

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-

School District of Horry County and Horry
County,

Plaintiffs,

vs.

City of Myrtle Beach and Myrtle Beach Air
Force Base Redevelopment Authority,

Defendants.

SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, the plaintiff in this action will apply to the Court for a judgment by default for the relief demanded in the Complaint.

Respectfully Submitted,

Respectfully submitted,

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December 21, 2018

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY**

**IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT**

School District of Horry County;
Horry County,

Plaintiffs,

vs.

City of Myrtle Beach, South Carolina; Myrtle
Beach Air Force Base Redevelopment
Authority,

Defendants.

C.A. No. 2018-CP-_____

COMPLAINT

(Jury Trial Demanded)

Plaintiffs School District of Horry County and Horry County, by and through their undersigned counsel, complain against Defendants, the City of Myrtle Beach (the “**City**”) and Myrtle Beach Air Force Base Redevelopment Authority (the “**Authority**”) (collectively “**Defendants**”) as follows:

NATURE OF THE ACTION

1. This is a legal and equitable action for declaratory judgment, constructive trust, conversion, unjust enrichment, promissory estoppel, accounting, a writ of mandamus, and injunctive relief, arising out of the Defendants’ misuse of tax increment financing and taxpayer funds intended for the redevelopment of the former Myrtle Beach Air Force Base, including, but not limited to, Defendants’ failure to include the construction and funding of a new school in the redevelopment plan. As set forth herein, Defendants have exceeded the authority granted by the Federal Defense Facilities Redevelopment Law, S.C. Code Ann. §§ 31-12-10 *et seq.*, and the South Carolina Constitution, and have abused (and continue to abuse) the tax increment

financing mechanism and have misused (and continue to misuse) incremental tax revenues derived from properties located within the former Myrtle Beach Air Force Base.

THE PARTIES

2. Plaintiffs are the School District of Horry County (the “**School District**”) and Horry County (the “**County**”). Both the School District and the County are affected taxing districts and political subdivisions with the power to levy taxes.

3. Defendant City is a political subdivision under the laws of the State of South Carolina. The defendant is an incorporated municipality within the meaning of S.C. Code § 31-12-30(3).

4. The City, the School District, and the County are all governmental entities that assess and levy *ad valorem* property taxes, and they share a geographic overlapping tax base with respect to real property located within the City’s municipal limits. Each of these parties must, on an annual basis, determine the amount of property tax revenues that they need to support their respective operations and debt service, and they must set a millage rate that will generate that amount of revenue. The County Treasurer collects and disburses the taxes levied on taxable real property within Horry County.

5. Defendant Authority is a redevelopment authority within the meaning of S.C. Code Ann. § 31-12-30(2). The Authority has the power to sue and be sued. *Id.* § 31-12-70(A)(4). The Authority was created by Executive Order of the Governor in 1994, as authorized by S.C. Code Ann. § 31-12-40(A).

JURISDICTION AND VENUE

6. The jurisdiction of this Court is founded on S.C. Const. Art. V § 11, which grants the circuit courts general jurisdiction over civil actions.

7. This Court has personal jurisdiction over the Defendants named herein.

8. Venue is proper in this County pursuant to the South Carolina Code of Laws and South Carolina Rules of Civil Procedure.

FACTUAL ALLEGATIONS

The Statutory Scheme.

9. The Federal Defense Facilities Redevelopment Law, S.C. Code Ann. §§ 31-12-10 *et seq.* (the “**Defense Redevelopment Law**”), provides a funding mechanism for the redevelopment of properties in South Carolina on which defense sites were formally located.

10. The South Carolina General Assembly enacted the Defense Redevelopment Law so that local governments could redevelop former military base properties and reintegrate those areas back into the surrounding community.

11. The Defense Redevelopment Law authorizes the adoption of a “redevelopment plan,” which is defined as “the comprehensive program of the authority for redevelopment intended by the payment of redevelopment costs to redevelop properties scheduled for disposal which may tend to return properties to the tax rolls, replace lost jobs, and integrate the properties back into the community, enhancing the tax bases of the taxing districts which extend into the project redevelopment area and the economic health of the community in which it lies.” S.C. Code Ann. § 31-12-30(5).

12. “Each redevelopment plan must set forth in writing the program to be undertaken to accomplish the objectives and must include, but not be limited to, estimated redevelopment project costs, possible sources of funds to pay costs, the most recent equalized assessed valuation of the project area as of the time of creation of a tax increment finance district pursuant to Section 31-12-200, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the redevelopment project area.” S.C. Code Ann. §31-12-30(5).

13. A redevelopment plan must set forth any “redevelopment projects” to be undertaken, which are defined to include “buildings, improvements, including street improvements, water and storm drainage facilities, parking facilities, and recreational facilities.” S.C. Code Ann. § 31-12-30(6).

14. The plan must also include “estimated redevelopment project costs” and “possible sources of funds to pay costs.” S.C. Code Ann. § 31-12-30(5). The statute defines redevelopment project costs to include “the total of all reasonable or necessary costs incurred or estimated to be incurred and any costs incidental to a redevelopment project,” including, for example, “costs of studies and surveys,” “property assembly costs,” “costs of rehabilitation, reconstruction, repair, or remodeling or a redevelopment project,” “costs of the construction of a redevelopment project,” “financing costs,” and “relocation costs.” *Id.* § 31-12-30(8). All redevelopment project costs must be related to “the comprehensive program” for redevelopment of the former military base. *See id.*

15. In developing a redevelopment plan, an Authority is required to, among other things, “take into account the needs of the surrounding community” and “attempt to reintegrate the redevelopment of properties scheduled for disposition with any adjacent areas.” S.C. Code Ann. § 31-12-70(C)(1), (2).

16. South Carolina Constitution Article X, § 14(10) provides the Constitutional purpose of and authorization for the Defense Redevelopment Law and the use of tax increment financing, and specifically, it provides that the "General Assembly may authorize by general law that indebtedness *for the purpose of redevelopment* within incorporated municipalities and counties may be incurred, and that the debt service of such indebtedness be provided from the added increments of tax revenues to result from any such project." (emphasis added).

17. When the Constitutional purpose of the Defense Redevelopment Law, i.e. “redevelopment,” has been achieved, the redevelopment authority and redevelopment plan must be dissolved and surplus incremental tax revenues generated from properties in a redevelopment project area must be returned to the respective taxing districts for distribution according to their respective millage rates.

The Myrtle Beach Air Force Base.

18. The former Myrtle Beach Air Force Base property consists of approximately 4,000 acres located within the city limits of the City of Myrtle Beach, South Carolina. The Air Force Base operated as such until the early 1990s, when the federal government announced that the Base was scheduled for closure as part of a nationwide program to reduce defense spending and to wind-down operations at unneeded federal defense facilities.

19. The Air Force Base closed permanently in 1993.

20. In 1994, when the Myrtle Beach Air Force Base Redevelopment Authority was created, the former Air Force Base became a tax increment financing district by operation of S.C. Code Ann. § 31-12-200, which provides:

Upon creation of a redevelopment authority by the Governor, properties scheduled for disposal within a particular municipality, whether contiguous or not, including to the extent that the State may then or afterwards have or acquire jurisdiction, all properties over which the State has ceded jurisdiction in whole or in part to the United States of America, and including both the real property to be disposed of by an authority as well as any other properties disposed of directly by the federal government to public or private persons or entities, other than disposal to the federal government for other federal defense uses, in connection with military installation closure and realignment or other federal defense site closure, realignment, or drastic downsizing, without further action being necessary, constitute a tax increment finance district in accordance with the remaining provisions of this chapter.

21. In 1998, the General Assembly earmarked Sunday alcohol permit sales (estimated at about \$1.8 million per year) to go to the Authority for its operating costs. The Authority continued to receive that revenue for five years.

22. The Authority developed and adopted an Original Redevelopment Plan for the former Air Force base in 1998 (the “**1998 Plan**”).

23. The 1998 Plan set forth a list of redevelopment projects to be constructed to meet the objectives of providing “[i]nfrastructure improvements required for desired investments by private businesses and developers,” “[i]mprovements necessary to the provision of services to citizens and businesses,” and “[i]mprovements that integrate the Air Force Base properties into the surrounding community.”

24. The projects listed in the 1998 Plan were as follows:

- a. Redevelopment Planning and Design Activities;
- b. Project Management;
- c. Economic Development Marketing and Management;
- d. Property Acquisition;
- e. Financing Costs;
- f. Demolition;
- g. South Park Village Capital Improvement Projects (with South Park Village First Phase Projects and South Park: Later Phase Projects);
- h. Phyllis Boulevard Improvements;
- i. Harrelson Boulevard Improvements; and
- j. Water and Sewer Improvements.

25. Each project listed in the 1998 Plan was accompanied by a budget estimate for that project. The total budget estimate for all redevelopment projects in the 1998 Plan (20-year time frame) was \$83,683,000.

26. None of the projects listed in the 1998 Plan include ongoing maintenance, repairs, or upfits as an anticipated redevelopment project cost. Elsewhere, the 1998 Plan contemplated that improvements to redevelopment projects could be funded by sources other than TIF bonds or incremental tax revenues—e.g., the City’s Capital Improvements Budget, Utilities Enterprise Fund, and Impact Fees.

27. The 1998 Plan expressly stated that “completion of these projects will depend on the availability of funding from a number of sources including tax incremental revenues, other funding from the Authority and the City, support from County, State and Federal governments, and investments by private partners.” The Plan further stated that “[r]edevlopment financing will come from a variety of sources,” including tax increment financing as well as land sales revenues, rental income, beer and wine permit revenues, the City’s capital improvement budget (and other City sources), and participation from federal and state governments, Horry County Schools, and other entities.

28. The 1998 Plan further stated, “Upon completion of the redevelopment projects, the Redevelopment Project Area will be dissolved and the full financial benefit of all growth that has occurred within the Redevelopment Project Area will accrue to each local government’s tax base.”

29. In 2004, tax revenues were essentially frozen for the properties comprising the former Air Force Base. Since that time, the City, the School District, and the County have all received property tax revenues based on the amount generated by applying their respective millage rates

for the 2004 assessed value of the former Air Force Base parcels. The total assessed value of those parcels for 2004 was \$4,247,212. Since 2004, the property values of parcels located in the former Air Force Base have generally increased, and the aggregate and individual assessed values have increased as well.

30. The amount that each taxing entity receives each year is based on the 2004 baseline values: \$4,247,212.

31. In September 2004, it was announced to the public that the Authority had found developers to develop the area that would become Market Common. The Market Common area is an “urban village” concept that the Authority developed early on in its existence. In order to attract private developers, the City had agreed to issue bonds to pay for public infrastructure at the Air Force Base site. This public infrastructure was intended to spur development and included such things as roads, parks, and water and sewer lines.

32. On or about June 27, 2005, the Authority adopted an Amended Redevelopment Plan (the “**2005 Plan**”). The 2005 Plan provided an updated land use plan, made minor revisions to the design of the development of an urban village to be known as “South Park Village,” and provided revised cost estimates.

33. In December 2005, the City officially concurred in the Amended Redevelopment Plan of the Authority.

34. In 2006, the first series of TIF bonds were issued to build infrastructure within the redevelopment area.

35. The City issued another series of bonds in 2010 to help finance the project known as “Grand Park.”

36. The final maturity date of both the 2006 bonds and the 2010 bonds was 2035. The City's authority to issue additional TIF bonds for the Air Force Base expires in 2020.

37. The Market Common area opened for business in 2008. It consists of retail and office space, restaurants, entertainment, and residences.

38. The County's ITAP project was added to the Plan in 2010.

39. In 2013, the *Sun News* published an article declaring the redevelopment of the former Air Force Base to be a "resounding success."

40. In 2016, the City refinanced its outstanding bond debt of approximately \$40.13 million by issuing new bonds at lower rates. The 2016 refunding bonds did not extend the original maturity date(s) of 2035.

41. The 2004 baseline total assessed value for the former Air Force base is \$4,247,212. As of 2018, the total assessed value for the former Air Force Base had increased to \$38,214,901. The amounts in excess of the baseline value are referred to herein as "incremental tax revenues."

42. Incremental tax revenues are not distributed to the School District or the County according to their millage rates but are, instead, used by the City to pay principal and interest on outstanding TIF bonds and for other expenses.

43. On or about August 14, 2018, the City accepted a recommendation from the Authority regarding improvements to the former Air Force Base site and approved an amendment to the Redevelopment Plan that removed the proposed school from the list of projects and approved almost \$47,000,000 in additional improvements to the project area.

44. Upon information and belief, the TIF is set to expire in 2035.

45. Upon information and belief, throughout the duration of the redevelopment of the Myrtle Beach Air Force Base, the City has exceeded the authority granted to it by the Defense Redevelopment Law.

46. The City indicated that it would begin to have surplus money to distribute to the County and School Board, beginning in 2018, but the City did not ask the Authority to declare a surplus for 2018.

47. Additionally, the City plans to issue \$15,000,000 in additional bonds to pay for “projects” in the former Air Force Base.

48. The former Air Force Base has been reintegrated into the surrounding community and the redevelopment is complete.

Project 19.

49. On October 7, 1998, the Authority approved the original, 1998 Plan, which included funding, in the amount of \$20,000,000.00, for the construction of a school (“**Project 19**”) in the redevelopment district.

50. The School Board had been seeking the inclusion of a school in the Air Force Base site, since, at least, 1991.

51. The financing for Project 19 was to come from the issuance of TIF bonds derived under the Defense Redevelopment Law.

52. On or around November 19, 1998, the City and School Board held a joint workshop, during which the School Board expressed concerns that the Plan will increase operating costs for the School Board and that revenue would be diverted from schools in the School District during the pendency of the plan.

53. The Plan was amended on June 27, 2005, and Project 19 became one of several City Development Projects, which consisted of projects 12-19.

54. On or around September 21, 2005, Thomas Leath, Myrtle Beach City Manager (“**Mr. Leath**”), informed the School District Superintendent, Gerrita Postlewait, that the Authority had identified a site for Project 19 but that the location ultimately was deemed unacceptable by the School District. Mr. Leath subsequently stated that the school could be built anywhere in the TIF district.

55. During a City Council meeting in late 2005, Mr. Leath informed the City Council that the School Board had requested that Project 19 be given priority.

56. On or around May 31, 2006, Mr. Leath informed Horry County Schools that, of all the projects in the second tier, the City Council agreed that Project 19 had priority and would be constructed.

57. For approximately nineteen (19) years, Project 19 was a part of the Plan, and throughout that time, the Authority and City made promises and assurances that Project 19 would remain a part of the Plan.

58. Based on more than nineteen years of representations by Defendants, Plaintiffs have expended funds in anticipation of the school project and forborne opportunities to develop a school on economically advantageous terms, among other things.

59. On November 14, 2017, nineteen years after the creation of the Plan, the Authority held a public hearing, removing Project 19 from the Plan.

60. The redevelopment of the former Myrtle Beach Air Force Base has increased the number of students for which the School District must provide services and has caused the School District to incur costs to make accommodations for those students.

61. Because of the City and Redevelopment Authority's actions, there is no longer land suitable for the construction of a school in the redevelopment district.

62. Because of the City and Redevelopment Authority's actions, the School Board will be at a disadvantage when they will, inevitably, be required to construct a school at its own expense.

63. The City has substantially modified and changed its redevelopment plan on multiple occasions since the Original Plan was adopted in 1998. In substantially modifying its plan, the City has failed to follow the procedures and requirements delineated by the Defense Redevelopment Statute.

64. Additionally, the City's modification and changing of the redevelopment plan on multiple occasions has resulted in the unlawful diversion of property tax revenues to the City at the expense of the Horry County School District, Horry County, and other affected taxing districts.

65. Upon information and belief, the City has redirected funds and plans to redirect funds from community development projects, such as the Horry County School Plan to other sources, which are not contemplated or authorized by the statute.

66. As the City has fully paid for its projects under the Plan or collected sufficient funds to pay for them using tax increment proceeds, the City unlawfully retained and continues to unlawfully retain tax increment proceeds, including those not used to service debt obligations for redevelopment projects and costs, instead of returning those surplus funds to Horry County and the School District as required by the Defense Redevelopment Statute.

67. Upon information and belief, the inclusion of Project 19 made the City and Redevelopment Authority's Plan more attractive, and Defendants received tangible benefits as a result of its inclusion.

68. Upon information and belief, the City is using and plans to use incremental tax revenues to fund normal City expenditures, such as maintenance, operations, and repairs, which are not directly connected to the purpose of the Defense Redevelopment Statute and the purpose of redevelopment.

69. The School District, already damaged by the plan, will incur additional, considerable expenses in providing a the means for students to attend school in Horry County, either by building a new school or by expanding other schools.

FOR A FIRST CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Declaratory Judgment)

70. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

71. The School District of Horry County, Horry County, the City of Myrtle Beach, and the Redevelopment Authority have a valid dispute regarding the construction, application, and effect of the Defense Redevelopment Law. Accordingly, a declaratory judgment defining the rights, privileges, and duties of and between the parties is appropriate pursuant to S.C. Code § 15-53-10 *et seq.*

72. In particular, Plaintiffs are entitled to a declaratory judgment in their favor as to the following:

- a. Plaintiffs are entitled to declaratory relief declaring that the City has acted unlawfully in retaining excess tax increment funds not required for the payment of bonds, notes, or other obligations of the City related to any properly adopted or modified redevelopment project.
- b. Plaintiffs are entitled to declaratory relief declaring that the City has acted unlawfully in retaining excess tax increment funds with the intent to appropriate those funds for future projects.

- c. Plaintiffs are entitled to declaratory relief, declaring that the Defendants have exceeded the authority and powers granted under the Defense Redevelopment Law by, among other things, funding initiatives that are not statutorily authorized.
- d. Plaintiffs are entitled to declaratory relief, declaring that the City has exceeded and plans to exceed its authority under the Defense Redevelopment Law by, among other things, controlling and directing the redevelopment, when such authority lies with the Authority.
- e. Plaintiffs are entitled to an order of this Court determining that the Constitutional purpose of the Defense Redevelopment Law has been achieved, the program should be dissolved, and funds distributed to the Plaintiffs.
- f. Plaintiffs are entitled to an order of this Court commanding the City to pay to the County Treasurer all excess tax increment funds illegally retained by the City for distribution according to law.
- g. Plaintiffs further are entitled to an order of this Court setting forth the School District's and the County's rights under the statute.

FOR A SECOND CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Preliminary and Permanent Injunction)

73. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

74. As set forth herein, Defendants have, do, and will continue to wrongfully possess and use excess tax funds issued to which Plaintiffs are entitled.

75. Additionally, Defendants plan to implement the amendment to the Redevelopment and Financing Plan of the Myrtle Beach Air Force Base Redevelopment Authority (the "Amendment"), which the City approved on August 14, 2018, even though the Amendment does

not meet the statutory purpose of the Redevelopment Law and is inconsistent with the constitutional authorization for the use of tax increment financing.

76. The balance of hardships between the parties justifies a remedy in equity.

77. Injunctive relief is necessary in this case in order to preserve the status quo.

78. The City has consistently spent TIF monies over and above the amounts necessary to pay the annual debt service on the 2016 refunding bonds and has publicly announced that it will continue to do so. As a result, as a practical matter, those funds, once spent, cannot be recaptured in the event of a judgment in favor of the Plaintiffs. As a result, there is no adequate remedy at law.

79. As set forth herein, Plaintiffs are likely to succeed on the merits.

80. The Plaintiffs will suffer irreparable harm if injunctive relief is not granted.

81. Plaintiffs seek an order of this Court enjoining the City from spending excess tax increment revenue and enjoining the City from implementing the Amendment until the issues in the lawsuit, regarding the validity of the Plan, the amendments to the Plan, and the Defendants' conduct, have been resolved.

FOR A THIRD CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Unjust Enrichment/Quantum Meruit)

82. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

83. Plaintiffs have relinquished monies and resources for the benefit of City and Redevelopment Authority.

84. Upon information and belief, the City has used the funds received unlawfully.

85. The Plaintiffs conferred a benefit to the City and Redevelopment Authority.

86. The City and Redevelopment Authority have retained these benefits.

87. The City and Redevelopment Authority's retention of these benefits, without paying their value, is inequitable.

FOR A FOURTH CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Accounting)

88. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

89. Plaintiffs ask this Court to require the City and the Authority to provide them with a complete and accurate accounting of all revenues and expenditures related to the development, planning, and funding of projects and the payment of bond issuance expenses and debt service since the development and adoption of the 1998 Plan and continuing through the trial of this matter.

FOR A FIFTH CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Conversion)

90. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

91. Defendants have intentionally used funds, to which Plaintiffs' are entitled, without Plaintiffs' consent.

92. Defendants' continued use of funds for improper and unauthorized purposes constitutes wrongful possession.

93. As a result of Defendants' wrongful ownership, retention, and misuse of funds, Plaintiffs have suffered actual damages for the lost value of the property, ongoing expenses in furtherance of recovering its property, among other damages to be shown at trial.

FOR A SIXTH CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Constructive Trust)

94. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

95. Plaintiffs ask this Court to exercise its equitable powers and impose a constructive trust upon all such funds for the benefit of the Plaintiffs and any other affected taxing district.

96. Plaintiffs are informed and believe that Defendants have in the past, and continue to this day, held and appropriated funds which were held for the benefit of the Plaintiffs and other taxing districts.

97. Defendants' retention and misuse of funds, as set forth above, was in bad faith and constitutes an abuse of confidence entrusted.

FOR A SEVENTH CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Promissory Estoppel)

98. Plaintiffs incorporate each of the allegations set forth above as if fully set forth herein.

99. The Authority and the City made promises to the Plaintiffs that the construction and funding of a school would be achieved through the Plan.

100. The School Board relied upon these promises.

101. The City and Authority expected the School Board to rely on these promises, and it was foreseeable that the School Board would do so.

102. As a direct and proximate result of the City and Authority's promises, the School Board suffered damages, the amount of which is to be determined at trial.

103. For the reasons set forth above, the Plaintiffs are entitled to relief under the doctrine of promissory estoppel.

FOR AN EIGHTH CAUSE OF ACTION AGAINST BOTH DEFENDANTS
(Mandamus)

104. Plaintiffs repeat and re-allege all of the above paragraphs and all subsequent paragraphs as if each were set forth herein verbatim.

105. The Authority has a non-discretionary duty under the Defense Redevelopment Law to, among other things, return all surplus tax increment revenues to affected taxing districts for distribution according to law.

106. To date, Defendants have failed to declare a surplus and distribute funds under the circumstances required by the Defense Redevelopment Law. Defendants' retention of tax increment revenues contravenes the Defense Redevelopment Law and is unlawful.

107. Defendants' failure to perform its statutory obligations under the Defense Redevelopment Law has resulted in substantial harm to Plaintiffs. In particular, Defendants have wrongfully withheld millions of dollars of funds due to the Plaintiffs, which are necessary for the provision of public services and public works projects.

108. Defendants should be compelled to perform a statutorily imposed duty owed to Plaintiffs, to cease spending tax revenues beyond those authorized by the Defense Redevelopment Law, and to make all necessary distributions to Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment against Defendants as follows:

1. Ordering Defendants to return all funds wrongfully withheld and pay Plaintiffs for all damages sustained;
2. Ordering Defendants to pay Plaintiffs' costs and reasonable attorneys' fees incurred in this action;
3. Enjoining Defendants from spending, distributing, or otherwise disposing of funds during the resolution of this matter so as to preserve the property central to this dispute;
4. Enjoining Defendants from taking any action to implement to implement the amendment to the Redevelopment and Financing Plan of the Myrtle Beach Air Force Base Redevelopment Authority, which the City approved on August 14, 2018; and
5. Awarding Plaintiffs such additional and further relief as the Court deems just and proper.

This the 21st of December 2018.

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