
2019-1 (1ST READING): AN ORDINANCE TO APPROVE A LEASE OF 804 1/2 NORTH OAK ST TO RICHARD W. DICKINSON.

Applicant/Purpose: staff/ to allow Rik Dickinson to lease space at this location.

Brief:

- Mr. Dickinson is the former owner of the Encore Video property recently purchased by the DRC for the Theater project.
- The proposed lessee would like to stay in the proximity of his former business location on a temporary basis.
- Staff has identified that the City-owned building located at 804 ½ North Oak Street would be available & suitable for occupancy.

Issues:

- The term of the lease begins on 1/1/2019 & rent is charged at a rate of \$16.44/day.
- The lessee may terminate the lease upon 10 days' notice.
- The tenant is responsible for utility costs and taxes, & routine maintenance.

Public Notification: Normal meeting notification.

Alternatives:

- Change the terms of the proposed lease agreement.
- Do not enter into this lease w/ Mr. Dickinson.

Financial Impact: No significant impact.

Manager's Recommendation: I recommend 1st reading.

Attachment(s): Proposed ordinance.

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

AN ORDINANCE AUTHORIZE THE CITY
MANAGER TO ENTER INTO A LEASE
AGREEMENT FOR THE PROPERTY LOCATED
AT 804 ½ NORTH OAK STREET WITH
RICHARD W. DICKINSON.

NOW THEREFORE, IT IS HEREBY ORDAINED that attached amended lease is approved,
and direction is made for the City Manager to execute same, and do all things
necessary to accomplish the purposes as set forth therein.

This ordinance shall become effective upon adoption.

BRENDA BETHUNE, MAYOR

ATTEST:

JENIFFER STANFORD, CITY CLERK

1st Reading: 1-8-19

2nd Reading: 1-22-19

1 STATE OF SOUTH CAROLINA
2 COUNTY OF HORRY

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4
5 LEASE AGREEMENT
6
7

8 THIS LEASE AGREEMENT (the "Lease Agreement") is made and entered into on this
9 first ____ day of _____ 2019 by and between THE CITY OF MYRTLE BEACH, a body
10 politic and political subdivision organized and existing under the Laws and Constitution
11 of the State of South Carolina (the "City" or Lessee) and Richard W. Dickinson.
12 (Lessor), an individual.
13

14 WITNESSETH:
15

16 WHEREAS, the Lessor desires to lease certain premises and the City is willing to
17 lease such premises for a limited time.
18

19 NOW, THEREFORE, for and in consideration of the promises and mutual
20 covenants contained herein, the Lessor and Lessee agree as follows:
21

22 SECTION 1. Description of Leased Premises; As-Is. That certain structure,
23 located at 804 & 1/2 NORTH OAK STREET Myrtle Beach, South Carolina. The lessee
24 acknowledges that it has inspected the Leased Premises and further acknowledges
25 that the Leased Premises are leased as suitable for its intended use.
26

27 SECTION 3. Term; Assignment or Subletting of Leasehold. The term of this
28 Lease Agreement shall be for a definite term of commencing on the first (1) day of
29 January 2019, at a rate of sixteen dollars and forty-four cents per day (\$16.44). The
30 Lessor or Lessee shall have the right to terminate the lease by providing ten (10) days
31 prior written notice. Rent is due and payable on the first day of each month for the
32 preceding days at City Hall, 937 Broadway St. Myrtle Beach, South Carolina. Lessee
33 shall NOT have the right to sublet, but shall remain fully responsible for this
34 agreement, unless the parties modify this agreement with equal dignity to reflect any
35 change in responsibility.
36

37 SECTION 4. Use of Premises; No Alterations. Lessee shall use the Leased
38 Premises as in a manner that preserves its current fit and finish, and shall make no use
39 of the Leased Premises which constitutes a hazard to health or damage to structure or
40 property. No part of the Leased Premises shall be used in any manner or occupied for
41 any purpose that violates any applicable local, City, State, or Federal rules,
42 regulations, statutes, or requirements now or hereafter in effect. Any and all
43 improvements, alterations, installations, additions or decorations made by the Lessee
44 to the Leased Premises shall be subject to the Lessor's written consent, which shall
45 not be unreasonably withheld, and shall be accomplished in accordance with all
46 applicable building codes, laws, and regulations, and in a good, substantial, and
47 workmanlike manner.
48

49 SECTION 5. Maintenance; Insurance. The Lessee shall perform routine
50 maintenance, care and upkeep of the interior of the Leased Premises as the need

1 arises. All maintenance shall be performed in a workmanlike manner, respecting the
2 ownership rights of Lessor. Except for damage caused by the Lessee or as otherwise
3 provided herein, Lessor shall, throughout the term of this Lease, promptly keep and
4 maintain the exterior of the shared building and surrounding appurtenance area in a
5 sanitary and neat order, condition, and repair as it is now at the time of the execution
6 of this Lease Agreement. Each party to this agreement shall obtain its own personal
7 property insurance, liability insurance for liability to persons coming onto the Leased
8 Premises, and insurance for other consequential damages that either party might
9 suffer arising from the occupancy of the Leased Premises.

10
11 **SECTION 6. Utilities; Taxes.** The Lessor shall be responsible for the
12 structure's physical ability to receive utility service. The Lessee shall be responsible
13 for the payment of any and all of any utility billing for services provided. The Lessee
14 shall be responsible for its pro-rata portion of real estate taxes, based upon total
15 square footage calculations for the whole structure, upon presentation of the tax bill
16 within (thirty) 30 days of presentation.

17
18 **SECTION 7. Default; Remedies; Notice.** Occurrence of the following event or
19 events, if not cured within the applicable cure period, shall be sufficient grounds for
20 either party to deem the other in default of its obligations under this Agreement.
21 Failure in the performance or breach of any covenant, obligation, or duty imposed by
22 this Lease Agreement for thirty (30) days after written notice specifying the Default,
23 including the payment of any charges due and the ongoing maintenance of the Leased
24 Premises, and the continuance of such failure in the performance or breach for a
25 period of thirty (30) days after written notice of such failure in the performance or
26 breach. Upon an event of default, and after the passage of time set forth for notice
27 and cure, if such is required, either party may terminate this Lease Agreement. Upon
28 such termination, the lessee shall quit the Leased Premises and surrender possession
29 to Lessor. Any request, demand, authorization, direction, notice, consent or waiver
30 provided, required or permitted to be made upon, given by, or furnished to the either
31 party with respect to this Lease Agreement shall be sufficient for every purpose
32 hereunder if in writing and mailed by United States Mail, certified or registered mail,
33 postage prepaid and addressed as follows:

34 A. TO CITY:
35 City of Myrtle Beach
36 Attn: City Manger
37 937 Broadway
38 Myrtle Beach, SC 29577
39 Tel: (843) 918-1002
40 Fax: (843) 918-1026

41 **SECTION 9.** Richard W. Dickinson
42 804 & ½ Main ST. Myrtle Beach, SC 29577
43 Attn:
44 Tel:
45 Fax:

46
47 **SECTION 8. Force Majeure.** Neither party shall be deemed to be in violation
48 of this Lease Agreement if either is prevented from performing any of its obligations
49 hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of
50 materials, acts of God, acts of the Public Enemy, acts of superior governmental

1 authority, weather conditions, fire, floods, riots, rebellions, acts of sabotage or other
2 circumstances over which the parties have no control and for which neither party can
3 be held responsible. That pro-rata portion of the rent paid in advance of that month
4 shall be refunded within 30 days, and the rent shall be suspended immediately upon
5 the event, and shall not commence again until the structure is restored to the use. If
6 the structure cannot be restored within ninety (90) days, this Lease is terminated and
7 the parties are released from all obligations herein.
8

9 **SECTION 9. Governing Laws; Waiver.** This Lease Agreement shall be
10 governed by and construed in accordance with the laws of the State of South Carolina.
11 Any cause of action between the parties arising out of or involving this Lease
12 Agreement shall be brought in the Court of Common Pleas, Fifteenth Judicial Circuit,
13 Horry City, South Carolina. Continued performance by either party pursuant to the
14 terms of this Lease Agreement after a default in any of the terms, covenants,
15 provisions, or conditions by the other party, shall not be deemed a waiver of any right
16 to terminate this Lease Agreement or pursue any other remedy available at law or in
17 equity for the default, and no waiver of any default shall be construed as, or act as, a
18 waiver of any subsequent default of the same, similar, or different term, covenant,
19 provisions, or condition.
20

21 **IN WITNESS WHEREOF**, the parties hereto have executed these presents as of the day
22 and year ascribed herein.
23

24
25 FOR CITY:

FOR RICHARD W. DICKINSON

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28
29
30 By: John Pedersen

By: _____

31
32 It's: City Manager

Its: _____

33
34
35 Date: _____

Date: _____

36
37
38 Witnesses

39
40 _____

41
42
43 _____
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