshore Holdings LLC (Mr. Loftus)
  - Ord 121-2022** Jacob Dooley, agent for Raptis Co LLC (Mr. Crawford)
  - Ord 122-2022** G3 Engineering, agent for Kathy Kelley & Rhonda Ellis (Mr. Causey)
  - Ord 123-2022** G3 Engineering, agent for Beach Flowers & BTW Holdings (Mr. Causey)
  - Ord 124-2022** Diamond Shores, agent for Dennis Coats & Blenda Harris (Mr. Causey)
  - Ord 125-2022** Diamond Shores, agent for Scope Holdings LLC (Mr. Hardee)
2. Third Reading – **Ordinance 126-2022** approving & authorizing the county administrator to execute a lease agreement with Leadership in Flight Training Academy for property located at MYR. (Favorable, I&R Comm)
3. Third Reading – **Ordinance 127-2022** to amend the Land Development Regulations of the Horry County Code. (Favorable, I&R Comm)
4. Third Reading – **Ordinance 128-2022** to amend the Horry County Zoning Ordinance pertaining to criteria for the designation of historic trees. (Favorable, I&R Comm)
5. Third Reading – **Ordinance 129-2022** to approve the Coates Road Agreement with Handfield LLC for approximately 1700 linear feet of road improvements located on Coates Road off SC Hwy 90. (Mr. Jordan)
6. Third Reading – **Ordinance 130-2022** to approve the Long Bay Road Agreement with Beazer Homes LLC for approximately 6120 linear feet of road improvements located on Long Bay Road off SC Hwy 90. (Mr. Jordan)
7. First Reading – **Ordinance 133-2022** to approve the request of Thomas & Hutton, agent for Archie Howell, Jr. et al, to amend the official zoning maps. (Mr. Loftus)
8. **Community Benefit Fund Resolution 35-2022** allocating \$9,000 to the Horry County Police Department for the Shop With A Cop Christmas program. (Not reviewed by Administration Comm)

## **H. PRESENTATIONS / RESOLUTIONS**

9. **Resolution R-132-2022** to approve the application to the SC Opioid Recovery Fund Board for the guaranteed political subdivision subfund and authorize and appropriate opioid settlement funds for FY 2023. (Mr. Spivey)
10. **Resolution R-133-2022** to express County Council's desire to increase local vendor participation in Horry County purchases, bids, requests for qualifications, and requests for proposals. (Mr. Spivey)

## **I. READING OF ORDINANCES**

11. Second Reading – **Ordinance 131-2022** to authorize and approve the execution and delivery of a Fee Agreement between Horry County, South Carolina and a company identified for the time being as Project Free; providing for the payment of a Fee-In-Lieu of Taxes; and to provide for other matters related thereto. (Favorable, Administration Comm)
12. First Reading on the following Ordinances to approve the request to amend the official zoning maps: (**Planning Commission recommends disapproval on each Ordinance**)
  - Ord 134-2022** Henry Merino et al (Mr. Loftus)
  - Ord 135-2022** Venture Engineering, agent for Dervon Dennis et al (Mr. Crawford)
  - Ord 136-2022** Deerslayer LLC (Mr. Hardee)

**J. MEMORIAL DEDICATIONS:**

**K. UPCOMING MEETINGS – Dates/times subject to change:**

Council Meetings  
Dec 13, 6pm

I&R Committee  
Nov 16, 9am

Public Safety Committee  
Nov 16, 2pm

Administration Committee  
Nov 28, 2pm

Fall Planning Retreat  
Dec 8, all day

**L. EXECUTIVE SESSION:**

**M. ADJOURN**

**MINUTES  
HORRY COUNTY COUNCIL  
REGULAR MEETING  
County Council Chambers  
November 1, 2022  
6:00 p.m.**

**MEMBERS PRESENT:** Johnny Gardner, Chairman; Harold Worley; Gary Loftus; Bill Howard; Danny Hardee; Mark Causey; Johnny Vaught; Al Allen; Cam Crawford; Orton Bellamy; Tyler Servant; and Dennis DiSabato.

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Steve Gosnell; Arrigo Carotti; Randy Webster; Barry Spivey; David Gilreath; David Jordan; Gail Bratcher; and Mikayla Moskov.

In accordance with the FOIA, notices of the meeting were provided to the press stating the time, date, and place of the meeting.

**CALL TO ORDER:** Chairman Gardner called the meeting to order at approximately 6:00 p.m.

**INVOCATION:** Mr. Worley gave the invocation.

**PLEDGE:** Mr. Servant led in the pledge.

**PUBLIC INPUT:**

**Ms. April O’Leary** with Horry County Rising spoke regarding science-based decision making with respect to flood risk. Corruption was nothing but a sign of selfish people who live there and the majority. Yet, evidence based decision making was a strategic and deliberate method of implying empirical knowledge and research supported data to policies within the justice system made at the case agency or system level. A great example of evidence based decision making was when the county hired a consultant with taxpayer’s money to design the supplemental flood zone. The fields of research focus was on the historical high water levels mapped by the USGS, elevation data, flood damages, and the new regulations imposed were based on this new knowledge. This type of decision science was uniquely concerned with making optimal choices based on the best available information at the time. Evidence based decision making was key when objective facts are used to determine the correct decision to make and ensures that you were not writing laws to make your friends happy. Humans are terrible decision makers, especially in the heat of the moment, and when tensions are high such as the threat of a suit or when one’s political ambitions are on the line. County Council Members were only human too and they had the same weaknesses as anybody else when it came to decision making. This was why evidence based decisions and due process was vital. The county convened a flood sub-committee and developed various guidelines to prevent catastrophic flood damages. To their knowledge no new data or information had been provided to Council to even consider other conclusions outside of that flood sub-committee or decisions with respect to how they build in the flood zone in Horry County. No two people see the world the same way. On one side you had families like her who had flooded and were trying to protect new families and homeowners from going through the same grief and financial loss that they went through. On the other side you had developers complaining about the purchase price of a home being too high, esthetics of a neighborhood, or even reminding Council about the promises they made to a good friend. This was why it was so important to make decisions based on using methods and tools. Then you debate that data openly and transparently and while doing so you are being clear about both your implicit and your explicit biases. It gave them all common context to work from. Making changes to their building standards in Horry County’s high risk flood zones to appease a for profit developer’s request versus evidence based data gives the impression of corruption and this would lead to public mistrust and discontent. She was humbly requesting for them to consider how much they value the public’s trust before they consider changing flood policy in Horry County.

**Ms. Pat Milley** spoke regarding clear-cutting trees. She wanted to share an idea with them. Her understanding as to why they were clear-cutting Horry County was because a tree farmer had the right to sell his crop. They knew he was going to sell it and it was going to be clear-cut. Her idea was that in order to save these trees and protect us from hurricanes because for hundreds of years they had sat in Horry County under the trees and the

trees had broken the winds of the hurricanes. They hadn't been blown away like Fort Myers or when Hurricane Andrew came through Florida. If you looked at where Hurricane Hugo came in at McClellanville those houses were still sitting under those trees. Her idea was when a tree farmer goes to sell his crop the county would buy 20 feet of trees completely surrounding the tract and pay for it with taxpayer money because taxpayers were the ones who were profiting from it. They needed these trees preserved. They needed wind breaks, clean air, flood control, and wildlife habitats. All children deserve a woods to play in. These developments with no woods would be healthier if they had a woods for children to play in. Her idea for them was to start making a law that when a tree farmer sold a tree farm and his crop, the county would buy 20 feet of trees all the way around that tree farm and put it in a tax free area fund or whatever status so that it would never be up for tax sale. It was her thought that it would profit all of Horry County, everybody in it, if they started purchasing 20 feet of trees. She heard that in England they had these tree breaks around all their fields. They needed to look at how other countries had solved their problems and solve theirs. They needed 20 feet of space around every woods sold and that would help everybody in the county.

**Mr. Martin Wheeler**, president of the Carolina's Association of Passenger Trains, spoke regarding Conway to Myrtle Beach rail line. The association's mission was to promote the improvement and expansion of rail passenger service in the Carolinas, both North and South Carolina. They had been around for 40 years incorporated as a non-profit in South Carolina in the 1990s and had been working on many present and past rail initiatives in the states. He had provided them with some printed materials to look at and he thanked them for the opportunity to tell them about what they were talking about. It was a plan designed to improve transportation, economic development, travel and tourism, emergency preparedness as well as the environment. Their multi-county plan would link Myrtle Beach to Florence, South Carolina. He then laid out how the line would run. They had been working on the plan for a while and had had some discussion with Marion County's engineering department and would be talking with RJ Corman more. They would be going around the entire region since this was a multi-county effort they were talking about. Their only concern at this point was there had been a lot of talk about rail trails. Those were great things but there had been a problem with this legislation that was created back in the 1980s, the Federal Rail Trails Legislation. It was originally designed to save the rail corridors for reactivation of rail service and they would have an interim use in the meantime. If it never needed it again that was fine but what if it did need to be reactivated. They had had some instances around the country where people had lawsuits and had been able to stop the reactivation of those rail lines which provide economic development and transportation of passengers in those areas. That was one of the things they were especially concerned about. He knew they had interest in the rail line and its operations. He hoped they would take that very seriously into consideration because from their point of view they don't want to close any doors in the future. If those doors were closed it might not be able to reopen.

**Public input was closed.**

**APPROVAL OF AGENDA CONTENTS:** Mr. DiSabato moved to approve the agenda contents, seconded by Mr. Allen. The motion was unanimously passed.

**APPROVAL OF MINUTES:** Regular Meeting, October 18, 2022: Mr. DiSabato moved to approve the minutes of the Regular Meeting, October 18, 2022, meeting minutes, seconded by Mr. Servant. The motion was unanimously passed.

**EXECUTIVE SESSION:** The receipt of legal advice relating to a pending, threatened, or potential claim, or other matters covered by the attorney-client privilege. Mr. Worley moved to enter into executive session, seconded by Mr. Vaught. The motion was unanimously passed. Mr. Vaught moved to exit executive session, seconded by Mr. DiSabato. The motion was unanimously passed. Mr. Carotti stated while in executive session Council received legal advice relating to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. While in executive session no decisions were made and no votes were taken.

**APPROVAL OF CONSENT AGENDA:** Mr. Allen moved to approve the agenda contents, seconded by Mr. Howard. The motion was unanimously passed. The consent agenda consisted of the following:

Items relating to Project Free:

First Reading – Ordinance 131-2022 to authorize and approve the execution and delivery of a Fee Agreement between Horry County, South Carolina and a company identified for the time being as Project Free; providing for the payment of a Fee-In-Lieu of Taxes; and to provide for other matters related thereto.

**Resolution R-130-2022** to state the commitment of Horry County to enter into a fee agreement with Project Free; to provide the general terms of the fee agreement; to provide that this resolution is an inducement resolution for purposes of the fee in lieu of tax simplification act; and to state the commitment of Horry County to place Project Free property in a multi-county park.

**Resolution R-131-2022** recognizing the month of November as Family Court Awareness Month.

Allocations of Community Benefit Funds:

**CBF32-2022** \$3,000 to Blue Star Mothers of Coastal Carolina – purchase of postage to ship Hero Boxes to military personnel deployed outside the U.S. (Messrs. DiSabato/Crawford/Bellamy/Vaught)

**CBF33-2022** \$2,500 to Kitty Claws Rescue for trap/neuter/release program. (Mr. Worley)

Approval of Year 2023 Council Meeting Dates.

**PRESENTATIONS / RESOLUTIONS:**

**Recognition of the Horry County Animal Care Center by the Best Friends Animal Society.** Mr. Webster stated that their Animal Care Center was recognized by Best Friends. They had had to maneuver this around several times and it didn't work out for a representative from Best Friends Animal Society to be in attendance that night. He would ask Captain Wyatt to explain what was going on and bring his staff up so Council could understand and appreciate what they had been recognized for and how good the Animal Care Center was. Captain Wyatt stated the Best Friends Animal Society was a national organization that helped rate animal shelters and non-profits throughout the country. They gather information from over 4,000 animal welfare agencies across our nation. They had been fortunate to have an amazing group of leaders at the shelter. They had been ranked 9<sup>th</sup> in the nation for most improved lifesaving gap. They had saved over 1,000 more animals this year than they did the previous year. They were among the top 41 in their save rate currently. They were continuing to move forward and would continue to strive to make sure that their shelter was top notch in the state and across the country. They could not do it without the amazing staff standing behind him. He appreciated their time and Best Friends truly thanked the animal shelter and Council for their support in letting them do what they needed to do to help save these animals.

Mr. Crawford told Captain Wyatt that he had worked with him on this issue and he appreciated all his hard work. He really was a credit to the department and he thanked him for helping to make those monumental changes at the facility. He had done a great job and he was very proud of his efforts.

Mr. Allen stated he had stood up for them in the past and they had really worked through a lot. They had really brought this to the forefront and there was no better team than what they currently had in place. They did an outstanding job from the top all the way down and he thanked them.

**Resolution R-129-2022** authorizing the transfer of funds under the Horry County Hospitality Project Plan for Little River Waterfront to the Rural Civic/Equestrian Center. **Mr. Worley moved to approve, seconded by Mr. Allen. Mr. DiSabato moved to defer until January 1<sup>st</sup> giving the Councilwoman elect, Jenna Dukes, an opportunity to speak on the issue, seconded by Mr. Howard.** There was a discussion as to which motion to take up first. **A vote was held on the motion to defer.**

<u>Yea</u>	<u>Nay</u>
Servant	Worley
Loftus	Gardner
DiSabato	Allen
Howard	Hardee
Bellamy	Causey
Crawford	Vaught

**The motion to defer failed six to six.**

**A vote was held on the original motion.**

<u>Yea</u>	<u>Nay</u>
Worley	Servant
Gardner	Loftus
Allen	DiSabato
Hardee	Howard
Causey	Crawford
Vaught	
Bellamy	

**The original motion passed seven to five.**

**READING OF ORDINANCES:**

Second Reading and Public Hearing on the following Ordinances to approve the request to amend the official zoning map:

**Ord 119-2022** Andrew Glover, agent for Mariam Miles. **Mr. Loftus moved to approve, seconded by Mr. Vaught. There was no public input. The motion passed unanimously.**

**Ord 120-2022** Diamond Shores, agent for Inshore Holdings LLC. **Mr. Loftus moved to approve, seconded by Mr. Vaught. There was no public input. The motion passed unanimously.**

**Ord 121-2022** Jacob Dooley, agent for Raptis Co LLC. **Mr. Crawford moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.**

**Ord 122-2022** G3 Engineering, agent for Kathy Kelley & Rhonda Ellis. **Mr. Causey moved to approve, seconded by Mr. Vaught. There was no public input. The motion passed unanimously.**

**Ord 123-2022** G3 Engineering, agent for Beach Flowers & BTW Holdings. **Mr. Causey moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.**

**Ord 124-2022** Diamond Shores, agent for Dennis Coats & Blenda Harris. **Mr. Causey moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.**

**Ord 125-2022** Diamond Shores, agent for Scope Holdings LLC. **Mr. Hardee moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 126-2022** approving & authorizing the county administrator to execute a lease agreement with Leadership in Flight Training Academy for property located at MYR. **Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion passed unanimously.**

Second Reading and Public Hearing – **Ordinance 127-2022** to amend the Land Development Regulations of the Horry County Code. **Mr. Allen moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.**

Second Reading and Public Hearing – **Ordinance 128-2022** to amend the Horry County Zoning Ordinance pertaining to criteria for the designation of historic trees. **Mr. Vaught moved to approve, seconded by Mr. Servant. There was no public input. The motion passed unanimously.**

Second Reading and Public Hearing – **Ordinance 129-2022** to approve the Coates Road Agreement with Handfield LLC for approximately 1700 linear feet of road improvements located on Coates Road off SC Hwy 90. **Mr. Vaught moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.**

Second Reading and Public Hearing – **Ordinance 130-2022** to approve the Long Bay Road Agreement with Beazer Homes LLC for approximately 6120 linear feet of road improvements located on Long Bay Road off SC Hwy 90. **Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion passed unanimously.**

First Reading – **Ordinance 132-2022** amending portions of Chapter 9 (Flood Damage Prevention and Control) of the Horry County Code of Ordinances. **Mr. Vaught moved to approve, seconded by Mr. DiSabato.** Mr. Causey stated he would vote in support of this that night just to get further information for their next meeting. Chairman Gardner stated that was a good point. This was the first reading and traditionally Council had three readings. The first reading was normally just by title. Second reading was normally public input and Council would debate, sometimes vigorously. If it passed second reading it would move forward. **A vote was held.**

<u>Yea</u>		<u>Nay</u>	
Gardner	Causey	Servant	Howard
Allen	Vaught	Loftus	Worley
Hardee	Bellamy	DiSabato	Crawford

**The motion failed six to six.**

**MEMORIAL DEDICATION:** Lois Martin; Edna Clark; Beth Clark; Lucille Horne; David Odell Stalvey, III; Whitney Martin; Rev. Jesse Eugene Gardner; and Capt. Archie McLauchlin.

Mr. Worley asked that Mr. Carotti explain reconsideration of the flood ordinance at their next meeting prior to the minutes.

Chairman Gardner stated that he wanted to finish the memorial dedications and then Mr. DiSabato had something quick to ask about. He would then go back to him.

**UPCOMING MEETINGS:** Council meetings – Nov 15, 6:00 p.m.; I & R Committee – Nov 16, 9 a.m.; Public Safety Committee – Nov 16, 2 p.m.; Administration Committee – Nov 28, 2 p.m.; and Fall Planning Retreat – Dec. 8 – All Day.

Mr. DiSabato said he would like to at least start advancing the conversation about a particular issue that he had a lot of calls on in the last couple of weeks. He thought it was mainly because he had done some real estate closings for people that bought condos in the Renaissance Tower but he had had a lot of people reaching out to him recently to see if there was something they could do at the county level to give them some tax relief during the period of time where they were not able to use and occupy that property. He had had some preliminary conversation about it with the assessor, Larry Roscoe, but he thought it was something that they needed to consider doing to help those people who had been displaced from their homes especially. He was not necessarily speaking about the people who were using that as an investment property but there were a fair amount of people who were living in that condominium as well. He thought they needed to start discussing that as a Council.

Chairman Gardner stated that he thought they did have something on the books for residents for fires and things of that nature so they could ask staff to look into that.

Mr. DiSabato stated he thought there was another issue and he would urge staff to maybe reach out to the school board staff because he thought they would need some approval from them based on his conversations with Mr. Roscoe to see if they would partner with the county in helping to give relief to some of those people as well. If they could start advancing that conversation so they could start moving it forward. He had 5 – 7 phone calls in the last two weeks from people concerned about this particular issue.

Mr. Worley stated before he left Council he wanted Council to consider doing something that he thought they should have done a long time ago and he thought they needed a county appearance board. He thought there was another layer that they needed to put in there as a catch all to make sure that these developers and unscrupulous developers do the right thing by their neighbors. Number one being aluminum siding on these slabs.

He thought all these things should play into an appearance board. Myrtle Beach had one and it had worked well for Myrtle Beach over the years. He wanted to consider that and if they liked it they had a couple more meetings before the end. Maybe they could get it up for discussion and at least get it to committee and give them an opportunity. He asked Mr. Carotti to explain to Council what can and can't be done about reconsideration of the flood ordinance.

Mr. Carotti stated the flood ordinance that just failed could be reconsidered before the reading of the minutes at the next regular meeting of County Council. If the reconsideration was voted up by a majority of County Council it takes the ordinance just before that night's vote. It takes it back in time.

Mr. DiSabato wanted to clarify who would be...

Mr. Worley stated he had the floor and Chairman Gardner told Mr. DiSabato to let Mr. Worley finish.

Mr. Worley told Mr. Carotti to make sure that everybody on the dais understood. If there was any questions about what he just said they needed to make sure they asked him about it inasmuch as it can be reconsidered at their next regular meeting.

Mr. DiSabato asked of the six who voted for or against, which group does the motion to reconsider have to come from, of the six who voted against it.

Mr. Carotti stated the motion itself had to be made by one of the six who voted against the passage of the ordinance that evening. It could be seconded by anyone else and voted on by the entirety of the body.

Mr. Vaught said in actuality could they not move then to reconsider?

Chairman Gardner replied yes if they had somebody from the six that voted against it they could.

Mr. Worley stated it was a bad idea.

Mr. DiSabato said one of the six of them that voted Nay would have to make that motion, correct?

Mr. Carotti replied yes.

Mr. Vaught stated he was just clarifying that point.

**ADJOURNMENT: With no further business, Mr. Servant moved to adjourn at approximately 7:03 p.m., seconded by Mr. Howard. The motion was unanimously passed.** The meeting was adjourned in memoriam of: Lois Martin; Edna Clark; Beth Clark; Lucille Horne; David Odell Stalvey, III; Whitney Martin; Rev. Jesse Eugene Gardner; and Capt. Archie McLauchlin.

## HORRY COUNTY COUNCIL

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Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
R. Mark Causey, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

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Patricia S. Hartley, Clerk to Council

COUNTY OF HORRY )

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Ordinance 119-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44106040040 FROM RESIDENTIAL (MSF 6) TO CONVENIENCE & AUTO-RELATED SERVICES DISTRICT (RE 3)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Residential (MSF 6) to Convenience & Auto-related Services District (RE 3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:** Parcel(s) of land identified by PIN 441-06-04-0040 and currently zoned Residential (MSF 6) is hereby rezoned to Convenience & Auto-related Services District (RE 3), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## HORRY COUNTY REZONING REVIEW SHEET

Energov #: 58810 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 71 Report Date: 8-23-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Andrew Glover	Rezoning Request #	2022-09-001
PIN #	441-06-04-0040	County Council District #	4 - Loftus
Site Location	Socastee Blvd in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Miriam Miles	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.96

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	MSF 6	Flood Information	X	PDD	PDD	RE 4
Proposed Zoning	RE 3	Wetland Information	N/A	MSF 6	Subject Property	RE 4
Proposed Use	Trade Shops	Utilities	Public	MSF 6	SF 6	SF 6
Character of the Area	Residential & Commercial	Fire in miles	2.45 - Station 1 (Career)			
		EMS in miles	2.45 - Station 1 (Career)			

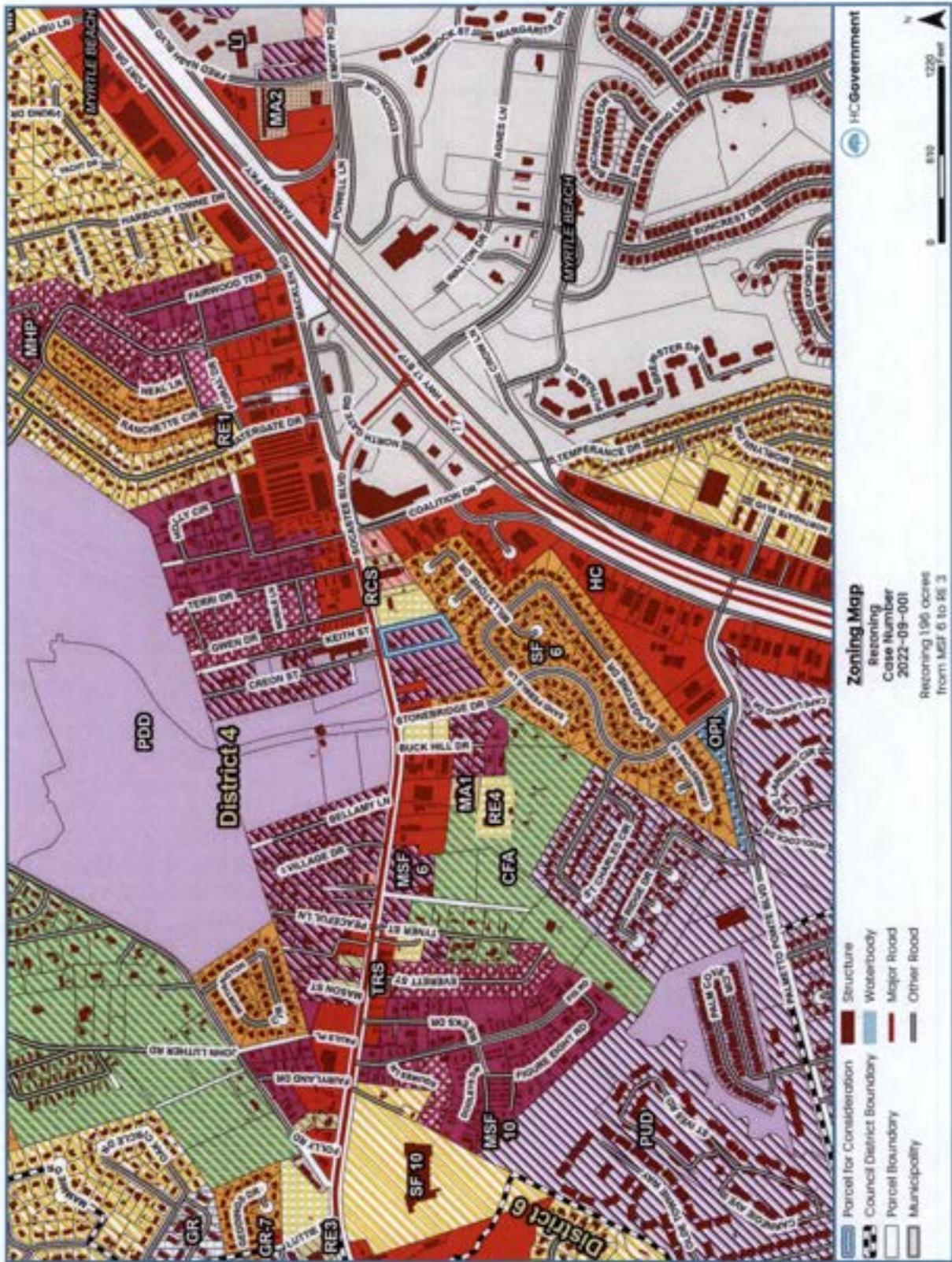
COMMENTS	
Comprehensive Plan District: Neighborhood Activity Center	Overlay/Area Plan: Socastee Blvd Overlay & Airport Environs Overlay
<p>Discussion: The applicant is requesting to rezone 1.96 acres from MSF 6 to RE 3 for trade shops. The future land use designation is Neighborhood Activity Center. The Imagine 2040 Comprehensive Plan states "A Neighborhood Activity Center should provide the commercial and institutional uses necessary to support the common day-to-day demands of the surrounding neighborhood, including neighborhood commercial, services, and office space."</p> <p>The parcel is adjacent to a property zoned RE 4. It was rezoned (2014-05-003) in 2014 from MSF 6 to RE 4 but was never developed commercially, instead it has remained residential.</p>	
Public Comment: 10/6/2022 There was no public input. Andrew Glover was present to address questions and concerns.	

Proposed Improvements:	
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TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 80		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	500 / 2,500	Socastee High	1,644	1,618	98%
Existing Road Conditions	State, Paved, Four-lane, Divided	Forestbrook Middle	1,086	829	76%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (249) 25,000 AADT 60-65%	Socastee Elementary	849	803	95%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE 3	MSF 6	SF 6	RE 4	PDD (Socastee Baptist Church)	MSF 6
Min. Lot Size (in square feet)	10,000	6,000	6,000	10,000	N/A	6,000
Front Setback (in feet)	50	20	20	50	25	20
Side Setback (in feet)	10	10	10	10	15	10
Corner Side Setback (in feet)	15	15	15	15	15	15
Rear Setback (in feet)	15	15	15	15	15	15
Bldg. Height (in feet)	48	35	35	36 per 1/2 acre not to exceed 120	50 (86 steeple)	35

Attachment A – Rezoning Maps



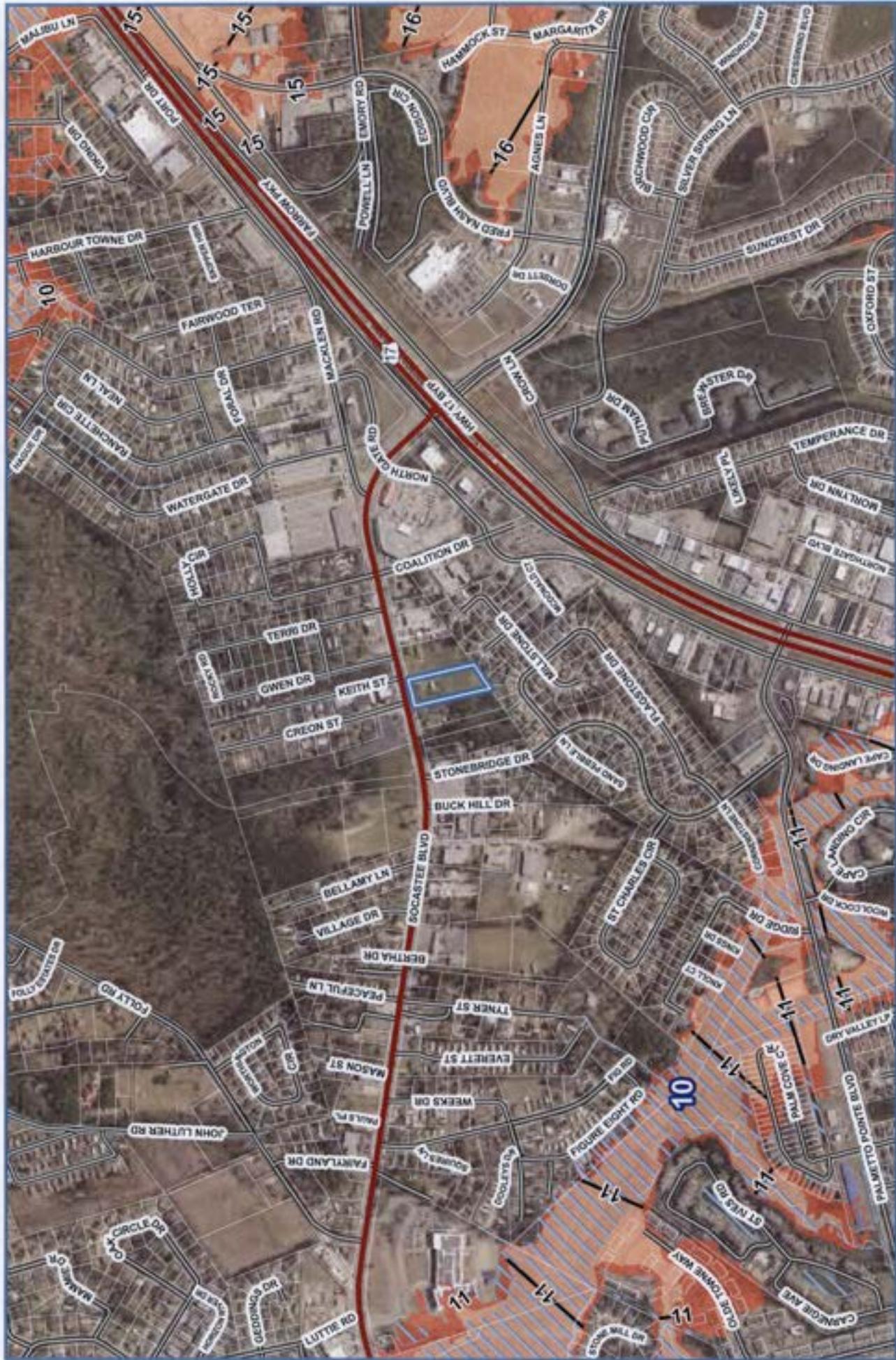


**Aerial Map**

Rezoning Case Number 2022-09-001  
Rezoning 1.96 acres from MSF 6 to RE 3

- Parcel for Consideration
- Major Road
- Other Road





**Flood Map**

Rezoning  
Case Number  
2022-09-001  
Rezoning 1.96 acres  
from MSF 6 to RE 3

-  Parcel for Consideration
-  Major Road
-  Other Road
-  Supplemental Flood Zone
-  Preliminary Base Flood Elevation (BFE)
-  AE - Special Flood Hazard Area
-  0.2% Annual Chance Flood Hazard



**HC Government**

**Future Land Use Map**

Parcel for Consideration  
 Parcel Boundary  
 Municipality  
 Structure

Waterbody  
 Major Road  
 Other Road

Rezoning Case Number  
 2022-09-001  
 Rezoning 196 acres  
 from MSF 6 to RE 3

0 500 1000 Feet

N

COUNTY OF HORRY )

STATE OF SOUTH CAROLINA )

Ordinance 120-2022

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 45810040033 FROM RESIDENTIAL (MSF 10) TO RETAIL WITH ACCESSORY OUTDOOR STORAGE (RE 4)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Residential (MSF 10) to Retail with Accessory Outdoor Storage (RE 4) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:** Parcel(s) of land identified by PIN 45810040033 and currently zoned Residential (MSF 10) is hereby rezoned to Retail with Accessory Outdoor Storage (RE 4), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## Horry County Rezoning Review Sheet

Energov #: 59144 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 32 Report Date: 9-7-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Diamond Shores	Rezoning Request #	2022-09-006
PIN #	458-10-04-0033	County Council District #	4 - Loftus
Site Location	Holmestown Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Inshore Holdings, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	3.95

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	MSF 10	Flood Information	X	MSF 10	MSF 10	RC
Proposed Zoning	RE 4	Wetland Information	N/A	MSF 10	Subject Property	RC
Proposed Use	Contractors office and showroom	Utilities	Public	LI	LI	LI
Character of the Area	Commercial & Residential	Fire in miles	1 - Station 20 (Career)			
		EMS in miles	1 - Station 20 (Career)			

COMMENTS	
Comprehensive Plan District: Community Activity Center & Suburban	Overlay/Area Plan: Burgess Community Area Plan & Burgess Area Overlay
<p>Discussion: The applicant is requesting to rezone 3.95 acres from MSF 10 to RE 4 for a contractors office and showroom. The parcel is adjacent to some properties zoned LI. The future land use designation is Suburban and Community Activity Center. The Imagine 2040 Comprehensive Plan states "Community Activity Centers should serve as a central location for community activity, including high density residential units that are integrated into areas of commercial activity and civic space."</p> <p>While the Burgess Community Area Plan discourages linear commercial development along Hwy 707 and Holmestown Rd corridors, it limits commercial development on primarily residential roadways, redirecting it to the identified commercial nodes. This property is within a commercial node identified in the Burgess Community Area Plan.</p> <p>This parcel is subject to the requirements of the Burgess Area Overlay.</p>	
<p>Public Comment: 10/6/2022 Bob Ziegler with the Greater Burgess Community Association spoke in regards to the request. Cad Holmes spoke in opposition of the request. His concern was stormwater. David Schwerd was present to address questions and concerns.</p>	

Proposed Improvements	
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TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 138		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	80 / 1,200	St. James High	1,577	1,775	113%
Existing Road Conditions	State, Paved, Four-lane	St. James Intermediate	1,092	842	77%
Rd, Station, Traffic AADT (2021) % Road Capacity	S-1240 Holmestown Rd, Station (700) 21,900 AADT 55-60%	Burgess Elementary	714	838	89

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE 4	MSF 10	LI	RC (single family)	MSF 10	
Min. Lot Size (in square feet)	21,780	10,000	21,780	6,000	10,000	
Front Setback (in feet)	50	25	50	20	25	
Side Setback (in feet)	10	10	20	10	10	
Corner Side Setback (in feet)	15	15	25	15	15	
Rear Setback (in feet)	15	15	30	15	15	
Bldg. Height (in feet)	36 per 1/2 acre not to exceed 120	35	60	unlimited	35	

Attachment A – Rezoning Maps





-  Parcel for Consideration
-  Major Road
-  Other Road

**Aerial Map**

Rezoning  
Case Number  
2022-09-006

Rezoning 3.95 acres  
from MSF 10 to RE 4

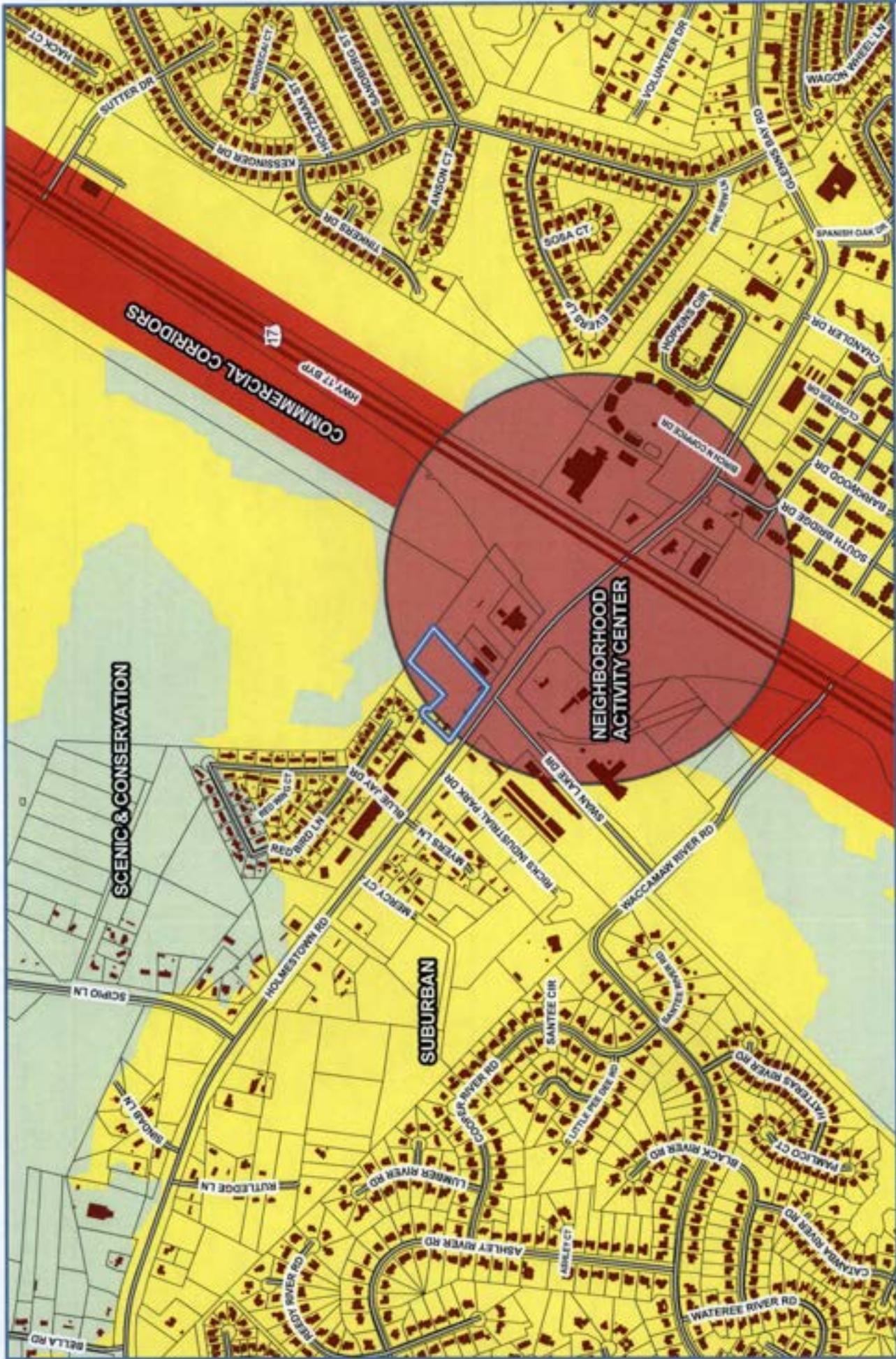




**Flood Map**

Rezoning Case Number 2022-09-006  
 Rezoning 3.95 acres from MSF 10 to RE 4

- Parcel for Consideration
- Major Road
- Other Road
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area
- 0.2% Annual Chance Flood Hazard



- Parcel for Consideration
- Parcel Boundary
- Structure
- Major Road
- Other Road

**Future Land Use Map**

Rezoning  
 Case Number  
 2022-09-006  
 Rezoning 3.95 acres  
 from MSF 10 to RE 4



COUNTY OF HORRY )

Ordinance 121-2022

STATE OF SOUTH CAROLINA )

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE A 0.75 ACRE PORTION OF PIN 44808020001 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO COMMUNITY RETAIL SERVICES DISTRICT (RE 2)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Community Retail Services District (RE 2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:** Parcel(s) of land identified by PIN 44808020001 and currently zoned Commercial Forest Agriculture (CFA) is hereby rezoned to Community Retail Services District (RE 2), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
 Dennis DiSabato, District 3  
 Tyler Servant, District 5  
 Orton Bellamy, District 7  
 R. Mark Causey, District 9  
 Al Allen, District 11

Bill Howard, District 2  
 Gary Loftus, District 4  
 Cam Crawford, District 6  
 Johnny Vaught, District 8  
 Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
 Second Reading: November 1, 2022  
 Third Reading: November 15, 2022

## Horry County Rezoning Review Sheet

Energyov #: 59042 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 52 Report Date: 8-25-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Jacob Dooley	Rezoning Request #	2022-09-004
PIN #	448-08-02-0001 (portion)	County Council District #	6 - Crawford
Site Location	Corner of Big Block Rd and Hwy 707 in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Raptis Co LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	0.75 (portion)

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood Information	X	CFA	CFA	CFA
Proposed Zoning	RE 2	Wetland Information	N/A	CFA	Subject Property	CFA
Proposed Use	Convenience Store	Utilities	Public	RE 2	RE 2	SF 6
Character of the Area	Residential & Commercial	Fire in miles	2 - Station 1 (Career)			
		EMS in miles	2 - Station 1 (Career)			

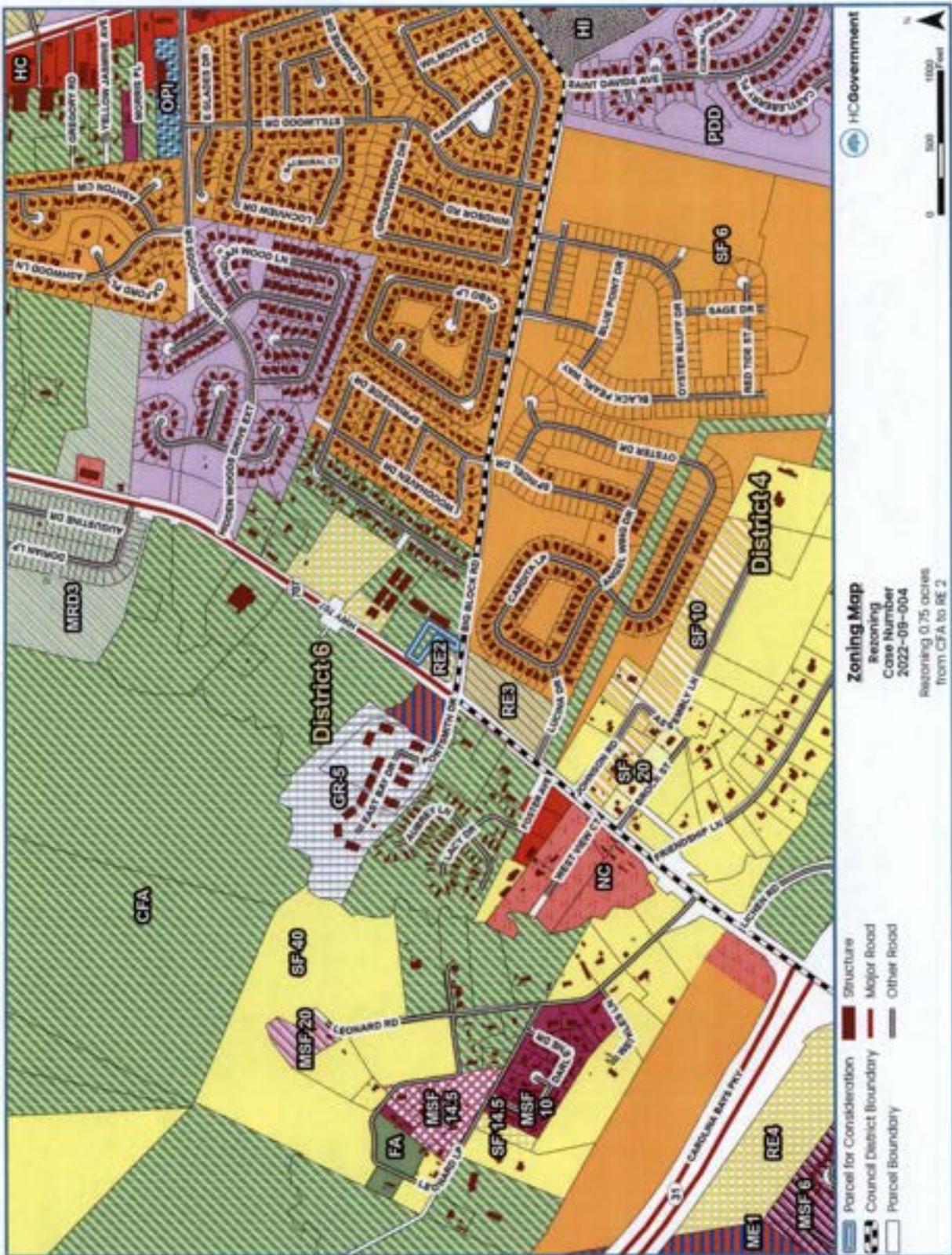
COMMENTS	
Comprehensive Plan District: Suburban	Overlay/Area Plan: Hwy 707 Overlay
<p><b>Discussion:</b> The applicant is requesting to rezone a 0.75 acre portion from CFA to RE 2. The applicant's goal is to combine the portion of property with the parcel zoned RE 2 on the corner of Hwy 707 and Big Block Rd to allow for a convenience store. The future land use designation is Suburban. The Imagine 2040 Comprehensive Plan states "Commercial uses, services, and professional offices may be appropriate at entranceways to major, master planned developments, along major arterial roadways, SCDOT business and bypass routes, and Commercial Corridors, provided that it fits within the character of the community, the property is appropriately sized to meet development requirements, is buffered from dissimilar uses, and addresses traffic concerns."</p> <p>The owner of this property attempted to rezone (2007-08-008) from CFA to RE 3 in 2007 to allow for a strip mall, but the request was withdrawn.</p> <p>The parcel that is currently zoned RE 2 was rezoned in 2005.</p> <p>This site is subject to requirements of the Hwy 707 Overlay.</p> <p><b>Public Comment:</b> 10/6/2022 There was no public input. Rick Baker was present to address questions and concerns.</p>	

Proposed Improvements	
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TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 8		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	800 / 2,300	St. James High	1,577	1,775	113%
Existing Road Conditions	Hwy 707: State, Paved, Four-lane, Divided Big Block: County, Paved, Two-lane	St. James Intermediate	1,092	842	77%
Rd, Station, Traffic AADT (2020) % Road Capacity	SC 707, Station (247) 22,900 AADT 55-60%	Burgess Elementary	714	638	89%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE 2	CFA	RE 2	CFA	SF 6	
Min. Lot Size (in square feet)	10,000	43,560	10,000	43,560	6,000	
Front Setback (in feet)	50	60	50	60	20	
Side Setback (in feet)	10	25	10	25	10	
Corner Side Setback (in feet)	15	37.5	15	37.5	15	
Rear Setback (in feet)	15	40	15	40	15	
Bldg. Height (in feet)	36	35	36	35	35	

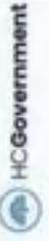
Attachment A – Rezoning Maps





-  Parcel for Consideration
-  Major Road
-  Other Road

**Aerial Map**  
 Rezoning  
 Case Number  
 2022-09-004  
 Rezoning 0.75 acres  
 from CFA to RE 2





**Flood Map**

Res zoning  
 Case Number  
 2022-09-004  
 Rezoning 0.75 acres  
 from CFA to RE 2

-  Parcel for Consideration
-  Major Road
-  Other Road
-  Supplemental Flood Zone
-  Preliminary Base Flood Elevation (BFE)
-  AE - Special Flood Hazard Area
-  0.2% Annual Chance Flood Hazard



10



COUNTY OF HORRY

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Ordinance 122-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 25800000015 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL DISTRICT (MRD 2)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, The MRD district encourages the design of a more complete and sustainable environment consistent with the needs of the County through the imaginative approaches to community design that allow and support mixed residential uses, design flexibility, pedestrian-oriented development, interconnectivity and sensitivity to the needs of the public, economy and natural environment; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential District (MRD 2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1) **Amendment of Official Zoning Maps of Horry County:**

Parcel(s) of land identified by PIN 25800000015 and currently zoned Commercial Forest Agriculture (CFA) is hereby rezoned to Multi-Residential District (MRD 2), as included in **Attachment A** titled "Rezoning Map" and **Attachment B** titled "Ellis Tract Conceptual Plan" and shall include the following design standards:

**A. Density**

Use	Maximum # of Units	Maximum Gross Density	Maximum Net Density
Duplexes	14	4.07 du/ac	4.87 du/ac
Townhomes	60		

**B. Dimension Standards**

Minimum Lot Area (in sq.ft.)	Minimum Setbacks (in feet)				Minimum Building Separation (in feet)	Maximum Height (in feet)
	Front	Side	Rear	Corner Side		
3,500	20	10	15	15	20	40
N/A						

**C. Sustainable Development Standards**

- Community gardening: A one thousand (1,000) square foot plot for every twenty-five (25) units. If less than twenty-five (25) units are proposed, one (1) one thousand (1,000) square foot plot shall suffice. The community garden shall be centrally located and accessible from all proposed residential units. Said garden/s shall be owned in common and kept in perpetuity. Maintenance shall be the responsibility of the common ownership.
- All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width

shall count as recreational open space so long as such walkways are adjacent, or located directly across the street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.

3. All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width shall count as recreational open space so long as such walkways are adjacent, or located directly across the street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.

**D. Additional Development Standards**

A 50' streetscape buffer along Hwy 9, 25' type A landscape buffers along the northern and southern property lines, and a 15' undisturbed wetland buffer along the eastern property line, as shown in Attachment B.

- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## HORRY COUNTY REZONING REVIEW SHEET

Energy #: 59019 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 56 Report Date: 8-23-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	G3 Engineering	Rezoning Request #	2022-09-002
PIN #	258-00-00-0015	County Council District #	9 - Causey
Site Location	Hwy 9 in Longs	Staff Recommendation	Approval
Property Owner	Kathy Kelley & Rhonda Ellis	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	18.17

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood Information	X	SF 10	GR 5	FA
Proposed Zoning	MRD 2	Wetland Information	2.94 acres	SF 10	Subject Property	FA
Proposed Use	Residential	Utilities	Public	SF 10	CFA	FA
Character of the Area	Residential	Fire in miles	0.72 - Station 13 (Career)			
		EMS in miles	0.72 - Station 13 (Career)			

**COMMENTS**

Comprehensive Plan District: Suburban Overlay/Area Plan:

**Discussion:** The applicant is requesting to rezone 18.17 acres from CFA to MRD 2 for 60 townhome units and 14 semi-detached units for a total of 74 units with a gross density of 4.07 du/ac and a net density of 4.87 du/ac. The plan proposes one access point on Hwy 9, a 50' streetscape buffer along 9, and 25' type A buffers along the northern and southern property lines. The rear of the property contains 2.94 acres of wetlands. The applicant is proposing a 15' undisturbed wetland buffer along the rear of the property. The applicant is proposing 3 sustainable development criteria: 1) Sidewalks 2) 100% increase in active open space 3) Community garden.

The future land use designation is Suburban. The Imagine 2040 Comprehensive Plan states "residential development should have a density between 3-7 gross units per acre within major subdivisions and as small as 6,000 sq ft for individual, single family lots."

**Public Comment:** 10/6/2022 Rick Bruns spoke in opposition of the request. His concern was potential wetland impacts. Brandon Truesdale was present to address questions and concerns.

Proposed Improvements

TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 800		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	470 / 470	Loris High	1,059	772	73%
Existing Road Conditions	State, Paved, Four-lane, Divided	Loris Middle	859	704	82%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 9, Station (200) 13,000 AADT 30-35%	Daisy Elementary	682	563	83%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD 2	CFA Res / Comm	SF 10 Long Bay	GR 5 Stonewall Villas	FA Res/ Comm	CFA Res / Comm
Min. Lot Size (in square feet)	SD: 3,500 TH: N/A	21,780 / 43,560	10,000	2 acres	21,780 / 43,560	21,780 / 43,560
Front Setback (in feet)	20	60	25	25	60	60
Side Setback (in feet)	10	12 / 25	10	10	12 / 25	12 / 25
Corner Side Setback (in feet)	15	22.5 / 37.5	15	15	22.5 / 37.5	22.5 / 37.5
Rear Setback (in feet)	15	25 / 40	15	15	25 / 40	25 / 40
Bldg. Height (in feet)	40	35	35	35	35	35

Attachment A – Rezoning Map







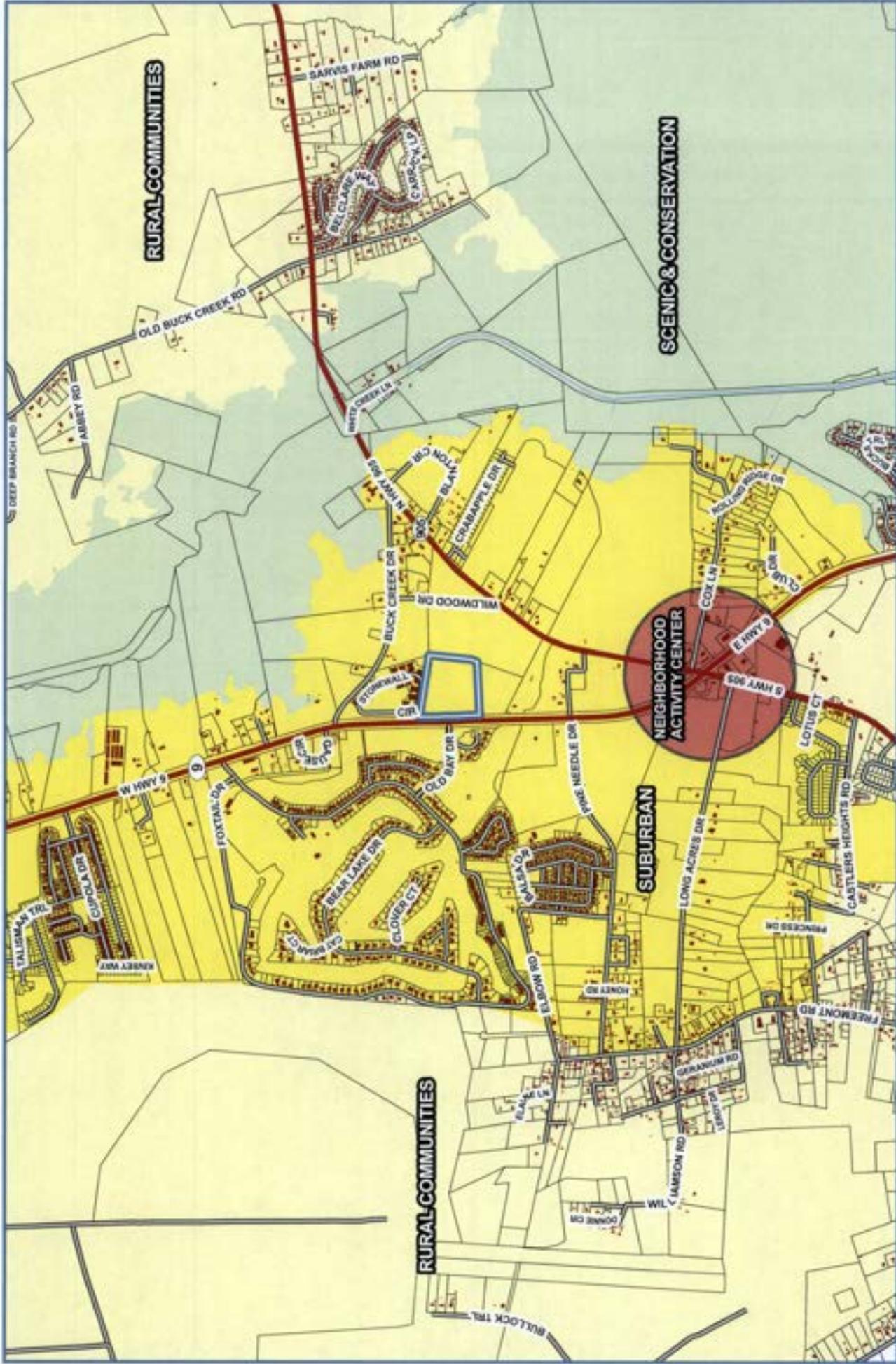
- Parcel for Consideration**
-  Parcel for Consideration
  -  Major Road
  -  Other Road

**Aerial Map**  
 Rezoning Case Number 2022-09-002  
 Rezoning 18.17 acres from CFA to MRD 2

 HC Government

0 250 500 Feet

N 



**Future Land Use Map**

Resoning Case Number 2022-09-002  
Resoning 18.17 acres from CFA to MRD 2

HC Government

0 1000 2000 Feet

N

Parcel for Consideration  
 Parcel Boundary  
 Structure  
 Waterbody  
 Major Road  
 Other Road



**Flood Map**  
 Rezoning Case Number 2022-09-002  
 Rezoning 18.17 acres from CFA to MFD 2

- Parcel for Consideration
- Supplemental Flood Zone
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area
- 0.2% Annual Chance Flood Hazard
- Major Road
- Other Road

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

Ordinance 123-2022

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PINS 26700000025 & 26700000026 FROM FOREST AGRICULTURE (FA) TO MULTI-RESIDENTIAL DISTRICT (MRD 1)

WHEREAS, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, The MRD district encourages the design of a more complete and sustainable environment consistent with the needs of the County through the imaginative approaches to community design that allow and support mixed residential uses, design flexibility, pedestrian-oriented development, interconnectivity and sensitivity to the needs of the public, economy and natural environment; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Forest Agriculture (FA) to Multi-Residential District (MRD 1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1) **Amendment of Official Zoning Maps of Horry County:**

Parcel(s) of land identified by PINS 26700000025 & 26700000026 and currently zoned Forest Agriculture (FA) is hereby rezoned to Multi-Residential District (MRD 1), as included in **Attachment A** titled "Rezoning Map", and **Attachment B** titled "Carter Tract Conceptual Plan" and shall include the following design standards:

A. Density

Use	Maximum # of Units	Maximum Gross Density	Maximum Net Density
Single Family	79	2.25 du/ac	2.25 du/ac

B. Dimension Standards

Minimum Lot Area (in sq.ft.)	Minimum Setbacks (in feet)				Minimum Building Separation (in feet)	Maximum Height (in feet)
	Front	Side	Rear	Corner Side		
10,000	25	10	15	15	20	40

C. Sustainable Development Standards

1. Community gardening: A one thousand (1,000) square foot plot for every twenty-five (25) units. If less than twenty-five (25) units are proposed, one (1) one thousand (1,000) square foot plot shall suffice. The community garden shall be centrally located and accessible from all proposed residential units. Said garden/s shall be owned in common and kept in perpetuity. Maintenance shall be the responsibility of the common ownership.
2. Recreational space: A one hundred (100) percent increase in the required active recreational open space as defined by the open space requirements, Article 4, Section 6-2 (B) of the land development regulations.
3. All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the

development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width shall count as recreational open space so long as such walkways are adjacent, or located directly across the street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.

**D. Additional Development Standards**

A 35' streetscape buffer along Hwy 905, and a 25' type A landscape buffer around the rest of the perimeter of the project, as shown in Attachment B.

- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## HORRY COUNTY REZONING REVIEW SHEET

Energov #: 59021 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 83 Report Date: 8-24-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	G3 Engineering	Rezoning Request #	2022-09-003
PIN #	267-00-00-0025 & 267-00-00-0026	County Council District #	9 - Causey
Site Location	Corner of Hwy 905 & Freemont Rd in Longs	Staff Recommendation	Approval
Property Owner	Beach Flowers, Inc. & BTW Holdings	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	35.04

ZONING INFORMATION	LOCATION INFORMATION	ADJACENT PROPERTIES				
Current Zoning	FA	Flood Information	X	FA	FA	FA
Proposed Zoning	MRD 1	Wetland Information	None	FA	Subject Property	FA
Proposed Use	79 single family units	Utilities	Public	FA	MSF 20	MRD 2
Character of the Area	Residential	Fire in miles	3.15 - Station 13 (Career)			
		EMS in miles	3.15 - Station 13 (Career)			

COMMENTS	
Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
<p><b>Discussion:</b> The applicant is requesting to rezone 35.04 acres from FA to MRD 1 for 79 single family units with a gross &amp; net density of 2.25 du/ac. The proposed plan shows one access point on Hwy 905, a 35' streetscape buffer along Hwy 905, and a 25' type A landscape buffer around the perimeter of the project. The plan also proposes three sustainable development criteria; 1) Sidewalks, 2) Community garden, 3) 100% increase in active open space.</p> <p>External sidewalks will be required due to the proximity of Longs Head Start Center.</p> <p>The future land use designation is rural communities. The Imagine 2040 Comprehensive Plan states "Single-family residential developments, including minor and major subdivisions, with lot sizes greater than 14,500 sq ft or with a maximum of 3 net units per acre." It also states "infill development utilizing MRD 1 zoning may allow for slightly increased density and lot sizes, as small as 10,000 sq ft lots, in exchange for the protection of large, contiguous open spaces and other sustainable development criteria."</p>	
Public Comment: 10/6/2022 There was no public input. Kaitlyn Weimer was present to address questions and concerns.	

Proposed Improvements	
-----------------------	--

TRANSPORTATION INFORMATION	HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY				
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 288		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	632 / 632	Loris High	1,059	772	73%
Existing Road Conditions	State, Paved, Two-lane	Loris Middle	859	704	82%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 905, Station (252) 6,300 AADT 35-40%	Daisy Elementary	682	563	83%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD 1	FA Res / Comm	FA Res / Comm	MRD 2 Longview	MSF 20	
Min. Lot Size (in square feet)	10,000	21,780 / 43,560	21,780 / 43,560	7,000	20,000	
Front Setback (in feet)	25	40 / 60	40 / 60	20	40	
Side Setback (in feet)	10	15 / 25	15 / 25	5	15	
Corner Side Setback (in feet)	15	22.5 / 37.5	22.5 / 37.5	15	2.5	
Rear Setback (in feet)	15	25 / 40	25 / 40	10	25	
Bldg. Height (in feet)	40	35	35	40	35	



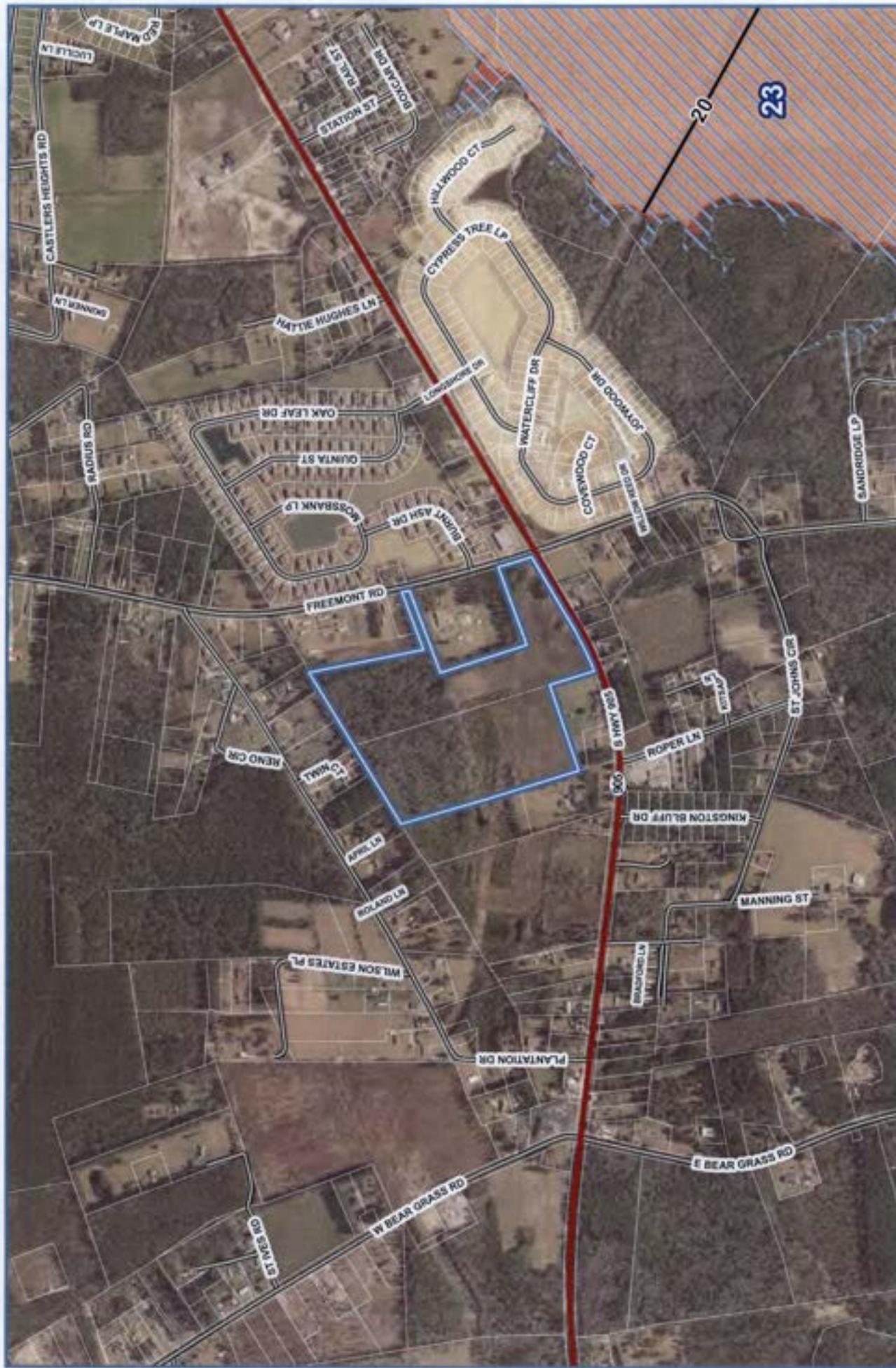




**Aerial Map**  
 Rezoning Case Number 2022-08-003  
 Rezoning 35.04 acres from FA to MRD 1

-  Parcel for Consideration
-  Major Road
-  Other Road



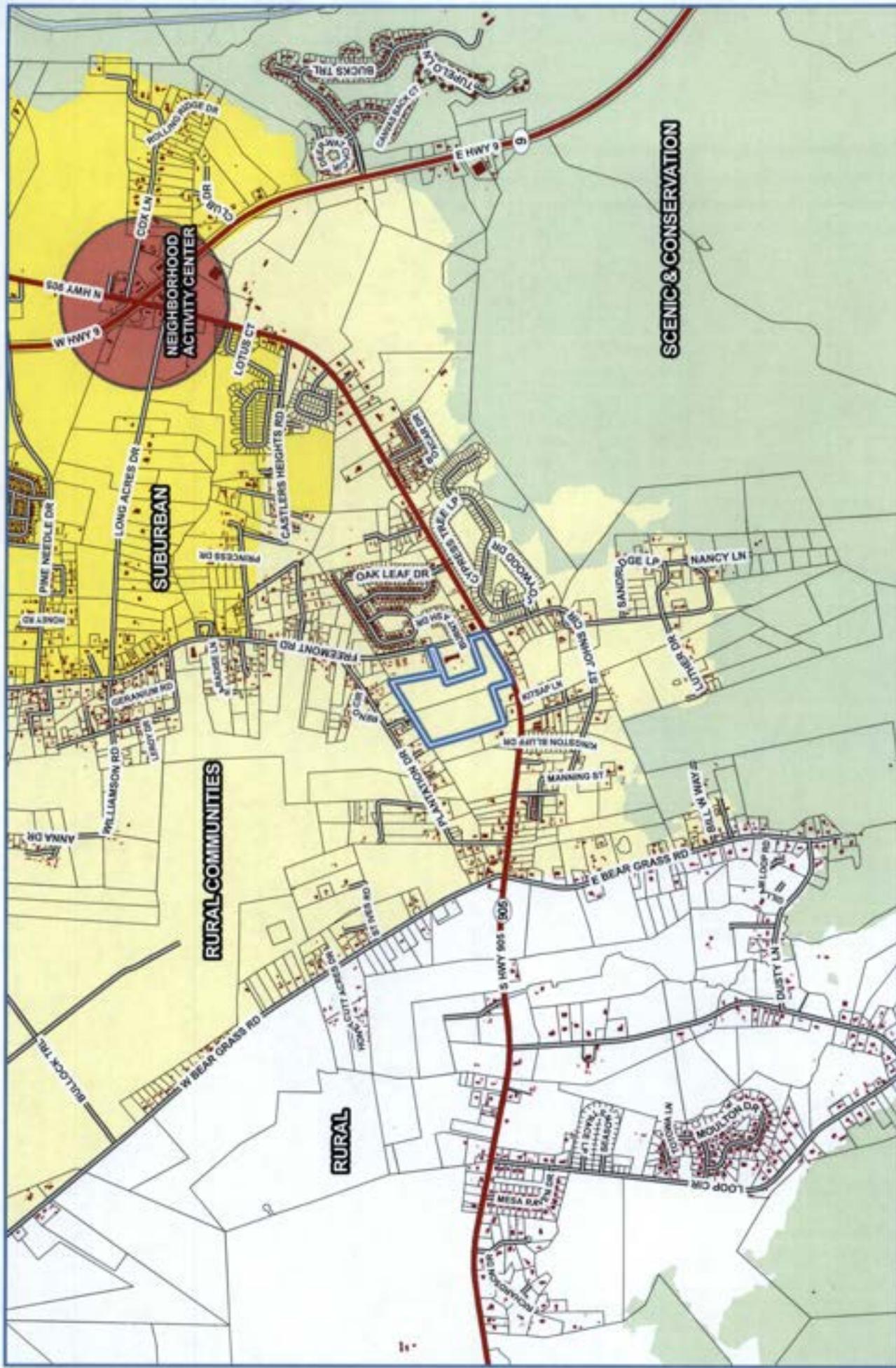


**Flood Map**

Resoning Case Number 2022-09-003  
 Resoning 35.04 acres from FA to MRD 1

**Legend:**  
 Parcel for Consideration (Blue outline)  
 Major Road (Red line)  
 Other Road (Grey line)  
 Supplemental Flood Zone (Blue hatched)  
 Preliminary Base Flood Elevation (BFE) (Black line)  
 AE - Special Flood Hazard Area (Orange)  
 0.2% Annual Chance Flood Hazard (Red)

HC Government  
 0 300 600 Feet  
 N



**Future Land Use Map**

Rezonning Case Number 2022-09-003  
 Rezonning 35.04 acres from FA to MRD 1

HC Government

Parcel for Consideration  
 Parcel Boundary  
 Structure

Waterbody  
 Major Road  
 Other Road

0 1000 2000 Feet

N

COUNTY OF HORRY

)  
)  
)

Ordinance 124-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PINS 22204040002 & 22204030002 FROM RESIDENTIAL (SF 40) & (SF 14.5) TO RETAIL WITH ACCESSORY OUTDOOR STORAGE (RE 4)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Residential (SF 40) & (SF 14.5) to Retail With Accessory Outdoor Storage is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**  
Parcel(s) of land identified by PINS 22204040002 & 22204030002 and currently zoned Residential (SF 40) & (SF 14.5) is hereby rezoned to Retail with Accessory Outdoor Storage (RE 4), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## Horry County Rezoning Review Sheet

Energy #: 59140 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 20 Report Date: 9-7-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Diamond Shores	Rezoning Request #	2022-09-005
PIN #	222-04-04-0002 & 222-04-03-0002	County Council District #	9 - Causey
Site Location	Corner of Hwy 9 & Hemingway Rd in Longs	Staff Recommendation	Approval
Property Owner	Blenda Harris & Dennis Coats	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	11.63

ZONING INFORMATION	LOCATION INFORMATION	ADJACENT PROPERTIES				
Current Zoning	SF 14.5 & SF 40	Flood Information	X	PDD	PDD	SF 40
Proposed Zoning	RE 4	Wetland Information	N/A	FA	Subject Property	RE 3
Proposed Use	Mini warehouse facility with outdoor storage	Utilities	Public	FA	PDD	RE 4
Character of the Area	Commercial & Rural Residential	Fire in miles	2.65 - Station 13 (Career)			
		EMS in miles	2.65 - Station 13 (Career)			

**COMMENTS**

Comprehensive Plan District: Suburban      Overlay/Area Plan:

Discussion: The applicant is requesting to rezone two parcels from SF 40 and SF 14.5 to RE 4 for Mini warehouses and outdoor storage. The parcels are adjacent to RV Outlet USA. There is an undeveloped parcel zoned RE 4 and one zoned RE 3 directly across Hwy 9. The future land use designation is Suburban. The Imagine 2040 Comprehensive Plan states "Commercial uses, services, and professional offices may be appropriate at entranceways to major, master planned developments, along major arterial roadways, SCDOT business and bypass routes, and Commercial Corridors, provided that it fits within the character of the community, the property is appropriately sized to meet development requirements, is buffered from dissimilar uses, and addresses traffic concerns."

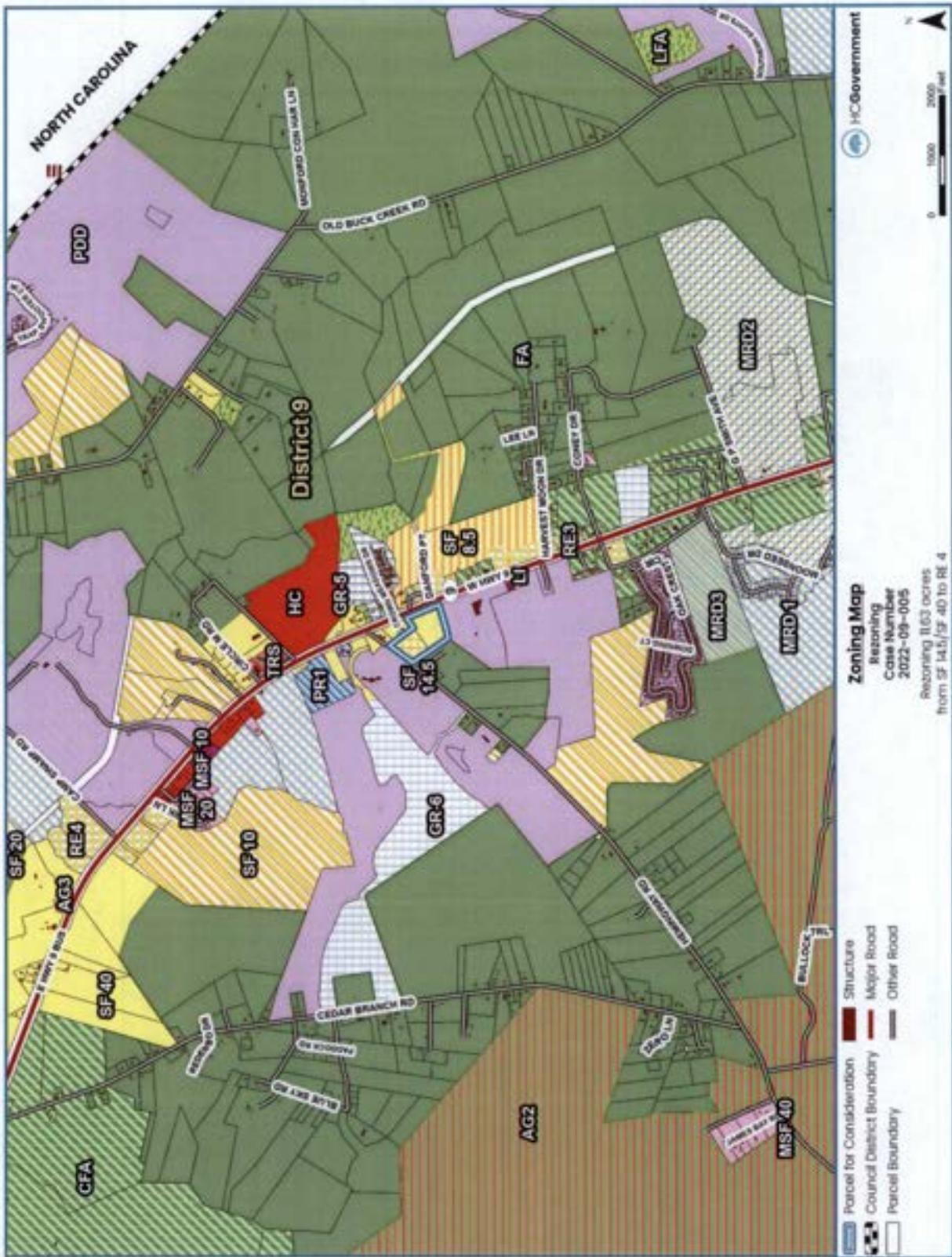
Public Comment: 10/6/2022 There was no public input. David Schwerd was present to address questions and concerns.

Proposed Improvements:

TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 168		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	140 / 1,300	Loris High	1,059	772	73%
Existing Road Conditions	Hwy 9, State, Paved, Four-lane, Divided Hemingway, State, Paved, Two-lane	Loris Middle	859	704	82%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 9, Station (200) 13,000 AADT 30-35%	Daisy Elementary	682	563	83%

DIMENSIONAL STANDARDS	Requested	Current	Current	Adjacent	Adjacent	Adjacent
		RE 4	SF 14.5	SF 40	RE 4	RE 3
Min. Lot Size (in square feet)	21,780	14,500	40,000	21,780	10,000	10,000
Front Setback (in feet)	50	25	50	50	50	30
Side Setback (in feet)	10	10	20	10	10	10
Corner Side Setback (in feet)	15	15	30	15	15	20
Rear Setback (in feet)	15	15	30	15	15	15
Bldg. Height (in feet)	36 per 1/2 acre not to exceed 120	35	35	36 per 1/2 acre not to exceed 120	48	40

Attachment A – Rezoning Maps





-  Parcel for Consideration
-  Major Road
-  Other Road

**Aerial Map**  
 Rezoning Case Number  
 2022-08-005  
 Rezoning 11.63 acres  
 from SF 14.5/SF 40 to RE 4

HC Government 

0 250 500 Feet

N 

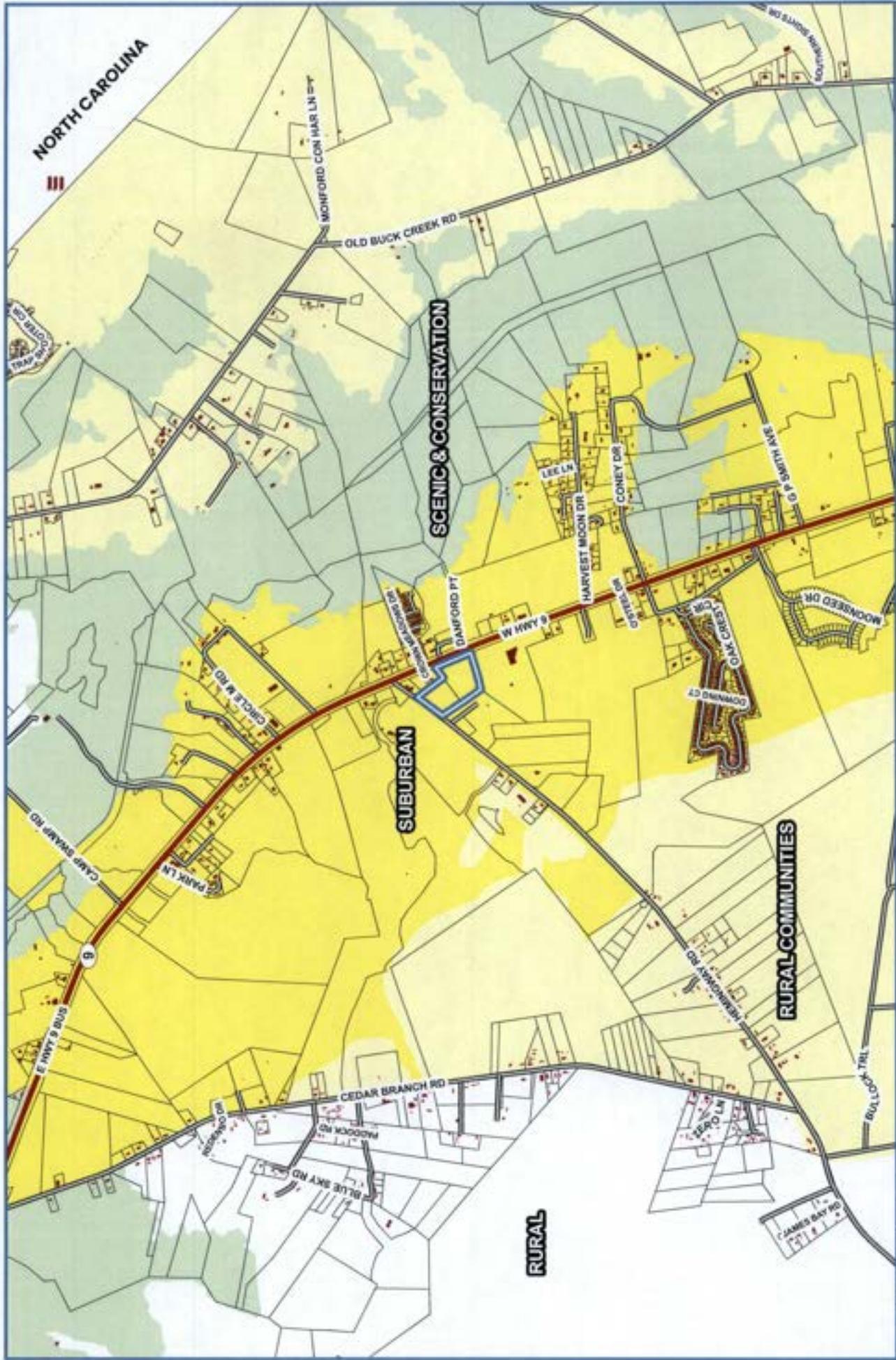


**Flood Map**

Parcel for Consideration  
 Major Road  
 Other Road  
 Supplemental Flood Zone  
 Preliminary Base Flood Elevation (BFE)  
 AE - Special Flood Hazard Area

HC Government  
 Rezoning Case Number 2022-08-005  
 Rezoning 11.63 acres from SF 14.5/SF 40 to RE 4

0 150 300 Feet  
 N



**Future Land Use Map**

Rezoning  
 Case Number  
 2022-08-005  
 Rezoning 11.63 acres  
 from SF 14.5/SF 40 to RE 4

-  Parcel for Consideration
-  Parcel Boundary
-  Structure
-  Major Road
-  Other Road

COUNTY OF HORRY )

STATE OF SOUTH CAROLINA )

Ordinance 125-2022

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 36616040008 FROM HEAVY/ INTENSE MANUFACTURING AND INDUSTRIAL DISTRICT (MA 3) TO GENERAL MANUFACTURING & INDUSTRIAL DISTRICT (MA 2)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Heavy/ Intense Manufacturing & Industrial District (MA 3) to General Manufacturing & Industrial District (MA 2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**  
Parcel(s) of land identified by PIN 36616040008 and currently zoned Heavy/ Intense Manufacturing & Industrial District (MA 3) is hereby rezoned to General Manufacturing & Industrial District (MA 2), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

## HORRY COUNTY REZONING REVIEW SHEET

Energy #: 059146 Advertisement & Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 18 Report Date: 9-13-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Diamond Shores	Rezoning Request #	2022-09-007
PIN #	366-16-04-0006	County Council District #	10 - Hardee
Site Location	Hwy 501 Business in Conway	Staff Recommendation	Approval
Property Owner	Scope Holdings, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	5.51

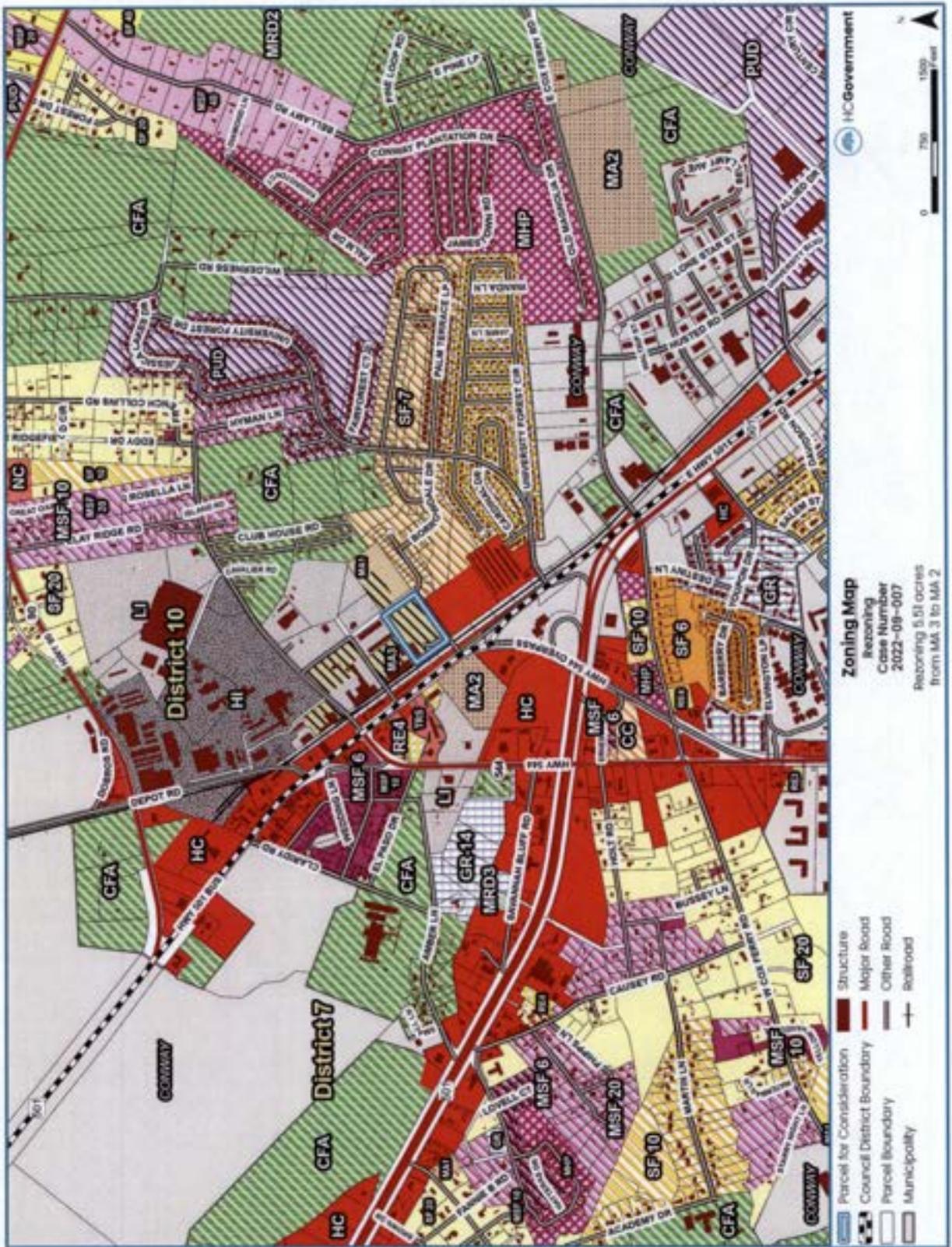
ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	MA 3	Flood Information	X	MA 3	LI	MA 3
Proposed Zoning	MA 2	Wetland Information	N/A	HC	Subject Property	MA 1
Proposed Use	Medium Industrial	Utilities	Public	HC	HC	SF 7
Character of the Area	Heavy Industrial	Fire in miles	2.38 - Conway Fire Station 3			
		EMS in miles	2.38 - Conway Fire Station 3			

COMMENTS	
Comprehensive Plan District: Economic Activity Center & Commercial Corridor	Overlay/Area Plan:
<p><b>Discussion:</b> The applicant is requesting to rezone from MA 3 to MA 2 for medium industrial uses. Offices and trade shops are not permitted uses in MA 3, but are permitted in MA 2. The property was rezoned (2018-04-003) from LI to MA 3 in 2018 with no particular use specified. The future land use designation is Commercial Corridor and Economic Activity Center. The Imagine 2040 Comprehensive Plan states "this category encourages development of manufacturing, industrial, distribution, services, and office uses in locations that will minimally affect surrounding properties."</p> <p>Frank &amp; Sons has an active business license at this location. Staff has concerns with potential access management issues. The applicant is working on a solution.</p> <p>Public Comment: 10/6/2022 Linda Prescott spoke in opposition of the request. Her concerns were noise and outdoor storage. David Schwerd was present to address questions and concerns.</p>	
Proposed Improvements	

TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	30 / 300		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	259 / 259	Carolina Forest High	2,388	2,802	117%
Existing Road Conditions	State, Paved, Two-lane	Blackwater Middle	859	765	89%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 544, Station (242) 11,700 AADT 10-15%	Waccamaw Elementary	863	1,013	117%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MA 2	MA 3	LI	HC	SF 7	MA 1
Min. Lot Size (in square feet)	21,780	43,560	21,780	10,000	7,000	21,780
Front Setback (in feet)	50	50	50	50	25	50
Side Setback (in feet)	25	25	20	10	10	25
Corner Side Setback (in feet)	37.5	37.5	30	15	15	37.5
Rear Setback (in feet)	25	25	25	15	15	25
Bldg. Height (in feet)	75	100	60	120	35	60

Attachment A – Rezoning Maps





- Parcel for Consideration**
- Parcel for Consideration
  - Major Road
  - Other Road
  - Railroad

**Aerial Map**  
 Rezoning Case Number 2022-09-007  
 Rezoning 5.51 acres from MA 3 to MA 2



**Flood Map**

Rezoning  
 Case Number  
 2022-09-007  
 Rezoning 5.51 acres  
 from MA 3 to MA 2

- Parcel for Consideration
- Supplemental Flood Zone
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area
- 0.2% Annual Chance Flood Hazard
- Major Road
- Other Road
- Railroad

15

14

13

42

42

41

40

40



COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 126-2022

**AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH LEADERSHIP IN FLIGHT TRAINING ACADEMY FOR PROPERTY LOCATED AT MYRTLE BEACH INTERNATIONAL AIRPORT.**

**WHEREAS**, Horry County Council is empowered by section 4-9-30(2) of the South Carolina Code of Laws "to lease, sell, or otherwise dispose of real and personal property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

**WHEREAS**, Leadership in Flight Training Academy has requested that the County allow it to lease certain property in connection with the construction and operation of its temporary flight training school and support aircraft maintenance facility; and

**WHEREAS**, County Council is of the opinion that such an arrangement is consistent with the value and use of the property, and will benefit the County by providing use of the subject property.

**NOW, THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, the following hereby is ordained and enacted:

**1. AUTHORIZATION:** The Horry County Administrator, for and on behalf of Horry County and its Department of Airports, is hereby authorized and directed to engage in negotiations with Leadership in Flight Training Academy in the best interest of the County, and to execute a Lease Agreement substantially similar to the attached hereto and incorporated herein by reference.

**2. SEVERABILITY.** If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

**3. CONFLICT WITH PRECEDING ORDINANCES.** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

**4. EFFECTIVE DATE.** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED**, this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
R. Mark Causey, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

MEMO

FROM: DEPARTMENT OF AIRPORTS  
TO: INFRASTRUCTURE AND REGULATION COMMITTEE  
DATE: OCTOBER 11, 2022  
SUBJECT: LEASE AGREEMENT FOR DEVELOPMENT OF A FLIGHT TRAINING ACADEMY AT MYR –  
REPUBLIC AIRWAYS LEADERSHIP IN FLIGHT TRAINING ACADEMY

ISSUE

Consideration of the proposed Lease Agreement ("Agreement") between Horry County ("County") and Republic Airways Leadership in Flight Training Academy ("Lift Academy") for the right to lease property at Myrtle Beach International Airport ("MYR") in connection with the flight training school and support aircraft maintenance facility.

DISCUSSION

The proposed site is located on the general aviation side of MYR, and consists of approximately one (1) acre of unimproved land and four (4) acres space on the existing general aviation aircraft ramp. Lift Academy intends to utilize the property for the construction and operation of their Myrtle Beach campus flight training school; to include areas for aircraft ramp/tie-down, the installation of modular classrooms/offices, construction of a steel and fabric membrane aircraft maintenance facility, and vehicle parking.

The proposed term of the Agreement is for a period of two (2) years and includes two (2) renewal terms, each for a period of one (1) year. The relatively short term of the Agreement is due to the temporary nature of Lift Academy operations on this site, while a permanent campus is developed elsewhere on airport property. The ground rent will be waived for the initial two (2) year term, but will be set to an annual rent amount of \$21,780 for the first renewal term, to be adjusted by the change in the Consumer Price Index for the second renewal term.

Horry County Department of Airports ("HCDA") has prepared the proposed Agreement and feels that the terms proffered are consistent with the value and use of airport property, will not conflict with other operations at MYR, and will benefit the County by providing a beneficial use of the subject premises and revenue therefrom.

RECOMMENDATION

HCDA staff recommends that the Infrastructure and Regulation Committee approve entering into an Agreement with Leadership in Flight Training Academy, substantially similar to the one attached.

###

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HORRY COUNTY, a political subdivision organized and existing under the laws of the State of South Carolina ("Lessor") and LEADERSHIP IN FLIGHT TRAINING ACADEMY DBA LIFT ACADEMY ("Lift Academy"), a business entity organized and existing under the laws of the State of Indiana, and authorized to conduct business in Horry County, South Carolina ("Lessee").

**WITNESSETH:**

WHEREAS, Lessor is the owner of and has the right to lease certain property located at 3265 Victory Lane, Myrtle Beach, SC 29577; and

WHEREAS, Lessee has requested that it be granted a leasehold in that property to construct and operate its temporary aviation flight school and support aircraft maintenance facility; and

WHEREAS, Lessee has therefore submitted a proposal for the leasing of that property to the Horry County Department of Airports, which proposal was then forwarded to the Horry County Transportation Committee for its recommendation, and then to Horry County Council for its approval; and

WHEREAS, Airport Staff has negotiated the terms and conditions of a Lease Agreement, and the Transportation Committee and Horry County Council, having reviewed the agreed-upon terms, found those terms to be acceptable and in the best interests of the County.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, Lessor and Lessee agree as follows:

**ARTICLE I**  
**PREMISES**

- 1.01 **Premises.** Lessor hereby leases to Lessee the former Building 327 site, including surrounding property, adjacent vehicle parking areas and aircraft ramp areas (hereinafter "Premises"), located at 3265 Victory Lane, Myrtle Beach, SC 29577 and consist of approximately five (5) acres of ground area. The location of the Premises is shown on Exhibit "A", attached hereto and made a part thereof.

Lessee shall also have the right to use, in common with other leaseholders and users of Airport property, associated aircraft ramp and taxiways for the purpose of appropriate access to the runway and other facilities at the Airport. In addition, Lessee and its employees shall also have the right to use, in common with others, common vehicle parking areas owned by Lessee.

- 1.02 **DISCLAIMER OF WARRANTIES.** Lessee represents that the Lessee has inspected the Premises and agrees to accept the Premises in an "AS IS" condition. **LESSOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 1.03 **Covenants and Deed Restrictions.** The Premises are leased to Lessee subject to all covenants, conditions, restrictions, requirements, easements, rights-of-way, reservations, rights, agreements

and encumbrances of record. Lessee agrees to abide by and/or comply with each and every of such covenant, condition, restriction, requirement, easement, right-of-way, reservation, right, agreement and encumbrance that may be contained of record.

Lessee agrees to abide by and comply with each and every covenant, restriction, and requirement that may be contained in the deed or deed pertaining to the Premises. Please reference Exhibit "B" for a copy of the applicable deed for the Premises.

## **ARTICLE II**

### **TERM AND COMMENCEMENT DATE**

2.01 Initial Term. The term of this Agreement shall commence January 1, 2023, subject to approval by the Horry County Council, and full execution hereof, and shall continue in force and effect for a period of two (2) years, terminating December 31, 2024.

2.02 Renewal Option. Lessee shall have the option to renew this Agreement, with Lessor's written consent, subject to all of its terms and conditions, for up to two (2) additional terms of one (1) year each. Each renewal term shall begin on January 1 of the renewal year and terminate one (1) year later on December 31.

In order to exercise its right to request renewal, Lessee shall provide written notice to Lessor of its request to renew not less than three (3) months nor more than six (6) months prior to the expiration of the then current lease or renewal term. A renewal option shall not be exercisable by Lessee unless at the same time of the exercise of said option, Lessee is not in default of its obligations hereunder and the Agreement has not been previously terminated according to the terms and conditions thereof. Failure by Lessee to deliver timely notification of its request to renew under this section shall be deemed notice of Lessee's intent not to renew.

2.03 Holding Over. Upon expiration of this Agreement, at the discretion of the Lessor, Lessee may hold over on a month-to-month basis. Such holding over, however, shall not be construed to renew this Agreement for any further term but may be terminated by Lessor or Lessee upon ninety (90) days written notice; all other terms and conditions provided herein shall remain in full force and effect to any such hold over tenancy.

## **ARTICLE III**

### **USE OF PREMISES**

3.01 Use. Lessee shall comply with all local, state and federal laws, rules, regulations and ordinances that are or may become applicable to its activities under this Lease, including, without limitation, all applicable zoning, parking, signage, and other ordinances and any regulations as issued by the Federal Aviation Administration ("FAA").

Lessee shall have the non-exclusive right and obligation to use the Premises for the construction and operation of Lessee's temporary flight training school and support aircraft maintenance facility. Lessee's operations shall not be available to the general public. Lessee shall possess all required licenses and certifications for the work to be performed by it on the Premises. Use of the Premises for any other purposes shall not be permitted unless agreed to in writing, in advance of such use, by the Lessor. Lessee shall not undertake any operation on the site that will cause a nuisance to or interfere with lawful activity on adjacent properties.

Lessee shall control all activity on the Premises so as not to interfere or cause deleterious effects upon air traffic at the Myrtle Beach International Airport ("Airport"). Lessee shall control all current and future lighting installed on the Premises by Lessee so as to prevent illumination from being a hazard to pilots landing on, taking off from or taxing on the Airport. The determination of hazard shall rest solely with the judgment of the Director of the Horry County Department of Airports.

No use shall be made or permitted to be made to the Premises, or acts done, which will cause a cancellation of any insurance policy covering the Premises, nor shall Lessee keep or permit to be kept in, on or about the Premises any materials which may be prohibited by the standard form fire insurance policy covering such Premises. Lessee shall commit no nuisance in or on or about the Premises, or permit or suffer any nuisance to be committed.

- 3.02 Quiet Enjoyment. Lessee shall be entitled to the quiet enjoyment of the leased Premises provided that Lessee remains in compliance with all the terms and conditions of this Lease.
- 3.03 Efficient Use of Space. Lessee and Lessor agree that efficient use of the Premises is a common goal. Lessee and Lessor therefore agree that Lessor has the right to inquire of Lessee as to Lessee's past and planned utilization of Airport facilities, including those facilities that comprise the Premises. Lessee and Lessor agree that, should Lessee's utilization of the Premises allotted to it herein, or as this Lease Agreement may be amended at a future date, reasonably be deemed as insufficient utilization of the facilities, Lessor may require Lessee to submit a written plan, within forty-five (45) calendar days of its written request to Lessee to do so, detailing Lessee's plan to cure such deficiency and to utilize the Premises properly and efficiently. Such option on the part of Lessor will not be exercised more often than one every twenty-four (24) months.

#### **ARTICLE IV** **RENTAL**

- 4.01 Base Rental Rate/Escalation. During the initial term of the agreement, Lessee shall pay to Lessor an annual base rent ("Base Rent") in the amount equal to Zero Dollars and 00/100 (\$0.00) Beginning at the start of the first renewal option, Lessee shall pay to Lessor an annual Base Rent in an amount equal to Twenty-One Thousand Seven Hundred Eighty Dollars and 00/100 (\$21,780.00), divided into 12 equal monthly payments of \$1,815.00. Lessee shall pay said amounts without demand, and without set-off or deduction, in advance on or before the first day of each month during the term hereof and any hold over period. In the event this Lease commences on or terminates on other than the last day of any particular month, the Base Rent shall be prorated.
- 4.02 Escalation. Beginning at the start of the second renewal option, the annual Base Rent amount shall be adjusted annually on each January 1 (the "Adjustment Date") following the Agreement commencement date, to increase (but not decrease) such annual Base Rent amount by the same percentage of increase that occurred in the Index for the twelve (12) month period that ended three (3) months prior to the Adjustment Date (such increase being referred to herein as the "Annual CPI Adjustment"). The percentage increase in the Index so derived, if positive, shall be multiplied by the current annual Rent amount and the increased amount shall be the annual Rent amount for the succeeding twelve (12) month period; provided, however, if the change in the Index on any Adjustment Date is negative, then the annual Rent amount following such Adjustment Date shall remain the same for the succeeding twelve months as the annual Rent amount for the prior twelve (12) months. "Consumer Price Index" or "Index" as used in this Permit means the Consumer Price Index for All Urban Consumers (1982-84 equals 100), of the Bureau of Labor Statistics of the United States Department of Labor, or the official successor of said Index. If said Index is changed

so that the base year differs from the base year used in the last index published prior to the commencement of the Agreement term, the former Index shall be converted to the new Index in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

- 4.03 Payment of Rent. The Rent shall be paid in said amounts without set-off or deduction, in advance and without demand on or before the first day of each month during the term hereof from and after the Commencement Date.
- 4.04 Late Payment Fee, Penalties, and Collection. Any rental payment any percentage rental payment or payment of any other fee or charge set forth in this Agreement not paid within ten (10) days of the date due shall be subject to a monthly fee of one and one-half (1½ %) percent per month or portion thereof on the entire balance due, including any previously accrued late payment / interest charges. Lessor reserves the right to impose an additional reasonable charge on any payments not made by the due date to recoup its costs associated with administering such overdue account. In the event that collection efforts are required, Lessee shall reimburse Lessor for all costs, fees and charges incurred as a result of said efforts including attorneys' fees and costs. To the extent that any late charge provided for hereunder is determined to constitute interest, in no event shall such late charges, plus any other interest due on sums owed to Lessor hereunder, ever exceed the maximum interest rate permitted by law, and in the event such amount should exceed the maximum rate, then the amount owed to Lessor shall automatically be reduced to equal the maximum amount permitted by law.

#### **ARTICLE V** **IMPROVEMENTS/ALTERATIONS**

- 5.01 Prior Approval Required. Prior to any construction, improvements, modifications or additions to the Premises, Lessee must first obtain from Lessor's Department of Airports prior written approval of such construction, improvement, modification or addition, and all plans, designs, and specifications associated therewith. All construction and improvements undertaken by Lessee must be made in accordance with all applicable statutes, ordinances, rules, regulations, laws, and building codes, and must be completed in a good, substantial, and workmanlike manner without damage to or interference with existing facilities or operations. Written confirmation of compliance with all such applicable statutes, ordinances, rules, regulations, laws, and building codes shall be submitted by the Lessee to Lessor's Department of Airports simultaneously with or prior to requesting the Department's review of final proposed construction plans and specifications. All improvements and alterations must be performed by qualified contractors who are fully licensed to perform work of the kind proposed, and who are bonded and insured in compliance with the Lessor's policies applicable to the procurement of construction services for Lessor's benefit.

Upon the approval of such construction, plans and specifications, Lessee shall within ninety (90) days thereafter commence construction, at its sole expense, and shall diligently prosecute such construction to its completion, in accordance with such plans and specifications. Lessee shall further furnish Lessor with a good and sufficient Surety Bond (in a form and issued by a company acceptable to Lessor) insuring the completion of the work and the payment of all bills in connection therewith. All materials used in any improvements by Lessee shall be of appropriate quality and grade for the use to which they are employed.

Lessee shall file a notice of construction, including Federal Aviation Administration ("FAA") Form 7460, if applicable, with the appropriate federal, state and local authorities with respect to any construction, improvements, modifications or additions Lessee plans to perform, and Lessor shall

cooperate with Lessee in connection therewith but shall not be required to incur any cost or expense in connection therewith. Lessee and Lessee's contractor, in cooperation with Lessor, shall file the FAA Form 7460 with the FAA.

- 5.02 Quality of Work. All construction, improvements and alteration to the Premises must be performed by qualified contractors who are fully licensed to perform work of the kind proposed, and who are bonded and insured in compliance with the Lessor's policies applicable to the procurement of construction services for Lessor's benefit, and shall be constructed in accordance with all applicable building codes, laws and regulations and in a good, substantial, and workmanlike manner. All materials used in any improvements by Lessee shall be of appropriate quality and grade for the use to which they are employed.
- 5.03 Title to Improvements, Alterations and Repairs. All permanent construction, improvements, modifications or additions made to the Premises by Lessee, shall be and remain the property of Lessee until expiration or termination of this Agreement, at which time the said improvements shall, at the sole discretion and determination of Lessor, become the sole property of Lessor in their entirety. Should Lessor determine that it will not take possession of said improvements at the expiration or termination of this Agreement, Lessee shall completely remove within 30 calendar days after the expiration / termination all such improvements from the Airport and restore the Premises to its original condition and to the satisfaction of Lessor.
- 5.05 Protection of Utility Lines and Equipment. All work undertaken pursuant to the authority granted within this Article V shall be subject to the condition that Lessee make, at its expense, suitable arrangements for relocation of any affected governmental or Lessor's / other tenant's utility lines, cables or other equipment. Further, Lessee shall not pave roads or ramps over said utility lines, cables or equipment without the prior written approval of Lessor / tenant.
- 5.06 Trade Fixtures, Machinery and Equipment. If Lessee is not then in default of any provisions of this Agreement, Lessee shall have the duty to remove from the Premises immediately before the expiration of the term, or within ten (10) days after the expiration of the term, any alterations, fixtures, machinery and equipment Lessee has on the Premises as long as the removal will not cause structural damage to the Premises, and Lessee, at its cost, promptly restores any damage caused by the removal and restores the premises to its prior condition as set forth below.
- 5.07 Obligations of Lessor. Lessor is not obligated to provide any improvements under this Agreement.

#### **ARTICLE VI** **MAINTENANCE**

- 6.01 Maintenance. Lessee shall, throughout the term of this Agreement, at Lessee's own cost and expense, and without any expense to Lessor, promptly keep and maintain the Premises, all improvements thereon, and surrounding area in a sanitary and neat order, and Lessee shall promptly keep, maintain, replace, and restore the Premises, and all improvements thereon. Lessor undertakes no responsibility to keep safe or protect the personal property of Lessee or to protect Lessee from casualty to the Premises. All repairs, replacements and renewals shall be equal or better in quality and class to the original work. Should Lessee fail to make required repairs or maintenance, Lessor, in its discretion, may contract with an independent contractor it deems competent to fulfill Lessee's duties under this Article, for which an amount equal to 125% of the actual cost of such work shall be payable by Lessee to Lessor on demand and shall constitute and be deemed additional rental hereunder. Lessor shall be under no obligation to inspect or make any inspections in order to determine when repairs or maintenance are necessary. Lessor undertakes no responsibility to keep

safe or protect the personal property of Lessee or to protect Lessee from interruption of its operations in the event of building leak or other casualty to the Premises. Lessee shall obtain Lessee's own personal property insurance, business interruption insurance, liability insurance for liability to persons coming onto the Premises and insurance for other consequential damages Lessee might suffer from its occupancy of the Premises. Lessor shall not obtain insurance to cover Lessee for any losses or claims.

Without limiting the generality of the foregoing, and subject in all events to the provisions contained within this Article, throughout the term of the Agreement, Lessee shall:

- 1) Maintain and make all necessary repairs and replacements to the foundations, exterior walls and the structural supporting frame and roof as well as make all other necessary structural repairs to any improvements made by Lessee;
- 2) Take good care of the Premises and all improvements and all parts thereof and make all structural or non-structural, ordinary or extraordinary repairs thereto and maintain the same in good condition and perform all necessary preventative maintenance, including, but not limited to, doors, hangar doors, mechanical, electrical, plumbing, fire suppression systems, painting if required as the necessity arises therefor regardless of the cause of the condition requiring the same, and perform periodic inspections of the Premises and any improvements made for the purpose of determining whether any repairs or maintenance are required, so that at the expiration or termination of the Agreement, the Premises will be in as good condition as it was upon the commencement of the Agreement thereof, or, in the case of improvements made during the term of the Agreement, in as good condition as at the time of the installation or construction thereof, in each case except for reasonable wear and tear which does not adversely affect the watertight condition or structural integrity of the facility improvements on the Premises or adversely affect the permitted use of the Premises or any associated improvements;
- 3) Repair any damage to the paving or other exterior surfaces of the Premises.

Under no circumstances shall Lessee allow the property to deteriorate or go to waste.

#### **ARTICLE VII UTILITIES**

- 7.01 Utilities. Lessee shall bear the cost of extending any utilities to the leased premises or any improvements thereon, or modifying such services to address the specific requirements of Lessee. Lessee shall be solely responsible for the payment of all utility charges, water and sewer services, gas, electricity, telephone, trash removal, hazardous waste removal and other services used by Lessee in or on the Premises, to include hook-up fees, advanced deposits or other such costs, regardless of whether the utility charge is incurred in the name of Lessee or Lessor. Lessee shall transfer all applicable utility meters to Lessee's name. In the event Lessor incurs any utility charge in the name of Lessee, Lessee shall reimburse Lessor for the full amount of the charge within five (5) calendar days of the date of written notice to Lessee of the amount of the charge.

#### **ARTICLE VIII TAXES, FEES, ASSESSMENTS**

- 8.01 Taxes, Fees, Assessments. All taxes or governmentally imposed fees or assessments in any way incurred upon the Premises, any improvement thereon or part thereof, or by virtue of Lessee's

occupancy or use thereof shall be borne solely by Lessee. Without any manner limiting this paragraph, Lessee shall absorb all sales taxes, if any, assessed or levied on account of any monies payable by Lessee to Lessor hereunder.

**ARTICLE IX**  
**LIENS AND MORTGAGES**

- 9.01 Liens and Mortgages. Lessee shall keep the Premises and all personal property of Lessor therein or thereon free and clear of liens of any kind, whether such liens are valid or invalid. Lessee shall defend, indemnify and save Lessor harmless against all costs, expenses, loss, loss of use, damages, and attorneys' fees resulting from the filing of liens against the Premises by any person.

If any liens are filed as described herein, Lessee shall immediately begin remedial actions to remove said lien. If, after thirty (30) days, Lessee has not caused the lien's removal from the Premises, Lessor may take whatever action it deems necessary to defend its title to the Premises. This remedy shall be in addition to any other remedies specified elsewhere herein.

**ARTICLE X**  
**ASSIGNMENT, ASSUMPTION OR SUBLETTING**

- 10.01 Assignment, Assumption or Subletting. Lessee shall not assign, permit the assumption of or in any manner transfer any interest in this Agreement, or any part thereof, without the prior written consent of the Lessor. Lessee shall not sublease all or any part of the Premises.

If Lessee assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Agreement, without the prior written consent of the Lessor, Lessor, at its sole discretion, may declare this entire Agreement null and void. If Lessor declares this Agreement null and void as a result of the acts described herein, Lessee shall immediately cease all activity in/on the Premises and vacate the Premises within ten (10) days of receipt of notice of Lessor's duration.

If this lease or any interest of Lessee therein be assigned after having obtained Lessor's prior written consent thereto, Lessee shall nevertheless remain fully liable for the full performance of all obligations under this lease to be performed by Lessee and Lessee shall not be released therefrom in any manner.

**ARTICLE XI**  
**CHANGE IN OWNERSHIP/CONTROL/MANAGEMENT OF LESSEE**

- 11.01 Change in Ownership/Control/Management of Lessee. Lessee specifically acknowledges that Lessor leases the Premises to Lessee on the basis, among other factors, of the Lessee's current management, control and ownership. Lessee specifically acknowledges that Lessor reserves the right to approve any significant change in management structure or ownership and that such approval will not be unreasonably withheld. This would not include any limitation to assign this lease in the event lessee is acquired or merges with another entity. In such event, Lessor reserves the right to require the successor in interest to execute a novation, and any failure to do so by the successor in interest shall be an event of default. Any change of Lessee in any manner described in this Article without the prior written approval of the lessor, which written approval shall not be unreasonably withheld, shall be an event of default. The Lessor, at its sole discretion, may pursue any rights or remedies available to it under the terms of this Agreement.

**ARTICLE XII**  
**NO NUISANCE**

- 12.01 No Nuisance. Lessee shall not commit any nuisance on the Premises, or do or permit to be done anything which results in the creation or commission of a nuisance on the Premises, and the Lessee shall not cause or permit to be caused or produced upon the Premises, or to emanate therefrom, any smoke, gases, vapor or odors in violation of any environmental or other requirements. Lessee shall not, and shall not permit anyone to, dispose of, release or discharge any hazardous substance on the Premises. Any hazardous substance disposed of, released or discharged by Lessee on the Premises shall be completely removed and/or remediated by Lessee, with or without written notice by Lessor to Lessee. The foregoing obligations of Lessee shall survive the expiration or termination of this Agreement.

**ARTICLE XIII**  
**INDEMNIFICATION**

- 13.01 Indemnification and Hold Harmless. Lessee shall protect, indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor and Lessor's council members, directors, officers, committees, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, (including, but not limited to, attorney fees, court costs, and expert fees), of any nature whatsoever, arising out of or incidental to this Agreement, the use or occupancy of the Premises, or the actions and/or omissions of Lessee's directors, officers, agents, employees, contractors, subcontractors or licensees; however, the above indemnity shall not apply to any injury, death or damage caused by the sole negligence of Lessor. Lessee shall give reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination (including default) of this Agreement.
- 13.02 Environmental Indemnification. Lessee shall also indemnify, defend (with counsel satisfactory to Lessor), and hold Lessor, its council members, officers, employees, agents, assigns, and any successors to Lessor's interest in the leased Premises, harmless from and against any and all loss, cost, damage, expense, claim, cause of action, judgment, penalty, fine or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling or presence of Hazardous Materials on, under, or about the leased Premises in violation of Lessee's obligations under this Agreement ("Hazardous Materials Release"). This indemnification shall include, without limitation, (a) personal injury claims, (b) the payment of liens, (c) diminution in the value of the leased Premises, (d) damages for the loss or restriction on use of the leased Premises, (e) sums paid in settlement of claims, (f) actual attorneys' fees, consulting fees, court costs, and expert fees, (g) the cost of any investigation of site conditions, (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any Governmental Authorities or deemed necessary in Lessor's reasonable judgment, (i) and any fines associated with Lessee's activities. Lessor shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings or action initiated in connection with the Hazardous Materials Release. Lessor may also negotiate, defend, approve, and appeal any action taken or issued by any applicable Governmental Authorities with regard to a Hazardous Materials Release. Any costs or expenses incurred by Lessor for which Lessee is responsible under this Paragraph or this Agreement and has indemnified Lessor, (i) shall be paid to Lessor on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of Lessor's successors and assigns.

- 13.03 Regulatory Indemnification. Lessee shall also indemnify, defend (with counsel satisfactory to Lessor), and hold Lessor, its council members, officers, employees, agents, assigns, and any successors to Lessor's interest in the leased Premises, harmless from and against any and all loss, cost, damage, expense, claim, cause of action, judgment, penalty, fine or liability, directly or indirectly, relating to or arising from violation by Lessee, its agents, contractors, or anyone affiliated with Lessee of any local, state or federal laws, rules, regulations or ordinances that are or may become applicable to its activities under this Lease, including, but not limited to, any and all requirements of the Federal Aviation Administration ("FAA").

#### **ARTICLE XIV INSURANCE**

- 14.01 Insurance. Lessee agrees to purchase and keep in force and maintain at all times during the term of this Agreement, at its own expense, for the benefit of itself and name Lessor as additional insured, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina, all insurance as may be required under any applicable minimum standards for Horry County airports or as otherwise directed or modified, at Lessor's sole discretion, so as to protect its interest. At a minimum, Lessee agrees to insure against: (A) all liability for damage to or loss of Lessee's and its customer's property located on the Premises, (B) liability for property damage and personal injury or death arising from acts or omissions of Lessee, its agents and employees, and (C) Workers Compensation claims of all employees as required by South Carolina Workers Compensation Commission and the South Carolina Department of Insurance. Said insurance shall be maintained throughout the term of this Agreement with an insurance company acceptable to Lessor with liability limits of at least \$2,000,000 where such limits are not otherwise set forth in any applicable minimum standards or as may be otherwise directed or modified, at Lessor's sole discretion, so as to protect its interest.

Lessee agrees to purchase and keep in force and maintain at all times during the term of this Agreement, at its own expense, an environmental and/or pollution legal liability insurance policy for any damage or harm resulting from any release of any hazardous material, as that term is defined by the United States Environmental Protection Agency, including, but not limited to, costs of remediation or mitigation of such release of hazardous materials. Said insurance shall be maintained throughout the term of this Agreement with an insurance company acceptable to Lessor with liability limits of at least \$1,000,000 where such limits are not otherwise set forth in any minimum standards or as may be otherwise directed or modified, at Lessor's sole discretion, so as to protect its interest.

The policy or policies shall contain a contractual liability endorsement expressly covering the indemnification provisions of Article 13 of this Agreement. Lessee shall also purchase, at its own cost and in the sole discretion, such business interruption or other insurance to protect Lessee's interest in the event of major or minor damage or disaster to the Premises.

This Agreement shall not become effective until Lessee shall provide to Lessor a copy of certificate(s) evidencing the above insurance. The certificate(s) of insurance shall provide that no material alteration, reduction, or termination of coverage shall occur without the insurance carrier giving Lessor at least thirty (30) days' written notice prior to such alteration, reduction, or termination.

**ARTICLE XV**  
**ENTRY OF LESSOR/RIGHT OF INSPECTION**

- 15.01 Entry of Lessor/Right of Inspection. Lessor may, but does not have the obligation to, at all reasonable times, enter the Premises to inspect or protect the Premises; effect compliance with any law, order or regulation of any lawful authority or with the provisions of this Agreement; exhibit the Premises to prospective tenants, purchasers or other persons; make repairs required in Article VI; alter or otherwise prepare the Premises for re-occupancy at any time after Lessee has vacated the Premises.

**ARTICLE XVI**  
**DEFAULT**

- 16.01 Event of Default. Occurrence of any of the following events ("Event(s)" or "Default" or "Event of Default") shall be sufficient for Lessor to deem Lessee in default of its obligations under this Agreement:
- 1) Failure in the payment, without notice or demand, of any fees or other charges due to Lessor under this Agreement and continuance of such failure in payment for a period of thirty (30) days thereafter.
  - 2) Failure in the performance or breach of any other covenant, obligation or duty imposed by this Agreement by Lessee (other than the payment of fees or other charges due Lessor) and the continuance of such failure in the performance or breach for a period of thirty (30) days after Lessor has given Lessee written notice of such failure in the performance or breach.
  - 3) Filing by Lessee of a voluntary petition in bankruptcy or the voluntary assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors or Lessee is adjudicated bankrupt in an involuntary proceeding in bankruptcy.
  - 4) Failure to utilize the Premises for purposes as set forth under Article III of this Agreement at a reasonable level, after receipt of written notice, and continuance of such failure for a period of thirty (30) days thereafter.
  - 5) Failure by Lessee to demonstrate to Lessor substantial progress towards completion of the proposed improvements and/or complete construction as specified in Article V.
- 16.02 Remedies Upon Default. Upon an event of default and after the passage of the notice period set forth herein (if required), Lessor, at its sole option, may terminate this Agreement. Upon such termination, Lessee will quit the Premises and surrender possession to Lessor, but Lessee will remain liable for any unpaid rent and other unpaid obligations and lost rentals under this Lease.
- 16.03 Waiver. No waiver by Lessor of default by Lessee in performance of any term or terms of this agreement shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor, for or during any period or periods after a default in performance by Lessee, shall not be deemed a waiver of any right on the part of Lessor to declare a default or terminate this Lease Agreement for a subsequent breach thereof.
- 16.04 Termination of Agreement. In the event Lessor shall terminate this agreement or Lessee's right to possession or occupancy of the leased premises as provided herein, Lessee shall promptly vacate

the premises, surrender and deliver possession thereof to Lessor, and at its sole expense remove from the leased premises within thirty (30) calendar days all signs, trade fixtures, furnishings, personal property, equipment, and materials which Lessee was permitted to install and maintain under the rights granted herein. Any of Lessee's property not removed within one hundred eighty (180) calendar days shall become Lessor property.

**ARTICLE XVII**  
**NOTICE**

17.01 Notice. Any request, demand, authorization, direction, notice, consent or waiver provided, required or permitted to be made upon, given by or furnished to Lessor or Lessee, shall be sufficient for every purpose hereunder if in writing and addressed to the other party as follows:

TO LESSOR AT:

Horry County Department of Airports  
Attn: Director of Airports  
1100 Jetport Road  
Myrtle Beach, SC 29577

With a copy to:

Horry County Attorney's Office  
1301 Second Avenue  
Conway, SC 29526

TO LESSEE AT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party from time to time may change its address by written notice to the other party. Notices hereunder shall be deemed effective when delivered by hand delivery or overnight courier with return receipt, or upon receipt or three days after deposit in the United States mail, certified or registered mail, return receipt requested, whichever occurs sooner.

**ARTICLE XVIII**  
**SURRENDER OF POSSESSION**

18.01 Surrender of Premises. Lessee covenants and agrees to yield and deliver possession of the Premises to the Lessor peacefully and promptly on the date of cessation of the letting hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in the condition provided

in Articles II and XVI. Upon expiration of this Agreement, all of the Premises, and all construction, buildings, structures, improvements and fixtures located thereon, shall be free and clear of all liens, encumbrances, security interests and rights of any subtenants or occupants of the Premises.

- 18.02 Removal of Property. Unless required for the performance by the Lessee of its obligations hereunder, the Lessee shall have the right, at any time during the letting hereunder to remove and, on or before the expiration of this Agreement or the effective date of any earlier termination of the letting under this Agreement, shall be obligated to remove, its equipment, inventories, signs, detachable furniture and furnishings and its other removable fixtures and personal property from the Premises, repairing all damage caused by such removal. Any items left behind after execution of this Agreement will be deemed abandoned and, at Lessor's option, become the property of the Lessor.

**ARTICLE XIX**  
**LESSOR'S RIGHT TO RECAPTURE PREMISES**

- 19.01 Lessor's Right to Recapture Premises. Lessor shall have the right to recover the use of the Premises, or any portion thereof, during the term of this Agreement, or any renewal if the same is needed for Airport purposes. Upon exercise of these recapture rights, Lessor shall relocate Lessee to a comparable facility or facilities, if any such are available, at the Airport. In the event of casualty, all of Lessor's casualty insurance proceeds shall be paid to Lessor.

**ARTICLE XX**  
**FORCE MAJEURE**

- 20.01 Force Majeure. Neither Lessor nor Lessee shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the Public Enemy, acts of superior governmental authority, floods, riots, rebellions, acts of sabotage, or other circumstances over which the parties have no control; however, this Article shall in no case be construed to excuse Lessee from paying Lessor any monies due hereunder. In any case where either party believes this Article applies, such party shall promptly give the other party written notice of Force Majeure preventing performance.

**ARTICLE XXI**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 21.01 Compliance with Laws and Regulations. Lessee, at Lessee's sole cost and expense, shall observe and obey and shall require its employees, guests, suppliers and business invitees to observe and obey all present and future federal, state, county, local or Department of Airports laws, statutes, ordinance, codes, rules or regulations relating to the use or occupancy of the Premises, relating to the use or occupancy of vehicle parking areas, aircraft operations areas and any other areas to which Lessee has access pursuant to this Agreement or any activities of Lessee, its employees, suppliers, and invitees undertaken on or near any of the areas. As used herein, laws, statutes, ordinances, codes, rules or regulations include, without limitation, all of the same dealing with any substance that is listed, defined, or regulated as a hazardous substance, hazardous water, or otherwise classified as hazardous or toxic by any of the foregoing governmental entities or any agency or department thereof, and includes all of the same dealing with asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, motor fuel or other petroleum hydrocarbons, or which causes or poses a threat to the environment or to the health or safety of persons on or near the Premises. As to disposal of such substances, Lessee will maintain

a contract with a licensed and recognized waste disposal company that meets the criteria for such companies as they may be changed from time to time by the Department of Airports. When requested, Lessee will provide Lessor with a written copy of the contract and a current letter from the contractor acknowledging that the contract is in effect. Lessee agrees to indemnify and hold Lessor harmless from any and all penalties, losses, liabilities and costs, including attorneys' fees, remediation costs, and laboratory and investigative costs arising from Lessee's failure to comply with this Section.

Nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act. The Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or any department or agency thereof relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act, or any future statute affecting the operation or maintenance of the Airport.

In the event that the Federal Aviation Administration ("FAA") requires, as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then Lessee agrees that such changes shall be permitted.

**ARTICLE XXII**  
**ENVIRONMENTAL COMPLIANCE**

- 22.01 Environmental Compliance. Lessee agrees that it will comply with all federal, state, county, and local laws, rules, regulations and standards that are or may become applicable to its activities under this Lease, and it is responsible for obtaining any environmental permits required for its operations under the Lease.

**ARTICLE XXIII**  
**GOVERNING LAWS AND VENUE**

- 23.01 Governing Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any cause of action between the parties arising out of or involving this Agreement shall be brought in the Court of Common Pleas, or if applicable, Magistrate's Court (or any other Court of like or similar name with identical jurisdiction), Fifteenth Judicial Circuit, Horry County, South Carolina.

**ARTICLE XXIV**  
**PRIOR AGREEMENTS SUPERSEDED**

- 24.01 Prior Agreements Superseded. Any prior agreements between the parties with respect to the Premises, whether written or oral, are superseded by this Agreement and made a nullity. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and it may not be modified, amended or extended except by a subsequent instrument executed with the same formalities as this Agreement.

**ARTICLE XXV**  
**INVALIDITY**

- 25.01 Invalidity. In the event that any provisions, portions, or applications of any provisions of this Agreement are held unenforceable or invalid by any Court of competent jurisdiction, the validity

and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected, and Lessee and Lessor shall promptly negotiate revisions to the affected provisions, or portions or applications thereof, with a view to effecting, as close as possible, the original intentions of the parties.

**ARTICLE XXVI**  
**EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, PUBLIC USE AND**  
**FEDERAL GRANTS**

- 26.01 General Civil Rights Provisions. Lessee agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

The provision binds the Lessee from the bid solicitation period through the completion of the Lease. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In the cases the provision obligates the party or any transferee for the longer of the following periods:

- 1) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- 2) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

- 26.02 Non-Discrimination. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

- 1) Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) Non-discrimination: Lessee, with regard to work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of CFR part 21.
- 3) Solicitations for Sub agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub agreement or supplier will be notified by the Lessee of the

Lessee's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color or national origin.

- 4) Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a company is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) Sanction for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this Lease, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part
- 6) Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any sub agreement or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub lessee, or supplier because of such direction, the Lessee may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Lessee may request the United States to enter into the litigation to protect the interest of the United States.

26.03 Pertinent Non-Discrimination Authorities. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975

and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income population;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

- 26.04 Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- 26.05 Occupational Safety and Health Act of 1970. All contracts and subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **ARTICLE XXVII CAPTIONS AND HEADINGS**

- 27.01 Captions and Headings. The titles of the Articles in this Agreement are included only as a matter of convenience and for reference and in no manner define, limit, broaden, or describe the scope or intent of any of the provisions of this Agreement.

#### **ARTICLE XXVIII WAIVER**

- 28.01 Waiver. Continued performance by either party pursuant to the terms of this Agreement after a default in any of the terms, covenants, provisions and/or conditions by the other party, shall not be deemed a waiver of any right to terminate this Agreement or pursue any other remedy available at law or in equity for the default, and no waiver of any default shall be construed as, or act as, a waiver of any subsequent default, of the same, similar or different term, covenant, provision and/or condition.

**ARTICLE XXIX**  
**REMEDIES CUMULATIVE**

- 29.01 Remedies Cumulative. All Lessor's remedies arising out of this Agreement or provided by statute shall be cumulative and no single remedy shall be exclusive of another. The election of one remedy by Lessor shall not operate to foreclose any other remedy.

**ARTICLE XXX**  
**SECURITY DEPOSIT**

- 30.01 Security Deposit. Security Deposit. To assure the faithful performance of Lessee's obligations hereunder, Lessee shall remit a deposit in the form of cash, a letter of credit, or a payment bond issued by a reputable company licensed to issue such bonds in the State of South Carolina, in an amount equal to six (6) months of all applicable rents, fees and charges to the Lessor, which shall be remitted to the Lessor prior to the Lessee's occupancy of the Premises. Lessee covenants and agrees that Lessor may use this security deposit against any and all unpaid indebtedness legally owed by Lessee to the Lessor. If Lessor is required to utilize any portion of this security deposit during the term of this Agreement, or any subsequent holdover period, the Lessee shall immediately replenish. In no event shall this security deposit be used as payment for any fee set forth in Article 4, above, without the express written authorization of Lessor.

**ARTICLE XXXI**  
**EFFECTIVE DATE**

- 31.01 Effective Date. This Agreement shall become effective on the date specified herein above. Lessor and Lessee specifically covenant and agree that this Lease shall not become valid until and is entirely contingent upon the approval of, by three readings of an ordinance, of the Horry County Council.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents as of the day and year ascribed herein.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**HORRY COUNTY**

By: \_\_\_\_\_

Its: Administrator

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LEADERSHIP IN FLIGHT TRAINING  
ACADEMY**

By: \_\_\_\_\_

Its: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF Horry )

PROBATE

PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_, and made the oath that he or she saw the within named, \_\_\_\_\_, **authorized representative of Leadership in Flight Training Academy, as Lessee**, sign, seal, and as his act and deed deliver the within written LEASE AGREEMENT; and that he or she with the other witnesses subscribed hereinabove witnessed the execution thereof.

SWORN TO BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(L.S.)  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Lift Academy – Temporary Campus**

Ground Area (excluding building): ± 5 Acres or ± 217,800 SF



COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 127-2022

**AN ORDINANCE TO AMEND CHAPTER 18, LAND DEVELOPMENT REGULATIONS OF THE HORRY COUNTY CODE OF ORDINANCES.**

**WHEREAS**, South Carolina Code of Laws 6-29-1120 establishes that a county may adopt Land Development Regulations for the public health, safety, economy, good order, appearance, convenience, morals, and the general welfare; and,

**WHEREAS**, Horry County by adoption of a Housing Element, Community Facilities Element and Priority Investment Element of the Comprehensive Plan, *Imagine 2040*, is authorized through its police power to prepare and recommend by way of the Planning Commission to County Council the adoption of regulations governing the development of land; and,

**WHEREAS**, Land Development Regulations are intended to prevent land use conflicts, ensure adequate infrastructure, promote sound planning, engineering and stormwater practices, and provide for the safe and efficient use of land; and,

**WHEREAS**, Horry County Council last updated the Land Development Regulations in 2008; and,

**WHEREAS**, Horry County Council desires to strengthen the Land Development Regulations as they relate to the development of land; and,

**WHEREAS**, it is the intent of the Horry County Council to promote the general welfare and safety of citizens, businesses and visitors through the application of Land Development Regulations that ensure orderly development.

**NOW THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1. **Amendment of Chapter 18, Article IV.** Article IV, Section 3-2 of the Land Development Regulations is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added.)

**K. Perimeter Grading**

**Perimeter grade changes associated with new major land development shall not exceed a 3-foot elevation difference; unless the proposed grading can be designed to a minimum 12:1 slope between properties. The grade change shall be measured from the average adjacent existing land development to the finished building pad elevation of the proposed development. This may at times cause conflicts with the Stormwater Ordinance and require a variance to the Stormwater regulations which shall be coordinated with the Stormwater Department.**

2. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
3. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.
4. **Effective Date:** This Ordinance shall become effective upon third reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022

Second Reading: November 1, 2022

Third Reading: November 15, 2022

County Council Decision Memorandum  
Horry County, South Carolina

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Date: October 6, 2022  
From: Planning and Zoning  
Division: Infrastructure & Regulation  
Prepared By: Charles Suggs, Principal Planner  
Cleared By: David Jordan, Planning Director  
Regarding: Land Development Regulations - Perimeter Lot Grading

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**ISSUE:**

Should Horry County update the Land Development Regulations regarding perimeter lot grading associated with new major residential development?

**RECOMMENDATION:**

Staff recommends Approval.

**BACKGROUND:**

Horry County first adopted Subdivision Regulations in 1984. In 2001 the Land Development Regulations (LDR's) replaced the Subdivision Regulations. In 2008 the LDR's were updated but since then there have been no amendments or revisions to speak of. In 2015 an effort to update the LDR's began with the formation of a sub-committee of PC. That effort resulted in a number of changes to the document but staff was unable to complete the update as additional staff level changes were discussed.

In late 2018 staff decided to move forward with completing a rewrite/reorganization of the document. A large portion of the 2015 effort carried over into 2018. The document was presented over the course of three meetings with the sub-committee who, on January 11, 2019 recommended approval. The recommended version is awaiting a workshop for further discussion.

**ANALYSIS:**

This amendment adds previously recommended regulations regarding perimeter lot grading associated with the development of new major residential subdivisions to the current version of the Land Development Regulations. The additional language being proposed to Chapter 18, Article IV, Section 3-2 is listed below.

“Perimeter grade changes associated with new major land development shall not exceed a 3-foot elevation difference; unless the proposed grading can be designed to a minimum 12:1 slope between properties. The grade change shall be measured from the average adjacent existing land development to the finished building pad elevation of the proposed development.”

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 128-2022

**AN ORDINANCE TO AMEND ARTICLE XVII, SEC 1706 OF THE HORRY COUNTY ZONING ORDINANCE PERTAINING TO CRITERIA FOR THE DESIGNATION OF HISTORIC TREES.**

**WHEREAS** Horry County has recognized the need to preserve the County's local heritage as an irreplaceable asset thru the protection of historically designated individual properties, sites and landmarks with significant inherent character, interest, history or value as part of the community or heritage of the community, state or nation; and,

**WHEREAS** Horry County has recognized the need to preserve the County's local heritage as an irreplaceable asset thru the protection of historically designated individual properties, sites and landmarks associated with a person or persons who contributed significantly to the culture and development of the community, state or nation; and,

**WHEREAS** Horry County has recognized the need to preserve the County's local heritage as an irreplaceable asset thru the protection of historically designated individual properties, sites and landmarks that represent an established and familiar visual feature of the neighborhood or community; and

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**Amendment of Appendix B, Zoning Ordinance, Article XVII**, Article XVII is hereby amended as follows:

(all text shown **underlined and bolded** shall be added)

**1706.6 – Designation as a Historic Tree. Historic trees are those which have developed exceptional historical, cultural, or aesthetic value because of their age, descent, legendary stature, exemplary representation of genus or species, rarity, or association with an important event or person.**

**Age is an important criterion and determination will vary by species. While age cannot be determined precisely, an estimated age may be used, and candidate trees should be at least 50 years old. This can be determined by supporting documentation, ie pictures and plat maps. Or candidate trees may also be nominated using size according to the specimen list and method of measure per County Ordinance 527.3, Table 5 and 527.3, B.**

**In addition to the above criteria, a tree must meet a minimum of one of the following to be designated historic:**

- (1) **Has historic significance by association with an important event or person.**

Documentation is required; or

- (2) Designates a contribution to a significant view or a spatial structure of a setting; or
- (3) Designates an exemplary representation of the characteristics of a genus or species.

Procedure of notification of property owners on whose parcels a nominated tree is located shall be followed as defined in Section 1706.2.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 15th day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022

Second Reading: November 1, 2022

Third Reading: November 15, 2022

**County Council Decision Memorandum  
Horry County, South Carolina**

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Date: October 11, 2022  
From: Planning and Zoning  
Division: Infrastructure and Regulation  
Prepared By: Lou Conklin, Senior Planner  
Cleared By: David P. Jordan, Planning Director  
Regarding: Historic Tree Designation Criteria

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**ISSUE:**

Should the Horry County adopt an amendment to Article XVII of the Horry County Zoning Ordinance to include criteria for placing a tree on the Horry County Historic Property Register?

**PROPOSED ACTION:**

Amend Article XVII Sec. 1706.

**RECOMMENDATION:**

The Planning Commission and Historic Preservation Commission recommend approval.

**BACKGROUND:**

Planning Commission approved the attached Ordinance in February 2022 and I&R deferred it in March 2022. There are currently four trees on the Horry County Historic Property Register. They are the Waccamaw Cypress Tree, Bishop Thompkins Tree, Riverview Live Oak Tree, and the Eliza Lonzia Boyd Gravesite and Live Oak Tree.

**ANALYSIS:**

While there are four trees on the Horry County Historic Property Register, criteria for placing trees on the register is not currently defined within the ordinance.

COUNTY OF HORRY

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)  
)

Ordinance 129-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE COATES ROAD AGREEMENT WITH HANDFIELD, LLC. FOR APPROXIMATELY 1,700 LINEAR FEET OF ROAD IMPROVMENTS LOCATED ON COATES ROAD OFF OF SC HIGHWAY 90.**

**WHEREAS**, Horry County is authorized by the South Carolina Local Government Development Agreement Act, codified as S.C Code Ann. §§ 6-31-10 to -160 (Supp. 1998) (the "Act") and by the Development Agreement ordinance for Horry County, South Carolina, codified in the Horry County Code of Ordinances as §§ 15-111 to -117 (the "Local Ordinance"), to enter into development agreements with developers; and

**WHEREAS**, the Act requires a development agreement to be approved by the governing body of a county by the adoption of an ordinance; and,

**WHEREAS**, Handfield, LLC. has proposed a development agreement for a project known as the "Coates Road Improvements" to approximately 1,700 linear feet of road located off of SC Highway 90; and,

**WHEREAS**, the Horry County Planning Commission has conducted two public hearings regarding the agreement on September 1st, 2022 and October 6th, 2022, as required by the Act and the Local Ordinance, and has recommended approval of the agreement.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1) **Amendment of Official Zoning Maps of Horry County:**

Horry County Council hereby approves the Coates Road Development Agreement (Development Agreement) to include approximately 1,700 linear feet of road located off of SC Highway 90. The County Administrator is authorized, empowered and directed to execute, acknowledge and deliver the agreement in the name and on behalf of Horry County. The form of the Development Agreement is attached hereto and all terms and provisions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this Ordinance in its entirety. By adoption of this Ordinance, the Horry County Council approves the Development Agreement and all of its terms, provisions and conditions thereof. The Development Agreement is to be substantially in the form attached hereto as Attachment A and hereby approved, or with such minor changes as shall be approved by the officials of Horry County executing same.

2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

County Council Decision Memorandum  
Horry County, South Carolina

---

Date: October 18, 2022  
From: Planning and Zoning  
Division: Infrastructure and Regulation  
Prepared By: David Jordan, Director  
Cleared By: David Jordan, Director  
Regarding: Development Agreement with Handfield, LLC

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**ISSUE:**

Horry County is being asked to execute a Development Agreement with Handfield, LLC to allow Handfield to improve approximately 1,700 linear feet of Coates Road from the intersection with Highway 90.

**BACKGROUND:**

Handfield, LLC has petitioned the City of North Myrtle Beach to annex a 57.18 acre tract of land located on Coates Road. In order for the annexation to occur, Handfield, LLC proposes to improve 1,700 linear feet of Coates Road to add an additional paved access to the project. Handfield, LLC will also have to provide intersection improvements at Highway 90 and Coates as required by SCDOT. Horry County will not be responsible for any costs associated with the improvements.

**RECOMMENDATION:**

Planning Commission has held two public hearings and recommends approval.

**DEVELOPMENT AGREEMENT BETWEEN COUNTY OF HORRY  
AND HANDFIELD, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between HORRY COUNTY, a body politic under the laws of the State of South Carolina ("County") and HANDFIELD, LLC, a South Carolina limited liability company ("Developer").

**WITNESSETH:**

WHEREAS, the Developer desires to develop certain real property owned, or to be owned by Developer, consisting of approximately 57.18 acres, more or less, located in Horry County, South Carolina, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") for the construction and development of a residential project including by single family attached and single family detached residences; and

WHEREAS, the Developer has submitted an application for annexation and zoning of the Property within the City of North Myrtle Beach (the "City"), and, as a condition to approval of such annexation and zoning of the Property by the City, subject to the consent of the County, the Developer has agreed to improve Coates Road, an unpaved roadway presently maintained by the County; and

WHEREAS, the County desires to insure that in the event the Property is annexed and zoned within the City, and developed in accordance with Developer's proposed plan, that adequate and appropriate access to the Property is provided without expense to the County; and

WHEREAS, the Developer desires to obtain from the County assurances that (i) upon the issuance of construction permits, Developer may proceed with the improvement of a portion of Coates Road, at the expense of Developer and in accordance with the Land Development Regulations of Horry County and any required South Carolina Department of Transportation encroachment permit, (the "Road Improvement Standards"). The portion of Coates Road to be improved consist of approximately 1,700 linear feet, beginning at the boundary of the Property with S.C. Highway 90, and extending Eastward along Coates Road (the "Coates Road Improvement Section"), an exhibit showing such Coates Road Improvement Section area is attached hereto as Exhibit "B" and incorporated herein by reference (the "Improvement Section Map"); and

WHEREAS, pursuant to the South Carolina Local Government Agreement Act, Section 6-31-10 et. seq., South Carolina Code of Laws 1976, as amended (the "Act"), the parties hereto have agreed to enter into this Agreement to set forth the terms and conditions of the development of the Property in order to protect more fully both the development rights granted to Owner and the County's material concern for public good which is a material concern of the County.

**AGREEMENT**

NOW THEREFORE in consideration of the foregoing, which is incorporated herein by reference, the mutual covenants of the parties contained herein, and pursuant to the Act, the parties hereto, intending to be legally bound hereby agree as follows:

1. DEFINED TERMS. Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.

2. PURPOSE. The County finds that the development permitted or proposed is consistent with the County's comprehensive plan and land development regulations, provided that the Coates Road Improvement Section is improved, in accordance with the terms of this Agreement. The purpose of this Agreement is to set forth the obligations of the Developer for the improvement of Coates Road, to provide adequate means of ingress and egress to and from the Property, and to encourage a more desirable environment and improve the quality of life for County residents.

3. TERM. The Term of this Agreement shall extend from the Effective Date of this Agreement for a period of at least Five (5) years (the "Term").

4. PUBLIC FACILITIES/INFRASTRUCTURE. The following types of public facilities will service the Property: Water and Sewer systems, stormwater systems, on-site and off-site road improvements and construction. The extension of these facilities to the Property, and the installation of the same upon the Property shall be at the expense of Developer, at the time of development of the Property, as needed for Developer's development. Specifically, the improvement of the Coates Road Improvement Section shall be at the expense of the Developer.

5. DEVELOPMENT PERMITS. Developer shall be solely responsible for such local, state and federal permits which are needed and shall be obtained for the improvement of Coates Road and the development of the Property.

6. DEVELOPMENT SCHEDULE. If Developer elects to proceed with development of the Property, the initial construction phase will begin with site clearing and grading. Though market forces may shift and thereby accelerate development, it is anticipated that the development will be completed within Five (5) years. It is agreed that the provisions of this Agreement, other than the requirement for improvement of the Coates Road Improvement Section, will not apply to any development which occurs after the expiration of the Term, unless this Agreement has been extended pursuant to state law.

7. PUBLIC NOTICE AND HEARINGS. The County represents and warrants that it has conducted at least two public hearings and has published the notice of intent to consider this Agreement in the Horry Independent and other Waccamaw Publishing newspapers, in accordance with the requirements of Section 6-31-50 of the Act.

8. COMPLIANCE WITH LAWS. Notwithstanding any other provision of law, the improvement of Coates Road must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the County as authorized by Chapter 9 of Title 6 of the Code. In the event state or federal laws or regulations enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

9. SUBSEQUENT LAWS. The County may subsequently adopt laws applicable to the Property, provided the County at a public hearing determines:

- (a) The laws are not in conflict with the Act and do not prevent the Property from being developed as set forth herein;
- (b) The laws are essential to the public health, safety or welfare and expressly state that they apply to the Property;
- (c) The laws are specifically anticipated and provided for herein;

- (d) The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the County, would pose a serious threat to the public health, safety or welfare; or
  - (e) This Agreement is based on substantially and materially inaccurate information supplied by the Developer.
10. RECORDING. The Developer shall record this Agreement with the Horry County Register of Deeds within Fourteen (14) days of the date of execution.
11. TERM. Unless otherwise extended as provided for herein or in the Act, the term of this Agreement shall expire on the date which is Five (5) years from the date of execution.
12. MODIFICATIONS AND AMENDMENTS. This Agreement may be modified, amended or cancelled by mutual consent of the parties hereto, evidenced by written agreement signed by both parties and recorded in the Office of the Register of Deeds for Horry County, as required herein.
13. BENEFIT. The burdens of this Agreement are binding upon and benefits of this Agreement shall run with the land and inure to all successors in interest of the parties hereto.
14. SEVERABILITY. If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.
15. GOVERNING LAW. The provisions of this Agreement are governed by, and construed in accordance with, the Act and general laws of the State of South Carolina.

*[Signature pages to follow]*

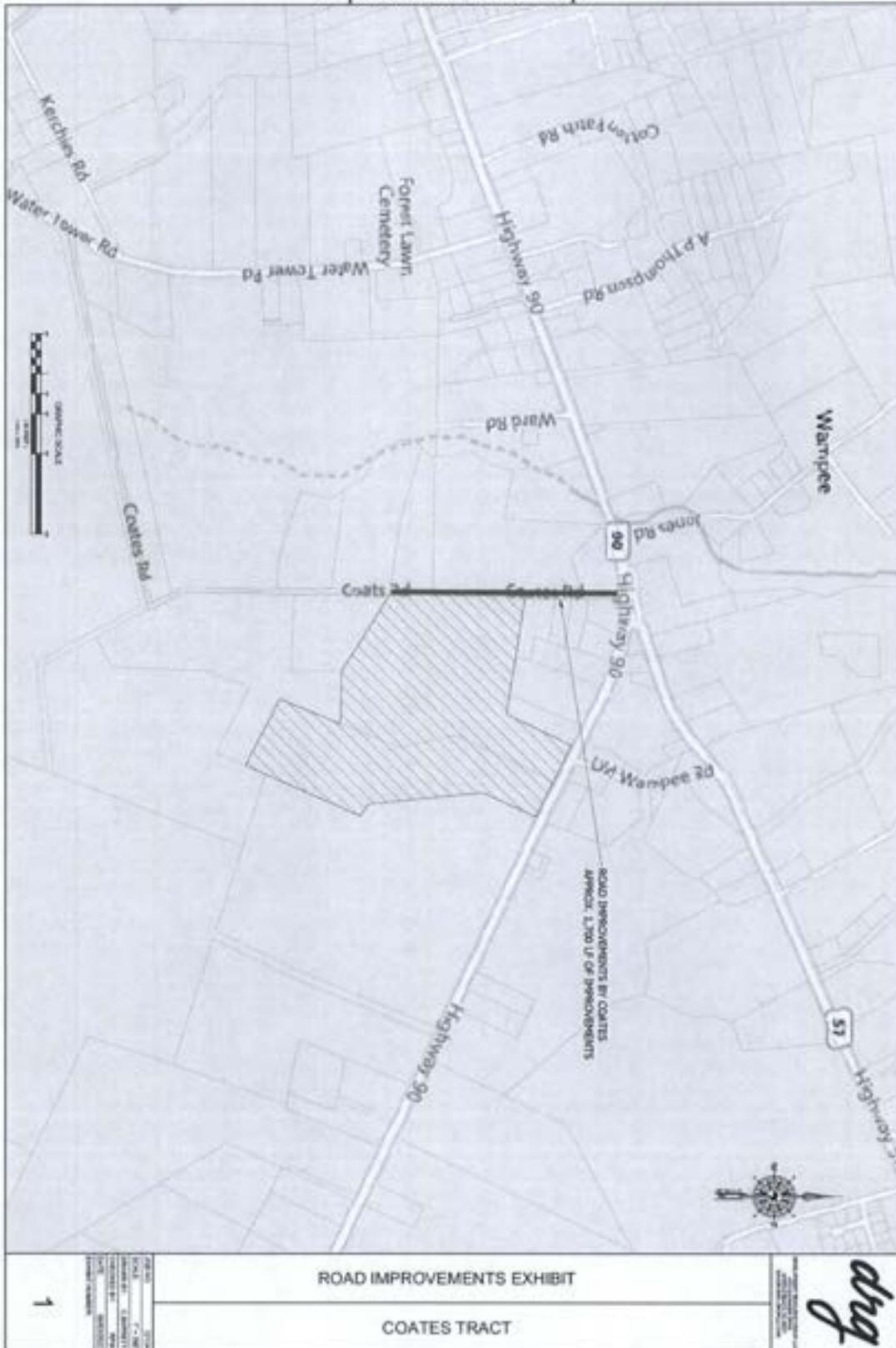






# EXHIBIT "B"

## Improvement Section Map



COUNTY OF HORRY

)

Ordinance 130-2022

STATE OF SOUTH CAROLINA

)

**AN ORDINANCE TO APPROVE THE LONG BAY ROAD AGREEMENT WITH BEAZER HOMES, LLC. FOR APPROXIMATELY 6,120 LINEAR FEET OF ROAD IMPROVMENTS LOCATED ON LONG BAY ROAD OFF OF SC HIGHWAY 90.**

**WHEREAS**, Horry County is authorized by the South Carolina Local Government Development Agreement Act, codified as S.C Code Ann. §§ 6-31-10 to -160 (Supp. 1998) (the "Act") and by the Development Agreement ordinance for Horry County, South Carolina, codified in the Horry County Code of Ordinances as §§ 15-111 to -117 (the "Local Ordinance"), to enter into development agreements with developers; and

**WHEREAS**, the Act requires a development agreement to be approved by the governing body of a county by the adoption of an ordinance; and,

**WHEREAS**, Beazer Homes, LLC. has proposed a development agreement for a project known as the "Long Bay Road Improvements" to approximately 6,120 linear feet of road located off of SC Highway 90; and,

**WHEREAS**, the Horry County Planning Commission has conducted two public hearings regarding the agreement on September 1st, 2022 and October 6th, 2022, as required by the Act and the Local Ordinance, and has recommended approval of the agreement.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**  
Horry County Council hereby approves the Long Bay Road Development Agreement (Development Agreement) to include approximately 6,120 linear feet of road located off of SC Highway 90. The County Administrator is authorized, empowered and directed to execute, acknowledge and deliver the agreement in the name and on behalf of Horry County. The form of the Development Agreement is attached hereto and all terms and provisions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this Ordinance in its entirety. By adoption of this Ordinance, the Horry County Council approves the Development Agreement and all of its terms, provisions and conditions thereof. The Development Agreement is to be substantially in the form attached hereto as Attachment A and hereby approved, or with such minor changes as shall be approved by the officials of Horry County executing same.
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 15<sup>th</sup> day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: October 18, 2022  
Second Reading: November 1, 2022  
Third Reading: November 15, 2022

County Council Decision Memorandum  
Horry County, South Carolina

---

Date: October 18, 2022  
From: Planning and Zoning  
Division: Infrastructure and Regulation  
Prepared By: David Jordan, Director  
Cleared By: David Jordan, Director  
Regarding: Development Agreement with Beazer Homes, LLC

---

**ISSUE:**

Horry County is being asked to execute a Development Agreement with Beazer Homes, LLC to allow Beazer to improve approximately 6,120 linear feet of Long Bay Road from the intersection of Water Tower Road to Water Lilly Road.

**BACKGROUND:**

Beazer Homes, LLC has petitioned the City of North Myrtle Beach to annex a 221.42 acre tract of land located at the intersection of Water Tower Road and Long Bay Road. In order for the annexation to occur, Beazer Homes, LLC proposes to improve 6,120 linear feet of Long Bay Road to add an additional paved access to the project. Horry County will not be responsible for any costs associated with the improvements.

**RECOMMENDATION:**

Planning Commission has held two public hearings and recommends approval.

**DEVELOPMENT AGREEMENT BETWEEN COUNTY OF HORRY  
AND BEAZER HOMES, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between HORRY COUNTY, a body politic under the laws of the State of South Carolina ("County") and BEAZER HOMES, LLC, a Delaware limited liability company ("Developer").

**WITNESSETH:**

**WHEREAS**, the Developer desires to develop certain real property owned, or to be owned by Developer, consisting of approximately 221.42 acres, more or less, located in Horry County, South Carolina, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") for the construction and development of a residential project including by single family attached and single family detached residences; and

**WHEREAS**, the Developer has submitted an application for annexation and zoning of the Property within the City of North Myrtle Beach (the "City"), and, as a condition to approval of such annexation and zoning of the Property by the City, subject to the consent of the County, the Developer has agreed to improve Long Bay Road, an unpaved roadway presently maintained by the County; and

**WHEREAS**, the County desires to insure that in the event the Property is annexed and zoned within the City, and developed in accordance with Developer's proposed plan, that adequate and appropriate access to the Property is provided without expense to the County; and

**WHEREAS**, the Developer desires to obtain from the County assurances that (i) upon the issuance of construction permits, Developer may proceed with the improvement of a portion of Long Bay Road, at the expense of Developer and in accordance with the Land Development Regulations of Horry County, (the "Road Improvement Standards"). The portion of Long Bay Road to be improved consist of approximately 6,120 linear feet, beginning at the boundary of the Property, and extending to the intersection of Long Bay Road and Water Lilly Road (the "Long Bay Road Improvement Section"), an exhibit showing such Long Bay Road Improvement Section area is attached hereto as Exhibit "B" and incorporated herein by reference (the "Improvement Section Map"); and

**WHEREAS**, pursuant to the South Carolina Local Government Agreement Act, Section 6-31-10 et. seq., South Carolina Code of Laws 1976, as amended (the "Act"), the parties hereto have agreed to enter into this Agreement to set forth the terms and conditions of the development of the Property in order to protect more fully both the development rights granted to Owner and the County's material concern for public good which is a material concern of the County.

**AGREEMENT**

**NOW THEREFORE** in consideration of the foregoing, which is incorporated herein by reference, the mutual covenants of the parties contained herein, and pursuant to the Act, the parties hereto, intending to be legally bound hereby agree as follows:

1. **DEFINED TERMS.** Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.

2. PURPOSE. The County finds that the development permitted or proposed is consistent with the County's comprehensive plan and land development regulations, provided that the Long Bay Road Improvement Section is improved, in accordance with the terms of this Agreement. The purpose of this Agreement is to set forth the obligations of the Developer for the improvement of Long Bay Road, to provide adequate means of ingress and egress to and from the Property, and to encourage a more desirable environment and improve the quality of life for County residents.

3. TERM. The Term of this Agreement shall extend from the Effective Date of this Agreement for a period of at least Five (5) years (the "Term").

4. PUBLIC FACILITIES/INFRASTRUCTURE. The following types of public facilities will service the Property: Water and Sewer systems, stormwater systems, on-site and off-site road improvements and construction. The extension of these facilities to the Property, and the installation of the same upon the Property shall be at the expense of Developer, at the time of development of the Property, as needed for Developer's development. Specifically, the improvement of the Coates Road Improvement Section shall be at the expense of the Developer.

5. DEVELOPMENT PERMITS. Developer shall be solely responsible for such local, state and federal permits which are needed and shall be obtained for the improvement of Long Bay Road and the development of the Property.

6. DEVELOPMENT SCHEDULE. If Developer elects to proceed with development of the Property, the initial construction phase will begin with site clearing and grading. Though market forces may shift and thereby accelerate development, it is anticipated that the development will be completed within Five (5) years. It is agreed that the provisions of this Agreement, other than the requirement for improvement of the Long Bay Road Improvement Section, will not apply to any development which occurs after the expiration of the Term, unless this Agreement has been extended pursuant to state law.

7. PUBLIC NOTICE AND HEARINGS. The County represents and warrants that it has conducted at least two public hearings and has published the notice of intent to consider this Agreement in the Horry Independent and other Waccamaw Publishing newspapers, in accordance with the requirements of Section 6-31-50 of the Act.

8. COMPLIANCE WITH LAWS. Notwithstanding any other provision of law, the improvement of Long Bay Road must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the County as authorized by Chapter 9 of Title 6 of the Code. In the event state or federal laws or regulations enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

9. SUBSEQUENT LAWS. The County may subsequently adopt laws applicable to the Property, provided the County at a public hearing determines:

- (a) The laws are not in conflict with the Act and do not prevent the Property from being developed as set forth herein;
- (b) The laws are essential to the public health, safety or welfare and expressly state that they apply to the Property;
- (c) The laws are specifically anticipated and provided for herein;

- (d) The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the County, would pose a serious threat to the public health, safety or welfare; or
  - (e) This Agreement is based on substantially and materially inaccurate information supplied by the Developer.
10. RECORDING. The Developer shall record this Agreement with the Horry County Register of Deeds within Fourteen (14) days of the date of execution.
11. TERM. Unless otherwise extended as provided for herein or in the Act, the term of this Agreement shall expire on the date which is Five (5) years from the date of execution.
12. MODIFICATIONS AND AMENDMENTS. This Agreement may be modified, amended or cancelled by mutual consent of the parties hereto, evidenced by written agreement signed by both parties and recorded in the Office of the Register of Deeds for Horry County, as required herein.
13. BENEFIT. The burdens of this Agreement are binding upon and benefits of this Agreement shall run with the land and inure to all successors in interest of the parties hereto.
14. SEVERABILITY. If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.
15. GOVERNING LAW. The provisions of this Agreement are governed by, and construed in accordance with, the Act and general laws of the State of South Carolina.

*[Signature pages to follow]*





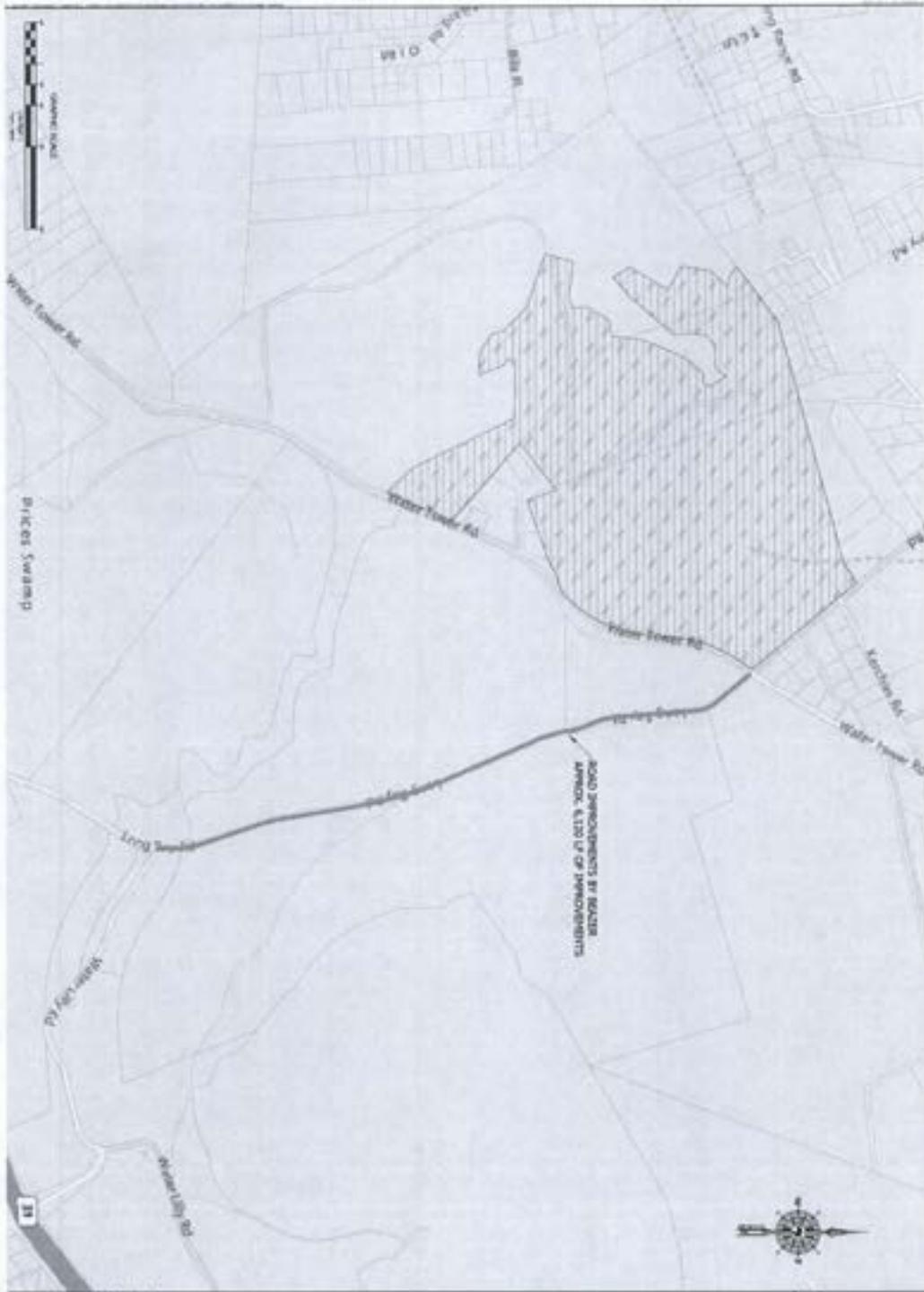
# EXHIBIT "A"

## Legal Description of Property



# EXHIBIT "B"

## Improvement Section Map



ROAD IMPROVEMENTS

LAURET TRACT

*Log*

COUNTY OF HORRY )

STATE OF SOUTH CAROLINA )

Ordinance 133-2022

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE A 28.2 ACRE PORTION OF PIN 45800000002 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL DISTRICT (MRD 2)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, The MRD district encourages the design of a more complete and sustainable environment consistent with the needs of the County through the imaginative approaches to community design that allow and support mixed residential uses, design flexibility, pedestrian-oriented development, interconnectivity and sensitivity to the needs of the public, economy and natural environment; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential District (MRD 2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1) **Amendment of Official Zoning Maps of Horry County;**

Parcel(s) of land identified by PIN 45800000002 and currently zoned Commercial Forest Agriculture (CFA) is hereby rezoned to Multi-Residential District (MRD 2), as included in **Attachment A** titled "Rezoning Map", and **Attachment B** titled "Scipio Tract Conceptual Plan" and shall include the following design standards:

**A. Density**

Use	Maximum # of Units	Maximum Gross Density	Maximum Net Density
Townhomes	180	6.4 du/ac	7.6 du/ac

**B. Dimension Standards**

Minimum Lot Area (in sq.ft.)	Minimum Setbacks (in feet)				Minimum Building Separation (in feet)	Maximum Height (in feet)
	Front	Side	Rear	Corner Side		
N/A	20	5	10	15	10	40

**C. Sustainable Development Standards**

- Community gardening: A one thousand (1,000) square foot plot for every twenty-five (25) units. If less than twenty-five (25) units are proposed, one (1) one thousand (1,000) square foot plot shall suffice. The community garden shall be centrally located and accessible from all proposed residential units. Said garden/s shall be owned in common and kept in perpetuity. Maintenance shall be the responsibility of the common ownership.
- All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width shall count as recreational open space so long as such walkways are adjacent, or located directly across the

street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.

3. All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width shall count as recreational open space so long as such walkways are adjacent, or located directly across the street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: November 15, 2022  
Second Reading:  
Third Reading:

## HORRY COUNTY REZONING REVIEW SHEET

Energy #: 059436 Advertisement & Mailout Date : 10-13-2022 Date Posted: 10-12-2022 # Property Owners Notified: 45 Report Date: 10-3-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Thomas & Hutton	Rezoning Request #	2022-10-001
PIN #	458-00-00-0002 (Portion)	County Council District #	4 - Loftus
		Staff Recommendation	Approval
Site Location	Scipio Ln in Myrtle Beach	PC Recommendation	Approval 8:1
Property Owner	Archie Howell Jr ETAL		Size (in acres) of Request

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood Information	X	CFA	CFA	CFA
Proposed Zoning	MRD 2	Wetland Information	4.6 acres (Portion)	MSF 10	Subject Property	RC
Proposed Use	180 Townhomes	Utilities	Public	MSF 10	PA 1	MSF 10
Character of the Area	Residential & Commercial	Fire in miles	0.35 - Station 20 (Career)			
		EMS in miles	0.35 - Station 20 (Career)			

**COMMENTS**

Comprehensive Plan District: Suburban & Scenic & Conservation      Overlay/Area Plan: Burgess Community Area Plan

**Discussion:** The applicant is requesting to rezone from CFA to MRD 2 for 180 Townhomes with a gross density of 6.4 du/ac and a net density of 7.6 du/ac. The plan proposes three sustainable development criteria: 1) Internal sidewalks 2) Community garden 3) 100% increase in active open space, and external sidewalks along with perimeter buffers that vary in width. The applicant has requested a design modification to allow a single 66' access and an emergency gated access to serve the project.

The future land use designation is Scenic & Conservation. The Imagine 2040 Comprehensive Plan states the desired development pattern is "limited development. These areas are important for the ecosystem services (flood control, stormwater filtration, clean air), educational and research opportunities, and for nature-based recreation."

However, "in cases where more site-specific information, such as wetland delineations and soil data, is available to show that a property or a portion of a property is not environmentally constrained, that information may be presented to the Planning Commission to be considered for uses other than those defined within the recommended land use list or described development pattern. The proposed development would need to be consistent with character of the community and not adversely impact the surrounding landscape. Development would need to address natural hazards, stormwater, public safety, access management, and wildlife through design, mitigation measures, capital improvements, or other necessary tools."

"If development is deemed appropriate, it should incorporate best management practices for protecting environmentally sensitive areas and water quality, in addition to avoiding natural hazards and addressing public safety issues."

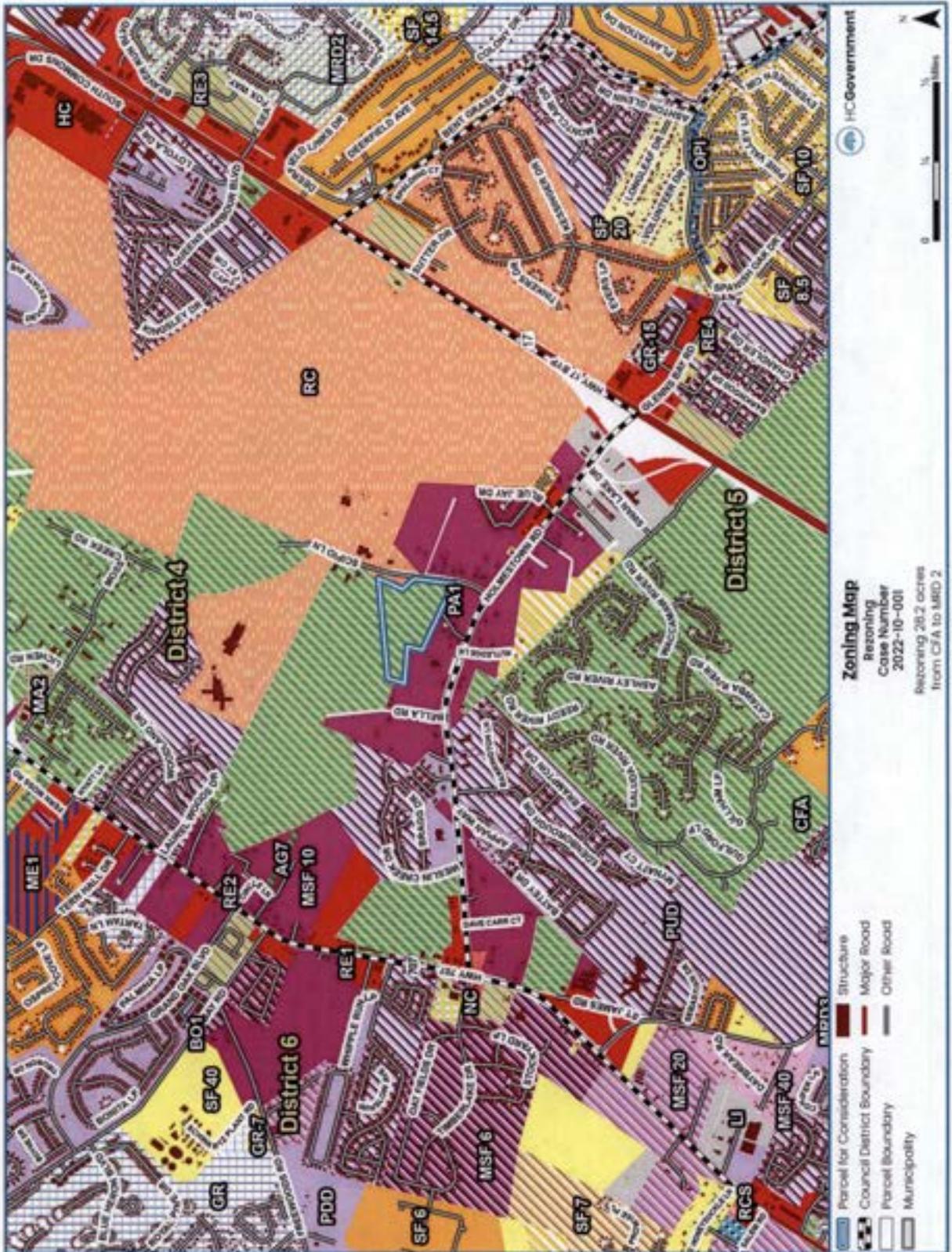
**Public Comment: 11/3/2022** Bob Ziegler with the Greater Burgess Community Association and Cad Holmes spoke in opposition of the request. Their concerns were traffic, density, buffers and stormwater. Walter Warren was present to address questions and concerns.

Proposed Improvements:

TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 750		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	1,100 / 1,100	St. James High	1,577	1,775	113%
Existing Road Conditions	County, Paved, Two-lane	St. James Intermediate	1,092	842	77%
Rd, Station, Traffic AADT (2021) % Road Capacity	S-1240 Holmestown Rd, Station (700) 21,900 AADT 55-60%	Burgess Elementary	714	638	89%

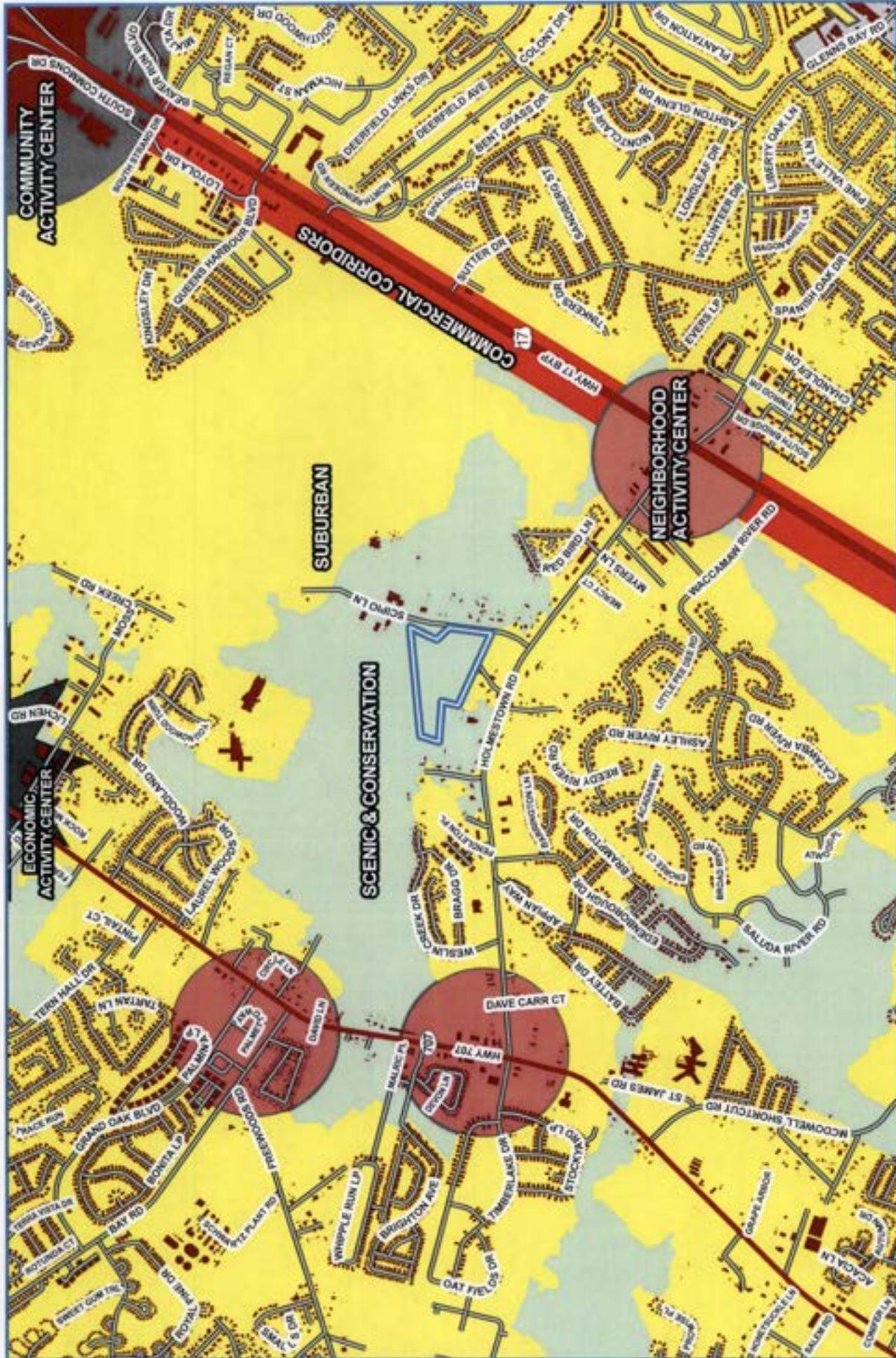
DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD 2	CFA Comm / Res	MSF 10	RC (Commercial)	PA 1	CFA Comm / Res
Min. Lot Size (in square feet)	N/A	43,560 / 21,780	10,000	25,000	21,780	43,560 / 21,780
Front Setback (in feet)	20	60 / 40	25	40	50	60 / 40
Side Setback (in feet)	5	25 / 15	10	30	10	25 / 15
Corner Side Setback (in feet)	15	37.5 / 22.5	15	45	15	37.5 / 22.5
Rear Setback (in feet)	10	40 / 25	15	25	15	40 / 25
Bldg. Height (in feet)	40	35	35	Unlimited	36 per 1/2 acre not to exceed 300	35

Attachment A – Rezoning Map



Attachment B – Scipio Tract Conceptual Plan





**Future Land Use Map**  
 Rezoning Case Number 2022-10-001  
 Rezoning 28.2 acres from CFA to MFD 2

Structure  
 Major Road  
 Other Road  
 Parcel for Consideration  
 Parcel Boundary  
 Municipality



Parcel for Consideration

Other Road

### Aerial Map

Rezoning Case Number  
2022-10-001  
Rezoning 28.2 acres  
from CFA to MRD 2





COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-35-2022  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
4	\$2,000	<u>Horry County Police Department</u> – funding for the annual Shop With A Cop program for children who have been identified by their schools to participate in the program.
\$1,000 each from Dist 1, 2,7,8,9,10,11	\$7,000	

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 15th day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
R. Mark Causey, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

## REQUEST FOR ALLOCATION OF RECREATION FUNDS

Request is made to Council District All Date of Request 10/31/2022

Non-Profit Organization Making Request:

Name: Horry County Police Department-Shop with a Cop Program

(must list the legal name of the Organization that agrees to the Federal ID Number)

Address: 2560 N. Main St. Suite 7

Conway, SC 29526

Telephone Number: 843-915-8340

Federal Identification Number: 57-6000365

IRS Code Section under which tax exemption was granted: \_\_\_\_\_

IRS Tax Exemption Determination Letter attached? (circle answer) Yes No

If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.

Description of the Tax Exempt Purpose of the Organization

Describe below, in specific detail, how the funds will be spent if allocated.

Each year, during December, Horry County Police Officers pair up with kids who have been selected by their schools to participate in Shop with a Cop. These are kids who, without this program, probably would not enjoy Christmas like the majority of other more fortunate kids do. Your generosity and financial support will enable this program to succeed.

Amount Requested: \$15,000.00 Date amount is needed: 12/01/2022

State why this is an appropriate use of Council Recreation Funds:

Requested by:

Printed name: Joe Hill

Position within the Organization: Chief of Police

Signature: \_\_\_\_\_

Review Process: \_\_\_\_\_

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

RESOLUTION R-132-2022

**A RESOLUTION TO APPROVE THE APPLICATION TO THE SOUTH CAROLINA OPIOID RECOVERY FUND BOARD FOR THE GUARANTEED POLITICAL SUBDIVISION SUBFUND AND AUTHORIZE AND APPROPRIATE OPIOID SETTLEMENT FUNDS FOR FISCAL YEAR 2023.**

**WHEREAS**, Horry County Council adopted Ordinance 39-2022, AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA FOR FISCAL YEAR ENDING JUNE 30, 2023; and

**WHEREAS**, Ordinance 39-2022 included Section 16 to authorize the appropriation of proceeds from the South Carolina Opioid Recovery Fund and other settlement funds received from the Opioid Lawsuit by resolution of council to uses allowed in the settlement agreement. This appropriation shall increase the original budget appropriation and shall not require a supplemental budget ordinance; and

**WHEREAS**, the County is allocated \$917,228.22 from the initial settlement payments; and

**WHEREAS**, the County would desire to provide additional services for a) treatment for Incarcerated Population; b) funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and support; c) address the needs of criminal justice-involved persons; and d) provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events; and

**WHEREAS**, the Public Safety Division is recommending a trauma-based Public Safety Employee Assistance Program (EAP), launch of a female Jail Diversion and Reentry Program (JDRP) at J Reuben Long Detention Center; Fifteenth Circuit Treatment Court Enhancement; and an Opioid Harm Reduction Program led by EMS.

**WHEREAS**, THEREFORE, BE IT RESOLVED that Horry County Council approves the application for Opioid Settlement Funds and appropriates \$917,228.22 for the following purposes including the addition of 7 positions and use of grant match in the amount of \$31,771.78:

Enhanced Public Safety EAP	\$130,000
Detention - JDRP	\$304,000
Certified Addition/Mental Health Counselor	1
Certified Peer Support Specialist	2
EMS	350,000
Community Paramedics	2
Solicitor	165,000
Outreach Coordinator	1
Case Manager/ Peer Support Specialist	1
Total Budget	\$949,000
Total Personnel	7

**AND IT IS SO RESOLVED this 15<sup>th</sup> day of November, 2022.**

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant., District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
R. Mark Causey, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

**Opioid Settlement Funding  
Horry County – November 15, 2022  
Background Information**

The County desires to utilize Opioid Settlement funding received from the South Carolina Opioid Recovery Fund to provide additional services for a) provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events; b) treatment for Incarcerated Population; c) funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and support; and, d) address the needs of criminal justice-involved persons. The total cost for these programs is \$949,000. Detail on each of these priorities is provided in the sections below:

**A. Enhanced Public Safety Emergency Assistance Program**

The County's current Employee Assistance Program (EAP), part of the County's Wellness program, provides a strong benefit for current employees who require support services. Employees in the Public Safety Division, however, experience different work-related stressors including secondary trauma associated with opioid-related emergency events. It is therefore proposed that an Enhanced, trauma-based EAP be provided for this purpose. Staff envisions procurement of a contract provider who will provide front-line public safety employees with specialized services on a 24/7 basis. The estimated cost for these services is \$130,000.

**B. Treatment for Incarcerated Population**

J Reuben Long Detention Center (JRL) currently has a Jail Diversion and Reentry program focused on addiction for male inmates, but not for female inmates. The requested funding would provide a Jail Diversion and Reentry program for cohorts of female inmates at JRL. The requested funding covers the costs of a certified addiction/mental health counselor, an two certified peer support specialists as well as the costs of assessment instrument, a curriculum including but not limited to criminal and addictive thinking, socialization, relapse prevention, preparing for release, introduction to treatment, co-occurring disorders, and a facilitator's guide, and training, licensing and site fees. The total cost of the program is estimated at \$304,000.

**C. EMS Pre-Arrest Diversion Program**

Though this program, Horry County Fire Rescue EMS proposes to hire two Community Paramedic positions. These positions will work on alternate daytime schedules providing coverage for 7 days per week. The priority of these positions will be to meet with community residents who have unmet needs in their daily lives and work with community partners to fill the gaps of those needs. Community paramedics would work specifically with opioid users who have overdosed and provide follow-up care to them. After the individual has been served by EMS, the community paramedic will meet with them to educate them on the dangers of opioid use, alternative medication-assisted treatments, and in-patient or out-patient services within the county. The estimated costs for these services is \$350,000.

**D. Expansion of Treatment Court Program**

The 15<sup>th</sup> circuit Treatment Court, including the Drug Court and Mental Health Court, provides therapeutic Services and interventions to hundreds of Horry County residents suffering from a mental health and/or substance use disorder each year. This program is a DHEC-licensed treatment provider. Some prospective candidates for the programs experience barriers to participation, such as lack of a permanent address, lack of transportation resources or other logistical barriers. The proposed program would provide case management services for these high-risk, high-need clients, while partnering with community organizations that can provide the services the clients need for successful program participation. Costs for the program would total \$165,000, and would include the cost of two full-time positions: an Outreach Coordinator and a Case Manager/Peer support Specialist. The cost of this program also includes \$12,000 in transportation services for clients who live in rural areas that are not accessible by public transportation.

COUNTY OF HORRY

)

RESOLUTION R-133-2022

STATE OF SOUTH CAROLINA

)

**A RESOLUTION TO EXPRESS COUNTY COUNCIL'S DESIRE TO INCREASE LOCAL VENDOR PARTICIPATION IN HORRY COUNTY PURCHASES, BIDS, REQUEST FOR QUALIFICATIONS, AND REQUEST FOR PROPOSALS**

**WHEREAS**, Horry County has a diverse and extensive network of experienced individuals, businesses, trades, and professionals providing goods and services in many procurement sectors utilized by the County; and

**WHEREAS**, these individuals, businesses, trades, and professionals residing and conducting sales and services in Horry County have created a strong growing economy, jobs for numerous workers, and contribute to a desirable community for all through their passion, dedication, and contributions of resources and time to the causes that make our communities strong and prosperous; and

**WHEREAS**, Horry County procurement follows standard, accepted governmental procurement procedures that may not be inviting or inclusive for the individuals, businesses, trades, and professional residing and conducting business within the County; and

**WHEREAS**, Horry County Council is committed to fair, open, and honest procurement to secure the best value of goods and services for the benefit of Horry County Taxpayers; and

**WHEREAS**, Horry County Council desires and is committed to increase local vendor participation in all procurement opportunities of Horry County.

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council authorize the Administrator to develop a vendor outreach program to identify and encourage local individuals, businesses, trades, and professionals to participate in Horry County Procurement opportunities through vendor workshops, training programs, and displays of products and services to County departments. Council requests quarterly reports on progress toward this local vendor initiative.

**AND IT IS SO RESOLVED** this 15th day of November, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
R. Mark Causey, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

**ORDINANCE 131-2022**

**AN ORDINANCE TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN HORRY COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT FREE PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

By the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina, and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**Section 1. Findings and Determinations**

Council finds and determines that:

(a) Horry County, South Carolina (the "County") acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "Fee in Lieu of Tax Simplification Act" or "FILOT Act"), to enter into agreements with business and industry, to offer certain privileges, benefits, and incentives as inducements for economic development within the County whereby the business or industry would pay fees in lieu of *ad valorem* taxes ("FILOT Payments") with respect to qualified business and industrial projects, through all such powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain and expand in the State and thus utilize and employ the workforce, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

(b) A company identified for the time being as Project Free, together with one or more affiliates or landowners (the "Company"), is considering making investments and undertaking certain activities in the County (the "Project"), and the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$3,726,000; and

(c) Pursuant to Resolution R-\_\_-2022, adopted on [\_\_\_\_\_, 2022], an Inducement Resolution, the Council committed, among other things, to enter into a negotiated FILOT arrangement for the Project with the Company ("Fee Agreement"); and

(d) The Company has caused to be prepared and presented the form of the Fee Agreement by and between the County and Company; and

(e) It appears that the Fee Agreement attached to this ordinance is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

**Section 2. Statutory Findings**

As contemplated, in part, by Section 12-44-40(I) of the FILOT Act, based on information provided to the County by the Company, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” as referred to and defined in the FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and
- (e) The purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and
- (f) The benefits of the Project are greater than the costs.

**Section 3. Approval of Fee Agreement**

The Fee Agreement, attached to this ordinance as Exhibit A, is authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Fee Agreement is incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chairman is authorized, empowered, and directed to execute the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Clerk to Council is authorized, empowered and directed to attest the Fee Agreement. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

**Section 4. Authority to Act**

The Council Chairman, the County Administrator, the Clerk to Council, and any other appropriate official of the County, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 5. Severability**

If a section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Conflicting Provisions**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Horry County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 7.      Effective Date**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this \_\_\_ day of \_\_\_\_\_, 2022.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading:            November 1, 2022  
Second Reading:        November 15, 2022  
Third Reading:

Public Hearing:

**Exhibit A to Ordinance 131-2022**

**FEE AGREEMENT  
AMONG  
HORRY COUNTY, SOUTH CAROLINA, AND PROJECT FREE**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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FEE AGREEMENT

between

HORRY COUNTY, SOUTH CAROLINA

and

PROJECT FREE,  
a South Carolina \_\_\_\_\_

Dated as of \_\_\_\_\_, 2022

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## FEE AGREEMENT

This FEE AGREEMENT (the “Agreement”), is dated as of \_\_\_\_\_, 2022, and is between Horry County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and PROJECT FREE, a South Carolina \_\_\_\_\_ (“Company”).

### RECITALS

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), and specifically Title 12, Chapter 44 of the Code (the “Fee in Lieu Tax Simplification Act”, “FILOT Act”, or “Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve projects through which the economic development of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the workforce, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to a project; and

WHEREAS, the Company is considering making an investment in the County to establish and/or expand certain commercial and related facilities in the \_\_\_\_\_ Park (the “Project”), and anticipates that, should its plan proceed as expected, it will invest, or cause to be invested, \$3,726,000 or more in the Project by the end of the Compliance Period (as defined herein), all as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, the County has determined it is in the best interest of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by Ordinance \_\_\_\_-2022 enacted on \_\_\_\_\_, 2022, Council approved the form, terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises; the potential investment by and caused by the Company, which contributes to the tax base and the economic welfare of the County; the respective representations, benefits and agreements hereinafter contained; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Company agree as follows:

#### ARTICLE I

##### DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean the FILOT Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation and administration of its terms and provisions, including reasonable attorneys’ fees, but excluding any expenses incurred by the County in defending suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; *provided*, that the County shall have furnished to the Company an itemized statement of all expenses incurred. Nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or any other Co-Investor, as the case may be, or which is owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be.

“*Agreement*” shall mean this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“*Co-Investor*” shall mean each of the Company and any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the FILOT Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds, for the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the FILOT to property owned by such Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the FILOT Act. **As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.**

“*Commencement Date*” shall mean the last day of the property tax year during which economic development property is placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and Company or Sponsor entered into this Agreement.

“*Company*” shall mean Project Free, a South Carolina \_\_\_\_\_, its affiliates and subsidiaries acting for themselves, one or more affiliates and/or other project sponsors, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that negotiated FILOT Property is purchased or acquired, whether before or after the date of this

Agreement, and ending on the fifth anniversary of the Commencement Date, all as specified in Section 12-44-30(13) of the FILOT Act. It is presently anticipated, but not required, that the initial negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2022, and, in such event, the Compliance Period will end on December 31, 2027.

“*County*” shall mean Horry County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County and its successors.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor entity thereto.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming FILOT Property under this Agreement pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; *provided, however*, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, prior to the execution of this Agreement pursuant to Section 12-44-40(E) of the FILOT Act; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this item (c); or (d) modifications which constitute an expansion of the real property or real property improvement portions of Existing Property, all as determined pursuant to Section 12-44-110 of the FILOT Act. As used in the immediately preceding sentence, “expansion” shall include all modifications, alterations, additions, and improvements that are considered necessary, suitable, or useful by the Company.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Act*” shall mean the Fee in Lieu Tax Simplification Act, codified as Title 12, Chapter 44 of the Code, as amended.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of FILOT Property which

qualifies pursuant to the FILOT Act for the negotiated assessment ratio and millage rate described in **Section 5.01(b)(ii)** hereof.

“*FILOT Property*” shall mean all property qualifying for the FILOT as economic development property within the meaning of Section 12-44-30(6) of the FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service prior to the end of the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“*Investment Period*” shall mean the period equal to the Compliance Period; *provided, however,* that, if the Minimum Contractual Investment Requirement is satisfied, the period for completion of the Project may be extended upon approval of such extension by Council in its sole discretion, to a period not to exceed the tenth (10<sup>th</sup>) anniversary of the end of the Property Tax Year in which the initial negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the FILOT Act. **In the event that the FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2022, the Investment Period will end on December 31, 2027.**

“*Land*” shall mean the land upon which the Project is or will be located, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project of at least **\$3,726,000** (without regard to subsequent depreciation or other diminution in value) by the Company and all Co-Investors, in the aggregate, by the end of the Compliance Period, as reported by the Company and any Co-Investors, if any, on their respective PT-300T form or comparable forms filed with the Department of Revenue.

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 within the period beginning with the first day in which the initial property comprising a portion of the Project is placed in service and ending on the last day of the fifth property tax year following the property tax year the initial property is placed in service, as required by Section 12-44-30(14) of the FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the FILOT Act and **Section 6.02** hereof in determining whether the Company and any other Sponsor or Sponsor Affiliate qualifies for the FILOT.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement. “Multi-County Park” includes any subsequent park or any subsequent park agreement that includes the Land, and as authorized by the Multi-County Park Act.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172 and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date of this Agreement.

“*Multi-County Park Agreement*” shall mean the Agreement for the Development of a Joint Industrial and Business Park between the County and [\_\_\_\_\_ County, South Carolina], dated as of [\_\_\_\_\_, 20\_\_], relating to the \_\_\_\_\_, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of (i) Existing Property, (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period, and (iii) any other property which fails or ceases to qualify for FILOT Payments under the FILOT Act, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the FILOT pursuant to **Section 4.02(e)(iii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land, (ii) all machinery, equipment, furnishings and other personal property heretofore or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land, and (iii) any Replacement Property; *provided, however,* except as to Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service in the County within the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the period ending on December 31 of each year.

“*Released Property*” shall include property which was initially FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.02(e)** hereof and Section 12-44-50(B) of the FILOT Act; property which the Company or such Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any FILOT Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property placed in service in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of FILOT Property, but only to the extent that such property may be included in the calculation of the FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the FILOT Act.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the FILOT pursuant to **Section 6.02** hereof and Sections 12-44-

30(19) or (20) and Section 12-44-130 of the Code. **As of the original execution and delivery of this Agreement, the only Sponsor is Company.**

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

END OF ARTICLE I

## ARTICLE II

### REPRESENTATIONS

Section 2.01. Representations by County. The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Act to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations by Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a \_\_\_\_\_ organized and existing and in good standing under the laws of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. **The Company's fiscal year end is December 31**, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate, or cause operation of, the Project as \_\_\_\_\_.

(c) The agreements with the County with respect to the FILOT Payments, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

END OF ARTICLE II

## ARTICLE III

### COVENANTS OF COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County agrees to accept FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the FILOT Act is, in whole or in part, unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of Company, the County agrees to use its best efforts to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, without limitation, any benefits afforded under the Act, as applicable, to the extent allowed by law, but expressly excluding any benefits afforded under Title 12, Chapter 6 of the Code. Further, the County agrees, if requested by the Company or any other Co-Investor, to enter into a lease purchase agreement with the Company and each other Co-Investor pursuant to Section 12-44-160 of the FILOT Act, and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and each other Co-Investor the intended benefits of this Agreement. The Company acknowledges that if a court of competent jurisdiction holds all or part of the FILOT Act is unconstitutional or otherwise illegal, the FILOT Act currently provides the Company and each other Co-Investor must transfer the FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Co-Investor, as the case may be, agrees to lease the Project to the Company or any such other Co-Investor, as the case may be, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company and each such other Co-Investor shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

Section 3.03. Multi-County Park Designation. The County agrees to take action to place the Project, including, but not limited to, the Land in the Multi-County Park, if not already located in the Multi-County Park, and agrees to use its best efforts to maintain the Project within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and

maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

END OF ARTICLE III

## ARTICLE IV

### COVENANTS OF COMPANY

Section 4.01. Minimum Contractual Investment Requirement. The Company agrees that it will comply with, or cause compliance with, the Minimum Contractual Investment Requirement.

Section 4.02. Investment in Project.

(a) The Company hereby agrees to acquire, equip, or construct, or cause to be acquired, equipped, or constructed, the Project, as the same shall be determined from time to time by the Company, in its sole discretion. As required by Section 12-44-30(2) of the FILOT Act, at least a portion of the FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered, *i.e.* the Property Tax Year ending on December 31, 2025.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including the Minimum Contractual Investment Requirement and, to the full extent permitted by the FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act and filed with respect to each Property Tax Year during the Investment Period, without regard to depreciation or other diminution in value.

(c) The County agrees that if the Minimum Contractual Investment Requirement is satisfied, the Investment Period may be extended as set forth in this agreement.

(d) The Company and/or its designated Co-Investors shall retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company and each other Co-Investor shall have full right to lease, mortgage or encumber the Project, including, without limitation, in connection with any financing transactions, in its sole discretion.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project real and personal property as the Company or such Co-Investor, as the case may be, in its discretion deems useful or desirable, including FILOT Property qualifying for the FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any items included in the Project, including any FILOT Property and any portion of the Land, have become

inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor as the case may be, may remove such property or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any FILOT Property, real or personal, from the FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes; *provided*, that any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of the Land, the Company or such other Co-Investor shall deliver to the County, a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** and such revised or supplemented **Exhibit A** shall be automatically made a part of this Agreement without the necessity of additional action or proceedings by the County; *provided*, that any requirement to provide such revisions or supplements to the County may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act.

(v) All FILOT Property sold, leased or otherwise disposed of under this **Section 4.02(e)** shall be deemed Released Property for purposes of this Agreement.

Section 4.03. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement of, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charge in the nature of recurring fees in connection with the incentives authorized by this Agreement, and, aside from attorney's fees, the County does not reasonably foresee that any out of pocket expenses in connection with the Agreement and the transactions authorized hereby will be incurred.

Section 4.04. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and any other Co-Investor shall use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, an Affiliate of the Company, or a company with which the Company shares common management, as to which such consolidation, merger, or transfer the County hereby consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its

property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation, or into which the Company is merged, or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets, and shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State, (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer, and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section 4.05, the successor business entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section 4.05, the provisions of this Section 4.05 shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section 4.05.

The Company acknowledges transfers of this Agreement or FILOT Property may cause the FILOT Property to become ineligible for a FILOT or result in penalties under the FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports.

(A) The Company and each other Sponsor and Sponsor Affiliate will maintain, or cause to be maintained, such books and records as will permit (i) the identification of those portions of the Project which it places in service in each Property Tax Year during the Investment Period,

the amount of investment with respect thereto, and (ii) the computation of all FILOT Payments to be made with respect to such property hereunder. Company and each other Sponsor and Sponsor Affiliate agree to comply with all reporting requirements of the State and the County applicable to FILOT Property under the FILOT Act, including without limitation the reports required by Section 12-44-90 of the FILOT Act (collectively, “Filings”). Specifically, the following shall be provided:

(1) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the FILOT returns of such Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the FILOT Payments by such Sponsor or Sponsor Affiliate. For purposes of this item, the term “County Official” shall include the Administrator, Auditor, Assessor and Treasurer of the County.

(2) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(3) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor, and the County Treasurer of the County, and with the Department of Revenue, and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(B) Pursuant to Section 12-44-55(B) of the FILOT Act, the parties have agreed to waive all of the requirements of Section 12-44-55 of the FILOT Act, including specifically, Section 12-44-55(A) of the FILOT Act.

(C) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company’s books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company’s confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County’s expense.

(D) The County acknowledges and understands that the Filings may contain, and the Company may have and maintain at the Project, certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the operations and processes of the Company and other Co-Investors (“Confidential Information”) and that any disclosure of the Confidential Information could result in substantial harm to the Company or other Co-Investors and could have a significant detrimental impact on the employees of the Company or other Co-Investors and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company or

any other Co-Investor, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County to not knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company or other Co-Investor and give the Company or other Co-Investor the opportunity to contest the release.

**Section 4.07. Indemnification.**

(a) Except as provided in subsection (e) below, the Company shall, and agrees to, indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. Further, the Company shall, and agrees to, indemnify and save each Indemnified Party harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Agreement. Further, the Company shall, and agrees to, indemnify and save each Indemnified Party harmless against and from all claims arising during the term of this Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Company or any of its agents, servants, or employees on or with respect to its respective portion of the Project, (iv) any act of negligence of any assignee or sublessee of the Company with respect to its respective portion of the Project, or of any agents, servants, or employees of any assignee or sublessee of the Company with respect to its respective portion of the Project, or (v) any environmental violation, condition, or effect with respect to the Project. The indemnity provided in this **Section 4.07** is from and against all costs and expenses incurred in or in connection with any such liability or claim arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon.

(b) Notwithstanding the fact that it is the intention of the parties that an Indemnified Party shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of an Indemnified Party hereunder, or by reason of the performance of any act requested of an Indemnified Party by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Indemnified Party harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon.

(c) Each Indemnified Party is entitled to defend itself in any action or proceeding and may use counsel of its choice and the Company shall reimburse the Indemnified Party for all of the Indemnified Party’s costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such liability or claims. The Indemnified Party shall provide a

detailed statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within thirty (30) days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(d) An Indemnified Party may request the Company to resist or defend against any claim on behalf of the Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; *provided, however*, the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(e) Notwithstanding anything herein to the contrary, the Company is not required to indemnify, save harmless, or resist or defend any claim against any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own gross negligence, bad faith, fraud, deceit, or willful misconduct.

(f) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims.

END OF ARTICLE IV

## ARTICLE V

### FEES IN LIEU OF TAXES

#### Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the FILOT Act, the parties hereby agree, that during the Term hereof, there shall be due annually with respect to that portion of the Project constituting FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a FILOT calculated as set forth in this Section. The FILOT shall be collected and enforced in accordance with Section 12-44-90 of the FILOT Act. It is anticipated that, with respect to the Company, the initial FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial FILOT Property to its tax rolls, will be due on January 15, 2024 if the Company places the initial FILOT Property in service in the Property Tax Year ending December 31, 2022. If the Company designates any other Sponsor or Sponsor Affiliates, as the same shall have been consented to or ratified by the County pursuant to **Section 6.02** hereof, if such consent or ratification is required thereunder, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder with respect to such other entity's portion of the FILOT Property. Unless and until any such additional notification is received, and the County consents in writing, the Company shall be primarily liable for all other FILOT Payments to the extent set forth hereinabove in this **Section 5.01(a)**.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in FILOT Property, the FILOT Payments shall be payable for a period of **twenty (20) years**, except as may be altered pursuant to **Section 5.01(f)(iii)**; *provided*, that the Company or any other Sponsor or Sponsor Affiliate may, prior to the end of such period, apply to the County for an extension of such period up to the maximum such extension permitted by the FILOT Act, and the County may approve of such extension, in its sole discretion. Accordingly, if such FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall, prior to any such additional extension, be subject to the FILOT for a period of **twenty (20) years**, except as may be altered pursuant to **Section 5.01(f)(iii)**.

(ii) The FILOT shall be calculated using:

(1) a fixed assessment ratio of 6%;

(2) a millage rate of 212.7, fixed for the Term of this Agreement;

(3) the fair market value of the FILOT Property, determined in accordance with the FILOT Act, typically by using the original income tax basis without regard to depreciation or reassessment for any real property, but with regard to any ordinary

obsolescence factors traditionally applied to the Company's real property and real property improvements, and the original income tax basis less allowable depreciation and ordinary obsolescence factors traditionally applied by the Department of Revenue to the Company's personal property (except depreciation due to extraordinary obsolescence) for any personal property; *provided, however*, that to the extent permitted by law, the Company or any other Sponsor or Sponsor Affiliate and the County may agree to hereafter amend this Agreement as to Project property owned by such entity so as to determine the fair market value of any such property in accordance with any other method permitted by the FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, and those tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the FILOT, the FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the FILOT Property within the meaning of Section 12-44-50(B) of the FILOT Act and as provided in **Section 4.02(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the FILOT Property from the FILOT to *ad valorem* taxes, as permitted by **Section 4.02(e)(iii)**.

(d) Upon installation or placing in service by the Company or any other Sponsor or Sponsor Affiliate of any Replacement Property for any Released Property, such Replacement Property shall become subject to FILOT Payments to the fullest extent allowed by law, pursuant to the following rules in accordance with Section 12-44-60 of the FILOT Act:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property

qualifies for FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payments for the remaining portion of the period set in **Section 5.01(b)(i)** applicable to the Released Property.

(ii) The Company and any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the FILOT Act and/or the FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of FILOT Property is deemed not to be eligible for a FILOT pursuant to the FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any other Sponsor or Sponsor Affiliate, benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law, but expressly excluding any benefits afforded under Title 12, Chapter 6 of the Code. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor and Sponsor Affiliate shall be entitled: (1) to enjoy any exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. To the extent that under such circumstances the FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the FILOT Property in question an amount equal to the difference between the FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(i) In the event that the investment in the Project is insufficient to satisfy the Minimum Statutory Investment Requirement, and subject to the provisions of Section 12-44-130 and Section 12-44-30(19) of the FILOT Act, then all FILOT Payments shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable from each such owing entity with respect to FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that investment in the Project based on an income tax basis without regard to depreciation satisfies the Minimum Statutory Investment Requirement, but following the Investment Period falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes calculated as set forth in paragraph (e) above.

(iii) In the event the Minimum Statutory Investment Requirement is satisfied but the Minimum Contractual Investment Requirement is not satisfied by the end of the Investment Period, this Agreement is terminated effective at the end of Investment Period except for those matters intended to survive termination.

(iv) In accordance with the provisions of **Sections 4.02(b)** and **6.02** hereof, the fair market value of all property utilized by the Company and any other Co-Investor, as the case may be, at the Project site, whether owned outright by the Company or any other Co-Investor or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the owing Company or other Sponsor or Sponsor Affiliate, as the case may be, of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity and shall be collected and enforced in accordance with Section 12-44-90 of the FILOT Act.

(h) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide for FILOT Payments ends, and this Agreement is terminated, if the Land and building in which the Project is located is applied to a use other than a use which qualifies for the incentives available under the FILOT Act. The provisions of subsection (f) relating to retroactive payments apply if this Agreement is terminated in accordance with this subsection (h) prior to the end of the Investment Period and before the Company has achieved the Minimum Statutory Investment Requirement. The Company agrees that if this Agreement is terminated pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this **Section 5.01(i)**, "**cease operations**" means a permanent end of the Company's operations. Company agrees that if this Agreement is terminated pursuant to this **Section 5.01(i)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive FILOT Payments hereunder constitutes a statutory lien with respect to the FILOT Property pursuant to Section 12-44-90(E) of the Code and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

END OF ARTICLE V

## ARTICLE VI

### THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The Company and each other Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the FILOT Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the FILOT Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the FILOT Property, whereby the transferee in any such arrangement leases a portion of the FILOT Property in question to the Company or such other Sponsor or Sponsor Affiliate or any Affiliates of the Company or such other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or any of their respective Affiliates or is leasing such portion of the FILOT Property in question from the Company or any other Sponsor or Sponsor Affiliate or any of their respective Affiliates. In order to preserve the benefits of the FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to another Sponsor or Sponsor Affiliate or an Affiliate of the Company or such other Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.02(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT payments hereunder, the transferee shall assume the then current basis of the Company or other Sponsor or Sponsor Affiliate (or prior transferee) in the FILOT Property transferred; (iv) the Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notification of any such transfer; and (v) the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent or ratification when required under this **Section 6.01**, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the

FILOT Property may cause all or part of the FILOT Property to become ineligible for a FILOT or result in penalties under the FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement, and who shall be Affiliates of the Company or other Persons described in **Section 6.01, clause (b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act must be approved by resolution of the County Council. Subject to the provisions of Sections 12-44-130 and 12-44-30(19) of the FILOT Act, to the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Investment Period the investment by such Sponsor or Sponsor Affiliate shall qualify for the FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

END OF ARTICLE VI

## ARTICLE VII

### TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date upon which the County approved this Agreement, and ending at midnight on the day the last FILOT Payment is made hereunder.

Section 7.02. Termination. The County and the Company may mutually agree to terminate this Agreement at any time. The Company may, at its sole option, terminate this Agreement at any time with respect to all, or a portion of, its respective portion of the Project, in which event such portion of the Project shall be subject to *ad valorem* taxes, from the date of termination. The rights of the County to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the enforcement rights with respect to such obligations shall survive the termination of this Agreement.

END OF ARTICLE VII

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the “Defaulting Entity”) but only with respect to such Defaulting Entity’s rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; *provided*, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; *provided however*, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books and records and accounts of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the FILOT required to be paid by the Defaulting Entity pursuant hereto as provided in **Section 4.06** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity

until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, each of the Company or any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

END OF ARTICLE VIII

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, each Co-Investor designated pursuant to **Section 6.02** hereof and their respective successors and assigns as permitted hereunder. Except as otherwise set forth in **Sections 6.01** or **6.02** hereof, with the prior written consent of the County or a subsequent written ratification by the County, unless Section 12-44-120 of the FILOT Act or any successor provision expressly does not require consent, and in accordance with the FILOT Act, the Company may assign its respective interest in this Agreement in whole or in part. No approval is required for transfers to Sponsor Affiliates or other financing related transfers, as defined in the FILOT Act.

Section 9.03. Notices; Demands; Requests. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in any reputable national “next day” delivery service, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

(a) As to the County:

Horry County  
Attn: County Administrator  
1301 Second Avenue  
Conway, South Carolina 29526

with a copy (which shall not constitute notice) to:

Horry County  
Attn: County Attorney  
1301 Second Avenue

Conway, South Carolina 29526

(b) As to the Company:

PROJECT FREE

with a copy (which shall not constitute notice) to:

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the FILOT Act, the FILOT Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any **Table of Contents** annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the FILOT Act, this Agreement may be amended, and the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 9.10. Waiver. Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. To the extent additional proceedings are required by law, the County agrees to undertake all such additional proceedings as may be reasonably required or appropriate to effectuate the intent of this Agreement.

END OF ARTICLE IX

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date first written above.

HORRY COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Johnny Gardner, Chairman, County Council

[SEAL]

Attest:

By: \_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

PROJECT FREE,  
a South Carolina \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
LAND DESCRIPTION**

To be provided.

COUNTY OF Horry

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Ordinance 134-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR Horry COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44111010060 FROM RESIDENTIAL (MSF 6) HIGHWAY COMMERCIAL (HC) & RESIDENTIAL (SF 6) TO RETAIL WITH ACCESSORY OUTDOOR STORAGE (RE 4)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Residential (MSF 6) Highway Commercial (HC) & Residential (SF 6) to Retail with Accessory Outdoor Storage (RE 4) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**  
Parcel(s) of land identified by PIN 44111010060 and currently zoned Residential (MSF 6) Highway Commercial (HC) & Residential (SF 6) is hereby rezoned to Retail with Accessory Outdoor Storage (RE 4), as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Horry County Council**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading:  
Second Reading:  
Third Reading:

## HORRY COUNTY REZONING REVIEW SHEET

Energov #: 59453 Advertisement & Mailout Date: 10-13-2022 Date Posted: 10-12-2022 # Property Owners Notified: 86 Report Date: 10-5-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Henry Merino	Rezoning Request #	2022-10-004
PIN #	441-11-01-0060	County Council District #	4 - Loftus
Site Location	Intersection of Socastee Blvd & Stonebridge Dr in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Henry Merino ETAL	PC Recommendation	Disapproval 2:7
		Size (in acres) of Request	1.77

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	MSF 6, SF 6, HC	Flood Information	X	RE 4	HC	MSF 6
Proposed Zoning	RE 4	Wetland Information	N/A	SF 6	Subject Property	MSF 6
Proposed Use	Auto sales & service	Utilities	Public	SF 6	SF 6	SF 6
Character of the Area	Commercial & Residential	Fire in miles	2.45 - Station 1 (Career)			
		EMS in miles	2.45 - Station 1 (Career)			

COMMENTS	
Comprehensive Plan District: Suburban & Commercial Corridor	Overlay/Area Plan: Airport Environs Overlay
<p>Discussion: The applicant is requesting to rezone from MSF 6, SF 6, and HC to RE 4 to allow for auto sales and service. The parcel is currently split zoned. There is an existing commercial structure on the property. There is no active business license on this parcel. The future land use designation is Suburban and Commercial Corridor. The Imagine 2040 Comprehensive Plan states "Commercial Corridors may provide a vertical and horizontal mix of suburban scale retail, commercial, office, service and institutional land uses." The Comprehensive Plan also lists RE 4 as a recommended zoning district for the commercial corridor future land use designation and lists auto sales as a primary land use.</p>	

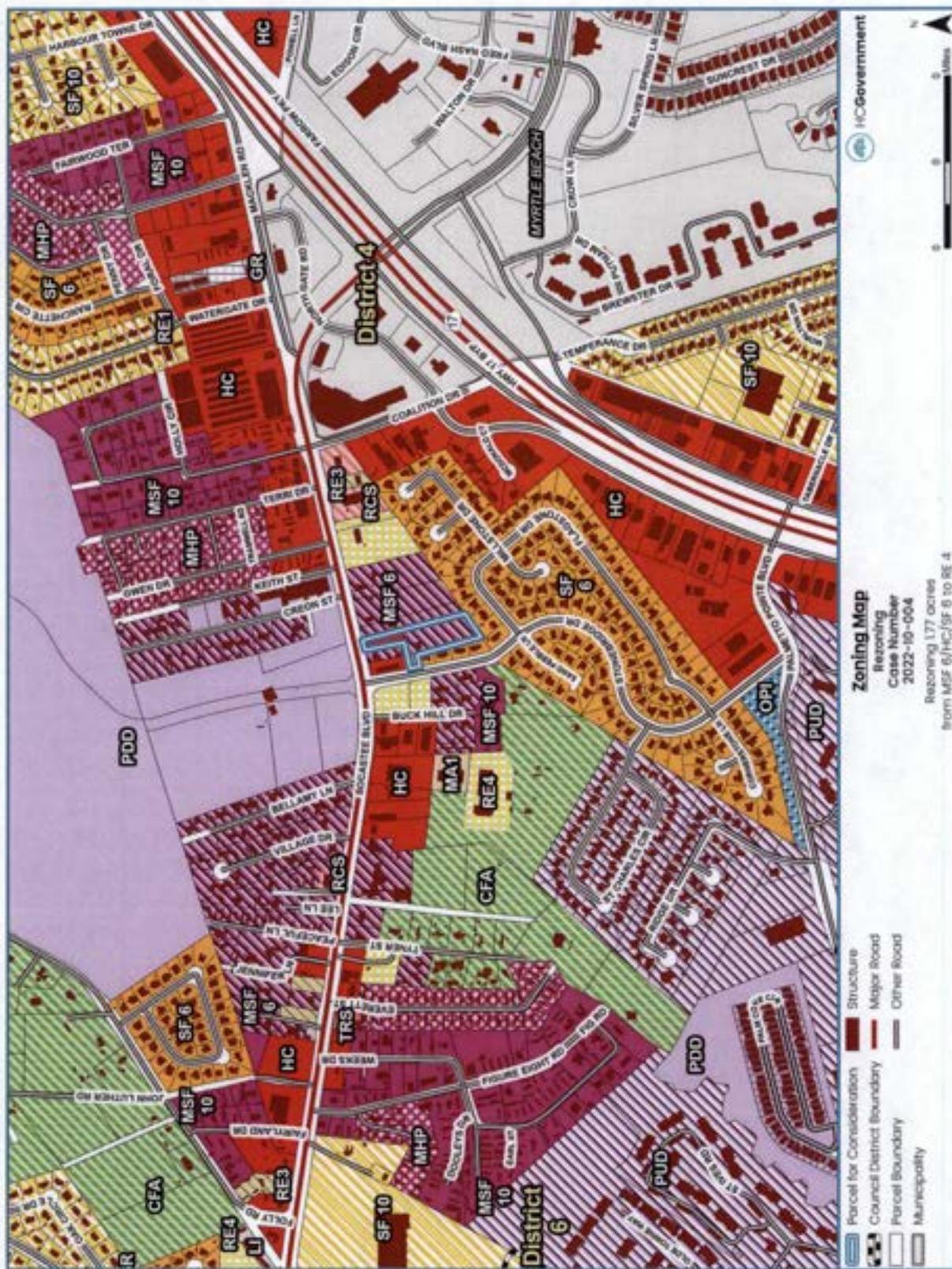
Public Comment: 11/3/2022 Donna Tripp, Richard Bennett, & Joe Blythe spoke in opposition of the request. Their concerns were stormwater, flooding, contamination, junk cars, buffers, and lack of permits. Dale Collins and Ader Vindel were present to address questions and concerns.

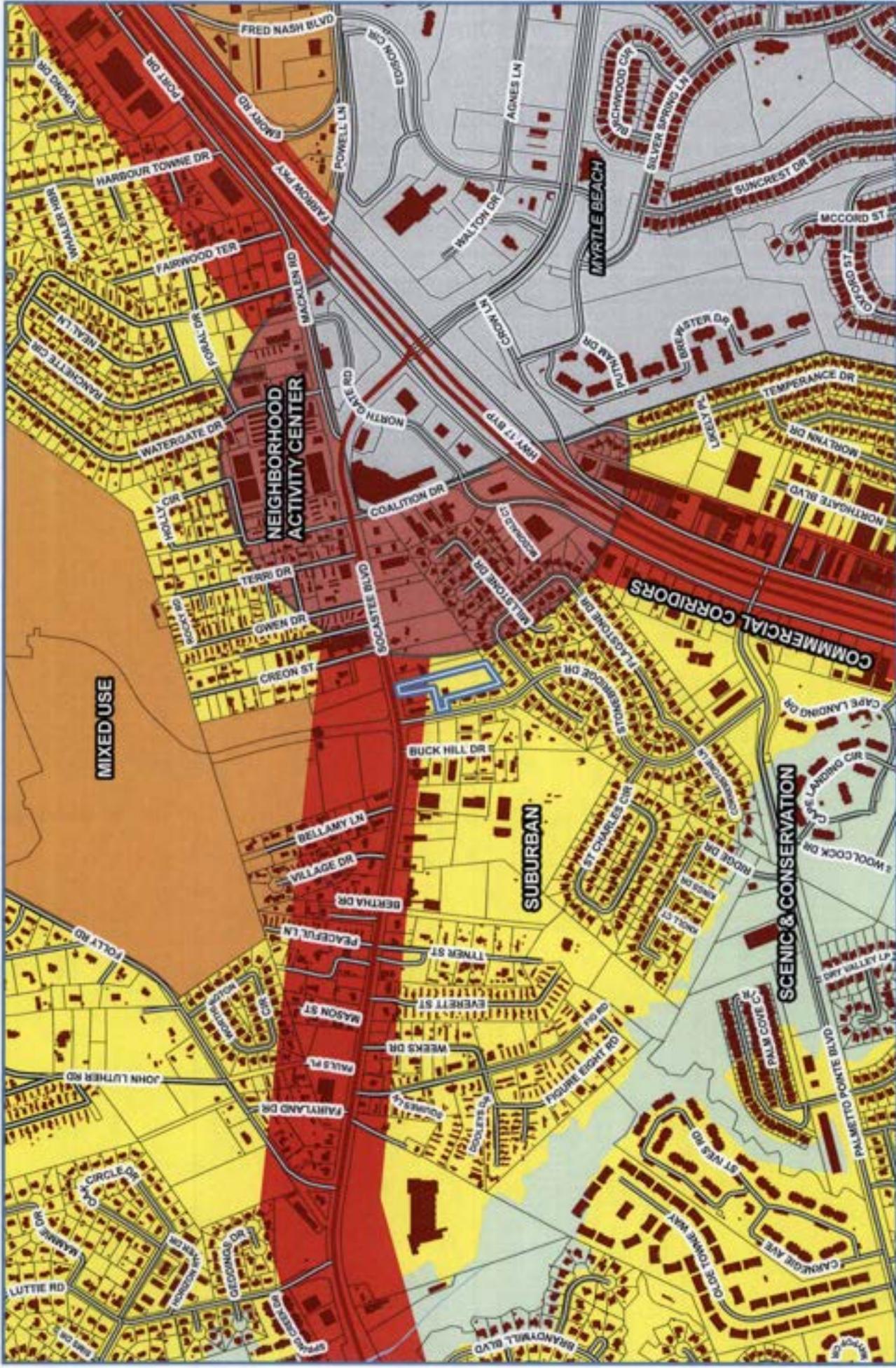
Proposed Improvements:	
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TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 100		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	50 / 150	Socastee High	1,644	1,618	98%
Existing Road Conditions	Socastee Blvd: State, Paved, Four-lane, Divided Stonebridge Dr: County, Paved, Two-lane	Forestbrook Middle	1,086	829	76%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (249) 25,000 AADT 60-65%	Socastee Elementary	849	803	95%

DIMENSIONAL STANDARDS	Requested	Current	Current	Adjacent	Adjacent	Adjacent
		RE 4	HC	MSF 6 / SF 6	MSF 6 / SF 6	
Min. Lot Size (in square feet)	21,780	10,000	6,000	6,000		
Front Setback (in feet)	50	50	20	20		
Side Setback (in feet)	10	30	10	10		
Corner Side Setback (in feet)	15	15	15	15		
Rear Setback (in feet)	15	15	15	15		
Bldg. Height (in feet)	36 per 1/4 acre not to exceed 120	120	35	35		

Attachment A – Rezoning Maps





**Future Land Use Map**

HC Government

Parcel for Consideration  
 Parcel Boundary  
 Municipality  
 Structure

Waterbody  
 Major Road  
 Other Road

Resoning Case Number  
 2022-10-004

Resoning 1.77 acres  
 from MSF 6/HC/SF 6 to RE 4

0 0 0 0 Miles

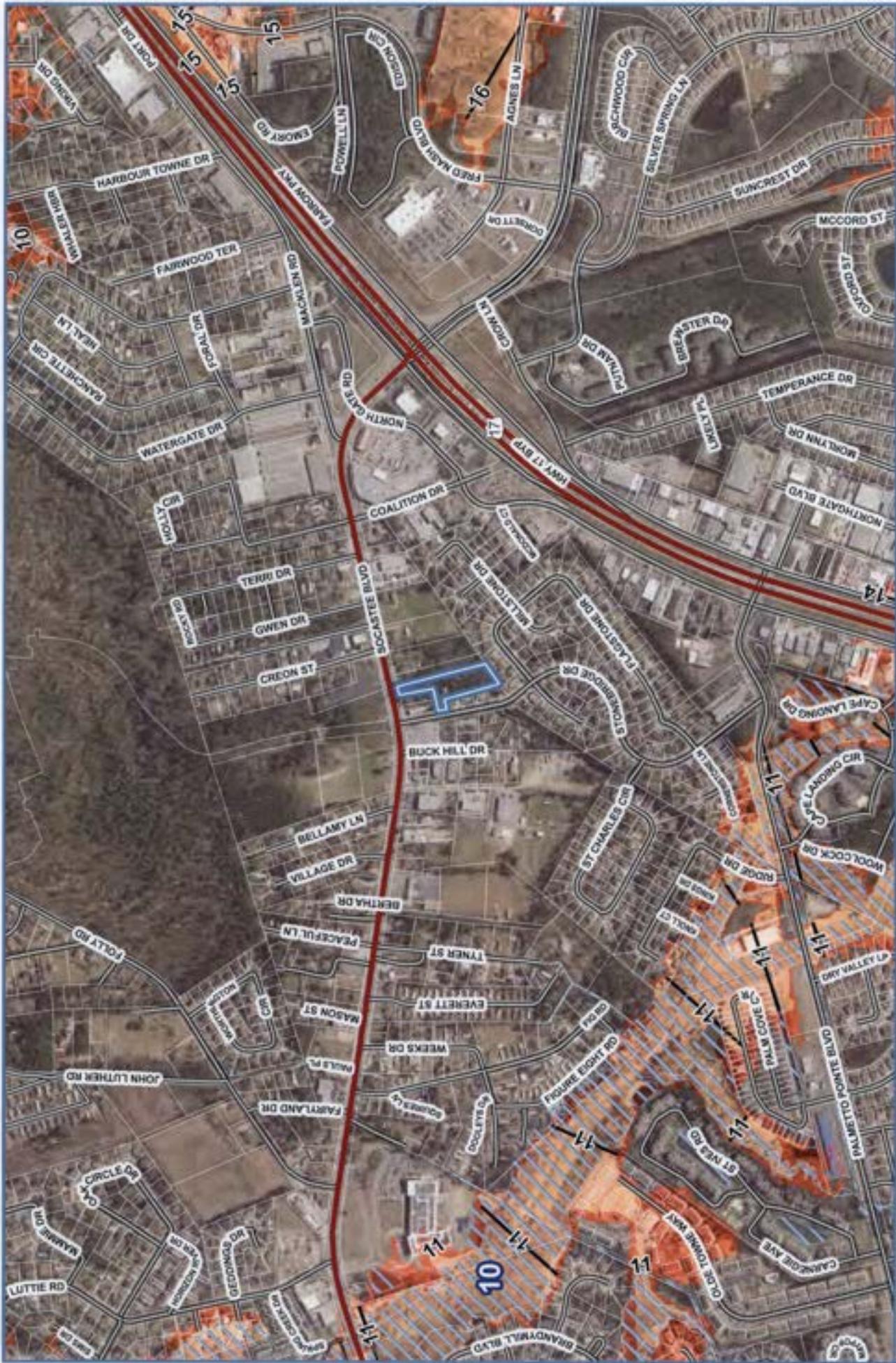
N



- Parcel for Consideration
- Major Road
- Other Road

**Aerial Map**  
Rezoning Case Number  
2022-10-004  
Rezoning 1.77 acres  
from MSF 6/HC/SF 6 to RE 4

HC Government



**Flood Map**

Rezoning  
Case Number  
2022-10-004

Rezoning 1.77 acres  
from MSF 6/HC/SF 6 to RE 4

- Parcel for Consideration
- Major Road
- Other Road
- Supplemental Flood Zone
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area
- 0.2% Annual Chance Flood Hazard

COUNTY OF HORRY

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Ordinance 135-2022

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44807010058, 44807010059, 44807010061, 44807010088 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL DISTRICT (MRD 3)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, The MRD district encourages the design of a more complete and sustainable environment consistent with the needs of the County through the imaginative approaches to community design that allow and support mixed residential uses, design flexibility, pedestrian-oriented development, interconnectivity and sensitivity to the needs of the public, economy and natural environment; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential District (MRD 3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1) **Amendment of Official Zoning Maps of Horry County:**

Parcel(s) of land identified by PIN 44807010058, 44807010059, 44807010061, 44807010088 and currently zoned Commercial Forest Agriculture (CFA) is hereby rezoned to Multi-Residential District (MRD 3), as included in **Attachment A** titled "Rezoning Map" and **Attachment B** titled "Dennis Apartments Conceptual Plan" and shall include the following design standards:

**A. Density**

Use	Maximum # of Units	Maximum Gross Density	Maximum Net Density
Multi Family	96	19.16 du/ac	19.16 du/ac

**B. Dimension Standards**

Minimum Lot Area (in sq.ft.)	Minimum Setbacks (in feet)				Minimum Building Separation (in feet)	Maximum Height (in feet)
	Front	Side	Rear	Corner Side		
43,560	20	15	20	22.5	10	35

**C. Sustainable Development Standards**

- Community gardening: A one thousand (1,000) square foot plot for every twenty-five (25) units. If less than twenty-five (25) units are proposed, one (1) one thousand (1,000) square foot plot shall suffice. The community garden shall be centrally located and accessible from all proposed residential units. Said garden/s shall be owned in common and kept in perpetuity. Maintenance shall be the responsibility of the common ownership.
- Recreational space: A one hundred (100) percent increase in the required active recreational open space as defined by the open space requirements, Article 4, Section 6-2 (B) of the land development regulations.

3. All residential lots shall abut active or passive recreational open space as defined by the open space requirements in article 4 of the land development regulations on at least one (1) side. A road internal to the development may separate lots from the open space. Sidewalks more than four and one-half (4½) feet in width shall count as recreational open space so long as such walkways are adjacent, or located directly across the street, to all residential lots. Easements for ponds, lakes and wetlands shall not count as recreational open space.

**D. Additional Development Standards**

- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
R. Mark Causey, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading:  
Second Reading:  
Third Reading:

## Horry County Rezoning Review Sheet

Energov #: 059152 Advertisement &amp; Mailout Date : 9-15-2022 Date Posted: 9-12-2022 # Property Owners Notified: 69 Report Date: 9-15-2022 BY: GEH

PROPERTY INFORMATION			
Applicant	Venture Engineering	Rezoning Request #	2022-09-008
PIN #	448-07-01-0058 448-07-01-0059 448-07-01-0061 448-07-01-0088	County Council District #	6 - Crawford
		Staff Recommendation	Disapproval
Site Location	Hwy 707 in Myrtle Beach	PC Recommendation	Unanimous Disapproval
Property Owner	Dervon and Neisha Dennis		Size (in acres) of Request

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood Information	X	PDD	PDD	PDD
Proposed Zoning	MRD 3	Wetland Information	None	CFA	Subject Property	PDD
Proposed Use	96 Multi-family units	Utilities	Public	RE 4	RE 4	CFA
Character of the Area	Residential	Fire in miles	1.95 - Station 1 (Career)			
		EMS in miles	1.95 - Station 1 (Career)			

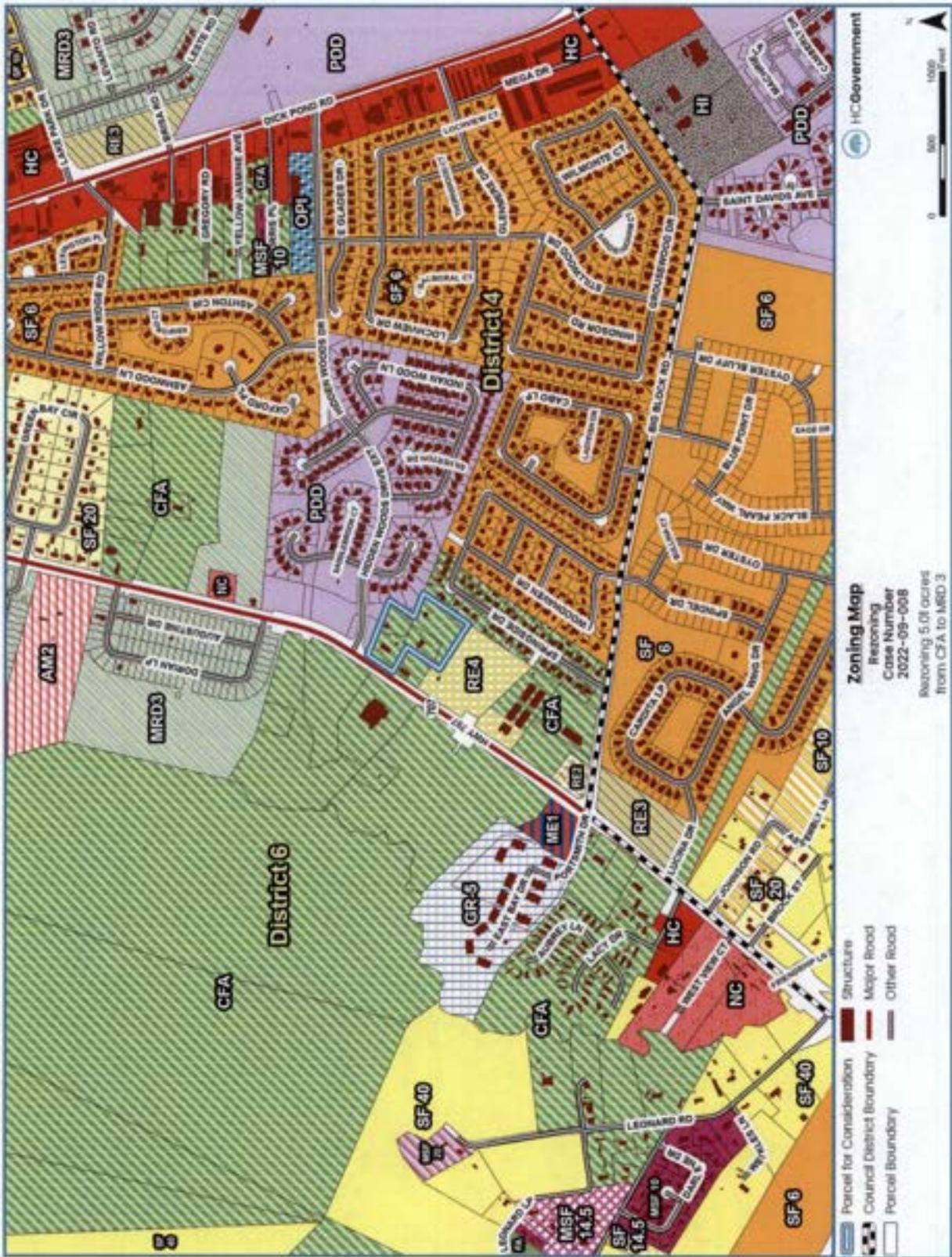
COMMENTS	
Comprehensive Plan District: Suburban	Overlay/Area Plan: Hwy 707 Overlay
<p><b>Discussion:</b> The applicant is requesting to rezone 5.01 acres from CFA to MRD 3 for 96 multi-family units for a gross and net density of 19.16 du/ac. The future land use designation is suburban. The Imagine 2040 Comprehensive Plan states "Residential development should have a density between 3-7 gross units per acre within major subdivisions and as small as 6,000 sq ft for individual, single family lots."</p> <p>The applicant has requested a Comprehensive Plan Amendment from Suburban to Mixed Use due to the Suburban designation recommending 3-7 du/ac and the plan proposes 19.16 du/ac. The Mixed Use designation supports high-density residential developments.</p> <p>The plan proposes 3 sustainable development criteria: 1) Sidewalks 2) Community garden 3) 100% increase in active open space. There is one access point proposed on Hwy 707.</p> <p>This parcel is subject to the requirements of the Hwy 707 Overlay</p> <p>Planning Commission unanimously disapproved the Future Land Use Map Amendment from Suburban to Mixed Use.</p> <p><b>Public Comment:</b> 11/3/2022 Johanna Haynes, Giro Sebasco, and Lester Fradkoff spoke in opposition of the request. Their concerns were flooding, traffic, inadequate infrastructure, buffers, density, and appearance. David Victoria spoke in favor of the request. Steve Powell was present to address questions and concerns.</p>	

Proposed Improvements	
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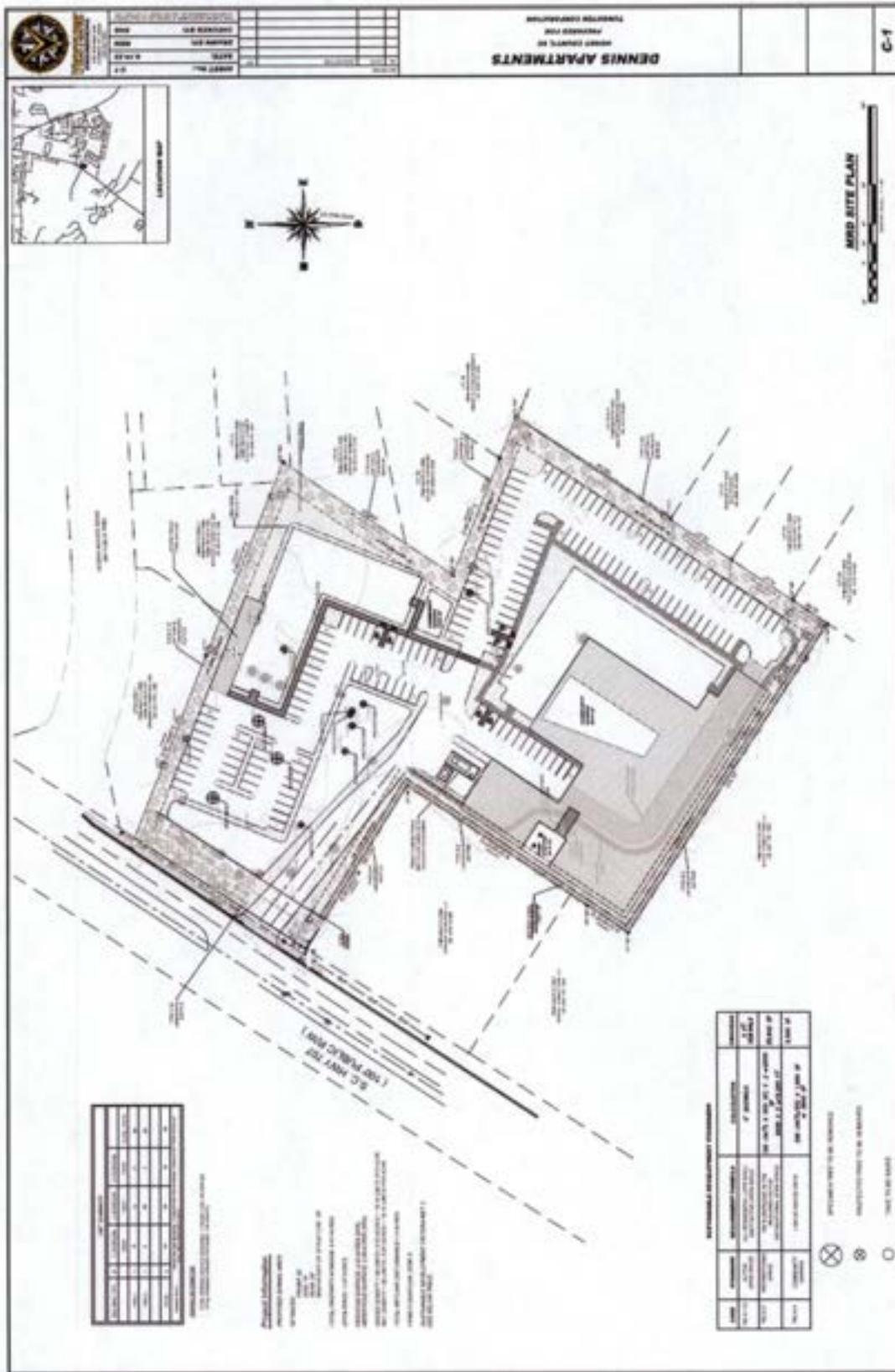
TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	32 / 1,500		Functional Capacity	2022-2023 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	576 / 576	St. James High	1,577	1,775	113%
Existing Road Conditions	State, Paved, Four-lane, Divided	St. James Intermediate	1,092	842	77%
Rd. Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (247) 22,900 AADT 55-80%	Burgess Elementary	714	638	89%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD 3	CFA Comm / Res	PDD Brynfield Park	RE 4	CFA Comm / Res	
Min. Lot Size (in square feet)	43,560	43,560 / 21,780	5,500	21,780	43,560 / 21,780	
Front Setback (in feet)	20	60 / 40	20	50	60 / 40	
Side Setback (in feet)	15	25 / 15	5	10	25 / 15	
Corner Side Setback (in feet)	22.5	37.5 / 22.5	7.5	15	37.5 / 22.5	
Rear Setback (in feet)	20	40 / 25	10	15	40 / 25	
Bldg. Height (in feet)	35	35	35	36 per 1/4 acre not to exceed 120	35	

Attachment A – Rezoning Map



Attachment B – Dennis Apartments Conceptual Plan





**Future Land Use Map**

HC Government

Parcel for Consideration  
 Parcel Boundary  
 Structure  
 Major Road  
 Other Road

Rezonning  
 Case Number  
 2022-08-006  
 Rezonning 5.01 acres  
 from CFA to MRD 3

0 500 1000 Feet

N

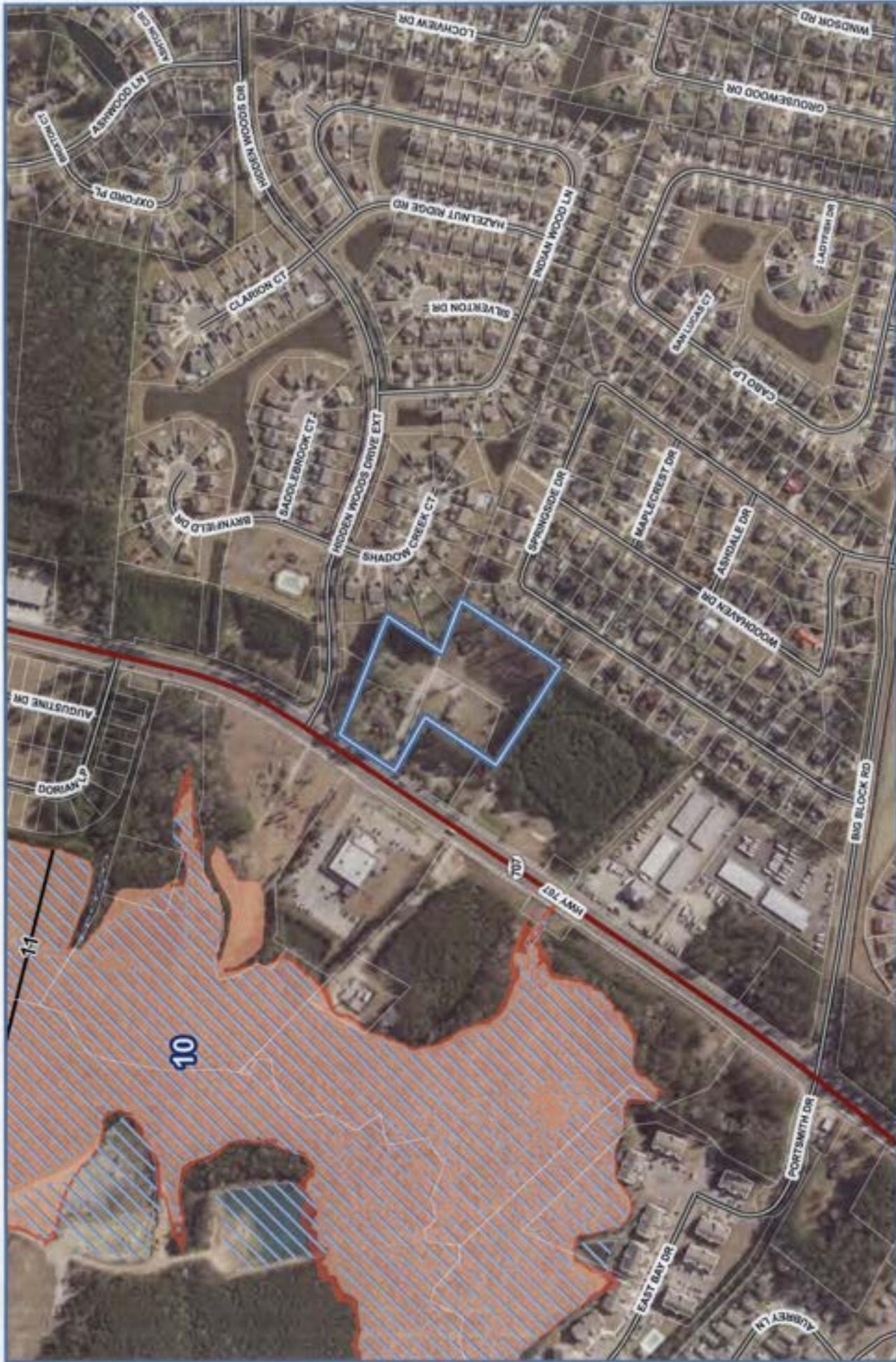


 N  
 0 250 500 Feet

 **HC Government**

**Aerial Map**  
 Rezoning Case Number 2022-09-006  
 Rezoning 5.01 acres from CFA to MRD 3

**Parcel for Consideration**  
 Parcel for Consideration  
 Major Road  
 Other Road



**HC Government**

**Flood Map**

Resoning Case Number 2022-09-008  
 Resoning 5.01 acres from CFA to MRD 3

**Legend:**

- Parcel for Consideration
- Major Road
- Other Road
- Supplemental Flood Zone
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area
- 0.2% Annual Chance Flood Hazard

Scale: 0 150 300 Feet

North Arrow

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

Ordinance 136-2022

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 29808040004 FROM LIMITED FOREST AGRICULTURE (LFA) TO COMMUNITY RETAIL SERVICES DISTRICT (RE2)**

**WHEREAS**, Ordinance Number 71-2021 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Limited Forest Agriculture (LFA) to Community Retail Services District (RE 2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:** Parcel(s) of land identified by PIN 29808040004 and currently zoned Limited Forest Agriculture (LFA) is hereby rezoned to Community Retail Services District (RE 2) , as included in **Attachment A** titled "Rezoning Map".
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading:  
Second Reading:  
Third Reading:

## Horry County Rezoning Review Sheet

Energy #: 059516 Advertisement & Mailout Date: 10-13-2022 Date Posted: 10-12-2022 # Property Owners Notified: 31 Report Date: 10-10-2022 BY: GEH

### PROPERTY INFORMATION

Applicant	Deerslayer, LLC	Rezoning Request #	2022-10-005
PIN #	298-08-04-0004	County Council District #	10 - Hardee
		Staff Recommendation	Approval
Site Location	Intersection of Hwy 905 & Hwy 66	PC Recommendation	Disapproval 3.6
Property Owner	Deerslayer, LLC		Size (in acres) of Request

### ZONING INFORMATION

Current Zoning	LFA
Proposed Zoning	RE 2
Proposed Use	Retail
Character of the Area	Residential

### LOCATION INFORMATION

Flood Information	X	LFA	LFA	RE 2
Wetland Information	9.05 acres (Includes remainder)	LFA	Subject Property	RE 2
Utilities	Public	LFA	LFA	LFA
Fire in miles	4.55 - Station 34 (Career)			
EMS in miles	4.55 - Station 34 (Career)			

### ADJACENT PROPERTIES

### COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
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Discussion: The applicant is requesting to rezone from LFA to RE 2. The parcel is located at the intersection of Hwy 905 & Hwy 66. Almost the entirety of the property is encumbered with wetlands. There is a piece of property across Hwy 905 that is zoned RE 2. Staff is currently reviewing plans for a restaurant on that site.

The future land use designation is Rural Communities. The Imagine 2040 Comprehensive Plan states "Neighborhood commercial and tradeshops should be allowable along arterial roadways and business routes when the parcel is deep enough to support the use, can meet development requirements without variances, and does not impact existing residential uses, historic and cultural resources, and nearby farming operations."

Public Comment: 11/3/2022 There was no public input. Chris Barnhill was present to address questions and concerns.

Proposed Improvements	
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### TRANSPORTATION INFORMATION

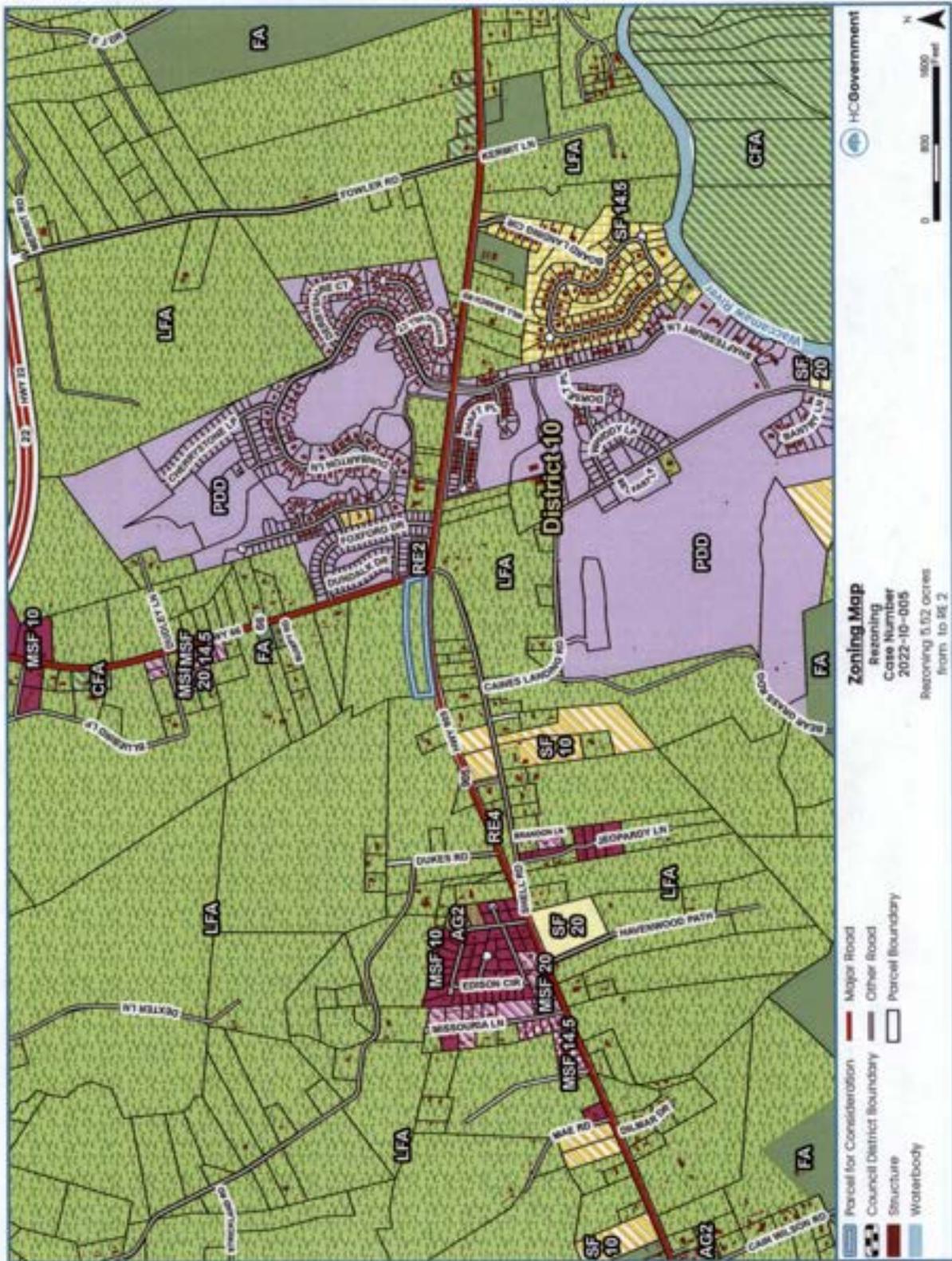
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 40
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	750 / 750
Existing Road Conditions	State, Paved, Two-lane
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 905, Station (253) 7,400 AADT 35-40%

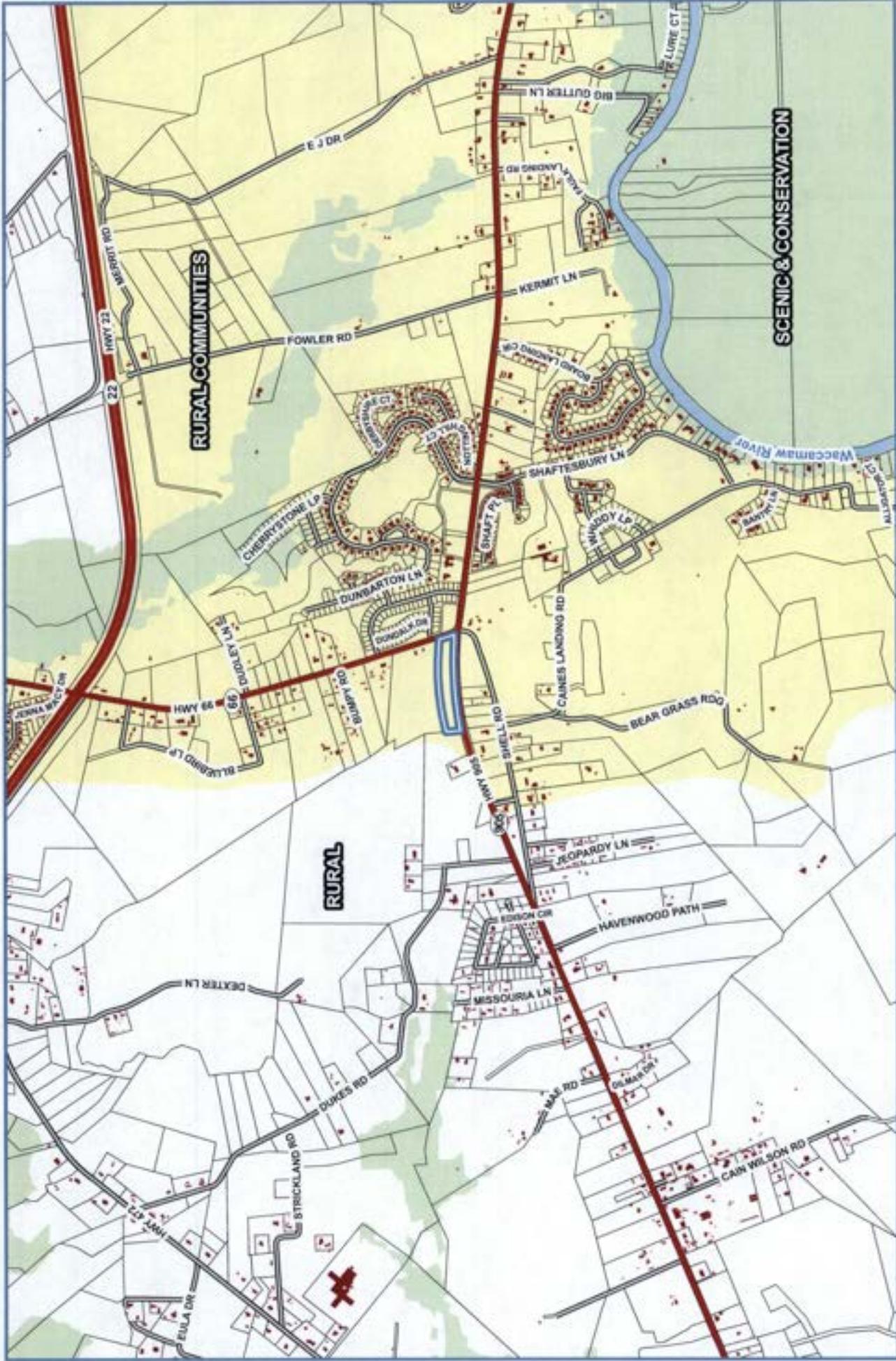
### Horry County Schools Functional Capacity

	Functional Capacity	2022-2023 ADM	Percent Capacity
Conway High	2,095	1,438	69%
Conway Middle	657	549	84%
Kingston Elementary	639	412	64%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE 2	LFA	RE 2	LFA		
Min. Lot Size (in square feet)	10,000	43,560	10,000	43,560		
Front Setback (in feet)	60	60	60	60		
Side Setback (in feet)	10	25	10	25		
Corner Side Setback (in feet)	15	37.5	15	37.5		
Rear Setback (in feet)	15	40	15	40		
Bldg. Height (in feet)	36	35	36	35		

Attachment A – Rezoning Maps





**Future Land Use Map**

Rezoning  
 Case Number  
 2022-10-005  
 Rezoning 5.52 acres  
 from LFA to RE 2

-  Parcel for Consideration
-  Parcel Boundary
-  Major Road
-  Other Road
-  Structure
-  Waterbody





- Parcel for Consideration**
- Parcel for Consideration
  - Major Road
  - Other Road

**Aerial Map**  
Rezoning Case Number 2022-10-005  
Rezoning 5.52 acres from UFA to RE 2

HC Government



**Flood Map**

Rezoning  
Case Number  
2022-10-005  
Rezoning 5.52 acres  
from LFA to RE 2

-  Parcel for Consideration
-  Major Road
-  Other Road
-  Supplemental Flood Zone
-  AE - Special Flood Hazard Area
-  0.2% Annual Chance Flood Hazard