

Regular Council Meeting
February 20, 2024 – 6:00 p.m.
Council Chambers

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| A. Call to Order | Johnny Gardner, Chairman |
| B. Invocation | Mr. Loftus |
| C. Pledge of Allegiance | Mr. Masciarelli |
| D. Public Input (Sign-up Required) | |
| E. Approval of Agenda Contents | |
| F. Approval of Minutes: Regular Meeting February 6, 2024 | |
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G. CONSENT AGENDA

1. Third Reading – **Ordinance 17-2021** to approve the request to amend the official zoning maps for Horry County, South Carolina, so as to rezone PIN 39600000001 from General Residential (GR) to Inpatient Medical Services (ME1). (DiSabato)
2. Third Reading – **Ordinance 67-2021** to approve the Conway Medical Center Development Agreement with Conway Hospital, Inc. for approximately 353.25 acres located on International Drive in the Dogwood Neck Township. (DiSabato)
3. Third Reading on the following ordinances to approve the request to amend the official zoning maps:
 - Ord 09-2024** Diamond Shores, agent for Lucille Myers (Crawford)
 - Ord 10-2024** DRG, agent for JDR Square, LLC ETAL (Loftus)
 - Ord 11-2024** Pacynthay Avant (Allen)
 - Ord 12-2024** Diamond Shores, agent for MS Building Foundations, LLC & Marie Hall (Hardee)
 - Ord 13-2024** Diamond Shores, agent for Nikolai Strelieff (Hardee)
 - Ord 14-2024** Pete Hughes, agent for Lesia Hughes (Anderson)
4. First Reading on the following ordinances to approve the request to amend the official zoning maps:
 - Ord 17-2024** William Hucks (Allen)(Affiliated Ord. 16-2024)
 - Ord 18-2024** Candace Bower, agent for Timothy Rice (Loftus)
 - Ord 20-2024** Bennie Vereen, Jr. (Causey)(Affiliated Ord. 19-2024)
 - Ord 22-2024** Emad Wahba (Loftus)(PC Approval 7:1)
 - Ord 23-2024** Annette Brown Mishoe (Loftus)
5. First Reading – **Ordinance 16-2024** to amend the Future Land Use Map of the Imagine 2040 Comprehensive Plan for PIN 20105040001 from Rural to Rural Communities. (Allen)(Affiliated Ord. 17-2024)
6. First Reading – **Ordinance 19-2024** to amend the Future Land Use Map of the Imagine 2040 Comprehensive Plan for PIN 26705020014 from Rural Communities to Suburban. (Causey)(Affiliated Ord 20-2024)
7. First Reading – **Ordinance 24-2024** amending Article II, Section 205 of the Zoning Ordinance of Horry County, South Carolina as it pertains to general setback provisions. (Favorable, I&R Committee)
8. First Reading – **Ordinance 25-2024** to dissolve the Horry County Stormwater Advisory Board. (Favorable, I&R Committee)
9. First Reading – **Ordinance 26-2024** approving and authorizing the County Administrator to execute a lease agreement with Coast Futbol Alliance, Inc. for property located at Socastee Recreation Park. (Favorable, I&R Committee)
10. **Resolution R-02-2024** recognizing March of 2024 as “American Red Cross Month”. (Favorable, PS Committee)
11. **Resolution R-03-2024** approving to advance monthly payment of road fees allocated to Coast RTA and modification of the Coast RTA Funding agreement and American Rescue Plan Act Funding agreements. (Favorable, I&R Committee)
12. **Resolution R-04-2024** authorizing the Police Department to submit and accept, if awarded, the South Carolina Department of Public Safety Justice Assistance Grant not to exceed \$120,554.57. (Favorable, PS Committee)
13. **Resolution R-05-2024** authorizing the Horry County Police Department to submit and accept, if awarded, the South Carolina Department of Public Safety Byrne State Crisis Intervention Program Grant not to exceed \$236,009.95. (Favorable, PS Committee)

14. **Resolution R-06-2024** to approve the application to the South Carolina Opioid Recovery Fund Board for the guaranteed Political Subdivision Subfund, to accept the grant if awarded and authorize and appropriate opioid settlement funds for the hiring of two (2) additional Harm Reduction Specialists for Horry County Fire Rescue. (Favorable, PS Committee)
15. **Resolution R-07-2024** declaring a service weapon as surplus property and making it available to a retiring police officer. (Favorable, PS Committee)
16. Resolutions to accept the dedication of road(s) and drainage in the following subdivisions into the Horry County Maintenance System. (Favorable I&R Committee)
Resolution R-08-2024 Chestnut Ridge Phase 3
Resolution R-09-2024 Heather Glen Phase 10
Resolution R-10-2024 Heather Glen Phase 12
Resolution R-11-2024 Jordanville Farms Phase 2
Resolution R-12-2024 Shorehaven Village Phase 2
Resolution R-13-2024 Berkshire Forest Phase 9
Resolution R-14-2024 Berkshire Forest Phase 10
Resolution R-15-2024 The Willows Phase 1
17. Resolutions allocating Community Benefit Funds: (Favorable, Administration Committee)
CBF-01-2024 Horry County Animal Care, \$1,400.00 to assist with the spay and neuter program for dogs. (Masciarelli)
CBF-02-2024 Buck Creek Foundation DBA Giving Hope Gardens, \$15,000.00 to help build a classroom facility for their adult with disabilities life skills program. (Causey, Hardee, Gardner)

H. PRESENTATIONS / RESOLUTIONS

I. READING OF ORDINANCES

18. Third Reading & Public Hearing – **Ordinance 137-2023** to amend the fiscal year 2024 Budget Ordinance Number 42-2023, Section 1 so as to recognize various additional revenue and expenditures. (Favorable, Administration Committee)

J. MEMORIAL DEDICATIONS

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

Council Meeting
March 5, 6pm

I&R Committee
March 12, 9am

Public Safety Committee
March 12, 1pm

Administration Committee
March 26, 1pm

L. EXECUTIVE SESSION: If necessary.

ADJOURN

**MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
February 6, 2024
6:00 p.m.**

MEMBERS PRESENT: Johnny Gardner, Chairman; Jenna Dukes; Bill Howard; Dennis DiSabato; Gary Loftus; Cam Crawford; Tom Anderson; Mike Masciarelli; Mark Causey; Danny Hardee; and Al Allen.

MEMBERS ABSENT: Tyler Servant.

OTHERS PRESENT: Ashley Carroll; Steve Gosnell; David Jordan; Randy Webster; David Gilreath; Barry Spivey; Charles Suggs; 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. DiSabato gave the invocation.

PLEDGE: Mr. Anderson led in the pledge.

PUBLIC INPUT:

Ms. Patricia Milley spoke regarding open space for the future. She was concerned about the welfare of them and their children in the future, and it was mainly about trees. One thing, she sometimes thinks that the developers write their laws. Their open space was not protected. From what the law that her Councilman read to her was that when the developer leaves the open space is zoned R4, R2, or R1 and can be developed. That was what happens. Their open space in Quail Creek was sold at tax sale because no one in the development was notified that it was up for tax sale and that the developers hadn't paid the taxes. They didn't even know that it was taxed so it was sold for \$208, and then sold for \$14,000 they were told. They offered him \$9,000, and he wouldn't take it. That was what was happening to their open space and now it was zoned R4. They had one little plot left and it was zoned R4. When they die and can't pay the taxes, who was going to pay it? So open space should always be tax free, and it should be preserved for their children forever. Referring to hurricanes she stated trees had gone down behind her and across from her so now her wind break was gone. The hurricanes can blow her to smithereens. When the developers come into this county, they just clear cut. Why can't they leave 20 feet of trees around every development for a wind break to protect them from hurricanes? She was born here. She had been through hurricanes. She had been other places too, but this was her home and nothing was getting done to preserve them from hurricane winds. If they looked at Fort Meyers during the last hurricane, it had no trees. Go back to the films of them at Hurricane Andrew. No trees. Blown to smithereens. Look at Hugo in McClellanville. Those houses were still sitting under those trees, and all these people come down here and think the trees are going to fall on their house. No. That tree was protecting their house. Very few trees fall on houses. That was why insurance companies won't cut down the tree before it falls because they know it probably won't fall. Her request was to put out forests for their children. Her children played in the woods. It was mentally healthy for children to play in the woods. They needed a woods around every development for the children to play in and to protect from hurricanes. They needed their open space tax free and preserved forever and not R4, R3, or R2 or whatever. They needed two laws. One for making breaks around all developments and one for their open space. She wished they would prayerfully consider that because to her the developers write the laws. She didn't know why they didn't get to write some laws.

Ms. Hannah "Barabara" Umpleby spoke regarding billboard sign at Bus. 17 & Cypress Avenue. She was there to tell them about a sign. A sign that gives them more wording than words can give. It was called lust. Welcome gentlemen welcome. She was against this sign because it was right at the entranceway to Cypress Avenue, which takes her to church. When she goes to church she doesn't want to be having that kind of a sign to welcome her into her church. It also welcomes Garden City Baptist, Shepherd of the Sea, and St. Michael. She was a

marriage and family therapist for over 35 years. She had done research with sexual abuse, and that sign was an invitation, whether you like it or not, to perpetrators, sex offenders, and people who have sex additions. They look for that sign. Her priest said only 1% was looking at that sign. She said that was the 1% she was worried about because they were the bad people. They were the bad people that were going to go out there and molest children. They were going to offend other people. That was the 1% she wanted to reach, and she was praying that they would see what she was seeing in that sign. She did leave a copy of it with Mr. Loftus. He said he would take it over to the billboard owner. The billboard owner won't take it down. He said it was up to the people who own the sign itself. She was praying that they were going to hear her because that place was over on Seaboard. She really didn't want to know about it. If they want to go there, fine, but don't flaunt that in front of her church. The other thing, little children driving out of that church from their Sunday school saying mama, that's a gentlemen's club. Somebody told her on the way there that was a dollhouse. I want to go there. She was sorry. What were they telling their children? She hoped they heard her.

Ms. Deb Boissonneault spoke regarding development on International Drive. She and her husband bought a home in The Farm in 2022. They were weighing in against building anything on the property on International Boulevard that was currently slated to hold a new Conway Medical Center hospital. Before buying their home on The Farm they owned a home in Charleston for 11 years. You don't live in Charleston for very long before you become very aware of flooding issues. Mostly non-residents hear about downtown flooding, but they watched over those 11 years as neighborhoods off of Charleston peninsula that had never flooded began to flood after new subdivisions were built adjacent to old subdivisions. It was a recurring story. You cut down the trees. You cover the land with roads and roofs and sidewalks. You build new construction higher than the surrounding homes without really understanding how the water flows leaving the existing properties to flood. She had been told that 60% of the CMC parcel was wetland. They were concerned that any building on the CMC property would lead to outright flooding on the streets near the CMC property. They were also concerned the hydrology of that property would lead to problems with their retention ponds in The Farm. Unintended consequences and lack of understanding from developers concerned them and other Farm residents she had talked to. Wildfire risk was another concern. Horry County needed someone to manage controlled burns on the proposed mitigation bank property, which was adjacent to the CMC property and across International from Lewis Ocean Bay Preserve. She had heard DNR would do the control burns to the mitigation bank property if they don't have to deal with the hospital adjacent to the mitigation bank. It sounds great, but The Farm was right next to all that potential wildfire risk property, and they were not the only community in that area with significant wildfire risk from unmanaged forests. She looked at a map and Hillsborough, Avalon, and Indigo Bay were just a few. Assuming the controlled burns continued to happen in both Lewis Ocean Bay, and if they start to happen on the mitigation bank property, she would like to know how people would get to the hospital or the 3,000 apartments or houses if International's control was closed for a controlled burn. She knew CMC proposed a frontage road to skirt the fire gate, but would a frontage road be sufficient for 3,000 housing units. If CMC sells to a house or apartment builder, 3,000 units would be built on less than 400 acres. Was some housing developer going to propose cutting a second entrance into The Farm property or through The Farm property to access the 3,000 housing units from behind? Just to handle all the cars it seemed as if most of that CMC property would need to be paved, which was a potential flooding nightmare. All that was built on 60% wetlands. She had heard it said that there were only 2 possible uses for the CMC property, 3,000 housing units or a hospital. However, there was a third option. SCDNR offered to buy the property from CMC. Why were they not hearing about that possibility? She hoped CMC and DNR were talking about it privately. Wasn't there somewhere else CMC could redevelop property for a hospital? She realized the population growth meant more medical facilities. McCloud Healthcare was building a hospital just down International Drive near the Lowe's supermarket. It seemed as if that could serve this part of the county. Did they really need two hospitals on International Boulevard when there was sentiment, even from Horry County residents who don't live in Carolina Forest, to leave the land alone? She thanked them for the opportunity to speak to them, and she sincerely thanked them for the work that they did for all of Horry County, not just the wealthy and well connected.

Public input was closed.

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

APPROVAL OF MINUTES: Regular Meeting, January 16, 2024. **Mr. DiSabato** moved to approve the minutes of the January 16, 2024, meeting minutes, seconded by **Mr. Howard**. The motion passed unanimously.

APPROVAL OF CONSENT AGENDA: Mr. DiSabato moved to approve the consent agenda, seconded by Mr. Anderson. The motion passed unanimously. The consent agenda consisted of the following:

Third Reading on the following ordinances to approve the request to amend the official zoning maps:

Ord 01-2024 Gregory L. Johnson; **Ord 03-2024** G3 Engineering, agent for the Estate of Donna Scott (Affiliated Ord. 02-2024); **Ord 04-2024** G3 Engineering, agent for DDG Investments, LLC; **Ord 05-2024** Arnette Properties Unlimited Inc.; and **Ord 06-2024** Diamond Shores, agent for Jase Corp, LLC.

Third Reading – **Ordinance 02-2024** to amend the future land use map of the Imagine 2040 Comprehensive plan for PINS 42906020002 and 42906030042 from Rural Communities to Suburban. (Affiliated Ord. 03-2024)

PRESENTATIONS/RESOLUTIONS:

READING OF ORDINANCES:

Second Reading & Public Hearing on the following ordinances to approve the request to amend the official zoning maps:

Ord 07-2024 Diamond Shores, agent for Mullet Creek, LLC. Dr. Dukes moved to approve, seconded by Mr. Howard. There was no public input. Dr. Dukes moved to defer until the March 5th meeting, seconded by Mr. DiSabato. The motion to defer until the March 5th meeting passed unanimously.

Ord 09-2024 Diamond Shores, agent for Lucille Myers. Mr. Crawford moved to approve, seconded by Mr. Allen. There was no public input. The motion passed unanimously.

Ord 10-2024 DRG, agent for JDR Square, LLC ETAL. Mr. Loftus moved to approve, seconded by Mr. Howard. There was no public input. The motion passed unanimously.

Ord 11-2024 Pacynthay Avant. Mr. Allen moved to approve, seconded by Mr. Anderson. There was no public input. The motion passed unanimously.

Ord 12-2024 Diamond Shores, agent for MS Building Foundations, LLC & Marie Hall. Mr. Hardee moved to approve, seconded by Mr. DiSabato. There was no public input. The motion passed unanimously.

Ord 13-2024 Diamond Shores, agent for Nikolai Streliaff. Mr. Hardee moved to approve, seconded by Mr. Anderson. There was no public input. The motion passed unanimously.

Ord 14-2024 Pete Hughes, agent for Lesia Hughes. Mr. Anderson moved to approve, seconded by Mr. DiSabato. There was no public input. The motion passed unanimously.

First Reading – **Ordinance 08-2024** to approve the request to amend the official zoning maps for Horry County, South Carolina, so as to rezone PIN 39714010001 from Inpatient Medical Services (ME 1) to Convenience and Auto- Related Services (RE 3). Mr. DiSabato moved to table, seconded by Mr. Howard. The motion to table passed unanimously.

OLD/NEW BUSINESS:

MEMORIAL DEDICATION: Rose Mary Johnson, Joe Perry Johnson, Jr., Rev. Wilfred Benton, Linda Faye Cook, Winford Rue Hardee, John Calvin Griggs, Lewis Calvin Pate, Jacqueline “Jackie” Huff Browder, Jimmy Ray Jones, and Sandy Graham Thomas.

UPCOMING MEETINGS: Council Meeting – February 20, 6:00 p.m.; I&R Committee – February 13, 9:00 a.m.; Public Safety Committee – February 13, 1 p.m.; and Administration Committee – February 15, 2 p.m.

EXECUTIVE SESSION: Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. **Mr. DiSabato moved to enter into executive session, seconded by Mr. Anderson. The motion passed unanimously. Mr. Masciarelli moved to exit executive session, seconded by Mr. Howard. The motion passed unanimously.** Mr. Jordan stated while in executive session Council engaged in the discussion and receipt of legal advice. No votes were taken. No decisions were made.

ADJOURNMENT: With no further business, **Mr. Howard moved to adjourn at approximately 6:28 p.m., seconded by Mr. DiSabato. The motion passed unanimously.** The meeting was adjourned in memoriam of: Rose Mary Johnson, Joe Perry Johnson, Jr., Rev. Wilfred Benton, Linda Faye Cook, Winford Rue Hardee, John Calvin Griggs, Lewis Calvin Pate, Jacqueline “Jackie” Huff Browder, Jimmy Ray Jones, and Sandy Graham Thomas.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

COUNTY OF HORRY

Ordinance 17-2021

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 39600000001 FROM GENERAL RESIDENTIAL (GR) TO INPATIENT MEDICAL SERVICES (ME1)

WHEREAS, Ordinance Number 1-87 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 General Residential (GR) to Inpatient Medical Services (ME1) 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 39600000001 and currently zoned General Residential (GR) is herewith rezoned to Inpatient Medical Services (ME1).
- 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 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Tom Anderson, District 7
R. Mark Causey, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli District 8
Danny Hardee, District 10

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: June 1, 2021

Second Reading: June 15, 2021

Third Reading: February 20, 2024

Public Hearing: June 15, 2021

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Development Resource Group, LLC (Energov # 050690)	Rezoning Request #	2020-10-003
PIN #	39600000001	County Council District #	2 - Howard
Site Location	International Dr. in Myrtle Beach	Staff Recommendation	Disapproval
Property Owner Contact	Landbank Fund VII, LLC	PC Recommendation	Approval 7:2
		Size (in acres) of Request	354.51

ZONING DISTRICTS

Current Zoning	GR
Proposed Zoning	ME1
Proposed Use	Medical Campus

LOCATION INFORMATION

Flood and Wetland Information (proposed FEMA maps)	X Wetlands = 223 acres	GR	GR	CP
Public Health & Safety (EMS/fire) in miles	0.69 (Fire)	GR	Subject Property	CP
Utilities	Public	PDD	PDD	CP
Character of the Area	Residential and Conservation			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Scenic & Conservation	Overlay/Area Plan: N/A
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Discussion: The applicant is seeking to rezone from GR to ME1 for a medical campus. The tract is located on International Drive adjacent to The Farm at Carolina Forest HOA open space, several utilities, a Wildlife Action animal corridor, the newly formed Horry County wetlands mitigation bank property (Independent Republic Heritage Preserve) and across from Lewis Ocean Bays Heritage Preserve. Extensive wetlands and conservation property surround the tract and the property itself is encumbered by 223 acres of wetlands leaving approximately 131 acres of uplands for potential development.

International Drive is gated on both ends for access management during controlled burns by SCDNR. Coordination between SCDNR and any future development of this tract is expected.

The rezoning request conflicts with the future land use designation of Imagine 2040. A request to amend the future land use to Suburban has been recommended for approval by the Planning Commission.

Public Comment: 1/7/2021 Richard McAndrew, Dan Flaherty, Cara Schildtnecht spoke in opposition of the request. Their concerns were traffic, noise, lights, stormwater, flooding, and quality of life, negative impact on Waccamaw River, wildlife, and wetlands. Dr. Carl Tarbert, Kathy Richardson, Brett Barr, and Robert Hucks spoke in favor of the request. Rob Wilfong was present to address questions and concerns. Joey Ray and Hunter Platt recused.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/3,500	Existing Road Conditions	County, Four Lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	2,500/2,500	Rd, Station, Traffic AADT (2019) % Road Capacity	International Drive 7,500 AADT 15-20%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	ME1	GR SF / MF	PDD			
Min. Lot Size (in square feet)	10,000	6,000 / 1 acre	6,000			
Front Setback (in feet)	60	20 / 30	20			
Side Setback (in feet)	10	10 / 20	5			
Corner Side Setback (in feet)	15	15 / 30	10			
Rear Setback (in feet)	15	15 / 20	15			
Bldg. Height (in feet)	120	35 / 120	35			

Date Advertised: 10/15/2020

Date Posted: 10/12/2020

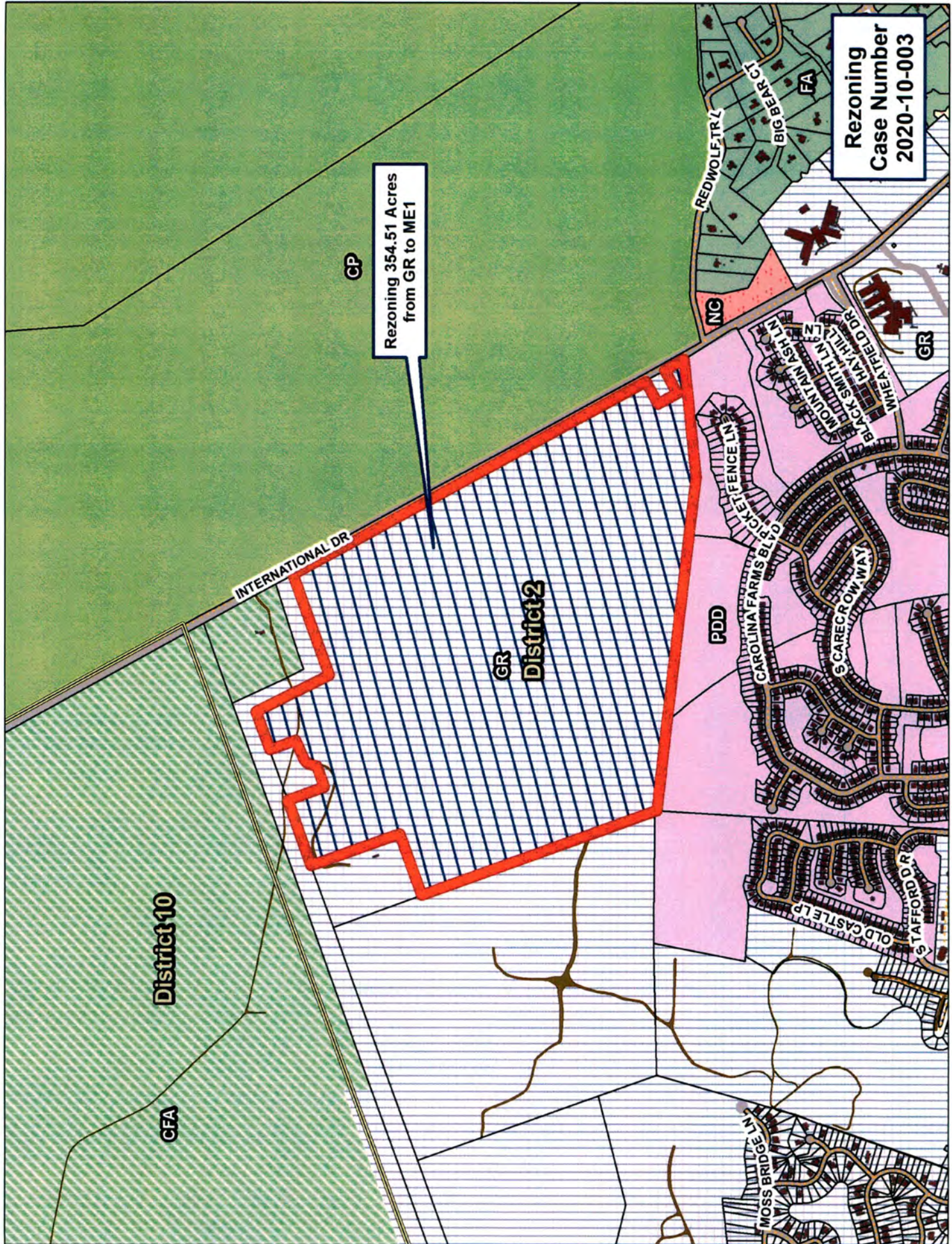
Property Owners Notified: 42

Date Notification Mailed: 10/15/2020

Report Date: 10/15/2020 BY: JPD

Rezoning
Case Number
2020-10-003

Rezoning 354.51 Acres
from GR to ME1



Rezoning
Case Number
2020-10-003

Rezoning 354.51 Acres
from GR to ME1

INTERNATIONAL DR

PICKET FENCE LN

SCARECROW WAY

CAROLINA FARMS BLVD

OLD CASTLE LP

INDIGO BAY CIR

FIDDLEHEAD WAY

CAROLINA FOREST BLVD

MOSS BRIDGE LN

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HARBOR WATCH LP

LINSON DR

HOLLY BERRY CT

REDWOLF TRL

OAKMOOR DR

RIVER OAKS DR

WILLOW BEND DR

BELLEGRUE DR

BARN OWL CT

WINDMILL WAY

MILL ST

POWDER MILL DR

OLD CASTLE LP

INDIGO BAY CIR

FIDDLEHEAD WAY

CAROLINA FOREST BLVD

MOSS BRIDGE LN

WHEATSTONE LN

Rezoning
Case Number
2020-10-003

Rezoning 354.51 Acres
from GR to ME1

INTERNATIONAL DR

REDWOLF TR L

BIG BEAR CT

MOUNTAIN ASH LN

HAY HILL LN

WHEATFIELD DR

CLAYBERRY LN

CAROLINA FARMS BLVD

SCARECROW WAY

OLD CASTLE LP

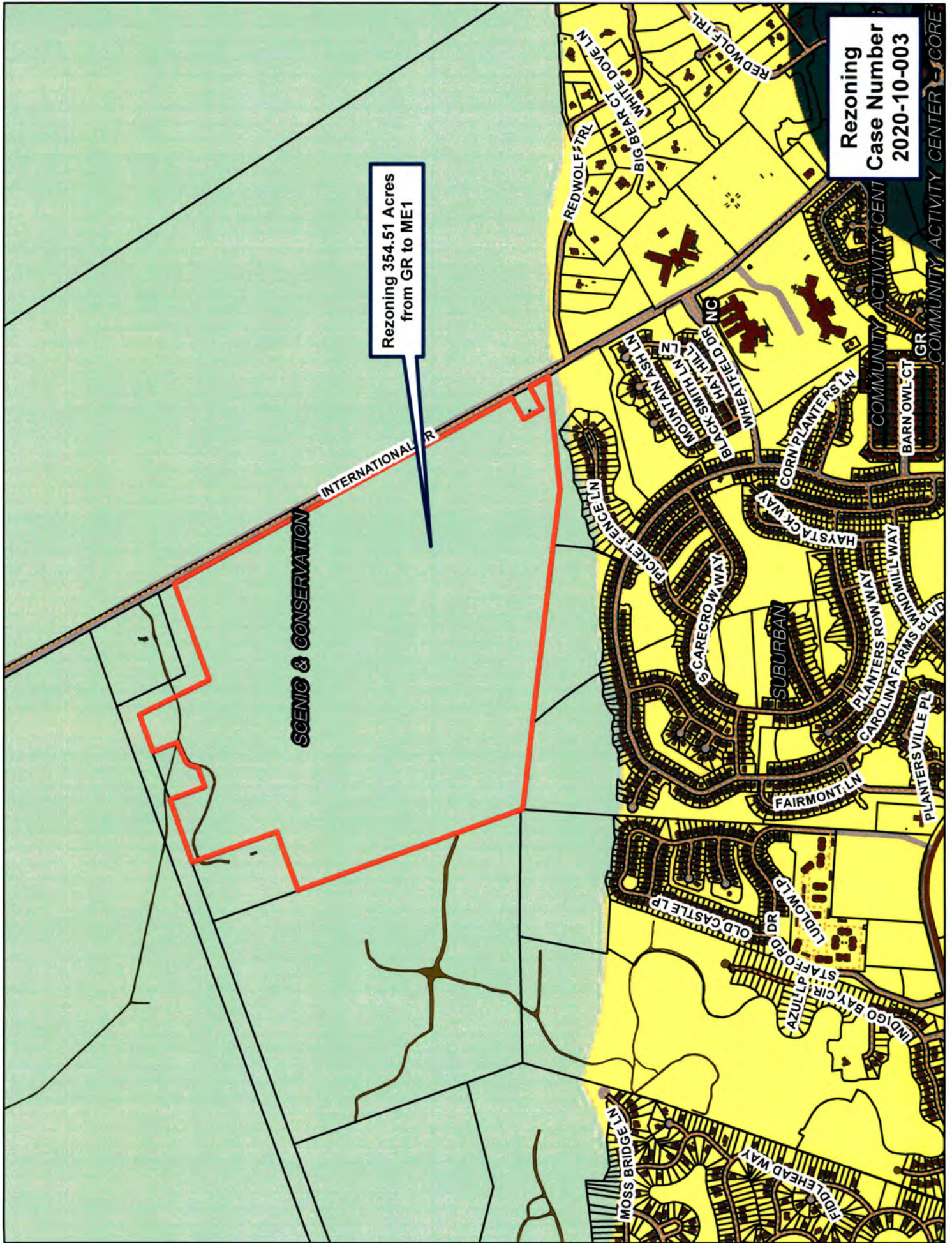
STAFFORD DR

MOSS BRIDGE LN

Rezoning
Case Number
2020-10-003

Rezoning 354.51 Acres
from GR to ME1





Rezoning
Case Number
2020-10-003

Rezoning 354.51 Acres
from GR to ME1

SCENIC & CONSERVATION

INTERNATIONAL

REDWOLF TRL
WHITE DOVE LN
BIG BEAR CT
MOUNTAIN ASH LN
HAY HILL LN
BLACKSMITH LN
WHEATFIELD DR
CORN PLANTERS LN
HAYSTACK WAY
PICKETFENCE LN
S CARECROW WAY
PLANTERS ROW WAY
CAROLINA FARMS BLVD
PLANTERSVILLE PL
FAIRMONT LN
OLD CASTLE LN
LUDLOW DR
STAFFORD DR
INDIGO BAY CIR
MOSS BRIDGE LN
FIDDLEHEAD WAY
BARN OWL CT
COMMUNITY ACTIVITY CENTER
COMMUNITY ACTIVITY CENTER

South Carolina Department of Natural Resources

PO Box 167
Columbia, SC 29202
803-734-4199
rigginl@dnr.sc.gov



Robert H. Boyles
Director
Lorianne Riggins
Director, Office of
Environmental Programs

May 24, 2021

Mr. John P. Danford
Deputy Director, Planning & Zoning
Horry County Government
1302 2nd Avenue
Conway, SC 29526

Electronic submittal

Re: Development Agreement for Development Resource Group, LLC Rezoning Request 2020-10-003 (TMS Parcel 39600000001); Conway Medical Center Facility

Dear Mr. Danford:

The South Carolina Department of Natural Resources (SCDNR) recently discovered via the Horry County Government Planning and Zoning Facebook page, the proposed Development Agreement, Ordinance 17-2021 (also referred to as Rezoning Request #2020-10-003) and Ordinance 16-2021 (also referred to as Future Land Use Amendment PC 2020-5) for PIN# 396-00-00-0001. The purpose of the agreement is to allow for the development of a medical campus by Conway Medical Center (CMC) and provide the County to develop a portion of the property as a lay down area, office and other ancillary uses, as well as parking, recreational uses and accessory uses to its mitigation bank.

Currently, the development agreement states that CMC will develop Area 2 in Exhibit F of the agreement for a medical campus to include a hospital and that Area 1 may be used for any permitted uses under the Inpatient Medical Services District zoning classification with the exception of another hospital and with a height limit of eighty feet.

The SCDNR has continued to express concern regarding the limitations that continued development surrounding Lewis Ocean Bay Heritage Preserve (LOBHP) places on the agency's ability to continue to apply prescribed fire management to LOBHP to allow for the sensitive plants and other resources that make this property unique to flourish. However, to date, the concerns expressed may not have been fully understood. To explain further the importance of LOBHP, the agency offers the following:

Uniqueness of LOBHP

At least 37 rare plant species, most of which are fire dependent, have been documented at LOBHP, the highest richness of any of the State's 76 Heritage Preserves. Prescribed burning mimics natural fires started by frequent lightening. These rare plants evolved with these fire cycles which help maintain the habitat requirements that promotes the growth of these rare plant species. Prescribed

fire aides in removing competing woody vegetation and allows sunlight to reach the forest floor, promoting growth of many rare plants at LOBHP. Additionally, prescribed fire also promotes pollinators and nutrient cycling. Two fire-dependent species of global conservation importance that are found on LOBHP include the Venus flytrap (*Dionaea muscipula*) and Raven's primrose willow (*Ludwigia ravenii*).

The abundance and range of Venus flytrap has been decimated by fire suppression and land conversion. It is now known from only a few populations in the world – two populations in Horry County, SC and in a few coastal counties of NC. The largest population of Venus flytrap in the state of South Carolina is found centered at LOBHP and is the only population within the state that is considered to have long-term viability. The species is thought to be extirpated from Georgetown and Berkeley counties because of fire suppression and land use changes. Raven's primrose willow is known globally from a few other locations in North Carolina and Virginia; it is thought to be extirpated from its historic range in Florida. Like Venus flytrap, a smaller population of this species also exists at the proposed Horry County Mitigation Bank property, but it not known to exist anywhere else in South Carolina. Without prescribed fire, these population will cease to exist in Horry County.

Many of the wildlife species that inhabit the ecosystems of LOBHP, the mitigation bank and the parcel in question to be rezoned depend on fire to open the understory and canopy to provide the specific habitat components they require: including the federally endangered red-cockaded woodpecker (*Picoides borealis*) and the pine snake (*Pituophis melanoleucas*), both high conservation priority species in the State's Wildlife Action Plan due to loss of fire-maintained open canopy habitat, and black bear (*Ursus americanus*) a moderate conservation priority in the State Wildlife Action Plan. LOBHP supports habitat for a large stronghold for the coastal black bear population in South Carolina. The coastal bear population is under continuing threat from development pressure and loss of habitat. Today's LOBHP coastal black bears move from the Carolina Forest area to the Waccamaw River to interact with populations of black bears in the Coastal Plain of North Carolina, maintaining genetic diversity for continued success of this population.

Prescribed Fire Management

While most of the pine savannah habitat is absent from the Coastal Plain and along with it many of the species that would have thrived in these fire-dependent habitats, there is still time to protect and conserve them at LOBHP and the County's mitigation bank property. But, in order to do that, prescribed fire is needed. To understand the agency's concern better regarding the limitation additional smoke sensitive areas on the landscape presents, outlined below is the process by which burning occurs.

The Clean Air Act, under the regulatory authority of the Department of Health and Environmental Control (SCDHEC) regulates open burning to reduce the amount of particulate matter being released into smoke sensitive areas. Open burning is prohibited unless it is conducted as described in S.C. Code of Regulations 61-62.23. For prescribed burning, the SCDHEC regulations require fires set to abide with the Smoke Management Guidelines for Vegetative Debris Burning Operation in South Carolina administered with the SC Forestry Commission (SCFC). For SCDNR prescribed fire managers to conduct burns, they must be in compliance with the SCFC's Smoke Management Guidelines to comply with the Clean Air Act.

The SCFC's Smoke Management Guidelines limit burning based on the following:

- Category Days defined by weather parameters that indicates how well smoke will disperse in a given day;

- Fuel Loading which indicates the average tonnage per acre for most types of vegetative fuels; and
- Smoke Sensitive Areas which define where smoke may be harmful or offensive.

To be in compliance, the SCDNR must notify the SCFC prior to a burn with the following information:

- Time of burn (planned);
- County and location;
- Type of burn;
- Tonnage and/or acreage to be burned;
- Identity of and distance to nearest downwind smoke sensitive area; and
- Person in charge of the burn and their contact information.

While smoke easements are helpful to limit liability and reduce contention of smoke within an area, the SCDNR is still limited by the presence of a smoke sensitive area per the requirements under the Clean Air Act and the SCFC's Smoke Management Guidelines. Thus, any additional smoke sensitive areas near LOBHP further complicates and limits the agency's ability to apply prescribed fire management compounding the challenges and constraints that already exist.

Safety Drop Gates

Beyond the concerns regarding future burning restrictions because of a new smoke sensitive area nearby, there are concerns regarding the movement of the gates as mentioned in Item 13 of the development agreement. For the improvement of International Drive, the SCDNR and Horry County entered into an agreement where the County acknowledged and understood that the ecology of the LOBHP was fire dependent and that the SCDNR would periodically undertake prescribed burns. Because of this understanding, the County agreed to construct and install barrier gates at a designated location, close those gates at the direction of SCDNR when needed during and after prescribed burns at LOBHP and post road closure signage at specified locations.

The locations of the gates are and will continue to be important. The closure of these gates allow for safe operation and application of prescribed burns by agency personnel and most importantly prevent public injury when smoke could potentially cause hazardous driving conditions on International Drive.

In order for Area 2 to be developed, the gates that protect the public from hazardous driving conditions and provide the public benefit of maintaining the sensitive resources at LOBHP with prescribed fire may have to be moved substantially defeating the purpose and the original agreed upon intent of the gates.

Potential Solution

The SCDNR finds that a solution may be present with the development of a frontage road that would not require the movement of the gates to the extent necessary that would be required for the development of Area 2. The SCDNR respectfully requests that the County and CMC work together with the agency to find options for the development of access to the proposed facilities that do not require the movement of the gates and minimize impact to environmentally sensitive resources.

Additionally, to alleviate restrictions on prescribed fire management at LOBHP, the restrictions of when SCDNR can burn as outlined in the agreement due to the International Drive improvements could be removed. Currently, the closure of the gates is restricted for prescribed fire management in the month of November, December 1st through 15th, January 16th through 31st, and the months

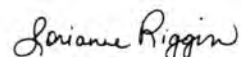
of February, March and April each year. Removal of these restrictions will not necessarily lead to more burning, but provides less restrictions if opportune climatic conditions were present outside of these designated windows.

Additionally, because of the nature of the sensitive species that are known on both the LOBHP and the County's mitigation bank property, the SCDNR requests that due diligence surveys be conducted for rare, threatened and endangered species on the parcel proposed for rezoning and the results of those surveys be shared with the regulatory and resource agencies involved in the project. The agency is specifically interested to understand the use of the property by the red-cockaded woodpecker (federally threatened and state endangered), southern hognose snake (federal at-risk species and state threatened), and spotted turtle (federal at-risk species and state threatened) and locations of rare plant species as aforementioned, Venus flytrap and Raven's primrose willow.

We hope that future communication regarding the project will include SCDNR and that Horry County, CMC and SCDNR can work together to address the agency's concerns and work towards a solution that may render a positive outcome for all involved.

Please do not hesitate to contact me via email at RigginL@dnr.sc.gov or by cell phone at 803-667-2488.

Sincerely,

A handwritten signature in cursive script that reads "Lorianne Riggin".

Lorianne Riggin

South Carolina Department of Natural Resources



Robert H. Boyles, Jr.
Director

January 6, 2021

Mr. John P. Danford
Deputy Director, Planning & Zoning
Horry County Government
1302 2nd Avenue
Conway, SC 29526

Re: Development Resource Group, LLC Rezoning Request 2020-10-003
(TMS Parcel 39600000001)

Dear Mr. Danford:

The South Carolina Department of Natural Resources (SCDNR) recently met with leadership of the Conway Medical Center regarding the proposed rezoning of the subject parcel adjacent to the Horry County Mitigation Bank and the SCDNR's Lewis Ocean Bay Heritage Preserve (LOBHP).

The SCDNR appreciates the opportunity to provide further input regarding the rezoning both to the County and to the applicant. In the initial letter dated October 26, 2020, the SCDNR stated that a medical facility, such as a hospital, and the prescribed fire management activities on LOBHP were not compatible. However, the agency respects the rezoning process and the responsibility of the County to make well-balanced decisions in the best interest of the citizens of Horry County. The SCDNR must make similar decisions as stewards of the natural resources of this beautiful state for the more than five million South Carolinians residing here.

In doing so, the SCDNR has an obligation to continue, as we have done for 31 years, to apply prescribed fire management to the LOBHP to promote the growth of sensitive plants and other resources that make this property unique. The SCDNR is proud to protect the rare resources like the Venus flytraps that are found locally abundant at LOBHP that thrive due to the natural resource management and use of prescribed fire applied by SCDNR staff. These same management techniques are what will be employed by Horry County's consultants on the Mitigation Bank, adjacent to the north of the parcel in question, and eventually the SCDNR when the property is transferred to the agency and dedicated into the Corpus of the Heritage Trust as a part of the LOBHP.

In the conversations with Conway Medical Center, we explained our obligations as stewards of the natural resources, as well as our longstanding commitment to be good neighbors in Horry County. Because of our statutory obligations to protect, enhance and preserve the LOBHP in perpetuity under the Heritage Trust statute, the SCDNR wants to make sure that whomever our neighbor may be that they develop and manage their parcel in a way that is compatible with the continued existence of prescribed fire on the landscape and in a way that has a minimal environmental footprint. Our neighbors in this landscape must have an understanding that fire, both natural and prescribed, is part of the ecology.

Each year, it is the goal of the SCDNR to burn at a minimum 1,500 acres of the 10,000 acres of LOBHP. With the addition of the Horry County Mitigation Bank tract into LOBHP, the SCDNR anticipates the frequency of burns and the potential for smoke and road closures to increase. During these prescribed burns, smoke can remain in the area for a few days after the burn, depending on weather conditions that can cause inversion (an atmospheric phenomenon that occurs when climate and meteorological conditions combine to trap smoke close to the ground at night). Some of these prescribed burns, and the incidental inversion that can occur, may require the closure of International Drive, as reflected in the earlier agreement between our agency and Horry County regarding improvements to International Drive. It is important to continue these closures for the safety of those that utilize the roadway due to limited visibility and the safety of the SCDNR staff that also use the roadway to monitor the prescribed burn with ATVs, pumper truck units, and bulldozers.

The SCDNR uses prescribed burns to not only maintain the viability of the habitat that is necessary to sustain threatened and endangered species that occur on LOBHP, but also as a means to reduce the fuel load to help minimize the degree of intensity of future wildfires. The waxy evergreen fuels of Carolina bay and pocosin complexes are a volatile fuel source for wildfires. Peat soil type fires ignited under dry conditions, that are often the result of wildfires, can burn underground for months and often cause smoke management concerns. According to the S.C. Forestry Commission, wildfires are not uncommon on the Horry County landscape around what is now known as the LOBHP. Prior to the most destructive wildfire occurring in 2009, the area formerly known as the Buist tract, that included all of LOBHP, burned as a result of wildfire nine times from 1954 to 2002. The Bombing Range Fire burned 10,162 acres in June 1954. Thirteen years later, a wildfire burned on the Buist Tract in April 1967, known as the Socastee Plantation Fire, burning 6,005 acres. In 1976, the Clear Pond Fire became the largest forest fire in South Carolina history burning 30,000 acres of the Buist tract. Subsequently, there was the Cotton Patch Bay Fire (2,500 acres) in 1981, the Forestbrook Fire (844 acres) in 1996, the Long Bay Fire (1,911 acres) in 2001 and the Legends Fire (1,658 acres) in 2002. Then, the most destructive wildfire occurred in 2009, the Hwy 31 Fire, burning 19,130 acres, of which approximately 9,000 acres was a part of the LOBHP. This fire destroyed 76 homes and damaged 97 others before it was controlled. The most recent wildfire occurred in June 2016, the Golden Triangle Fire, on LOBHP, just across International Drive from the proposed hospital site. Fortunately, this wildfire event was quickly dissipated by a heavy rainfall event.

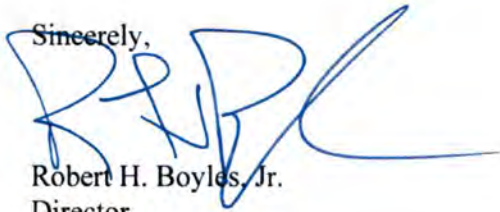
Bottom line, this landscape is not foreign to fire; smoke will be present.

The SCDNR respects the decision-making process of the County and understands the need to provide medical services to the community. We just want to be sure that whomever our neighbor may be at LOBHP, including the future Horry County Mitigation Bank, that they are developing the parcel with an understanding of the fire ecology that occurs naturally in this area of the state. This landscape requires the use of prescribed burns to regularly encourage growth of the species that SCDNR is statutorily required to protect. The SCDNR staff must make decisions on when and where to burn based on many atmospheric factors, including wind, temperature and humidity, and staff must be able to burn when the conditions allow. This means the parcel in question will be inundated with smoke and International Drive may be closed from time to time whether from prescribed fire or wildfire. Any development next door needs to be compatible with the agency's duty to apply prescribed fire. We want the County and our neighbors to understand that the SCDNR has an obligation to the citizens of South Carolina to be a steward of the unique fire-dependent habitats and species that thrive at LOBHP.

We hope that many citizens have a chance to get out and enjoy LOBHP—now and in the future—and we hope that community leaders appreciate the seriousness with which we take our obligations both to be good stewards of and good neighbors in Horry County. LOBHP is a special treasure for the citizens of this state; we hope that everyone has a chance to experience it and connect with our state's beautiful natural resources. Our goal is to establish a stewardship ethic in all South Carolinians, so that our state can continue to support sustainable use, enjoyment and an underlying appreciation for places like LOBHP and other public lands that make South Carolina such a special place to live, work and recreate.




Thank you for the opportunity to provide these comments. Please do not hesitate to contact Lorianne Riggin regarding further questions. She may be reached at RigginL@dnr.sc.gov or by cell phone at 803-667-2488.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RHB', with a long horizontal flourish extending to the right.

Robert H. Boyles, Jr.
Director

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Horry County, South Carolina
Survey Area Data: Version 23, Jun 3, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 4, 2018—Dec 23, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

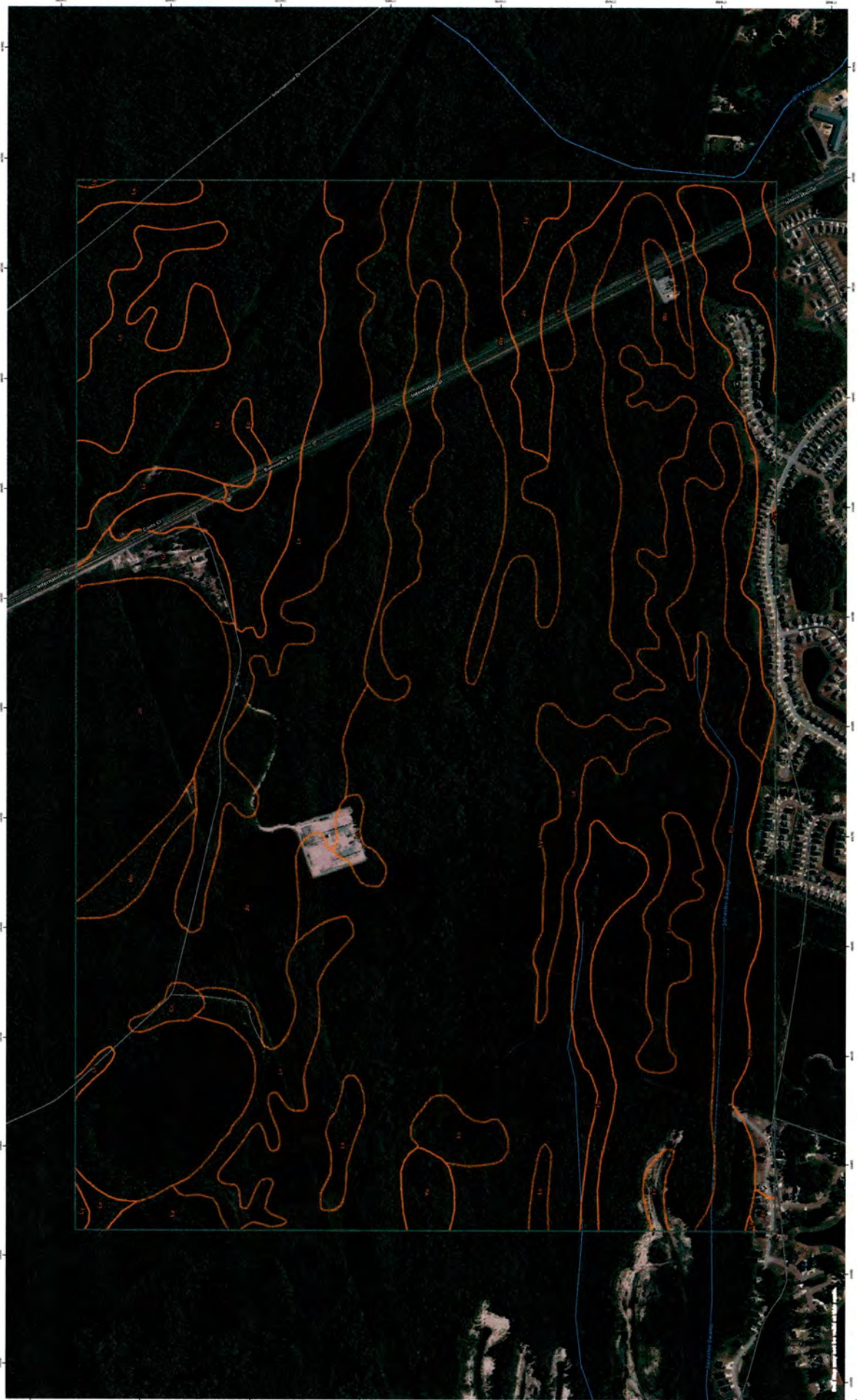
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ce	Centenary fine sand	17.6	1.3%
Ec	Echaw sand	5.7	0.4%
Jo	Johnston loam	263.9	19.5%
Le	Leon fine sand	311.3	23.0%
Ly	Lynn Haven sand	626.9	46.3%
Po	Pocomoke fine sandy loam	54.4	4.0%
We	Witherbee sand	48.0	3.5%
Yo	Yonges fine sandy loam	26.9	2.0%
Totals for Area of Interest		1,354.6	100.0%



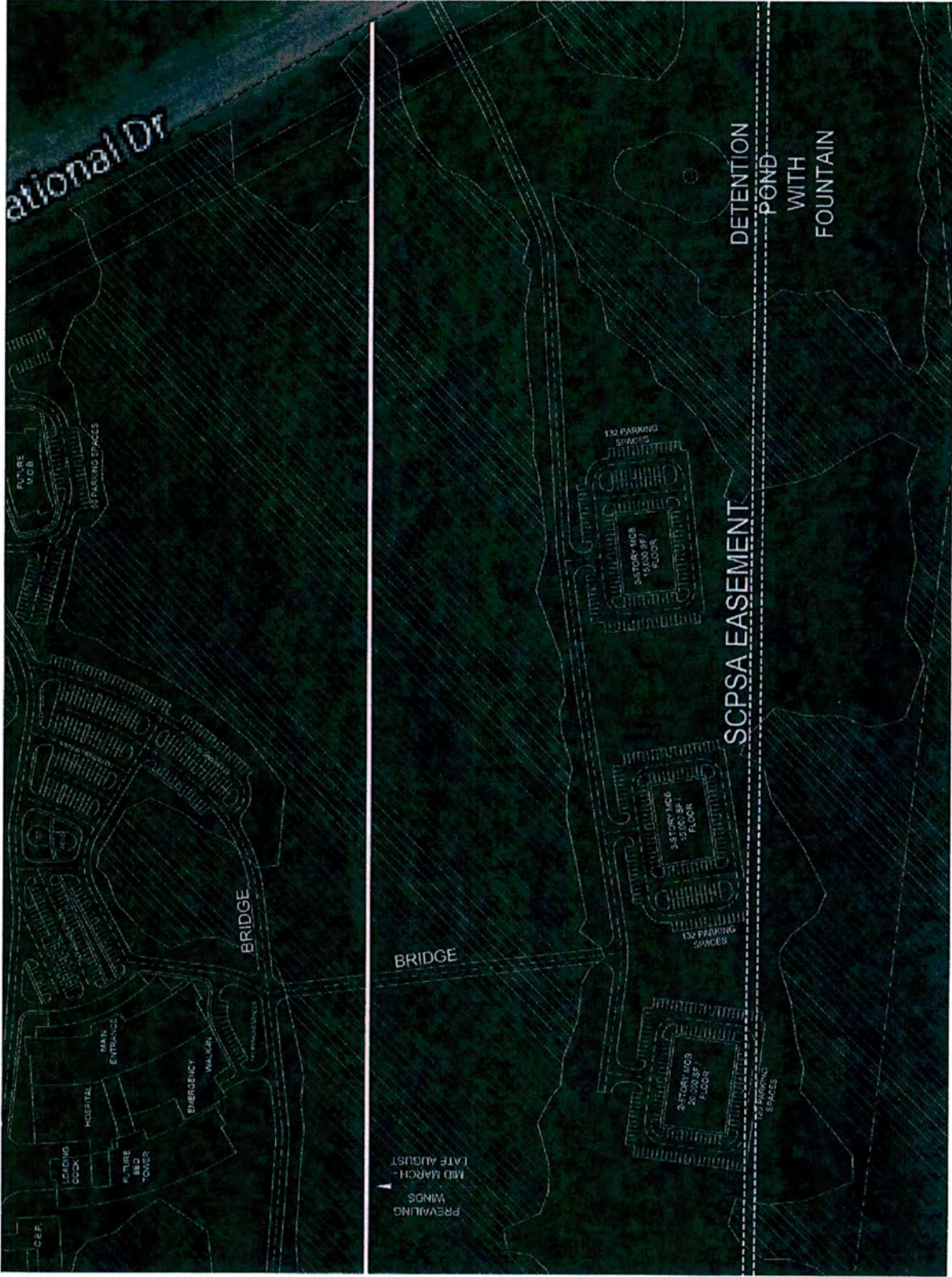
Development Resource Group, LLC
CMC INTERNATIONAL
5000 S. 100th Street
Tulsa, Oklahoma 74134



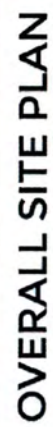
State of Maryland, Department of the Environment
Division of Coastal Management

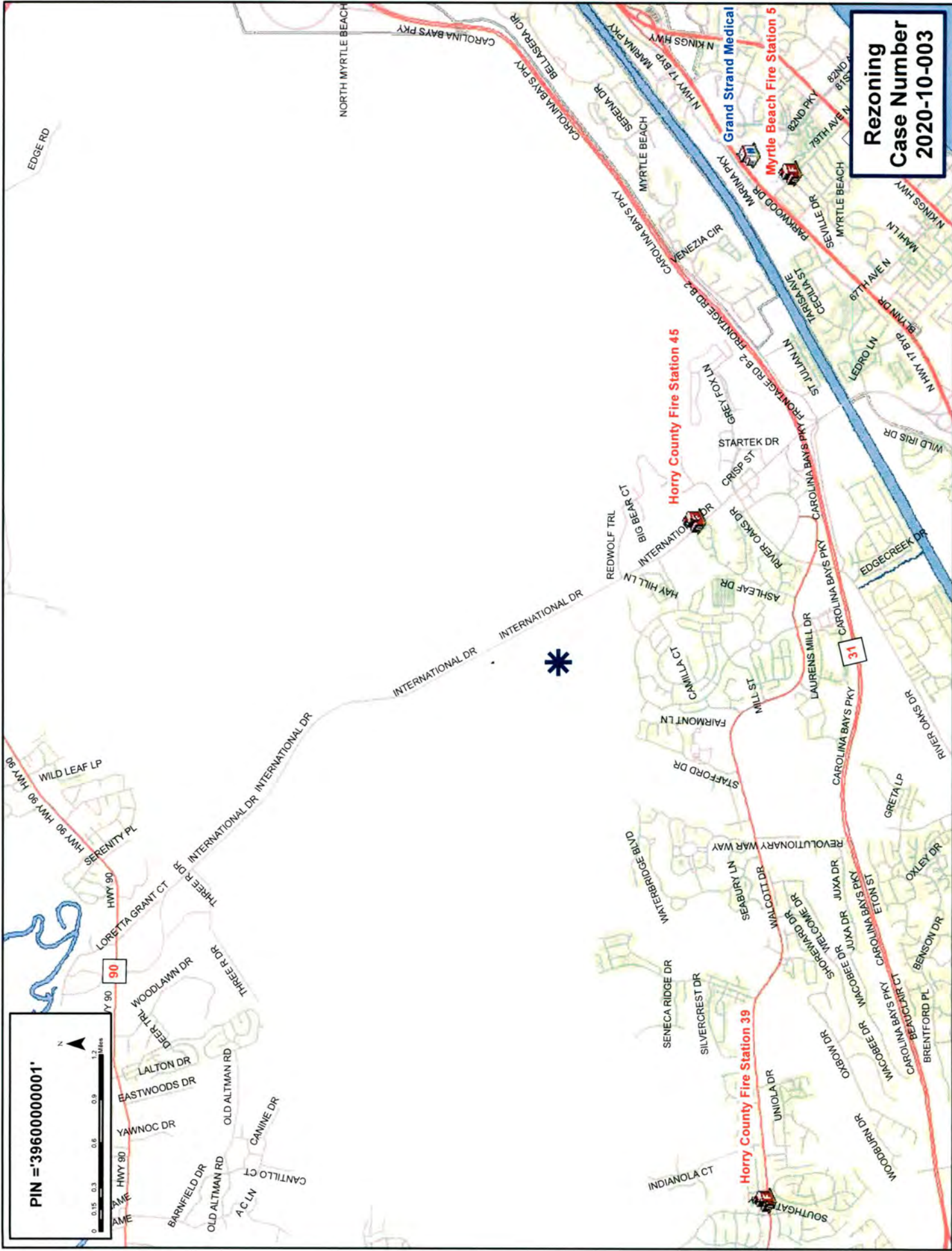


State of Maryland, Department of the Environment
Division of Coastal Management



SITE PLAN





PIN ='396000000001'

Rezoning
Case Number
2020-10-003

PIN: 30
Cm
DB: 42

FOR SALE BY THE U.S. GOVERNMENT AT A DISCOUNT OF UP TO 50% OFF THE COVER PRICE.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

PLANNING COMMISSION
RESOLUTION NO. PC 2020-5

A RESOLUTION TO AMEND THE FUTURE LAND USE MAP OF THE IMAGINE 2040 COMPREHENSIVE PLAN FOR PIN 39600000001 FROM SCENIC AND CONSERVATION TO SUBURBAN.

WHEREAS, Horry County Council approved Ordinance 54-19 on December 10, 2019 adopting the Horry County Comprehensive Plan, Imagine 2040; and

WHEREAS, the property owner requested an amendment the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, Horry County Planning Commission has publicly advertised this proposed amendment to the Comprehensive Plan more than 30-days in advance of a public hearing to meet the requirements of S.C. Code § 6-29-530; and

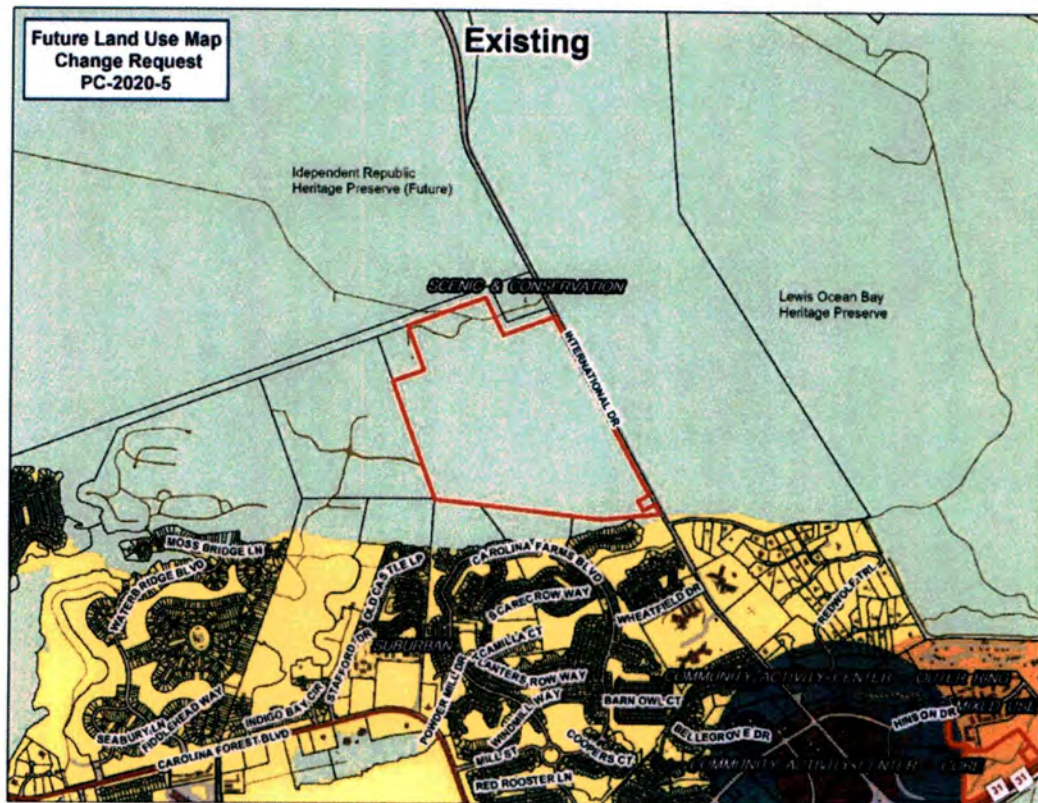
WHEREAS, Horry County Planning Commission having held public hearing deems that the proposed change is necessary to ensure that the Comprehensive Plan is consistent with changing conditions in the County; and

NOW, THEREFORE, BE IT RESOLVED that Horry County Planning Commission recommends the following amendment to the Future Land Use Map of the Imagine 2040 Comprehensive Plan:

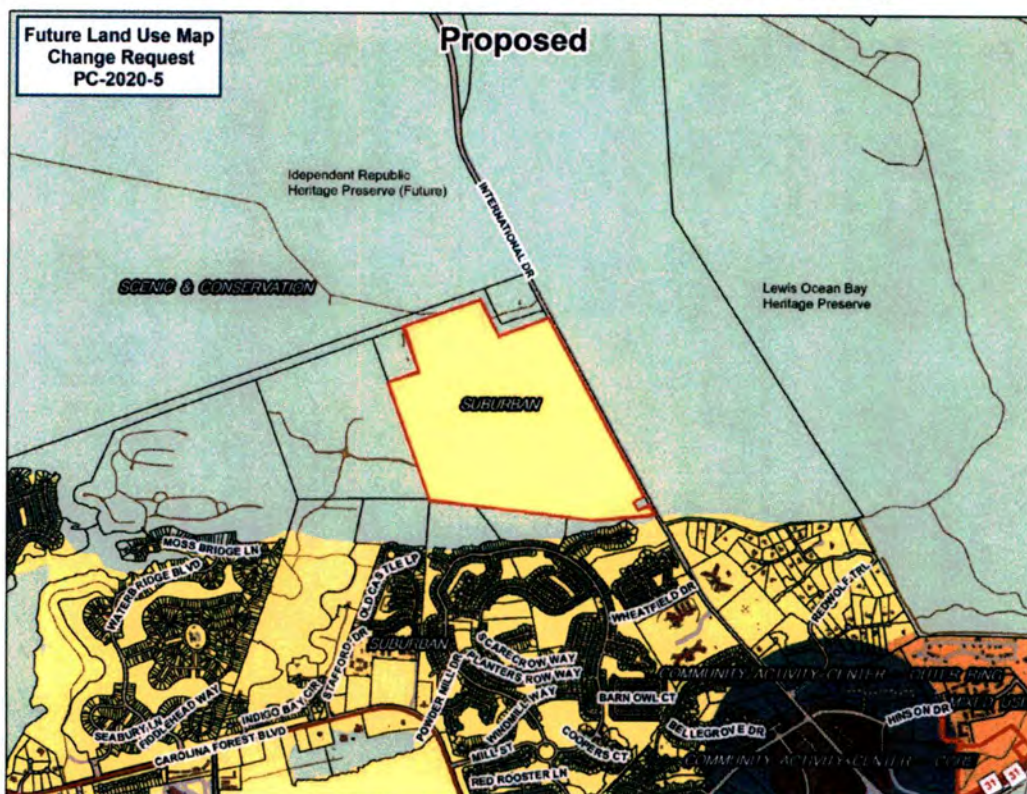
1) The following map indicates the amendment to the Future Land Use Map.

(Map A indicates the existing Future Land Use Map and associated land use designations, while Map B identifies the proposed change to the Future Land Use Map).

Map A: Adopted Imagine 2040 Future Land Use Map



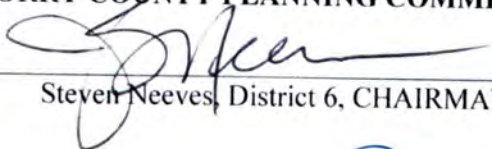
Map B: Amendment to the Imagine 2040 Future Land Use Map



AND IT IS SO RESOLVED.

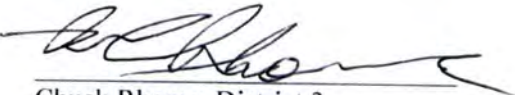
Dated this 7th day of January, 2021.


HORRY COUNTY PLANNING COMMISSION



Steven Neeves, District 6, CHAIRMAN

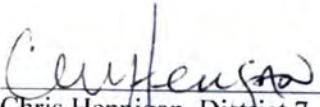

Hunter Platt, District 1

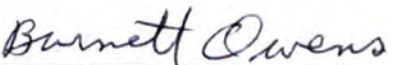

Pamela Cecala, District 2



Chuck Rhome, District 3

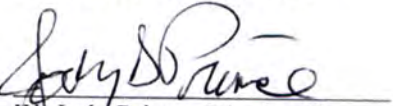

Pamela Dawson, District 4

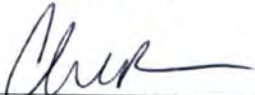

Joseph C. Ray, Jr. District 5


Chris Hennigan, District 7


Burnett Owens, District 8


Martin Dawsey, District 9


W/ Jody Prince, District 10


Charles Brown, District 11


Attest: Susan Miller, Clerk to Planning Commission

AN ORDINANCE TO APPROVE THE CONWAY MEDICAL CENTER DEVELOPMENT AGREEMENT WITH CONWAY HOSPITAL, INC. FOR APPROXIMATELY 353.25 ACRES LOCATED ON INTERNATIONAL DRIVE IN THE DOGWOOD NECK TOWNSHIP.

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, Conway Hospital, Inc. has proposed a development agreement for a project known as Conway Medical Center to include 353.25 acres located on International Drive; and,

WHEREAS, the Horry County Planning Commission has conducted two public hearings regarding the agreement on May 27th, 2021, and June 3rd, 2021, 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 Conway Medical Center Development Agreement (Development Agreement) to include approximately 353.25 acres located on International Drive. 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 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Tom Anderson, District 7
R. Mark Causey, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli District 8
Danny Hardee, District 10

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: June 1, 2021

Second Reading: June 15, 2021

Third Reading: February 20, 2024

Public Hearing: June 15, 2021

County Council Decision Memorandum
Horry County, South Carolina

Date:	May 27, 2021
From:	Planning and Zoning
Division:	Infrastructure and Regulation
Prepared By:	John Danford, Deputy Director
Cleared By:	David Jordan, Interim Director of Planning
Regarding:	Conway Medical Center Development Agreement

ISSUE:

Should the County Council approve acceptance of the Conway Medical Center Development Agreement?

PROPOSED ACTION:

Approve the Development Agreement.

RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The applicant is proposing rezoning action 2020-10-003 (Ord. 17-2021) to ME1 to allow for a medical campus including an in-patient hospital on International Drive. The property is adjacent to The Farm at Carolina Forest, several utilities, a Wildlife Action animal corridor, the newly formed Horry County wetlands mitigation bank property (Independent Republic Heritage Preserve) and across from Lewis Ocean Bays Heritage Preserve). Extensive wetlands and conservation property surround the tract and the property itself is encumbered by 210.58 acres of wetlands.

Per the conceptual plan, the two "fingers" of uplands (Area 1 & 2) closest to The Farm at Carolina Forest will be developed for medical uses. The hospital will be located in Area 2 unless County Council by Resolution permits a shift to Area 1 in the event the Developer is unable to develop the campus on Area 2.

Areas 3 & 4 will be conveyed to Horry County. Area 3 is to be used as a lay down area, office and other ancillary uses. Area 4 is limited to no more than parking for recreational and accessory uses incidental to the Independent Republic Heritage Preserve.

Primary access and main entry to the project is International Drive which will require relocation of the eastern drop gate by approximately 1,250 feet West of the current location. This will require an amendment to the agreement between Horry County and SCDNR. The Developer is responsible for all costs associated with relocation of the gate.

ANALYSIS:

The property is currently zoned for residential development (GR). The proposed rezoning would remove residential uses and the Development Agreement would further limit the allowed uses of each upland Area. As a result the agreement recognizes the proposed land use is incompatible with the surrounding land uses and to that end works to substantially mitigate the issues that could result from developing a medical campus in an environmentally sensitive area in close proximity to residential with questionable access.

**CONWAY MEDICAL CENTER
DEVELOPMENT AGREEMENT
BY AND BETWEEN
CONWAY HOSPITAL, INC.
AND
HORRY COUNTY, SOUTH CAROLINA**

April _____, 2021

**Prepared by:
Franklin G. Daniels, J.D., LL.M.
Nicole Scott, Esquire
Nexsen Pruet, LLC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577**

**BY AND BETWEEN
CONWAY HOSPITAL, INC.
AND
HORRY COUNTY, SOUTH CAROLINA**

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EXHIBITS

Exhibit A: Legal Description

Exhibit B: Compiled Map

Exhibit C: Development Phasing Schedule

Exhibit D: Development Agreement Ordinance

Exhibit E: Horry County Zoning Ordinance

Exhibit F: Area Map

Exhibit G: Form of Partial Assignment and Assumption of Rights and Obligations under Development Agreement

Exhibit H: Conservation Easement Terms

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
CONWAY HOSPITAL, INC.
AND
HORRY COUNTY, SOUTH CAROLINA**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto and incorporated by reference herein, this "Agreement") is entered into effective as of the ____ day of _____, 2021 (the "Effective Date"), by and between Conway Hospital, Inc., a South Carolina non-profit corporation ("Developer"), and Horry County, a political subdivision of the State of South Carolina (the "County").

RECITALS

WHEREAS, the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act; and

WHEREAS, on _____, 2021, Horry County Council ("County Council") adopted Ordinance No. 17-21, thereby amending the zoning map for Horry County, South Carolina, to rezone PIN 39600000001 from General Residential to Inpatient Medical Services (ME1), in compliance with the Horry County Comprehensive Plan and the good of the public welfare; and

WHEREAS, pursuant to the Act, the County conducted public hearings regarding its consideration of this Agreement on _____, 2021, and _____, 2021, after publishing and announcing notice, in accordance with the Act; and

WHEREAS, The County Council adopted Ordinance Number _____ on _____, 2021, (a) determining that this Agreement is consistent with the County's Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement, the mutual benefits to the parties, and good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) "Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

(b) "Comprehensive Plan" means the Horry County Comprehensive Plan, adopted on December 10, 2019, pursuant to S.C. Code § 6-29-510, et seq., as amended through the Effective Date.

(c) "Current Regulations" mean the Comprehensive Plan; the Horry County Zoning Ordinance, adopted on _____, as amended through the Effective Date, attached hereto as Exhibit E and incorporated herein by reference; the Official Zoning Map; and all other applicable County ordinances, all as amended through the Effective Date hereof.

(d) "Developer" means Conway Hospital, Inc., a South Carolina non-profit corporation existing under the laws of South Carolina together with all subsidiaries thereof and other entities, which have an equitable interest, on the date of execution hereof in any of the Real Property described in Section 5 by way of that certain Purchase and Sale Agreement by and between Developer and Landbank Fund VII, LLC, a South Carolina limited liability company, dated August 18, 2020, as amended, and includes their successors in interest, successors in title (as to any portion of the Real Property) and/or assigns by virtue of assignment or other instrument

compliant with this Agreement. When used herein with reference to a specific property within the Property or other portion of the Property, Developer shall mean and refer to that specific person or entity that has legal title to such portion of the Property. This definition of Developer shall not be understood to impose obligations, burdens, or liabilities on any of the particular persons or entities who qualify as the Developer for portions of the Property not legally tied to them. There are no other legal or equitable owners of the Real Property.

(e) “Development” means the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the parties to include all uses of, activities upon or changes to the Real Property as are authorized by this Agreement.

“Development,” as designated in a land or development permit, includes the planning for, and all other activity customarily associated with it, unless otherwise specified. When appropriate to the context, “Development” refers to the planning for, or the act of developing, or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) “Development Agreement Ordinance” means Horry County Ordinance No. _____, adopted on the ____ day of _____, 2021, approving this Agreement and attached hereto as Exhibit D and incorporated herein by reference.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of the County having the effect of permitting the Development or use of property.

(i) “Development Phasing Schedule” means the schedule of proposed Development of the Real Property as shown on Exhibit C, attached hereto and incorporated by reference herein.

(j) “Development Rights” means all rights to the use and Development of the Real Property derived from this Agreement and Development Plan.

(k) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(l) “Land Development Regulations” means ordinances and regulations enacted by the County for the regulation of any aspect of Development and includes, but is not limited to, County zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the Development or use of property.

(m) “Law” means all statutes, ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the State and/or the County affecting the Development of property, and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

(n) “Material Breach” means a failure to meet the material obligations set forth in Sections 11(a), 12(e), 12(f), and 13(a) hereof.

(o) “Official Zoning Map” means the County’s Official Zoning Map.

(p) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B.

(q) “Real Property” is the real property referred to in Section 4 and includes any improvements or structures customarily regarded as part of real property.

(r) “Term” shall have the meaning set forth in Section 15 of this Agreement.

2. Parties. Parties to this Agreement are the Developer and the County.

3. Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

4. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A compiled plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately one hundred forty-four and eleven hundredths (144.11) acres of highland and approximately two hundred thirteen and eighty-eight hundredths (213.88) acres of wetlands, with a total gross acreage of approximately three hundred fifty-seven and ninety-seven hundredths (357.97) acres.

5. Intent of the Parties. The County and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Developer, its successors in title and/or assigns. The

County and the Developer are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, §§ 6-31-10, et seq. To that end, the parties agree to work cooperatively and in good faith to accomplish the purposes of this Agreement during the Term of this Agreement.

6. Consistency with the County's Comprehensive Plan and Land Development Regulations.

This Agreement is consistent with the County's Comprehensive Plan and Current Regulations. Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered *in pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of S.C. Code § 6-31-80, the standards set forth in the Current Regulations shall govern.

7. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 8(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code §§ 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in S.C. Code § 6-31-145.

8. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by S.C. Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations.

(b) Subsequent Regulations. Subject to the provisions of S.C. Code § 6-31-140, the laws applicable to Development of the Real Property are those in force as of the Effective Date of this Agreement. The County may enact subsequent regulations only as provided in S.C. Code § 6-31-80 or with the consent of Developer.

(c) Vested Rights. The benefits that inure to the Developer under this Agreement shall, commencing on the Effective Date of this Agreement and during the Term of this Agreement, constitute vested Development Rights for the Development of the Real Property, and the Developer shall have the vested right to undertake Development of the Real Property, or any portion thereof, in accordance with the Development Rights and consistent with the terms of this Agreement and the Current Regulations, during the Term of this Agreement. The parties acknowledge and agree that as of the Effective Date of this Agreement, the Developer has a legal interest in the Real Property and is vested with all Development Rights arising out of this Agreement.

Section 8(b) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may be available or may become available pursuant to common law and otherwise in the absence of a development agreement.

9. Building Codes and Laws Other Than Land Use Regulations. The Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing, gas and energy codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, gas and energy codes subsequently adopted by the County or other governmental entity, as authorized by

Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(b).

10. Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

- (a) Horry County Permits.
 - (i) Clearing and grading;
 - (ii) Stormwater;
 - (iii) Water and Sewer;
 - (iv) Planning and Zoning plan approval;
 - (v) Road encroachment permits;
 - (vi) Building permits; and
 - (vii) Sign permits.
- (b) State of South Carolina Permits and Approvals.
 - (i) SCDHEC – water and sewer;
 - (ii) OCRM – stormwater; and
 - (iii) OCRM – erosion and sediment control.
- (c) Federal Permit.
 - (i) EPA-NPDES – stormwater permit.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

11. Zoning and Land Development Regulations.

(a) Densities, building intensities and heights. The Current Regulations establish the zoning and land development regulations for the Real Property, as well as the Development uses permitted on the Real Property, population densities, and building intensities and heights. Specifically, the Developer is authorized to develop a medical campus as permitted under the provisions under the Inpatient Medical Services District (ME1) zoning classification. Notwithstanding anything in the Current Regulations, Developer agrees that it will not construct a helipad as permitted under the Current Regulations and County agrees that helicopters may be utilized during declared local, state, and national emergencies. In addition, Developer agrees to limit the height of any buildings in “Area 1”, as defined below, to eighty (80’) feet.

Developer will use its reasonable commercial efforts to establish the medical campus in the area on the highland property designated as “Area 2” on the attached Exhibit F, which is incorporated herein by reference. In the event that that the Developer is unable to develop the medical campus on “Area 2” for reasons outside of its control, Developer has the right to develop the medical campus on “Area 1”. Should the medical campus be established on “Area 2”, Developer may utilize the eastern portion of “Area 1” for any use permitted in the ME1 zoning district, with the exception of a hospital and with a height limit of eighty (80’) feet as previously stated above.

In the event that the Developer is unable to acquire the required Certificate of Need, defined below, or any appeal regarding the Certificate of Need does not end favorably for Developer thus resulting in it not having the necessary and required Certificate of Need for the proposed Project, the County agrees to terminate this Agreement upon written notification of same, and agrees to

work in good faith and make reasonable efforts to rezone Areas 1 and 2 to the General Residential (GR) zoning district.

That portion of the Real Property designated as “Area 3” and “Area 4” on the attached Exhibit F shall be developed in accordance with the provisions of Sections 12(e) and 12(f).

Any future amendment by the County Council of the Comprehensive Plan shall not constitute or require an amendment of this Agreement. Any and all Development authorized by this Agreement shall be deemed consistent with the Comprehensive Plan.

(b) Restrictive Covenants. The Developer may establish restrictive covenants on all or portions of the Real Property, which may, provide at the sole discretion of the Developer, for the dedication of portions or all of the Real Property to an association of owners or any association or sub-association of owners for maintenance and management obligations or other functions, including the payment of fees, subject to the provisions of this Agreement. The recording of a restrictive covenant, conservation easement or similar instrument against all or any portion of the Real Property shall not require or constitute an amendment of the Development Plan or this Agreement, unless it constitutes a material change under the Current Regulations, is less restrictive than this Agreement or the Current Regulations, or triggers a requirement for an amendment.

12. Facilities and Services. Although the nature of this long-term project prevents the Developer from providing exact completion dates, the general phases of Development are set forth in Section 14 and described in Exhibit C. The Developer certifies that the services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein. The Developer shall comply with applicable Laws and all provisions of this Agreement, and obtain prior approval of construction plans by the County and other applicable governmental entities before installing the

Facilities. Notwithstanding any provision herein to the contrary, the Developer hereby assures the County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. The Developer or a third party shall at its expense develop and provide roads, streets, and other transportation and drainage related facilities and infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations. Such facilities may be transferred by the Developer, in fee or by easement, subject to proper dedication and acceptance by the South Carolina Department of Transportation (“SCDOT”) or the County, or a property owners association. Rights-of-way and easements may also remain privately owned and maintained.

(b) Potable Water. Subject to approval by the South Carolina Department of Health and Environment Control (“DHEC”), the service and Facilities for water shall be provided by the Grand Strand Water and Sewer Authority (the “Authority”). The Developer, in its sole discretion and as permitted by DHEC, may utilize private water systems.

(c) Sanitary Sewer Facilities and Service. Subject to approval by the DHEC, the service and facilities for sanitary sewer for the Project shall be provided by the Authority. Sewer impact fees shall be paid in the normal course of the development process. The Developer, in its sole discretion and as permitted by DHEC, may utilize private sewer systems.

(d) Stormwater. Developer will comply with all stormwater and flood control ordinances, including but not limited to the Stormwater Management and Sediment Control Ordinance for Horry County, South Carolina; the Horry County Stormwater Management Design Manual, and the Horry County Flood Damage and Control Ordinance. The site design for the project shall minimize the generation of stormwater and maximize pervious areas, and stormwater management facilities shall be designed to reduce the 25-year, 24-hour developed peak discharge

rates by twenty percent (20%) from the exiting peak discharge rates. In addition, the 100-year, 24-hour post-development peak discharge rates must not be greater than the pre-development peak discharge rates.

(e) Conveyance of Property for County Facilities. Developer shall convey to County that portion of the Property designated as “Area 3” on the attached Exhibit F, for use as a lay down area, coroner’s office and other uses ancillary to a coroner’s office. The deed conveying said property shall provide that in the event the property is not utilized for County operations within five (5) years of conveyance, it shall revert back to the Developer.

(f) Conveyance of Property for Mitigation Bank or Conservation. Developer shall convey to the County that portion of the Property designated as “Area 4” on the attached Exhibit F for inclusion in the proposed County mitigation bank. In the event the County does not wish to utilize the property for the mitigation bank, the Developer agrees to convey a permanent conservation easement either to the County or to a land trust that is accredited with the Land Trust Accreditation Committee and will be utilized as a buffer from any adjacent development. The easement shall contain, at a minimum, those terms set forth on Exhibit H, which is attached hereto and incorporated herein by reference.

(g) Developer agrees to cooperate with the South Carolina Department of Natural Resources (“SCDNR”) to address matters related to the prescribed burning and other environmental matters related to the Lewis Ocean Bay Heritage Preserve.

13. Transportation.

(a) Primary access and main entry to the Project shall be from International Drive. The County will work with SCDNR staff to relocate the eastern drop gate on International Drive to a location approximately ____ feet west of the current location and agrees to amend its easement

agreement with SCDNR and any other applicable parties prescribing the location of the gate. Developer shall pay the County for all costs associated with the relocation of the drop gate. Prior to the relocation of the drop gate and the initiation of site preparation or construction on the Property, Developer shall, at its own cost, permanently install a digital speed limit sign at an appropriate location to the east of the eastern-most frontage of the Lewis Ocean Bay Heritage Preserve on International Drive. The County will operate the digital speed limit sign so that at any time the drop gates are down, the speed limit from the sign to the drop gate shall be no greater than 10 mph.

(b) Road Infrastructure. The Developer shall pay for and construct all road, street, thoroughfare, and other transportation and drainage related infrastructure and improvements within the Real Property. Any roads whose standards are dictated by federal, state or county standards shall be constructed according to the respective standards and pursuant to the applicable federal, state or county processes.

(c) Acceptance of Facilities. The road improvements located with the Real Property described above may be made public upon proper dedication to and acceptance by the County.

14. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the receipt of the required Certificate of Need from the South Carolina Department of Health and Environmental Control (the “Certificate of Need”) for the Project.

(b) Development Phasing Schedule. The parties acknowledge that the Developer intends to develop the Real Property in phases. In accordance with the Act, the Developer shall develop the Real Property in a manner consistent with the Development Phasing Schedule as is set forth in Exhibit C hereto. As the timing of the Development is affected by many factors, including

but not limited to the receipt of the Certificate of Need, it is difficult to accurately project the timing and scope of the Project. As such and using the most reliable information as of the Effective Date, the Developer and County agree upon the Development Phasing Schedule, which shall be updated annually during the periodic review required by the Act. A delay in the Development of the Project does not constitute a Material Breach unless County Council makes a finding that the Developer is not substantially and diligently pursuing Development or the Certificate of Need.

(c) Completion Date. The Developer projects that within five (5) years of the required Certificate of Need or 2036, whichever is earlier, the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses).

15. Term of the Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date; provided, however, that this Agreement shall automatically extend for two (2) five-year terms provided that Developer is making commercially reasonable efforts to develop the Project, including the diligent pursuit of the required Certificate of Need, and there is no Material Breach of this Agreement by Developer.

16. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80 and Section 18 below, this Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in writing or by their successors in interest. Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, et seq. A major modification of this Agreement shall occur only after public notice and a public hearing by the County pursuant to S.C. Code Section 6-31-60(B).

17. Modifying or Suspending the Agreement. Pursuant to S.C. Code Ann. § 6-31-130, in the event state or federal laws or regulations prevent or preclude compliance with one or more

provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

18. Periodic Review. Pursuant to S.C. Code Ann. § 6-31-90, the County shall review the Project and this Agreement at least once every twelve (12) months, at which time the Developer shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Developer has committed a Material Breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time of not less than thirty (30) days in which to cure or initiate a process or plan to cure the Material Breach. If the Developer has initiated a process or plan to cure the breach within thirty (30) days of notice of the breach, is using good faith efforts to cure the breach, and requires additional time to cure, the Developer shall request an extension in writing, and County shall not unreasonably condition or deny the request.

If the Developer fails to cure any Material Breach, then the County Council may unilaterally terminate or modify this entire Agreement. If a Developer fails to cure any non-Material Breach as to any portion of the Real Property within a commercially reasonable time, then the County Council may unilaterally terminate or modify this Agreement with respect to only that portion of the Real Property for which the non-Material Breach occurred.

19. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, section or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

20. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the parties' intentions. In return for the respective rights, benefits and burdens undertaken by the parties, the Developer shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

The parties hereto agree to cooperate with each other and work in good faith to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under this Agreement.

21. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, and the Fifteenth Judicial Circuit shall be the proper venue for any disputes.

22. Remedies. In addition to the remedies found in Sections 16 and 18 above, each party recognizes that the other party would suffer irreparable harm from an uncured Material Breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the parties agree that any non-breaching party who seeks enforcement of this Agreement is entitled to all remedies available at law and equity, including, but not limited to, actual damages; however, the parties agree that neither party is entitled to punitive damages. The County will look solely to the Developer as to any claims the County may have against the Developer under this Agreement; hereby waives any right to assert any claims against the shareholders, employees or agents of the Developer; and further agrees that no shareholder, employee, or agent of the Developer has any personal liability under this Agreement.

23. Recording. Within fourteen (14) days after execution of this Agreement by both parties, the Developer shall record this Agreement in the office of the Horry County Register of Deeds.

The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.

24. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities that are not parties or successors and assigns to this Agreement.

25. County Approval of Agreement. The County Council has approved the Project under the process set forth in S.C. Code § 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

26. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Developer shall be released of any further liability or obligation with respect to the obligations.

(b) Transfer of Project. The Developer shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Transfer of Facility and Service Obligations. Simultaneous with the Developer conveying any portion of the Real Property to a third party, the Developer shall be required to obtain a written agreement in substantially the same form as Exhibit G,

attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Developer shall notify the County within thirty (30) days after the conveyance of the property, provide the County the applicable documents assigning the development obligations to the transferee and record the same in the office of the Horry County Register of Deeds.

(ii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the intensities/square footage set forth in Section 11A herein to third party developers shall, by written agreement in substantially the same form as Exhibit G, designate the permitted uses and the intensities/densities being transferred. The Developer shall notify the County within thirty (30) days of the conveyance of the property, provide the County the applicable documents assigning the development rights to the transferee and record the same in the office of the Horry County Register of Deeds.

(iii) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser.

(c) Release of Developer. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, Conway Hospital Inc. shall be released from all obligations as to the portion of Real Property so transferred, and the transferee shall be substituted as the Developer under this Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Developer to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement of which the County has actual knowledge, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the Certificate. If the County is unable to confirm the statements in said Certificate are truthful and complete, County will notify the Developer in writing and will not be required to sign said Certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof.

If the County does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be

recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the County as of its date. Such notice shall have the same effect as a Certificate issued by the County under this Section.

27. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit B attached hereto. The agreements contained herein shall be deemed to run with the Real Property. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

(b) Pre-Existing Allowed Uses. All uses existing as of the Effective Date of this Agreement, including but not limited to commercial forestry and timbering, agricultural, sand or soil mining, wildlife management, hunt clubs, and wetland mitigation bank operations, including all practices, land uses, and improvements customarily associated with such operations, shall continue to be allowed uses. Any subdivision of a portion of the Real Property used or planned to be used for any of the uses listed in the preceding sentence may be an exempt land development as provided by State law. Nothing herein shall be construed to abrogate any rights of the Developer that may have accrued or vested as of the Effective Date or at any time during the Term of this Agreement pursuant to the Act, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, codified in Chapter 29 of Title 6 of South Carolina Code of Laws, Section 48-23-205 of South Carolina Code of Laws, or pursuant to common law.

(c) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety

and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(d) Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement; whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's members, officers, directors, employees, agents, attorneys, and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's members, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(e) State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be

deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

(f) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 16 herein.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

(h) Attorneys Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, each Party shall be responsible for its attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

(i) Annexation. The parties acknowledge and agree that should any part of the Property be annexed into another jurisdiction or incorporated as a new jurisdiction, the provisions of S.C. Code of Laws Ann. § 6-31-110 shall apply.

(j) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Horry County Administrator
P.O. Box 1236
Conway, SC 29528
Attn: Steve Gosnell
Telephone: 843-915-5020
E-mail: gosnells@HorryCounty.org

With copies to:

Horry County Attorney
P.O. Box 1236
Conway, SC 29528
Attn: Arrigo Carotti
Telephone: 843-915-5270
E-mail: carottia@HorryCounty.org

To the Developer:

Conway Hospital, Inc.
Attn: Bret Barr
Chief Executive Officer
300 Singleton Ridge Road
Conway, SC 29256
Telephone: 843-347-8114
Email: bbarr@cmc-sc.com

With copy to:

Franklin Daniels, Esquire
Nexsen Pruet, LLC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
Telephone: 843-213-5403
Email: fdaniels@nexsenpruet.com

(k) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence

of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

Witness:

HORRY COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____
Clerk of Council

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF HORRY)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the Horry County, South Carolina, by _____, its _____ and _____, its Clerk of Council, personally appeared before me this ____ day of _____, 2021, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Witness:

CONWAY HOSPITAL, INC.

By: _____

Bret Barr

Its: Chief Executive Officer

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF HORRY)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that Bret Barr, Chief Executive Officer of Conway Hospital, Inc., personally appeared before me this ____ day of _____, 2021, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

All and Singular, all that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina and containing 377.897 acres, more or less, as further shown and identified as 377.897 acres on a map entitled "Boundary Survey of Tract 20, Carolina Forest Containing 377.897 Acres in Dogwood Neck Township, Horry County, South Carolina" prepared for International Paper Realty Corporation by Survey Technology, Inc. on October 25, 2002, and recorded in Plat Book 186 at Page 166, in the office of the Register of Deeds for Horry County, South Carolina, on the 15th day of November, 2002, reference to which is made a part of this description.

LESS AND EXCEPTING, HOWEVER, FROM THE PARENT TRACT OF 377.897 ACRES THE FOLLOWING PARCELS:

1. All that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, containing 4.35 acres as more fully described in that certain Deed from LandBank Fund VII, LLC to Grand Strand Water & Sewer Authority recorded December 11, 2020 in Deed Book 4370 at Page 2828, in the Office of the Register of Deeds for Horry County, South Carolina.
2. All that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, containing 0.242 of an acre, more or less, as more fully described in that certain Deed from LandBank Fund VII, LLC to South Carolina Public Service Authority recorded August 20, 2013 in Deed Book 3678 at Page 1447, in the Office of the Register of Deeds for Horry County, South Carolina.
3. All that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, containing 3.72 acres, as more fully described in that certain Deed from LandBank Fund VII, LLC to Horry County recorded July 19, 2012 in Deed Book 3596 at Page 2446, in the Office of the Register of Deeds for Horry County, South Carolina.
4. All that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, containing 1.296 acres, more or less, as more fully described in that certain Deed from LandBank Fund VII, LLC to South Carolina Public Service Authority recorded December 9, 2011 in Deed Book 3556 at Page 442, in the Office of the Register of Deeds for Horry County, South Carolina.
5. All that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, containing 13.789 acres, as more fully described in that certain Deed from LandBank Fund VII, LLC to South Carolina Public Service Authority recorded March 9, 2009 in Deed Book 3390 at Page 628, in the Office of the Register of Deeds for Horry County, South Carolina.

TMS# 153-00-01-007
PIN# 396-00-00-0001

EXHIBIT B

COMPILED MAP



EXHIBIT C

DEVELOPMENT PHASING SCHEDULE

Projected Carolina Forest Hospital Campus Development Schedule

Activity	Expected Duration
Certificate of Need Approval	N/A
Area 2 Site Development	Approximately 6 months*
Area 1 Access Road Development	Approximately 8 months*
Hospital Completion	Approximately 30 months*
Area 1 Site Development for Future Building Construction	Approximately 5 years*
Area 1 First Building Construction Completion	Approximately 7 years*
Area 1 Final Build-Out	Approximately 20 years*

*** All durations are from Certificate of Need approval.**

EXHIBIT D
DEVELOPMENT AGREEMENT ORDINANCE

[TO BE INSERTED]

EXHIBIT E
ZONING ORDINANCE

[TO BE INSERTED]

EXHIBIT G

**FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND
OBLIGATIONS UNDER DEVELOPMENT AGREEMENT**

STATE OF SOUTH CAROLINA)	ASSUMPTION OF RIGHTS AND
)	OBLIGATIONS UNDER
COUNTY OF HORRY)	DEVELOPMENT AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** ("Partial Assignment and Assumption") is dated as of this ____ day of _____, ____, by and between Conway Hospital Inc, a South Carolina limited liability corporation ("Assignor") and _____ ("Assignee").

R E C I T A L S:

WHEREAS, on or about _____, 2021, Assignor entered into that certain Conway Medical Center Development Agreement ("Agreement") with Horry County, South Carolina (the "County"), incident to the future development of approximately three hundred fifty-four and fifty-one hundredths (354.51) acres of real property, as further described on Exhibit "A" attached hereto (the "Property"), which Agreement was recorded in the Office of the Register of Deeds of Horry County, South Carolina (the "ROD") in Volume ____ at Page _____; and

WHEREAS, on _____, ____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit "B" attached hereto (the "Transferred Property"), by that certain _____ deed recorded on _____, ____ in the ROD in Volume ____ at Page _____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres (as further described in Section 11(a) of the Development Agreement) (the "Allocated Rights"). Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property

in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the "Assumed Obligations") arising under the Development Agreement:

(i) _____

(ii) _____

(iii) _____

3. Default and Enforcement of Provisions. As provided in Section 23 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not to any other legal or equitable remedies, including, but not limited to, damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under section 28(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____

Telephone Number: _____

Facsimile Number: _____

e-mail: _____

With a required copy to:

Attn: _____

Telephone Number: _____

Facsimile Number: _____

e-mail: _____

To Assignor:

Conway Hospital, Inc.
300 Singleton Ridge Road
Conway, SC 29256
Attn: Bret Barr
Telephone: 843-347-8114
Email: bbarr@cmc-sc.com

With a required copy to:

Franklin Daniels, Esq.
Nexsen Pruet, LLC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
Telephone: 843-213-5403
Email: FDaniels@nexsenpruet.com

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

_____,

Witness

By: _____
Its: _____
Title: _____

Witness

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF _____

)

I, the undersigned Notary Public, do hereby certify that _____, as
_____ of _____, personally
appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due
execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2021.

Notary Public for South Carolina
My Commission expires:

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

Witness:

Conway Hospital, Inc.

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BERKELEY)

I, _____, the undersigned Notary of the Public of the
State of South Carolina, do hereby certify that _____, _____ of Conway Hospital Inc.,
personally appeared before me this ____ day of _____, _____, and
acknowledged the execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2021.

Notary Public for South Carolina
My Commission expires:

Exhibit A
Property

Exhibit B
Transferred Property

EXHIBIT H
CONSERVATION EASEMENT TERMS

COUNTY OF HORRY

STATE OF SOUTH CAROLINA

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Ordinance No. 09-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 45703010001 FROM RESIDENTIAL (MSF 10) TO NEIGHBORHOOD RETAIL SERVICES (RE 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, Horry County Council finds that the request to rezone the property from Residential (MSF 10) to Neighborhood Retail Services (RE 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 PIN 45703010001 and currently zoned Residential (MSF 10) is hereby rezoned to Neighborhood Retail Services (RE 1), 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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Diamond Shores	Rezoning Request #	2023-11-007
PIN #	457-03-01-0001	County Council District #	6- Crawford
Site Location	Intersection of Highway 707 and Grand Oak Blvd	Staff Recommendation	Approval
Property Owner	Lucille Myers	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	4.87

ZONING INFORMATION

Current Zoning	MSF 10
Proposed Zoning	RE 1
Proposed Use	Commercial
Character of the Area	Residential & Commercial

LOCATION INFORMATION

Flood Information	X
Wetland Information	0.22 acres
Utilities	Public
Fire in miles	2.4- Fire Station 20 (Career)
EMS in miles	2.4- Fire Station 20 (Career)

ADJACENT PROPERTIES

RE 3	MSF 10	MSF 10
RE 3	Subject Property	RE 2
RE 3	RE 2	MSF 10

COMMENTS

Comprehensive Plan District: Neighborhood Activity Center	Overlay/Area Plan: Hwy 707 and Burgess Community Area Plan
<p>Discussion: The applicant is requesting to rezone 4.87 acres from MSF 10 to RE 1 to allow commercial uses. The property is surrounded by residential. There is a parcel zoned RE 3 (2008-12-006) across Grand Oak Blvd, and some RE 2 across Highway 707 (2023-04-002).</p> <p>The future land use designation is Neighborhood Activity Center. The Imagine 2040 Comprehensive Plan states "Neighborhood Activity Centers are located at major intersections on arterial roadways and in close proximity to residential areas that can support commercial uses."</p> <p>Some of the allowed uses in RE 1 include retail, medical offices and clinics, banks/savings and loans, barber, beauty shops, community and personal services, fitness center, offices, bait and tackle shops, and a commercial center.</p> <p>The parcel is within the Burgess Community area plan and within a commercial node. The Burgess Community Area Plan encourages locating commercial within the commercial nodes. This parcel is subject to requirements of the Highway 707 Overlay.</p> <p>The applicant requested a deferral at the December 7, 2023 Planning Commission meeting. The applicant amended the request from RE 2 to RE 1 at the January 4, 2024 Planning Commission meeting.</p>	

Public Comment: 12/07/2023- Paul Levesque, Steven Montesno, and Jackie Alston spoke in opposition of this request. Their concerns were traffic and the use. John Richardson and Gene Sherman spoke in favor of this request. **01/04/2024-** Michelle Schneider, Thomas Pitoscia, Mike Flow, Charles Phillips, and Peter McGoldrick spoke in opposition of this request. Their concerns were the use, road maintenance, and traffic. There were 7 people from the public in opposition and 3 in favor. David Schwerd was present to address any questions and concerns.

Proposed Improvements	
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TRANSPORTATION INFORMATION

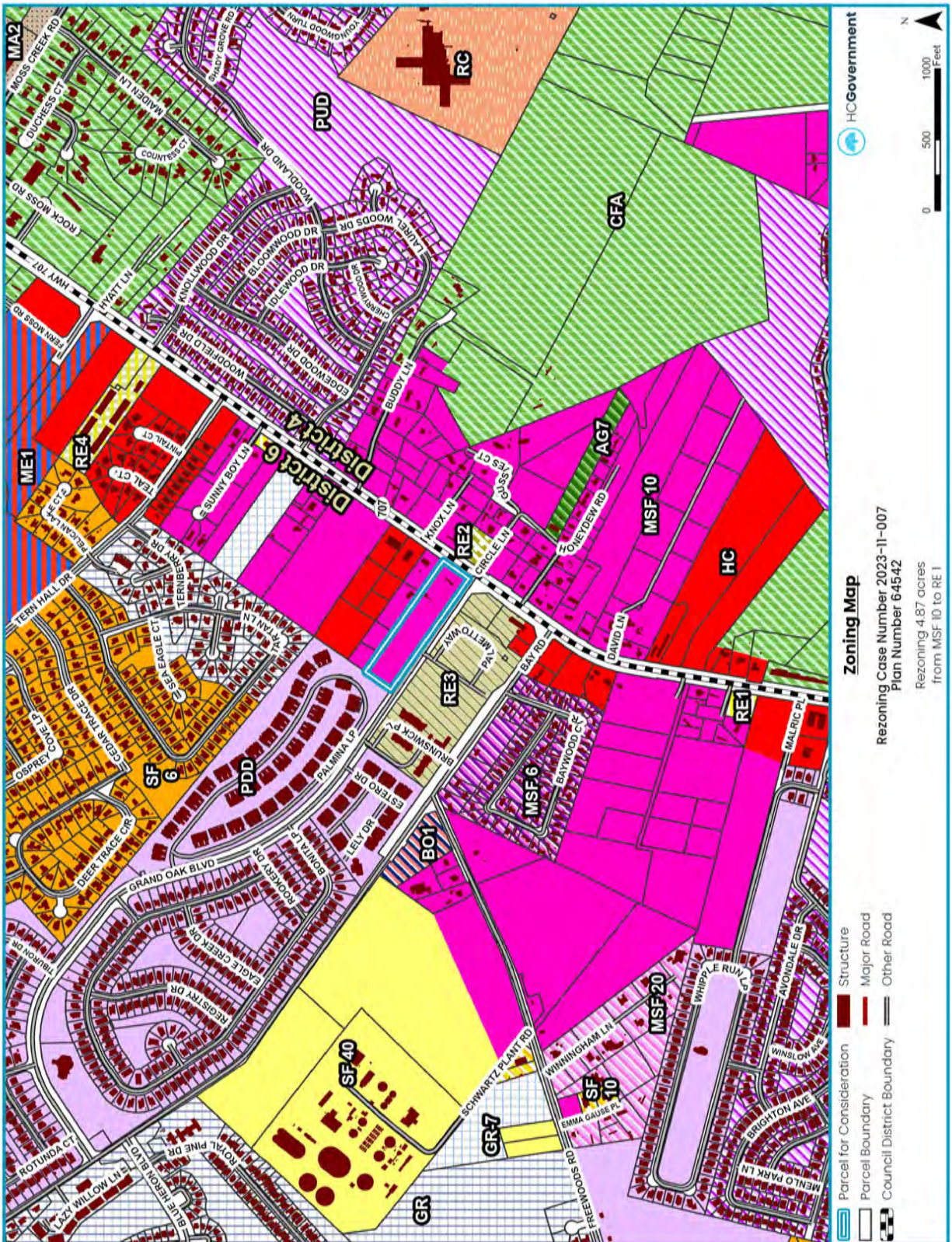
Daily Trips based on existing use / Max Daily Trips based on current zoning	16 / 168
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	2,000 / 2,000
Existing Road Conditions	HWY 707: State, Paved, Four- lane, Divided Grand Oak Blvd: County, Paved. Two-lane, divided
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (247) 20,200 AADT 55-60 %

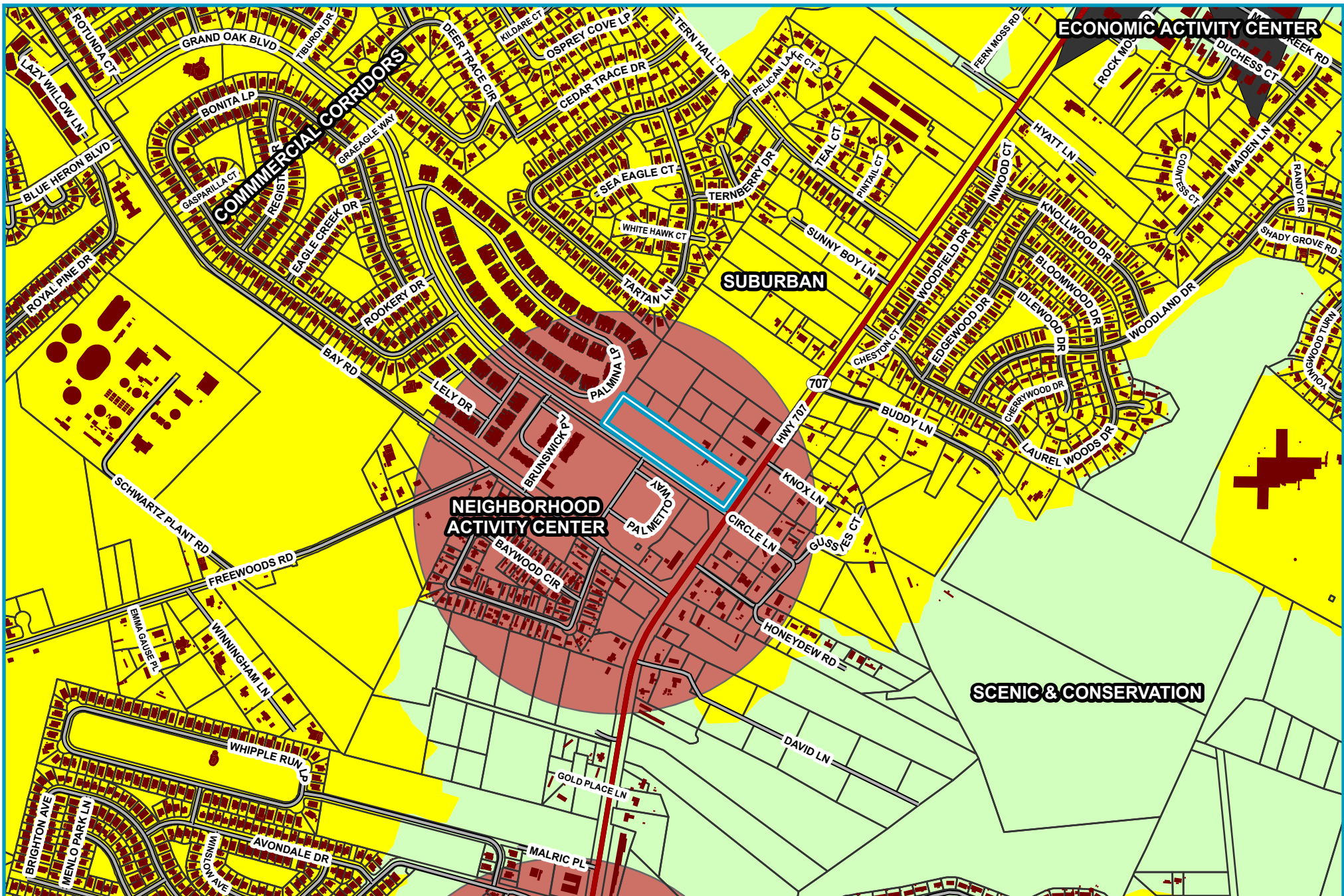
HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

	Functional Capacity	2023-2024 ADM	Percent Capacity
St James High	1,577	1,799	114%
St James Middle	985	887	90%
Burgess Elementary	714	651	91%

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
DIMENSIONAL STANDARDS	RE 1	MSF 10	MSF 10	RE 2	RE 3 (Waterleaf @ Bay Rd)	RE 3 (Commercial)
Min. Lot Size (in square feet)	10,000	10,000	10,000	10,000	43,560	10,000
Front Setback (in feet)	25	25	25	50	30	50
Side Setback (in feet)	10	10	10	10	20	10
Corner Side Setback (in feet)	15	15	15	15	30	15
Rear Setback (in feet)	15	15	15	15	25	15
Bldg. Height (in feet)	35	35	35	35	35	35

Attachment A – Rezoning Maps





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


Future Land Use Map

Rezoning Case Number 2023-11-007
Plan Number 64542

Rezoning 4.87 acres
from MSF 10 to RE 1





 Parcel for Consideration

 Major Road

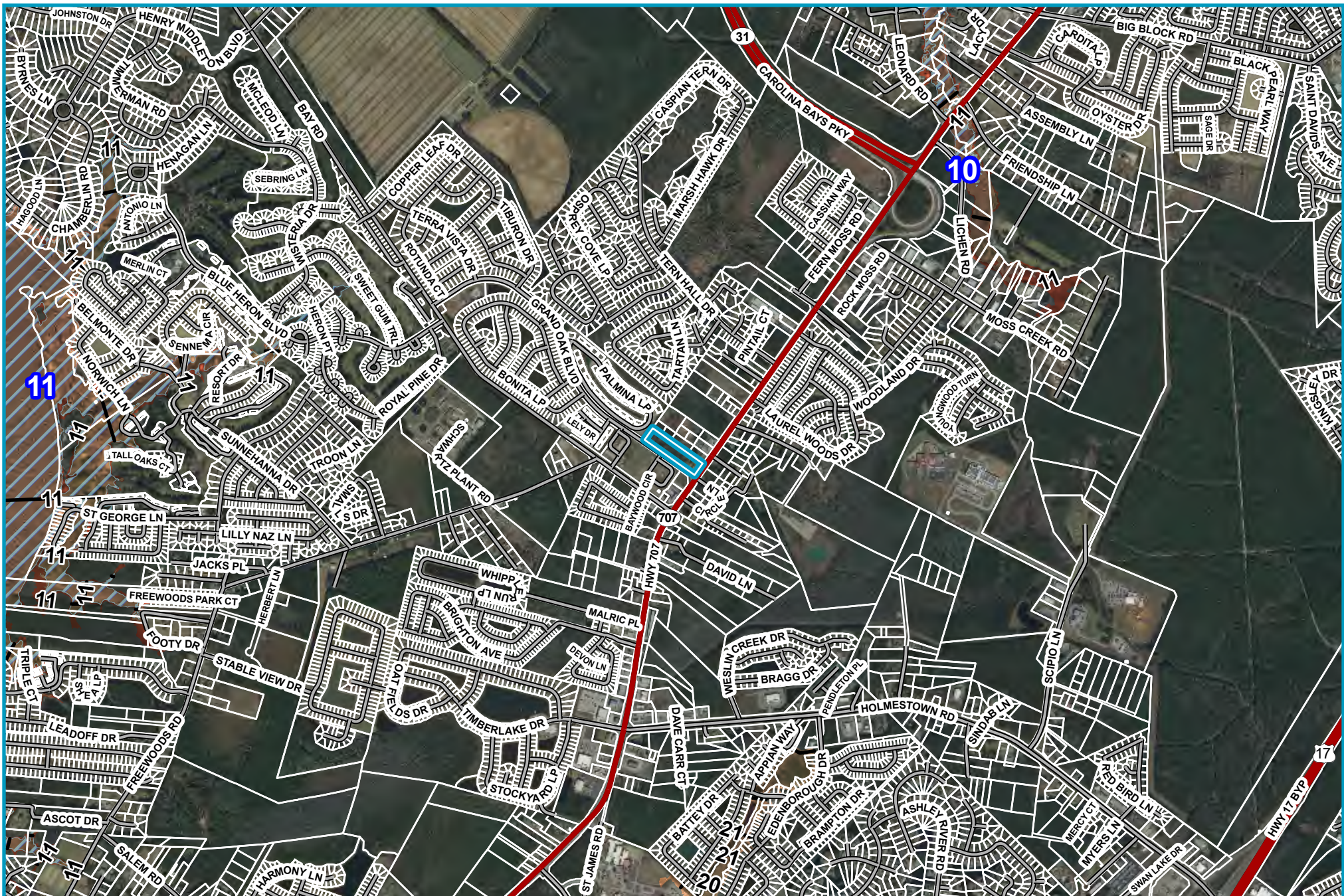
 Other Road

Aerial Map

Rezoning Case Number 2023-11-007
Plan Number 64542

Rezoning 4.87 acres
from MSF 10 to RE 1





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

Flood Map

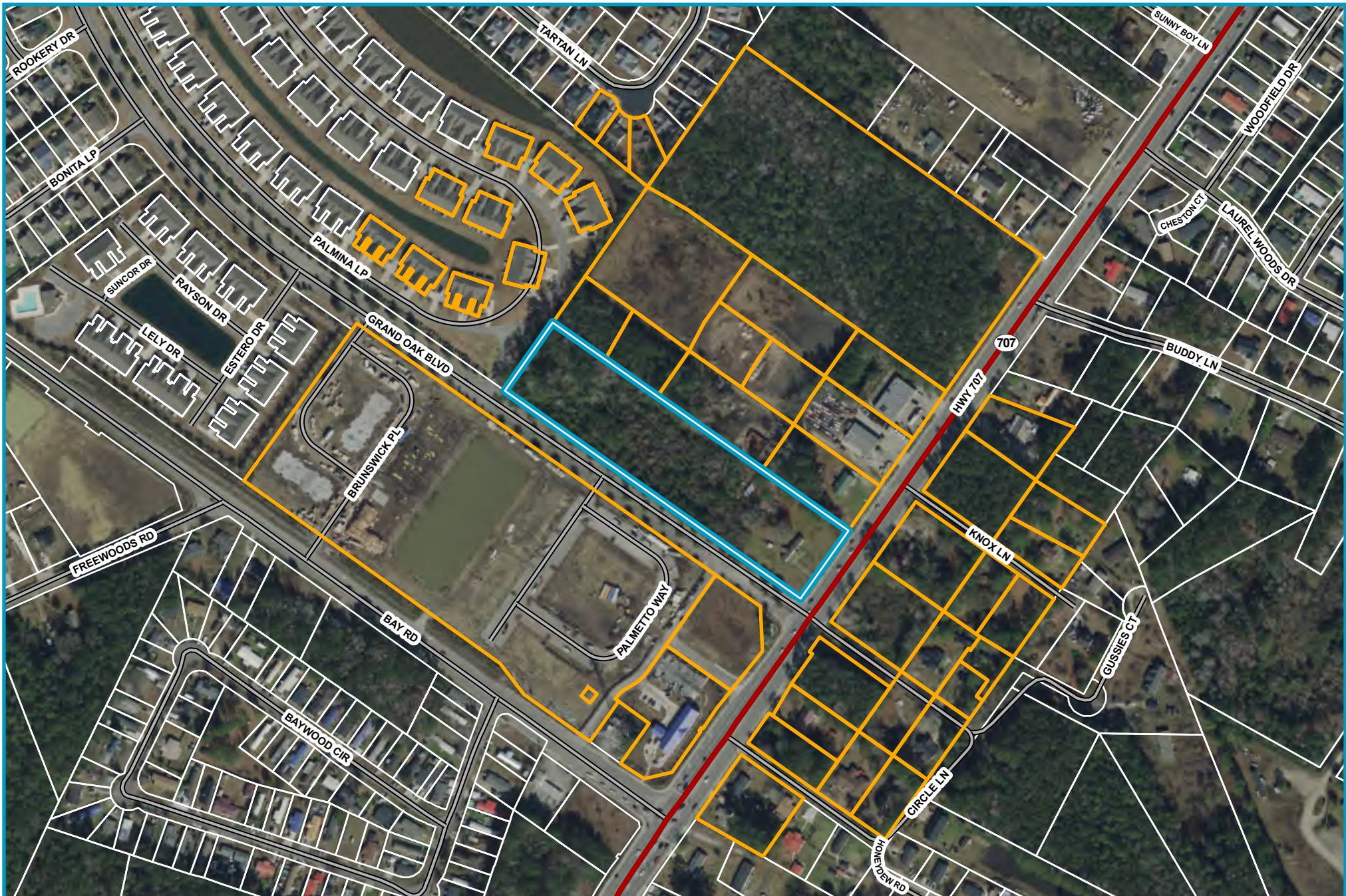
Rezoning Case Number 2023-11-007
Plan Number 64542





Rezoning 4.87 acres
from MSF 10 to RE 1



0 1000 2000 Feet





-  Parcel for Consideration
-  Public Notice
-  Major Road
-  Other Road

Public Notice Map

Rezoning Case Number 2023-11-007
Plan Number 64542

Rezoning 4.87 acres
from MSF 10 to RE 1



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

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Ordinance No. 10-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 4410000007, FROM RESORT COMMERCIAL (RC) TO PLANNED DEVELOPMENT DISTRICT (PDD)

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 amend the existing zoning 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:**

Parcels of land identified by PIN 4410000007 is hereby amended to Planned Development District (PDD) and subject to the requirements of attachments A, B, & C.

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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	DRG	Rezoning Request #	2023-11-010
PIN #	441-00-00-0007	County Council District #	4- Loftus
Site Location	Carolyn Drive in Myrtle Beach	Staff Recommendation	Approval
Property Owner	JDR Square, LLC ETAL	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.61 (portion)

ZONING INFORMATION

Current Zoning	RC
Proposed Zoning	PDD
Proposed Use	Single family residential
Character of the Area	Residential

LOCATION INFORMATION

Flood Information	Supplement, AE, & 500-year	Intercoastal Waterway	Intercoastal Waterway	Intercoastal Waterway
Wetland Information	X	RC	Subject Property	RC
Utilities	Public	PDD	PDD	SF 10
Fire in miles	2.3- Myrtle Beach Fire Station 4 (Career)			
EMS in miles	2.3- Myrtle Beach Fire Station 4 (Career)			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Mixed Use	Overlay/Area Plan: Airport Environs Overlay
---	--

Discussion: The applicant is requesting to rezone a 1.61- acre portion from RC to PDD to include it into the existing Hague Marina Village PDD to allow single-family residential. The master plan was approved for 389 single-family units and 163 multi-family units on 08-29-2023. This parcel was noted on previous PDD phasing plans to be relocated internally to the project. The applicant states that the request does not change the total number of units, therefore the existing infrastructure will be sufficient to serve the PDD with no offsite improvements.

The existing PDD was rezoned from HC, RC, and CFA (2017-12-006) in April of 2018 for a total of 1,599 units. The 1,599 units consisted of 685 multi-family units, 514 single-family units, and a 375,000 sq ft marina village with a max of 400 residential units.

The future land use designation is Mixed Use. The Imagine 2040 Comprehensive Plan states the desired development pattern is " Mixed Use areas are encouraged to be developed as large master planned developments that integrate a variety of land uses that support both local residents and our local economy. "

Public Comment: 01/04/2024- There was no public input. Robert Wilfong was present to address any 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 / 200		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	40 / 64	Socastee High	1,644	1,659	101%
Existing Road Conditions	<u>Carolyn Dr:</u> County, Paved, Two-lane	Socastee Middle	909	557	61%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (249) 27,500 AADT 75-80%	Socastee Elementary	849	803	95%

HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	RC	RC	PDD	SF 10	
Min. Lot Size (in square feet)	4,500	6,000	6,000	4,500	10,000	
Front Setback (in feet)	10	20	20	10	25	
Side Setback (in feet)	5	10	10	5	10	
Corner Side Setback (in feet)	10	15	15	10	15	
Rear Setback (in feet)	10	15	15	10	15	
Bldg. Height (in feet)	35	120	120	35	35	

ATTACHMENT A:

Summary of Hague Point Planned Development District (PDD)

ORDINANCE #

PIN# 441-00-000-007, 441-00-000-018, 441-03-020-011 & 441-70-30-0045

The Hague Marina Village project is located near the intersection of Folly Road and S.C. Hwy. 707 in Horry County, South Carolina. The project is identified as three parcels and a portion thereof PINS# 441-00-000-007, 441-00-000-018, 441-03-020-011 and 441-70-30-0045 consisting of 197.30 acres. It is the intention of this PDD to allow for a mixed-use development consisting of commercial space, multi-family units and single-family units. The development will be accessed mainly via S.C. Hwy. 707; however, secondary access may also occur via Folly Road. Open space will be provided as part of this PDD in the form of passive areas, including but not limited to ponds, greenspace and buffers, and in the form of active areas, including but not limited to amenities and parks. Recycling opportunities will be presented as curb side as opposed to a central collection facility.

1. Proposed districts, acreage, and percentage mixture in project.

Proposed districts	Max. # of units/sq.ft	Acreage	Gross Density	Percentage of Project
Commercial	80,000 sq.ft.	+/-3.66	N/A	1.86%
Multi-Family	685	+/- 13.68	12 du/ac	6.96%
Single-Family	514	+/-173.18	5 du/ac	88.14%
Marina Village	375,000 sq.ft w/ max 400 res. units	+/- 5.96		3.03%
Total	1,599 Units	196.49		100%

2. PERMITTED USES:

A. COMMERCIAL DISTRICTS

- i) All uses allowed in RE3
- ii) All uses permitted within multi-family districts
- iii) Hardware and paint stores
- iv) Hospitals, acute care and group care facilities
- v) Off street commercial parking lots
- vi) Vertical Mixed Uses of any use allowed within the district

B. SINGLE FAMILY RESIDENTIAL DISTRICTS*,**

- i) Single-family detached dwellings
- ii) Townhomes (“Fee-Simple” and “In-Common”)
- iii) Semi-detached dwellings and duplexes (“Fee-Simple” and “In-Common”)**
- iv) Patio Homes

C. MULTI-FAMILY RESIDENTIAL DISTRICTS**

- i) All uses allowed in single-family residential districts
- ii) Seniors Continued Care Retirement Communities (CCRC), Retirement Life Care Communities, Nursing Homes, and Rental Retirement Communities; customarily incidental accessory uses; including but not limited to respite care, adult day care, rehabilitation services, home health services, and clinics. Commercial services provided solely for residents, when internal to a main building
- iii) Multi-family
- iv) Hotels/motels and bed & breakfasts
- v) Timeshare Units
- vi) Quadraplex units (both “Fee-Simple” and “In-Common” lots)

D. MARINA VILLAGE *

- i) All uses allowed in single-family, multi-family and commercial districts
- ii) Marinas
- iii) Community Docks
- iv) Dry storage for boats and personal water crafts (PWC’s)
- v) Ship stores
- vi) Dock Master buildings
- vii) Outdoor boat storage (both vertical and horizontal)
- viii) Bait Shops
- ix) Boats/Kayaks/Paddle Boats/Canoe and similar type (rental) businesses
- x) Boat sales/dealers
- xi) Marine service and repair
- xii) Boutique crafts/manufacturing
- xiii) Entertainment commercial uses (indoor and outdoor)
- xiv) Vertical Mixed Uses of any use allowed within the district

E. PERMITTED USE FOOTNOTES:

**Only stick-built buildings permitted*

***A minimum of three (3) townhomes, up to a maximum of fifteen (15) townhome dwelling units per building, may be attached with common walls.*

3. Proposed Dimensional Standards.

Proposed Uses (1)	Lot Area	Min. Lot Width*	Setbacks (In Feet)				Building Separation	Height	Maximum Impervious Area
			Front	Side	Rear	Side Corner			
Single-family (4)	4,500 sf	45’	10’	5’	10’	10’	10’	35’	N/A
Semi-detached (2)	3,000 sf	30’	10’	7.5’	10’	10’	15’	35’	N/A

Duplex	6,000 sf	60'	10'	7.5'	10'	10'	15'	35'	N/A
Townhome (2)(5)	N/A	NA	20'	20'	20'	20'	10'	35'	50%
Multi-family	10,000 sf	75'	20'	20'	20'	20'	20'	55'	50%
Commercial (3)	10,000 sf	N/A	50'	10'	20'	20'	N/A	55'	80%

* Minimum lot width to be measured at the R/W. Minimum lot width on a cul-de-sac shall be twenty-five feet (25') at the R/W.

1. For the purposes of determining density for seniors retirement communities only, each of the following levels of CCRC care shall be calculated at three (3) beds equal one (1) dwelling unit: Assisted Living Beds, Alzheimer/Dementia (memory care) Beds, Acute Care Facilities, Semi-Skilled and Skilled Health Care Beds. Single-family, semi-detached, duplex, Independent Living and Congregate Living Units shall each count as one dwelling unit. Respite Care, Adult Day Care and rehabilitation care shall not be counted in determining density.
2. Side to side minimum individual-dwelling unit separation may be zero (0') feet, to allow common sidewalls, provided that buildings meet side-yard setbacks at each end of the building.
3. Commercial shopping centers or "strip malls" may have 0' side to side minimums, when lot lines are internal to differing tenants within same building.
4. Single-Family lots shall be allowed to front on collector status right of ways, but receive access from an alternative drive.
5. Maximum impervious area shall apply to the overall area of the townhouse complex as a whole, not individual lots.
6. Development within the Marina Village shall be limited to 35' in height for the first 125' feet measure from the external property boundary along Folly Rd.

4. **Open Space provided to meet requirements of Section 721.3.**

Open Space Description *	Type of Open Space			Acreage Required	Acreage Provided	Ownership	
	Common	Active	Passive			Public	Private
Common Open Space	X			18.39 ac		X	X
Recreational Open Space	X	X	X	36.78 ac			X

*Minimum required open space provided based on a pro-rata share of the density achieved during the individual site planning stages. Open Space, for any given use shall not be required to be on the same parcel as use, so long as it is provided within the PDD and reasonably accessible to the use. Open Space distribution will vary as density shifts between pods. Further, the amount of overall Open Space is a strict function of density.

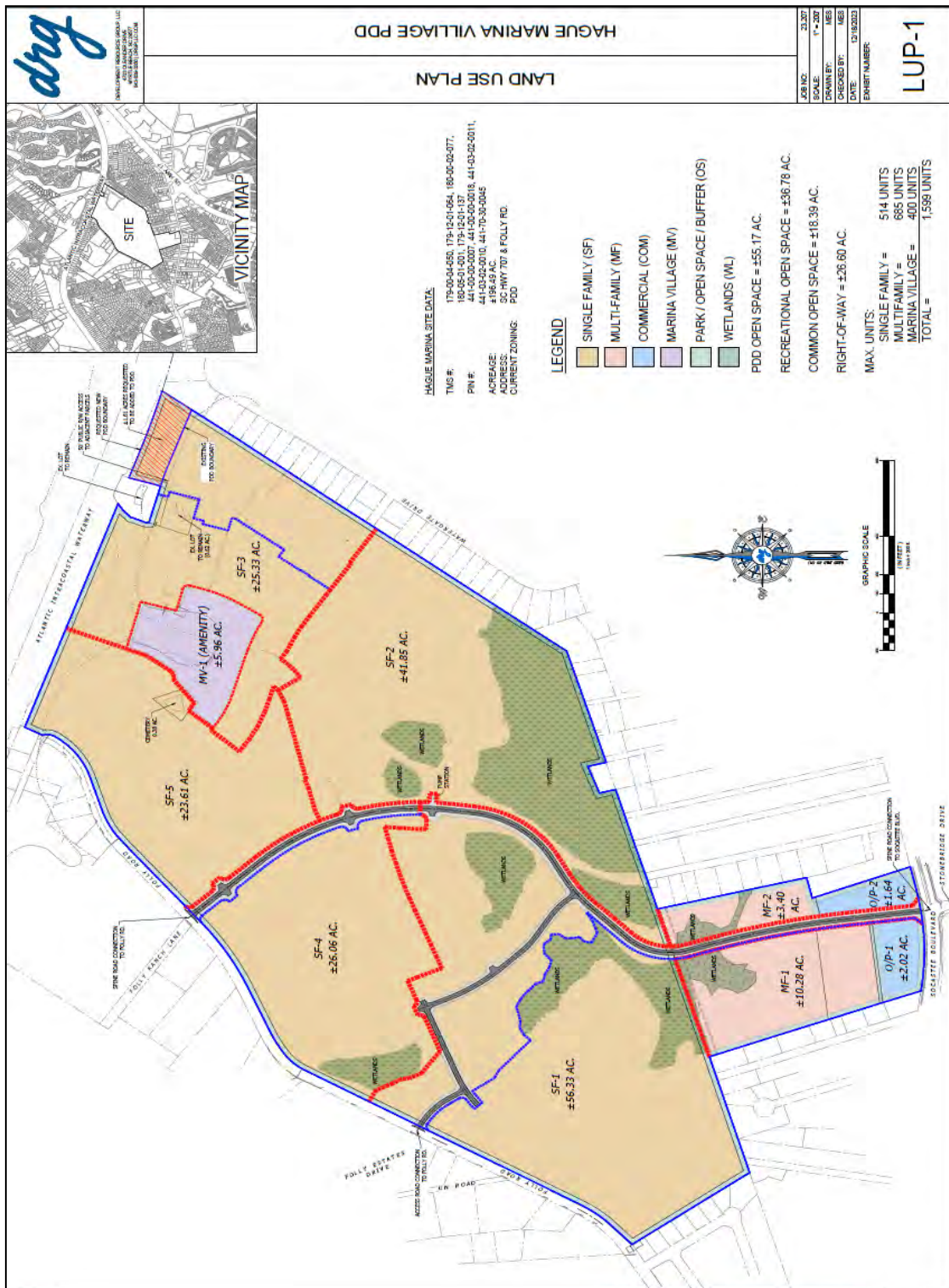
5. PDD BUFFER

- (a) All landscaping shall be in accordance with or exceed the requirements as stated in the Horry County Zoning Ordinance in the effect at the time of the PDD submittal.
- (b) A 25' PDD buffer shall be required at the perimeter of the PDD, unless noted otherwise. No parking, roads, (except for site access), utilities (except for connections), drainage swale or ditches (except existing or exempt from connections) or stormwater ponds shall be allowed within this PDD buffer. Sidewalks, development identification signage, walking paths, landscaping, berms and screen walls shall be allowed within the PDD Buffer.
- (c) Internal buffers of no less than fifteen (15) feet shall be installed between dissimilar uses and shall be vegetated in accordance with the plant material requirements enumerated in Section 527 of the Horry County Zoning Ordinance.
- (d) The external buffer width between the multi-family section indicated in Attachment A and the neighboring Watergate, shall have a minimum buffer width of twenty-five (25) feet that is internal to a Twenty (20) foot stormwater easement.

6. PEDESTRIAN PLAN

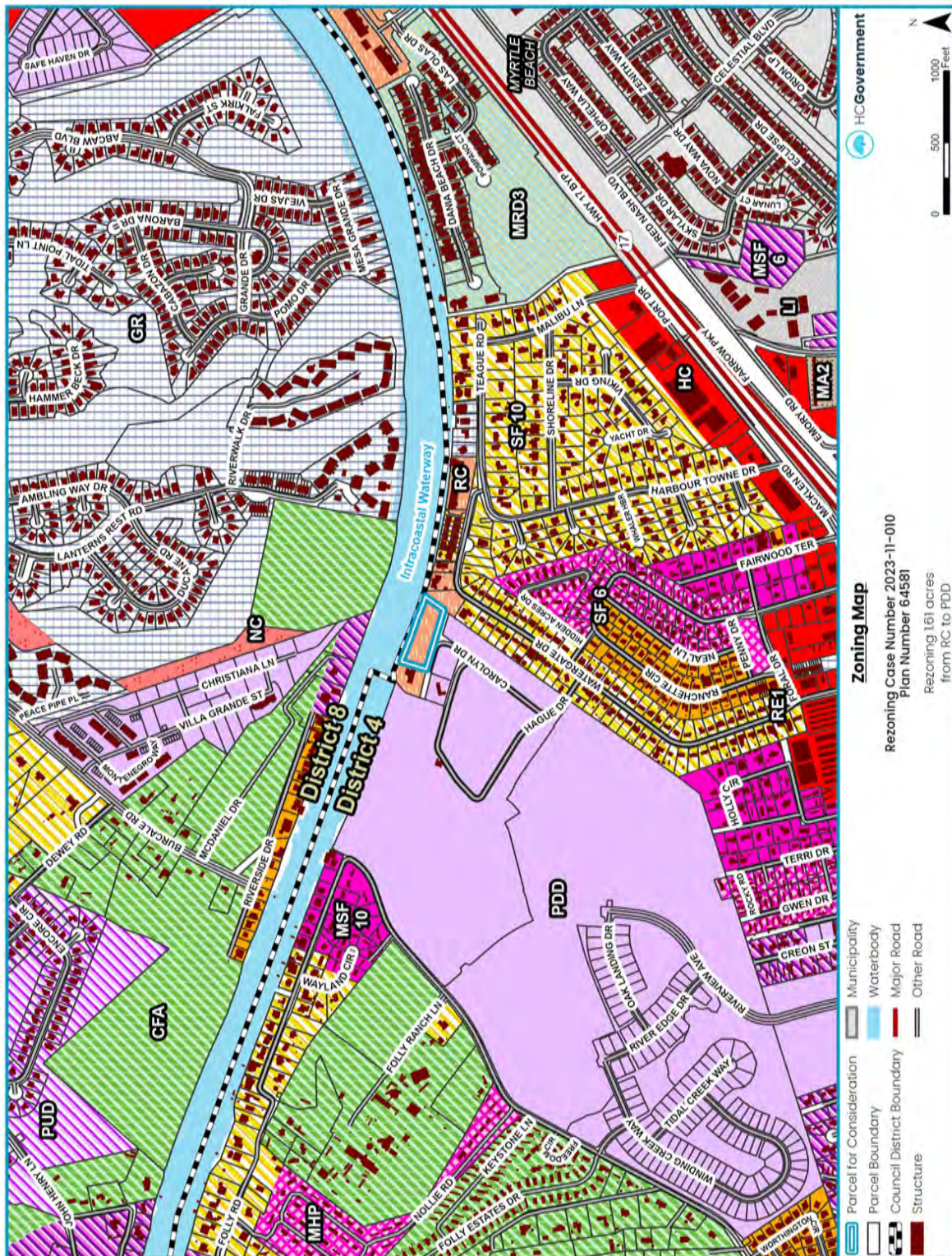
- (a) The road network depicted on the "Conceptual Plan" will have sidewalks on both sides of the road. Any additional connecting roads not depicted on the conceptual plan will have sidewalks on one side of the road to be determined based on utility design.
- (b) All Internal and External right-of-way improvements, to include internal right-of-way widths shall be in conformance with the Traffic Study provided by Stantec.
- (c) The main/spine internal right-of-way shall be required in Phase 1 of development as indicated on Exhibit B "Hauge Marina Village-Phasing Plan."

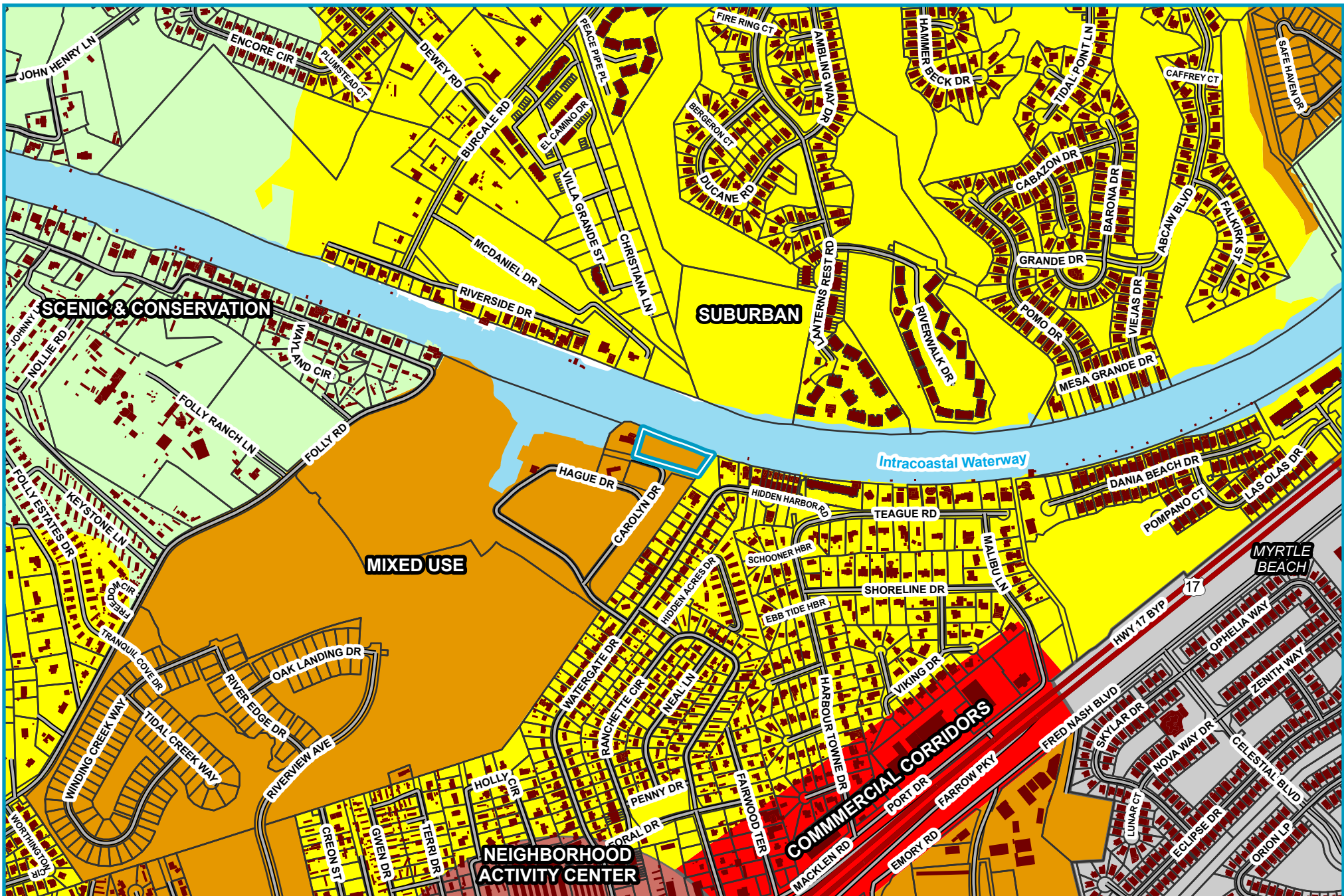
Hague Marina Village Planned Development District (PDD)



ATTACHMENT C

Hague Marina Village Planned Development District (PDD)



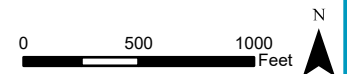


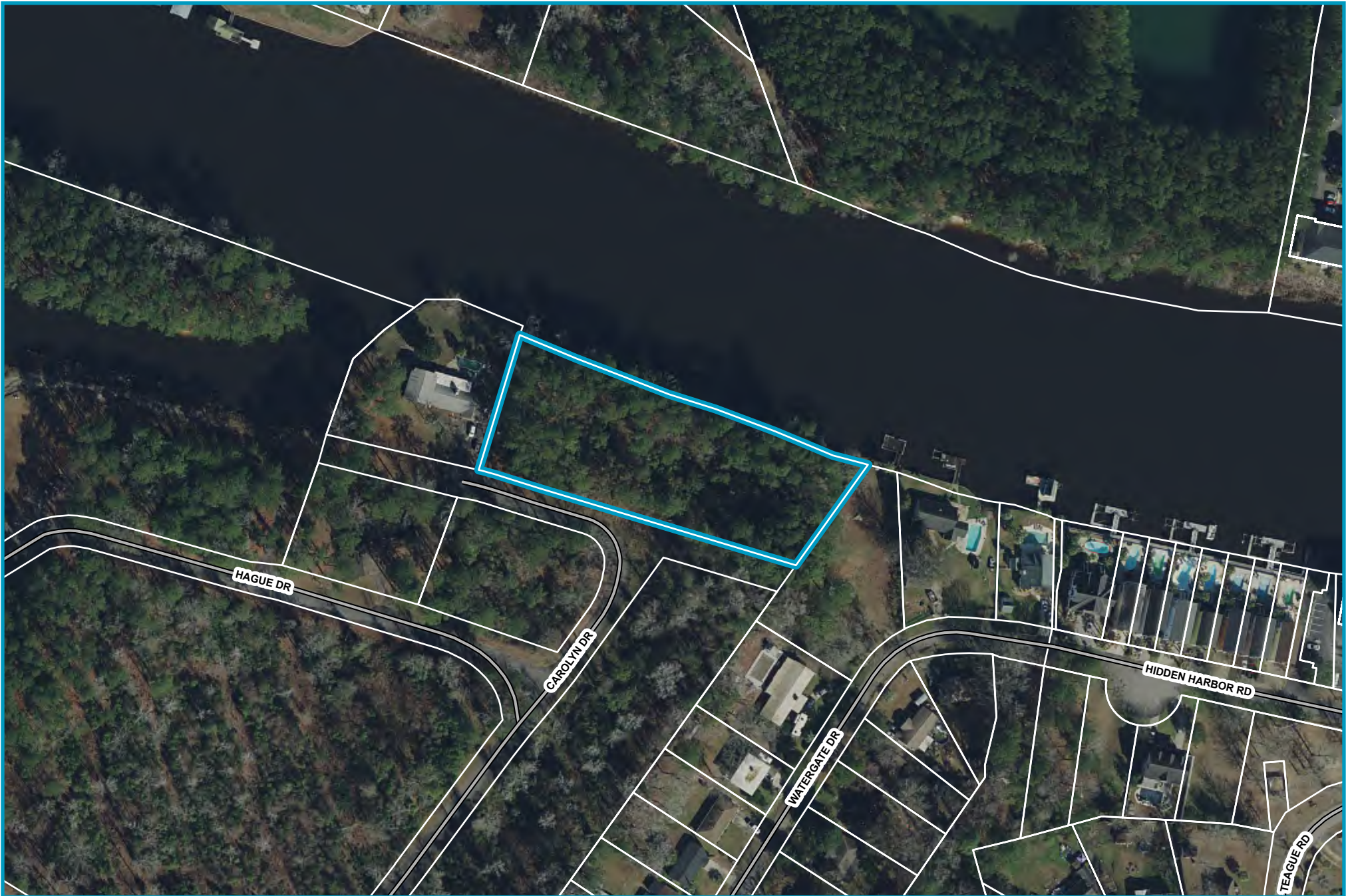
- Parcel for Consideration
- Parcel Boundary
- Structure
- Municipality
- Waterbody
- Major Road
- Other Road

Future Land Use Map

Rezoning Case Number 2023-11-010
Plan Number 64581

Rezoning 1.61 acres
from RC to PDD





Parcel for Consideration



Other Road

Aerial Map

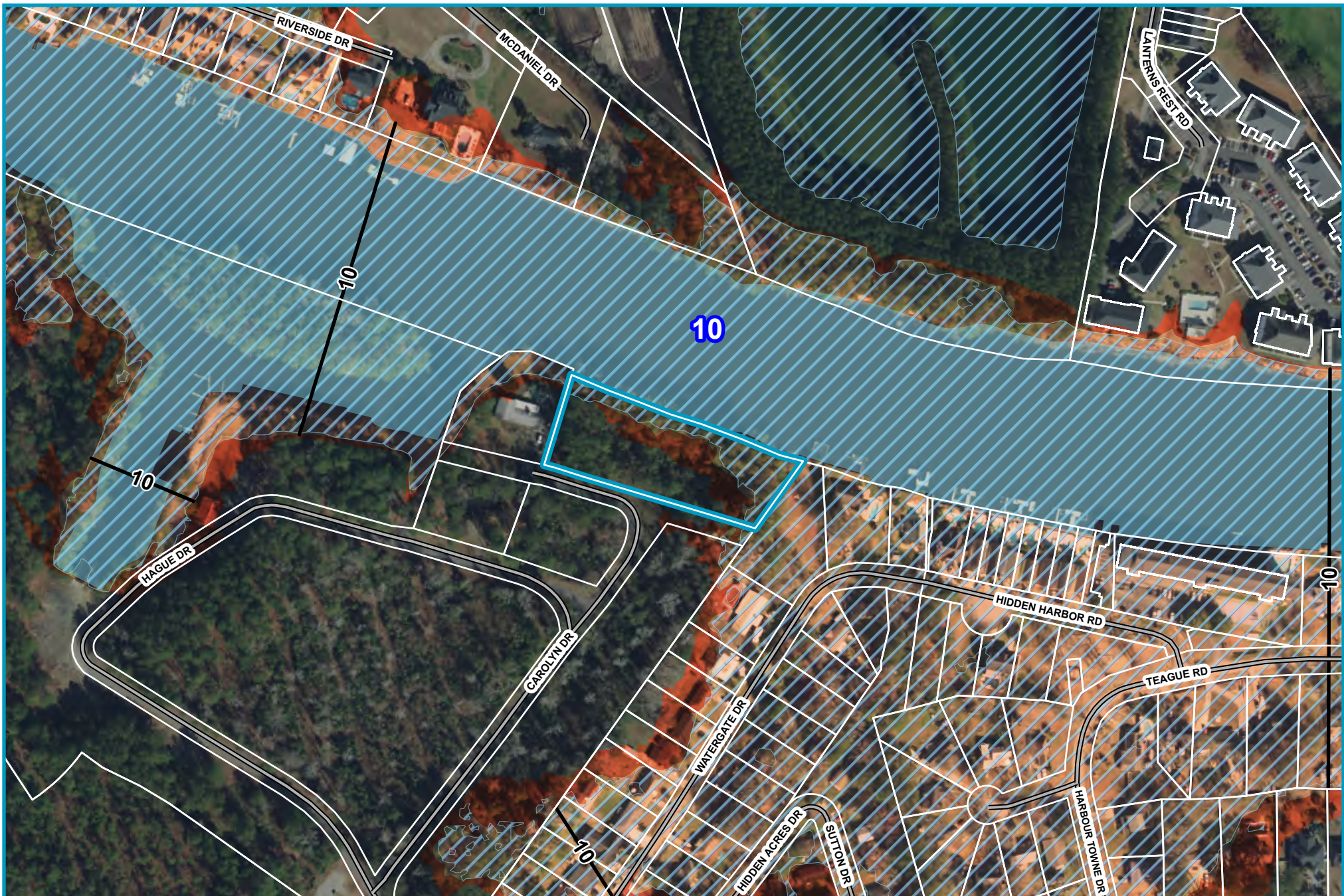
Rezoning Case Number 2023-11-010
Plan Number 64581

Rezoning 1.61 acres
from RC to PDD



0 100 200 Feet





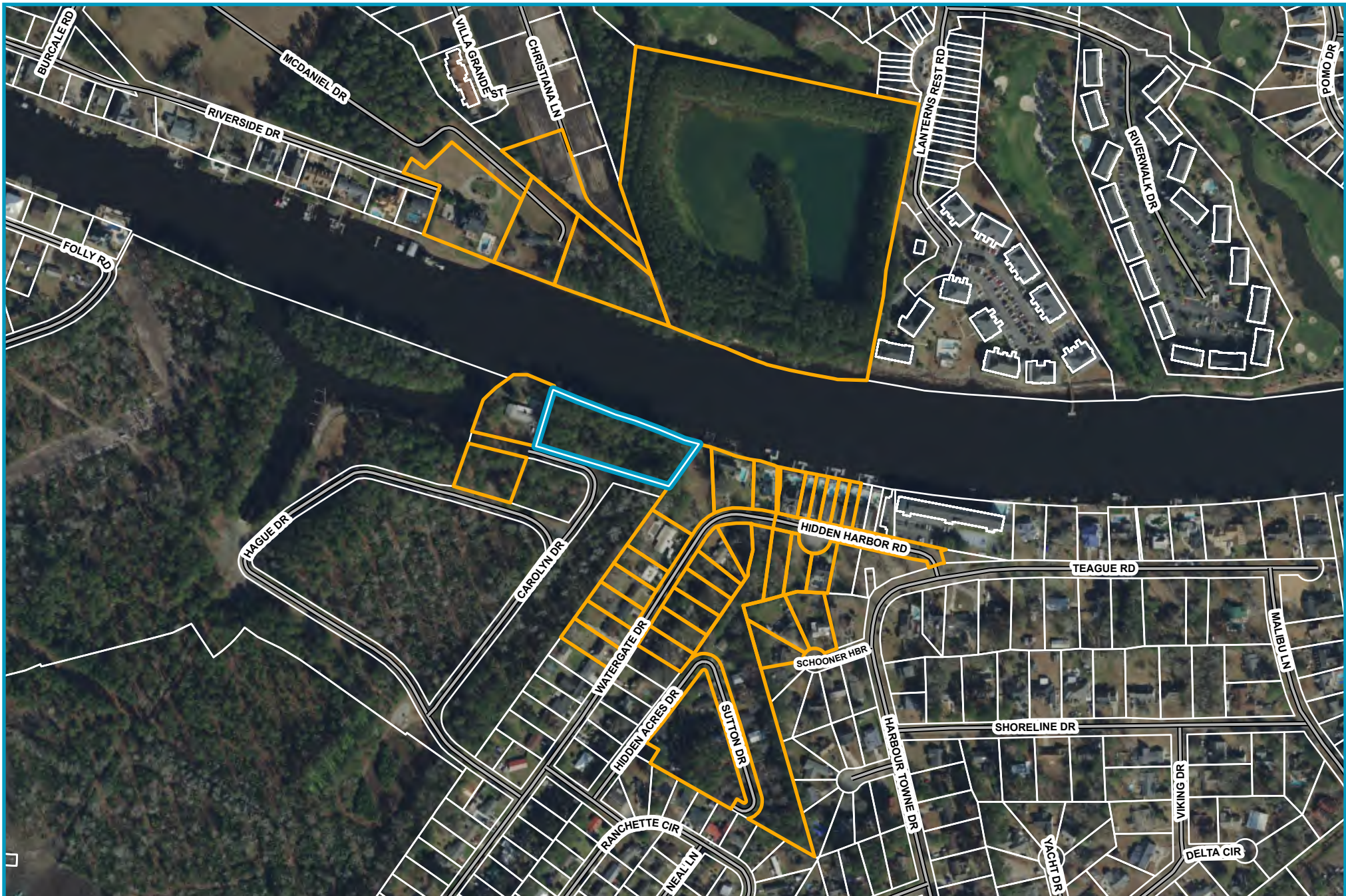
- | | |
|--------------------------|--|
| Parcel for Consideration | Supplemental Flood Zone |
| Other Road | Preliminary Base Flood Elevation (BFE) |
| Major Waterbody | AE - Special Flood Hazard Area |
| | 0.2% Annual Chance Flood Hazard |




Flood Map

Rezoning Case Number 2023-11-010
Plan Number 64581

Rezoning 1.61 acres
from RC to PDD



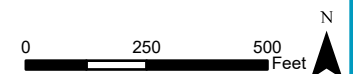


-  Parcel for Consideration
-  Public Notice
-  Other Road

Public Notice Map

Rezoning Case Number 2023-11-010
Plan Number 64581

Rezoning 1.61 acres
from RC to PDD



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

Ordinance No. 11-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 27516020013 FROM RESIDENTIAL (SF 40) TO RESIDENTIAL (MSF 40)

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) to Residential (MSF 40) 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 27516020013 and currently zoned Residential (SF 40) is hereby rezoned to (MSF 40) , 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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Pacynthay Avant	Rezoning Request #	2023-12-001
PIN #	275-16-02-0013	County Council District #	11- Allen
Site Location	Highway 701 N in Conway	Staff Recommendation	Approval
Property Owner	Pacynthay Avant	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	4

ZONING INFORMATION

Current Zoning	SF 40
Proposed Zoning	MSF 40
Proposed Use	Allow a manufactured home
Character of the Area	Residential

LOCATION INFORMATION

Flood Information	X
Wetland Information	N/A
Utilities	Public
Fire in miles	4.2- Fire Station 21 (Volunteer)
EMS in miles	5.6- Fire Station 27 (Career)

ADJACENT PROPERTIES

SF 40	SF 40	MSF 20
FA	Subject Property	SF 40
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
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Discussion: The applicant is requesting to rezone 4 acres from SF 40 to MSF 40 to allow a manufactured home. The parcel is surrounded by residential and CFA zoning.

The future land use designation is Rural Communities. The Imagine 2040 Comprehensive Plan states the desired development pattern is "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."

Public Comment: 01/04/24- There was no public input. Pacynthay Avant was present to address any questions and concerns.

Proposed Improvements	
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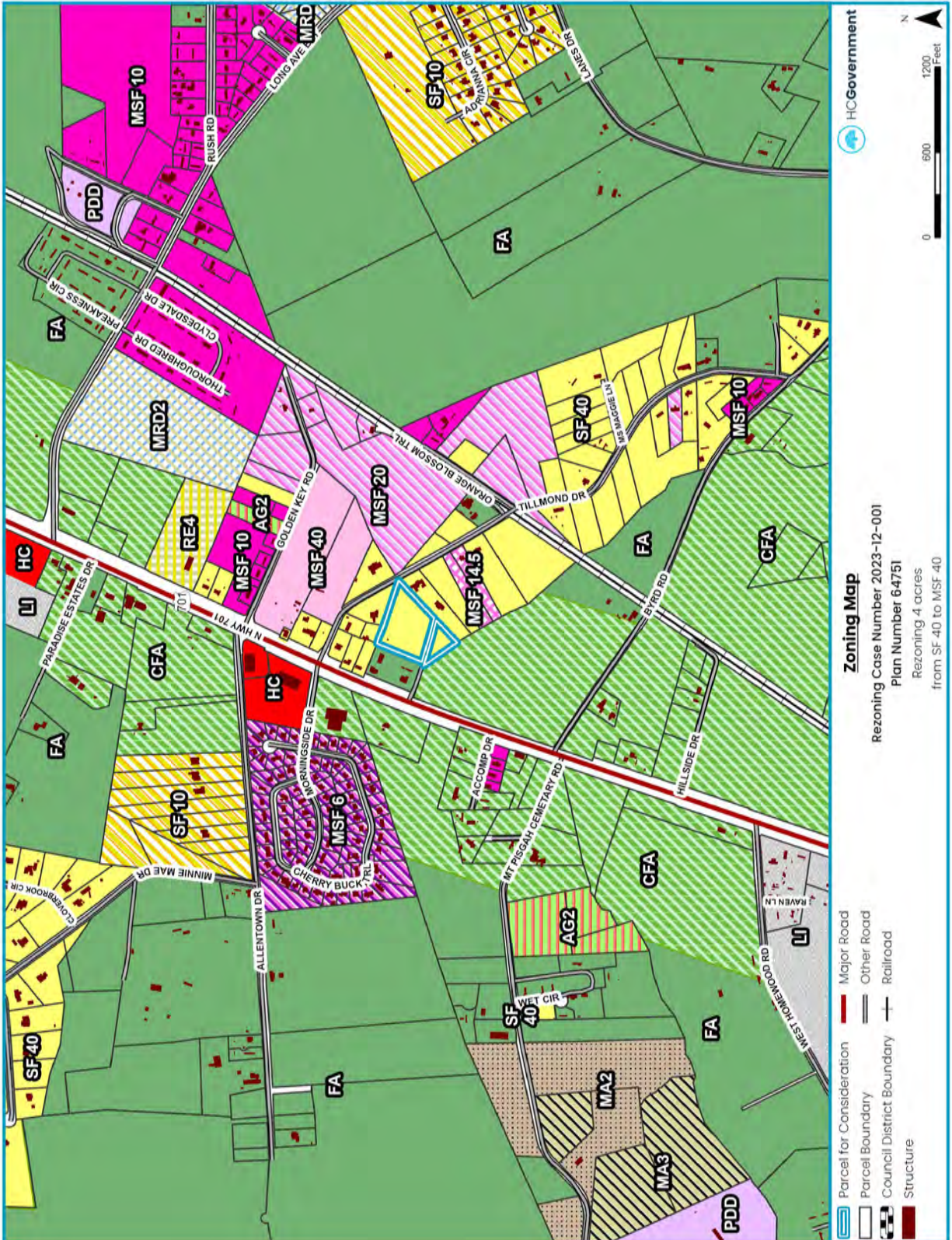
TRANSPORTATION INFORMATION

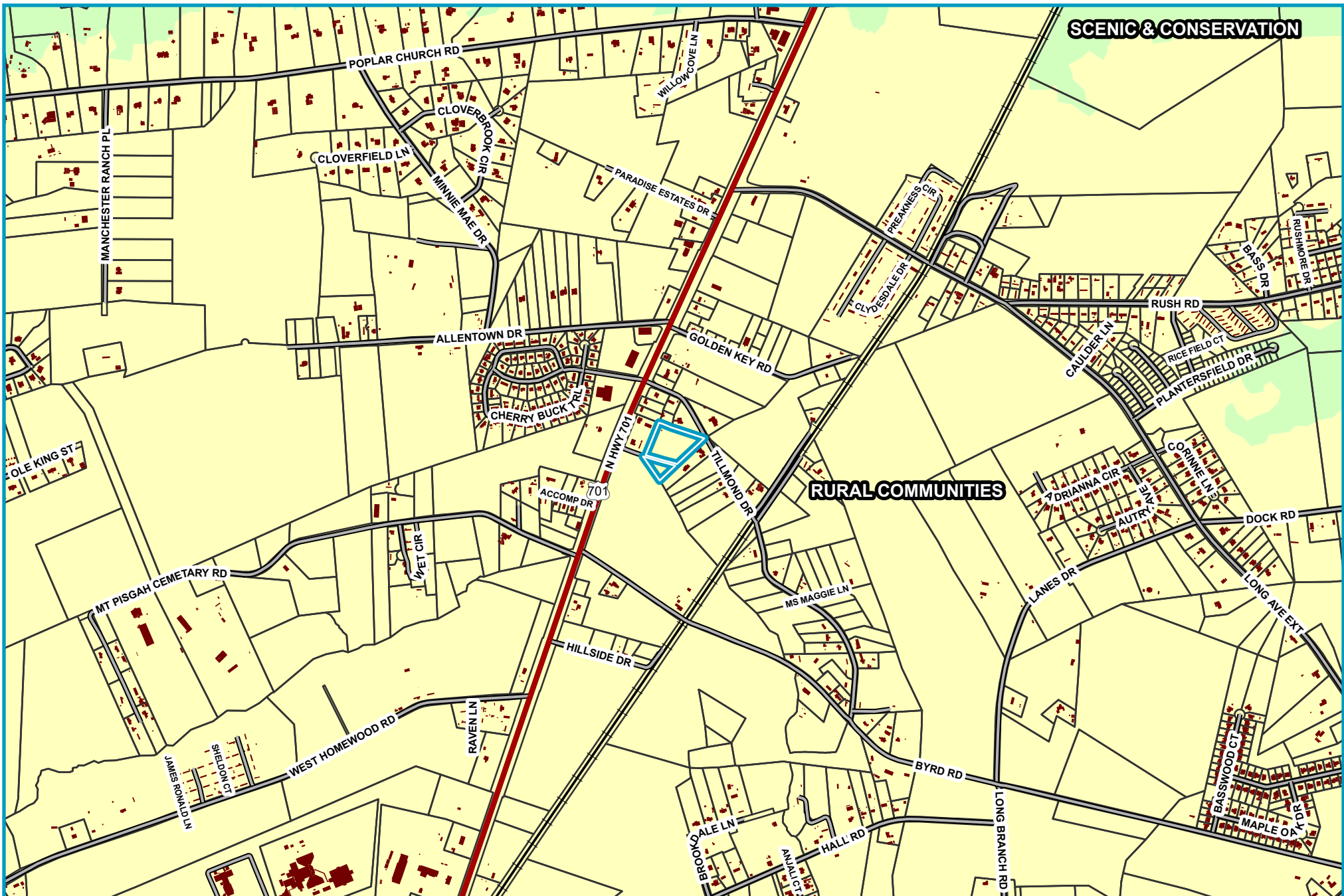
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 32		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	8 / 32	Conway High	2,095	1,581	75%
Existing Road Conditions	Highway 701 N: State, Paved, Two-lane	Whittemore Park Middle	1,200	911	76%
Rd, Station, Traffic AADT (2021) % Road Capacity	US 701, Station (187) 12,900 AADT 75-80%	Homewood Elementary	639	660	103%







HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF 40	SF 40	MSF 20	SF 40	CFA	FA
Min. Lot Size (in square feet)	40,000	40,000	20,000	40,000	21,780	21,780
Front Setback (in feet)	50	50	40	50	40	40
Side Setback (in feet)	20	20	15	20	10	10
Corner Side Setback (in feet)	30	30	22.5	30	15	15
Rear Setback (in feet)	30	30	25	30	15	15
Bldg. Height (in feet)	35	35	35	35	35	35

Attachment A – Rezoning Maps

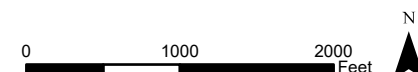





- | | | | |
|--|--------------------------|---|------------|
|  | Parcel for Consideration |  | Major Road |
|  | Parcel Boundary |  | Other Road |
|  | Structure |  | Railroad |

Future Land Use Map
 Rezoning Case Number 2023-12-001
 Plan Number 64751

Rezoning 4 acres
 from SF 40 to MSF 40





 Parcel for Consideration

 Major Road

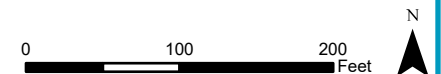
 Other Road

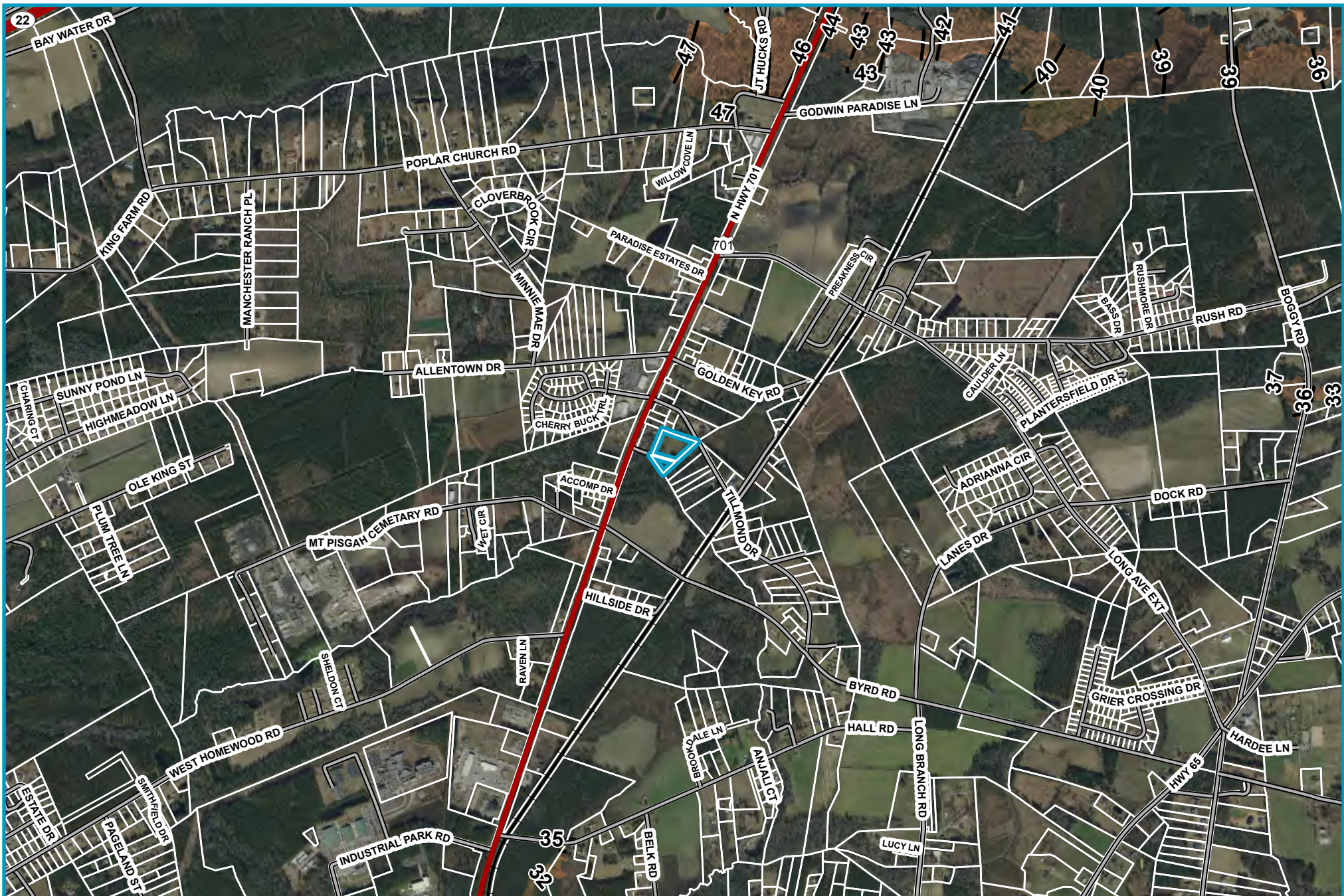
Aerial Map







Rezoning Case Number 2023-12-001

Plan Number 64751

Rezoning 4 acres
from SF 40 to MSF 40





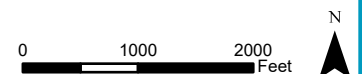
-  Parcel for Consideration
-  Major Road
-  Preliminary Base Flood Elevation (BFE)
-  AE - Special Flood Hazard Area
-  Other Road
-  Railroad

Flood Map

Rezoning Case Number 2023-12-001

Plan Number 64751

Rezoning 4 acres
from SF 40 to MSF 40





- Parcel for Consideration
- Public Notice
- Major Road
- Other Road
- Railroad

Public Notice Map

Rezoning Case Number 2023-12-001

Plan Number 64751

Rezoning 4 acres
from SF 40 to MSF 40



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

Ordinance No. 12-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO AMEND THE WHERE THE RIVER FLOWS PLANNED DEVELOPMENT DISTRICT ASSOCIATED WITH PINS 29903020006, 29903020007, AND 29903020008 AND ORD 115-06

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 amend the Where the River Flows Planned Development District (PDD) 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:**

Parcels of land identified by PINS 29903020006, 29903020007, and 29903020008 is hereby amended to Planned Development District (PDD) and subject to the requirements of attachments A, B, & C.

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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION			
Applicant	Diamond Shores	Rezoning Request #	2023-12-002
PIN #	299-03-02-0006, 299-03-02-0007, & 299-03-02-0008	County Council District #	10- Hardee
Site Location	Daphne Dr in Conway	Staff Recommendation	Approval
Property Owner	MS Building Foundations LLC & Marie Hall	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	17.7

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	PDD	Flood Information	X	PDD	PDD	MSF 14.5
Proposed Zoning	PDD	Wetland Information	N/A	LFA	Subject Property	LFA
Proposed Use	Amend the existing PDD to allow a private school and housing	Utilities	Public	LFA	LFA	LFA
Character of the Area	Rural	Fire in miles	2.19- Fire Station 40 (Career)			
		EMS in miles	2.19- Fire Station 40 (Career)			

COMMENTS	
Comprehensive Plan District: Rural Communities & Rural	Overlay/Area Plan:
<p>Discussion: The applicant is requesting to amend an existing Planned Development (PDD) to allow a private school and housing. The parcels were previously rezoned (2006-04-008) from LFA to PDD to allow outdoor campsites and RV sites. This project was never developed. The amended PDD will allow a variety of uses including: RV Sites (max 3), single-family residential (max 5), recreational facilities, horse boarding, commercial and educational uses.</p> <p>The future land use designation is Rural Communities. The Imagine 2040 Comprehensive Plan states "Neighborhood commercial and services are allowable along major arterial roadways and SCDOT designated business routes if compatible with the community and the property can adequately support the proposed use and development requirements". The applicant is requesting a FLU Map Amendment from Rural to Rural Communities.</p>	
Public Comment: 01/04/2024- There was no public input. David Schwerd was present to address any 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	100 / 1000		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	200 / 1000	Loris High	1,059	804	76%
Existing Road Conditions	Daphne Dr: County, Paved, Two lane	Loris Middle	859	724	84%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 905, Station (253) 6,600 AADT 45-50%	Daisy Elementary	682	626	62%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	PDD	LFA	MSF 14.5		
Min. Lot Size (in square feet)	See attachment	N/A	43,560	14,500		
Front Setback (in feet)	See attachment	N/A	60	25		
Side Setback (in feet)	See attachment	N/A	25	10		
Corner Side Setback (in feet)	See attachment	N/A	37.5	15		
Rear Setback (in feet)	See attachment	N/A	40	15		
Bldg. Height (in feet)	See attachment	35	35	35		

ATTACHMENT A

Where the River Flows Planned Development District (PDD)

1. Project Narrative

The Planned Development District (PDD) for “Where the River Flows” includes the development of 17.7 acres located on Daphane Drive in the Red Bluff section of Hwy 905 in Horry County, South Carolina. The project is being amended to include uses associated with creating an educational environment to not only instruct the students in to meet standard education requirements, but increasing their exposure to nature, agriculture and their community. The nature of the school requires that the vast majority of the land within the School District portion of the PDD will remain in a natural and open state.

2. Permitted Uses: ***New Uses shown in bold italics with underline and only allowed in the school district portion of the PDD.***

Outdoor Campsites	Special Events Services to include Vendors (food and beverage, goods and supplies)
RV Campsites (Max 3)	Recreational Rentals to include boats, canoes, kayaks, camping equipment.
Meeting Spaces	Outdoor Recreational facilities including, but not limited to, basketball courts, horseshoe pits playground and tot-lot, multipurpose ball fields.
General Store	Special Events (requiring permits) to include musical performance, limited to identified venues within the development.
<u><i>Yurts and Cabins</i></u>	<u><i>Single Family Homes(south of Daphane) Limited to 5 total</i></u>
<u><i>Schools (Private & Specialty)</i></u>	<u><i>Spiritual Retreat</i></u>
<u><i>Blacksmith</i></u>	<u><i>Farm Animals (excluding swine)</i></u>
<u><i>Daycare</i></u>	<u><i>Horses</i></u>
<u><i>Farmers Market</i></u>	<u><i>Office/Counseling</i></u>
<u><i>Accessory Uses</i></u>	<u><i>After School and summer camps and programs</i></u>

3. Dimensional Standards:

Use	Lot Area	Lot Dimensions			Setbacks		Building Separation
			<u>Exterior</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	
Campsites (including RV, Yurts and Cabins)	1500'	30*45	25'				20'
Spiritual Retreat							20'
Single Family Homes				40'	10'	15'	20'
Schools (Private & Specialty)				60'	25'	40'	20'
Daycare				60'	25'	40'	20'
Farm Buildings				25'	25'	25'	20'
Blacksmith							20'
Farmers Market				40'	25'	40'	20'

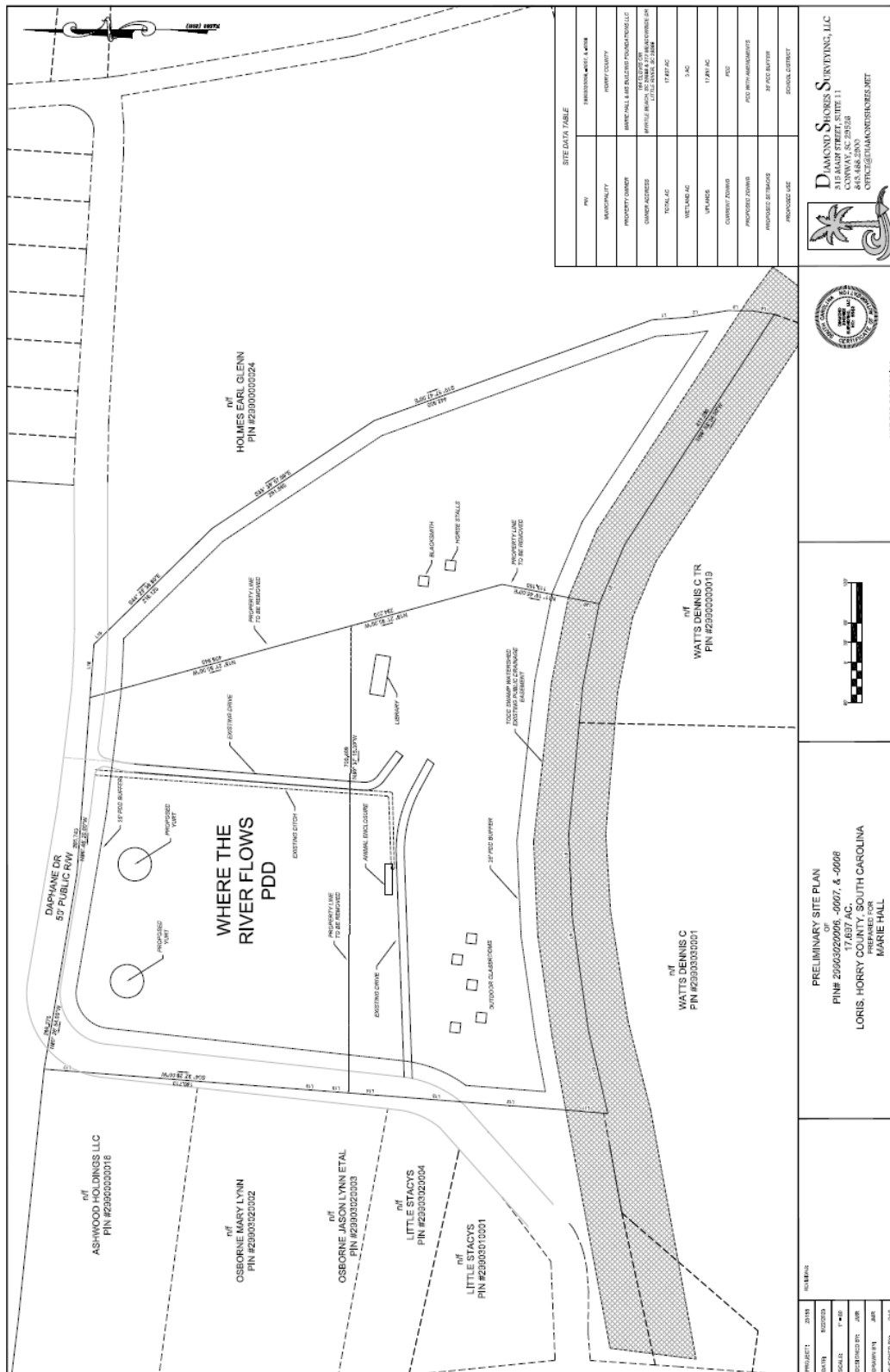
4. Open Space

Open Space Description	Type of open space	Required Acreage	Provided Acreage	Phase	Ownership
	Common/Active/ Passive				Public/Private
Common -PDD	Common/Passive	2.51	7+ac	Future Development	
Natural and Pasture Areas	Active and Passive		7+ac	School District	

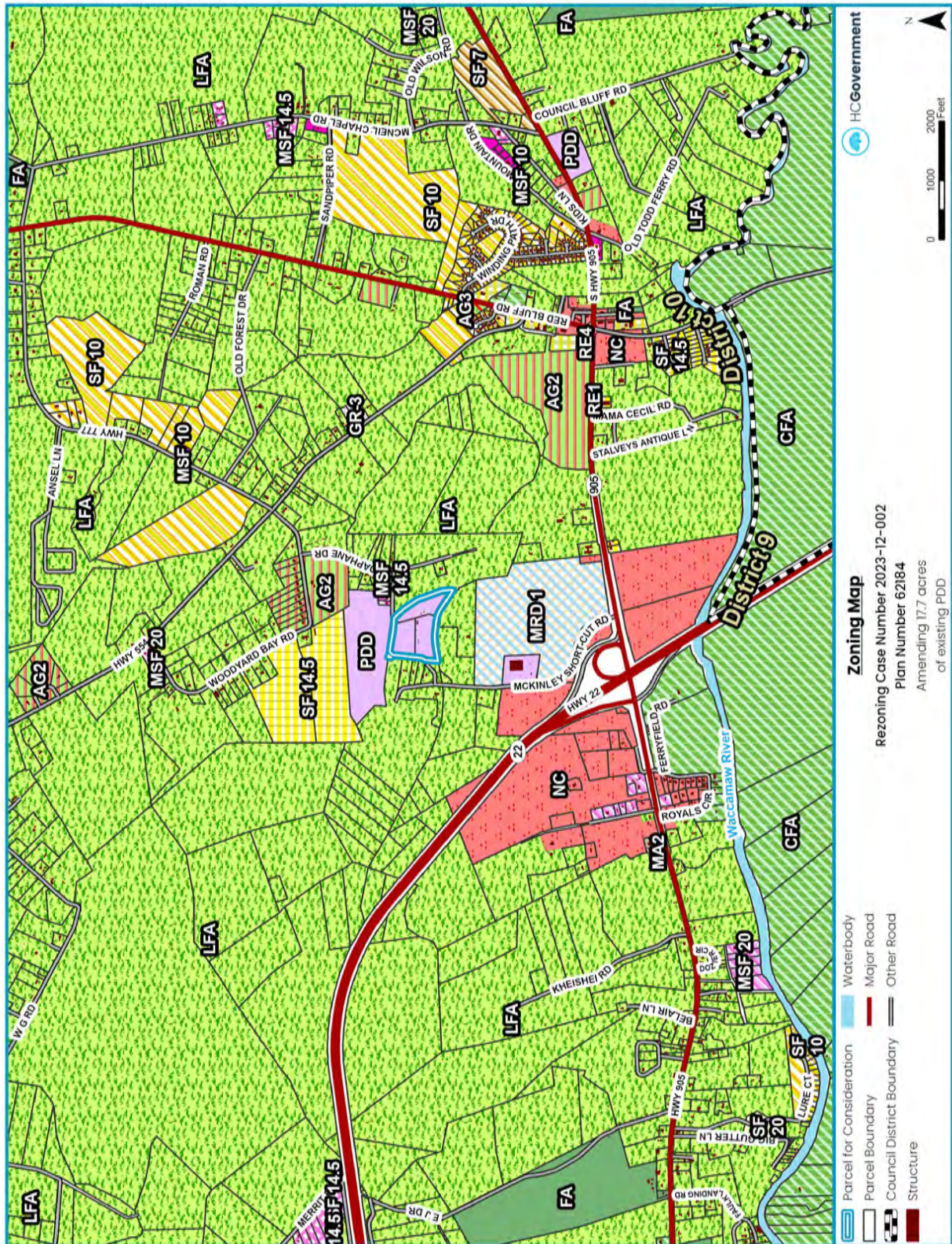
5. Parking Requirements

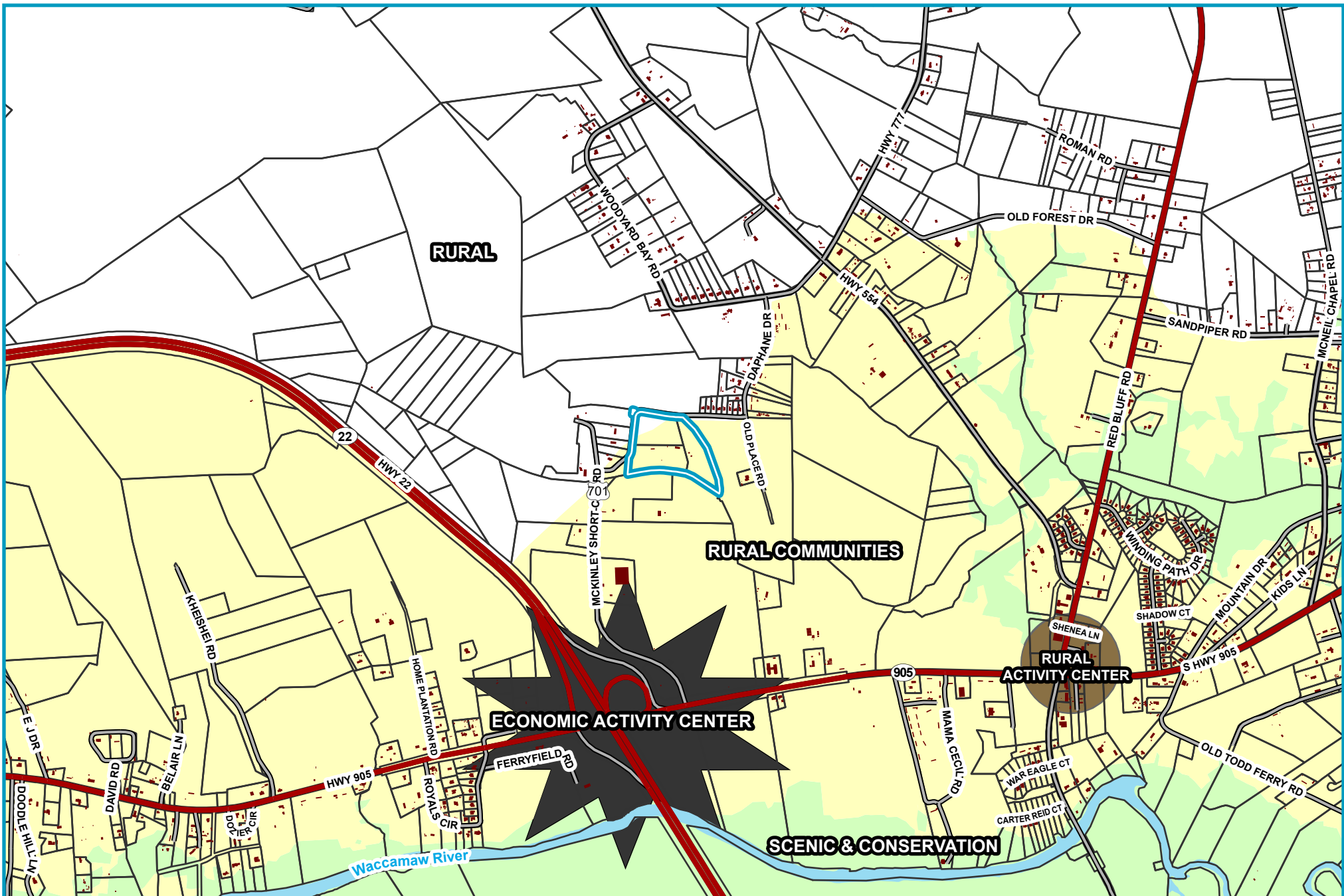
Campground areas and single-family homes will meet all Horry County parking requirements. All other uses will be served by the 22 all weather spaces as shown on the conceptual plan.

Where the River Flows Planned Development District (PDD) Preliminary Site Plan



ATTACHMENT C **Where the River Flows Planned Development District (PDD) Zoning Map**





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

Future Land Use Map

Rezoning Case Number 2023-12-002

Plan Number 62184


Amending 17.7 acres
of existing PDD



0 1000 2000
Feet





 Parcel for Consideration

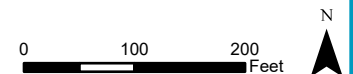
 Other Road

Aerial Map


Rezoning Case Number 2023-12-002

Plan Number 62184

Amending 17.7 acres
of existing PDD





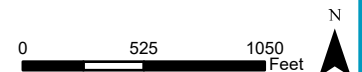
-  Parcel for Consideration
-  Supplemental Flood Zone
-  Major Road
-  AE - Special Flood Hazard Area
-  Other Road

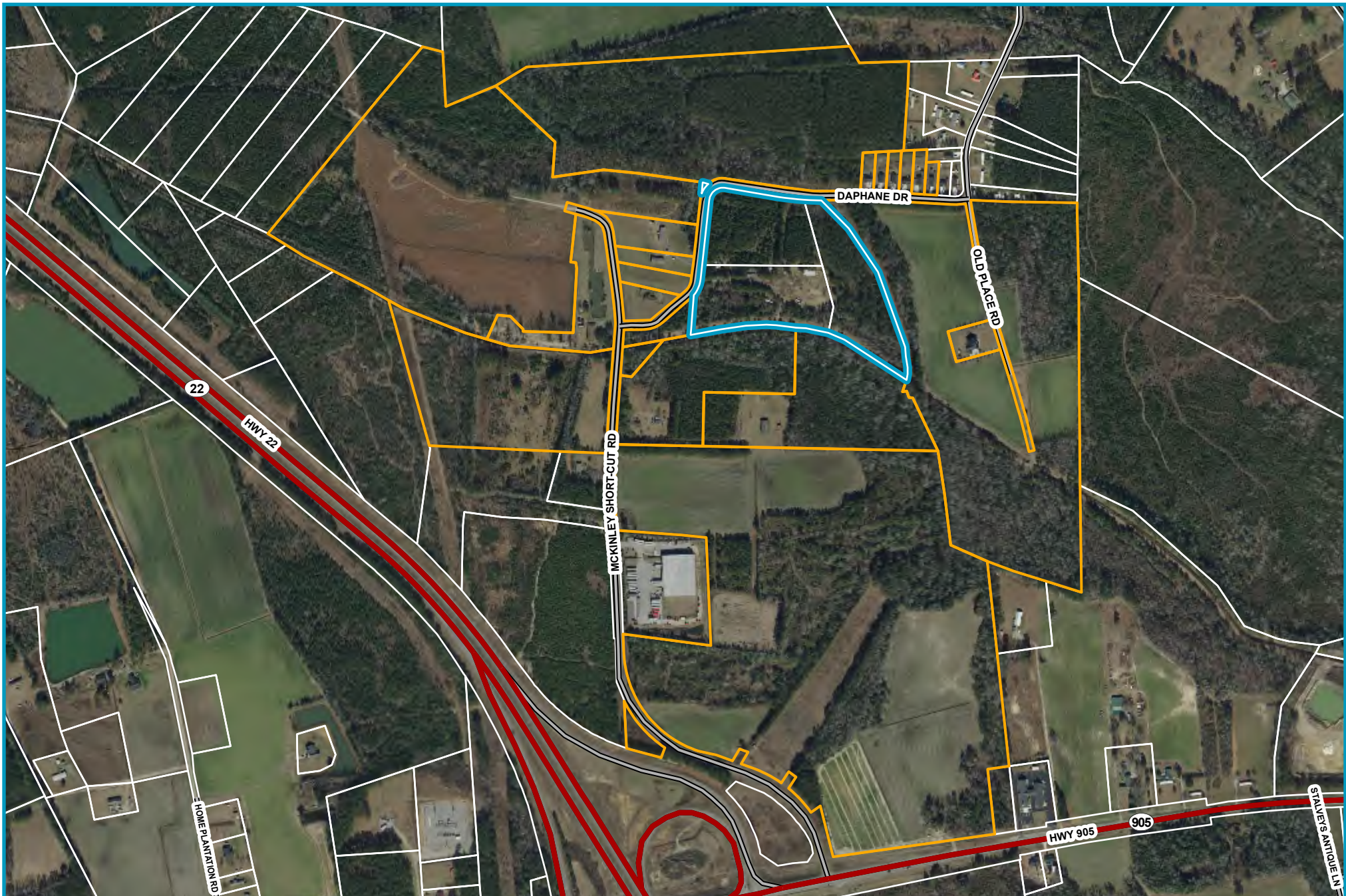
Flood Map





Rezoning Case Number 2023-12-002

Plan Number 62184

Amending 17.7 acres
of existing PDD





-  Parcel for Consideration
-  Public Notice
-  Major Road
-  Other Road

Public Notice Map

Rezoning Case Number 2023-12-002

Plan Number 62184

Amending 17.7 acres
of existing PDD



COUNTY OF HORRY

)

Ordinance No. 13-2024

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 29900000017 FROM PLANNED DEVELOPMENT (PDD) TO COMMERCIAL AGRICULTURE (AG 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 Planned Development (PDD) to Commercial Agriculture (AG 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 29900000017 and currently zoned Planned Development (PDD) is hereby rezoned to Commercial Agriculture (AG 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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Diamond Shores	Rezoning Request #	2023-12-003
PIN #	299-00-00-0017	County Council District #	10- Hardee
Site Location	Daphne Dr in Conway	Staff Recommendation	Approval
Property Owner	Nikolai Strelieff	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	30.14

ZONING INFORMATION

Current Zoning	PDD
Proposed Zoning	AG 2
Proposed Use	Subdivide into 4 lots
Character of the Area	Rural

LOCATION INFORMATION

Flood Information	X	SF 14.5	SF 14.5	AG 2
Wetland Information	3.65	LFA	Subject Property	LFA
Utilities	Public	LFA	PDD	MSF 14.5
Fire in miles	2.3- Fire Station 34 (Career)			
EMS in miles	2.3- Fire Station 34 (Career)			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Rural	Overlay/Area Plan:
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Discussion: The applicant is requesting to rezone 30.14 acres from PDD to AG 2 to subdivide the parcel into 4 lots. The parcel is surrounded by residential. The site contain 3.65 acres of wetlands.

The property was rezoned from LFA to PDD (2006-04-008) to allow a campground with commercial uses. The project was never developed. The applicant requested to amend the PDD (2023-05-008) to allow a private school and housing, but deferred the case before Planning Commission.

Some of the allowed uses in **AG 2** include manufactured homes, stick-built homes, commercial crop production, horticulture farm, produce stands, non-commercial personal use building, value-added product processing, commercial agriculture facility up to 500,000 lbs, commercial animal raising facilities, animal services, livestock/agriculture auction facilities, farm animals, outdoor storage, vehicle/ equipment/ mobile home sales, car wash, vehicle and equipment repairs, boat service, etc

Public Comment: 01/04/2024- There was no public input. David Schwerd was present to address any 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 / 500		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	600 / 1,000	Loris High	1,059	804	76%
Existing Road Conditions	Daphne Dr: County, Paved, Two lane	Loris Middle	859	724	84%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 905, Station (253) 6,600AADT 45-50%	Daisy Elementary	682	626	62%

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG 2	PDD	LFA	SF 14.5	MSF 14.5	AG 2
Min. Lot Size (in square feet)	21,780	N/A	43,560	14,500	14,500	21,780
Front Setback (in feet)	40	N/A	60	25	25	40
Side Setback (in feet)	15	N/A	25	10	10	15
Corner Side Setback (in feet)	22.5	N/A	37.5	15	15	22.5
Rear Setback (in feet)	25	N/A	40	15	15	25
Bldg. Height (in feet)	35	35	35	35	35	35

Zoning Map

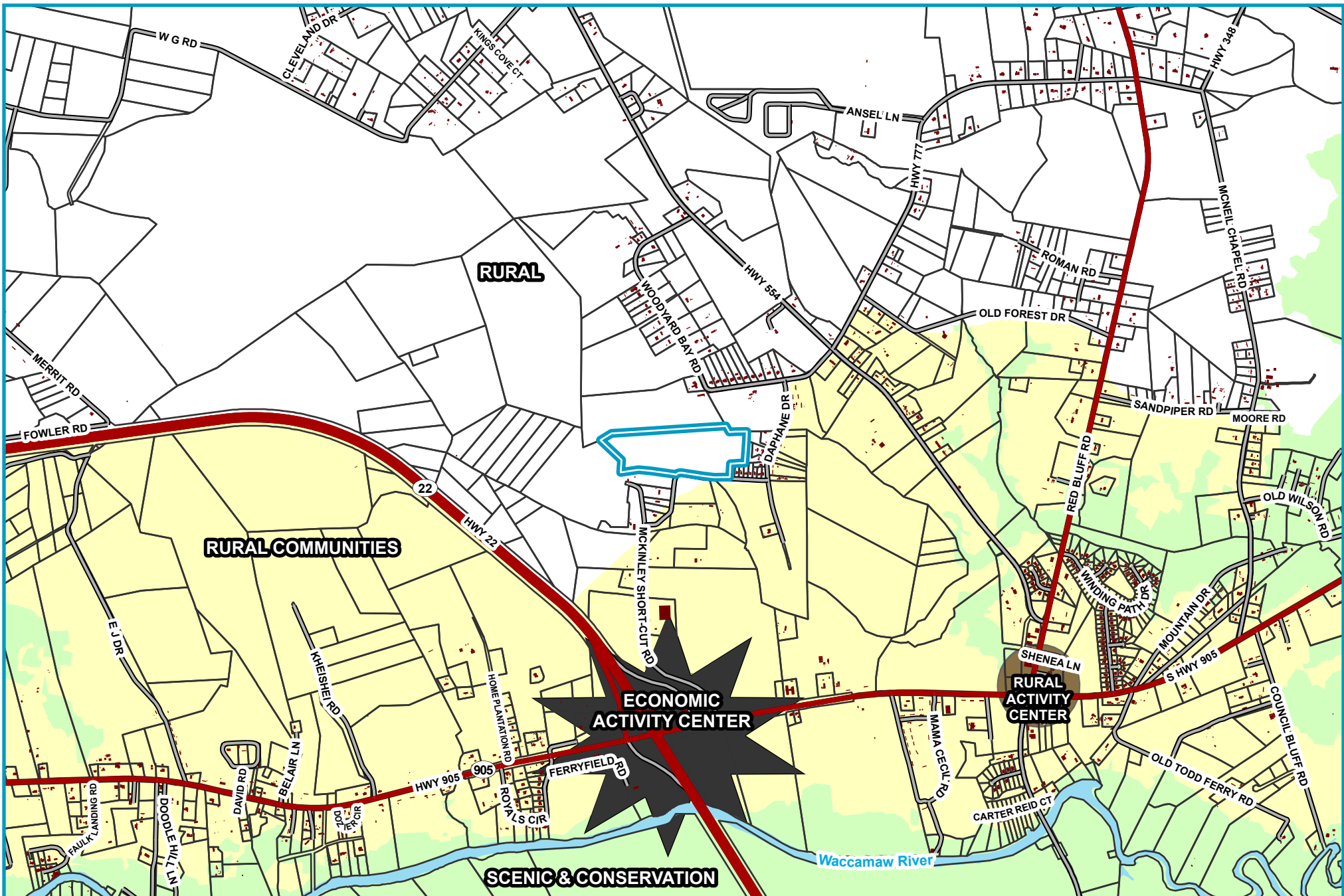
Rezoning Case Number 2023-12-003
Plan Number 64566
Rezoning 30.14 acres
from PDD to AG 2

Legend:

- Parcel for Consideration
- Parcel Boundary
- Council District Boundary
- Structure
- Waterbody
- Major Road
- Other Road

Map Labels:

- Red Bluff Rd
- Council Bluff Rd
- Old Todd Ferry Rd
- Stalveys Antique Ln
- Waccamaw River
- District 10
- District 9
- MA2
- NC
- MRD1
- PDD
- SF14.5
- SF10
- SF7
- MSF10
- AG3
- AG2
- RE1
- RE4
- GR3
- LFA
- FA
- MSF14.5
- MSF20
- SF20
- W G Rd
- Merritt Rd
- Fowler Rd
- E J Dr
- Kheishe Rd
- Belair Ln
- Doodle Hill Ln
- Skull Landing Rd
- Royals Cr
- Ferryfield Rd
- McKinley Short-Cut Rd
- Woodyard Bay Rd
- Daphne Dr
- Old Forest Dr
- Roman Rd
- Sandpiper Rd
- McNeil Chapel Rd
- Old Willow Rd
- 8th Ave
- 7th Ave
- 6th Ave
- 5th Ave
- 4th Ave
- 3rd Ave
- 2nd Ave
- 1st Ave
- 0th Ave
- N
- 0
- 1000
- 2000
- Feet



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


Future Land Use Map

Rezoning Case Number 2023-12-003
Plan Number 64566

Rezoning 30.14 acres
from PDD to AG 2





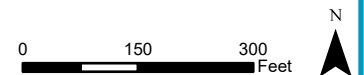
 Parcel for Consideration

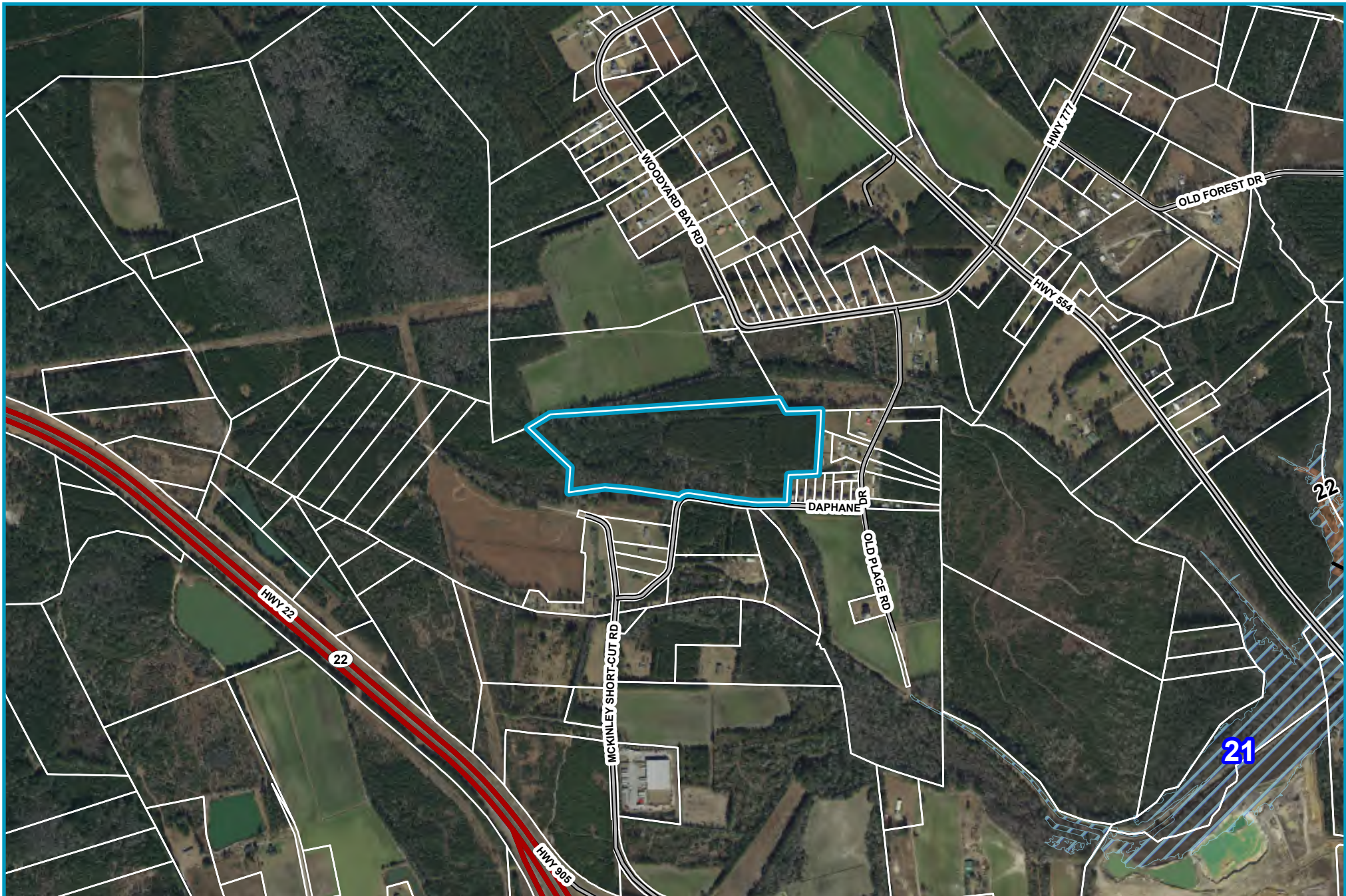
 Other Road

Aerial Map

Rezoning Case Number 2023-12-003
Plan Number 64566

Rezoning 30.14 acres
from PDD to AG 2



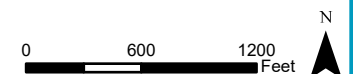


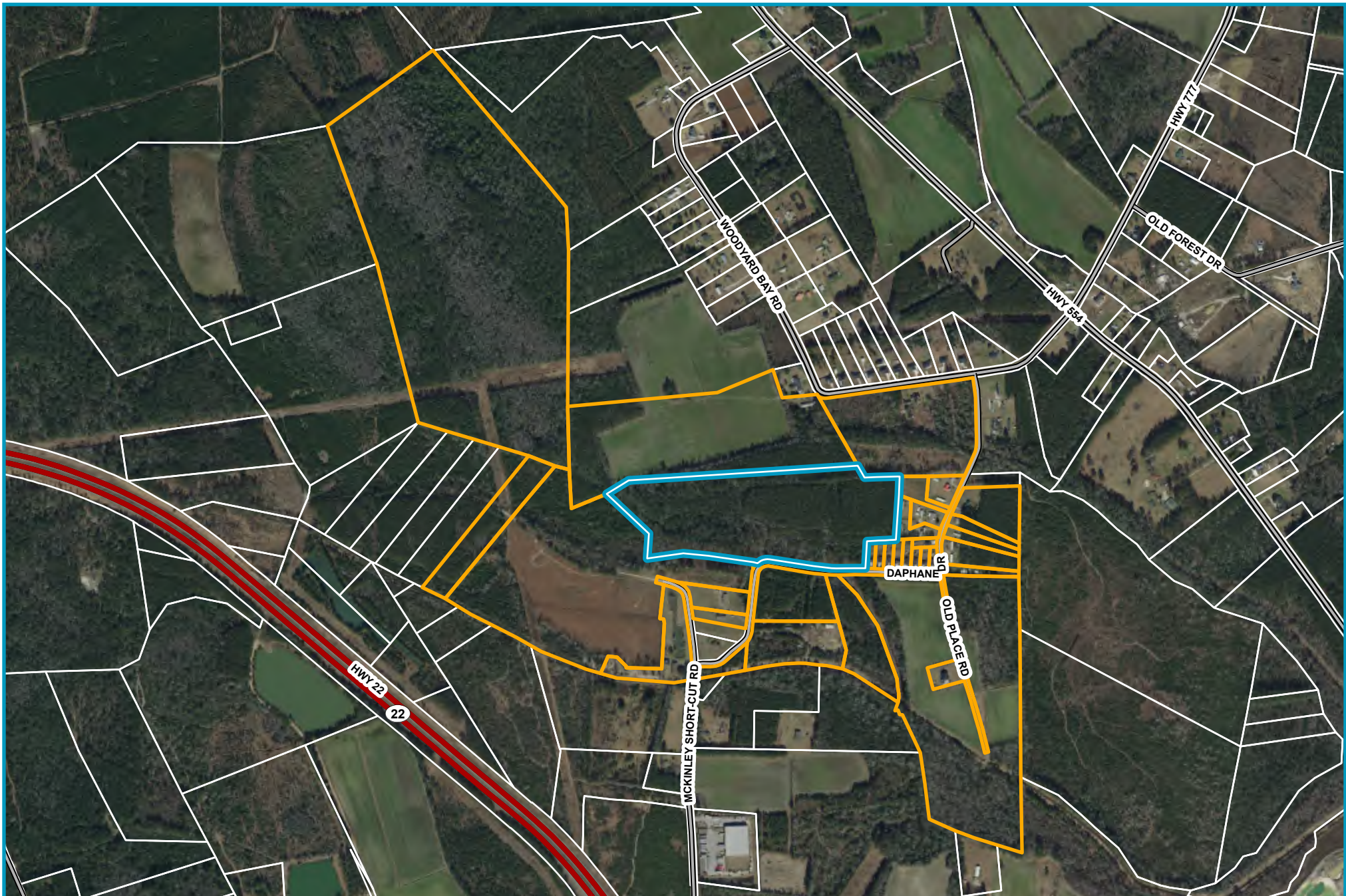
- Parcel for Consideration
- Major Road
- Other Road
- Supplemental Flood Zone
- Preliminary Base Flood Elevation (BFE)
- AE - Special Flood Hazard Area





Flood Map

Rezoning Case Number 2023-12-003
Plan Number 64566

Rezoning 30.14 acres
from PDD to AG 2





-  Parcel for Consideration
-  Public Notice
-  Major Road
-  Other Road

Public Notice Map

Rezoning Case Number 2023-12-003
Plan Number 64566

Rezoning 30.14 acres
from PDD to AG 2



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

Ordinance No. 14-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 38108010009 FROM RESIDENTIAL (SF 20) TO RESIDENTIAL (MSF 20)

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 20) to Residential (MSF 20) 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 38108010009 and currently zoned Residential (SF 20) is hereby rezoned to (MSF 20) , 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.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 1/16/2024
Second Reading: 2/6/2024
Third Reading: 2/20/2024

Public Hearing: 2/6/2024

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Pete Hughes	Rezoning Request #	2023-12-004
PIN #	381-08-01-0009	County Council District #	7- Anderson
Site Location	Highway 701 S in Conway	Staff Recommendation	Approval
Property Owner	Lesia Hughes	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	0.28

ZONING INFORMATION

Current Zoning	SF 20
Proposed Zoning	MSF 20
Proposed Use	Manufactured home
Character of the Area	Residential & Commercial

LOCATION INFORMATION

Flood Information	X	RE 2	SF 20	SF 20
Wetland Information	X	RE 2	Subject Property	SF20
Utilities	Public	RE 2	SF 20	SF 10
Fire in miles	2.8- Fire Station 46 (Career)			
EMS in miles	2.8- Fire Station 46 (Career)			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
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Discussion: The applicant is requesting to rezone 0.28 acres from SF 20 to MSF 20 to allow a manufactured home. The parcel is surrounded by residential and commercial.

The future land use designation is Rural Communities. The Imagine 2040 Comprehensive Plan states the desired development pattern is "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."

Public Comment: 01/04/2024- There was no public input. The applicant was not present to address any questions and concerns.

Proposed Improvements	
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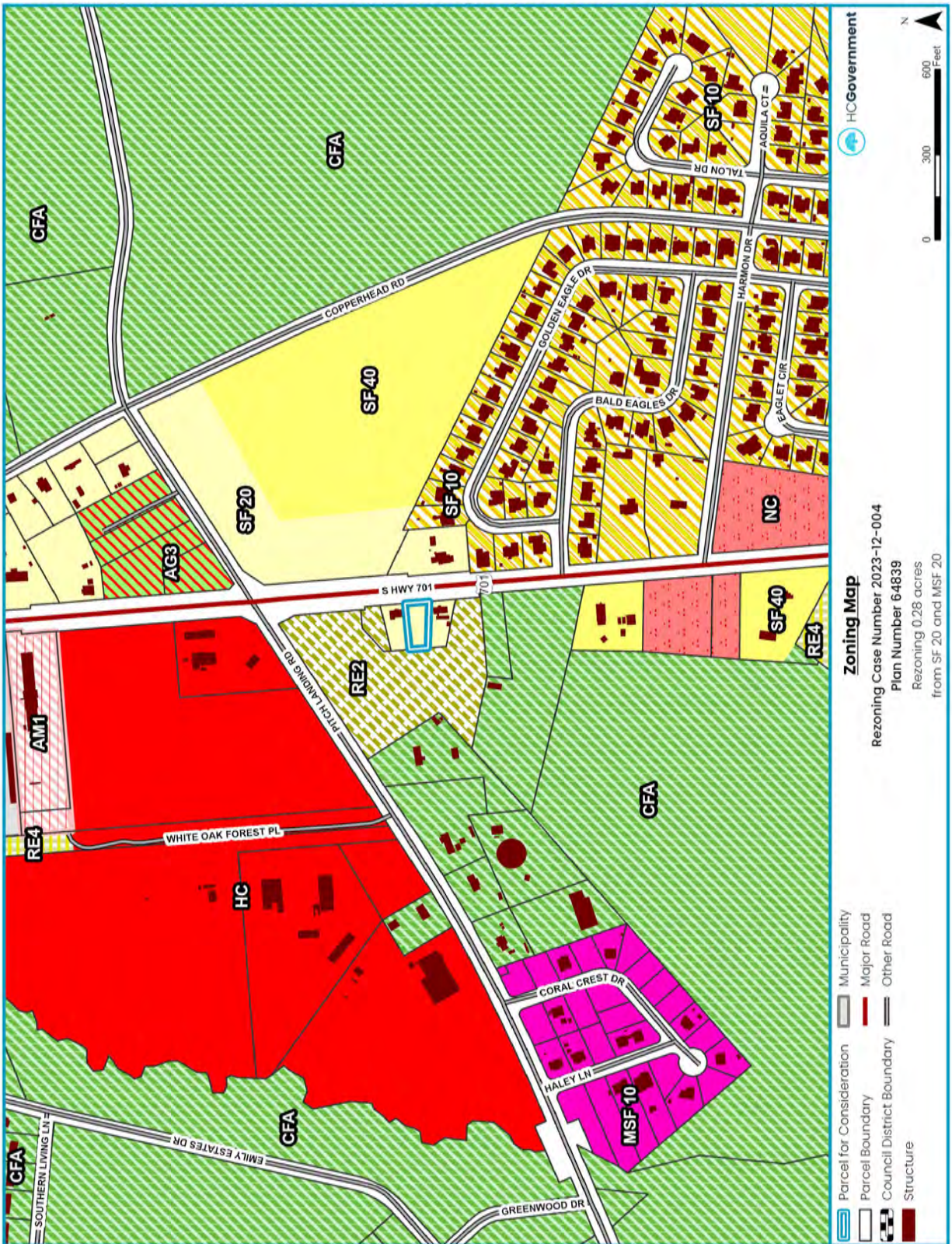
TRANSPORTATION INFORMATION

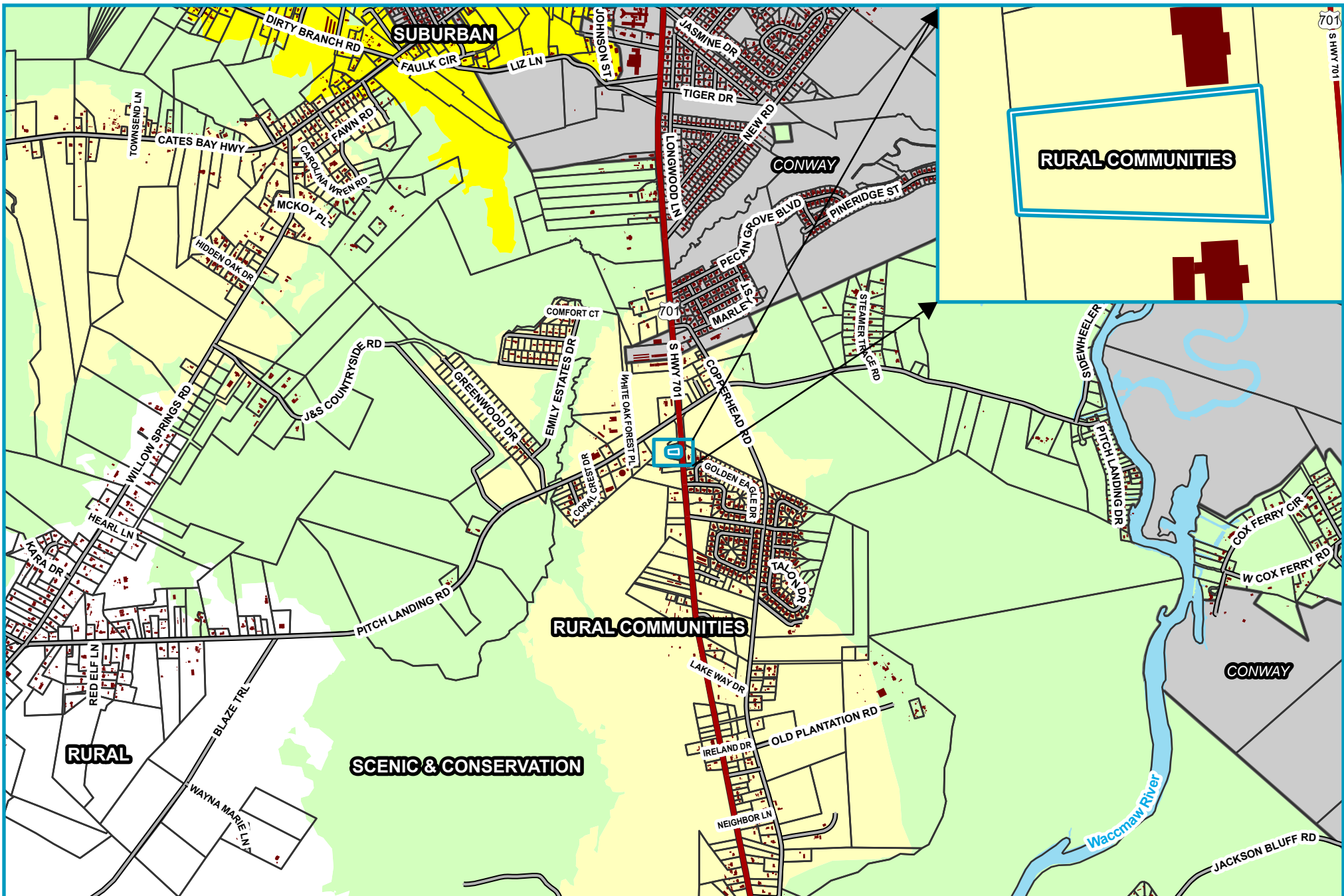
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 8		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	8 / 8	Conway High	2,095	1,581	75%
Existing Road Conditions	HWY 701 S: State, Paved, Two-lane	Whittemore Park Middle	1,200	911	76%
Rd, Station, Traffic AADT (2021) % Road Capacity	US 701, Station (177) 16,600 AADT 95-100%	South Conway Elementary	661	597	90%

HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF 20	SF 20	SF 20	SF 10	CFA	RE 2
Min. Lot Size (in square feet)	20,000	20,000	20,000	10,000	21,780	10,000
Front Setback (in feet)	60	60	60	25	40	25
Side Setback (in feet)	15	15	15	10	10	10
Corner Side Setback (in feet)	22.5	22.5	22.5	15	15	15
Rear Setback (in feet)	25	25	25	15	15	15
Bldg. Height (in feet)	35	35	35	35	35	36

Attachment A – Rezoning Maps

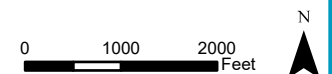


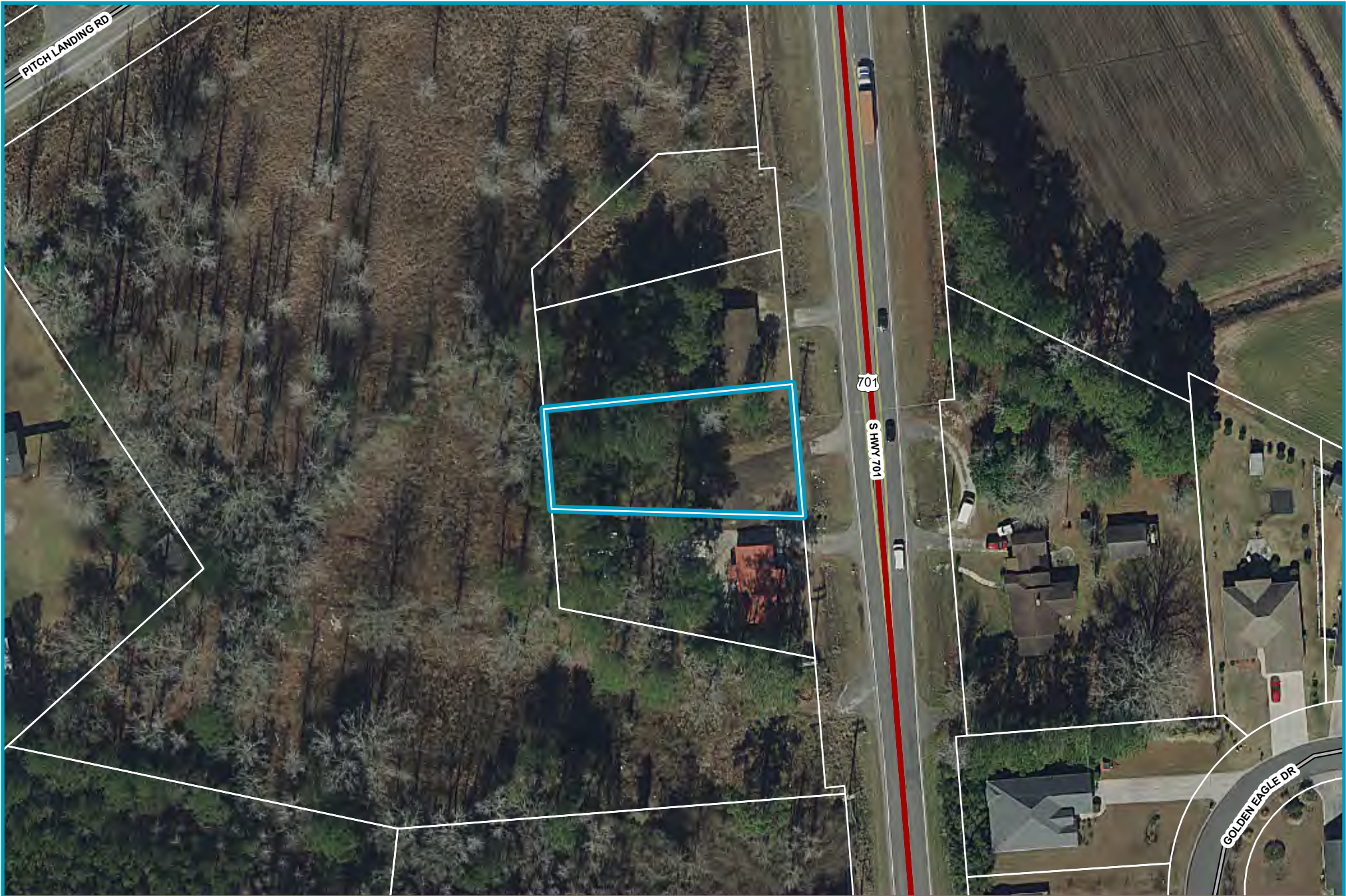



- Parcel for Consideration
- Parcel Boundary
- Structure
- Municipality
- Waterbody
- Major Road
- Other Road

Future Land Use Map
 Rezoning Case Number 2023-12-004
 Plan Number 64839

Rezoning 0.28 acres
 from SF 20 to MSF 20





 Parcel for Consideration

 Major Road

 Other Road

Aerial Map

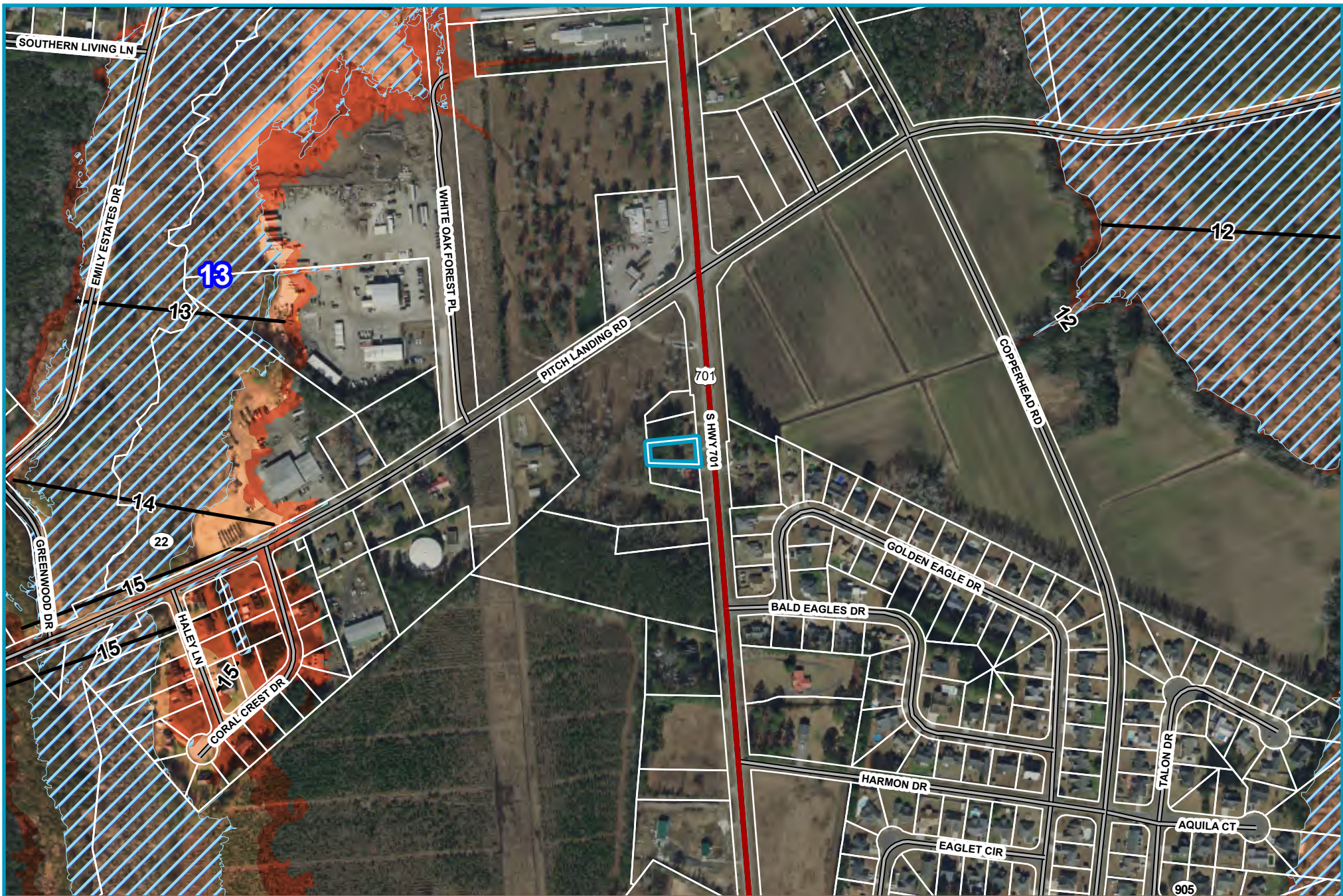
Rezoning Case Number 2023-12-004

Plan Number 64839

Rezoning 0.28 acres
from SF 20 to MSF 20

 HC Government





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

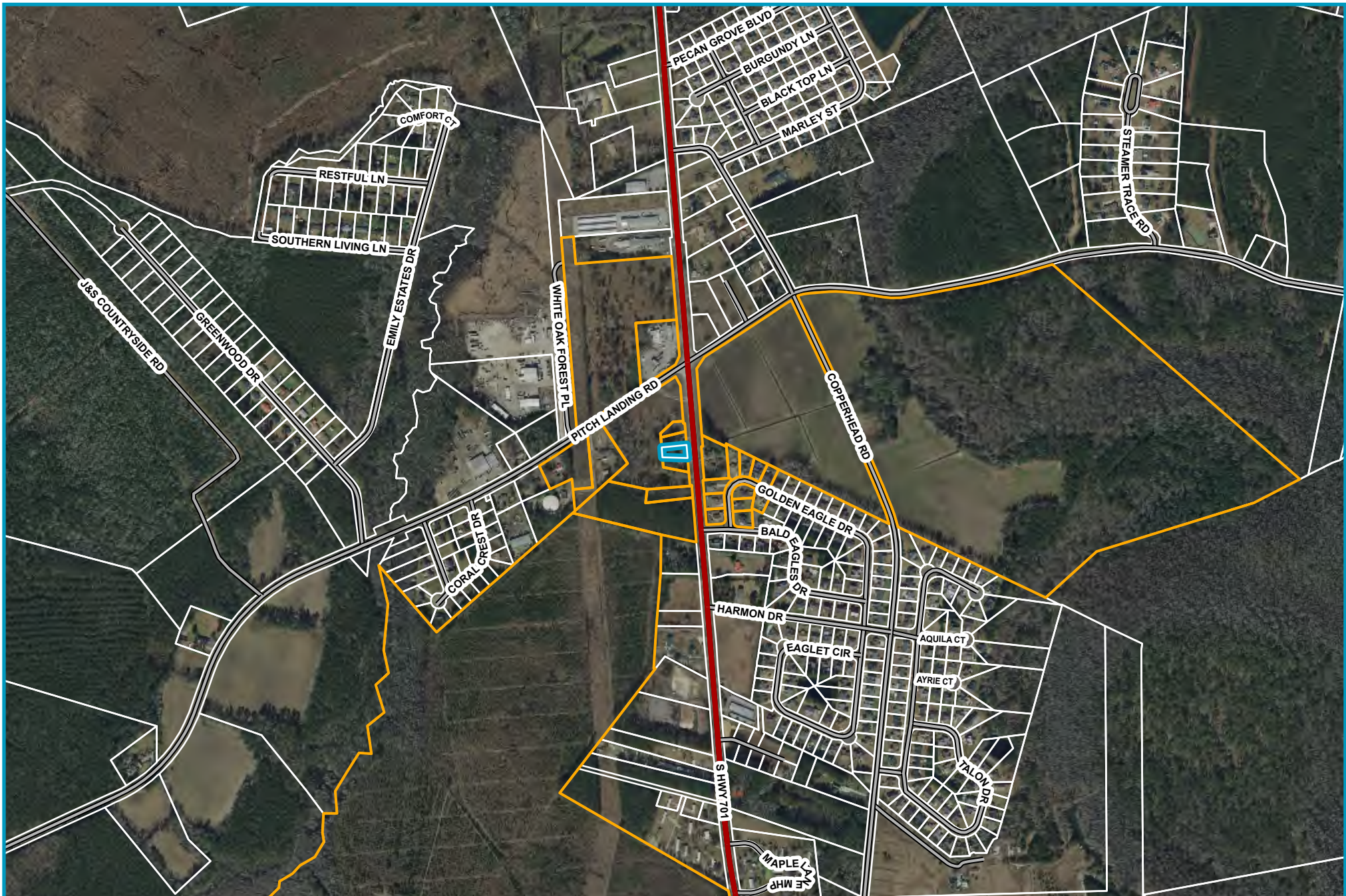
Flood Map


Rezoning Case Number 2023-12-004

Plan Number 64839

Rezoning 0.28 acres
from SF 20 to MSF 20





 Parcel for Consideration

 Public Notice

 Major Road

 Other Road

Public Notice Map

Rezoning Case Number 2023-12-004

Plan Number 64839

Rezoning 0.28 acres
from SF 20 to MSF 20



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

Ordinance No. 17-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 20105040001 FROM FOREST AGRICULTURE (FA) TO RESIDENTIAL (MSF 14.5)

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 Forest Agriculture (FA) to Residential (MSF 14.5) 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 20105040001 and currently zoned Forest Agriculture (FA) is hereby rezoned to Residential (MSF 14.5), 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.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024
Second Reading:
Third Reading:

Public Hearing:

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION			
Applicant	William Hucks	Rezoning Request #	2024-01-001
PIN #	201-05-04-0001	County Council District #	11- Allen
Site Location	Huggins Shortcut Rd in Galivants Ferry	Staff Recommendation	Approval
Property Owner	William Hucks	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.74

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	FA	Flood Information	X	FA	FA	FA
Proposed Zoning	MSF 14.5	Wetland Information	N/A	FA	Subject Property	FA
Proposed Use	Manufactured home	Utilities	Septic	FA	FA	FA
Character of the Area	Residential	Fire in miles	3.5- Aynor Rescue Squad (Volunteer)			
		EMS in miles	4.8- Fire Station 24 (Career)			

COMMENTS

Comprehensive Plan District: Rural	Overlay/Area Plan:
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Discussion: The applicant is requesting to rezone .74 acres (32,158 sq ft) from FA to MSF 14.5 to permit an additional manufactured home. In 2008, the property consisted of two separate substandard lots with a manufactured home on each. In 2009, the property owner demolished one of the homes and recombined the property. In order to permit another home, the parcel must be rezoned.

The future land use designation is Rural. The Imagine 2040 Comprehensive Plan states the desired development pattern is "Active working lands, such as farms and forests, and large single-family lots or family subdivisions with a minimum lot size of ½ an acre or maximum of 2 net units per acre."

The applicant requested a Future Land Use Map Amendment from Rural to Rural Communities that was approved at Planning Commission on 02/01/2024.

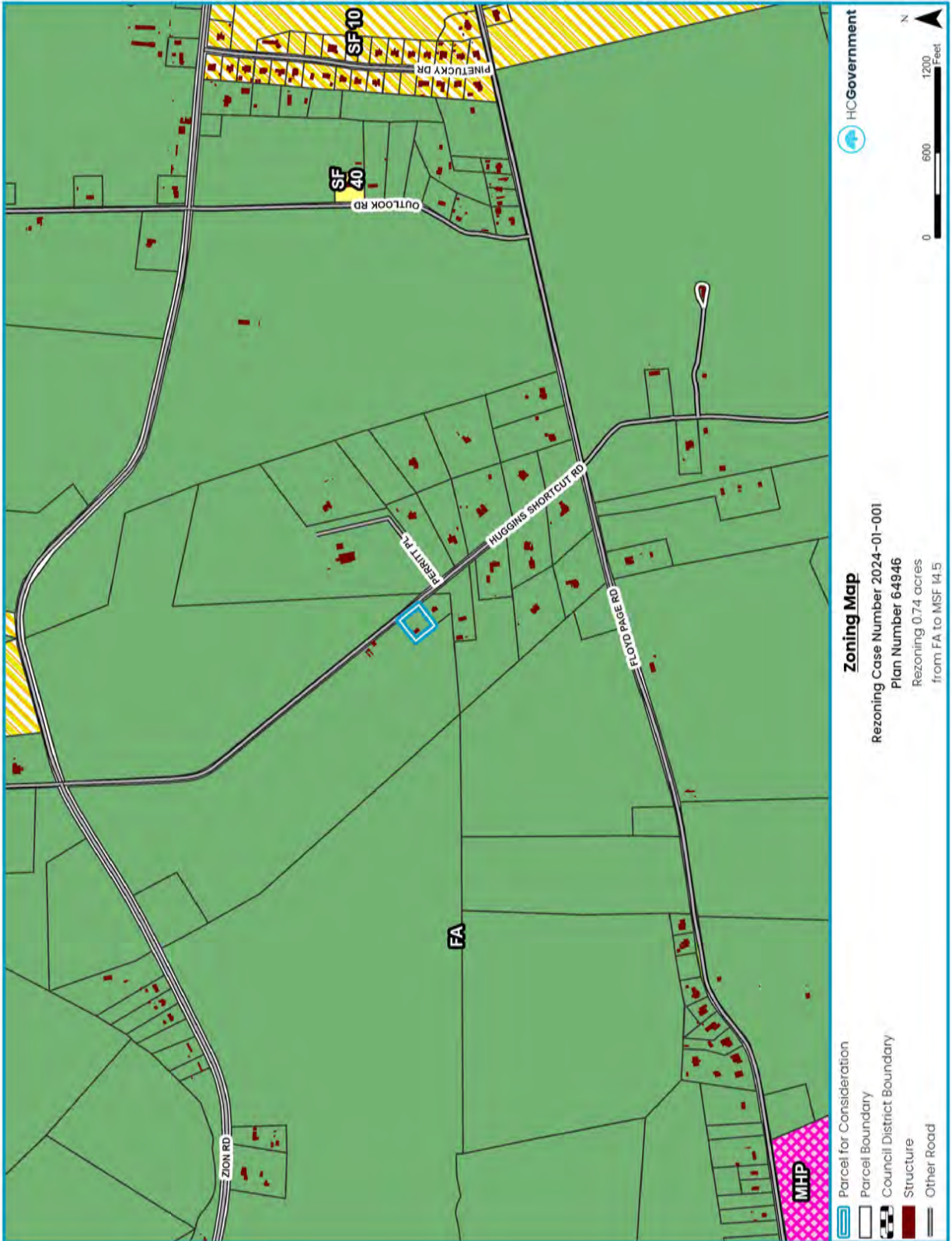
Public Comment: 02/01/2024 There was no public input. William Hucks was present to address any questions and concerns.

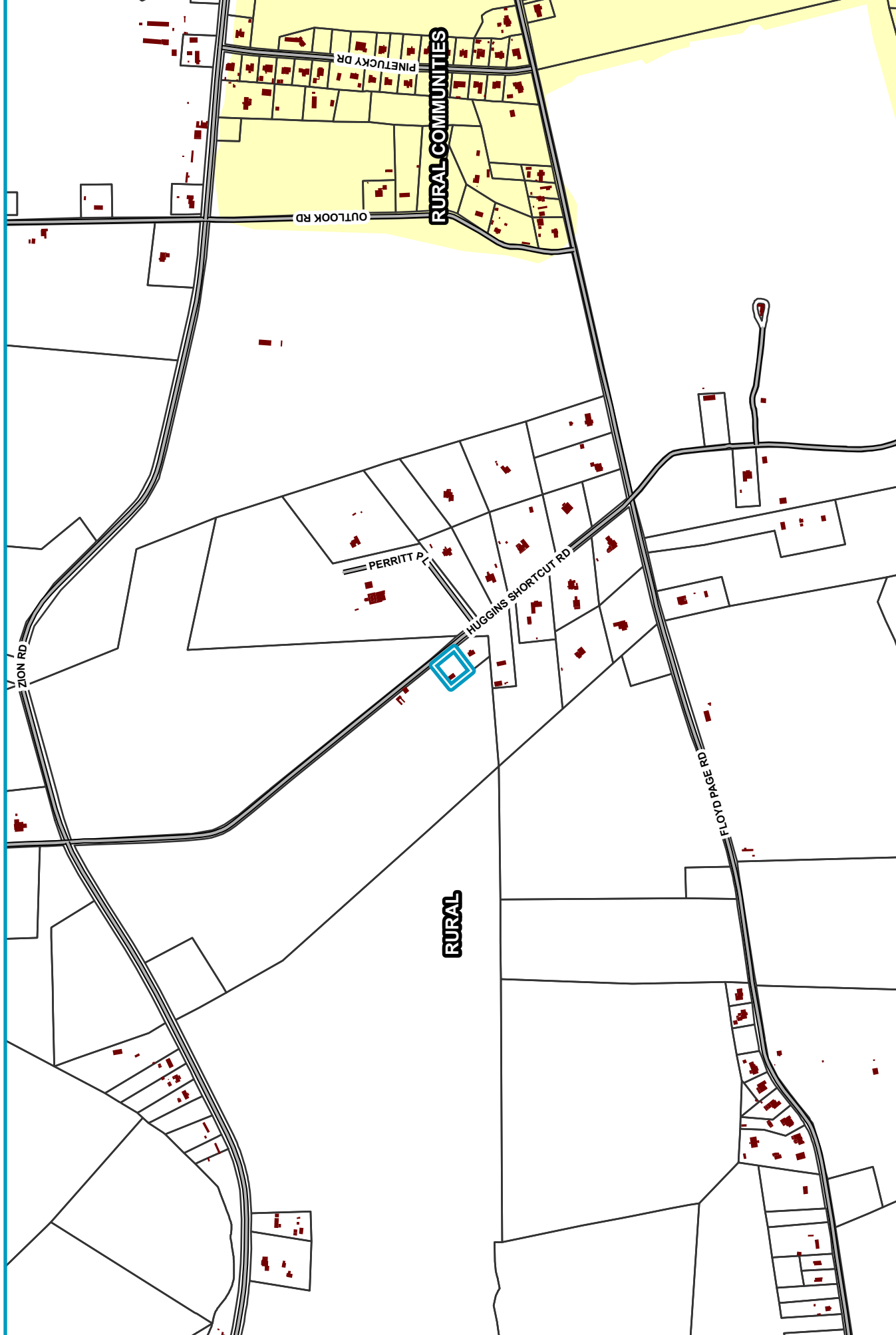
Proposed Improvements	
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TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 8		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	16 / 16	Aynor High	1,059	816	77%
Existing Road Conditions	<u>Huggins Shortcut Rd:</u> County, Paved, Two-lane	Aynor Middle	707	717	101%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 319, Station (231) 1,600 AADT 10-15 %	Aynor Elementary	714	790	111%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF 14.5	FA	FA			
Min. Lot Size (in square feet)	14,500	21,780	21,780			
Front Setback (in feet)	25	40	40			
Side Setback (in feet)	10	10	10			
Corner Side Setback (in feet)	15	15	15			
Rear Setback (in feet)	15	15	15			
Bldg. Height (in feet)	35	35	35			

Attachment A – Rezoning Maps





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

Future Land Use Map
Rezoning Case Number 2024-01-001
Plan Number 64946
Rezoning 0.74 acres
from FA to MSF 14.5



 Parcel for Consideration

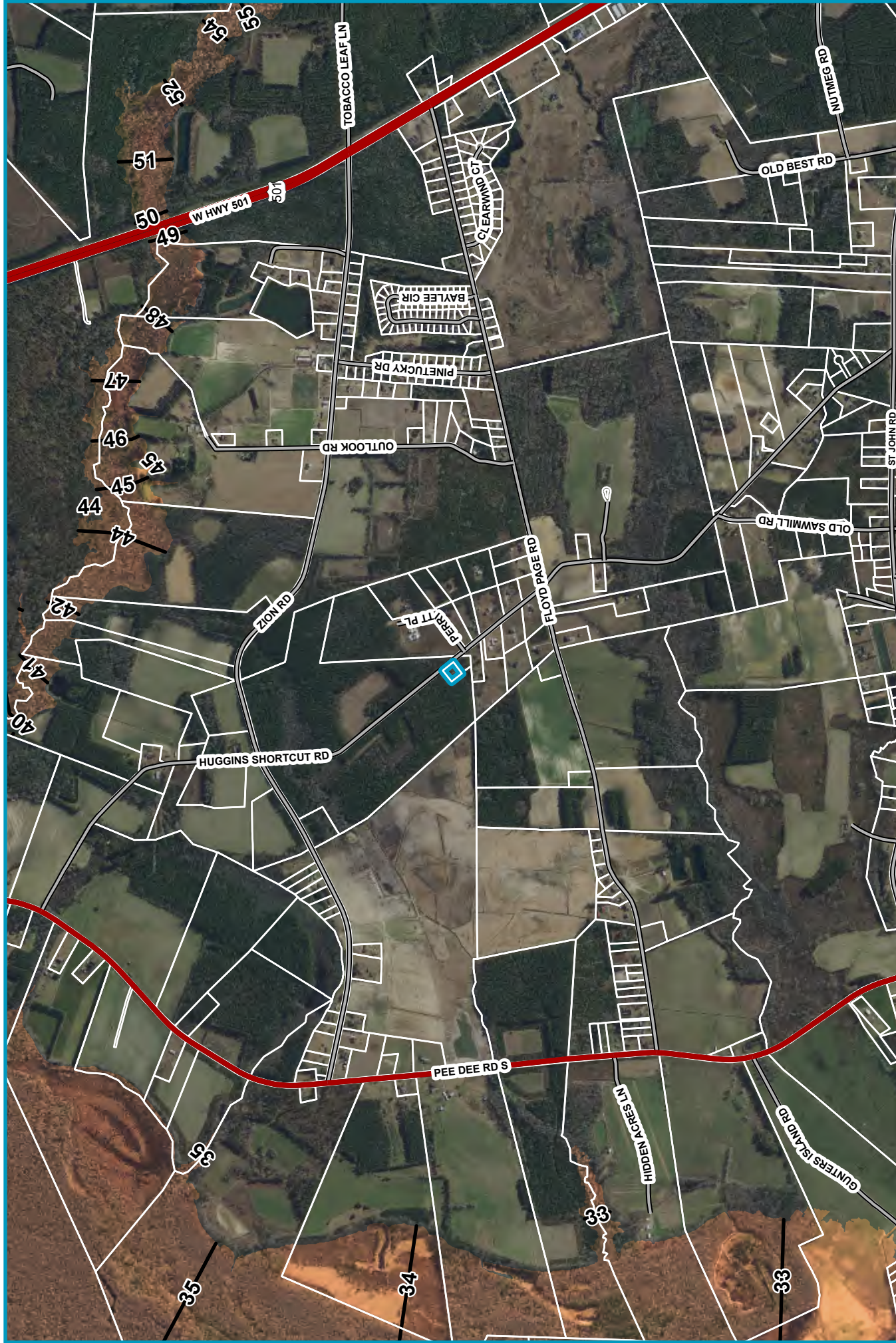
 Other Road

Aerial Map

Rezoning Case Number 2024-01-001

Plan Number 64946

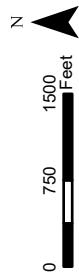
Rezoning 0.74 acres
from FA to MSF 14.5



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

Flood Map

Rezoning Case Number 2024-01-001
Plan Number 64946
Rezoning 0.74 acres
from FA to MSF 14.5





Parcel for Consideration

Public Notice

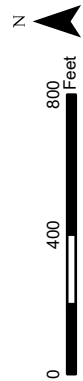
Other Road

Public Notice Map

Rezoning Case Number 2024-01-001

Plan Number 64946

Rezoning 0.74 acres
from FA to MSF 14.5



COUNTY OF HORRY

STATE OF SOUTH CAROLINA

Ordinance No. 18-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44106040037 FROM RESIDENTIAL (MSF 6) TO CONVENIENCE AND AUTO- RELATED SERVICES (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 and Auto- related Services (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 44106040037 and currently zoned Residential (MSF 6) is hereby rezoned to Convenience and Auto- related Services (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.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024
Second Reading:
Third Reading:

Public Hearing:

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Candace Bower	Rezoning Request #	2024-01-002
PIN #	441-06-04-0037	County Council District #	4- Loftus
Site Location	3741 Socastee Blvd in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Timothy Rice	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.48

ZONING INFORMATION

Current Zoning	MSF 6
Proposed Zoning	RE 3
Proposed Use	Commercial Uses
Character of the Area	Commercial & Residential

LOCATION INFORMATION

Flood Information	X
Wetland Information	N/A
Utilities	Septic
Fire in miles	2.4- Fire Station 1 (Career)
EMS in miles	2.4- Fire Station 1 (Career)

ADJACENT PROPERTIES

PDD	PDD	PDD
HC	Subject Property	HC
SF 6	MSF 6	MSF 6

COMMENTS

Comprehensive Plan District: Suburban & Commercial Corridors	Overlay/Area Plan: Socastee Blvd Overlay
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Discussion: The applicant is requesting to rezone .48 acres from MSF 6 to RE 3 to allow commercial uses. There is HC zoning on either side of the parcel and some RE 3 and RE 4 zoning in close proximity. The property currently contains 1 uninhabitable residence.

The future land use designation is Suburban and Commercial Corridor. The Imagine 2040 Comprehensive Plan recommends "Commercial development along existing commercially developed corridors with opportunities for infill and redevelopment."

This parcel is subject to the Socastee Blvd Overlay.

Some of the allowed uses in RE 3 include gas stations, self-storage, restaurants/bars, ATM, ice vending, high bulk retail, LP gas dealers, retail, grocery stores, trade shops, contractors' offices, warehouses, banks, barber shops, funeral homes, gyms, laundromat, offices, medical offices, event centers, car washes, boat services, repair services, animal services.

Public Comment: 02/01/2024 Joey Blythe and Ted Harris spoke in opposition of this request. Their concerns were flooding. Michael Masterson spoke in favor of this request. Candace Bower was present to address any questions or concerns.

Proposed Improvements	
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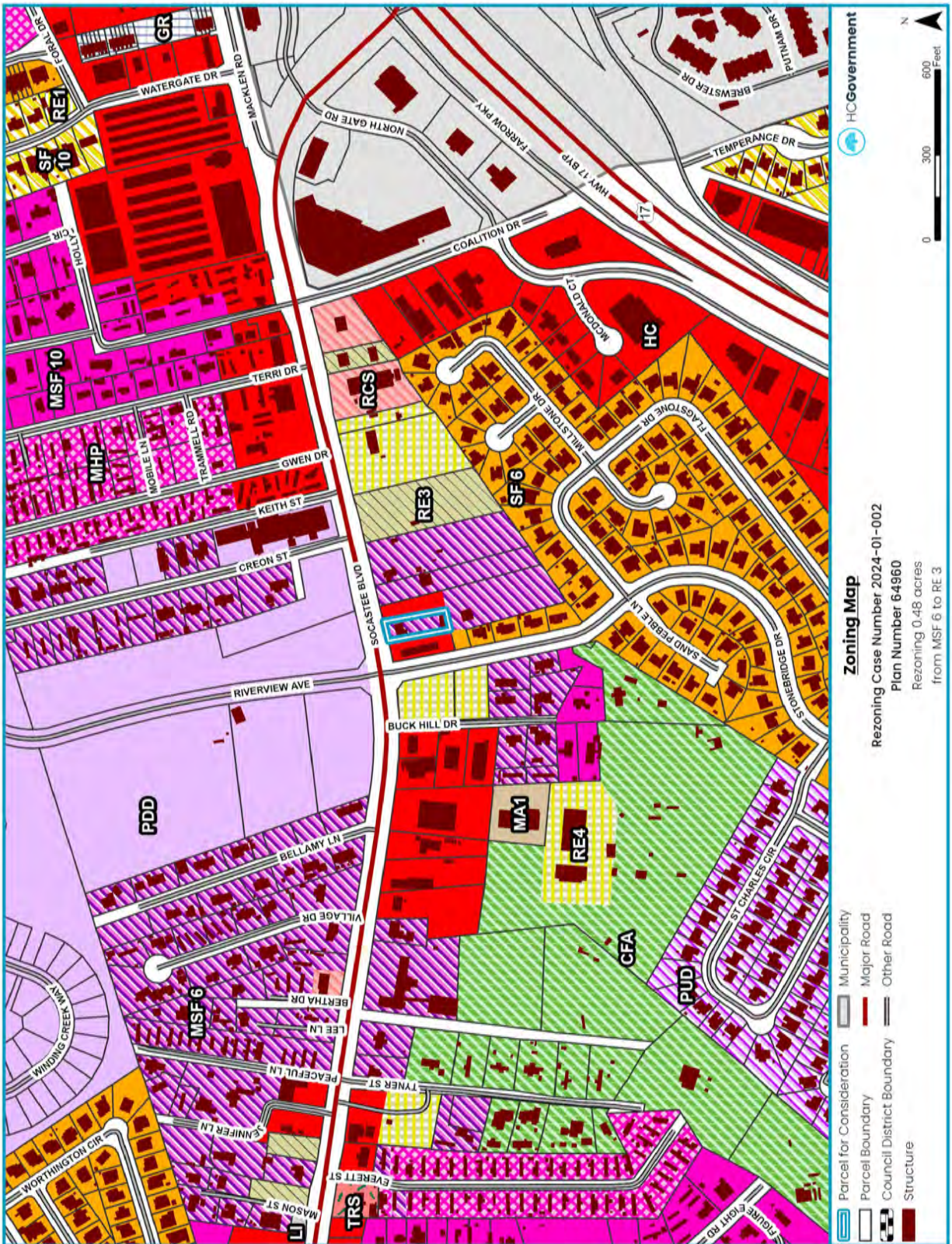
TRANSPORTATION INFORMATION

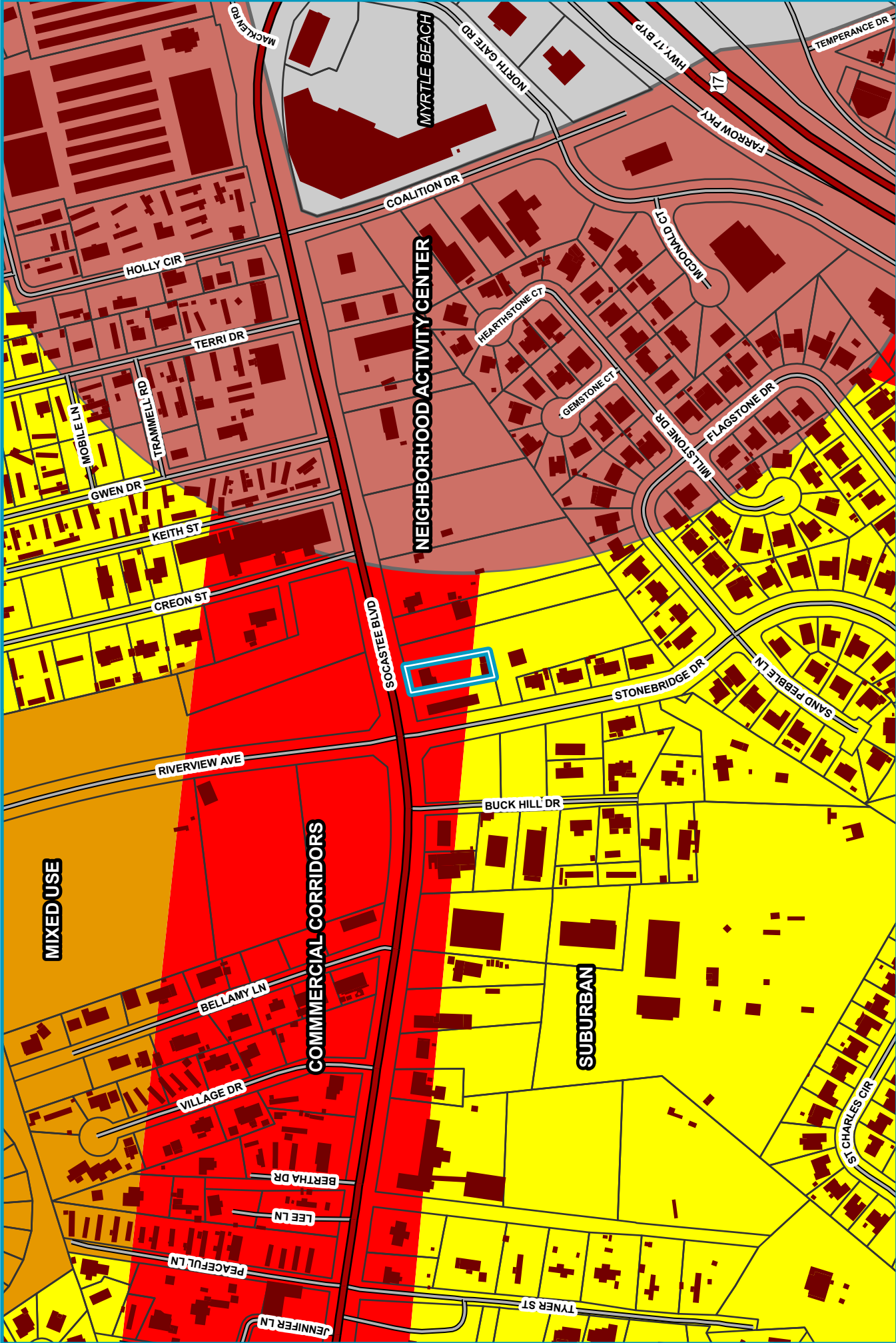
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 24		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	50 / 100	Socastee High	1,644	1,659	101%
Existing Road Conditions	Socastee Blvd: State, Paved, Four-lane Divided	Forestbrook Middle	1,086	798	73%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (249) 27,500 AADT 70-75 %	Socastee Elementary	849	803	95%

HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
DIMENSIONAL STANDARDS	RE 3	MSF 6	PDD Hague Marina (Perimeter)	HC	MSF 6	SF 6
Min. Lot Size (in square feet)	10,000	6,000	N/A	10,000	6,000	6,000
Front Setback (in feet)	50	20	25	50	20	20
Side Setback (in feet)	10	7.5	25	10	7.5	7.5
Corner Side Setback (in feet)	15	11.25	25	15	11.25	11.25
Rear Setback (in feet)	15	15	25	15	15	15
Bldg. Height (in feet)	48	35	N/A	120	35	35

Attachment A – Rezoning Maps





Future Land Use Map
 Rezoning Case Number 2024-01-002
 Plan Number 64960
 Rezoning 0.48 acres
 from MSF 6 to RE 3

Parcel for Consideration

Parcel Boundary

Structure

Municipality

Major Road

Other Road

0 200 400 Feet

N



Parcel for Consideration



Major Road



Other Road

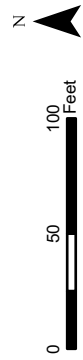


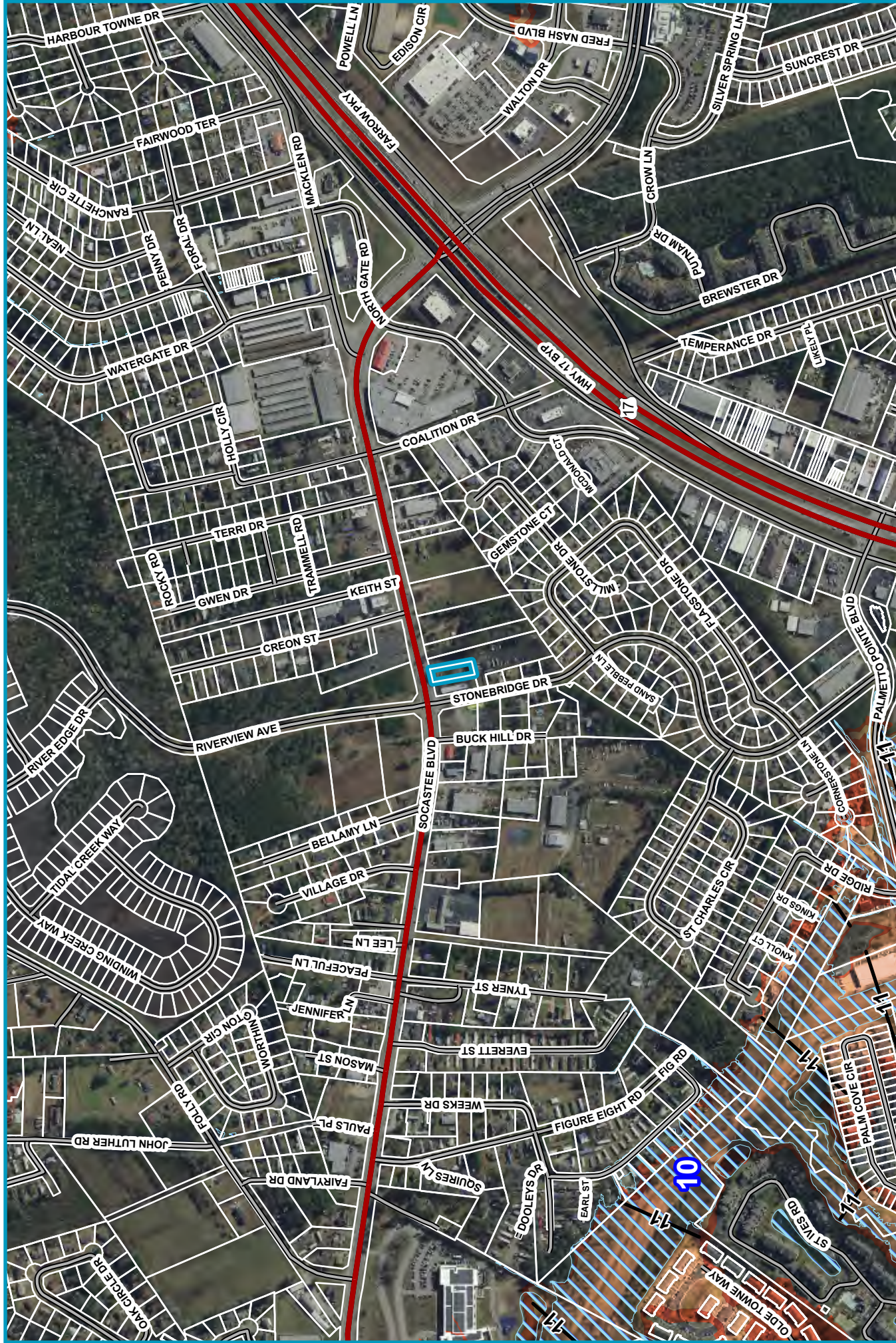
Aerial Map

Rezoning Case Number 2024-01-002

Plan Number 64960

Rezoning 0.48 acres
from MSF 6 to RE 3







HC Government

Flood Map

Rezoning Case Number 2024-01-002
Plan Number 64960
Rezoning 0.48 acres
from MSF 6 to RE 3

Parcel for Consideration

Major Road

Other Road

Supplemental Flood Zone

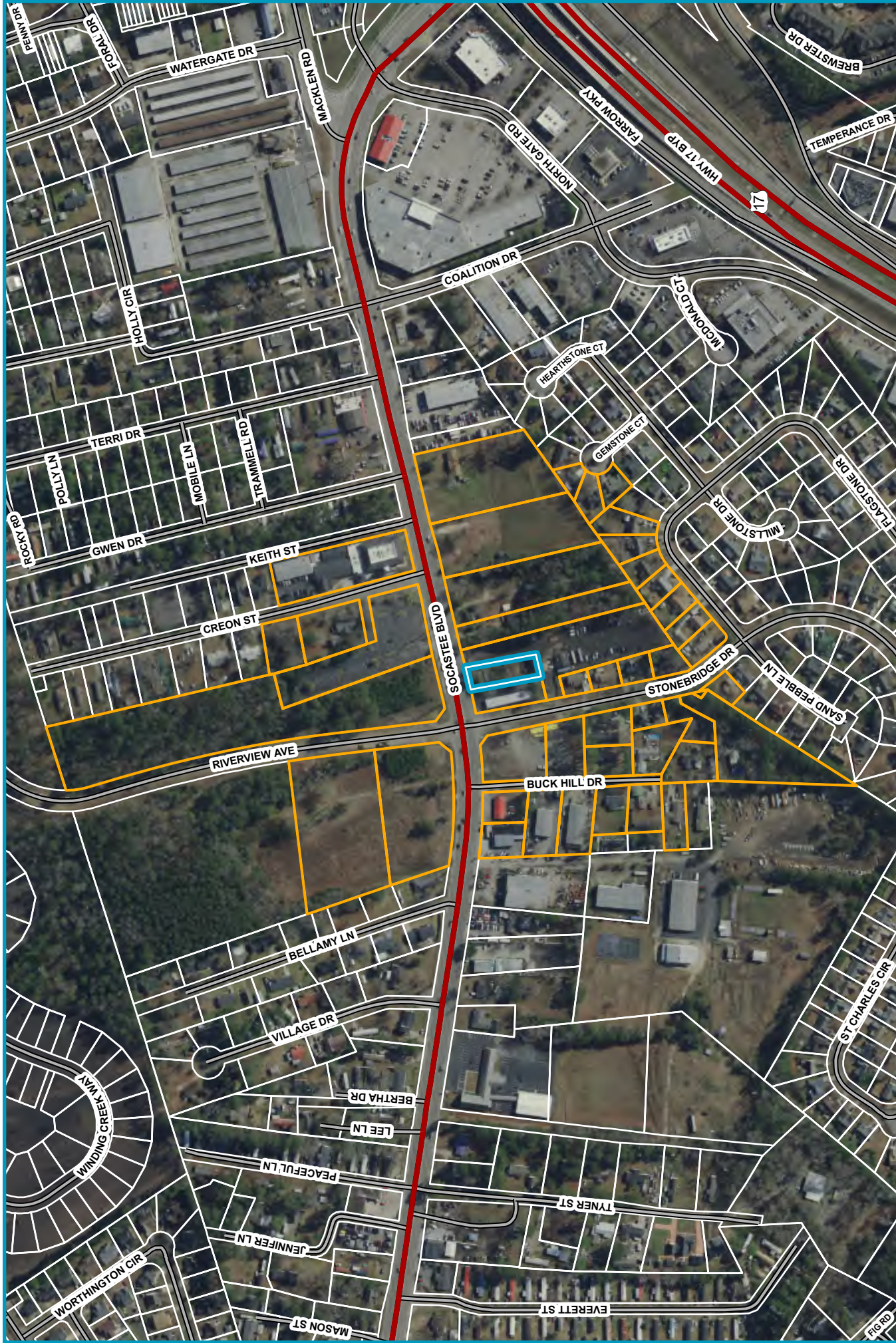
Preliminary Base Flood Elevation (BFE)


AE - Special Flood Hazard Area


0.2% Annual Chance Flood Hazard


0 300 600 Feet


N




**Parcel for Consideration**


**Public Notice**


**Major Road**

**Other Road**

**HC Government**

Public Notice Map
Rezoning Case Number 2024-01-002
Plan Number 64960
Rezoning 0.48 acres
from MSF 6 to RE 3

**N**

**0 300 600 Feet**

COUNTY OF HORRY

)

Ordinance No. 20-2024

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 26705020014 FROM RESIDENTIAL (MSF 10) TO RESIDENTIAL (MSF 7)

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 Residential (MSF 7) 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 26705020014 and currently zoned Residential (MSF 10) is hereby rezoned to Residential (MSF 7) , 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.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024

Second Reading:

Third Reading:

Public Hearing:

#2023-01-003 Bennie Vereen Jr

I HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION			
Applicant	Bennie Vereen Jr	Rezoning Request #	2024-01-003
PIN #	267-05-02-0014	County Council District #	9- Causey
Site Location	Radius Rd in Longs	Staff Recommendation	Approval
Property Owner	Bennie Vereen Jr	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	0.37

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	MSF 10	Flood Information	X	MSF 10	MSF 10	MSF 10
Proposed Zoning	MSF 7	Wetland Information	N/A	MSF 10	Subject Property	MSF 10
Proposed Use	2 SF homes	Utilities	Public	MSF 10	MSF 10	MSF 10
Character of the Area	Residential	Fire in miles	3.17- Fire Station 13 (Career)			
		EMS in miles	3.17- Fire Station 13 (Career)			

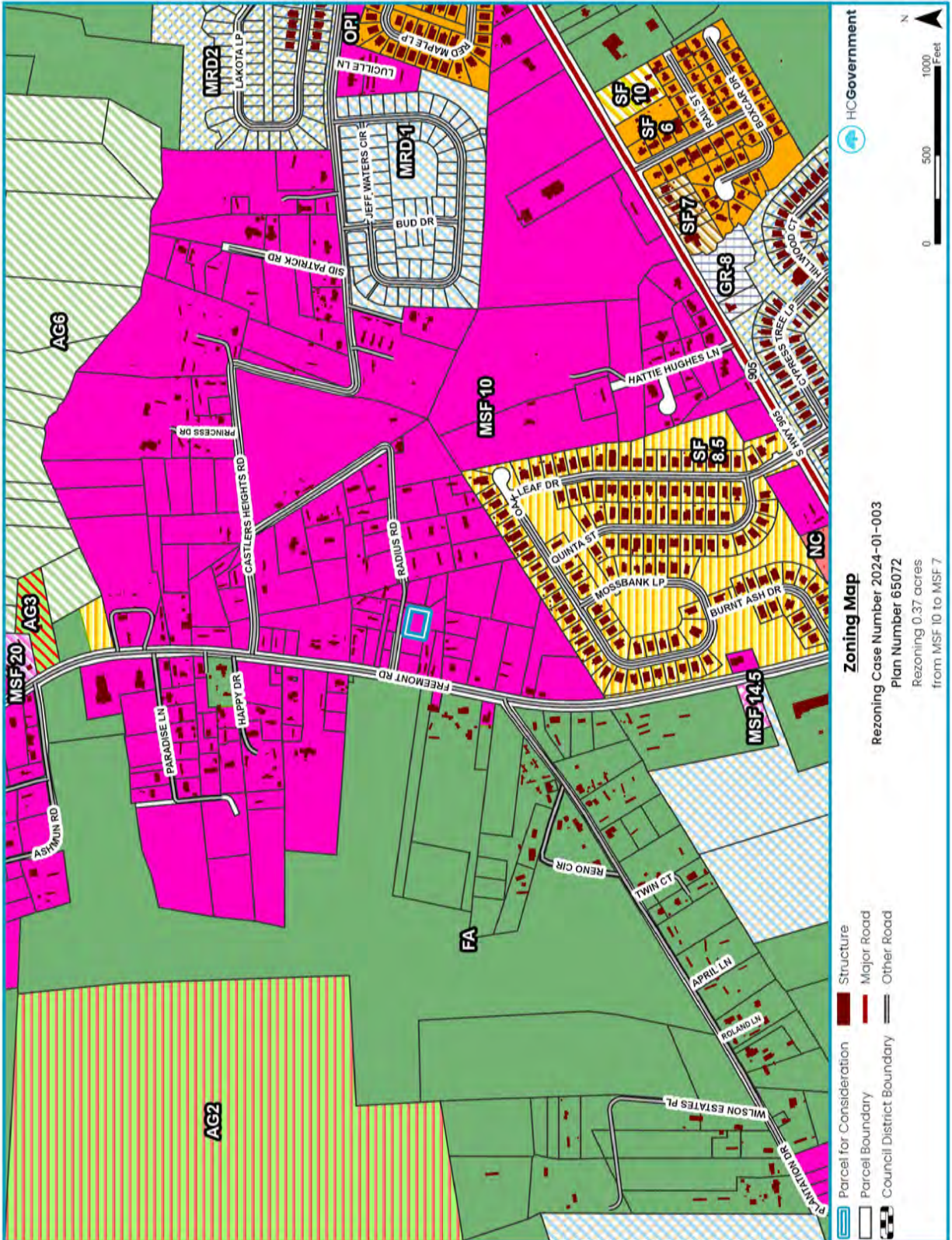
COMMENTS	
Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
<p>Discussion: The applicant is requesting to rezone .37 acres (16,143 sq ft) from MSF 10 to MSF 7 to allow 2 single family homes. The parcel is surrounded by residential zoning. This area consists predominantly of mobile homes, with the exception of Anchors Bend and Longview.</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."</p> <p>The applicant requested a Future Land Use Map Amendment from Rural Communities to Suburban that was approved at Planning Commission on 02/01/2024.</p> <p>Public Comment: 02/01/2024 There was no public input. Bennie Vereen Jr. was present to address any questions and concerns.</p>	

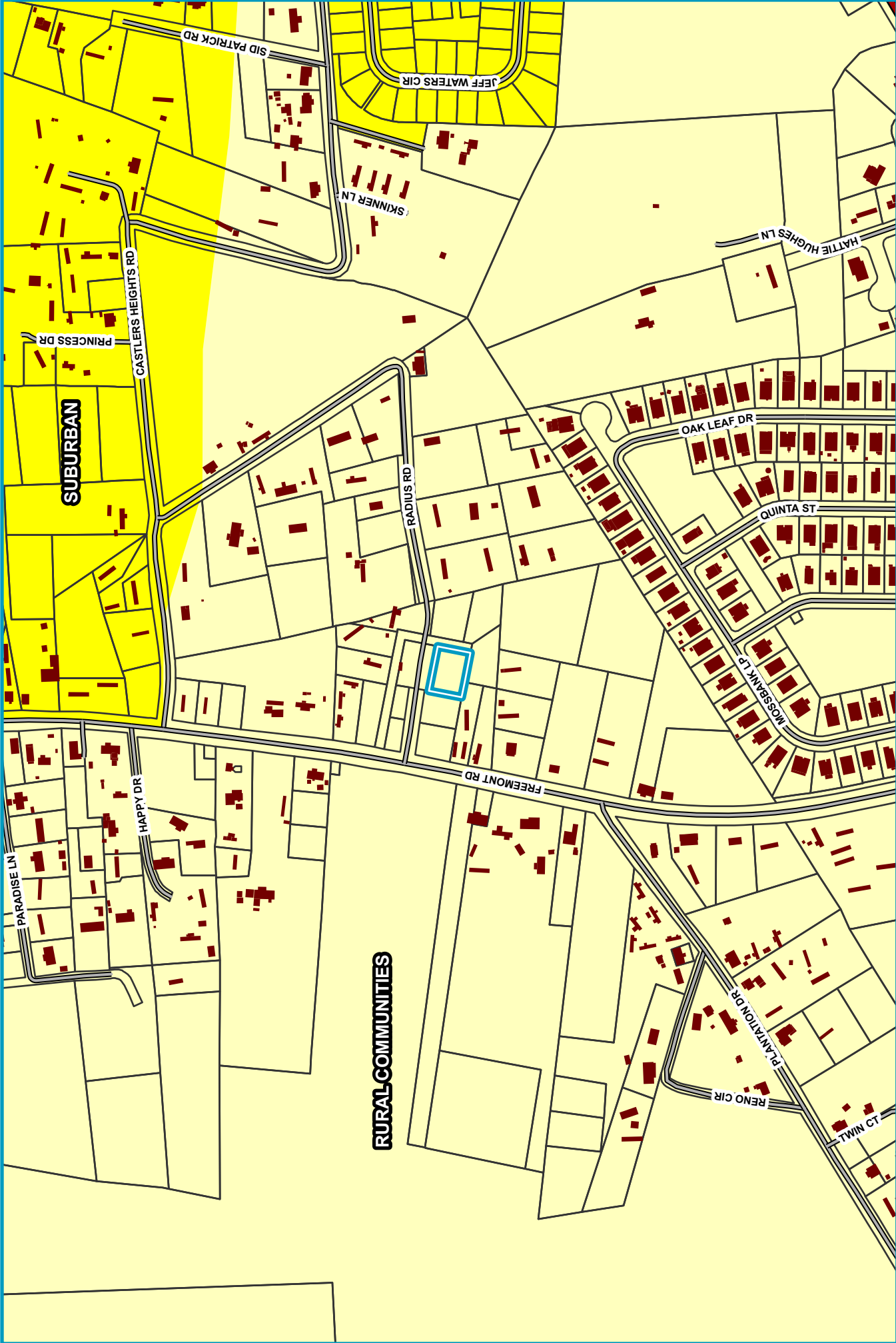
Proposed Improvements	
------------------------------	--

TRANSPORTATION INFORMATION		HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 8		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	16 / 16	Loris High	1,059	804	76%
Existing Road Conditions	Radius Rd: County, Paved, Two-lane	Loris Middle	859	724	84%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 905, Station (252) 6,900 AADT 45-50 %	Daisy Elementary	682	626	92%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF 7	MSF 10	MSF 10			
Min. Lot Size (in square feet)	7,000	10,000	10,000			
Front Setback (in feet)	25	25	25			
Side Setback (in feet)	10	10	10			
Corner Side Setback (in feet)	15	15	15			
Rear Setback (in feet)	15	15	15			
Bldg. Height (in feet)	35	35	35			

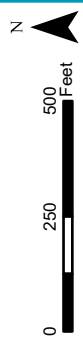
Attachment A – Rezoning Maps

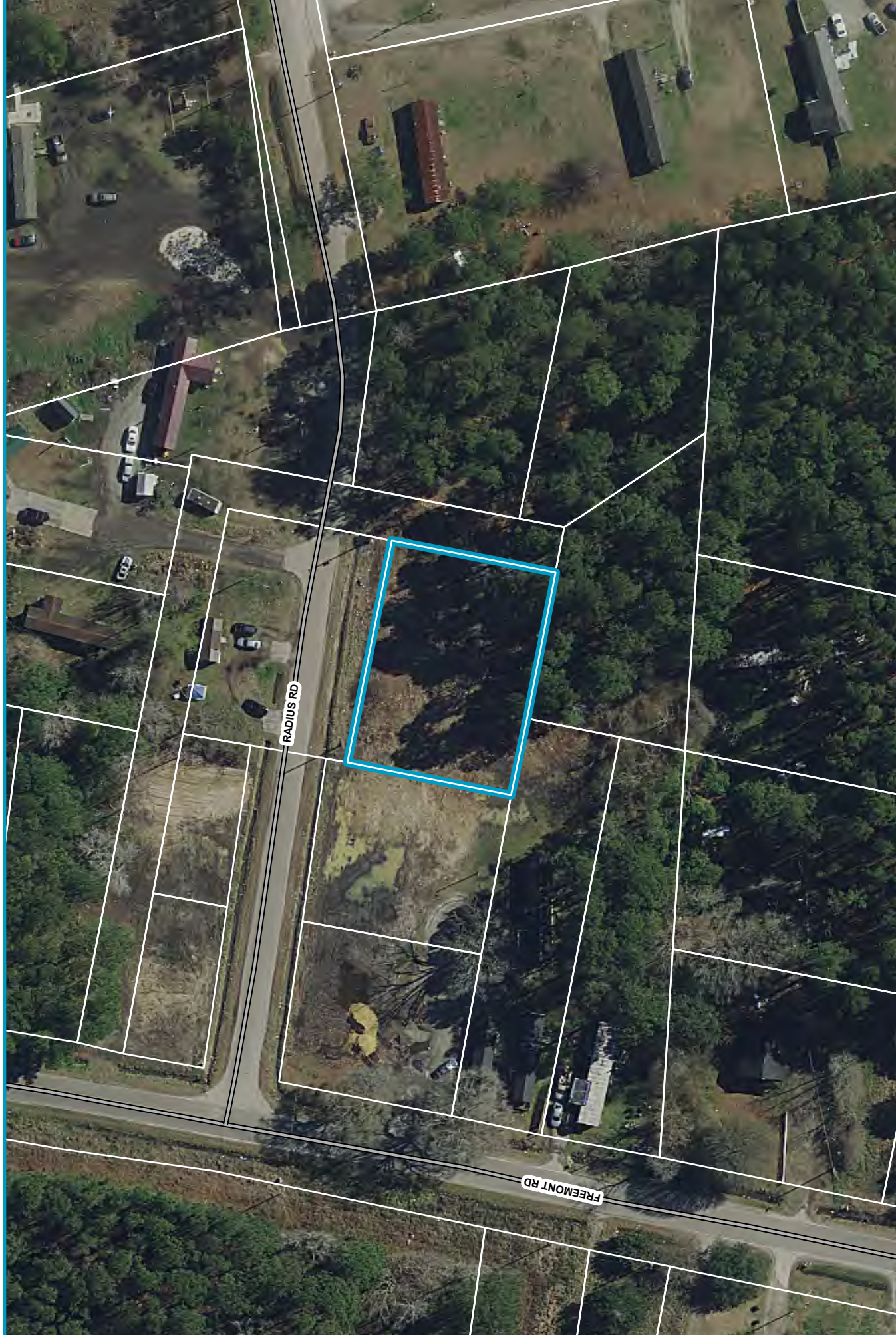





- Parcel for Consideration
- Parcel Boundary
- Structure
- Major Road
- Other Road

Future Land Use Map
Rezoning Case Number 2024-01-003
Plan Number 65072
Rezoning 0.37 acres
from MSF 10 to MSF 7





 Parcel for Consideration

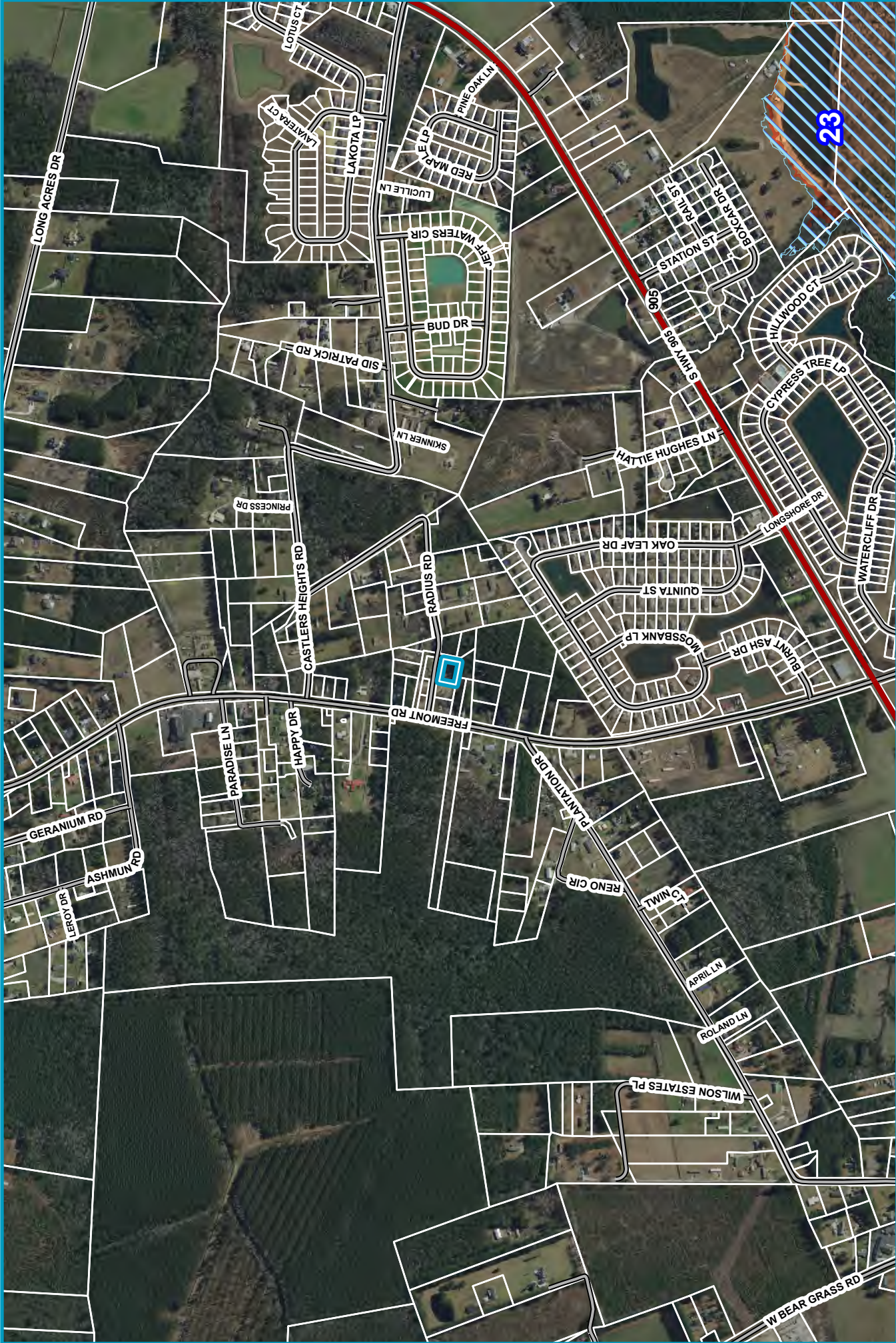
 Other Road

Aerial Map

Rezoning Case Number 2024-01-003

Plan Number 65072

Rezoning 0.37 acres
from MSF 10 to MSF 7



**Parcel for Consideration**

**Major Road**

**Other Road**

**Supplemental Flood Zone**

**AE - Special Flood Hazard Area**

**0.2% Annual Chance Flood Hazard**

**HC Government**

Flood Map

Rezoning Case Number 2024-01-003

Plan Number 65072

Rezoning 0.37 acres
from MSF 10 to MSF 7

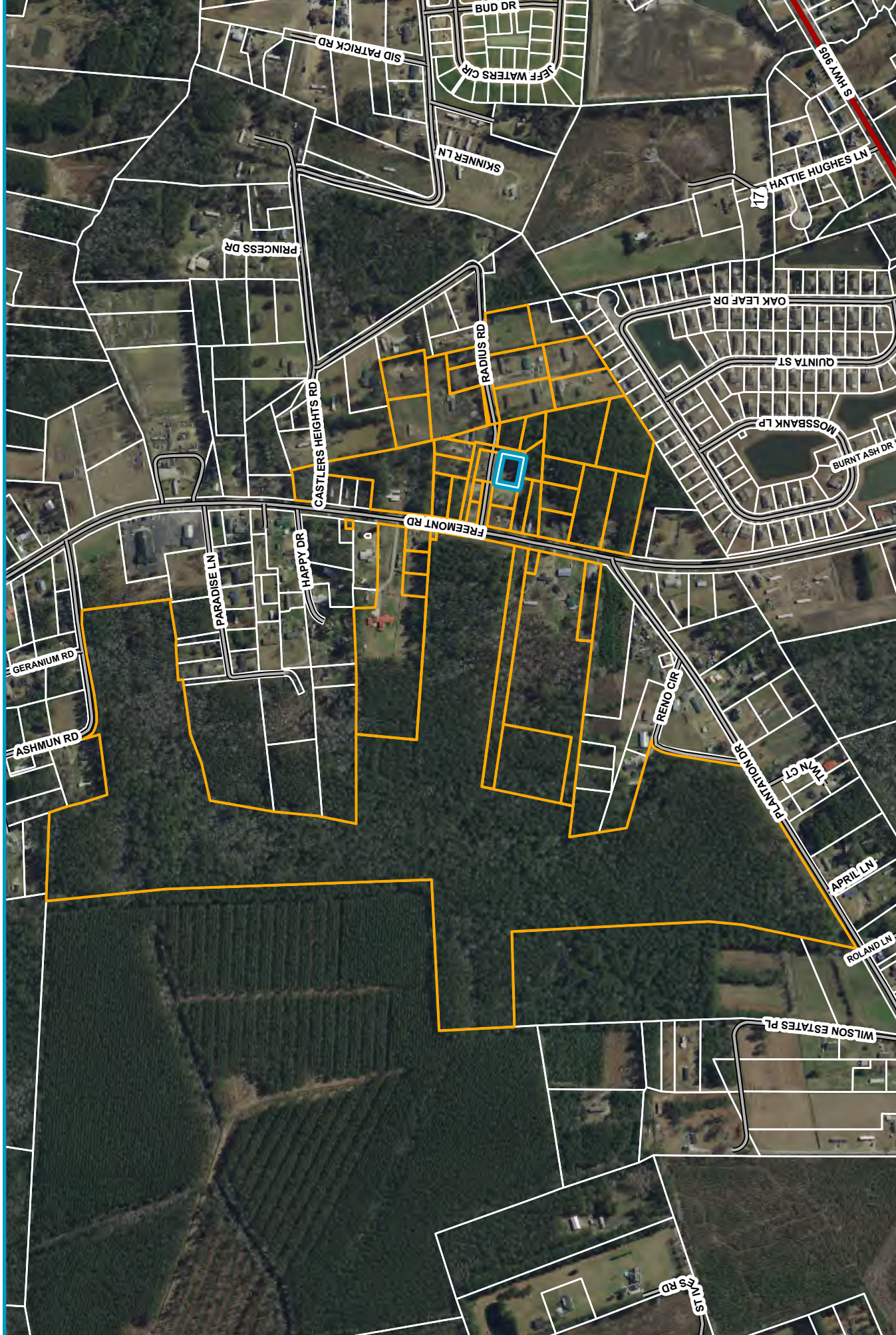
**N**


0


375


750


Feet



 Parcel for Consideration


 Public Notice


 Major Road

 Other Road

Public Notice Map

Rezoning Case Number 2024-01-003
Plan Number 65072
Rezoning 0.37 acres
from MSF 10 to MSF 7

HC Government

0 475 950 Feet

COUNTY OF HORRY

)

Ordinance No. 22-2024

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 45906030015 FROM RESIDENTIAL (SF 6) TO CONVENIENCE AND AUTO-RELATED SERVICES (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 (SF 6) to Convenience and Auto- related Services (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 45906030015 and currently zoned Residential (SF 6) is hereby rezoned to Convenience and Auto- related Services (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.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024

Second Reading:

Third Reading:

Public Hearing:

#2024-01-006 Emad Wahba

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION

Applicant	Emad Wahba	Rezoning Request #	2024-01-006
PIN #	459-06-03-0015	County Council District #	4- Loftus
Site Location	1251 Dick Pond Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Emad Wahba	PC Recommendation	Approval (7:1)
		Size (in acres) of Request	.66

ZONING INFORMATION

Current Zoning	SF 6
Proposed Zoning	RE 3
Proposed Use	Commercial Strip Mall
Character of the Area	Residential and Commercial

LOCATION INFORMATION

Flood Information	X
Wetland Information	N/A
Utilities	Public
Fire in miles	1.9- Fire Station 31 (Career)
EMS in miles	1.9- Fire Station 31 (Career)

ADJACENT PROPERTIES

SF 6	SF 6	HC
SF 6	Subject Property	HC
SF 6	SF 6	HC

COMMENTS

Comprehensive Plan District: Suburban	Overlay/Area Plan: East Highway 544 Overlay
--	--

Discussion: The applicant is requesting to rezone .66 acres from SF 6 to RE 3 to allow a commercial strip mall. There is a significant amount of Highway Commercial along Highway 544 to the south and the commercial portion of the Prestwick PUD just to the north across Highway 544.

The parcel was previously attempted to be rezoned to RE 2 (2005-07-008) to be developed commercially. This request was denied at 2nd reading with County Council.

This project is subject to the East Highway 544 Overlay.

The future land use designation is Suburban. The Imagine 2040 Comprehensive Plan states the desired development pattern is "Neighborhood commercial and services may also be located along major arterial roadways, along SCDOT business and bypass routes and along Commercial Corridors, provided that the property is adequately sized to support the proposed use and development requirements."

Some of the allowed uses in RE 3 include gas stations, self-storage, restaurants/bars, ATM, ice vending, high bulk retail, LP gas dealers, retail, grocery stores, trade shops, contractors' offices, warehouses, banks, barber shops, funeral homes, gyms, laundromat, offices, medical offices, event centers, car washes, boat services, repair services, animal services.

Public Comment: 02/01/2024 Patricia Balazs, Bryon McGraw, and Steven Theiss spoke in opposition of this request. Their concerns were noise, crime, traffic, and buffers. Emad Wahba was present to address any questions and concerns.

Proposed Improvements	
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TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 32
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	380 / 1,500
Existing Road Conditions	<u>Highway 544:</u> State, Paved, Four-lane, Divided
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 544, Station (240) 30,500 AADT 75-80 %

HORRY COUNTY SCHOOLS FUNCTIONAL CAPACITY

	Functional Capacity	2023-2024 ADM	Percent Capacity
Socastee High	1,644	1,659	101%
Socastee Middle	909	557	61%
Lakewood Elementary	1,006	827	82%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE 3	SF 6	SF 6	HC		
Min. Lot Size (in square feet)	10,000	6,000	6,000	10,000		
Front Setback (in feet)	50	20	20	50		
Side Setback (in feet)	10	7.5	7.5	10		
Corner Side Setback (in feet)	15	11.25	11.25	15		
Rear Setback (in feet)	15	15	15	15		
Bldg. Height (in feet)	48	35	35	120		

Zoning Map


Resoning Case Number 2024-01-006
Plan Number 65013
Rezoning 0.66 acres
from SF 6 to RE 3


Legend:


- Municipality
- Parcel Boundary
- Council District Boundary
- Structure


Scale: 0 480 960 Feet





**Parcel for Consideration**

**Municipality**

**Parcel Boundary**

**Major Road**


**Structure**


**Other Road**

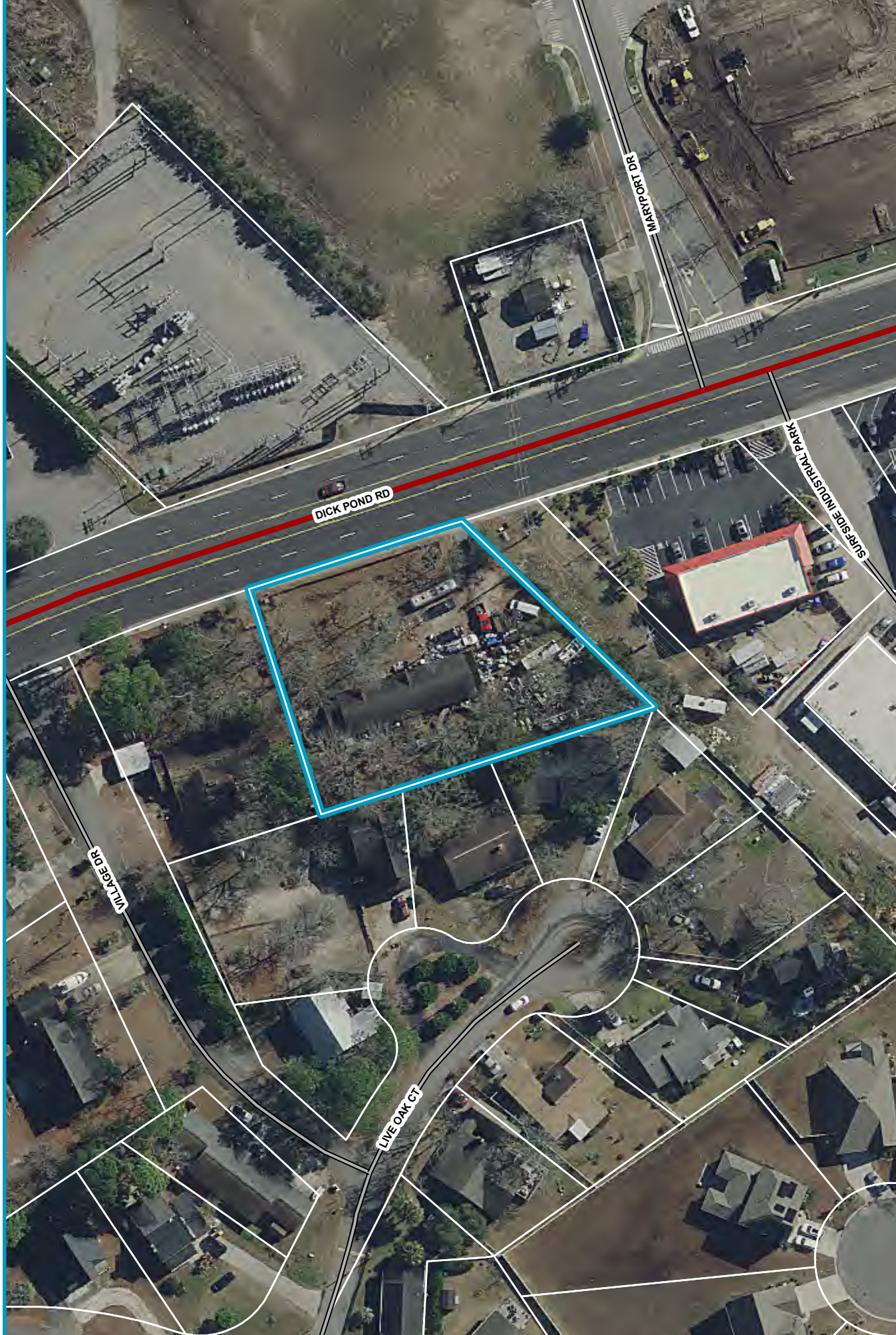
Future Land Use Map

Rezoning Case Number 2024-01-006
Plan Number 65013

Rezoning 0.66 acres
from SF 6 to RE 3

**HC Government**


0 400 800 Feet



Parcel for Consideration

Major Road

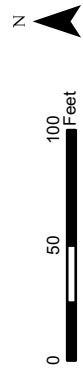
Other Road

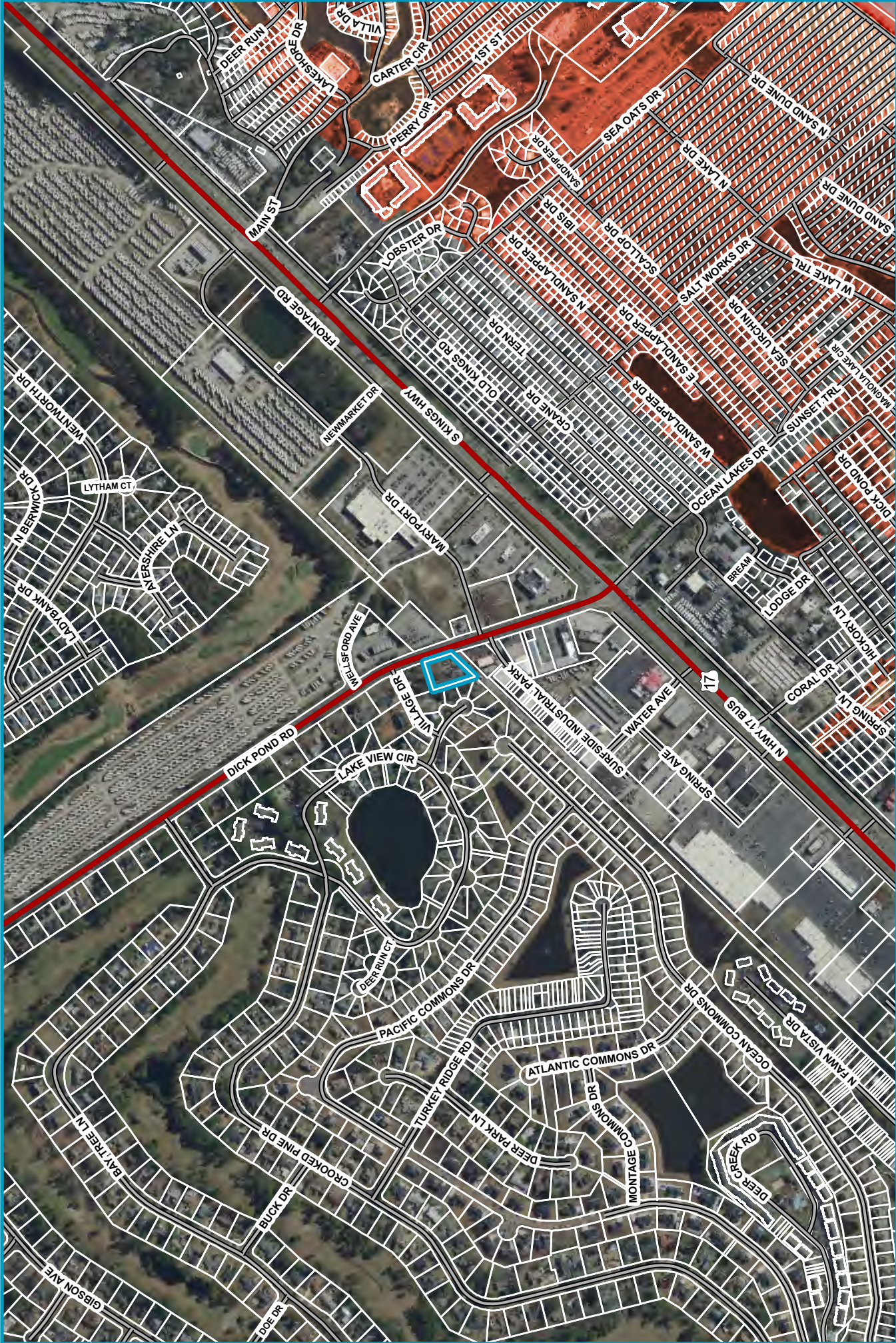
Aerial Map




Rezoning Case Number 2024-01-006

Plan Number 65013

Rezoning 0.66 acres
from SF 6 to RE 3








Parcel for Consideration

Major Road

Other Road

Major Waterbody



AE - Special Flood Hazard Area

0.2% Annual Chance Flood Hazard

VE

Flood Map

Rezoning Case Number 2024-01-006


Plan Number 65013

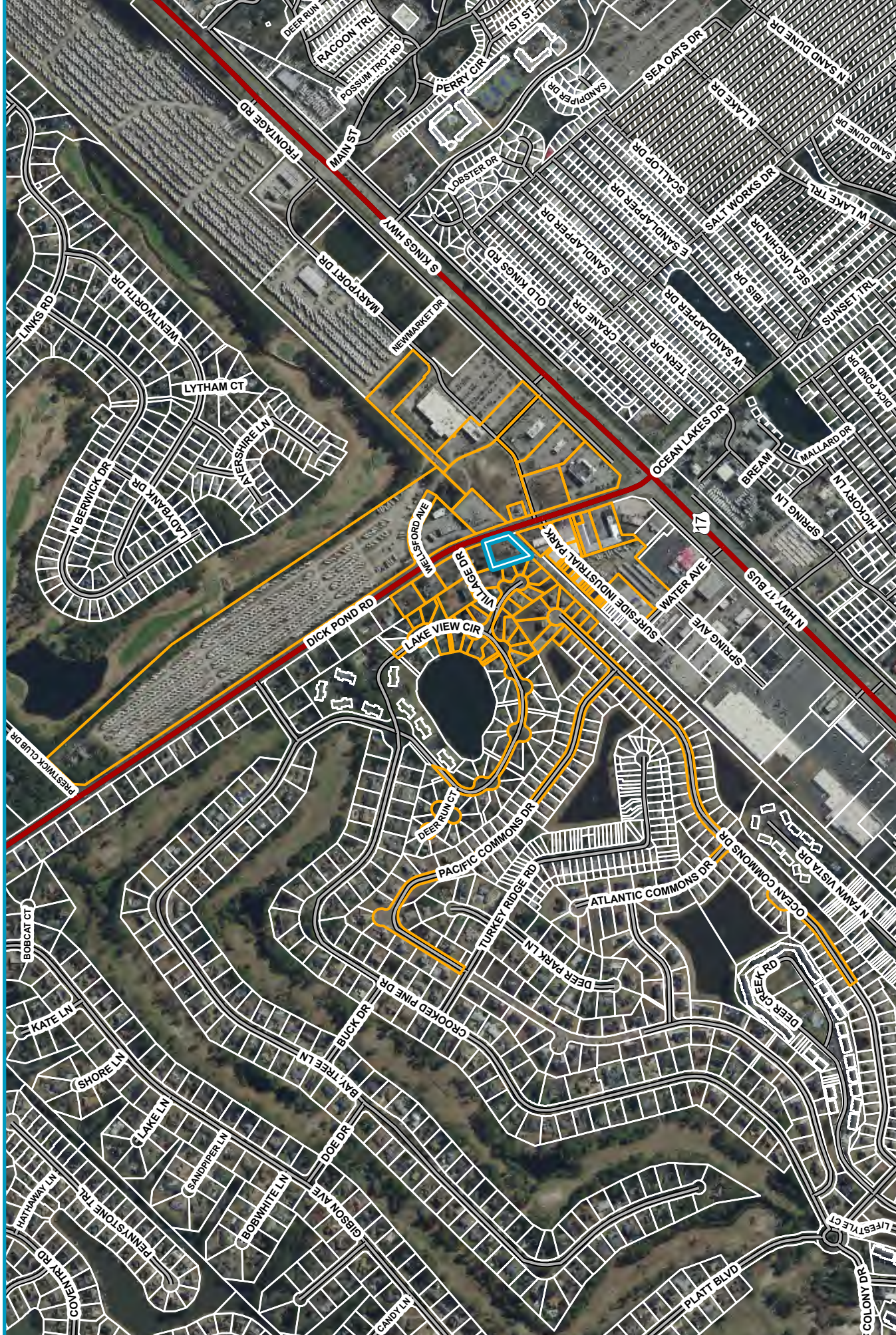
Rezoning 0.66 acres
from SF 6 to RE 3



HC Government

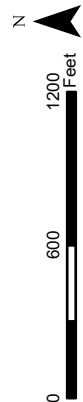
0 330 660 Feet





Public Notice Map

Rezoning Case Number 2024-01-006
Plan Number 65013
Rezoning 0.66 acres
from SF 6 to RE 3



COUNTY OF Horry)
STATE OF SOUTH CAROLINA)

Ordinance No. 23-2024

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR Horry COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44108030018 FROM CONVENIENCE AND AUTO- RELATED SERVICES (RE 3) TO RESIDENTIAL (MSF 6)

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 Convenience and Auto- related Services (RE 3) to Residential (MSF 6) 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 44108030018 and currently zoned Convenience and Auto- related Services (RE 3) is hereby rezoned to Residential (MSF 6), 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.

Dated this _____ day of _____, 2024.

Horry County Council

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024

Second Reading:

Third Reading:

Public Hearing:

#2024-01-007 Annette Brown Mishoe

HORRY COUNTY REZONING REVIEW SHEET

PROPERTY INFORMATION			
Applicant	Annette Brown Mishoe	Rezoning Request #	2024-01-007
PIN #	441-08-03-0018	County Council District #	4- Loftus
Site Location	Socastee Blvd & Folly Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner	Annette Brown Mishoe	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.82

ZONING INFORMATION		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	RE 3	Flood Information	X	CFA	CFA	CFA
Proposed Zoning	MSF 6	Wetland Information	N/A	HC	Subject Property	MSF 10
Proposed Use	Residential	Utilities	Public	SF 10	SF 10	HC
Character of the Area	Residential	Fire in miles	2.7 – Myrtle Beach Fire Station 4 (Career)			
		EMS in miles	2.7 – Myrtle Beach Fire Station 4 (Career)			

COMMENTS	
Comprehensive Plan District: Commercial Corridors	Overlay/Area Plan: Airport Environs Overlay and Socastee Blvd Overlay
<p>Discussion: The applicant is requesting to rezone .82 acres from RE 3 to MSF 6. The property currently contains one stick built home and 5 manufactured homes. The existing zoning doesn't allow residential uses. The owner is requesting to rezone, in order to bring the parcel closer to compliance with zoning regulations.</p> <p>The property was previously rezoned from MSF 10 (MR 4) to RE 3 (2006-10-004) to be sold and developed commercially.</p> <p>This parcel is within the Airport Environs Overlay and the Socastee Blvd Overlay.</p> <p>The future land use designation is Commercial Corridors. The Imagine 2040 Comprehensive Plan states the desired development pattern is "Commercial development along existing commercially developed corridors with opportunities for infill and redevelopment."</p>	
Public Comment: 02/01/2024 There was no public input. Annette Brown Mishoe was present to address any 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	38 / 1,350		Functional Capacity	2023-2024 ADM	Percent Capacity
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	28 / 40	Socastee High	1,644	1,659	101%
Existing Road Conditions	Socastee Blvd: State, Paved, Four- lane, Divided Folly Rd: County, Paved, Two- lane	Socastee Middle	909	557	61%
Rd, Station, Traffic AADT (2021) % Road Capacity	SC 707, Station (249) 27,500 AADT 70-75 %	Socastee Elementary	849	803	95%

DIMENSIONAL STANDARDS	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF 6	RE 3	CFA	MSF 10	HC	SF 10
Min. Lot Size (in square feet)	6,000	10,000	21,780	10,000	6,000	10,000
Front Setback (in feet)	20	50	40	25	20	25
Side Setback (in feet)	7.5	10	10	10	10	10
Corner Side Setback (in feet)	11.25	15	15	15	15	15
Rear Setback (in feet)	15	15	15	15	15	15
Bldg. Height (in feet)	35	48	35	35	35	35

Energov #: 65142 Advertisement & Mailout Date: 01-11-2024 Date Posted: 01-10-2024 # Property Owners Notified: 24 Report Date: 12-29-23 BY: KPT

Zoning Map

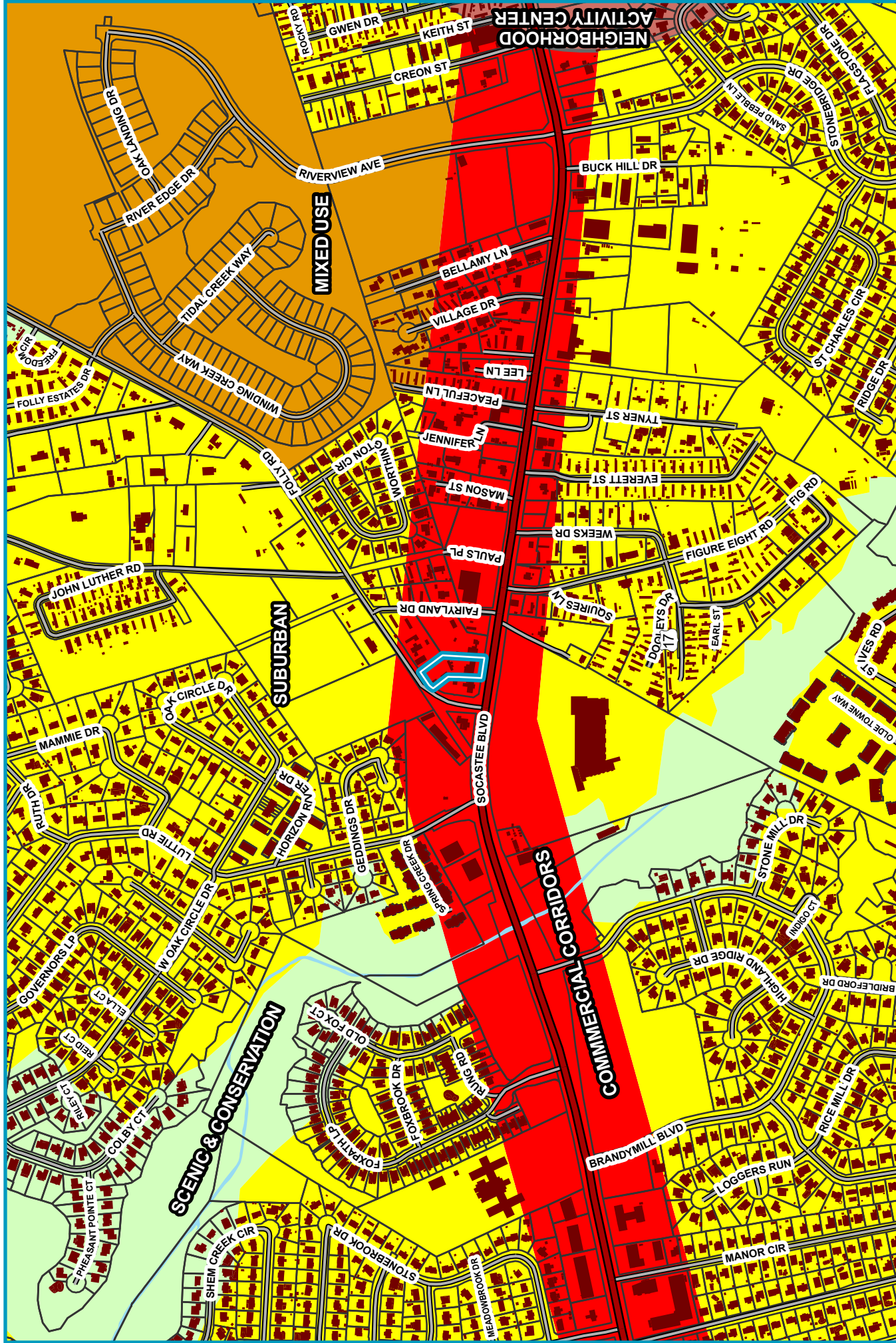
Rezoning Case Number 2024-01-007
Plan Number 65142
Rezoning 0.82 acres from RE 3 to MSF 6


Legend:

- Parcel for Consideration
- Parcel Boundary
- Council District Boundary
- Structure
- Waterbody
- Major Road
- Other Road


Districts shown: SF 6, MA 1, CFA, TRS, MHP, PUD, RE 4, GR 7, OPI, PR 1, HC, District 4, District 6.


Streets shown: RIVERVIEW AVE, BUCK HILL DR, VILLAGE DR, JENNIFER LN, PAULS PL, FAIRLAND DR, LUTTIE RD, W OAK CIRCLE DR, COLBY CT, GOVERNORS DR, ELLA CT, COLBY CT-2, SHEEN CREEK DR, FOXPATH LP, RING RD, SOLESTE RD, MANOR CIR, LOGGERS RUN, HIGHLAND RIDGE DR, STONE MILL DR, GRANDVIEW BLVD, SUE MILL DR, EARL ST, COOLEYS DR, WEEKS DR, TYNER ST, EVERETT ST, PEACEFUL LN, LEE LN, BELLAMY LN, TIDAL CREEK WAY, WINDING CREEK WAY, JOHN LUTHER RD, OAK LANDING DR, RIVER EDGE DR, OAK CIRCLE DR, MAINMERE DR, GEDDINGS DR, HORIZON DR, SPRING CREEK DR.





**HC Government**


Future Land Use Map
Rezoning Case Number 2024-01-007
Plan Number 65142
Rezoning 0.82 acres
from RE 3 to MSF 6


 Parcel for Consideration


 Parcel Boundary

 Structure

 Waterbody

 Major Road

 Other Road


0 400 800 Feet



Parcel for Consideration

Major Road

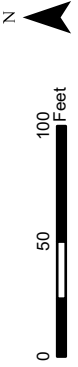
Other Road

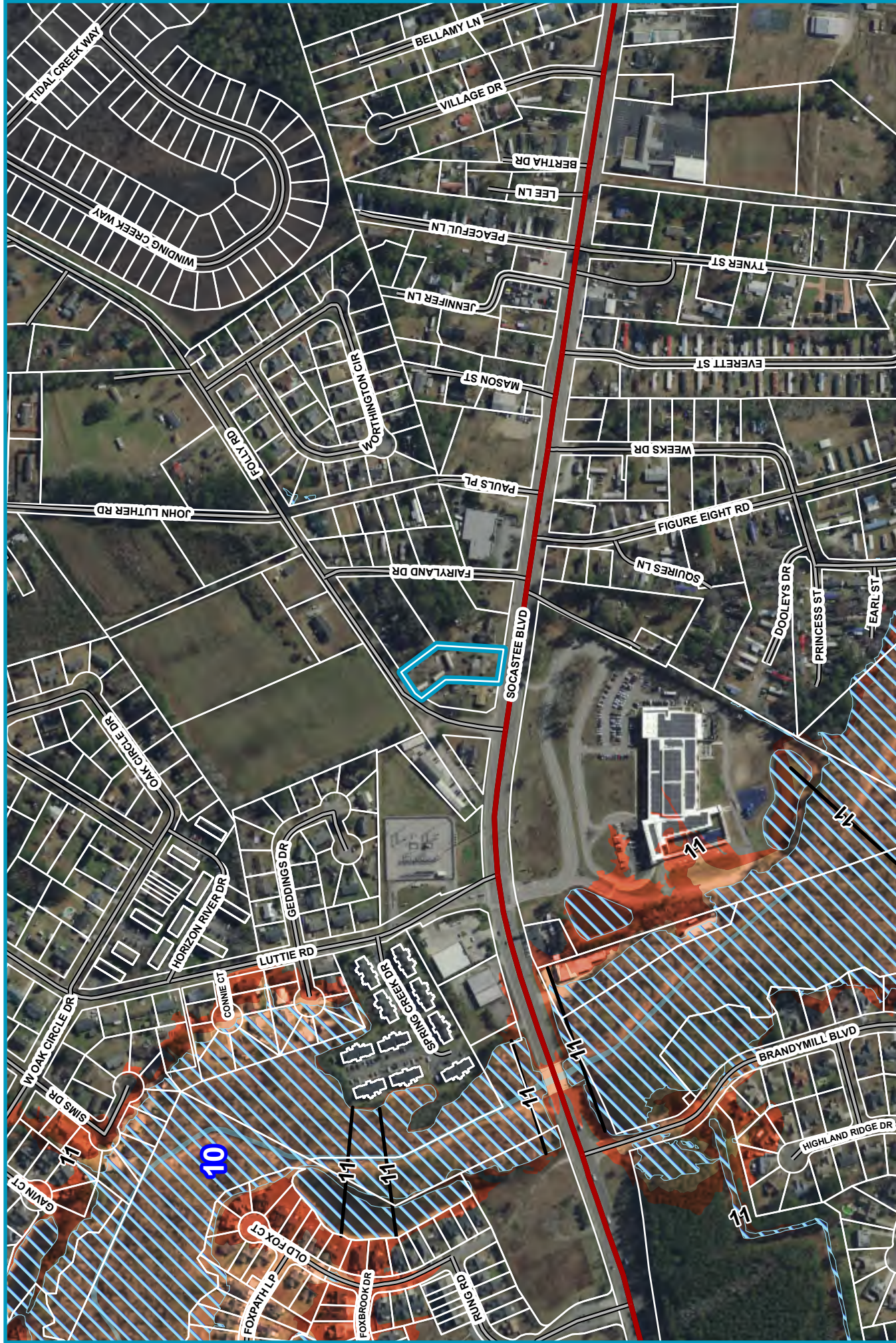
Aerial Map


Rezoning Case Number 2024-01-007

Plan Number 65142

Rezoning 0.82 acres
from RE 3 to MSF 6





**HC Government**

Flood Map


Rezoning Case Number 2024-01-007


Plan Number 65142


Rezoning 0.82 acres


from RE 3 to MSF 6


 Supplemental Flood Zone


 Preliminary Base Flood Elevation (BFE)


 AE - Special Flood Hazard Area

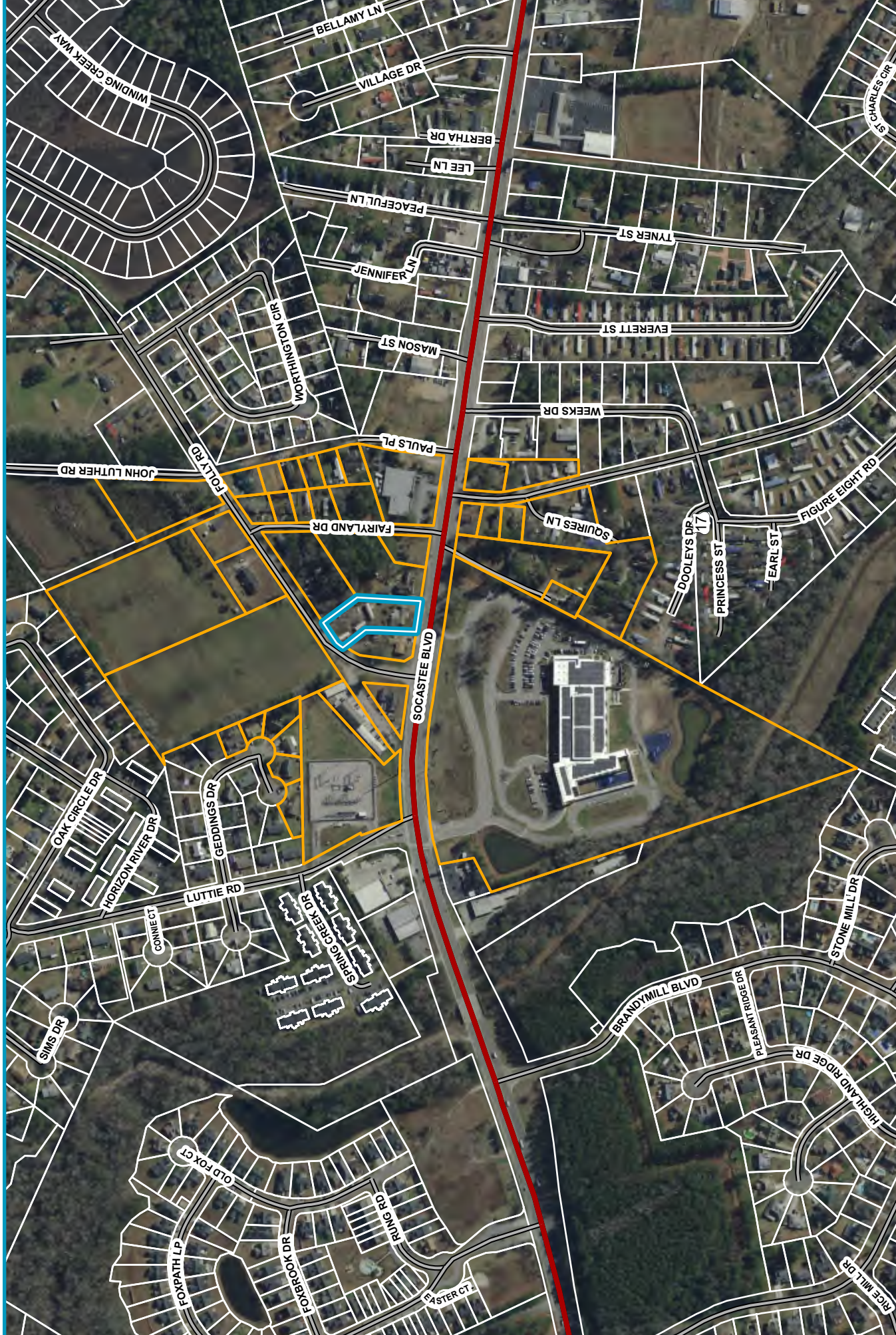
 0.2% Annual Chance Flood Hazard


 Parcel for Consideration


 Major Road


 Other Road


 Major Waterbody



 Parcel for Consideration


 Public Notice

 Major Road

 Other Road


Public Notice Map

Rezoning Case Number 2024-01-007
Plan Number 65142
Rezoning 0.82 acres
from RE 3 to MSF 6



HC Government

0 350 700 Feet



AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE IMAGINE 2040 COMPREHENSIVE PLAN FOR PIN 20105040001 FROM RURAL TO RURAL COMMUNITIES.

WHEREAS, Horry County Council approved Ordinance 54-19 on December 10, 2019 adopting the Horry County Comprehensive Plan, Imagine 2040; and

WHEREAS, the property owner requested an amendment the Future Land Use Map of the Comprehensive Plan; and

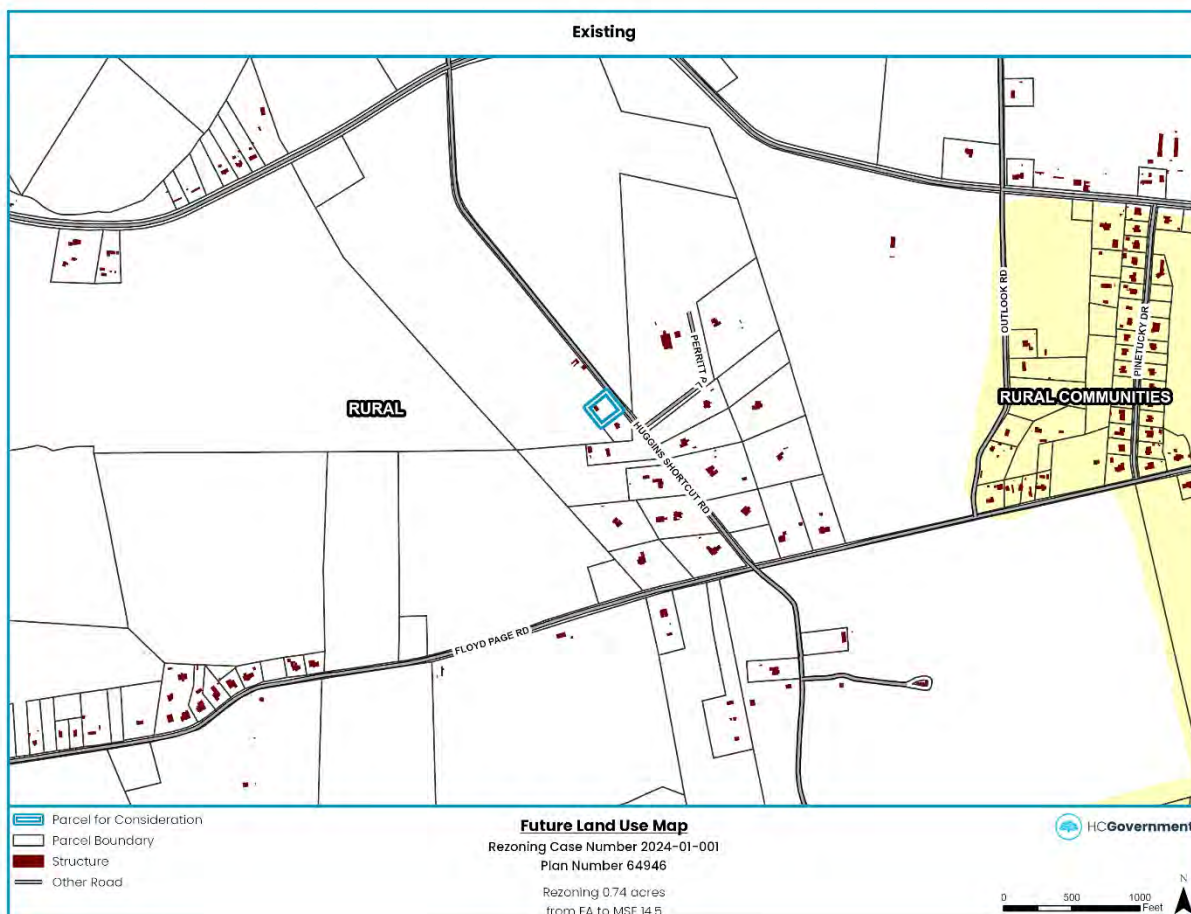
WHEREAS, Horry County Planning Commission has publicly advertised this proposed amendment to the Comprehensive Plan to meet the requirements of Chapter 15, Article 1, Section 1 of the Horry County Code of Ordinances; and

WHEREAS, Horry County Planning Commission by Resolution PC-2024-01 dated February 1, 2024 recommended adoption of the change to the future land use map as an amendment to the Horry County Comprehensive Plan, Imagine 2040.

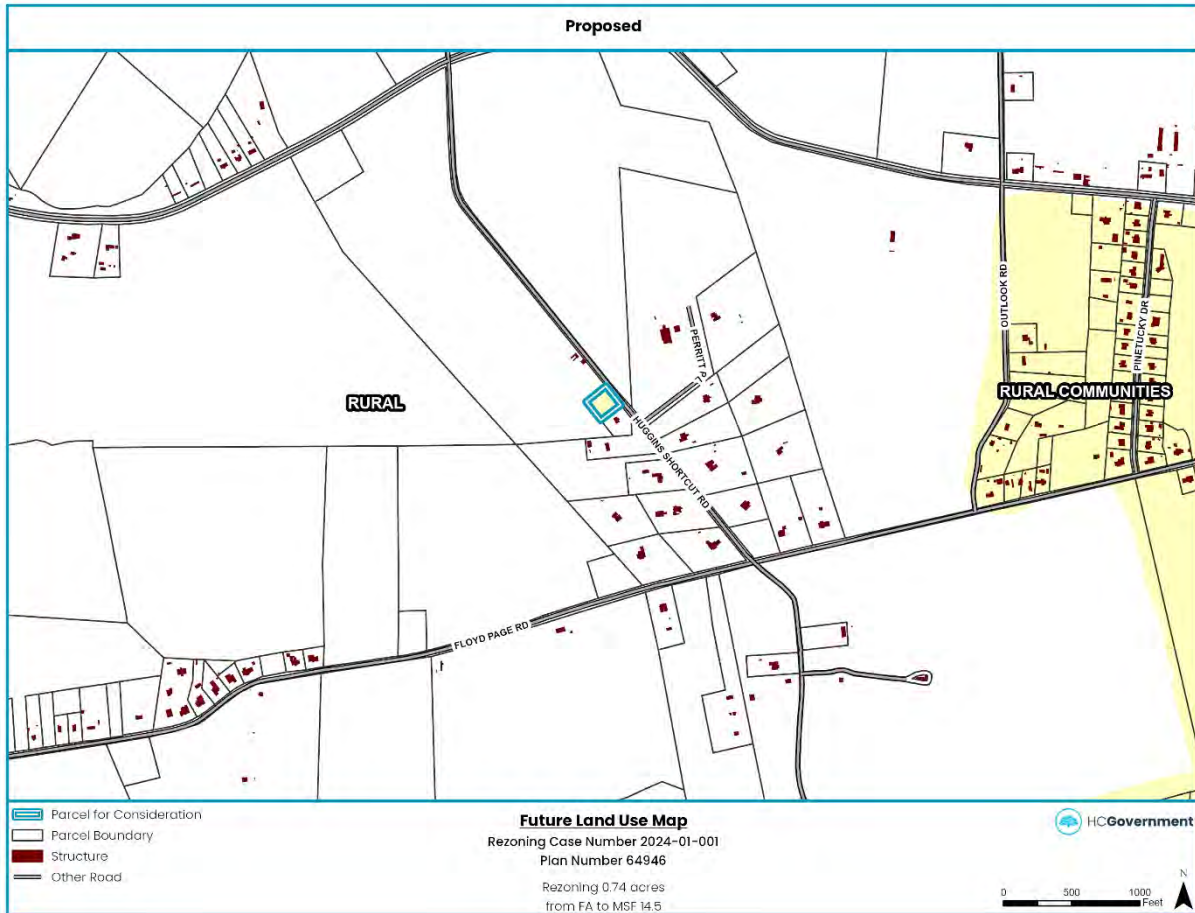
NOW THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained that:

- 1) **Adoption of the Amendment to the Imagine 2040 Comprehensive Plan, amending the Future Land Use Map for PIN 20105040001 from the future land use shown in Map A to the future land use shown in Map B.**

Map A: Adopted Imagine 2040 Future Land Use Map



Map B: Amendment to the Imagine 2040 Future Land Use Map



- 1) **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.
- 2) **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.
- 3) **Effective Date:** This Ordinance shall become effective upon Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/2024
Second Reading:
Third Reading:

Public Hearing:

County Council Decision Memorandum
Horry County, South Carolina

Date: February 20, 2024
From: Planning and Zoning
Division: Infrastructure and Regulation
Prepared By: Yasmine Crawford, Senior Planner
Cleared By: Rajiv Myana, Principal Planner
Regarding: Future Land Use Map Amendment to PIN 20105040001

District: 11

ISSUE:

Should the Future Land Use Map of the Imagine 2040 Comprehensive Plan be amended from Rural to Rural Communities for PIN 20105040001?

PROPOSED ACTION:

Amend the Horry County Comprehensive Plan “Imagine 2040” by changing the Future Land Use Designation for PIN 20105040001 from Rural to Rural Communities.

RECOMMENDATION:

Planning Commission recommended Approval on 2/1/2024

BACKGROUND:

Horry County Council approved Ordinance 54-19 on December 10, 2019 adopting the **Horry County Comprehensive Plan, Imagine 2040** and the Future Land Use Map therein. The Future Land Use Map was developed based on a strategy of public input and geo-spatial analysis. Public input included hearings in front of Planning Commission and County Council as well as a community survey, open houses held throughout the County, and a Land Use Workshop in May 2018. Development trends, existing land use and existing and planned infrastructure informed a development analysis while natural assets, priority conservation areas and environmental constraints were the framework of the environmental analysis of the Future Land Use Map.

The agent for PIN 20105040001 applied to amend the future land use from Rural to Rural Communities. This request coincides with a rezoning request (2024-01-001) to rezone the property from FA to MSF 14.5 to permit an additional manufactured home.

Current Future Land Use

The property is designated as **Rural**, which supports active working lands, such as farms and forests, and large single family lots or family subdivisions with a minimum lot size of ½ an acre or maximum of 2 net units per acre. This designation was derived from an analysis of surrounding land uses, zoning, public input, and the lack of important infrastructure to support more intense land uses. The following Rural land use policy guidance from the Imagine 2040 Comprehensive Plan that are applicable to this request include:

- Protect active agricultural and forestry operations, prime farmland, and erodible soils, in addition to other important natural features.
- **Recommended Land Uses for Rural:**
 - **Primary Land Uses:** Agriculture, timberland, and their support uses and services, including, but not limited to crop and livestock processing facilities, stables, veterinary services and farm equipment sales. Single-family detached houses, including mobile homes, on individual large lots.
 - **Secondary Land Uses:** Agritourism and eco-tourism uses.
 - **Conditional Land Uses:** Rural amusement, outdoor shooting ranges, campgrounds, and mining operations.

Requested Future Land Use

The applicant’s request is to amend the future land use of PIN 20105040001 to **Rural Communities**. *If approved, the future land use would support single-family residential developments, including minor and major subdivisions, with lot sizes greater than 14,500 square foot or with a maximum of 3 net units per acre. New master planned subdivisions are allowable, but should minimize impacts to natural and aesthetic resources, avoid natural hazards, and provide large buffers between differing land uses.* The Imagine 2040 Plan provides the following Rural Communities land use policy guidance that are applicable to this request:

- Subdivision of land for single-family detached housing units are allowable, as long as it coincides with existing residential development patterns and do not impede on adjacent farming operations.
- New residential subdivisions, lots, and new accessory dwellings should be served by public water and sanitary sewer service to protect water quality and minimize impacts to those still utilizing wells and septic tanks.
- The availability of adequate public infrastructure and services, especially in regards to public safety and schools, should be taken into account prior to the approval of rezoning requests.
- **Recommended Land Uses for Rural Communities:**
 - **Primary Land Uses:** Single- family detached housing, including mobile homes, individual lots or within subdivisions.
 - If there is no possibility of the primary land uses being utilized, the secondary land uses should be considered.
 - **Secondary Land Uses:** Neighborhood commercial uses and services, including tradeshops.
 - **Conditional Land Uses:** Rural amusement, campgrounds, mobile home parcels.

ANALYSIS:

Public Schools: Aynor High School functional capacity is 77%. While Aynor Middle is functioning over capacity at 101% and Aynor Elementary is functioning over capacity at 111%.

Public Safety: Aynor (Station 24) is the nearest career fire station located within the vicinity of the subject property (4.8 miles way). Additionally, volunteer fire station (Aynor Rescue Squad) located within the vicinity of the subject property (3.5 miles way). A strategy of the Imagine 2040 Plan says to “ensure that public safety departments are adequately staffed and properly equipped to meet the needs of the existing and growing population.”

Road Maintenance: Huggins Shortcut Road is a paved two- lane road maintained by the County.

Water System: This property is currently located within Grand Strand Water and Sewer’s service area. However, the property is currently utilizing a septic system.

Conclusion: Rural communities that have historically grown at a higher density than surrounding rural areas due to land being subdivided for relatives. Many of these communities are experiencing transition because they are located in close proximity to municipalities, high growth areas, and/ or major road corridors. Individual single family lots and subdivisions are allowable as long as they do not adversely impact the existing character of the community. **Please note that PIN 20105040001 does not have adjoining Rural communities land use designation(s).** If the Future Land Use Map is amended to Rural Communities for this parcel, development should occur in accordance to the policy guidance within the Rural Communities Definition. In addition, amending the Future Land Use Map will set a precedent for the surrounding area(s) to convert to Rural Communities.

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE IMAGINE 2040 COMPREHENSIVE PLAN FOR PIN 26705020014 FROM RURAL COMMUNITIES TO SUBURBAN.

WHEREAS, Horry County Council approved Ordinance 54-19 on December 10, 2019 adopting the Horry County Comprehensive Plan, Imagine 2040; and

WHEREAS, the property owner requested an amendment the Future Land Use Map of the Comprehensive Plan; and

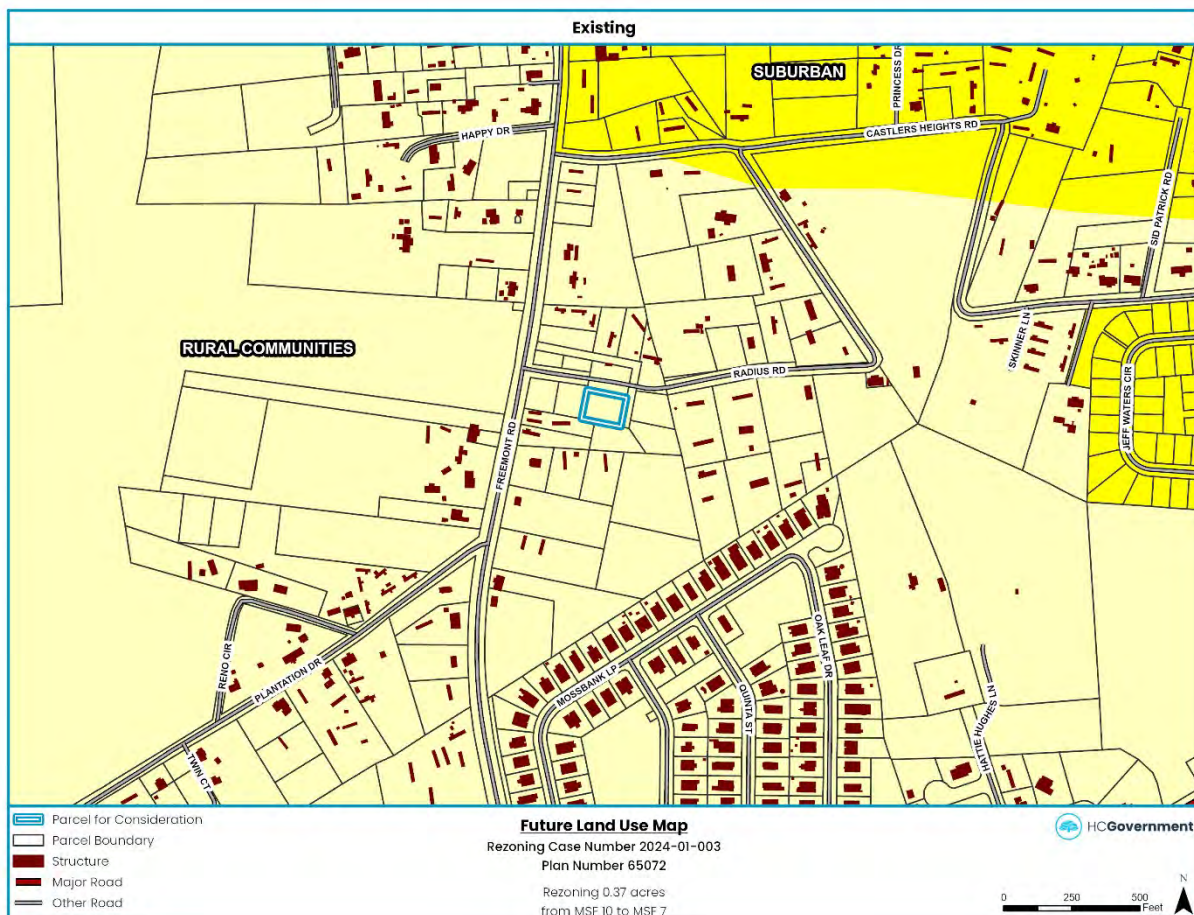
WHEREAS, Horry County Planning Commission has publicly advertised this proposed amendment to the Comprehensive Plan to meet the requirements of Chapter 15, Article 1, Section 1 of the Horry County Code of Ordinances; and

WHEREAS, Horry County Planning Commission by Resolution PC-2024-02 dated February 1, 2024 recommended adoption of the change to the future land use map as an amendment to the Horry County Comprehensive Plan, Imagine 2040.

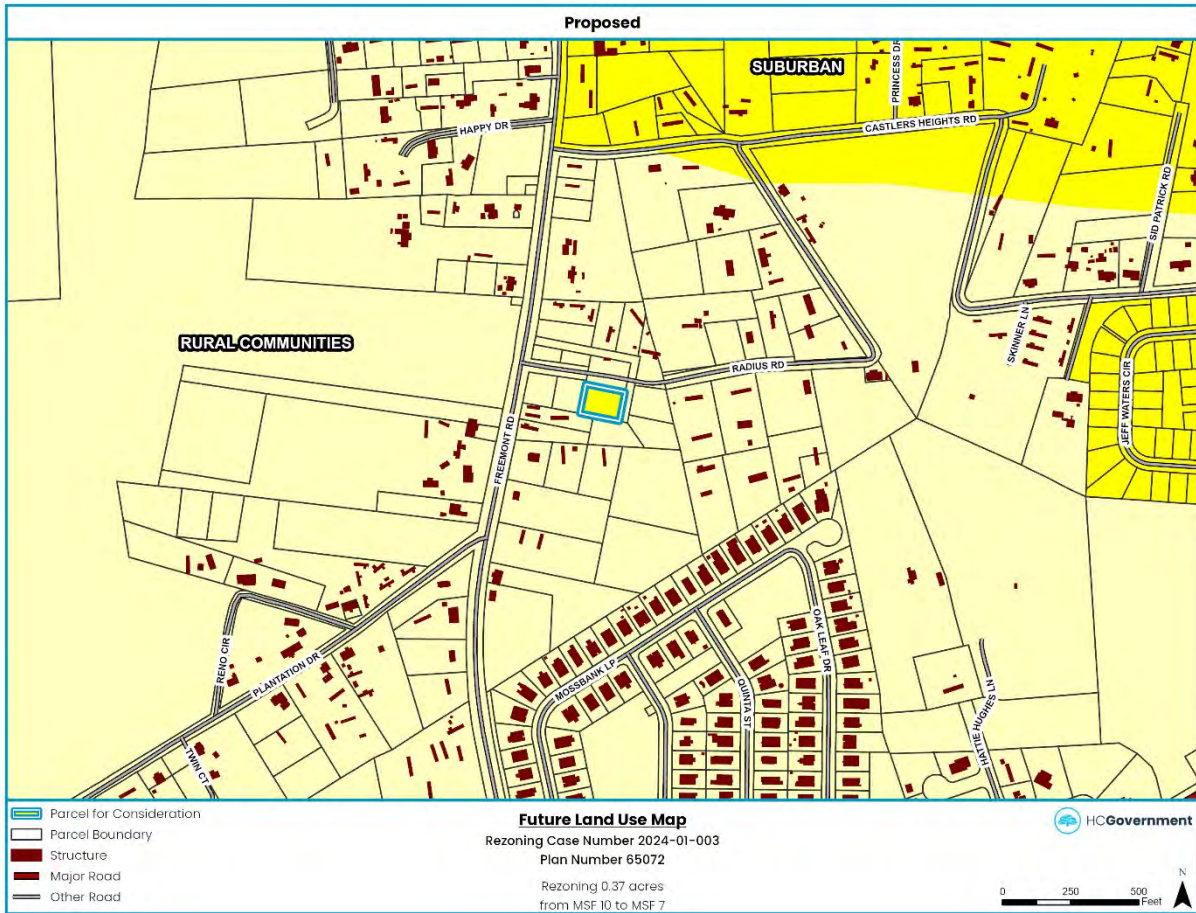
NOW THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained that:

- 1) **Adoption of the Amendment to the Imagine 2040 Comprehensive Plan, amending the Future Land Use Map for PIN 26705020014 from the future land use shown in Map A to the future land use shown in Map B.**

Map A: Adopted Imagine 2040 Future Land Use Map



Map B: Amendment to the Imagine 2040 Future Land Use Map



- 1) **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.
- 2) **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.
- 3) **Effective Date:** This Ordinance shall become effective upon Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

First Reading: 2/20/2024
Second Reading:
Third Reading:

Public Hearing:

Ashley C. Carroll, Clerk to Council

Planning Commission Decision Memorandum
Horry County, South Carolina

Date: February 20, 2024
From: Planning and Zoning
Division: Infrastructure and Regulation
Prepared By: Yasmine Crawford, Senior Planner
Cleared By: Rajiv Myana, Principal Planner
Regarding: Future Land Use Map Amendment to PIN 26705020014

District: 9

ISSUE:

Should the Future Land Use Map of the Imagine 2040 Comprehensive Plan be amended from Rural Communities to Suburban for PIN 26705020014?

PROPOSED ACTION:

Amend the Horry County Comprehensive Plan “Imagine 2040” by changing the Future Land Use Designation for PIN 26705020014 from Rural Communities to Suburban.

RECOMMENDATION:

Planning Commission recommended Approval on 2/1/2024

BACKGROUND:

Horry County Council approved Ordinance 54-19 on December 10, 2019 adopting the **Horry County Comprehensive Plan, Imagine 2040** and the Future Land Use Map therein. The Future Land Use Map was developed based on a strategy of public input and geo-spatial analysis. Public input included hearings in front of Planning Commission and County Council as well as a community survey, open houses held throughout the County, and a Land Use Workshop in May 2018. Development trends, existing land use and existing and planned infrastructure informed a development analysis while natural assets, priority conservation areas and environmental constraints were the framework of the environmental analysis of the Future Land Use Map.

The agent for PIN 26705020014 applied to amend the future land use from Rural Communities to Suburban. This request coincides with a rezoning request (2024-01-003) to rezone the property from MSF 10 to MSF 7 to allow for two single- family homes.

Current Future Land Use

The property is designated as **Rural Communities**, which supports single-family residential developments, including minor and major subdivisions, with lot sizes greater than 14,500 square foot or with a maximum of 3 net units per acre. New master planned subdivisions are allowable, but should minimize impacts to natural and aesthetic resources, avoid natural hazards, and provide large buffers between differing land uses. This designation was derived from an analysis of surrounding land uses, zoning, public input, and the lack of important infrastructure to support more intense land uses. The following Rural Communities land use policy guidance from the Imagine 2040 Comprehensive Plan that are applicable to this request include:

- Subdivision of land for single-family detached housing units are allowable, as long as it coincides with existing residential development patterns and do not impede on adjacent farming operations.
- New residential subdivisions, lots, and new accessory dwellings should be served by public water and sanitary sewer service to protect water quality and minimize impacts to those still utilizing wells and septic tanks.
- The availability of adequate public infrastructure and services, especially in regards to public safety and schools, should be taken into account prior to the approval of rezoning requests.
- Housing rehabilitation and redevelopment is encouraged within these areas to address properties in need of reinvestment.
- **Recommended Land Uses for Rural Communities:**
 - **Primary Land Uses:** Single- family detached housing, including mobile homes, individual lots or within subdivisions.
 - If there is no possibility of the primary land uses being utilized, the secondary land uses should be considered.
 - **Secondary Land Uses:** Neighborhood commercial uses and services, including tradeshops.
 - **Conditional Land Uses:** Rural amusement, campgrounds, mobile home parcels.

Requested Future Land Use

The applicant's request is to amend the future land use PIN 26705020014 to **Suburban**. *If approved, the future land use would support areas that have a density between 3 – 7 gross units per acre within major subdivisions and would allow for individual, single family lots as small as 6,000 square feet. A mix of residential uses and densities is appropriate within neighborhoods; however, greater densities and commercial activities are encouraged near Neighborhood Activity Centers and within Community Activity Centers and Mixed- Use areas.* This designation was derived from an analysis of surrounding land uses, zoning, public input, and the lack of important infrastructure to support more intense land uses. The following Suburban land use policy guidance from the Imagine 2040 Comprehensive Plan that are applicable to this request include:

- The protection of mature tree canopy is encouraged within major subdivisions, on private residential lots, and within commercial developments.
- Floodplains, wetlands, and water quality should be protected by using no adverse impact and low impact development practices.

- **Recommended Land Uses for Suburban:**
 - **Primary Land Uses:** Single- family detached houses, duplexes, townhomes.
 - If there is no possibility of the primary land uses being utilized, the secondary land uses should be considered.
 - **Secondary Land Uses:** Commercial uses, services, and professional offices. Multi- family development and condos.
 - **Conditional Land Uses:** Outdoor amusement and resort uses.

ANALYSIS:

Public Schools: Loris High School is functioning at 76% and Loris Middle School is functioning at 84%. While Daisy Elementary School is functioning near capacity at 92%.

Public Safety: Career Fire Station 13 (Longs) is 3.17 miles away from the subject property and this facility provides both Fire and EMS services. A strategy of the Imagine 2040 Plan says to “ensure that public safety departments are adequately staffed and properly equipped to meet the needs of the existing and growing population.”

Road Maintenance: Radius Road is a divided, paved, two-lane road maintained by the County.

Water System: This property is currently located within the Grand Strand Water and Sewer service area.

Conclusion: Amending the future land use for PIN 26705020014 to **Suburban** suggests the area is transitioning from low-density rural communities to more intense high-density urban environments. The Imagine 2040 Plan says 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. A mix of residential uses and densities is appropriate within neighborhoods; however, greater densities and commercial activities are encouraged near Neighborhood Activity Centers and within Community Activity Centers and Mixed-Use areas. Developments should be designed around significant natural resources and account for natural hazards. **Please note that PIN 26705020014 does not have adjoining Suburban land use designation(s).** If the Future Land Use Map is amended to Suburban for this parcel, development should occur in accordance to the policy guidance within the Suburban Definition. In addition, amending the Future Land Use Map will set a precedent for the surrounding area(s) to convert Suburban.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE NO. 24-2024

AN ORDINANCE AMENDING ARTICLE II, SECTION 205 OF THE ZONING ORDINANCE OF HORRY COUNTY, SOUTH CAROLINA AS IT PERTAINS TO GENERAL SETBACK PROVISIONS.

WHEREAS, Horry County established a sixty (60) foot structural setback along major roadways to accommodate future road widenings and for the preservation of rural character in 2022; and

WHEREAS, periodically adjustments shall be made to further the preservation of our rural character; and

WHEREAS, it is the intent of Horry County Council to reconcile the standards of the zoning ordinance.

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. CODE AMENDMENT: Article II, Section 205 of the Zoning Ordinance of Horry County Code of Ordinances is hereby amended by as follows: (All text in ~~striketrough~~ shall be deleted and all text shown underlined and bolded shall be added.)

SECTION 205 - DIMENSIONAL & DENSITY STANDARDS

A. APPLICABILITY

In any zoning district the maximum heights of building or structures, the minimum dimensions of yards, the area of lot required and the percent of lot to be occupied by buildings shall be shown on Table 2-1.

B. GENERAL SETBACK PROVISIONS

The following provisions apply to all applicable lots:

1. INCREASED SETBACK ON CERTAIN ROADS

No structures shall be located within sixty (60) feet of the right-of-ways of Hwys 19, 21 (Red Bluff Rd), 57, 90, 319, 378, 701, 905, 917, Hwy 9 Business (from Hwy 917 to Hwy 9), Hwy 9 (from ~~Olive Drive~~ to Marion County Line to Hwy 90), Nichols Hwy, Hardwick Rd (off Hwy 501) and Pee Dee Hwy./Rd.

3. 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, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. CONFLICT WITH PRECEDING ORDINANCES. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Horry County,

unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

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

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1

Bill Howard, District 2

Dennis DiSabato, District 3

Gary Loftus, District 4

Tyler Servant, District 5

Cam Crawford, District 6

Tom Anderson, District 7

Michael Masciarelli, District 8

R. Mark Causey, District 9

Danny Hardee, District 10

Al Allen, District 11

Attest:

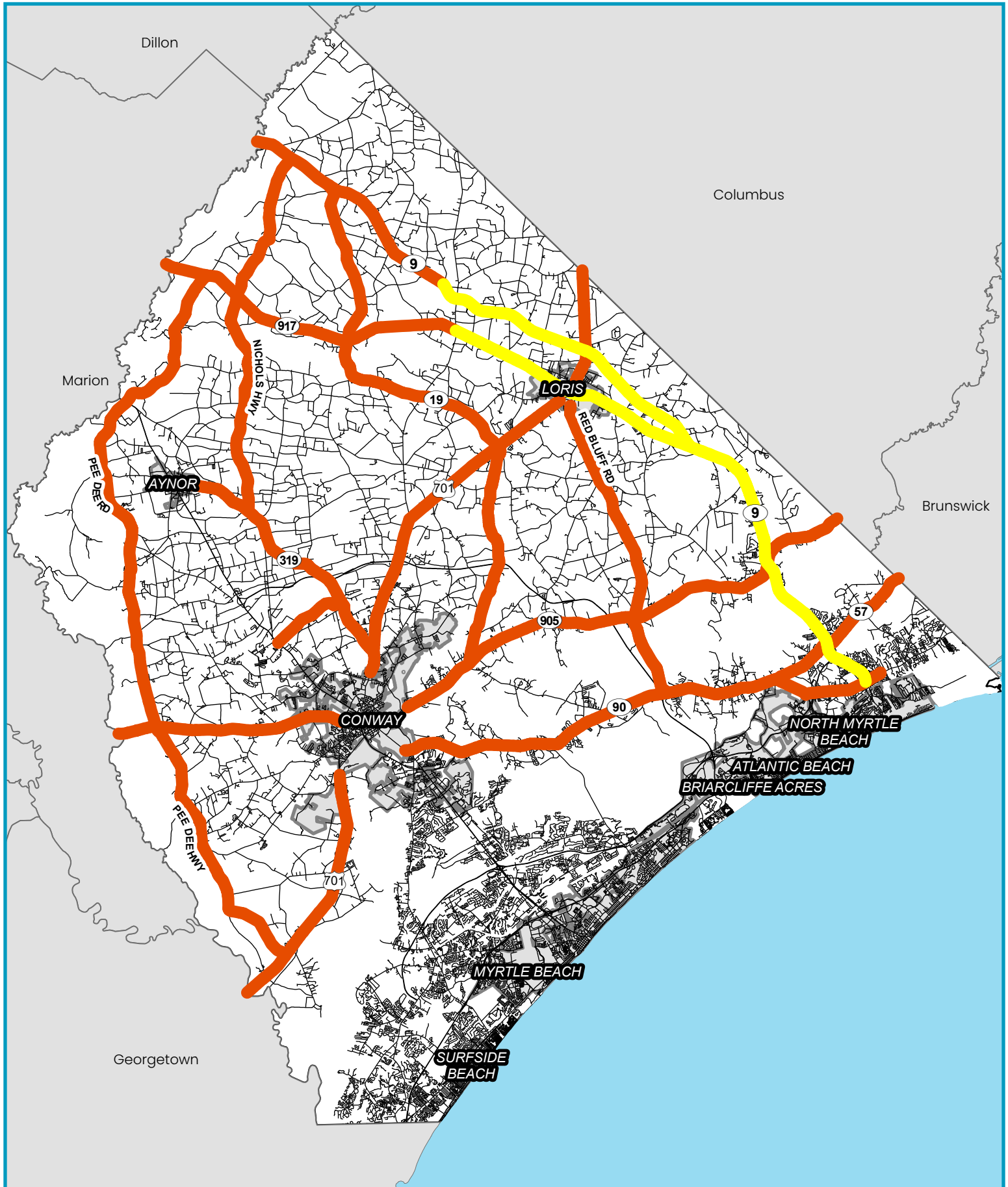
Ashley C. Carroll, Clerk to Council

First Reading: 2/20/24

Second Reading:

Third Reading:

Public Hearing:



- 60' Setback Roads (Proposed)
- 60' Setback Roads (Existing)
- Municipalities
- Surrounding Counties
- Roads

Proposed 60' Setback Road Additions

The proposed text amendment would amend Hwy 9 to include Hwy 9 Business (from Hwy 917 to Hwy 9) and Hwy 9 (from Marion County Line to Hwy 90) as shown in yellow.

HC Government

0 1/4 2 5 Miles

N

Created by Planning & Zoning 1/29/2024

County Council Decision Memorandum
Horry County, South Carolina

Date: 1/31/2024
From: Planning and Zoning
Division: Infrastructure and Regulation
Prepared By: Desiree Jackson, Senior Planner
Cleared By: Charles Suggs, Planning Director
Regarding: Minimum setbacks along growth corridors

ISSUE:

Should Horry County amend the roads that require increased setbacks to accommodate potential road widening needs and to preserve roadside viewsheds?

PROPOSED ACTION:

Approve amendments to Article II, Section 205 of the Zoning Ordinance.

BACKGROUND:

In 2022 County Council established a sixty (60) foot structure setback along major roadways to accommodate future road widenings and for the preservation of rural character.

Those roadways presently include the following: Hwys 19, 21(Red Bluff Rd), 57, 90, 319, 378, 701, 905, 917, Hwy 9 (from Olive Drive to Marion County Line, Nichols Hwy, Hardwick Rd (off Hwy 501) and Pee Dee Hwy./Rd.

ANALYSIS:

The proposed text amendment would amend Hwy 9 to include Hwy 9 Business (from Hwy 917 to Hwy 9) and Hwy 9 (from Marion County Line to Hwy 90).

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

Ordinance No. 25-2024

AN ORDINANCE TO DISSOLVE THE HORRY COUNTY STORMWATER ADVISORY BOARD.

WHEREAS, Horry County Council approved Ordinance 187-99 April 18, 2000 which established a Stormwater Advisory Board in Section 17.7-11; and

WHEREAS, the purpose and duties of the advisory shall provide guidance and advice to the county council pertaining to the stormwater management program, including, but not limited to, program activities, functions, systems, management, and funding; and

WHEREAS, Horry County Council believes it to be in the best interest of Horry County that the existing Stormwater Advisory Board be dissolved

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. **DISSOLUTION.** Section 17.7-11 of the Horry County Code shall be deleted and the Stormwater Advisory Board shall be dissolved.
2. **SEVERABILITY.** If any part of this ordinance shall be deemed or found to conflict with a provision of the South Carolina law, or other pre-emptive legal principle, then that part shall be deemed ineffective, but the remaining parts of this ordinance shall remain in full force and effect.
3. **EFFECTIVE DATE.** This ordinance shall be effective upon passage of third reading

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ___ day of _____, 2023.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Date of First Reading: 2/20/24
Date of Second Reading:
Date of Third Reading:

Date of Public Hearing:

Ashley C. Carroll, Clerk to Council

County Council Briefing Memorandum
Horry County, South Carolina

Date: February 7 2024
From: Stormwater
Division: Infrastructure and Regulation
Prepared By: Brandon Wagner, Deputy Stormwater Manager
Cleared By: Thom Roth, Stormwater Manager

ISSUE:

Horry County created a Stormwater Advisory Board at the inception of the Stormwater program to provide guidance and advice to Horry County Council pertaining to the stormwater management program, including but not limited to, program activities, functions, systems management, and funding. This was necessary in the beginning since the department was new and there were many questions concerning how the department would function. Over the years the necessity of this guidance has diminished and the Stormwater department puts more effort in educating the board than the board providing guidance to the Council. Public input at the meetings has been very sparse since no decisions are made at the board meetings that effect the public.

BACKGROUND:

Horry County Council originally created the board to help provide them guidance and advice dealing with stormwater management program. When the program was first created this was necessary since the program was new to County Council and the new utility fee was a concern to the public. Over time, the program has proven to be self-sufficient and Council has not needed the guidance as was originally intended.

ANALYSIS & CONCLUSION

The Stormwater Advisory Board is not a requirement for the County's National Pollution Discharge and Elimination System Permit. The necessity for giving Council advice and guidance concerning the stormwater management program is no longer needed. Staff spends a significant amount of time educating and providing presentations concerning stormwater and water quality information. There is also very little public input at these meeting. Staff continues to meet with the community through various venues (community meetings, HOA meetings, individual complaints etc.) Several members have left the board stating that they felt there was little tangible impacts they had while on the board. It is staff's recommendation to dissolve the board.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 26-2024

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH COAST FUTBOL ALLIANCE, INC. FOR PROPERTY LOCATED AT SOCASTEE RECREATION PARK.

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, COAST FUTBOL ALLIANCE, INC. has requested that the County renew its lease of certain property at Socastee Recreation Park for use as soccer fields in connection with the operation of their soccer club for the benefit of the citizens and residents of Horry County; 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 public by providing maintenance and 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 Parks and Recreation Department, is hereby authorized and directed to engage in negotiations with COAST FUTBOL ALLIANCE, INC. 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 _____ day of _____, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

First Reading: 2/20/24

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of [REDACTED], 20[REDACTED], by and between HORRY COUNTY, a political subdivision organized and existing under the laws of the State of South Carolina (“Lessor”) and Coast Futbol Alliance, Inc., a non-profit business entity organized and existing under the laws of the State of South Carolina, and authorized to conduct business in Horry County, South Carolina (“Lessee”).

ARTICLE I - PREMISES

A. Premises. Lessor hereby leases to Lessee the following property located at Socastee Recreation Park, to-wit: those three (3) Bermuda turf multi-purpose fields, maintenance and concession buildings, having previously been utilized under use agreement between Horry County and Lessee and Lessee’s predecessors in interest since the fields were constructed (the location of which is shown on Exhibit A, attached hereto and made a part hereof), consisting of approximately 7.5 acres, all of which shall be known as the “Premises”.

B. 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.**

C. 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.

ARTICLE II - TERM

Term. The term of this Agreement shall commence upon the effective date hereof, subject to approval by the Horry County Council, and full execution hereof, and shall continue in force and effect for a period of 10 years, with no options for renewals. The initial term will terminate on [REDACTED], 20[REDACTED]. Upon expiration of the initial term and any renewals mutually agreed to by the parties, 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 Lease Agreement for any further term but may be terminated by Lessor or Lessee upon thirty (30) days written notice, however, any notice by Lessor during seasonal programming for which Lessee has received registrant fees/deposits shall only be effective at the completion of such season; 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

Lessee shall have priority scheduling rights over all use of the fields, which shall include but is not limited to management and resting of field turf at Lessee's sole discretion. Horry County Parks and Recreation will maintain scheduling of the fields, and reserves the right to use the fields for its own programming when not in use by Lessee. Horry County agrees not to schedule use of the fields by any other local soccer club that competes against Lessee. Lessee shall also have the right to use of the concession building for sale of non-alcoholic concessions, and Lessee shall be entitled to any revenue derived therefrom. **Lessee understands and agrees that the sale or**

consumption of alcohol is prohibited on County property, and will take any measures necessary to ensure compliance therewith. Lessee shall not be allowed to charge for parking and

will not take any actions to inhibit use of any other areas of the park by members of the public.

Use of the Premises by Lessee for any other purposes shall not be permitted unless agreed to in writing, in advance of such use, by the Lessor. Lessee's employees, customers, and guests will have reasonable access to and from and the right to use and occupy the Premises for the sole purpose of engaging in or furthering Lessee's business. Lessee's employees must be well groomed and neat in appearance at all times. Horry County must pre-approve all work to be performed on, and all improvements to be made to, the Premises. Lessee shall not undertake any operation on the site that will cause a nuisance to (including noise and/or dust) or interfere with the lawful and peaceful use of adjacent property.

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, pesticide or herbicide application licenses, and other ordinances and the height and lighting requirements and other requirements of any applicable overlay zone.

No use shall be made or permitted to be made of 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, on or about the Premises, or permit or suffer any nuisance to be committed.

ARTICLE IV - RENTAL

A. **Base Rental Rate/Escalation.** During each year of this Lease, Lessee shall pay to Lessor an annual rent in an amount equal to Forty Thousand and No/100 Dollars (\$40,000.00), payable on or before September 1 of each year. Lessee shall pay said amounts without demand. Lessee shall not be entitled to set off any amount for maintenance expenses.

B. **Rental Credits for Improvements.** Lessee may receive rental credit for improvements to the Premises other than routine field maintenance, however all such credits must be agreed to in writing by both parties prior to the improvement being made.

C. **Late Payment Fee, Penalties, and Collection.** Any 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 Three Hundred and No/100 dollars (\$300.00) 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

A. **Prior Approval Required.** Lessee may, upon the consent and prior written approval of the Lessor, at Lessee's sole expense, construct, improve, modify and make additions to the facilities leased to Lessee. Prior to any construction, improvements, modifications or additions to

the Premises, Lessee must first obtain from Lessor's Department of Parks and Recreation 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 Parks and Recreation 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. All materials used in any improvements by Lessee shall be of appropriate quality and grade for the use to which they are employed..

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.

B. 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.

C. Title to Improvements, Alterations and Repairs. All improvements made to the Premises and all additions and alterations thereto made upon said area 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 Lease, Lessee shall completely remove within 30 calendar days after the expiration / termination all such improvements and restore the Premises to its original condition and to the satisfaction of Lessor.

D. Trade Fixtures, Machinery and Equipment. If Lessee is not then in default of any provisions of this Lease, 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.

E. Obligations of Lessor. Lessor is not obligated to provide any improvements under this Agreement.

ARTICLE VI - MAINTENANCE

Lessee shall, throughout the term of this Agreement, at Lessee's own cost and expense, provide all maintenance and repairs to the field turf and irrigation system, to include all edging

and trimming. Lessee shall ensure that all pesticides and herbicides shall be applied only by entities or persons who are appropriately licensed, bonded, and insured pursuant to all requirements of Horry County and the State of South Carolina. Lessee shall not be responsible for replacement of the deep well. Every other year during the term of the lease Lessor, at its expense, shall top dress and aerate the field turf. Lessee shall pay for the cost of top-dressing materials. Lessee shall also maintain the drainage areas between the fields. Lessor shall be responsible for maintenance of all outflow ditch(es) and any required dredging of the outflow ditch(es) located at the end and outside boundary of the fields. Lessor shall be responsible for maintaining the access road and parking areas, fencing and immediate grounds servicing the picnic structures, playground, tennis courts, maintenance building and building housing the restroom facilities, to include all cleaning of restrooms and concessions, as well as the dumping and removal of all trash. Such maintenance and upkeep shall include maintaining the restroom facilities and neat and orderly condition at all times.

ARTICLE VII – 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 VIII - 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.

Lessee shall not cause a mortgage or other like security interest to be placed upon the Premises. Lessee may, only with prior written approval by Lessor, grant a security interest to a lending institution as security for the payment of a loan taken out by Lessee to finance construction of improvements on the leased premises. Any such interest shall be subject at all times to all the covenants and conditions of this lease and to all the rights and remedies of Lessor, and with the understanding that no such interest shall be construed to encumber in any fashion Lessor's fee interest in the land leased to Lessee.

ARTICLE IX - ASSIGNMENT, ASSUMPTION OR SUBLETTING OF LEASE

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 X - 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 or disapprove, at Lessor's sole discretion, any significant change in management structure or ownership. This includes, without limitation, contracting for management services, sale of stock, and acquisition of a controlling interest in Lessee by any party other than the parties currently in control. Lessor also specifically reserves the right and Lessee specifically grants the right of Lessor to approve or disapprove, at Lessor's sole discretion, any change of the form of Lessee's existence as a business entity. Any change of Lessee in any manner described in this Article without the prior written approval of Lessor 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 XI - INDEMNITY

A. 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.

B. 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.

C. 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.

ARTICLE XII - INSURANCE

Lessee shall, at its sole cost, purchase and keep in force at all times during the term hereof, a policy or policies of insurance, issued by an insurance company of generally recognized

responsibility and licensed or approved non-admitted by the South Carolina Department of Insurance to do business in the State of South Carolina, insuring Lessee against all liability for property damage, environmental liability, auto liability, and personal injury (including death) arising or alleged to arise out of any activity of failure to act of Lessee on, about or with respect to the Premises. Lessee shall provide Lessor with certificates of insurance naming Lessor as additional insured in all policies of insurance required under this Agreement. Said policy or policies shall also contain a contractual liability endorsement expressly covering the indemnification provisions of this Agreement. Lessor shall be named as an additional insured on this policy.

The combined single limit of liability of the aforesaid policy or policies shall not be less than One Million and No/100 (\$1,000,000.00) Dollars. Lessor reserves the right to adjust these limits from time to time, at Lessor's sole discretion, to adequately protect its interests. Lessor further reserves the right to reject, at any time, any insurance company selected by Lessee. Upon written notification, Lessee will immediately obtain a replacement policy or policies with an insurance company satisfactory to Lessor.

Lessee, unless otherwise exempt, shall purchase at its own cost, worker's compensation insurance on all of its employees. Lessee's worker's compensation insurance shall meet the requirements of the South Carolina Workers Compensation Commission and the South Carolina Department of Insurance.

Lessee shall purchase, at its own cost, casualty insurance covering all of Lessee's or Lessee's customers' personal property to be located on the Premises, regardless of the length of time said property is to be located on the Premises. Lessee shall also purchase, at its own cost and

in its sole discretion, such business interruption or other insurance to protect Lessee's interests in the event of major or minor damage or disaster to the leased Premises.

For all policies of insurance specified in this Article XII, Lessee shall provide evidence thereof in the form of a certificate of insurance showing the name of the entity providing such coverage, the extents of such coverage, the identification of Lessor as an additional named insured thereon, and an express assurance that Lessor shall be given at least thirty days written notice prior to any cancellation of such policy or any material alteration of terms of coverage.

ARTICLE XIII - 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 XIV - DEFAULT

A. 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 ten (10) 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.

B. 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.

C. 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.

D. 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 ninety (90) 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 ninety (90) days shall become Lessor property.

ARTICLE XV - 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 Parks and Recreation
Attn: Director of Parks and Recreation
2830 Oak Street
Conway, SC 29526

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 XVI - SURRENDER OF POSSESSION

Lessee shall yield and deliver possession of the Premises to Lessor at the expiration or earlier termination of this Agreement, including the expiration or termination of any renewal or extension of this Agreement, “broom clean” and in good condition, except for reasonable, ordinary wear and tear, except for the effects of fire or other casualty not the fault of Lessee.

ARTICLE XVII – 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 County purposes. Upon exercise of these recapture rights, Lessor shall relocate Lessee to a comparable facility or facilities, if any such are available.

ARTICLE XIII - DAMAGE TO PREMISES

If all or any portion of the Premises required to be maintained by Lessee shall be partially damaged by fire or other casualty through no fault of Lessee, but not rendered unusable in Lessor’s sole opinion, the Lessee shall repair the damage with due diligence at Lessee’s expense, with no abatement of rent. However, if Lessee elects not to effect repairs, Lessee shall immediately vacate the Premises and this Lease Agreement will be declared terminated. In the event the Premises or a substantial part thereof, through no fault of Lessee, is completely destroyed by fire or other casualty or so damaged that repairs could not be completed, in Lessor’s sole opinion, within sixty (60) days from the date of the beginning of the repairs, then, at the option of Lessor, either: (1) said Premises shall be repaired or reconstructed with due diligence by Lessee at Lessee’s expense

and the rental shall be equitably adjusted or abated during the reconstruction; or (2) Lessor shall give the Lessee notice terminating this Agreement without further obligation to Lessee. However, should Lessor opt for number 1, and Lessee elects not to effect repairs, or in the event such repairs or reconstruction by Lessee are not effected with due diligence, Lessee shall immediately vacate the Premises and this Lease Agreement will be declared terminated.

Lessee shall be responsible for damages and cost of repairs or reconstruction that result from fire, casualty, or other occurrence caused in whole or in part by Lessee's negligent or willful conduct.

Lessor and Lessee agree to each obtain their own casualty insurance as to their own property. In the event of casualty, all of Lessor's casualty insurance proceeds shall be paid to Lessor.

ARTICLE XIX - 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 XX - 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, or local 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, 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, fertilizers, pesticides, herbicides, or other chemicals which causes or poses a threat to the environment or to the health or safety of persons on or near the Premises. 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.

ARTICLE XXI – 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 XXII - 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 XXIII - 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 XXIV - NON-DISCRIMINATION

Lessee for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the Premises that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of the Premises;
- (2) In the construction of any improvements hereon, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or otherwise be subjected to discrimination;

- (3) Lessee shall use the Premises in compliance with all non-discrimination and other requirements imposed by all present and future federal, state, county, or local laws, statutes, ordinance, codes, rules or regulations.
- (4) Lessee further agrees that in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and re-enter and repossess said Premises and hold the same as if said Agreement had never been made or issued.

ARTICLE XXV - 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 XXVI - 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 XXVII - 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 XXIII - 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: Steven S. Gosnell
Its: Administrator

WITNESSES:

FOR LESSEE:

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) PROBATE

PERSONALLY APPEARED BEFORE ME, _____,
and made the oath that he or she saw the within named _____, **Horry County
Administrator, authorized representative of Horry County, as Lessor**, 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 _____, 20____.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

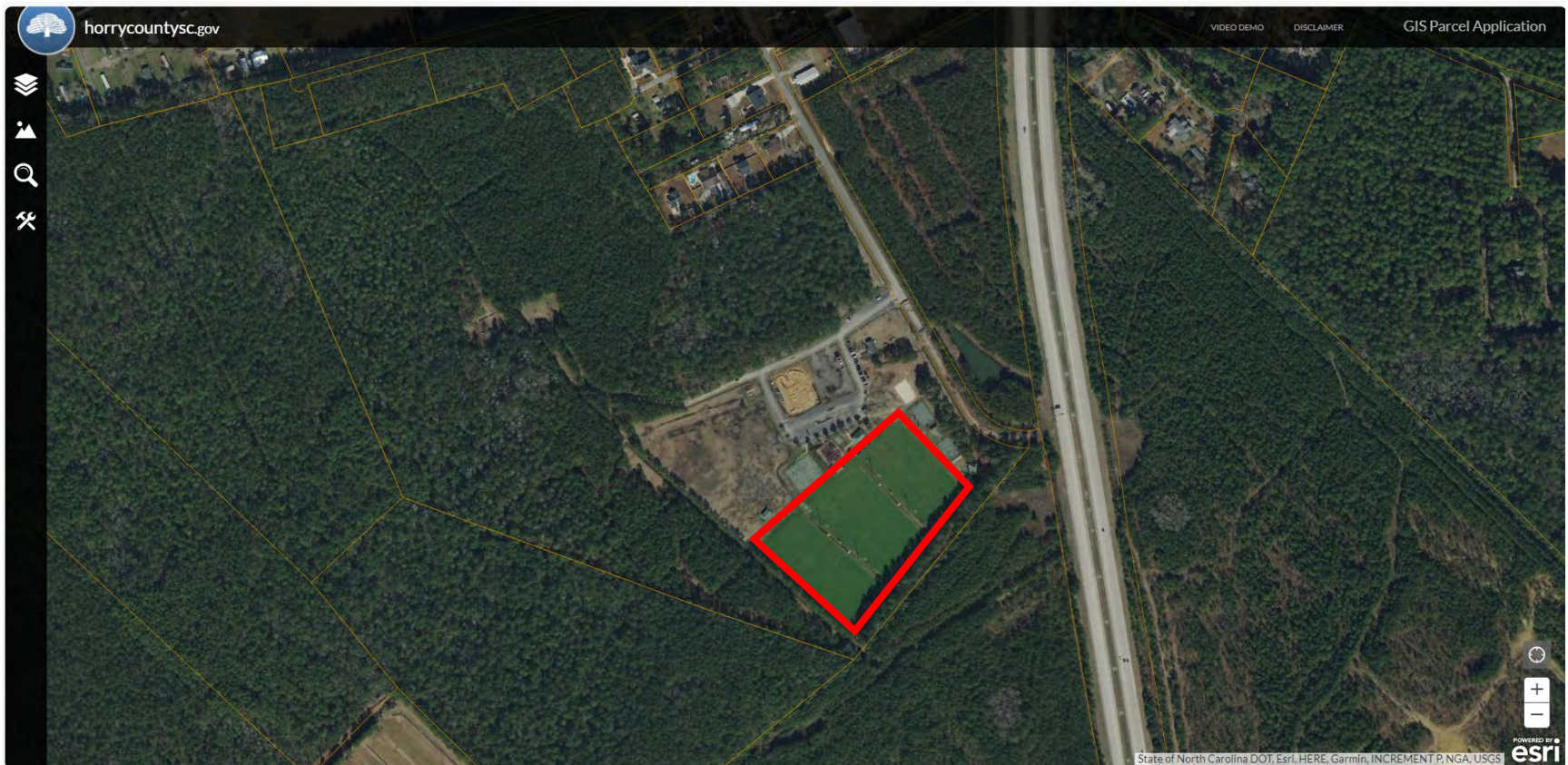
STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) PROBATE

PERSONALLY APPEARED BEFORE ME, _____,
and made the oath that he or she saw the within named, _____, **authorized
representative of** _____, **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 _____, 20____.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A



Decision Memorandum

Date: February 8, 2024
Prepared by: Horry County Department of Parks and Recreation
Re: Coast Futbol Alliance, Inc. (Socastee Recreation Park)

ISSUE:

Proposed renewal of existing lease of soccer fields at Socastee Recreation Park to the Coast Futbol Alliance, Inc. for use in conjunction with their Coast FA soccer club.

DISCUSSION:

The Socastee Recreation Park was acquired and developed by the Socastee Recreation Commission, who leased approximately 7.5 acres to Coast Futbol Alliance, Inc. [‘Coast FA’] for development of several soccer fields. Coast FA invested significant sums to improve and maintain the property in a condition suitable for high-level training and competition in furtherance of the operation of its soccer club, which benefits the citizens and residents of Horry County through youth and adult soccer leagues. Coast FA uses the fields for the nearly 3,000 registrants in their programs, and has also allowed use of these high-level fields by Coastal Carolina University and local schools.

Horry County became the owner of the Socastee Recreation Park when the Socastee Recreation Commission was dissolved by Ordinance of County Council in 2018, and the Horry County Parks and Recreation Department now handles operations at the park. Horry County has recently acquired an additional 79.80 acres for expansion of the park and is currently in the planning stages for determining future development.

RECOMMENDATION:

Staff has engaged in direct discussions and negotiations with Coast FA and has determined that renewing the lease agreement under the terms contained in the proposed lease is acceptable and would maintain the current beneficial use of the property for citizens and residents of Horry County. Staff has not identified any adverse effect and does not oppose the proposed lease to Coast FA, subject to the restriction that Horry County Parks and Rec will maintain all scheduling of the fields and reserves the right to use the fields for its own programming when not in use by Coast FA, as well as any additional restrictions County Council may deem appropriate.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-02-2024

A RESOLUTION RECOGNIZING MARCH OF 2024 AS “AMERICAN RED CROSS MONTH”

WHEREAS, In “American Red Cross Month” in March, we recognize the compassion of people in Horry County and reaffirm our commitment to care for one another in times of crisis;

WHEREAS, This generous spirit is woven into the fabric of our community and advances the humanitarian legacy of Red Cross founder Clara Barton – one of the most honored women in our country’s history – who nobly dedicated herself to alleviating suffering;

WHEREAS, In 2023, the Red Cross responded to 100 events in the County, serving 234 individuals who were victims of home fires, Hurricane Idalia, and the tornado in December. The Red Cross provided immediate financial assistance and recover casework, and relocated a shelter at the request of the County’s Emergency Management;

WHEREAS, Throughout the month of March, the Red Cross will conduct smoke detector blitzes across the County with the goal of installing over 1,250 smoke detectors in the Forestbrook, Bucksport, and County Lakes communities;

WHEREAS, Today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through the Eastern South Carolina Chapter to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours – whether it’s delivering shelter, food and comfort during disasters, providing critical blood donations for hospital patients, supporting military families, veterans and caregivers through the unique challenges of service, saving lives with first aid, CPR and other skills, or delivering aid and reconnecting loved ones separated by global crises;

NOW, THEREFORE BE IT RESOLVED that the Horry County Council does hereby proclaim that March of 2024 is designated as “American Red Cross Month” in honor of all of those who lead with their hearts to serve people in need. The Council asks everyone to join in this commitment to strengthen our community and encourages all citizens to reach out and support the Red Cross’s humanitarian mission.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Tom Anderson, District 7
Bill Howard, District 2	Michael Masciarelli, District 8
Dennis DiSabato, District 3	R. Mark Causey, District 9
Gary Loftus, District 4	Danny Hardee, District 10
Tyler Servant, District 5	Al Allen, District 11
Cam Crawford, District 6	

Attest:

Ashley C. Carroll, Clerk to Council

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION No. R-03-2024

A RESOLUTION APPROVING TO ADVANCE MONTHLY PAYMENT OF ROAD FEES ALLOCATED TO COAST RTA AND MODIFICATION OF THE COAST RTA FUNDING AGREEMENT AND AMERICAN RESCUE PLAN ACT FUNDING AGREEMENTS.

WHEREAS, County Council enacted Resolution R-134-2023 on August 15, 2023 approving the Waccamaw Regional Transit Authority's (Coast RTA) FY2024 Budget; and

WHEREAS, County Council enacted Resolution R-170-2023 on October 17, 2023 approving the advanced monthly payment of the \$6.50 Road Fees collected in October, November, and December 2023 and January, February, and March 2024 to Coast RTA; and

WHEREAS, County Council enacted Ordinance 85-2021 on September 21, 2021 approving the funding of Coast RTA from the General Fund for Fiscal Year 2022 at the Road Fund budgeted amount of \$2,179,297 due to the Road Fee litigation and could fund an additional \$300,174 (representing \$6.50 per Road Fee collected in Fiscal Year 2022 less amount advanced by the General Fund) pending successful resolution of the Road Fee litigation; and

WHEREAS, Coast RTA provided its monthly Financial Statement for the Fiscal Year Ended September 30, 2023 which reflected a Cash Balance of \$290,964 with \$27,237 in the Operating & Maintenance Reserve account; and

WHEREAS, Section 2 of the Coast RTA Funding Agreement requires the Agency to establish a cash reserve equal to 5% of operational expenses which was established and maintained through the September 30, 2022 Fiscal Year; and

WHEREAS, Section III of the Coast RTA American Rescue Plan Act Funding Subrecipient Agreement dated September 22, 2022 requires the Agency to create an additional cash reserve by April 2023 equal to \$100,000 for the purchase of property and development of the Operations & Maintenance Facility; and

WHEREAS, Section III of the Coast RTA American Rescue Plan Act Funding Subrecipient Agreement dated July 13, 2022 provides \$440,000 for a touchless payment system which has not disbursed \$194,000 of the awarded amount; and

WHEREAS, Coast RTA requests the continuation of the advance monthly payment of the \$6.50 portion of Road Fees allocated for Coast RTA as local funding to assist with cash flow needs through the balance of the County's Fiscal Year 2024; requests a variance of the 5% Operating & Maintenance Reserve requirement until such time as Coast RTA implements a corrective fiscal plan; and requests the County reallocate \$100,000 from the American Rescue Plan Act Funding Agreement Dated July 13, 2022 to the Agreement dated September 22, 2022 and remove the additional \$100,000 cash reserve requirement.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves to advance monthly payment of the \$6.50 Road Fees collected to Coast RTA through June 2024 collections, approves a variance of the 5% Operating & Maintenance Reserve requirement through September 30, 2024 , requires Coast RTA implement a Fiscal Year 2024 budget revision to be presented to County Council no later than March 31, 2024; and approves the reallocation of \$100,000 from the

American Rescue Plan Act Funding Agreement Dated July 13, 2022 to the Agreement dated September 22, 2022 and removal of the additional \$100,000 cash reserve requirement.

AND IT IS SO RESOLVED this 20^h day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant., District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carrol, Clerk to Council

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

)
)

RESOLUTION R-04-2024

A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT AND ACCEPT, IF AWARDED, THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY JUSTICE ASSISTANCE GRANT NOT TO EXCEED \$120,554.57.

WHEREAS, the Horry County Council understands that Horry County ranks first in the state of South Carolina for the number opioid overdose deaths each year; and

WHEREAS, Horry County understands the unique challenges associated with investigation of opioid-related death cases; and

WHEREAS, the State of South Carolina Department of Public Safety has solicited applications for the hiring of drug enforcement-related investigators within local jurisdictions; and

WHEREAS, in response to the solicitation, the Horry County Police Department seeks to propose for a continuation grant for a Narcotics Detective and associated equipment and supplies, not to exceed \$120,554.57, including a local cash match of \$46,617.65.

NOW, THEREFORE, BE IT RESOLVED, that the Horry County Council hereby authorizes the Administrator to submit and accept, if awarded, the Justice Assistance Grant for the continued support of the Narcotics Detective.

AND IT IS SO RESOLVED this 20th day of February, 2024

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant., District 5
Tom Anderson, District 7
R. Mark Causey District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli, District 8
Danny Hardee, District 10

Attest:

Ashley Carroll, Clerk to Council



County Council Decision Memorandum

Horry County, South Carolina

Date: February 13, 2024
From: Joseph R. Hill, Chief of Police
Division: Public Safety
Cleared By: Randall S. Webster, Assistant Administrator for Public Safety
Re: Resolution to submit and accept if awarded a grant for a Year 2 continuation grant for a Narcotics Detective

ISSUE

The approval of the attached Resolution, to submit and accept, if awarded, a Year 2 grant for the continuation of a new position for a Narcotics Detective in the Horry County Police Department (HCPD).

BACKGROUND

In December 2017, Governor Henry McMaster declared the opioid crisis in South Carolina (SC) to be a public health emergency. Comparative data from SC's Department of Health, Environment and Control (DHEC) confirm that the emergency extends to Horry County. In 2020, Horry County ranked #1 in the state for prescription drug overdose deaths, opioid overdose deaths, and the overall number of drug overdose deaths. The County ranked #1 for the number of naloxone administrations by EMS. During that time frame, Horry County reported 170 opioid-related overdose deaths, 130 deaths involving fentanyl, and 1,087 naloxone administrations by EMS.

In recent years, the rise in opioid-related deaths has strained the resources of the HCPD's Criminal Investigative Division. Moreover, the complicated nature of opioid-related death investigations is time-consuming for detectives. For example, prescription-related opioid overdoses can be difficult to detect, as there are legitimate medical conditions for which pain relief may be needed. In older patients, the presence of other diseases can also complicate the determination of a specific cause of death. Successful investigation of these cases requires close consultations with physicians and the Coroner's Office, as well as specialized interview and intelligence-gathering techniques.

Through the Justice Assistance Grants (JAG) program, the South Carolina Department of Public Safety (SC DPS) provides the opportunity to hire new investigators in targeted areas, and prioritized narcotics-focused law enforcement initiatives in last year's request for applications. The grant was funded, and the position has been filled. The Horry County Police Department seeks to request a second year of funding for this position through the JAG program. The total grant-funded component of this project is \$108,499.11. The cash match requirement is \$12,055.46. The total grant amount is \$120,554.57. This one-year grant is renewable up to a total of three years' funding.

RECOMMENDATION

Staff requests the Public Safety Committee recommend to Council the approval of the attached Resolution to submit and accept, if awarded, the SC DPS JAG award for the continuation of the Narcotics Detective position.

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

)
)

RESOLUTION R-05-2024

A RESOLUTION AUTHORIZING THE HORRY COUNTY POLICE DEPARTMENT TO SUBMIT AND ACCEPT, IF AWARDED, THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY BYRNE STATE CRISIS INTERVENTION PROGRAM GRANT NOT TO EXCEED \$236,009.95.

WHEREAS, the Horry County Council understands that the Horry County Police Department (HCPD) must increase capacity to handle calls involving individuals with mental health disorders; and

WHEREAS, the Horry County Police Department has officers certified in crisis intervention; and

WHEREAS, the South Carolina Department of Public Safety Byrne State Crisis Intervention Program has solicited applications for to strengthen Crisis Intervention responses; and

WHEREAS, in response to the solicitation, the HCPD seek to propose for a grant providing a second year of support for of two civilian mental health professionals, not to exceed \$236,009.95.

NOW, THEREFORE, BE IT RESOLVED, that the Horry County Council hereby authorizes the Administrator to submit and accept, if awarded, the South Carolina Department of Public Safety Byrne State Crisis Intervention Program grant.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant., District 5
Tom Anderson, District 7
R. Mark Causey, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli, District 8
Danny Hardee, District 10

Attest:

Ashley Carroll, Clerk to Council



County Council Decision Memorandum

Horry County, South Carolina

Date: February 13, 2024
From: Joseph Hill, Chief, Horry County Police Department
Division: Public Safety
Cleared By: Randall S. Webster, Assistant Administrator for Public Safety
Re: Resolution to submit and accept if awarded a SC Department of Public Safety
Byrne State Crisis Intervention Program grant

ISSUE

The approval of the attached Resolution, to submit and accept, if awarded, a Year 2 continuation grant to fund two (2) civilian crisis interventionists for the Horry County Police Department as part of new initiative under the South Carolina Department of Public Safety's Byrne State Crisis Intervention Program.

BACKGROUND

Mental health has been raised as an issue in communities across the United States, particularly in the wake of the COVID-19 pandemic. Often, law enforcement officers come into contact with individuals who have mental health and/or substance abuse disorders. The Byrne State Crisis Intervention Program grant is designed to support law enforcement-behavioral health cross-system collaboration to improve public health and safety as well as responses to and outcomes for individuals with mental health disorders (MHDs) or co-occurring mental health and substance use disorders (MHSUDs). Among other priorities, the Byrne State Crisis Intervention Program provides funding for law enforcement agencies to design and implement a behavioral health crisis response program to improve encounters with individuals who have MHDs or co-occurring MHSUDs, and to refer them appropriately.

To address these issues, The Horry County Police Department submitted a grant in Spring 2023 to develop Crisis Intervention Teams (CIT) to hire two (2) civilian mental health to respond to patrol officers dealing with mental health-related calls. The grant was funded and hiring for the new personnel is in progress. The Horry County Police Department requests to submit a continuation grant for a second year of funding for these positions. The request for state funding will be \$236,009.95. This grant requires no match.

RECOMMENDATION

Staff requests the Public Safety Committee recommend to Council the approval of the attached Resolution to submit and accept, if awarded, the South Carolina Department of Public Safety Byrne Crisis Intervention Program Grant.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-06-2024

A RESOLUTION TO APPROVE THE APPLICATION TO THE SOUTH CAROLINA OPIOID RECOVERY FUND BOARD FOR THE GUARANTEED POLITICAL SUBDIVISION SUBFUND, TO ACCEPT THE GRANT IF AWARDED AND AUTHORIZE AND APPROPRIATE OPIOID SETTLEMENT FUNDS FOR THE HIRING OF TWO (2) ADDITIONAL HARM REDUCTION SPECIALISTS FOR HORRY COUNTY FIRE RESCUE.

WHEREAS, Horry County Council adopted Ordinance 42-2023, AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA FOR FISCAL YEAR ENDING JUNE 30, 2024; and

WHEREAS, Ordinance 42-2023 included Section 17 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 has been allocated \$1,798,217.99 from the settlement payments; and

WHEREAS, the County would desire to continue to provide additional services for a) 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 e) administrative funding to support grant management for this effort; and

WHEREAS, the Public Safety Division is recommending the expansion of the Opioid Harm Reduction Program led by Horry County Fire Rescue's EMS unit through the hiring of two (2) Harm Reduction Specialists; and

WHEREAS, THEREFORE, BE IT RESOLVED that Horry County Council approves the application for Opioid Settlement Funds and appropriates \$368,525.45 for the hiring of two (2) additional Harm Reduction Specialists in Horry County Fire Rescue.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant., District 5
Tom Anderson, District 7
R. Mark Causey, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli, District 8
Danny Hardee, District 10

Attest:

Ashley Carroll, Clerk to Council



County Council Decision Memorandum

Horry County, South Carolina

Date: February 13, 2024
From: Joseph Tanner, Chief, Horry County Fire Rescue
Division: Administration
Cleared By: Randall S. Webster, Assistant Administrator for Public Safety
Re: Resolution to approve the application to the South Carolina Opioid Recovery Fund Board for the Guaranteed Political Subdivision Subfund, to accept the grant, if awarded, and to authorize and appropriate Opioid Settlement Funds for the hiring of two additional Harm Reduction Specialists for HCFR

ISSUE

The approval of the attached Resolution, to submit and accept, if awarded, a grant to the SC Opioid Recovery Fund Board funding in the amount of \$368,525.45 to hire two additional Harm Reduction Specialists within Horry County Fire Rescue to address the opioid crisis in Horry County.

BACKGROUND

The South Carolina Opioid Recovery Fund (SCORF) Board was established by the South Carolina Opioid Recovery Act, SC Code §11-58-10 et seq., to be used for the administration and disbursement from the South Carolina Opioid Funds in accordance with the terms of In re South Carolina Opioid Litigation settlement agreements. SCORF funds are distributed to enable communities to address the impacts of the opioid epidemic. Guaranteed Political Subdivision funding has been set aside for Horry County, the City of Myrtle Beach, the City of North Myrtle Beach and the City of Conway. Jurisdictions propose to the SCORF Board to support local initiatives aligning with eligible uses of this funding. Horry County received funding for an initial set of four (4) projects for CY 2024, including a) establishment of a Female Jail Diversion and Reentry Program at J Reuben Long Detention Center, b) a Harm Reduction initiative led by Horry County Fire Rescue (HCFR) to provide funding and training community paramedics to conduct pre-arrest diversion programs, c) expansion of Treatment Court Programs led by the Solicitor's Office, and d) establishment of a Public Safety Employee Assistance Program (EAP). Through its application for CY 2024 funding, staff also seeks to extend the funding for the programs established last year, while adding a new initiative for the Horry County Police Department (HCPD). The HCPD application was approved by Horry County Council on November 14, 2023 as part of R-186-2023.

Since its inception, HCFR's Harm Reduction Program has met with considerable success, with a hundreds of individuals having been impacted by its programs. Moreover, with only two Harm Reduction Specialists to cover the entire County, demand far exceeds the current response capability. Horry County Fire Rescue proposes to add two (2) Harm Reduction Specialists to the team, bringing the total number of Harm Reduction Specialists to four (4).

The budget also contains a request for administrative fees to pay for time and effort of grants staff to manage the grants, and to complete and submit required financial and performance reports.

RECOMMENDATION

Staff requests the Public Safety Committee recommend to Council the approval of the attached Resolution to approve the application to the South Carolina Opioid Recovery Fund Board for the Guaranteed Political Subdivision Subfund, to accept the grant, if awarded, and authorize and appropriate Opioid Settlement Funds to support the hiring of two (2) additional Harm Reduction Specialists for HCFR and to accept the grant, if awarded.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION NO. 07-2024

A RESOLUTION DECLARING A SERVICE WEAPON AS SURPLUS PROPERTY AND MAKING IT AVAILABLE TO A RETIRING POLICE OFFICER.

WHEREAS, the Horry County Council has previously recognized the appropriateness of allowing a retiring police officer to retain possession of his service weapon. Retiring officers who have provided at least 20 years of service to Horry County should be given their service weapon as a token of appreciation for their service to Horry County; and

WHEREAS, Sergeant Steve Causey will retire from the Horry County Sheriff's Office on December 29, 2023, after 26 years, 3 months, and 27 days of service; and

WHEREAS, Horry County Council now desires to declare this weapon Glock Model 45, serial number BLDV718) surplus so that it can be made available to the retiring police officer.

NOW, THEREFORE, BE IT RESOLVED, by Horry County Council that the service weapon of retired Sergeant Steve Causey declared surplus and that it be made available to him for his critical service to Horry County.

AND IT IS SO RESOLVED.

Dated this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-08-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CHESTNUT RIDGE PHASE 3 (HAYLOFT CIRCLE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Chestnut Ridge Phase 3 (Hayloft Circle) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Chestnut Ridge Phase 3 (Hayloft Circle) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Chestnut Ridge Phase 3 (Hayloft Circle) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Chestnut Ridge Phase 3 (Hayloft Circle) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Chestnut Ridge Phase 3 (Hayloft Circle) = .24 miles in length (1,267.20') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

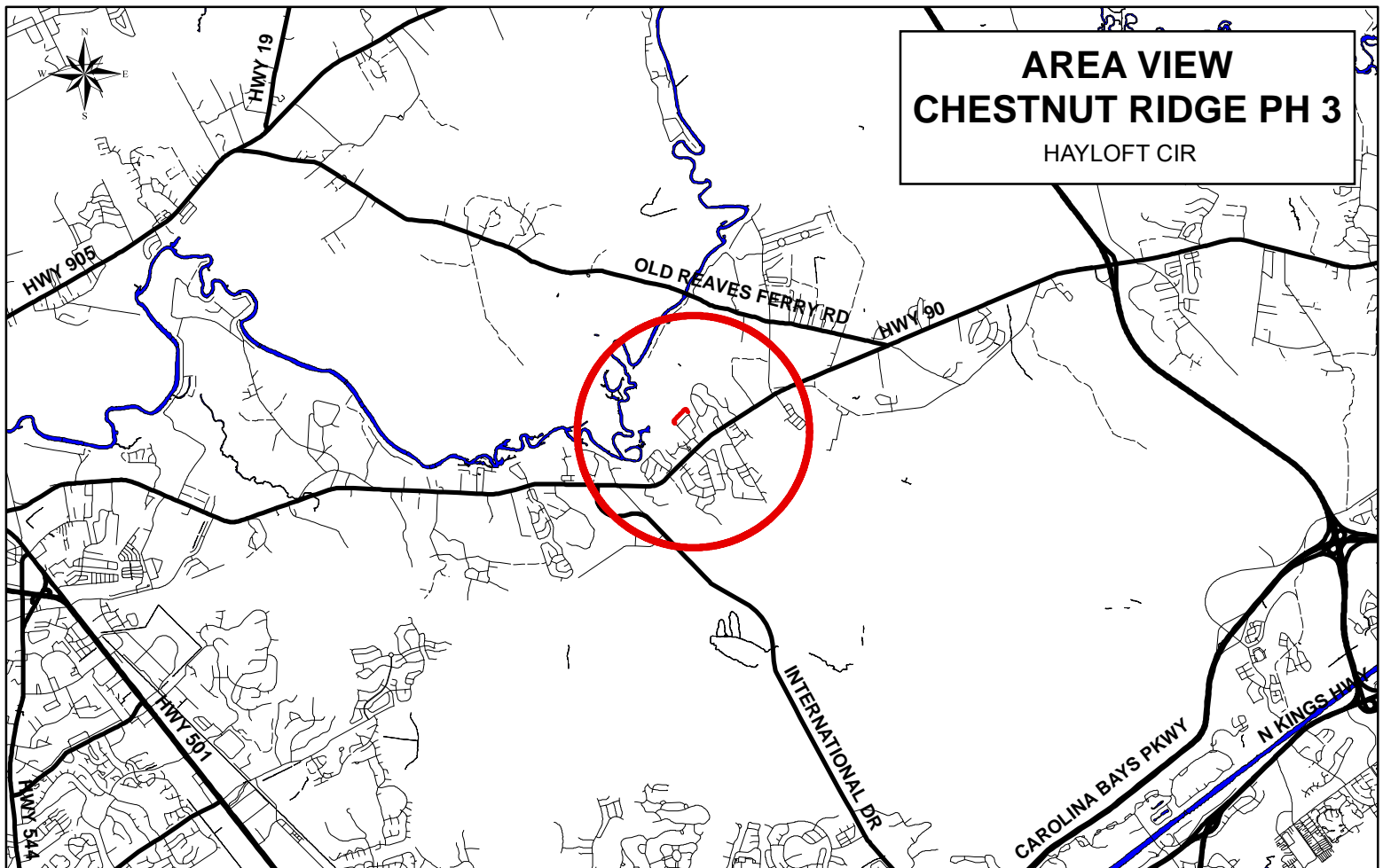
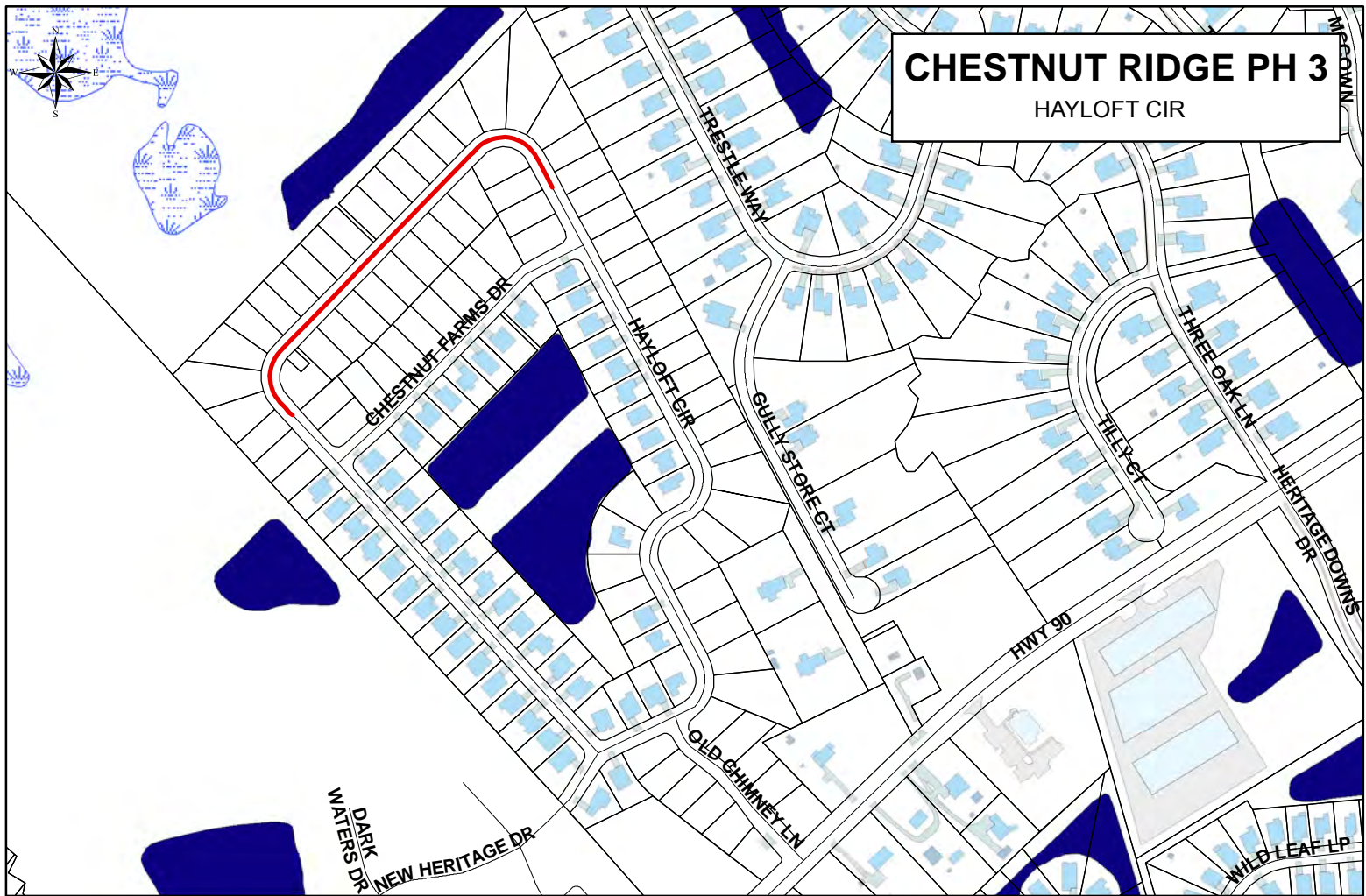
- OPTION A:** Approve acceptance into the County maintenance system of Chestnut Ridge Phase 3 (Hayloft Circle).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Chestnut Ridge Phase 3 (Hayloft Circle). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-09-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF HEATHER GLEN PHASE 10 (MCGREGOR DRIVE, EDINBURGH DRIVE, HEATHER GLEN BOULEVARD, AND AINSLEY DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive) = .43 miles in length (2,270.40') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

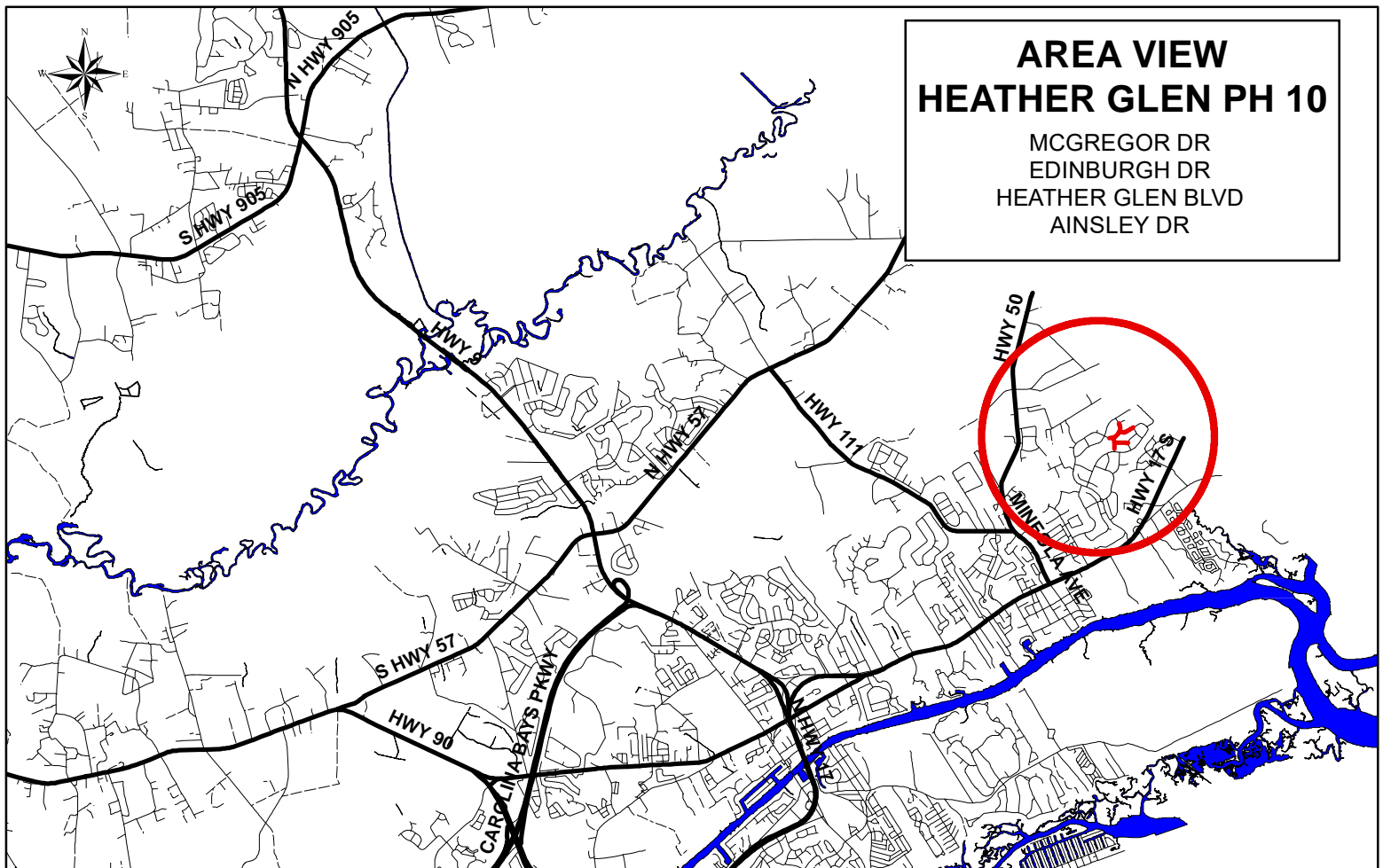
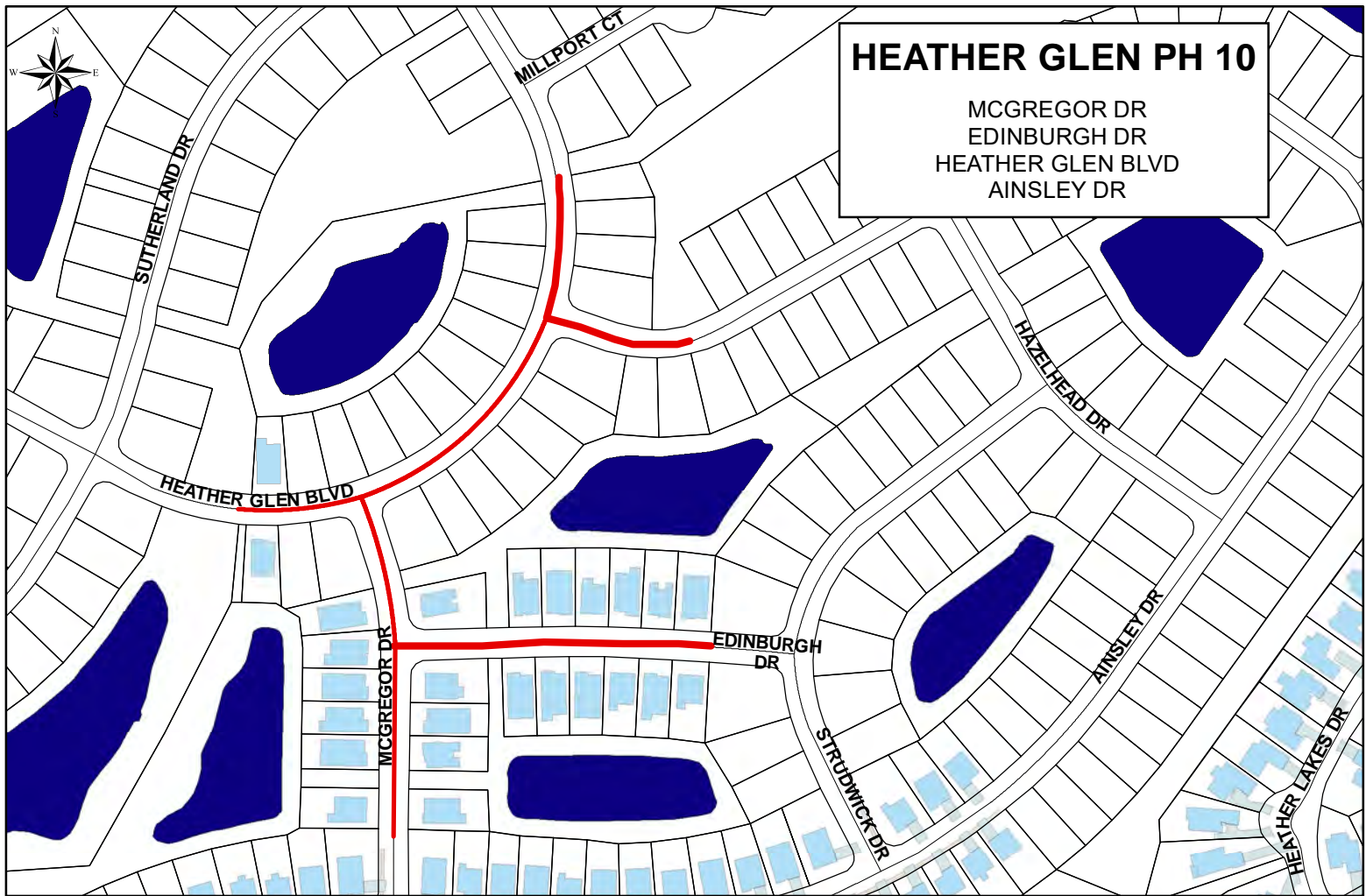
OPTION A: Approve acceptance into the County maintenance system of Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty cash bond for Heather Glen Phase 10 (McGregor Drive, Edinburgh Drive, Heather Glen Boulevard, and Ainsley Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-10-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF HEATHER GLEN PHASE 12 (EDINBURGH DRIVE, HAZELHEAD DRIVE, STRUDWICK DRIVE, AND AINSLEY DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive) = .45 miles in length (2,376.00') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

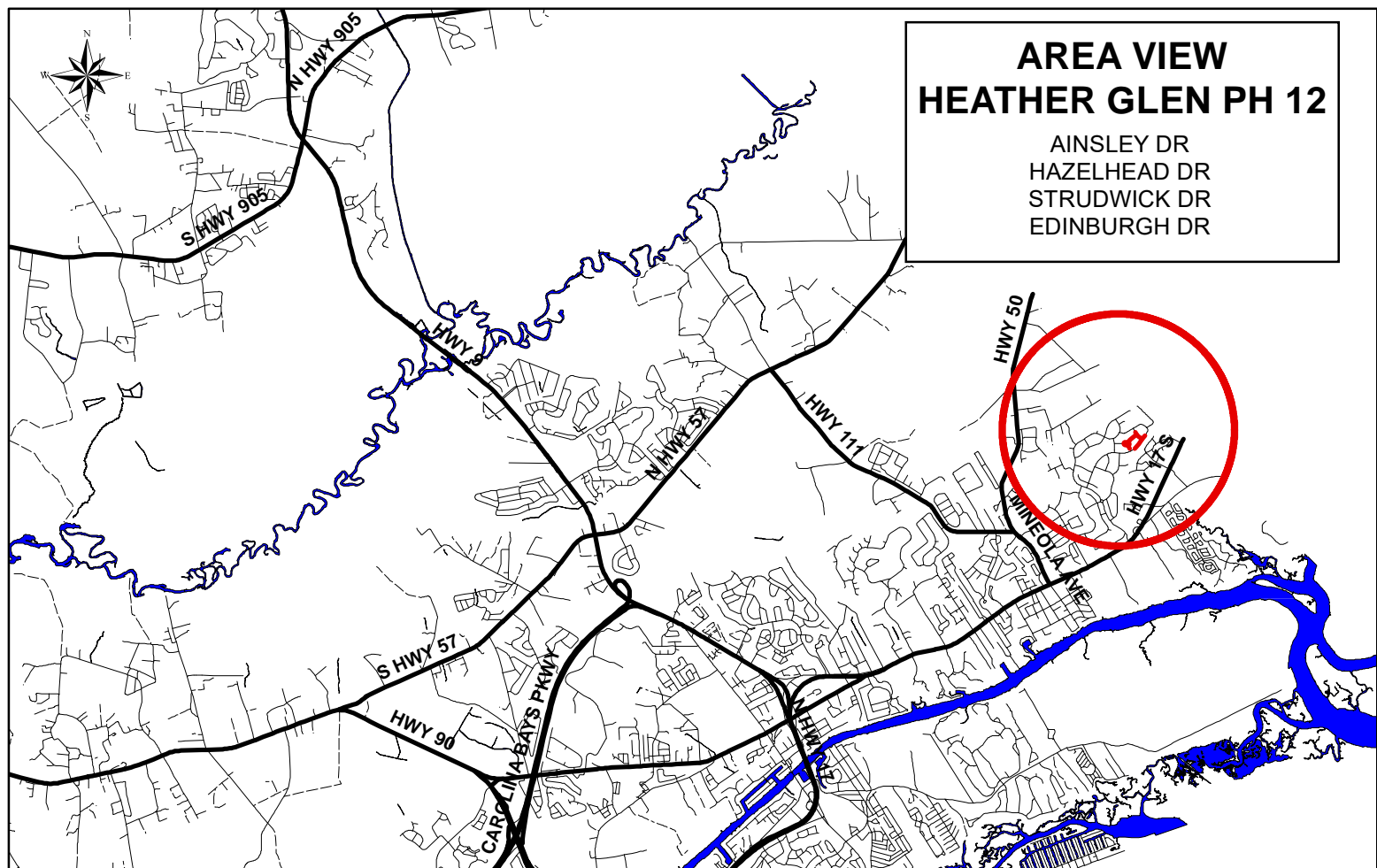
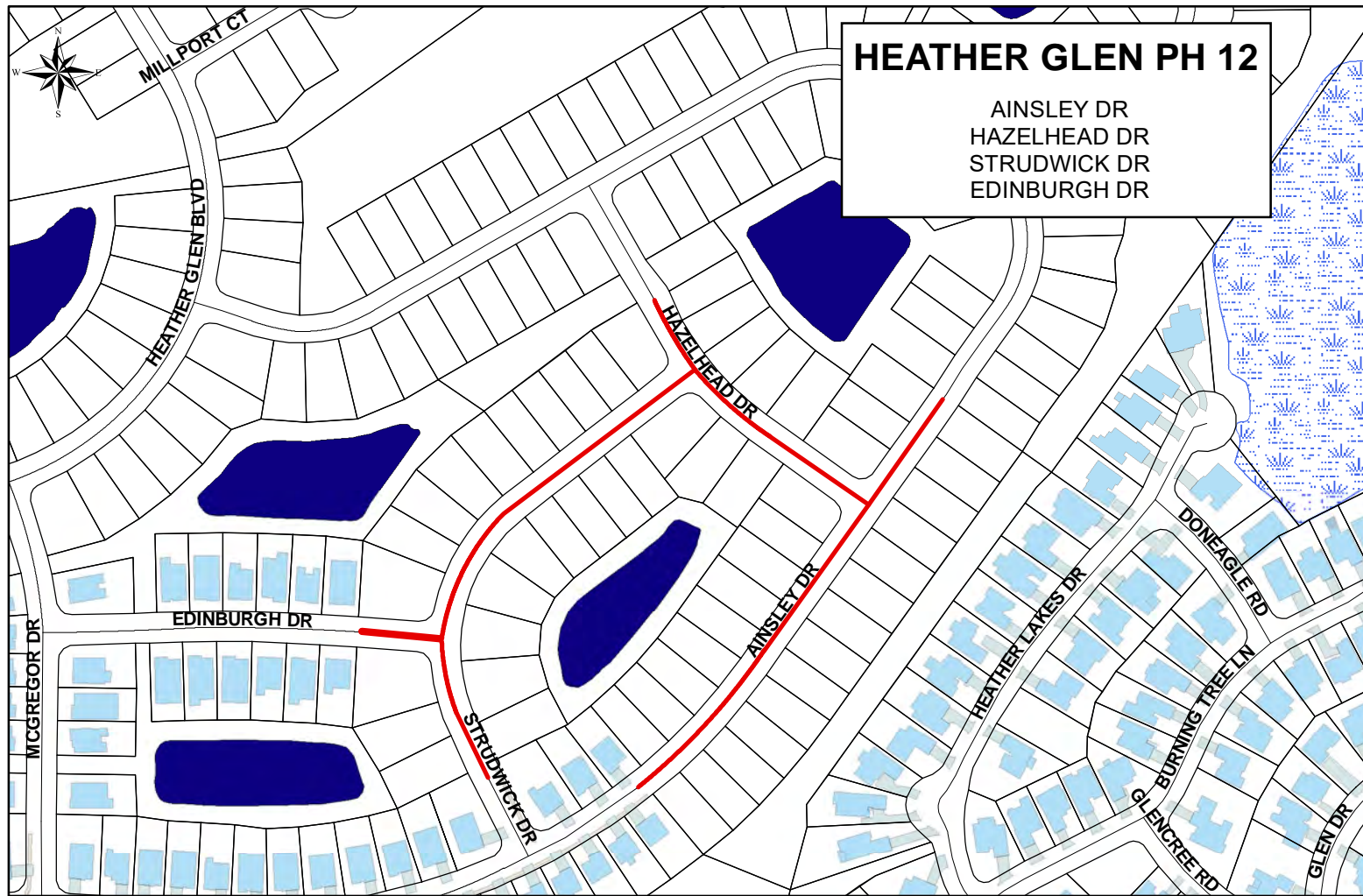
- OPTION A:** Approve acceptance into the County maintenance system of Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty cash bond for Heather Glen Phase 12 (Edinburgh Drive, Hazelhead Drive, Strudwick Drive, and Ainsley Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-11-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF JORDANVILLE FARMS PHASE 2 (COUNTRY GROVE WAY, BARLEY FIELD WAY, AND PLANTERS MOON DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive) = .42 miles in length (2,217.60') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

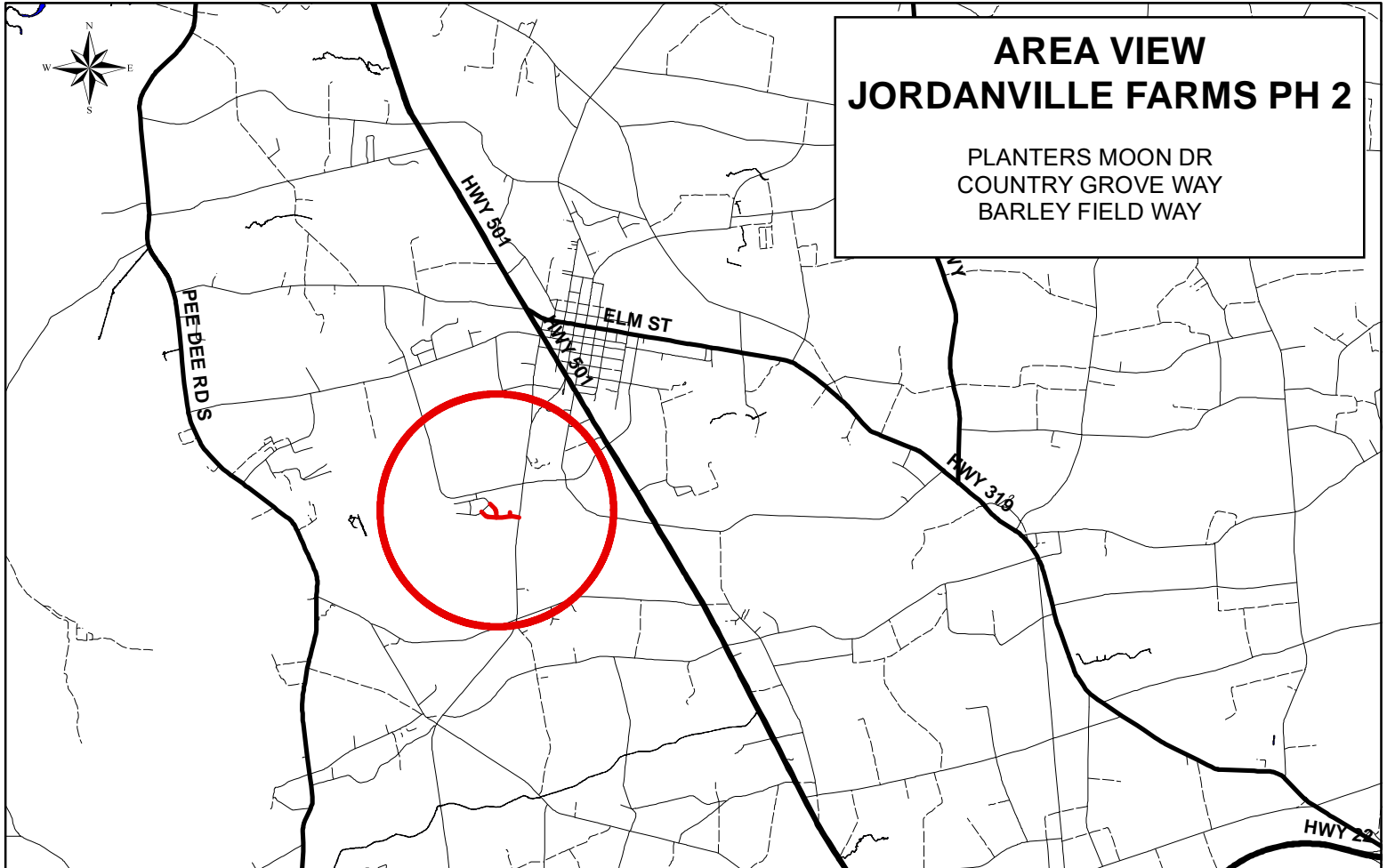
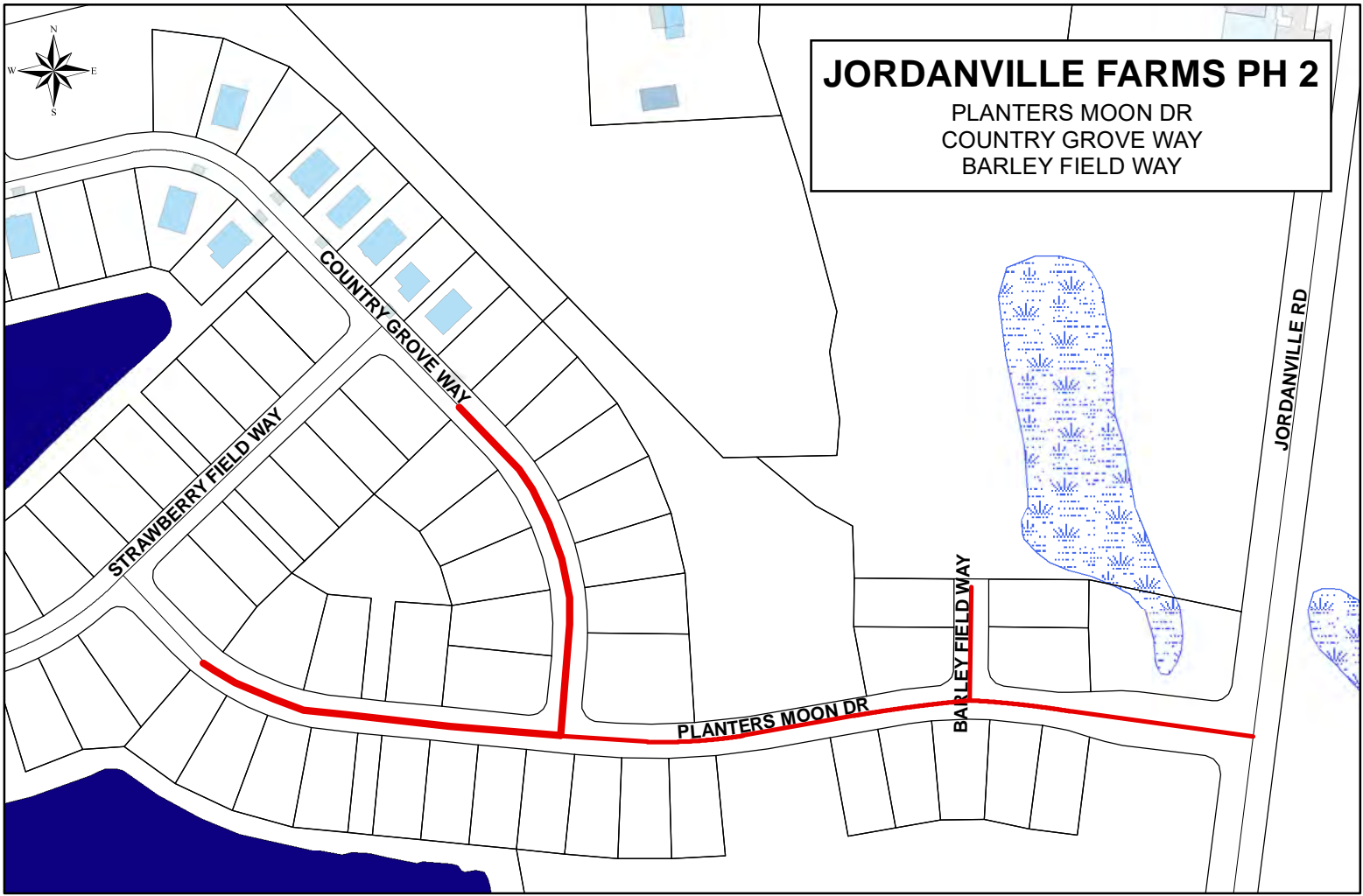
- OPTION A:** Approve acceptance into the County maintenance system of Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive).
- OPTION B:** Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty cash bond for Jordanville Farms Phase 2 (Country Grove Way, Barley Field Way, and Planters Moon Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-12-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF SHOREHAVEN VILLAGE PHASE 2 (WOODRUSH LOOP AND CAMBRIA COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court) = .34 miles in length (1,795.20') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

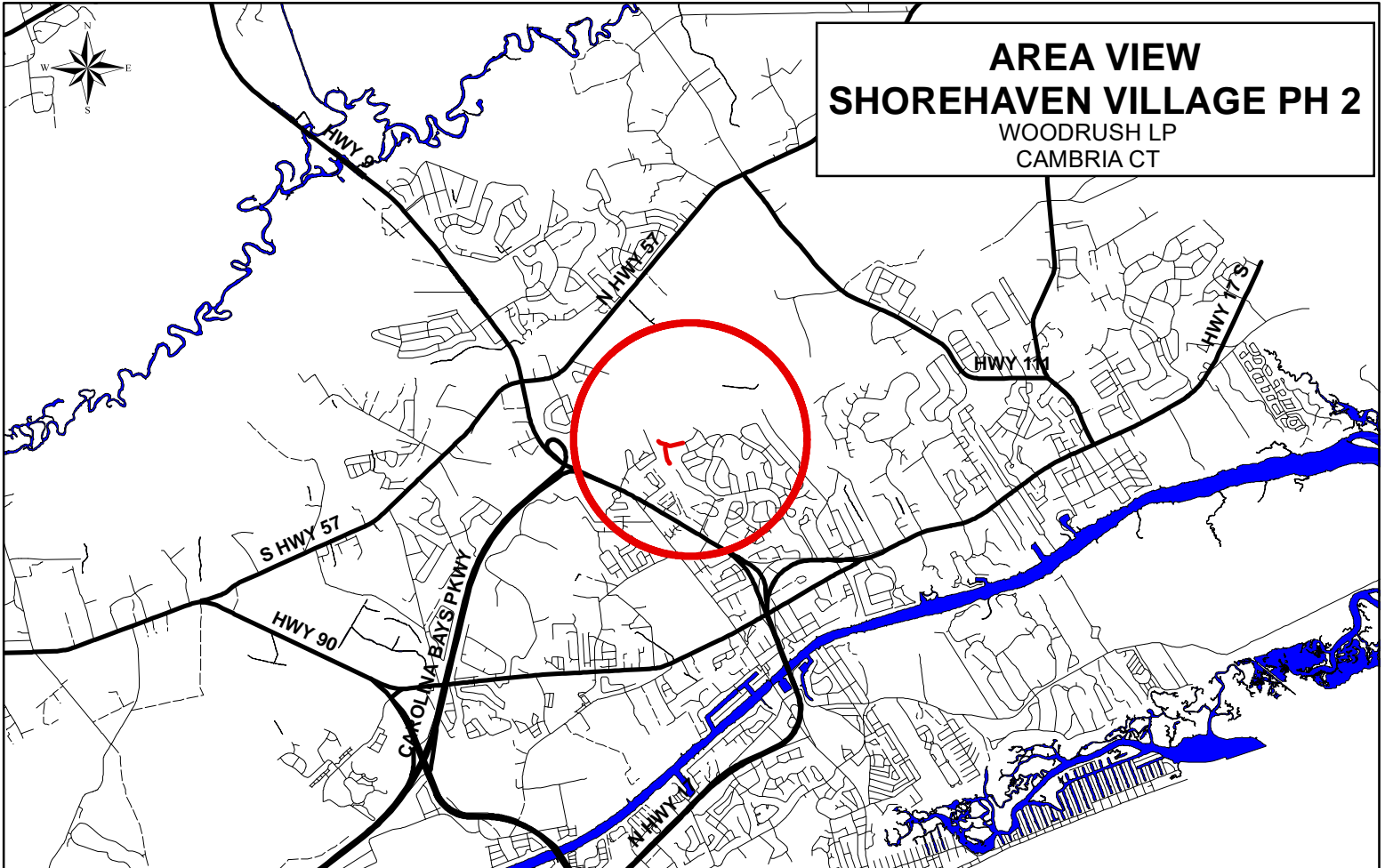
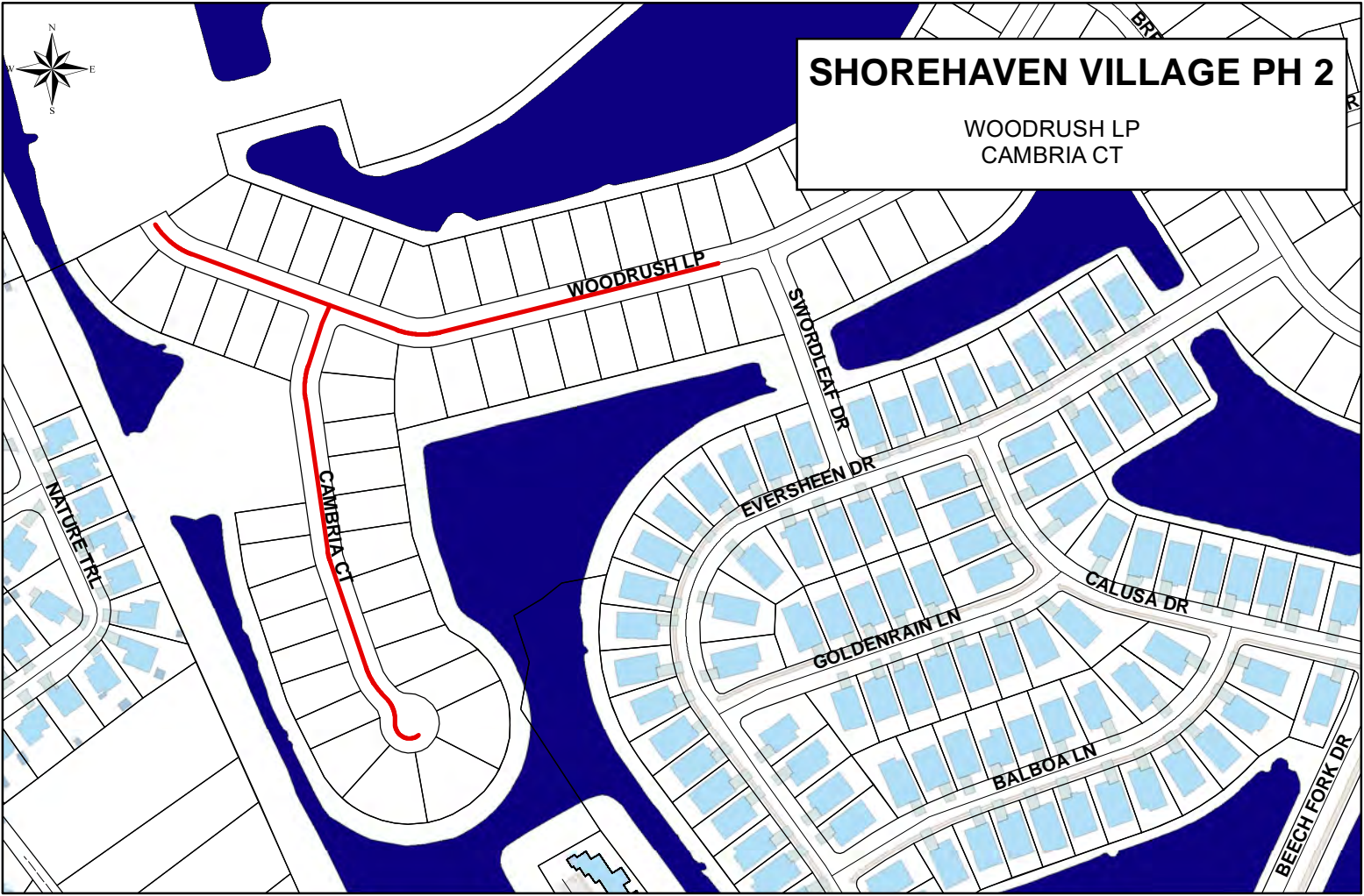
OPTION A: Approve acceptance into the County maintenance system of Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Shorehaven Village Phase 2 (Woodrush Loop and Cambria Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-13-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF VILLAGES @ BERKSHIRE FOREST PHASE 9 (GREEN GARDEN WAY AND FLINTSHIRE DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Tom Anderson, District 7
R. Mark Causey, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Michael Masciarelli, District 8
Danny Hardee, District 10

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive) = .23 miles in length (1,214.40') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

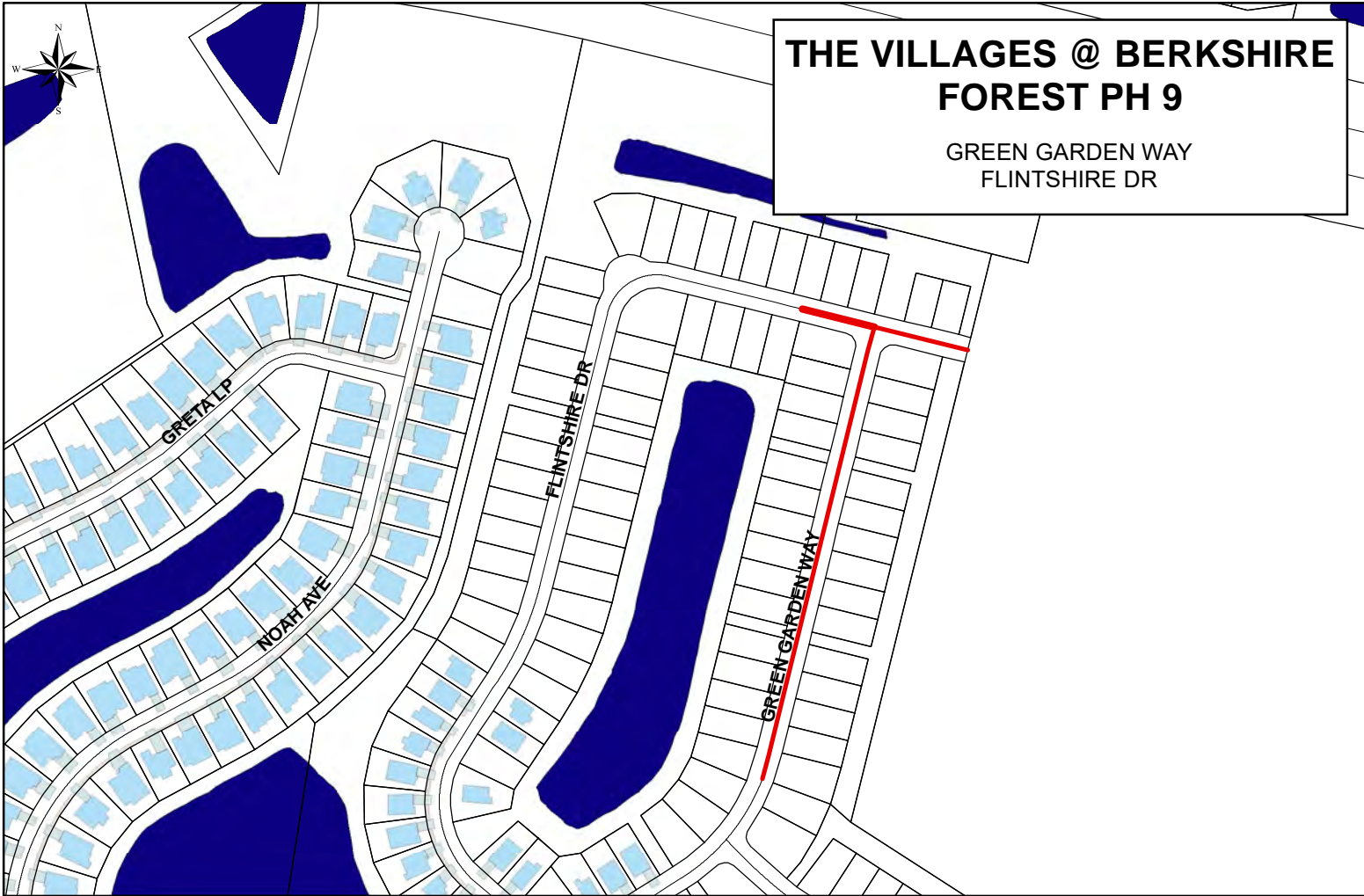
OPTION A: Approve acceptance into the County maintenance system of Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

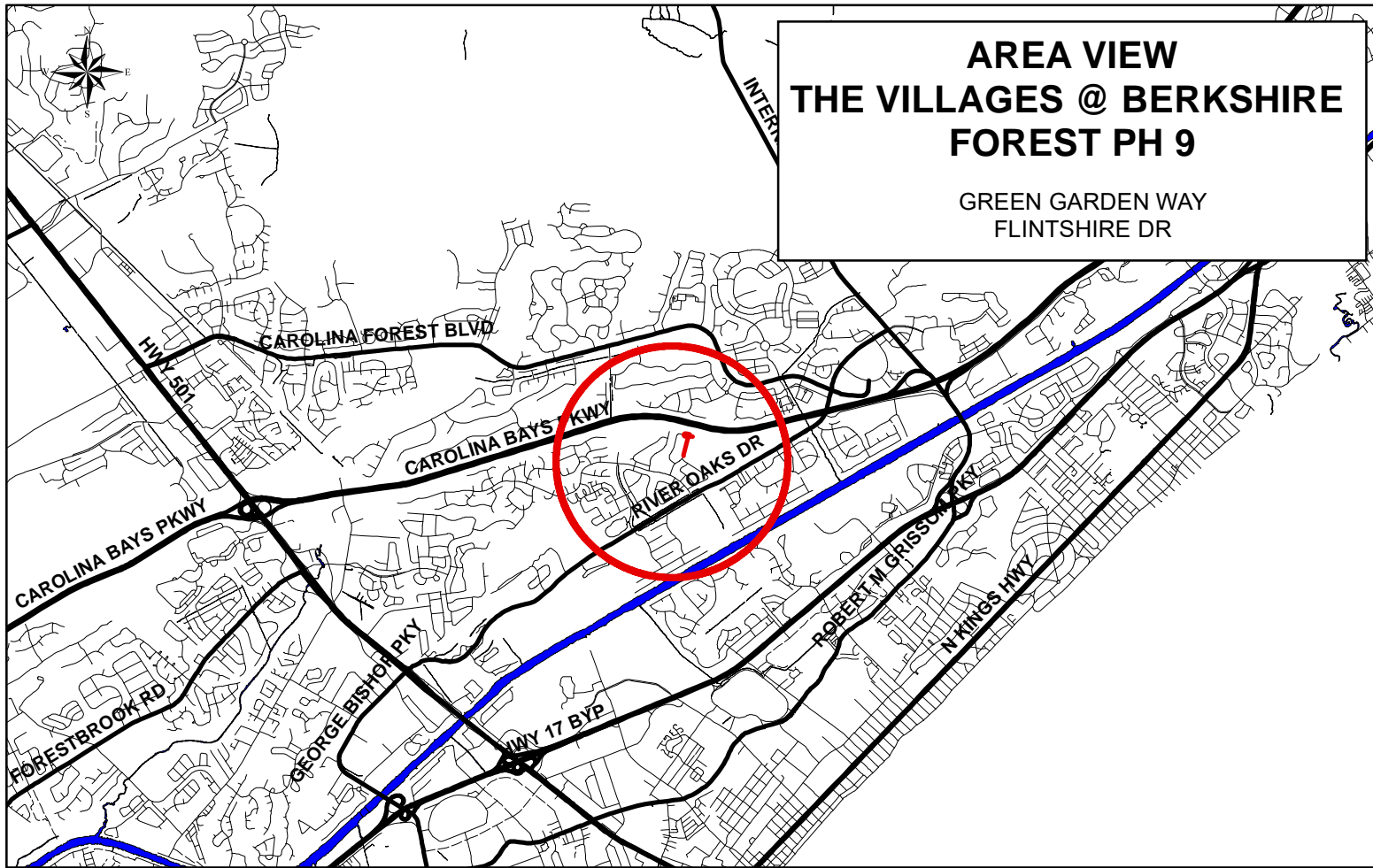
BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty cash bond for Villages @ Berkshire Forest Phase 9 (Green Garden Way and Flintshire Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



**THE VILLAGES @ BERKSHIRE
FOREST PH 9**

GREEN GARDEN WAY
FLINTSHIRE DR



**AREA VIEW
THE VILLAGES @ BERKSHIRE
FOREST PH 9**

GREEN GARDEN WAY
FLINTSHIRE DR

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-14-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF VILLAGES @ BERKSHIRE FOREST PHASE 10 (FLINTSHIRE DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Villages @ Berkshire Forest Phase 10 (Flintshire Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Villages @ Berkshire Forest Phase 10 (Flintshire Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Villages @ Berkshire Forest Phase 10 (Flintshire Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of Villages @ Berkshire Forest Phase 10 (Flintshire Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of Villages @ Berkshire Forest Phase 10 (Flintshire Drive) = .23 miles in length (1,214.40') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

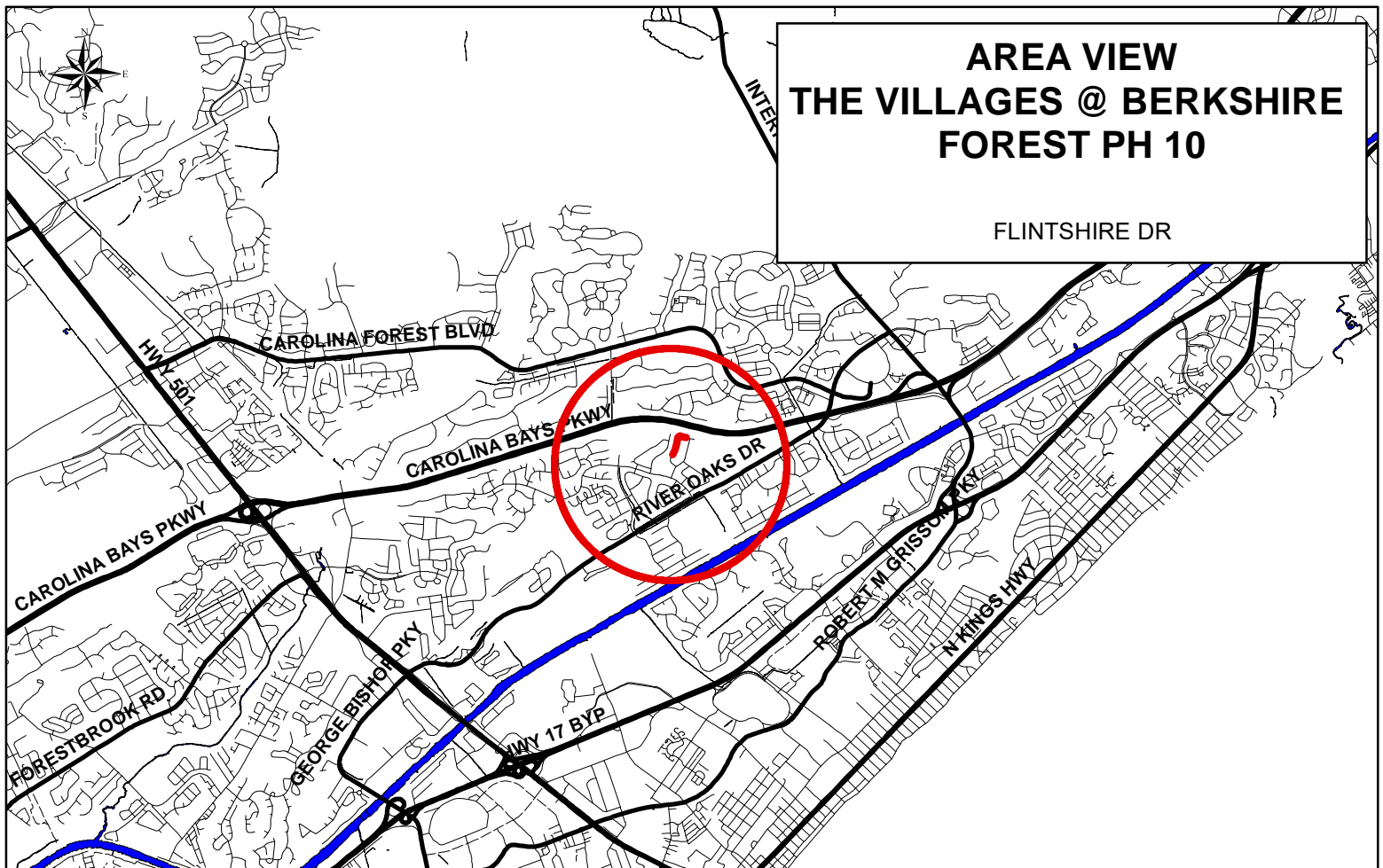
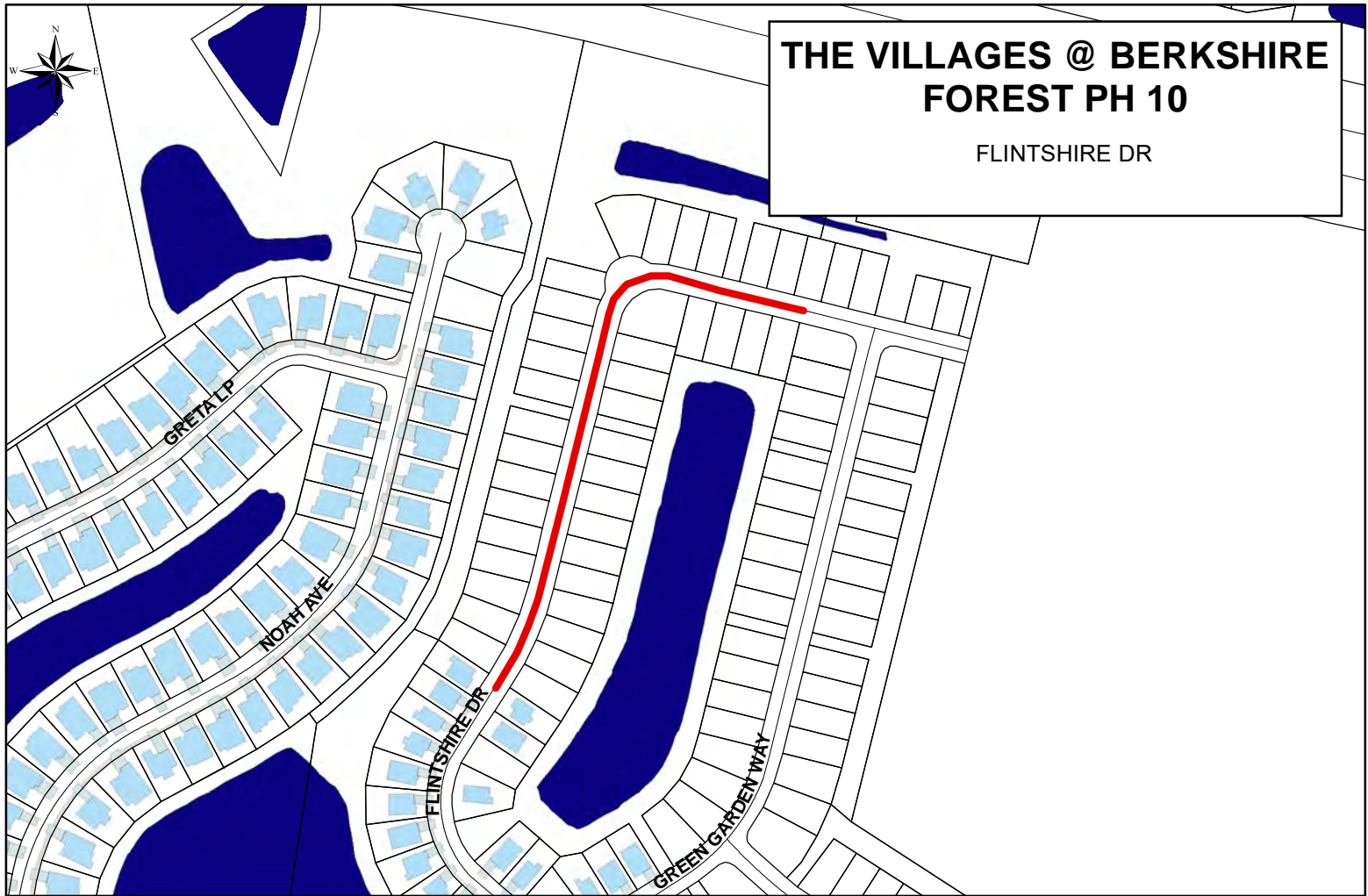
- OPTION A:** Approve acceptance into the County maintenance system of Villages @ Berkshire Forest Phase 10 (Flintshire Drive).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty cash bond for Villages @ Berkshire Forest Phase 10 (Flintshire Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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RESOLUTION R-15-2024

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF THE WILLOWS PHASE 1 (LITTLE CEDAR DRIVE, BIG CEDAR DRIVE, MILLBROOK WAY, AND SHEEPBRIDGE WAY) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Tom Anderson, District 7	Michael Masciarelli, District 8
R. Mark Causey, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Ashley Carroll, Clerk to Council

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

Date:	February 1, 2024
From:	David Gilreath, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Tina Mazzo, Plan Expediter
Cleared By:	David Gilreath, P.E.
Committee:	Infrastructure & Regulation
Issue:	Acceptance into the Horry County Maintenance System

ISSUE

The developers of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way) = 1.04 miles in length (5,491.20') request the roads and drainage be dedicated to Horry County.

PROPOSED ACTION

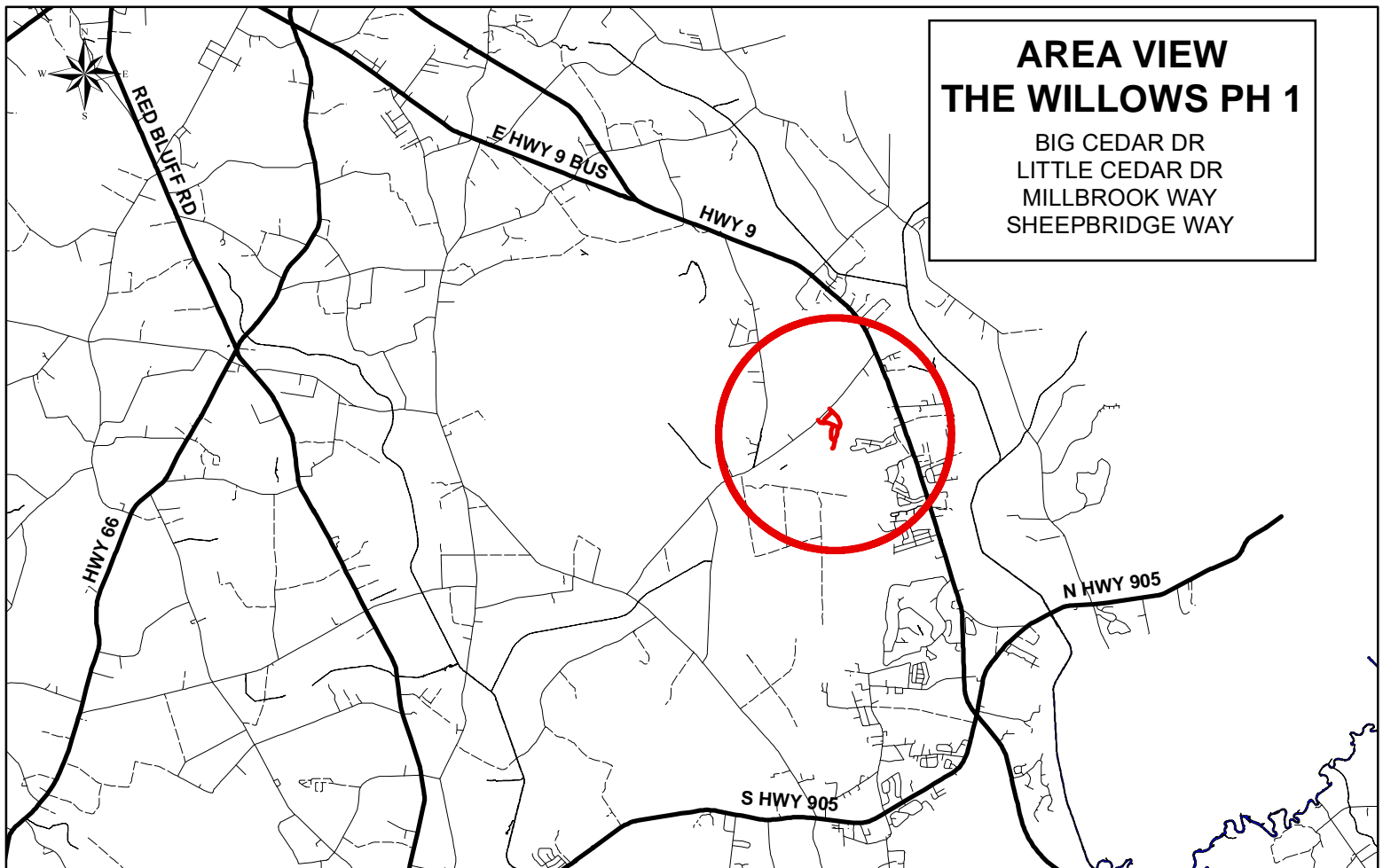
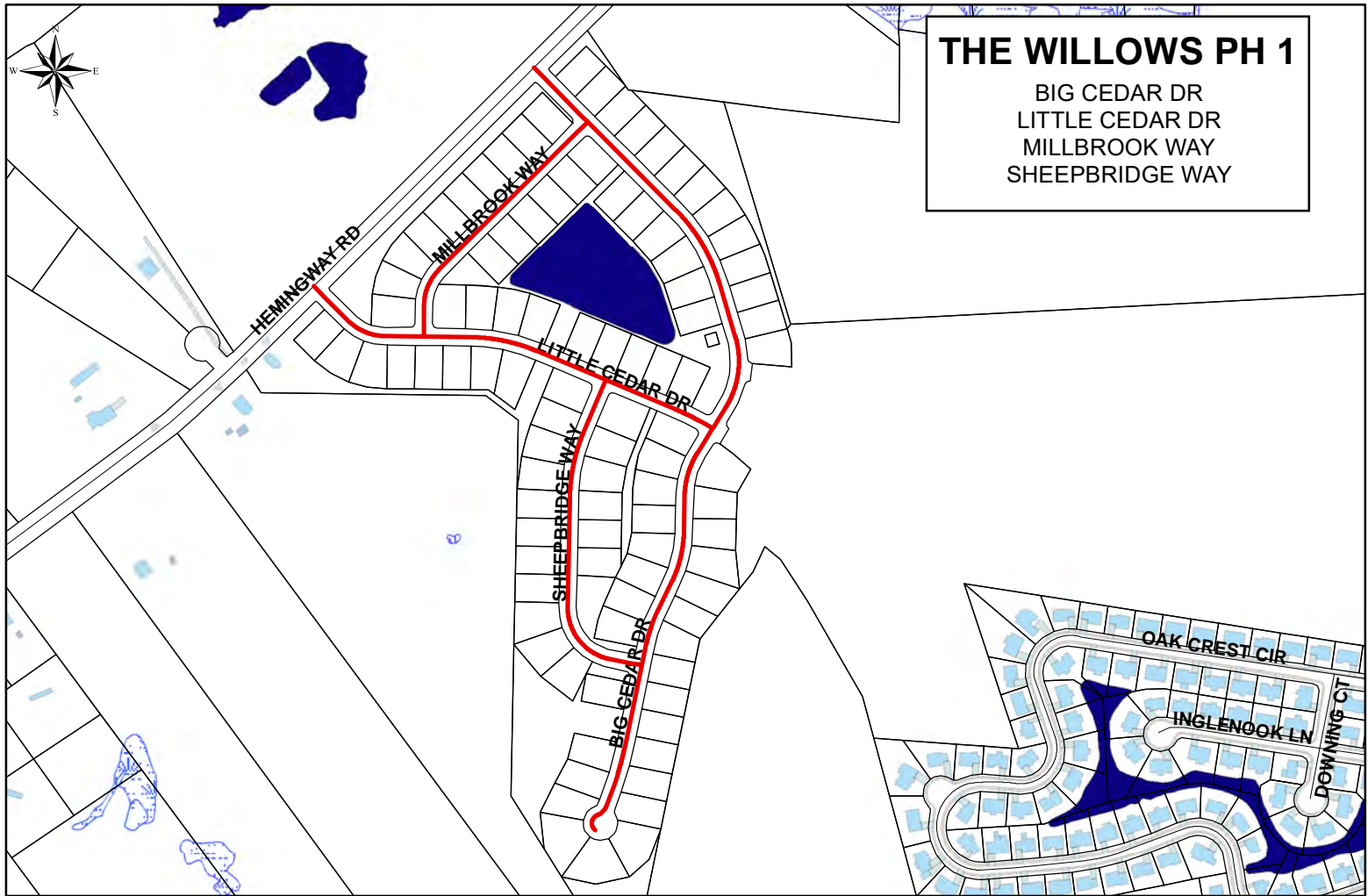
OPTION A: Approve acceptance into the County maintenance system of The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way).
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for The Willows Phase 1 (Little Cedar Drive, Big Cedar Drive, Millbrook Way, and Sheepbridge Way). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

COMMUNITY BENEFIT RESOLUTION R-01-2024

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 & Purpose</u>
8	\$1400.00	<u>HC Animal Care</u> – to assist with the spay and neuter program for dogs.

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 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council



REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request Made to Council District(s): 8 Date of Request: 12/5/23

Name of Non-profit Organization Making Request: Hc Animal Care
(Must list the legal name of the organization that matches the Federal ID Number)

Address: _____

Phone: _____ Email: _____

Federal ID Number: _____ IRS Tax Exemption Letter Attached? ☐ Yes ☐ No
(If above answer is "No", attach other information that supports that your organization is exempt from tax.)

IRS Code Section Under Which Tax Exemption Was Granted: _____

Provide Description of Tax-exempt Purpose of this Organization:

Amount Requested: \$1400 Date Needed: Early 2024

Describe Below in Specific Detail how the Funds will be Spent if awarded.

Funds will be used to help with the spay and
neuter program for dogs.

Requested By (Printed Name): _____ Title: _____

Signature: Reg. Per Michael Masciarelli

Please email completed forms and supporting documents to: carrolla@horrycountysc.gov

For any questions regarding the Community Benefit Fund request please call 843-915-5120.

For Staff:

Request Received: 12/5/23

Check Disposition: _____

Carroll, Ashley C.

From: Wyatt, Justin
Sent: Thursday, December 7, 2023 8:00 AM
To: Carroll, Ashley C.
Subject: FW: CBF Request for HC Animal Care

Justin P Wyatt | Captain
Horry County Government
Horry County Police
2560 N Main St. Conway, SC 29526
Tel 843.915.7974 | email: WyattJ@horrycountysc.gov

From: Martin, Brittany <martinbr@horrycountysc.gov>
Sent: Thursday, December 7, 2023 7:59 AM
To: Wyatt, Justin <WyattJ@horrycountysc.gov>; Cast, Kevin <cast.kevin@horrycountysc.gov>
Cc: Leonhardt, Kris <LeonharB@horrycountysc.gov>
Subject: RE: CBF Request for HC Animal Care

This is the account number for the Animal Care Center general donations 100-11-335-000-580-000-580135

Please let me know if you need anything else.

Thank you,
Brittany N. Martin
Office Manager
Horry County Police Department
Animal & Environmental Services
1923 Industrial Park Road, Conway, South Carolina 29526
Tel: (843) 915-6980 | martinbr@horrycountysc.gov

From: Wyatt, Justin <WyattJ@horrycountysc.gov>
Sent: Wednesday, December 6, 2023 6:38 PM
To: Cast, Kevin <cast.kevin@horrycountysc.gov>
Cc: Martin, Brittany <martinbr@horrycountysc.gov>; Leonhardt, Kris <LeonharB@horrycountysc.gov>
Subject: FW: CBF Request for HC Animal Care

I need the donations account project string please

Justin P Wyatt | Captain
Horry County Government
Horry County Police
2560 N Main St. Conway, SC 29526
Tel 843.915.7974 | email: WyattJ@horrycountysc.gov

From: Webster, Randy <websterr@horrycountysc.gov>
Sent: Tuesday, December 5, 2023 10:27 PM

To: Carroll, Ashley C. <carrolla@horrycountysc.gov>; Wyatt, Justin <WyattJ@horrycountysc.gov>; Masciarelli, Mike <Masciarelli.Mike@horrycountysc.gov>

Subject: Re: CBF Request for HC Animal Care

Thanks!

Randall S Webster
Assistant County Administrator
Public Safety
Horry County Government
2560 Main Street
Conway, SC 29526
Office 843-915-5150 or 843-915-5400
Mobile 843-997-8411
websterr@horrycountysc.gov

From: Carroll, Ashley C. <carrolla@horrycountysc.gov>

Sent: Tuesday, December 5, 2023 12:28:41 PM

To: Wyatt, Justin <WyattJ@horrycountysc.gov>; Masciarelli, Mike <Masciarelli.Mike@horrycountysc.gov>

Cc: Webster, Randy <websterr@horrycountysc.gov>

Subject: CBF Request for HC Animal Care

Good afternoon.

I just wanted to circle around with everyone and make you aware. Councilman Masciarelli would like to donate some of his CBFs to the Animal Care Center. Capt. Wyatt I have completed the application on behalf of HC Animal Care in the amount pledged (\$1400) by Councilman Masciarelli. I will have it ready to go when the next Admin Committee meeting occurs. That won't be until sometime after the new year.

Also, Capt. I can do it through finance as a transfer, since it is going to your department. That way, no one has to deal with the live check. I would just need you to send me the account number where you would like the funds transferred.

Best regards,

Ashley C. Carroll | Clerk to Council

Horry County Government

County Council Office

1301 Second Ave, Conway, South Carolina 29526

Tel: (843) 915-6835 | Fax: (843) 915-6120 | carrolla@horrycountysc.gov

www.horrycountysc.gov

Funds Transfer Request
Council Community Benefit Fund Allocations

Payee: HC Animal Care

To Account #: 100-11-335-000-580-000-580135 (Animal Care General Donations)

Amount: \$1,400

Date Requested: 12/5/2023 **Needed:** 2/29/2024

From Account #(s): 100-10-100-145-520-000-520022 (Masciarelli)

Purpose of Check: Distribution of Council District Community Benefit Funds as approved by County Council Resolution 04-2018.

Signature of Person Requesting/Authorizing Transfer: _____

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

COMMUNITY BENEFIT RESOLUTION R-02-2024

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 & Purpose</u>
Chrm.	\$5000.00	<u>Buck Creek Foundation (DBA) Giving Hope Gardens</u> – funds will be used to help build a classroom facility for their adult with disabilities life skills program.
9	\$5000.00	
10	\$5000.00	
	\$15000.00	

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 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council



REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request Made to Council District(s): 9 Date of Request: 1-22-24
Name of Non-profit Organization Making Request: Buck Creek Foundation/Giving Hope Gardens
(Must list the legal name of the organization that matches the Federal ID Number)
Physical Address: 4370 Monroe St. Loris, SC 29569
Mailing Address (if different): PO Box 1077 Loris, SC 29569
Phone: 843-902-3039 Email: Lorib.suggs92@gmail.com
Federal ID Number: 47-5206004 IRS Tax Exemption Letter Attached? ☒ Yes ☐ No
(If above answer is "No", attach other information that supports that your organization is exempt from tax.)

IRS Code Section Under Which Tax Exemption Was Granted: 501(c)(3)

Provide Description of Tax-exempt Purpose of this Organization:

Our organization serves adults with disabilities. Our nursery retail center, Giving Hope Gardens, is the hub for job skills and independent living skills development.

Amount Requested: \$10,000 Date Needed: _____

Describe Below in Specific Detail how the Funds will be Spent if awarded.

The funds will be used for a classroom facility. We need more space as our adults learn and grow. Our adults maintain the current space that we have outgrown. Our space needs a designated classroom and kitchen area so they can learn to prepare meals.

Requested By (Printed Name): Lori B. Suggs Title: chairman

Signature: Lori B. Suggs

Please email completed form and supporting documents to: carrolla@horrycountysc.gov

For any questions regarding the Community Benefit Fund request please call 843-915-5120.

For Staff:

Req. Received: 1/23/24

Check #: _____ Check Mailed/Picked Up: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 31 2018**

BUCK CREEK FOUNDATION
C/O W DALE HOLT II
917 OLD BUCK CREEK RD
LONGS, SC 29568

Employer Identification Number:
47-5206004
DLN:
17053066307028
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 01, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

8/30/18 WJ

BUCK CREEK FOUNDATION

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Check Request

Council Community Benefit Fund Allocations

Payee: Buck Creek Foundation DBA Giving Hope Garden

Mailing Address: PO Box 1077
Loris, SC 29569

Amount: \$15,000.00

Date Requested: 1/23/2024 **Needed:** 2/29/2024

From Account #(s): 100-10-100-147-520-000-520022 (Gardner)(\$5000)
100-10-100-146-520-000-520022 (Causey)(\$5000)
100-10-100-137-520-000-520022 (Hardee)(\$5000)

Purpose of Check: Distribution of Council District Community Benefit Funds as
approved by County Council Resolution 04-2018.

Signature of Person Requesting/Authorizing Transfer: _____

COUNTY OF HORRY

)

STATE OF SOUTH CAROLINA

)

ORDINANCE NO: 137-2023

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024 BUDGET ORDINANCE NUMBER 42-2023, SECTION 1 SO AS TO RECOGNIZE VARIOUS ADDITIONAL REVENUE AND EXPENDITURES

WHEREAS, the Horry County Council adopted Ordinance 42-2023 entitled “AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA, FOR THE YEAR ENDING JUNE 30, 2024”; and

WHEREAS, the County experienced revenue during Fiscal Year 2023 in excess of budget and experienced expenditures savings in various categories resulting in a growth in Fund Balance resulting in Unassigned Fund Balance in various funds that can be utilized as One-time or short term revenues; and

WHEREAS, the County’s Financial Policy Section 2-70.8 Budget Policy provides “revenues will be conservatively projected and expenditures will be budgeted within these projections. One-time or short-term (eighteen (18) months or less) revenues will not be budgeted to accommodate ongoing operational expenditures. This revenue may be budgeted to reduce debt or for non-recurring capital expenditure needs. All new and continuing expenditures will be based on known and conservatively projected revenue sources”; and

WHEREAS, the County has identified needs for one-time funding in support of its Capital Improvement Plan, accelerate Fiscal Year 2025 budget items, reduction of future borrowings due to the current higher market rate of interest, and support of programs such as Workforce/Affordable Housing as well as reserve a portion for consideration with the Fiscal Year 2026 budget; and

WHEREAS, In September Horry County Department of Airports (HCDA) awarded a new parking management contract to LAZ Parking. This contract is for management of the parking system at MYR with 100% of the revenue and 100% of the expenses covered by HCDA. This approach is different from our prior contract which was a concession-based contract with all expenses covered by the concession percentage retained by the parking concessionaire. The new parking management contract was not budgeted for in Fiscal Year 2024 as the Request for Proposal process began after the budget was approved. HCDA needs to add approximately \$800,000 in parking expenses and the same amount in parking revenue as we will now receive 100% of the revenue; and

WHEREAS, Horry County is recipient of the 2021 American Rescue Plan Act (ARPA) funding in the amount of \$68,776,083.00 passed by the United States Congress and signed into law by President Biden on March 11, 2021; and

WHEREAS, the purpose of the ARPA funding allocation is to accelerate the County’s recovery efforts from the economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, Horry County has developed a framework to formalize the allocation and distribution of ARPA funds including; responding to the COVID-19 public health emergency or its negative economic impacts, including providing assistance to households, small businesses and nonprofits, or aid to impacted industries such as tourism, travel and hospitality; and

Third Reading Amended Version

WHEREAS, funds will be allocated under the provision of funding government services to the extent of the reduction in revenue caused by the pandemic, as well as making necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Horry County made an initial appropriation of \$7,173,575.35 by Resolution R-108-2021, a second appropriation of \$27,214,466.15 by Resolution R-127-2021, and a third appropriation of \$34,388,041.50 by Resolution R-75-2022; and

WHEREAS, Horry County has recognized revenue reduction in excess of \$68,776,083.00 and will makes appropriations under the provisions of government service in compliance with the authorized Horry County ARPA framework; and

WHEREAS, Horry County has prioritized investments in authorized Horry County ARPA framework that may not be obligated by December 31, 2024 and/or completed by December 31, 2026: and

WHEREAS, Horry County adopted Resolution R-74-2022 to transfer \$26 million from the General Fund to the Horry County American Rescue Plan Act Road Infrastructure and Cybersecurity: and

WHEREAS, Horry County ARPA framework has approved funding programs for road infrastructure (\$1.1 million), land for future County facilities (\$1.0 million), business park development (\$1.0 million), Little River Waterfront beautification and streetscape (\$3.5 million), bike/pedestrian paths (\$1.0 million), services to Disproportionately impacted communities and infrastructure (\$7.0 million), and homelessness, mental health, and addiction services (\$2.0 million) along with other smaller projects that are not yet obligated; and

WHEREAS, County Council now would desire to amend the Fiscal Year 2024 budget, adjusting revenue and expenditures in various funds.

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:

Section 1 is amended and will increase for the following items:

1. General Fund

a. Use of Fund Balance	\$
	11,550,000 9,750,000
b. Transfer to P25 Communications Fund	\$ 1,500,000
c. Appropriation for Workforce/Affordable Housing	\$ 1,800,000
d. Transfer to Light Vehicle Replacement Fund (Including 2 Ambulances)	\$ 2,000,000
e. Transfer to the Capital Improvement Fund	
i. Detention Center Master Plan (2025 CIP Request)	\$ 250,000
ii. Recreation Centers	\$ 6,000,000
f. DSS Incentive Revenue	\$ 25,364
g. Clerk of Court DSS Personnel Expenditure (1FT)	\$ 25,364

2. Department of Airports

a. Parking Revenue	\$800,000
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Third Reading Amended Version

b. Parking Expenses	\$800,000
3. Stormwater Fund	
a. Use of Fund Balance	\$ 1,800,000 <u>1,200,000</u>
b. Transfer to Capital Improvement Fund – Future CIP	
c. Stormwater Project	\$ 600,000
d. Transfer to Heavy Equipment Replacement Fund	
i. Equipment (Accelerate 2025 CIP)	\$ 1,200,000
4. General Fund – Future CIP	
a. Use of Fund Balance	\$ 10,620,000
b. Transfer to the Capital Improvement Fund	
i. Police/ Fire Rescue Master Plan (2025 CIP Request)	\$ 250,000
ii. Public Safety Training Center (Accelerate 2025 CIP)	\$ 2,000,000
iii. Animal Care Center Expansion (Accelerate 2025 CIP)	\$ 500,000
iv. Fiber Relocation (2025 CIP Request)	\$ 420,000
v. Fleet Parking Lot (2025 CIP Request)	\$ 450,000
vi. Public Works Complex Expansion	\$ 1,000,000
vii. Fire/EMS Station Expansion (Accelerate 2029 CIP)	\$ 1,000,000
viii. Public Works Central Substation	\$ 500,000
ix. Coroner Office Construction (Accelerate 2027 CIP)	\$ 4,500,000
5. Fire Fund	
a. Use of Fund Balance	\$ 1,500,000
b. Transfer to Capital Improvement Fund – Future CIP	
i. Fire/EMS Station Expansion (Accelerate 2029 CIP)	\$ 1,000,000
c. Transfer to Fire Apparatus Replacement Fund	
i. Apparatus Replacement (Reduce 2024 Borrowing)	\$ 500,000
6. Recreation Fund	
a. Use of Fund Balance	\$ 2,000,000
b. Transfer to Capital Improvement Fund – Future CIP	
i. Recreation Office Replacement	\$ 2,000,000
7. Waste Management Fund	
a. Use of Fund Balance	\$ 3,600,000
b. Increase Debris Reserve	\$ 2,500,000
c. Transfer to Capital Improvement Fund – Future CIP	
i. Land Purchases (Accelerate 2025 CIP)	\$ 1,100,000
8. Fire Apparatus Fund	
a. Lease Finance Proceeds	\$1,200,000
b. Transfer In – Fire	\$500,000
c. Apparatus Purchases	\$1,700,000

Third Reading Amended Version

9. Communications Fund	
a. Transfer In	\$1,500,000
b. Use of Fund Balance/Net Position (Capital Reserve)	\$900,000
c. P25 Radio Tower Sites	\$2,400,000
10. Fleet Light Vehicle Replacement Fund	
a. Transfer In – General Fund	\$2,000,000
b. Vehicle Purchase Expenses (Including 2 Ambulances)	\$2,000,000
11. Fleet Equipment Replacement Fund	
a. Transfer In - Stormwater	\$1,200,000
b. Equipment Purchases	\$1,200,000
12. Capital Improvement Plan Fund	
a. Transfer In – General Fund	\$16,870,000 <u>\$6,250,000</u>
b. Transfer In – Fire	\$1,000,000
c. Transfer In – Recreation	\$2,000,000
d. Transfer In – Stormwater	\$600,000
e. Transfer In – Waste Management Recycling	\$1,100,000
f. Project Expenditures	
i. Detention Center Master Plan (2025 CIP Request)	\$ 250,000
ii. Police/ Fire Rescue Master Plan (2025 CIP Request) –	\$ 250,000
iii. Recreation Centers	\$ 6,000,000
iv. Public Safety Training Center (Accelerate 2025 CIP) –	\$ 2,000,000
v. Animal Care Center Expansion (Accelerate 2025 CIP)	\$ 500,000
vi. Fiber Relocation (2025 CIP Request)	\$ 420,000
vii. Fleet Parking Lot (2025 CIP Request)	\$ 450,000
viii. Public Works Complex Expansion	\$ 1,000,000
ix. Fire/EMS Station Expansion (Accelerate 2029 CIP)	\$ 2,000,000
x. Public Works Central Substation –	\$ 500,000
xi. Coroner Office Construction (Accelerate 2027 CIP)	\$ 4,500,000
xii. Recreation Office Replacement	\$2,000,000
xiii. Stormwater Project	\$600,000
xiv. Waste Management Recycling Land Purchases	\$1,100,000

13. Horry County Council hereby approves the substitution of Fiscal Year 2024 Sheriff, Police, Detention, EMS personnel expenditures, and Public Safety projects funded by the General Fund as the use of government services under ARPA and approves the transfer of up to ~~\$10,500,000~~ \$17,500,000 from the General Fund unrestricted revenue sources to the ARPA Fund for completion of the authorized Horry County ARPA framework.

14. Any use of the budget for Workforce/Affordable Housing must first be approved by County Council through a resolution before the expenditure is completed. Any funds budgeted for the Workforce/Affordable Housing which have not been expended at year end shall reflect as a

Third Reading Amended Version

commitment of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance and not represented in the approved revenue and expenditure budget amounts. This automatic re-budgeting shall not require a supplemental budget ordinance.

15. Severability: If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of the 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.
16. Effective date: This Ordinance shall be effective upon passage of Third Reading.

AND IT IS SO ORDAINED this 20th day of February, 2024.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Jenna L. Dukes, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Tom Anderson, District 7
Michael Masciarelli, District 8
R. Mark Causey, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Ashley C. Carroll, Clerk to Council

Date of First Reading: December 11, 2023
Date of Second Reading: January 2, 2024
Date of Public Hearing: January 2, 2024 and February 20, 2024
Date of Third Reading: February 20, 2024