
1 **R2022-8: A RESOLUTION TO AUTHORIZE THE CITY OF MYRTLE BEACH TO ENTER**
2 **INTO AN INTERGOVERNMENTAL AGREEMENT WITH HORRY COUNTY CONCERNING**
3 **THE USE, NAMING AND OWNERSHIP OF NEW TOWN PARK**

4 Applicant/Purpose: Staff / to enter into an agreement with Horry County for New Town Park

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6 Brief:

- 7 • New Town Park is located in the City of Myrtle Beach, but is owned by Horry County.
- 8 • New Town Park is approximately 1.34 acres and is adjacent to Withers Swash
- 9 • Being a relatively small parcel New Town Park is challenging and cost prohibitive for
- 10 the County to maintain and manage.
- 11 • This agreement will convey the Park over to the City with conditions. Once conveyed
- 12 the City will have to maintain the park.

13
14 Issues:

- 15 • Property will be conveyed to the City under the following conditions:
 - 16 ○ County agrees to undertake to have a historical marker approved by the State of
 - 17 South Carolina to convey to the public the historical significance of the property.
 - 18 County shall be solely responsible for all costs related thereto, including
 - 19 fabricating and installing any such marker.
 - 20 ○ City agrees to maintain the use of the property as a park open to the public, and
 - 21 will be solely responsible for all costs associated therewith, including any
 - 22 construction, maintenance, security, and any other related costs.
 - 23 ○ City further agrees to provide interpretive signage throughout the Park
 - 24 describing the various historical significance of the Park and the surrounding area
 - 25 ○ City agrees to maintain the name of the Park as “New Town Park.”
 - 26 ○ City agrees to provide naming recognition in honor of Marion D. Foxworth, III
 - 27 and/or the Foxworth family. Any such naming shall be subject to the approval
 - 28 of Mr. Foxworth
 - 29 ○ City hereby agrees to grant County a continuous right of entry onto and across
 - 30 any portion of the property reasonably necessary for the construction,
 - 31 maintenance, or improvements contemplated above. To the extent County
 - 32 desires to undertake any additional improvements to the Park subsequent to
 - 33 conveyance of the property to City, County shall first obtain City’s approval,
 - 34 which shall not be unreasonably withheld.

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36 Public Notification: Normal meeting notification

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38 Alternatives:

- 39 • Modify the Resolution. Deny the Resolution

40
41 Financial Impact: There will be incremental cost to the city in terms of maintenance and general
42 upkeep of the property.

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44 Manager’s Recommendation: I recommend approval.

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46 Attachment(s): Proposed resolution and agreement.

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

AUTHORIZING THE CITY OF MYRTLE
BEACH TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT
WITH HORRY COUNTY CONCERNING THE
USE, NAMING AND OWNERSHIP OF NEW
TOWN PARK

WHEREAS, Horry County is a political subdivision of the State of South Carolina, and is the owner of real property currently known as New Town Park and located within the municipal limits of the City of Myrtle Beach; and

WHEREAS, the City is a political subdivision of the State of South Carolina, and desires to acquire Park for interconnectivity as part of its citywide park and trail system; and

WHEREAS, the City of Myrtle Beach and Horry County now desire to set forth the terms of an agreement whereby the County will convey to the City the Park, as more specifically provided herein as Attachment A.

NOW THEREFORE, BE IT RESOLVED THAT: in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged, the City of Myrtle Beach and Horry County agree to the terms of the Intergovernmental Agreement included herein as Attachment A:

SIGNED AND SEALED THIS 22nd DAY OF FEBRUARY, 2022.

BRENDA BETHUNE, MAYOR

ATTEST:

JENNIFER ADKINS, CITY CLERK

1 improvements contemplated pursuant to §1.2 above. To the extent County desires to undertake any additional
2 improvements to the Park subsequent to conveyance of the property to City, County shall first obtain City's approval,
3 which shall not be unreasonably withheld.
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5 **ARTICLE 3**
6 **Assignment**

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8 **3.1 Assignment.** Neither party may assign any rights hereunder without express written consent.
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10 **ARTICLE 4**
11 **Notices**

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13 **4.1 Notices.** All notices to be given to either party by the other shall be delivered in person or via U.S. Mail to
14 the addresses as designated below:
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16 County: Horry County Government Offices
17 1301 Second Avenue
18 Conway, SC 29526
19 Attention: County Administrator

20 *With a copy to:*

21 Horry County Attorney's Office
22 1301 Second Avenue
23 Conway, SC 29526
24 Attention: County Attorney

25
26
27 City: City of Myrtle Beach
28 PO Box 2468
29 Myrtle Beach, SC 29578
30
31

32 Or to such other address as shall hereafter be directed in writing to either party by the other. The date on which such
33 notice shall begin is the date of the mailing of such notice.
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35 **ARTICLE 5**
36 **Miscellaneous**

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38 **5.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect
39 to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and
40 negotiations between the parties hereto. Only a written instrument duly executed by the parties hereto may modify this
41 Agreement.
42

43 **5.2 Jurisdiction and Venue.** This Agreement shall be construed, performed and enforced in accordance with
44 the laws of the State of South Carolina. Any cause of action arising out of or involving this Agreement shall be brought
45 in the Court of Common Pleas, or if applicable, Magistrate's Court, or any other Court within the Fifteenth Judicial
46 Circuit, Horry County, South Carolina.
47

48 **5.3 Authority.** The undersigned warrant and represent that they are duly authorized by their respective entities
49 to execute this document and bind their respective entities to the agreements and covenants set forth herein.
50

51 **5.4 Invalidity.** In the event that any provisions, portions, or applications of any provisions of this Agreement
52 are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining
53 provisions, or portions or applications thereof, shall not be affected, and Property Owner and Grantee shall promptly
54 negotiate revisions to the affected provisions, or portions or applications thereof, with a view to effecting, as close as
55 possible, the original intentions of the parties.

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5.5 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.

IN WITNESS WHEREOF, the undersigned has caused this Memorandum of Understanding to be executed on _____, 20__.

WITNESSES:

HORRY COUNTY

By: Steven S. Gosnell
Its: Administrator

CITY OF MYRTLE BEACH

By: Jonathan 'Fox' Simons, Jr.,
Its: City Manager

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(as to County)

I, the undersigned Notary Public for South Carolina, do hereby certify that Horry County, by and through its Administrator, Steven S. Gosnell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the __ day of _____, 20__.

Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(as to City)

I, the undersigned Notary Public for South Carolina, do hereby certify that the City of Myrtle Beach, by and through _____ its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____ day of _____, 20__.

Notary Public for South Carolina
My Commission Expires:_____