

1 STATE OF SOUTH CAROLINA  
2 COUNTY OF HORRY  
3 CITY OF MYRTLE BEACH  
4

RESOLUTION TO ENACT "THE ATHLETIC  
FIELDS AND FACILITY POLICY" AS SET FORTH  
BELOW, AND THUS REPLACING RESOLUTION  
2009-18 ON THE SAME SUBJECT.  
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6

7 WHEREAS, the City's athletic fields and facilities assets existing primarily to meet the  
8 recreational needs of the citizens of Myrtle Beach, but are also a valuable resources for  
9 bringing new visitors and guests into the area as part of the city's sports tourism initiative,  
10 and

11  
12 WHEREAS, the City Council believes that these resources could be used more effectively, and

13  
14 WHEREAS, the City Council further believes that additional incentives and other assistance  
15 are occasionally necessary to compete for especially lucrative events involving significant  
16 numbers of visitors and room nights.

17  
18 NOW, BE IT THEREFORE RESOLVED:

- 19
- 20 1. The primary use of the athletic fields and facilities is to meet the recreational needs
- 21 of the citizens of Myrtle Beach. In this context "recreational need" encompasses City
- 22 rec team practice, games, and Little League or South Carolina Recreation and Parks
- 23 Association play-offs in which City teams are eligible to compete and other uses as
- 24 deemed necessary by the city.
- 25
- 26 2. To the extent that that primary need is satisfied, these fields and/or facilities may be
- 27 reserved pursuant to a reservation agreement to enhance the City's Sports Tourism
- 28 Initiative.
- 29
- 30 3. The City Manager may provide additional City Services or other incentives as necessary
- 31 to secure events with a particular significant economic impact.
- 32
- 33 4. With respect to athletic field rentals (excluding Doug Shaw Memorial Stadium):
- 34 a. Existing reservation agreements are subject to cancellation in year 2 of a
- 35 multi-year agreement if a promoter does not use at least 90% of the capacity of
- 36 the fields and/or facilities rented in year 1. Capacity is defined as 6 games or
- 37 events per reserved field per day beginning on the first full day of competition.
- 38 b. Unless such agreements are cancelled pursuant to 4.a. above, existing field
- 39 rental and facility use agreements as of the date of approval of this resolution
- 40 will be honored.
- 41 c. Rental deposits will be charged at the rate in effect according to city ordinance
- 42 at the time of approval. Rental fees will be charged at the rate in effect
- 43 according to city ordinance at the time of the event.
- 44 d. Upon approval of this resolution, however, the City will discontinue the
- 45 practice of allowing promoters to reserve fields for two year periods, except
- 46 through the bid procedure outlined below.
- 47 e. Upon approval of the Resolution, the City Manager will determine appropriate
- 48 dates to solicit bids for field rentals/reservations.

- 1           i. Bid awards shall be based upon the projected net economic impact of  
2           the event described in that bid, as well as the documented track record  
3           of the event organizer and, if possible, the event itself.
- 4           ii. Bids shall generally be awarded on an annual basis, although a one-year  
5           extension may be granted at the discretion of the City Manager to allow  
6           for the planned growth of new events, or the demonstrated economic  
7           impact of existing events requiring a multi-year commitment. City  
8           Manager may also allow events with a large economic impact to book  
9           more than two years out.
- 10          iii. All organizations securing bids under this proposal will be required to  
11          limit any related accommodations marketing to properties within the  
12          City limits, except in such cases where an organization other than the  
13          City bears a significant portion of the costs associated with the event  
14          and/or has recruited the event to the area. These organizations will  
15          also be required to document the actual economic impact of the event  
16          by use of a survey or questionnaire administered to all attending teams.
- 17          f. The individual or organization who last had used that date the previous year  
18          shall be given the first right of refusal to reserve any dates not reserved  
19          through the bid process. In the event that the date was not used in the  
20          previous year, or the person or individual who has first right of refusal chooses  
21          not to exercise that right, recreation staff shall notify all event promoters then  
22          having a field reservation. The reservation shall be made on the basis of the  
23          projected economic impact of the proposals received from these parties for the  
24          date in question.
- 25          g. The City may reimburse any promoter for field rental fees  
26          (baseball/softball/youth football) based on the economic impact of that event.  
27          Such reimbursement shall not exceed the amount of field rentals actually paid  
28          by that event organizer. The event organizer must utilize 70% of the fields  
29          requested in order to be eligible for field rental reimbursement.  
30          Reimbursement will be given on fields used, not on fields that are cancelled.  
31          The event organizer has five working days following the event to complete  
32          documentation for reimbursement.
- 33          h. The formula for reimbursement shall be based on the number of teams that can  
34          be documented to have stayed within the City limits during the event:
- 35              • 2 day events - 1 field rental reimbursement/ 3 youth teams (or 6 adult  
36              teams).
  - 37              • 3 day events - 1 field rental reimbursement/ 2.5 youth teams (or 5 adult  
38              teams).
  - 39              • 4 day events - 1 field rental reimbursement/ 2 youth teams (or 4 adult  
40              teams).
  - 41              • 5 day events - 1 field rental reimbursement/ 1.5 youth teams (or 3 adult  
42              teams).
  - 43              • 6+ day events - 1 field rental reimbursement/ youth team (or 2 adult  
44              teams).
- 45
- 46          5. With respect to the rental use of swimming pools:
- 47              a. Existing aquatics facility reservation agreements as of the date of approval of  
48              this resolution will be honored.

- 1           b. The City will allow teams/organizations to reserve swimming pools for a one  
2           year period through the procedure outlined below. The City reserves the right  
3           to cancel an agreement with a minimum of 6 months notice.  
4           c. Aquatics Facility Reservation requests must be submitted by email no earlier  
5           than April 21<sup>st</sup> of the upcoming swim season (September - March of the  
6           following year). SC swim teams are limited to 6 swim meets per year.  
7           d. City programming has first priority. Initial approval or rejection will be made  
8           within 10 business days of request.  
9           e. Rental deposits will be charged at the rate in effect according to city ordinance  
10          at the time of approval. Rental fees will be charged at the rate in effect  
11          according to city ordinance at the time of the event.  
12          f. Final approval will be granted upon award of meet by South Carolina  
13          Swimming.  
14          g. Workshops, clinics, and swim-a-thons that are not required to be on the South  
15          Carolina swim meet schedule will be awarded on a first come, first serve basis.  
16          These requests can be submitted August 1 of each year via email and must be  
17          followed by a Facility Use Permit application.  
18          h. All organizations requesting facility use under this proposal will be required to  
19          limit any related accommodations marketing to properties within the City  
20          limits, except in such cases where an organization other than the City bears a  
21          significant portion of the costs associated with the event and/or has recruited  
22          the event to the area. These organizations will also be required to document  
23          the actual economic impact of the event by use of a survey or questionnaire  
24          administered to all attending teams.  
25          i. A one-year extension may be granted at the discretion of the City Manager to  
26          allow for the planned growth of new events or to demonstrate the economic  
27          impact of existing events requiring a multi-year commitment. City Manager  
28          may also allow events with a large economic impact to book more than two  
29          years out.  
30          j. The City will reimburse any organization for swimming pool rental fees based  
31          on the economic impact of that event. Such reimbursement shall not exceed  
32          the amount of swimming pool rental fees actually paid by that event organizer.  
33          The event organizer has five working days following the event to complete  
34          documentation for reimbursement. The formula for reimbursement shall be  
35          based on the number of swimmers that can be documented to have stayed  
36          within the City limits during the event:  
37                  • For meets lasting 2 days or longer - 1 hour rental reimbursement per  
38                  \$25,000 in economic impact.  
39  
40          6. With respect to gymnasium and tennis court rentals:  
41                  a. Existing facility use agreements as of the date of approval of this resolution  
42                  will be honored.  
43                  b. The City will allow teams/organizations to reserve gymnasiums and/or tennis  
44                  center for a one year period through the procedure outlined below on a first  
45                  come, first serve basis. The City reserves the right to cancel agreements with  
46                  a minimum of 6 months notice.  
47                  c. City programming has first priority.  
48                  d. Facility use agreement may be submitted at any time throughout the year.

- 1 e. Rental deposits will be charged at the rate in effect according to city ordinance  
2 at the time of approval. Rental fees will be charged at the rate in effect  
3 according to city ordinance at the time of the event.
- 4 f. All organizations requesting facility use under this proposal will be required to  
5 limit any related accommodations marketing to properties within the City  
6 limits, except in such cases where an organization other than the City bears a  
7 significant portion of the costs associated with the event and/or has recruited  
8 the event to the area. These organizations will also be required to document  
9 the actual economic impact of the event by use of a survey or questionnaire  
10 administered to all attending teams.
- 11 g. A one-year extension may be granted at the discretion of the City Manager to  
12 allow for the planned growth of new events or to demonstrate the economic  
13 impact of existing events requiring a multi-year commitment. City Manager  
14 may also allow events with a large economic impact to book more than two  
15 years out.
- 16 h. The City will reimburse any organization for gymnasium or tennis court fees  
17 based on the economic impact of that event. Such reimbursement shall not  
18 exceed the amount of rental fees actually paid by that event organizer. The  
19 event organizer has five working days following the event to complete  
20 documentation for reimbursement.
- 21 i. The formula for reimbursement shall be based on the demonstrated economic  
22 impact based on the reservation of confirmed room nights within the City  
23 Limits.
- 24 • For tennis tournaments lasting 2 days or longer - 1 daily tennis center  
25 rental reimbursement per \$25,000 in economic impact.
  - 26 • For basketball/volleyball tournaments lasting 2 days or longer - 1 day  
27 gymnasium rental reimbursement per \$25,000 in economic impact.
- 28
- 29 7. With respect to the rental of Doug Shaw Memorial Stadium:
- 30 a. As Doug Shaw Memorial Stadium is a jointly owned facility between the City of  
31 Myrtle Beach and the Horry County School District, both parties desire to work  
32 cooperatively to maximize use, community benefit, and promote economic  
33 return for its citizens.
- 34 b. The facility may be used only for athletic and/or marching band purposes as  
35 determined by the owners.
- 36 c. Existing facility use agreements as of the date of approval of this resolution  
37 will be honored.
- 38 d. To submit a request for use of Doug Shaw Memorial Stadium, organizers must  
39 complete a reservation agreement and a projected economic impact form. The  
40 City reserves the right to cancel agreement with a minimum of 6 months  
41 notice.
- 42 e. Rental deposits will be charged at the rate in effect according to city ordinance  
43 at the time of approval. Rental fees will be charged at the rate in effect  
44 according to city ordinance at the time of the event.
- 45 f. All organizations requesting facility use under this proposal will be required to  
46 limit any related accommodations marketing to properties within the City  
47 limits, except in such cases where an organization other than the City bears a  
48 significant portion of the costs associated with the event and/or has recruited  
49 the event to the area. These organizations will also be required to document

1 the actual economic impact of the event by use of a survey or questionnaire  
2 administered to all attending teams.

3 g. A one-year extension may be granted at the discretion of the City Manager to  
4 allow for the planned growth of new events or to demonstrate the economic  
5 impact of existing events requiring a multi-year commitment. City Manager  
6 may also allow events with a large economic impact to book more than two  
7 years out.

- 8 • The City will reimburse any organization for rental fees based on the  
9 economic impact of that event. Such reimbursement shall not exceed  
10 the amount of rental fees actually paid by that event organizer. The  
11 formula for reimbursement shall be based on the demonstrated  
12 economic impact based on the reservation of confirmed room nights  
13 within the City Limits - 1 event rental reimbursement per \$200,000 in  
14 economic impact.
- 15 • The event organizer has five working days following the event to  
16 complete documentation for reimbursement.

17  
18 8. The City Manager has the authority to consider waiving field/facility rental fees.  
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21 **SIGNED, SEALED and DATED**, this 25th day of October, 2011.  
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25 \_\_\_\_\_  
26 JOHN RHODES, MAYOR  
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28 **ATTEST:**  
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30 \_\_\_\_\_  
31 JOAN GROVE, CITY CLERK