



CITY COUNCIL MEETING  
CITY HALL COUNCIL CHAMBERS  
229 MAIN STREET, CONWAY, SC 29526  
TUESDAY, JANUARY 2, 2024 - 4:00 PM

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*PLEASE SILENCE ALL ELECTRONIC DEVICES*

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE – Rev. Richard Williams

III. ADMINISTRATION OF OATHS OF OFFICE

- A. Mayor Barbara Jo Blain-Bellamy
- B. Council Member Larry A. White
- C. Council Member Justin Jordan
- D. Council Member Julie Hardwick

IV. BRIEF RECESS

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA

- A. Final Reading of Ordinance #ZA2024-01-02 (A) to annex approximately 0.23 acres located at 289 Wedding Lane (PIN 367-13-01-0025), and rezone from the Horry County Residential, including mobile homes (MSF10) district to the City of Conway Low/Medium Residential (R-1) district.
- B. Resolution accepting the dedication of roadways and drainage system in the Wild Wing, Phase 5B subdivision (Wood Stork Drive, Beechfield Court, Brick Point Court).
- C. Special Event – Waccamaw Sportsmen’s Expo – March 22 & 23, 2024
- D. Special Event – Shuckin’ on the Waccamaw – March 22, 2024
- E. Approval to Replace Vehicle Maintenance Service Truck
- F. Approval of December 17, 2023 Emergency Meeting Minutes

G. Approval of December 4, 2023 Council Meeting Minutes

H. Declare that the State of Emergency relative to the December 2023 noreaster has ended

## VII. ELECTION OF MAYOR PRO TEM FOR 2024

## VIII. PUBLIC INPUT

## IX. SPECIAL PRESENTATION

A. Recognition of 2023 Employees of the Year

B. Presentation of Longevity Awards – December 2023 – 10 Years: Danner Thompson, Recreation

C. Presentation of Future Plans for Jerry Cox Parking Lot and ERF #3 (Hyman)

D. Discussion of a request by Crunk Engineering, LLC, to annex approximately 8.96 acres of property located at the intersection of Mill Pond Rd and Hwy 501 (PIN 338-10-01-0015), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district. (Hucks)

E. Discussion of a request by Mike Wilson (agent) to rezone approximately 0.24 acres of property located at 610 Main street (PIN 338-13-02-0035) from the City of Conway Low/Medium Density Residential (R-1) district to the City of Conway Professional (P) district. (Hucks)

## X. SECOND/FINAL READING

A. Final Reading of Ordinance #ZA2023-10-02 (B) to annex approximately 1,765 +/- acres located on or near the intersection of Highway 701 S and Pitch Landing Road, Highway 701 S and Wildair Circle, Highway 701 S. and Kinlaw Lane, and Highway 701 S, Pitch Landing Rd, and Blaze Trail (PIN 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district. (Hucks)

B. Final Reading of Ordinance #ZA2023-10-02 (A) for the City of Conway to enter into a Development Agreement with BRD Land & Investment, LP for the development of property located on or near the intersection of Highway 701 S. and Pitch Landing Rd, known as the Warden Station tract, containing approximately 1,765 +/- acres (PINs 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022). (Hucks)

## XI. FIRST READING



- A. First Reading of Ordinance #ZA2024-01-16 (A), to annex approximately 0.14 acres located at 127 Quail Run (PIN 383-09-04-0077), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district. (Hucks)
- B. First Reading of Ordinance #ZA2024-01-16 (B), to annex approximately 0.16 acres located at 600 Stanway Drive (PIN 382-06-03-0013), and rezone from the Horry County Residential, no mobile homes allowed (SF6) district to the City of Conway Low/Medium-Density Residential (R-1) district. (Hucks)
- C. First Reading of Ordinance #ZA2024-01-16 (C), to annex approximately 0.25 acres of property located at 1674 Destiny Lane (PIN 383-01-04-0010), and rezone from the Horry County General Residential (GR) district to the City of Conway Low-Density Residential (R) district. (Hucks)
- D. First Reading of Ordinance #ZA2024-01-16 (D), to annex approximately 9.24 acres of property located at 2325 Hwy 501 East (PIN 383-11-01-0004), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district. (Hucks)
- E. First Reading of Ordinance #ZA2024-01-16 (E) to rezone approximately 1.84 acres of property located at/near the intersection of Oak Street and Medlen Parkway (PIN 338-02-01-0038) from the City of Conway Neighborhood Commercial (NC) district to the City of Conway Medium-Density Residential (R-2) district. (Hucks)
- F. First Reading of Ordinance #ZA2024-01-16 (F) of an amendment to Article 2 – Definitions and Article 5 – Specific Use Regulations, of the City of Conway Unified Development Ordinance (UDO), regarding the requirements for Electric Vehicle Charging Stations (EVCS) and associated equipment. (Hucks)
- G. First Reading of Ordinance #2024-01-16 (G) to authorize a license agreement between the City of Conway and First Baptist Church to close a portion of Sixth Avenue during certain hours. (Rogers)

## XII. CITY ADMINISTRATOR’S REPORT

## XIII. COUNCIL INPUT

## XIV. BREAK

## XV. WORKSHOP

Discussion of a proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, and Discussion of a Request to annex and/or rezone approximately 486 +/- acres of property, located at or near the corner of HWY 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, Dayton Drive, and Dunn Shortcut Rd (PIN’s 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture

(CFA), Horry County Highway Commercial (HC), Horry County Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI), City of Conway Low/Medium-Density Residential (R-1), and City of Conway High-Density Residential (R-3) districts to the City of Conway Planned Development (PD) district.

#### XVI. EXECUTIVE SESSION

- A. Consideration of appointments and/or removal to boards, commissions and committees [pursuant to SC Code §30-4-70(A) (1)].
- B. Discussion on Contractual Negotiations Incident to the Potential Acquisition of Property near Crabtree Swamp [pursuant to SC Code §30-4-70 (A) (2)].
- C. Discussion on Contractual Negotiation Incident to Riverfront Properties [pursuant to SC Code §30-4-70 (A) (2)].

#### XVII. RECONVENE FROM EXECUTIVE SESSION

#### XVIII. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

#### XIX. ADJOURNMENT

Any citizen of the municipality may make an appearance before City Council concerning any municipal matter with the exception of personnel matters. Persons desiring to speak must notify the City Clerk prior to the beginning of the meeting. However, if you are speaking regarding a public hearing item, then you would do so during that time on the agenda. Please address Council from the podium stating your name, address, and the subject you would like to discuss. The public may also access the meeting at [www.cityofconway.com](http://www.cityofconway.com) under the “Latest Events” tab on the home page. If you are unable to attend and would like to voice your concerns or comments regarding a request, please call the City Hall at 843-248-1760 or email [ashelley@cityofconway.com](mailto:ashelley@cityofconway.com), to be received prior to 12:00 noon on January 2, 2024. To assure proper recording of public comments left on the City’s voicemail, callers are urged to clearly pronounce their names and addresses, preferably providing spelling for both.

**DATE: JANUARY 2, 2024**

**ITEM: VI.A.**

**ISSUE:**

**Final Reading of Ordinance #ZA2024-01-02 (A)** to annex approximately 0.23 acres located at 289 Wedding Lane (PIN 367-13-01-0025), and rezone from the Horry County Residential, including mobile homes (MSF10) district to the City of Conway Low/Medium Residential (R-1) district.

**BACKGROUND:**

The annexation application was submitted by David Dweck on November 3, 2023, as a requirement to connect to water and/or sewer utilities. Approval of the item at First Reading was on December 4, 2023. According to Horry County Land Records, the property was transferred into the applicant's names on October 16, 2023. The property is within the Red Hill subdivision, located between Highway 501 Business and Claridy Rd. There is an existing single-family residence on the property. Restrictive covenants were recorded for this property at the time annexation was applied for, on November 9, 2023.

There are three other properties along Wedding Lane that have been annexed into the city limits: one in 2017, 2020, and the most recent one in 2023.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this parcel as Low/Medium Density Residential (R-1).

The intent of the R-1 District is to provide for the preservation and expansion of areas for low to medium density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.

**STAFF RECOMMENDATION:**

**Approve Final Reading of Ordinance #ZA2024-01-02 (A).**

**ORDINANCE #ZA2024-01-02 (A)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.23 ACRES OF PROPERTY  
LOCATED AT 289 WEDDING LANE (PIN 367-13-01-0025), AND REQUEST TO  
REZONE FROM THE HORRY COUNTY RESIDENTIAL, INCLUDING MOBILE  
HOMES (MSF10) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY  
RESIDENTIAL DISTRICT (R-1) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.23 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.23 acres of property located at 289 Wedding Lane (PIN 367-13-01-0025), and request to rezone from the Horry County Residential, including mobile homes (MSF10) district, to the City of Conway Low/Medium Residential (R-1) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property.  
For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Low/Medium Density Residential District (R-1) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

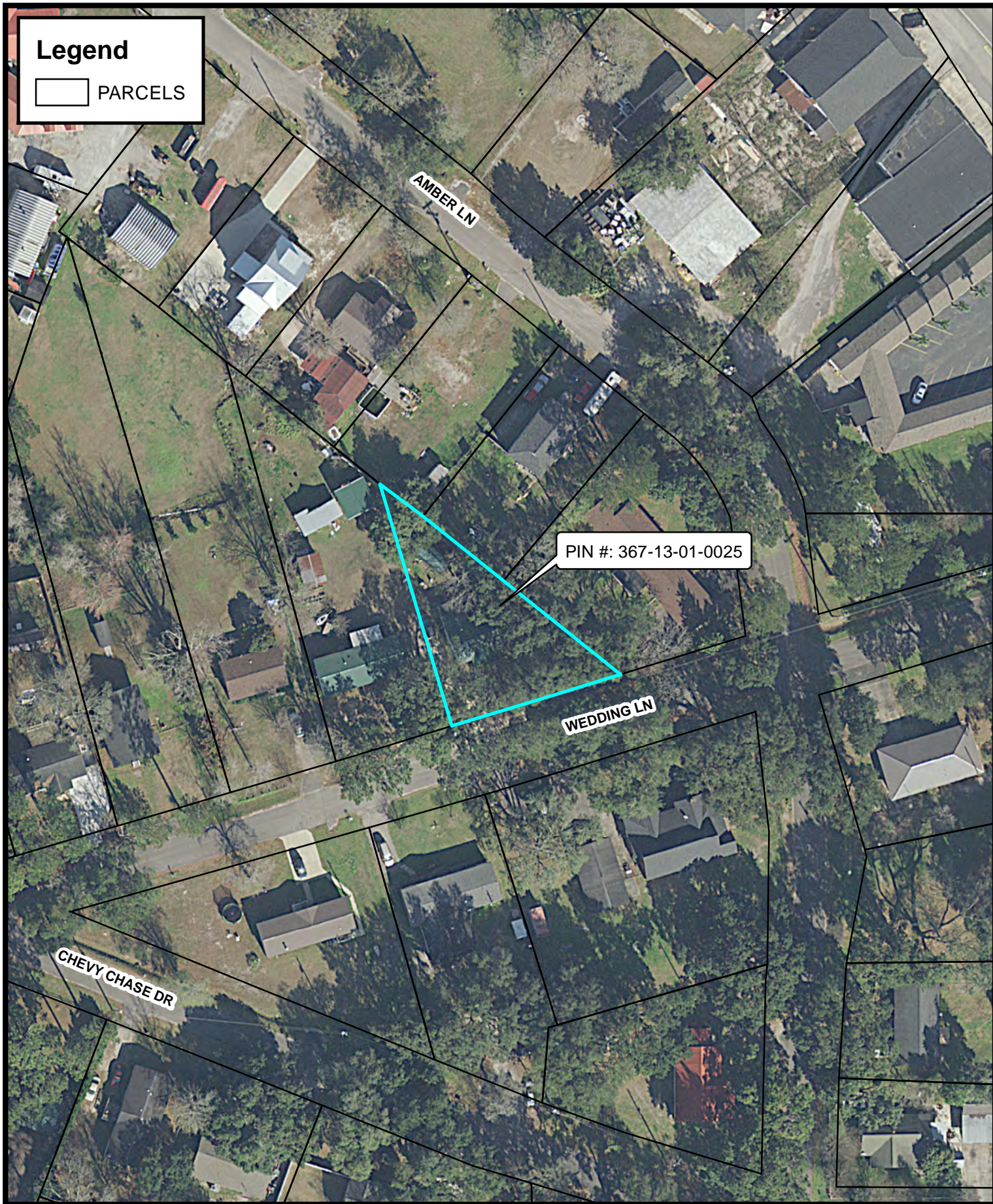
\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

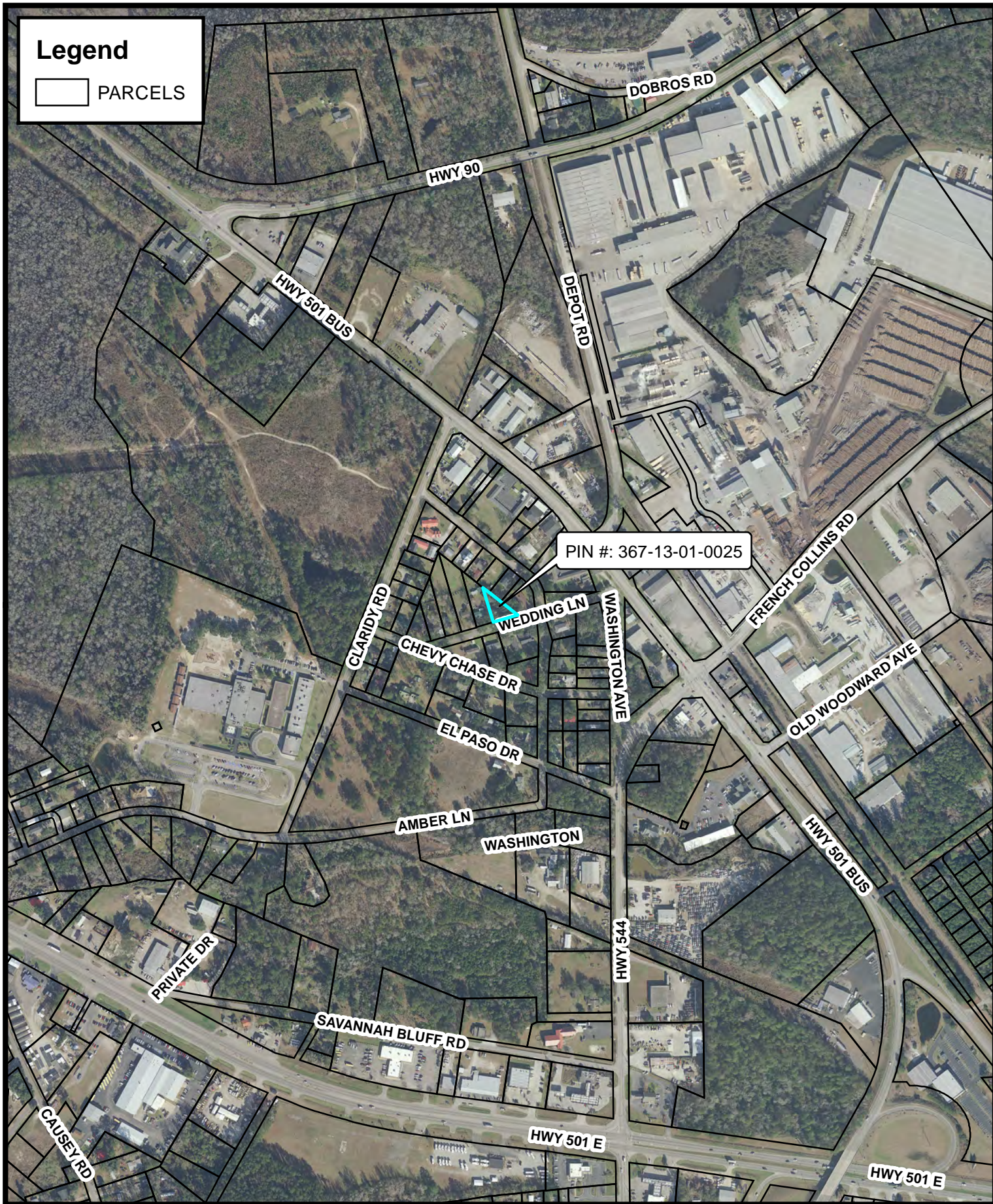
First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

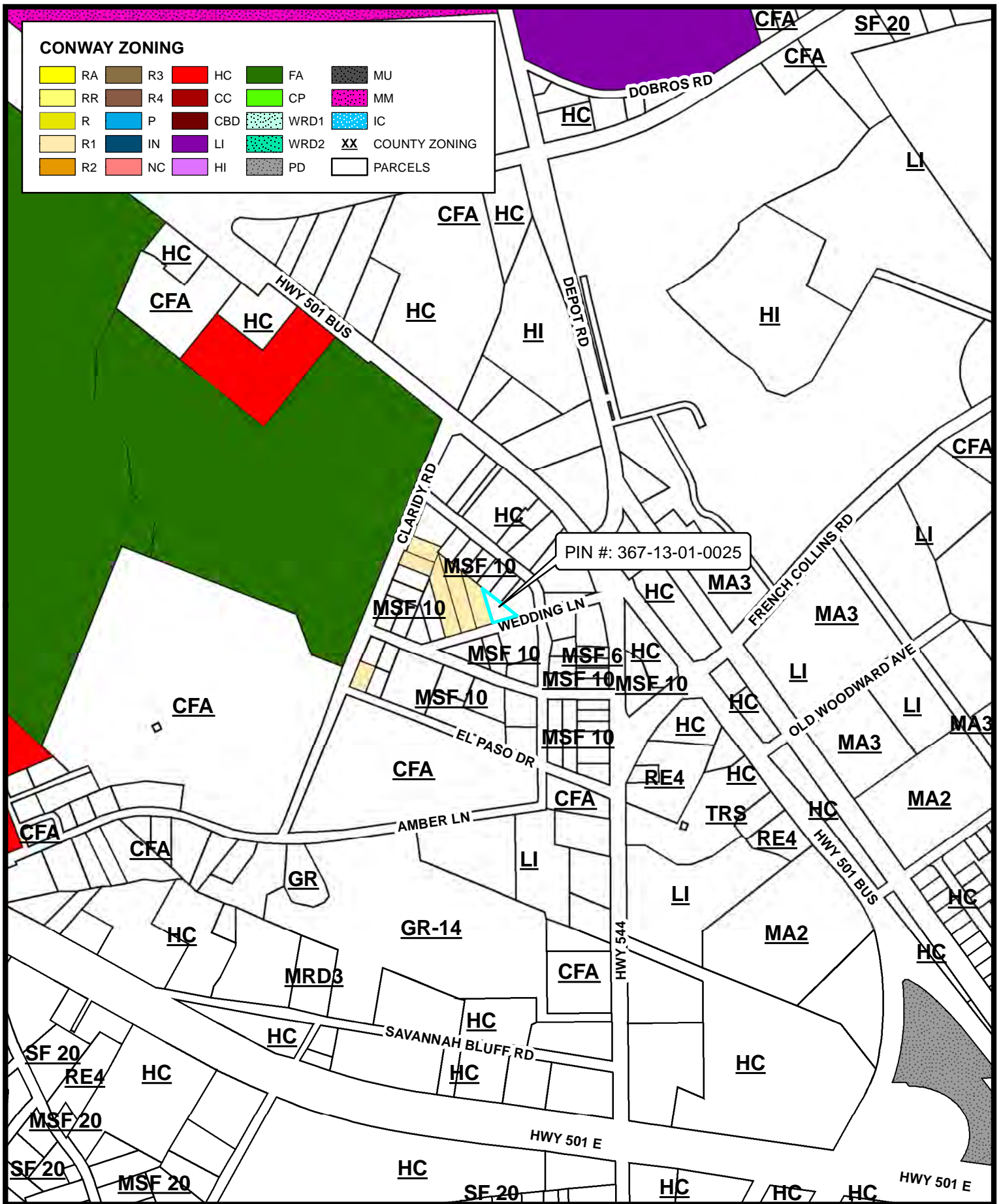








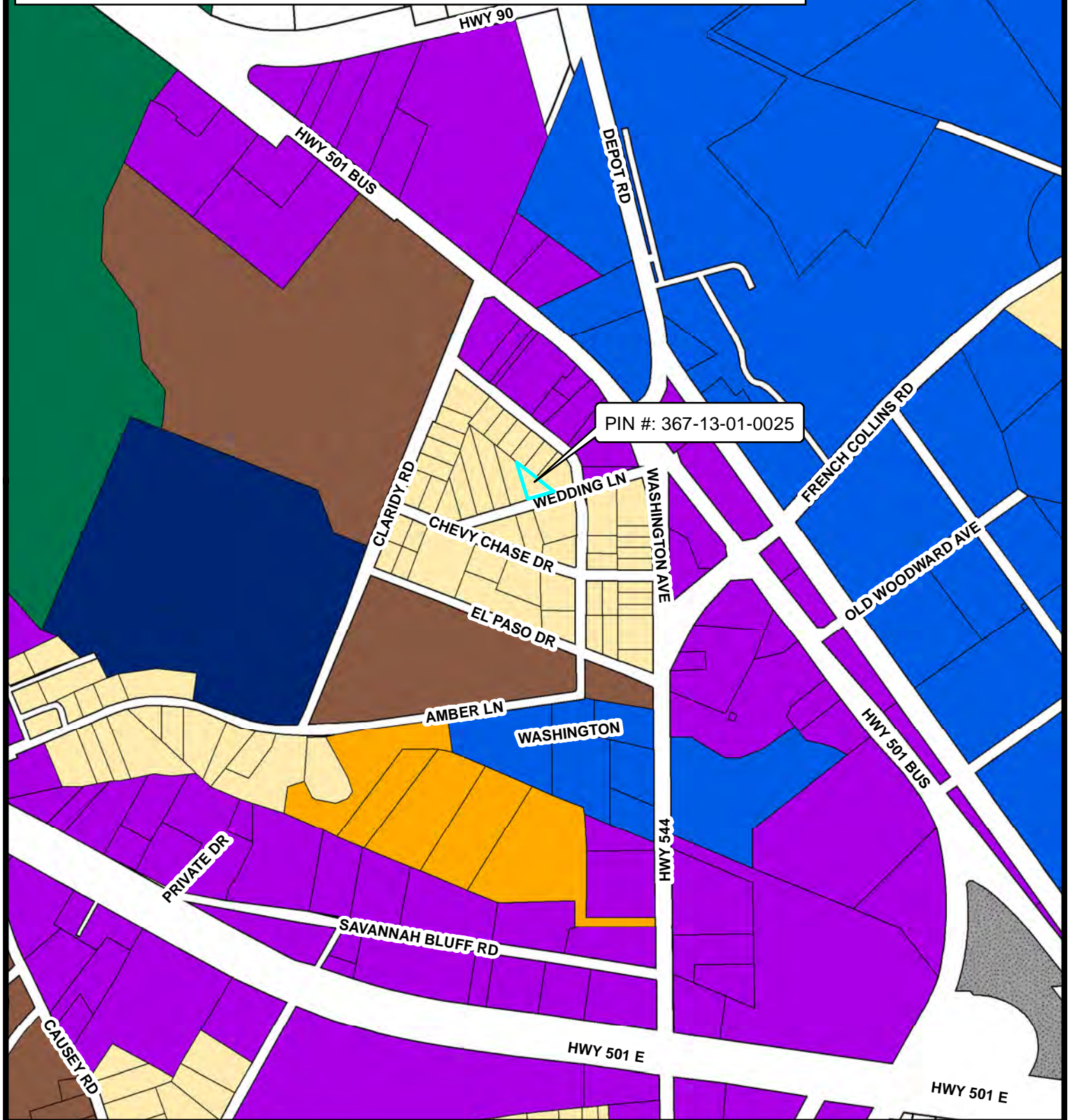






# FUTURE LAND USE

CONSERVATION PRESERVATION	HIGHWAY COMMERCIAL	MEDIUM DENSITY RESIDENTIAL	PROFESSIONAL
DOWNTOWN HISTORIC DISTRICT	INDUSTRIAL	MIXED USE	RECREATIONAL
FOREST AGRICULTURE	INSTITUTIONAL	NEIGHBORHOOD COMMERCIAL	RURAL RESIDENTIAL
HIGH DENSITY RESIDENTIAL	LOW DENSITY RESIDENTIAL	PLANNED DISTRICT	UTILITY
			PARCELS











STATE OF SOUTH CAROLINA )

Florida )

RESTRICTIVE COVENANT

COUNTY OF Horry (Broward)

KNOW ALL ME BY THESE PRESENTS, that, (I, we) David Dweck  
(Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway.  
The property/parcel is situated outside the corporate limits of the City Of Conway. The  
property/parcel is identified in the records of the Assessor of Horry County as Parcel Identification  
Number (PIN) 36713010025 and is physically located at  
289 Wedding Lane, Conway SC 29526  
The above referenced property was conveyed by deed to the Grantor and recorded in the Office of  
the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 4734 at  
Page 1172.

We understand and agree that as a condition of service and connection of the Water and/or  
Sewer System to the above referenced property, we will petition, when requested by the City Of  
Conway (by Group or Individual method) for annexation to the City Of Conway under Section 5-  
3-150 of the Code of Laws for the State of South Carolina. We further understand that it may be  
necessary to execute a petition for annexation on more than one occasion; however, the final  
acceptance of the said petition rests upon an affirmation vote of a majority of the governing body  
of the City of Conway.

It is understood and agreed upon that this covenant shall be legally binding upon  
(myself/us) as the Grantor(s), and our heirs and successors. Any violation of, or refusal to sign,  
said petition shall result in either legal recourse for nonperformance by the City, and/or termination  
of water and/or sewer services provided to the premises.

It is further understood and agreeable that the City may inspect and approve the owner's  
water and/or sewer system prior to connection to insure compliance with the City and State  
regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance  
with the guidelines and policies set forth by the City of Conway.

All rights, powers, and privileges hereby granted to the City of Conway as grantee shall  
convey to its heirs, successors and assigns, and shall be binding upon the heirs, successors,  
administrators, executors and assigns of the Grantor. Grantor acknowledges that the conditions of  
this agreement and this agreement itself is a restriction and covenant of the title of the above  
reference property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is  
mutually agreeable that upon any dividing, separation, or split of the above referenced property,  
this agreement shall remain binding upon the successors and heirs of such division, and that this  
covenant shall remain binding upon the successors and heirs of such division, and that this covenant  
shall remain a restriction and covenant on the title of the parcel resultant of such division.

Deed BK: 4744 PG: 750 Doctype: 082  
11/09/2023 at 02:10:15 PM, 1 OF 2

Marion D. Foxworth III  
HORRY COUNTY, SC REGISTRAR OF DEEDS



IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

3rd day of November 2023.

SIGNED, SEALED AND DELIVERED by:  
Grantor in the presence of:

Sarah Wong  
Witness

[Signature]  
Grantor Name David Dweck

Nancy Jean Ferreira  
Witness or Notary

STATE OF ~~SOUTH CAROLINA~~ Florida

PROBATE

COUNTY OF ~~HORRY~~ Broward

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

[Signature]

Witness

SWORN TO BEFORE ME THIS 3  
DAY OF November, 2023



NANCY JEAN FERREIRA  
Commission # GG 971530  
Expires June 27, 2024  
Bonded Thru Budget Notary Services

Nancy Jean Ferreira

NOTARY PUBLIC FOR SOUTH CAROLINA (signature) Florida, Broward County

NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~ (printed) Florida

My commission expires: 6-27-2024

Broward County

Section 26-I-120 (E) (4): A witness is not a party to or a beneficiary of the transaction, signed the record as a subscribing witness.



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: 100 Conway

PIN: 36713010025 ACREAGE: 0.23 Acres

PROPERTY ADDRESS: 289 Wedding Lane, Conway SC 29526

PROPERTY OWNER MAILING ADDRESS: 4851 W Hillsboro Blvd, STE A4 Coconut Creek FL 33073

PROPERTY OWNER TELEPHONE NUMBER: 954-354-1000

PROPERTY OWNER EMAIL: Sarah@daviddweck.com

APPLICANT: David Dweck

APPLICANT'S EMAIL: Sarah@daviddweck.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

\_\_\_\_\_  
(Print)

David Dweck  
(Signature)

DATE: 11-3-2023

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: \_\_\_\_\_ Structure Type: \_\_\_\_\_

Current Use: vacant, will be a rental

Are there any wetlands on the property?

CIRCLE: YES ☒ NO ☐

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

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Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

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**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**planning@cityofconway.com**





# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 289 wedding Ln, Conway FEE PAID ( ) YES ( ) NO  
SC 29526

AREA OF SUBJECT PROPERTY (ACREAGE): 0.23 Acres PIN: 36713010025

CURRENT ZONING CLASSIFICATION: \_\_\_\_\_

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: \_\_\_\_\_

REQUESTED ZONING CLASSIFICATION: \_\_\_\_\_

NAME OF PROPERTY OWNER(S):

David Dwek

PHONE # 954-354-1000

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

4851 W Hillsboro Blvd, STE A4, Coconut Creek FL 33073

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

PROPERTY OWNER'S SIGNATURE(S)

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

**DATE: JANUARY 2, 2024**

**ITEM: VI.B.**

**ISSUE:**

Resolution accepting dedication of roadways & drainage and the financial guarantee for the roadway warranty for the Wild Wing Plantation, Phase 5B, subdivision (Wood Stork Drive; Beechfield Court; Brick Point Court).

**BACKGROUND:**

D.R. Horton, Inc requests to dedicate the roadways and drainage system in the Wild Wing Plantation, Phase 5B. The road(s) inside this development being offered for dedication are: Wood Stork Drive, Beechfield Court, and Brick Point Court.

Upon approval of this request by City Council, the City will accept the documents from D.R. Horton that are required (and applicable) to finalize acceptance of the roadways and drainage system, namely: Drainage Easement, Right-of-Way Deed, Warranty Agreement, General Joinder and Consent to Dedicate, As-Built Road Plans, Certification of Non-Litigation and the Warranty Surety in the form of a financial guarantee (in this case, a cashier's check has been provided). The roadway warranty shall be in place for a period of three (3) years.

Per the Unified Development Ordinance (UDO), the required roadway warranty agreement will be for three years from the date of the acceptance of the road dedication in the amount of **\$68,730.75**, which is calculated by multiplying \$27.50 per linear foot of 2 lane roadway and \$5 per linear foot for each additional lane of roadway:

Wood Stork Drive (2-lane roadway):  $1.471.50 \text{ LF} \times \$27.50 \text{ per LF} = \$40,466.25$

Beechfield Court (2-lane roadway):  $367.80 \text{ LF} \times \$27.50/\text{LF} = \$10,114.50$

Brick Point Court (2-lane roadway):  $660.00 \text{ LF} \times \$27.50/\text{LF} = \$18,150.00$

**Total (3-yr) warranty amount: \$68,730.75**

Public Works has inspected the roadways and drainage in the Wild Wing Plantation, Phase 5B subdivision and found them acceptable to move forward with the dedication.

**RECOMMENDATION**

Adopt the resolution accepting dedication of roadways and drainage system in the Wild Wing Plantation, Phase 5B, subdivision with a financial guarantee (cashier's check provided) for a three-year warranty in the amount of **\$68,730.75**.



STATE OF SOUTH CAROLINA            )  
COUNTY OF HORRY                    )               **RESOLUTION**  
CITY OF CONWAY                        )

**ACCEPTING THE ROADWAYS AND DRAINAGE SYSTEM  
IN THE WILD WING PLANTATION (PHASE 5B) SUBDIVISION**

**WHEREAS,** D.R. Horton, Inc has installed a roadway and drainage system within the city limits of Conway; and

**WHEREAS,** D.R. Horton, Inc is requesting approval to dedicate street rights of way for Wild Wing Plantation, Phase 5B, subdivision, Wood Stork Drive, Beechfield Court, and Brick Point Court; and

**WHEREAS,** D.R. Horton, Inc also requests to convey their right, title and all interest related to the drainage system together with all public easements and rights of way thereto, located within the Wood Stork Drive, Beechfield Court, and Brick Point Court rights-of-ways; and

**WHEREAS,** Conway City Council has determined it would be in the best interest of Conway and its citizens to accept the street and drainage system Wood Stork Drive, Beechfield Court, and Brick Point Court, as depicted on maps created by DDC Engineers, prepared 4/11/2023, titled Final Plat, and recorded in the Horry County Registrar of Deeds Plat Book 316, Page 168; and

**NOW, THEREFORE BE IT RESOLVED,** by the City Council of the City of Conway, South Carolina to accept road right of way and drainage on the above stated Wood Stork Drive, Beechfield Court, and Brick Point Court from D.R. Horton, Inc as presented in the deed and easement signed by Devon Lloyd of D.R. Horton, Inc.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

## CITY OF CONWAY

## WARRANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT D.R. Horton  
 of Myrtle Beach, South Carolina, hereinafter referred to as  
 "Developer", as principal is held and firmly bound unto the City of Conway existing under  
 the laws of the State of South Carolina, as oblige in full and just sum of  
 \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which  
 sum, well and truly made the Developer binds themselves, their heirs, executors,  
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has lawfully developed and constructed a development in the  
 City of Conway, South Carolina, known and identified as Wild Wings Plantation Phase 5B  
 and in connection therewith has constructed, certain roadways, drainage ways, and other  
 appurtenant road and drainage structures, and has dedicated those facilities to the City  
 on Conway for public use and maintenance.

NOW THEREFORE, the condition of this obligation is such that the Developer shall give to the  
 City of Conway fee simple title to said improvements, and warrants that said improvements  
 are in first-class condition, and shall remain in said condition, less normal wear, for a period  
 of three (3) years from the date of action by Conway City Council to accept said facilities.  
 Should said facilities, or any portion thereof require repair or replacement for failure of  
 workmanship, materials, or damages resulting from any construction related activities,  
 including utility construction or building construction performed by other parties who  
 purchased land from said Developer, within three (3) years from date of said acceptance,  
 the Developer shall make the necessary repairs or shall be liable to the City of Conway in  
 the amount of the full and just sum herein stated above for costs to repair and replace said  
 facilities to a first-class condition. All repairs made shall be of good quality and shall be  
 subject to an additional twelve-month warranty period with a suitable financial guarantee  
 being posted for 125% of the estimated cost of the repair work as determined by the  
 Technical Review Committee.

SIGNED, SEALED, AND DATED this \_\_\_\_\_ day of \_\_\_\_\_

## WITNESS:

Jeremy Cox  
 \_\_\_\_\_  
 Witness Print Name

## DEVELOPER:

Evan Thomsen  
 \_\_\_\_\_  
 Developer Print Name

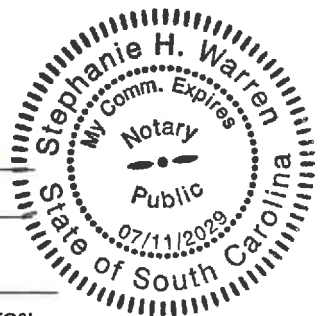
STATE OF SOUTH CAROLINA)  
 COUNTY OF HORRY )

The foregoing was acknowledged before me

this 25th day of July 2023  
 by Evan Thomsen

Stephanie H. Warren  
 \_\_\_\_\_  
 Notary Public

7/11/29  
 My commission expires:



## CITY OF CONWAY

## GENERAL JOINDER AND CONSENT TO DEDICATION

The undersigned hereby certifies that it is the holder of a mortgage, lien, easement, right-of-way, or encumbrance on certain lands properly known as \_\_\_\_\_

Wild Wings Plantation Phase 5B

mortgage, lien, easement, right-of-way or other encumbrance which is recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, of the Public Records of Horry County, South Carolina, shall be subordinated to the above dedication.

Jeremy Cox

Witness Print Name

Evan Thomsen

Signatory Print Name

[Signature]

Witness Signature

[Signature]

Signature

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

The foregoing was acknowledged before me

This 25<sup>th</sup> day of July 2023

By: Evan Thomsen

Notary Public

Stephanie H. Warren

My commission expires:

7/11/29



STATE OF SOUTH CAROLINA )

## DRAINAGE EASEMENT

COUNTY OF HORRY )

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) D.R. Horton  
 in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, have  
 granted, bargained, sold and released, and by these presents do grant, bargain, sell and release,  
 unto the City of Conway, its successors and assigns, a right-of-way easement for the following  
 road(s) named Beechfield Court, Wood Stork Drive and Brick Point Court  
 as shown on a plat prepared by Bolton & Menk, LLC dba DDC Engineers  
 titled Wild Wings Plantation Phase 5B  
 and dated June 26, 2023 said plat being recorded in the Horry County  
 Register of Deeds at \_\_\_\_\_.

Said drainage easement having been offered for dedication and said dedication being accepted  
 by action of Conway City Council at its meeting on \_\_\_\_\_, 20 \_\_\_\_

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights hereinabove granted,  
 unto the said City of Conway, its successors and assigns forever.

IN WITNESS WHEREOF I (or we) have hereunto set my/our hand(s) and seal(s) this \_\_\_\_ day of  
 \_\_\_\_\_ in the year of our Lord Two Thousand and \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

Jeremy Cox  
 Witness #1

D.R. Horton  
 OWNER

Mark Palmeri  
 Witness #2

OWNER

STATE OF SOUTH CAROLINA )

## PROBATE

COUNTY OF HORRY )

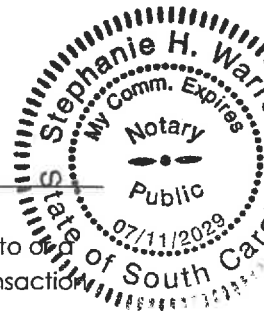
Personally appeared before me Stephanie H. Warren and made oath that  
 he/she was present and saw the within named owner(s), Evan Thomsen  
 sign, seal and as their act and deed deliver the within easement for right-of-way;  
 and that Jeremy Cox with Mark Palmeri witnessed the  
 execution thereof.

Sworn to before me this 25th day of July, 20 23.

Notary Public Stephanie H. Warren  
 My commission expires: 7/11/29

Jeremy Cox  
 Witness Signature

Witness is not a party to or  
 beneficiary of the transaction



STATE OF SOUTH CAROLINA )

## RIGHT-OF-WAY DEED

COUNTY OF HORRY )

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) D.R. Horton  
 in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, have granted,  
 bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the City  
 of Conway, its successors and assigns, a right-of-way deed for the following road(s) named  
Beechfield Court, Wood Stork Drive & Brick Point Court as shown on a plat prepared  
 by Bolton & Menk, LLC dba DDC Engineers titled \_\_\_\_\_  
Wild Wings Plantation Phase 5B and dated June 26, 2023 said  
 plat being recorded in the Horry County Register of Deeds at \_\_\_\_\_.

Said road right-of-way having been offered for dedication and said dedication being accepted  
 by action of Conway City Council at its meeting on \_\_\_\_\_ 20 \_\_\_\_.

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights hereinabove granted,  
 unto the said City of Conway, its successors and assigns forever.

IN WITNESS WHEREOF I (or we) have hereunto set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_  
 in the year of our Lord Two Thousand and \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Jeremy Cox  
 Witness #1

[Signature]  
 OWNER

Mark Palmeri  
 Witness #2

OWNER

STATE OF SOUTH CAROLINA )

## PROBATE

COUNTY OF HORRY )

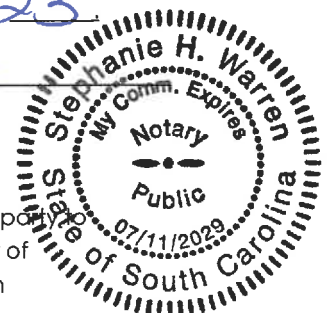
Personally appeared before me Stephanie H. Warren and made oath that  
 he/she was present and saw the within named owner(s), Evan Thomsen  
Jeremy Cox with Mark Palmeri  
 sign, seal and as their act and deed deliver the within deed for right-of-way; and that

Sworn to before me this 25th day of July, 20 23.

[Signature]  
 Witness Signature

Notary Public Stephanie H. Warren  
 My commission expires: 7/11/29

Witness is not a party  
 or a beneficiary of  
 the transaction



## CITY OF CONWAY

## CERTIFICATION OF NON-LITIGATION

I, (We), hereby certify that there is no pending or threatened actions at law that will affect the fee simple dedication of the below named project. I, (We), further certify that all contractors, subcontractors, material suppliers, surveyors, attorneys, or other persons, firms or corporations retained for the purpose of designing, planning, and constructing the project have been paid in full.

Project and Road Name(s): Wild Wings Plantation Phase 5B  
Beechfield Court, Wood Stork Drive and Brick Point Court

Jeremy Cox

Witness Print Name

[Signature]

Witness Signature

Evan Thomsen

Developer Print Name

[Signature]

Developer Signature

Teresa Anderson

Witness Print Name

[Signature]

Witness Signature

Michael Kay

General Contractor Print Name

[Signature]

General Contractor Signature

John BRADON

Witness Print Name

[Signature]

Witness Signature

Wes Anderson

Engineer Print Name

[Signature]

Engineer Signature

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

The foregoing was acknowledged before me

this 26<sup>th</sup> day of July 2023  
by John BRADON

Patricia A. Crawford  
Notary PublicMy commission expires: 7/12/27

**DATE: JANUARY 2, 2024**  
**ITEM: V.I.C.**

**ISSUE:**

Request from Conway Downtown Alive in partnership with Waccamaw Outfitters to host the Waccamaw Sportsmen's Expo on March 22 -23 from 10:00 a.m.to 6:00/5:00 p.m.

**BACKGROUND:**

Conway Downtown Alive will host the outdoor lifestyle festival with DockDogs National Competition.

There will be National DockDogs competition, outdoor vendors, a fishing tournament, dog trials, Reptiles on the move program, chef demonstrations and music.

CDA request rolling carts at 200 Laurel Street, 196 Laurel Street, marina area and old tennis center. Porta-potties will be located throughout the event area.

There will be a power pull at 200 Laurel, a generator at marina parking lot and a power pull at the old tennis center or generator replacement.

CDA is requesting permission for all licensed businesses in the CBD and Riverfront District and food truck lot at 7 Elm Street: Conway Alive, CR Promotions to sell to-go beer and wine during all hours of the event.

CDA anticipates approximately 3900 participants and 100 vendors.

**RECOMMENDATION:**

Approve the special event permit as presented.





**For Office Use Only**  
**Permit Application**

- ☐ Approved  
☐ Disapproved  
☐ Charges required  
in the amount of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPECIAL EVENT PERMIT APPLICATION**

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

**APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN  
30 DAYS IN ADVANCE OF THE PROPOSED ACTIVITY.**

Name of the event: Waccamaw Sportsmen's Expo

Name of permit holder: Conway Downtown Alive

Address of permit holder: 428 Main Street

City: Conway State: SC Zip: 29526

Telephone number of permit holder: 843-248-6260 Cell 843-450-6241

Are you conducting the activity on behalf of an organization? ☒ Yes ☐ No

Is your organization a non-profit 501(c)(3) organization? ☒ Yes ☐ No

Name of organization: Conway Downtown Alive

Address of organization: 428 Main Street Conway SC 29526

Telephone number of organization: 843-248-6260

What is the purpose of the activity? Outdoor lifestyle festival with DockDogs National Competition

What is the proposed date(s) of the activity? March 22 & 23, 2024

What are the proposed times of the activity? 3/22 10 am-5pm 3/23 10 am-6pm

What are the plans for the event? National DockDogs competition, outdoor vendors, boat show,  
Animal conservation programs, chef demonstrations, music, artist demonstrations

What is the location or route of the activity? (Please attach any necessary route maps.) \_\_\_\_\_  
See attached map

**If you are conducting a parade, please attach a map showing the route with the portion of the street(s) and/or sidewalk(s) to be utilized clearly marked.**

List any streets which may need to be closed, including specific dates and times of closing and re-opening:

See attached map

What is the approximate number of participants? 3900

What is the approximate number of vendors? 100

**BUSINESS LICENSE REQUIREMENTS:** *Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a business license.*

Will there be any vehicles, water craft, equipment or animals used for the event? ☒ Yes ☐ No  
If yes, please explain: animal conservation programs, boat show, DockDogs event

Are you requesting any road blockades? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a map showing the locations of any road blockades.

Are you requesting any police assistance? (charges may apply) ☒ Yes ☒ No

Are you requesting to set up tents or temporary structures? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a drawing showing the locations and sizes of all auxiliary structures. See attached

Are you requesting any fire/medical standby assistance? (charges may apply) ☐ Yes ☒ No

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. ☒ Yes ☐ No  
power pull at 200 Laurel Street, 7 Elm Street. The Terrace  
Old tennis center and/or generator placement and water pull

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part? ☐ Yes ☒ No

How do you plan to remove garbage? Request rolling carts at 200 Laurel Street,  
196 Laurel Street, 7 Elm Street, Laurel Street

Will existing restroom facilities be adequate? ☐ Yes ☒ No  
If not, describe plans to augment available sanitary facilities: Porta-potties at event locations

Please include any additional information that may be useful: Please see attached info sheet

Does any of the following apply to the proposed activity: \_\_\_\_\_ Fireworks Display \_\_\_\_\_ Other  
(live band, band, loudspeakers, sound amplifiers, etc.). Please specify: band and music please see  
attached  
recorded music and presentations

**ALCOHOL SALES AT SPECIAL EVENT:** *Procedures and logistics for serving alcoholic beverages must be submitted with the special event permit application. These should include but are not limited to location, hours of operation, locations with site diagram and security procedures. Consideration will also be given as to whether alcohol sales would create potentially dangerous situations due to the nature of the event. Permission to serve or consume alcohol may be granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.*

Will alcoholic beverages be served?

☒ Yes ☐ No

Will alcoholic beverages be sold? *If yes, SC ABC permit required.*

☒ Yes ☐ No

*Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine." Beer and/or wine must be served in opaque paper, plastic or Styrofoam cups.*

**VENDORS:** Please list any vendors, including applicant, for whom you are requesting permission to sell alcohol and the proposed locations for sales.

Food truck lot @ 7 Elm Street licensed beer and wine vendor and Travelling Taps

**RESTAURANTS:** Please list any restaurants for which you are requesting permission to sell alcohol for public consumption during the special event.

Request permission for all licensed businesses in the CBD and Riverfront District to sell to-go beer and wine during all hours of the event

Times for alcohol to be served: From 11:00 AM To 5:00 PM

**Event map must show requested designated special event area for alcohol sales/public consumption.**

**The following does not apply to restaurants:**

Have you applied for a South Carolina temporary ABC Permit? ☐ Yes ☒ No

Name of insurance company providing general liability with liquor liability insurance for the event naming the City of Conway as additional insured (a copy of the Certificate of Insurance must be provided): CNA Insurance

**ACKNOWLEDGMENT:** *I acknowledge that I have read and do fully understand the Special Event Alcohol Control Policy attached to this application and agree to comply with the guidelines.*

Applicant's Signature: 

Date: 11/7/2023



## SPECIAL EVENTS

### ALCOHOL CONTROL POLICY

All event organizers and restaurants are required to be familiar with and follow the guidelines when participating in special events where alcoholic beverages will be permitted. It is understood that responsibility for fully meeting these requirements during an event rests with the event organization and/or restaurant serving alcohol within a designated special event area.

1. Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. *Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine."*
2. Public consumption of alcohol as authorized by the special event permit shall not begin before the designated event start time. There shall be no open containers of alcohol allowed in the event area before this designated time. The event organizers and all participating restaurants must discontinue alcohol distribution for public consumption within the event area at a minimum of 30 minutes prior to the end of the event. All alcohol must be cleared from the event site at the end of the event.
3. At no other time may alcohol be present, possessed, served, and consumed in the public area. The event organizer is responsible for informing participating restaurants of the event hours for compliance and to make certain that no one leaves restaurant premises with alcohol except during the time of the special event.
4. It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer or wine. The seller of beer or wine must clearly display signs stating that the purchase or possession of beer or wine by a person under the age of 21 is unlawful.
5. Signs informing participants that alcohol beverages are prohibited on City streets and sidewalks beyond the boundaries of the designated special event area will be posted by the City.
6. No alcohol may be served in glass containers, cans or bottles; only opaque plastic, paper, or Styrofoam containers will be allowed.
7. It is a violation to sell liquor, beer or wine to an intoxicated person. Any person in an intoxicated condition, even if of legal age, must be denied alcohol.
8. The event organizer shall supply identification wristbands to the vendors and/or participating restaurants at any special event that includes the sale/public consumption of alcoholic beverages. Anyone 21 years of age or older wishing to consume alcohol on public property must be wearing the colored wristband assigned to the special event in order to be served alcohol.

If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:

### PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner of \_\_\_\_\_ (address),  
give permission for \_\_\_\_\_ to hold a special event on  
my/our property.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event. The City of Conway must be listed as the "Certificate Holder" on the Certificate of Insurance.**

Each Occurrence	1,000,000
Personal Injury	1,000,000
General Aggregate	2,000,000

Application completed by:

Contact No.:

Date:

*Hilary Howard*

843-450-6241

11/7/23

Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

City of Conway Planning Department  
Attn: Special Event Permits  
P.O. Drawer 1075  
Conway, SC 29528-1075

[FOR OFFICE USE ONLY]

Special Event: Waccamaw Sportsmen's Expo Date(s) March 23-24, 2024

Sponsoring Organization: Conway Downtown Alive

Application completed by: Hillary Howard Contact No.: 843 248-6260 Date: November 1 2023

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>11/13/2023</u> Date	
Police Department	
Fees or charges associated with this event: _____	
Special Conditions/Comments: <u>see attached</u>	
_____	
_____	
Police Officers	\$40.00/hour per officer

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>11/13/2023</u> Date	
Fire Department	
Fees or charges associated with this event: _____	
Special Conditions/Comments: <u>see attached</u>	
_____	
_____	
Fire Inspector/Fire-Rescue Officers	\$40.00/hour per officer

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>11/13/2023</u> Date	
Public Works Department	
Fees or charges associated with this event: _____	
Special Conditions/Comments: <u>see attached</u>	
_____	
_____	
<u>Residential &amp; Non Residential Street Closure</u>	
Barricades	\$20.00 each
Public Works Employee	\$25.00/hour per employee

approval Recommend a ☐ ☐ Recommend disapproval

Parks & Rec. Department

Date

Fees or charges associated with this event:

Special Conditions/Comments:

Parks & Rec. Employee

\$25.00/hour per employee

☒ Recommend approval

☐ Recommend disapproval

Planning Department

Date

Special Conditions/Comments:

see attached

11/13/2023

☐ License(s) obtained for \_\_\_\_\_ vendor(s)

☒ License(s) not required

Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? ☐ Yes ☐ No

Business License Department

Date

Special Conditions/Comments:

see attached

11/13/2023

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**City of Conway**

***THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.***

In consideration for being permitted to engage in the following special event on City of Conway property:

Conway Downtown Alive Waccamaw Sportsmen's Expo

Special Event Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Conway Downtown Alive Waccamaw Sportsmen's Expo

HAH (Special Event Holder initial here)

- B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

HAH (Special Event Holder initial here)

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

HAH (Special Event Holder initial here)

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)



F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

HAH (Special Event Holder initial here)

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

HAH (Special Event Holder initial here)

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

HAH (Special Event Holder initial here)

**IN WITNESS THEREOF**, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

**PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:**

Conway Downtown Alive

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

NAME: Hillary Howard TITLE: Executive Director

SIGNATURE: Hillary Howard DATE: 11/7/2023

**FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION**  
**City of Conway**

- A. In consideration for being permitted to use the facilities of the City of Conway, \_\_\_\_\_  
Conway Downtown Alive \_\_\_\_\_  
(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.
- C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

Conway Downtown Alive

\_\_\_\_\_  
**NAME OF PERSON/ORGANIZATION**

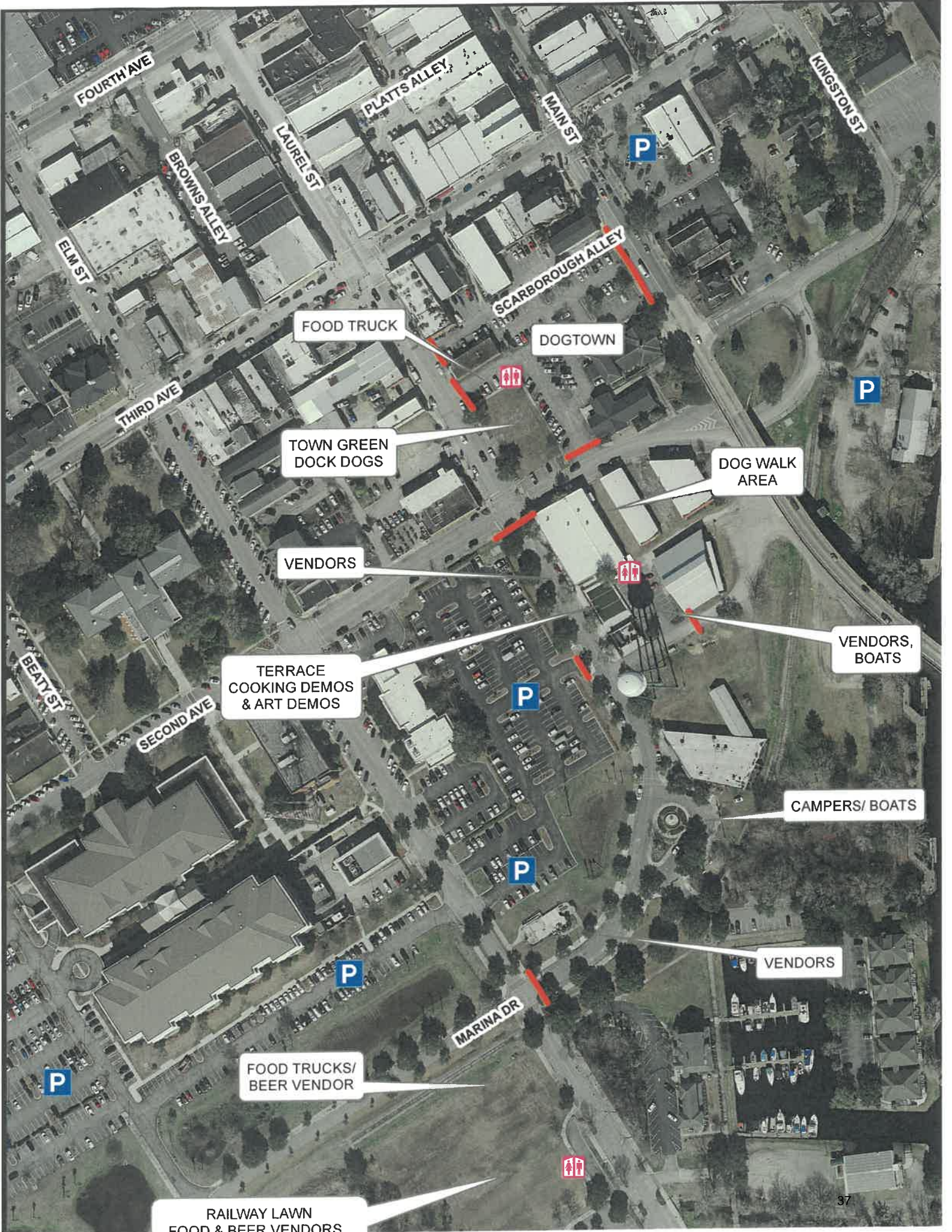


\_\_\_\_\_  
**SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE**

11/7/2023

\_\_\_\_\_  
**DATE**





FOOD TRUCK

DOGTOWN

TOWN GREEN  
DOCK DOGS

DOG WALK  
AREA

VENDORS

TERRACE  
COOKING DEMOS  
& ART DEMOS

VENDORS,  
BOATS

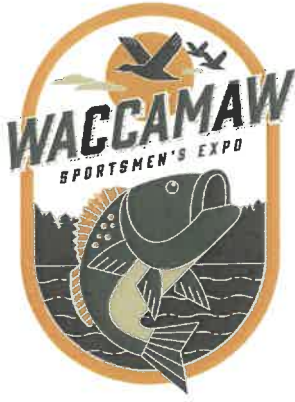
CAMPERS/ BOATS

VENDORS

FOOD TRUCKS/  
BEER VENDOR

RAILWAY LAWN  
FOOD & BEER VENDORS





**March 22 & 23, 2024**

**Special Event Permit Additional Information**

Requesting:

27,000 gallons of water from fire hydrant on-site to fill DockDogs pool-March 21 & 22, 2024

Draining of 27,000 gallons of water into existing basin to empty DockDogs pool-March 23 & 24, 2024

Rolling trash carts at 200 Laurel Street, 196 Laurel Street, Laurel St. between 2<sup>nd</sup>/ Elm St., and 7 Elm St.

Two sets of bleachers on Town Green-March 22 & 23, 2024

Bicycle Barricades to create enclosed area behind Dock Dogs pool for Dog Town and staging

Power pull at 200 Laurel Street, 110 Laurel Street, 7 Elm Street

Picnic Tables at 7 Elm Street and 200 Laurel Street

See photos below for DockDogs set-up examples.





CONWDOW-01

JBENNETT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (410) 685-4625	<b>FAX (A/C, No):</b> (410) 685-3071
<b>INSURED</b>  Conway Downtown Alive 428 Main Street Conway, SC 29526	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Continental Casualty Company</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>NAIC #</b> 20443		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		4030649844	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Conway, SC is listed as an additional insured

Ref: Waccamaw Sportsmen's Expo Dock Dogs - March 22, 2024

<b>CERTIFICATE HOLDER</b>  City of Conway, SC 229 Main Street Conway, SC 29526	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



CONWDOW-01

JBENNETT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2023

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**PRODUCER**  
Maury, Donnelly & Parr, Inc.  
24 Commerce St.  
Baltimore, MD 21202

**CONTACT**  
**NAME:**  
**PHONE**  
(A/C, No, Ext): (410) 685-4625 **FAX**  
(A/C, No): (410) 685-3071  
**E-MAIL**  
**ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**  
**INSURER A:** Continental Casualty Company **NAIC #**  
20443

**INSURED**  
Conway Downtown Alive  
428 Main Street  
Conway, SC 29526

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		4030649844	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>General Liability</b>	X		4030649844	5/1/2023	5/1/2024	Host Liquor Liabilit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Conway, SC is listed as an additional insured

Ref: Waccamaw Sportsmen's Expo Festival - March 23, 2024

## CERTIFICATE HOLDER

## CANCELLATION

City of Conway, SC  
229 Main Street  
Conway, SC 29526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Natasha Sherman

---

**From:** Jessica Hucks  
**Sent:** Monday, November 13, 2023 9:06 AM  
**To:** Natasha Sherman  
**Subject:** RE: Waccamaw Sportsmen's Expo

Ok with planning

Sincerely,

Jessica Hucks, AICP  
City of Conway Planning & Development

---

**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Monday, November 13, 2023 9:02 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bffleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Waccamaw Sportsmen's Expo

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** [cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com) <[cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com)>  
**Sent:** Saturday, October 14, 2023 8:01 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

---

**From:** Phillip L. Hendrick, Jr.  
**Sent:** Monday, November 13, 2023 9:30 AM  
**To:** Natasha Sherman  
**Subject:** RE: Waccamaw Sportsmen's Expo

Fire is good. We will be involved in the setup and will conduct a site inspection.

**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Monday, November 13, 2023 9:02 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bffleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Waccamaw Sportsmen's Expo

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, October 14, 2023 8:01 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i



## Natasha Sherman

---

**From:** Business License  
**Sent:** Monday, November 13, 2023 9:22 AM  
**To:** Natasha Sherman  
**Subject:** RE: Waccamaw Sportsmen's Expo

Good with business license

---

**From:** Natasha Sherman  
**Sent:** Monday, November 13, 2023 9:02 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Waccamaw Sportsmen's Expo

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** [cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com) <[cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com)>  
**Sent:** Saturday, October 14, 2023 8:01 PM  
**To:** Natasha Sherman <[nsherman@cityofconway.com](mailto:nsherman@cityofconway.com)>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

---

**From:** Brandon Harrelson  
**Sent:** Monday, November 13, 2023 11:02 AM  
**To:** Natasha Sherman  
**Subject:** Re: Waccamaw Sportsmen's Expo

We are good.

Sent from my iPhone

Brandon Harrelson  
Public Works Director  
City of Conway  
2940 Jerry Barnhill Blvd  
Conway, SC 29526

On Nov 13, 2023, at 9:01 AM, Natasha Sherman <nsherman@cityofconway.com> wrote:

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, October 14, 2023 8:01 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

<SKM\_C450i23101419000.pdf>

## Natasha Sherman

---

**From:** Dale Long  
**Sent:** Monday, November 13, 2023 11:32 AM  
**To:** Natasha Sherman; Steven Pearce; Reggie Hill; Tammy Carter  
**Subject:** Re: Waccamaw Sportsmen's Expo  
**Attachments:** SKM\_C450i23101419000.pdf

OK for PD.

Sent from my iPhone

On Nov 13, 2023, at 09:01, Natasha Sherman <nsherman@cityofconway.com> wrote:

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, October 14, 2023 8:01 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

**DATE: JANUARY 2, 2024**  
**ITEM: V.I.D.**

**ISSUE:**

Request from Conway Downtown Alive to host Shuckin' on the Waccamaw, formerly known as Oysters on the Waccamaw, on March 22 from 5:00 p.m.to 10:00 p.m.

**BACKGROUND:**

Conway Downtown Alive will host the Oyster Roast Fundraiser. There will be an oyster roast, music, and an auction at 7 Elm Street.

CDA is requesting rolling carts at 7 Elm Street. Comfort stations will be on site at the former tennis center lot.

There will be a power pull and water pull, along with a 40'x100' tent at 7 Elm Street.

CDA is requesting permission for Traveling Taps and Conway Alive to sell to-go beer and wine from 5:30 pm to 9:30 pm.

CDA anticipates approximately 350 participants and 10 vendors.

**RECOMMENDATION:**

Approve the special event permit as presented.

RECEIVED  
12/4/2023



**For Office Use Only**

**Permit Application**

- ☐ Approved
- ☐ Disapproved
- ☐ Charges required  
in the amount of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPECIAL EVENT PERMIT APPLICATION**

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

**APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN  
30 DAYS IN ADVANCE OF THE PROPOSED ACTIVITY.**

Name of the event: Shuckin' on the Waccamaw

Name of permit holder: Conway Downtown Alive

Address of permit holder: 428 Main Street

City: Conway State: SC Zip: 29526

Telephone number of permit holder: 843-248-6260 Cell 843-450-6241

Are you conducting the activity on behalf of an organization? ☒ Yes ☐ No

Is your organization a non-profit 501(c)(3) organization? ☒ Yes ☐ No

Name of organization: Conway Downtown Alive

Address of organization: 428 Main Street Conway SC 29526

Telephone number of organization: 248-6260

What is the purpose of the activity? Oyster Roast Fundraiser

What is the proposed date(s) of the activity? March 22, 2024

What are the proposed times of the activity? 5-10 PM

What are the plans for the event? Oyster roast, music, auction

What is the location or route of the activity? (Please attach any necessary route maps.) \_\_\_\_\_

7 Elm Street (OTC) See attached map with tent location indicated.

**If you are conducting a parade, please attach a map showing the route with the portion of the street(s) and/or sidewalk(s) to be utilized clearly marked.**

List any streets which may need to be closed, including specific dates and times of closing and re-opening:

NA

What is the approximate number of participants? 350

What is the approximate number of vendors? 10

**BUSINESS LICENSE REQUIREMENTS:** *Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a business license.*

Will there be any vehicles, water craft, equipment or animals used for the event? ☐ Yes ☒ No  
If yes, please explain:

Are you requesting any road blockades? (charges may apply) ☐ Yes ☒ No  
If yes, please attach a map showing the locations of any road blockades.

Are you requesting any police assistance? (charges may apply) ☐ Yes ☒ No

Are you requesting to set up tents or temporary structures? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a drawing showing the locations and sizes of all auxiliary structures. Tent 40'x100' @ 7 Elm Street see attached map

Are you requesting any fire/medical standby assistance? (charges may apply) ☐ Yes ☒ No

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. ☐ Yes ☒ No  
Request power pull & Water pull at 7 Elm Street

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part? ☒ Yes ☐ No

How do you plan to remove garbage? Request rolling green cans @ 7 Elm Street

Will existing restroom facilities be adequate? ☐ Yes ☒ No

If not, describe plans to augment available sanitary facilities: Comfort stations placed on site former tennis center lot

Please include any additional information that may be useful:

Does any of the following apply to the proposed activity: \_\_\_\_\_ Fireworks Display \_\_\_\_\_ Other (live band, band, loudspeakers, sound amplifiers, etc.). Please specify: live band and announcements

**ALCOHOL SALES AT SPECIAL EVENT:** *Procedures and logistics for serving alcoholic beverages must be submitted with the special event permit application. These should include but are not limited to location, hours of operation, locations with site diagram and security procedures. Consideration will also be given as to whether alcohol sales would create potentially dangerous situations due to the nature of the event. Permission to serve or consume alcohol may be granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.*

Will alcoholic beverages be served?

☒ Yes ☐ No

Will alcoholic beverages be sold? *If yes, SC ABC permit required.*

☒ Yes ☐ No

*Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine." Beer and/or wine must be served in opaque paper, plastic or Styrofoam cups.*

**VENDORS:** Please list any vendors, including applicant, for whom you are requesting permission to sell alcohol and the proposed locations for sales.

Traveling Taps, Conway Downtown Alive

**RESTAURANTS:** Please list any restaurants for which you are requesting permission to sell alcohol for public consumption during the special event.

Times for alcohol to be served: From 5:30 PM To 9:30 PM

**Event map must show requested designated special event area for alcohol sales/public consumption.**

**The following does not apply to restaurants:**

Have you applied for a South Carolina temporary ABC Permit? ☒ Yes ☐ No

Name of insurance company providing general liability with liquor liability insurance for the event naming the City of Conway as additional insured (a copy of the Certificate of Insurance must be provided): CNA Insurance

**ACKNOWLEDGMENT:** *I acknowledge that I have read and do fully understand the Special Event Alcohol Control Policy attached to this application and agree to comply with the guidelines.*

Applicant's Signature: \_\_\_\_\_

*Hilleg Howard*

Date: 11/29/2023



## SPECIAL EVENTS

### ALCOHOL CONTROL POLICY

All event organizers and restaurants are required to be familiar with and follow the guidelines when participating in special events where alcoholic beverages will be permitted. It is understood that responsibility for fully meeting these requirements during an event rests with the event organization and/or restaurant serving alcohol within a designated special event area.

1. Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. *Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine."*
2. Public consumption of alcohol as authorized by the special event permit shall not begin before the designated event start time. There shall be no open containers of alcohol allowed in the event area before this designated time. The event organizers and all participating restaurants must discontinue alcohol distribution for public consumption within the event area at a minimum of 30 minutes prior to the end of the event. All alcohol must be cleared from the event site at the end of the event.
3. At no other time may alcohol be present, possessed, served, and consumed in the public area. The event organizer is responsible for informing participating restaurants of the event hours for compliance and to make certain that no one leaves restaurant premises with alcohol except during the time of the special event.
4. It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer or wine. The seller of beer or wine must clearly display signs stating that the purchase or possession of beer or wine by a person under the age of 21 is unlawful.
5. Signs informing participants that alcohol beverages are prohibited on City streets and sidewalks beyond the boundaries of the designated special event area will be posted by the City.
6. No alcohol may be served in glass containers, cans or bottles; only opaque plastic, paper, or Styrofoam containers will be allowed.
7. It is a violation to sell liquor, beer or wine to an intoxicated person. Any person in an intoxicated condition, even if of legal age, must be denied alcohol.
8. The event organizer shall supply identification wristbands to the vendors and/or participating restaurants at any special event that includes the sale/public consumption of alcoholic beverages. Anyone 21 years of age or older wishing to consume alcohol on public property must be wearing the colored wristband assigned to the special event in order to be served alcohol.



If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:

**PROPERTY OWNER PERMISSION LETTER**

I (we), being the property owner of \_\_\_\_\_ (address),  
give permission for \_\_\_\_\_ to hold a special event on  
my/our property.

_____	_____
Date	Signature
_____	_____
Witness	Address
_____	_____
Printed Witness Name	Telephone Number

.....  
**INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY**

The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event.** The City of Conway must be listed as the "Certificate Holder" on the Certificate of Insurance.

Each Occurrence	1,000,000
Personal Injury	1,000,000
General Aggregate	2,000,000

.....

Application completed by:	Contact No.:	Date:
_____	_____	_____
Hillary Howard	843-248-6260	11/29/2023

Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

City of Conway Planning Department  
Attn: Special Event Permits  
P.O. Drawer 1075  
Conway, SC 29528-1075

[FOR OFFICE USE ONLY]

Special Event: Shuckin on the Waccamaw

Date(s) March 22 2024

Sponsoring Organization: Conway Downtown Alive

Application completed by:

Contact No.:

Date:

Hillary Howard

843 248 - 6260

November 29 2023

☒ Recommend approval ☐ Recommend disapproval

Police Department

12/7/2023  
Date

Fees or charges associated with this event:

Special Conditions/Comments:

see attached

Police Officers

\$40.00/hour per officer

☒ Recommend approval ☐ Recommend disapproval

Fire Department

12/7/2023  
Date

Fees or charges associated with this event:

Special Conditions/Comments:

see attached

Fire Inspector/Fire-Rescue Officers

\$40.00/hour per officer

☒ Recommend approval ☐ Recommend disapproval

Public Works Department

12/7/2023  
Date

Fees or charges associated with this event:

Special Conditions/Comments:

see attached

Residential & Non Residential Street Closure

Barricades

\$20.00 each

Public Works Employee

\$25.00/hour per employee

pproval Recommend a ☐ ☐ Recommend disapproval

Parks & Rec. Department

Date

Fees or charges associated with this event:

Special Conditions/Comments:

Parks & Rec. Employee

\$25.00/hour per employee

☒ Recommend approval

☐ Recommend disapproval

Planning Department

Date

Special Conditions/Comments:

see attached

☐ License(s) obtained for \_\_\_\_\_ vendor(s) ☐ License(s) not required

Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? ☐ Yes ☐ No

Business License Department

Date

Special Conditions/Comments:

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**City of Conway**

***THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.***

In consideration for being permitted to engage in the following special event on City of Conway property:

Conway Downtown Alive-Shuckin' on the Waccamaw

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Special Event Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Conway Downtown Alive-Shuckin' on the Waccamaw

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HAH (Special Event Holder initial here)

- B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

HAH (Special Event Holder initial here)

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

HAH (Special Event Holder initial here)

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)



F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

HAH (Special Event Holder initial here)

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

HAH (Special Event Holder initial here)

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

HAH (Special Event Holder initial here)

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

HAH (Special Event Holder initial here)

**IN WITNESS THEREOF**, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

**PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:**

Conway Downtown Alive

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

**NAME:** Hillary Howard **TITLE:** Executive Director

**SIGNATURE:** Hillary Howard **DATE:** 11/29/2023

**FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION**  
**City of Conway**

- A. In consideration for being permitted to use the facilities of the City of Conway, \_\_\_\_\_  
Conway Downtown Alive \_\_\_\_\_  
(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.
- C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

Conway Downtown Alive

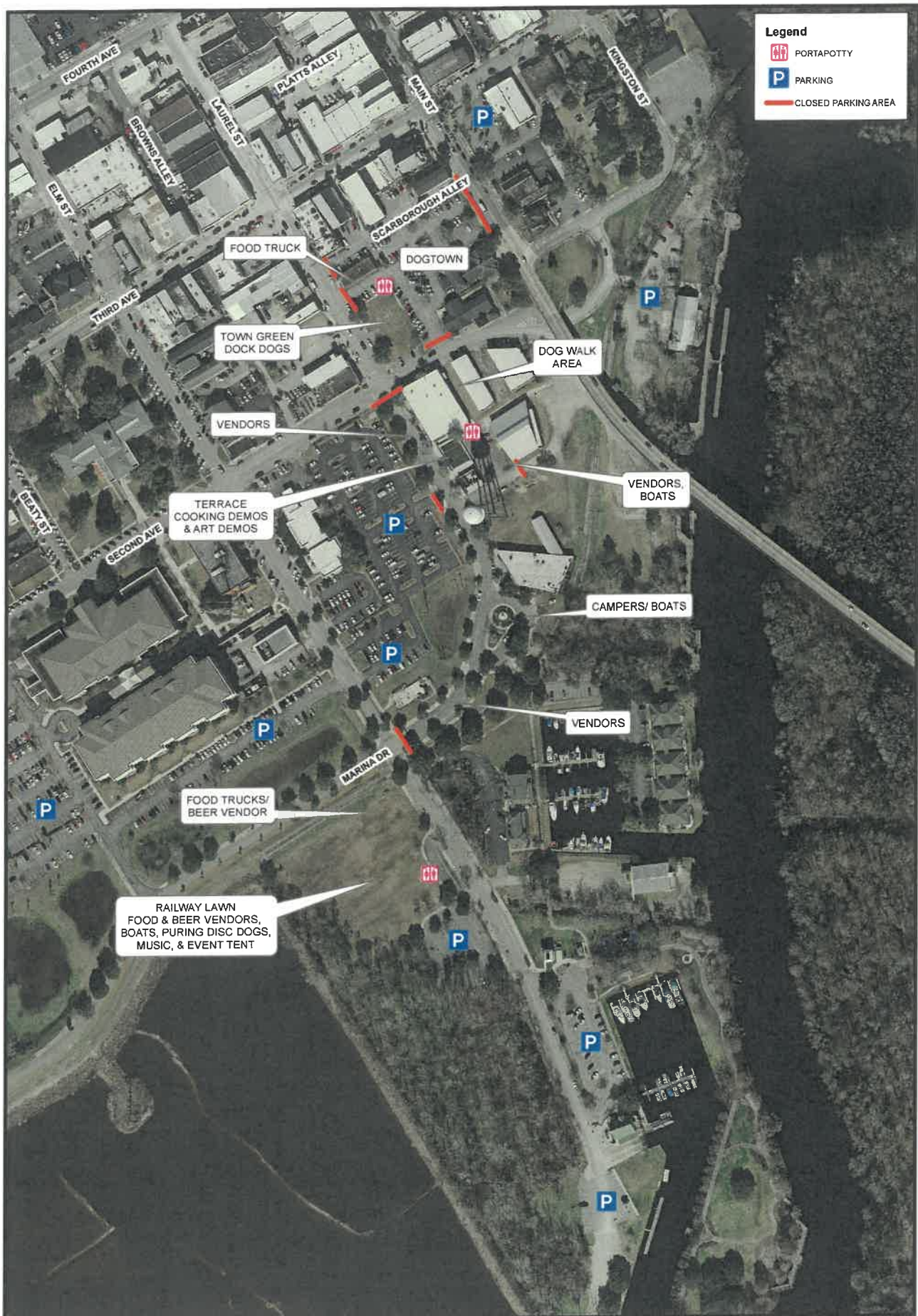
\_\_\_\_\_  
**NAME OF PERSON/ORGANIZATION**

*Hilleg Howard*

\_\_\_\_\_  
**SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE**

11/29/2023

**DATE**







## Natasha Sherman

---

**From:** Phillip L. Hendrick, Jr.  
**Sent:** Thursday, December 7, 2023 10:28 AM  
**To:** Natasha Sherman  
**Subject:** RE: Shuckin on the Waccamaw

Fire is good. We will inspect the site on the day of the event.

**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Thursday, December 7, 2023 10:27 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bffleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Shuckin on the Waccamaw

Please review for approval and email me back.

*Natasha Sherman*

Executive Assistant  
City of Conway

**From:** [cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com) <[cityhallprinter@cityofconway.com](mailto:cityhallprinter@cityofconway.com)>  
**Sent:** Tuesday, November 7, 2023 8:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

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**From:** Brandon Harrelson  
**Sent:** Thursday, December 7, 2023 10:32 AM  
**To:** Natasha Sherman  
**Subject:** Re: Shuckin on the Waccamaw

We good.

Sent from my iPhone

Brandon Harrelson  
Public Works Director  
City of Conway  
2940 Jerry Barnhill Blvd  
Conway, SC 29526

On Dec 7, 2023, at 10:27 AM, Natasha Sherman <nsherman@cityofconway.com> wrote:

Please review for approval and email me back.

*Natasha Sherman*

Executive Assistant  
City of Conway

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Tuesday, November 7, 2023 8:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

<SKM\_C450i23110720280.pdf>

## Natasha Sherman

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**From:** Katie Dennis  
**Sent:** Thursday, December 7, 2023 10:32 AM  
**To:** Natasha Sherman  
**Subject:** RE: Shuckin on the Waccamaw

Ok with planning.

Katie Dennis, MSCM, CFM  
Planning Concierge  
City of Conway Planning & Development  
196 Laurel Street Conway, SC 29526  
Office: (843) 488-7852 Cell: (843) 421-2337



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**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Thursday, December 7, 2023 10:27 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Shuckin on the Waccamaw

Please review for approval and email me back.

*Natasha Sherman*

Executive Assistant  
City of Conway

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Tuesday, November 7, 2023 8:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

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**From:** Dale Long  
**Sent:** Thursday, December 7, 2023 10:48 AM  
**To:** Natasha Sherman  
**Subject:** RE: Shuckin on the Waccamaw

OK for PD.

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**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Thursday, December 7, 2023 10:27 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bffleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Shuckin on the Waccamaw

Please review for approval and email me **back**.

*Natasha Sherman*

Executive Assistant  
City of Conway

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Tuesday, November 7, 2023 8:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i



**DATE: JANUARY 2, 2024**  
**ITEM: V.I.E.**

**ISSUE:**

Replace wrecked service truck with Tommy Lift gate and air compressor. The truck was totaled in a wreck on 11/1/2023.

**Background:**

Vehicle Maintenance is requesting the replacement of their wrecked 2008 F250 with 107761 miles. This truck was scheduled to be replaced in the 2024-2025 budget year. This truck is one of only two service trucks that the Fleet Department has to respond to any problems in the field 24 hours a day. This truck has a Tommy Lift gate and a built-in air compressor. This truck is also used for Bobby Wallace "Deputy Director"

The bid cost to replace this truck is approximately \$84,000.00. This should include all sales tax and fees.

**RECOMMENDATION:**

Approval to purchase this truck with the provided bid (State Contract Pricing).



# QUOTE

2024 Ford F-250 Reg Cab 4x4

**Santee Automotive LLC**  
2601 Paxville Highway  
Manning, South Carolina 29102  
United States

Phone: 1-888-853-5338  
Fax: 1-888-853-5338  
info@santeefleet.com

**BILL TO**  
**City of Conway**  
David Crotts  
1000 2nd Avenue  
PO Drawer 1075  
Conway, South Carolina 29528  
United States

843-488-7633  
dcrotts@cityofconway.com

**Estimate Number:** 308

**Estimate Date:** November 16, 2023

**Valid Until:** January 15, 2024

**Estimate Total (USD):** **\$77,006.00**

Units	Quantity	Price	Amount
<b>FORD F-250 REG CAB 4X4</b> 2024 Ford F-250 Reg Cab 4x4 6.8L Gas Engine 10 Speed Automatic Transmission 142" Wheelbase Bed Delete Vinyl Medium Dark Slate Seats Vinyl Floor Heavy- Duty Alternator Rear View Camera and Prep Kit 17" Argent Steel Wheels All Terrain Tires Spare Tire & Wheel Delete 40/20/40 Front Seat Jack Delete 3.73 Electronic Lock RR Axle Black Platform Running Boards Wheather Floor Mats	1	\$47,107.00	\$47,107.00
<b>Exterior Color</b> Oxford White	1	\$0.00	\$0.00
<b>3rd Key Fob</b> Third Key Fob	1	\$315.00	\$315.00
<b>Upfit Fee</b> transportation, bank and insurance fees Does not include any delivery charge.	1	\$500.00	\$500.00
<b>Lee Transport Upfit</b> Quote JG-11132023-B-1	1	\$26,165.00	\$26,165.00



# QUOTE

2024 Ford F-250 Reg Cab 4x4

**Santee Automotive LLC**  
2601 Paxville Highway  
Manning, South Carolina 29102  
United States

Phone: 1-888-853-5338  
Fax: 1-888-853-5338  
info@santeefleet.com

Units	Quantity	Price	Amount
<b>Vehicle Sales Tax</b> South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
<b>Ford Order Numbers</b> C100	1	\$0.00	\$0.00
<b>Warranty</b> 5 Year 100,000 full coverage warranty	1	\$2,419.00	\$2,419.00
<b>Subtotal:</b>			\$77,006.00
<b>Total:</b>			\$77,006.00
<b>Estimate Total (USD):</b>			<b>\$77,006.00</b>

CITY OF CONWAY  
CONWAY CITY COUNCIL EMERGENCY MEETING  
CONFERENCE CALL  
CONWAY, SOUTH CAROLINA  
SUNDAY, DECEMBER 17, 2023 – 4:00 P.M.

**PRESENT:** Justin Jordan, Mayor Pro Tem, Amanda Butler, William Goldfinch, Beth Helms, Larry White. **ABSENT:** Mayor Barbara Blain-Bellamy, Autry Benton

**STAFF:** Adam Emrick, City Administrator; Le Hendrick, Fire Chief/Emergency Manager; and Alicia Shelley, City Clerk

The requirements for posting notice of this meeting under South Carolina’s Freedom of Information Act (FOIA) were met.

Emrick updated Council on the localized flash flooding and the need for road closures as a result of the unnamed storm.

**CONSIDERATION OF EMERGENCY ORDINANCE:** Ordinance #2023-12-17 An Emergency Ordinance declaring that a localized State of Emergency exists within the City of Conway and authorizing the appropriate action to be taken in connection therewith.

**Motion:** Goldfinch made a motion, seconded by Helms, to approve Ordinance #2023-12-17, the Declaration of a State of Emergency. **Vote:** Unanimous. Motion carried.

**ADJOURNMENT:** **Motion:** Helms made a motion, seconded by White, to adjourn the meeting. **Vote:** Unanimous. Motion carried.

**APPROVAL OF MINUTES:** Minutes approved by City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Alicia Shelley, City Clerk



CITY OF CONWAY  
CITY COUNCIL MEETING  
CONWAY CITY HALL  
229 MAIN STREET, CONWAY  
MONDAY, DECEMBER 4, 2023 - 4:00 P.M.

**PRESENT:** Mayor Barbara Jo Blain-Bellamy, Mayor Pro Tem Justin Jordan, Autry Benton, William Goldfinch, Beth Helms, Larry White. Absent: Amanda Butler

**STAFF:** Adam Emrick, City Administrator; Mary Catherine Hyman, Deputy City Administrator; John Rogers, Deputy City Administrator; Jeff Leveille, Technology Services Director; Allison Williams, Finance Director; Timmy Williams, Hospitality & Beautification Director; Brandon Harrelson, Public Works Director; Reggie Jenerette, Solid Waste Director; Lynn Smith, Human Resource Director; Rock Rabon, Fleet Maintenance Director; Jasmine Waites Parker, City Attorney; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Ashley Smith, Recreation Director; Robert Cooper, Construction Services Director; Dale Long, Police Chief; James Friday, Public Utilities Director; Kayla Fleming, Municipal Judge; Katie Dennis, Planning Concierge; Merritt Bury, Utility Billing Manager; and Alicia Shelley, City Clerk.

**OTHERS:** There were approximately 50 others in attendance.

**CALL TO ORDER:** Mayor Blain-Bellamy called the meeting to order. Eric Roberts of the Rock Church gave the invocation and led the Pledge of Allegiance.

The requirements for posting notice of this meeting under South Carolina's Freedom of Information Act (FOIA) were met.

**APPROVAL OF AGENDA:** **Motion:** White made a motion, seconded by Helms, to approve the December 4, 2023 meeting agenda. **Vote:** Unanimous. Motion carried.

**CONSENT AGENDA:**

**A. Final Reading of Ordinance #2023-12-04 (A) amending Title 6 – Health and Sanitation, Chapter 3- Garbage and Waste Disposal, of the City of Conway Municipal Code to update fees, amend refuse receptacle and service requirements.**

**B. Approval of November 20, 2023 Council Meeting Minutes**

**APPROVAL OF CONSENT AGENDA:** **Motion:** Benton made a motion, seconded by Jordan to approve the December 4, 2023 consent agenda. **Vote:** Unanimous. Motion carried.

**PUBLIC INPUT:**

There was no public input. **Motion:** Goldfinch made a motion, seconded by White, to close public input. **Vote:** Unanimous. Motion carried.

**SPECIAL PRESENTATION:**

- A. Recognition of 2023 Artist of the City of Conway Christmas Card Contest** - Blain-Bellamy recognized Sophia Pulunto, student at Conway Elementary as the 2023 City of Conway Christmas card contest winner.
- B. Presentation of 2022 Quattlebaum Award for Outstanding New Construction of a Non-Residential Building** – Blain Bellamy presented the award to Bojangles at 1617 Church Street. Present to accept the award was Mark & Jennifer Kiskunas, franchise owners and Henry Atkins, Jr, developer and property owner.
- C. Recognition of Recent Retirees** – Emrick and L. Smith recognized the following retirees: William Johnson, 26 years; Andy Hendrick, 35 years (absent); Mike Prosser, 10 years; Michael Brazier, 15 years; Anthony Campagna, 16 years; Teresa Emanuel, 17 years; Pat Livingston, 17 years; Sandra Skipper, 17 years; Nancy Belinda Mills, 20 years (absent); Mark Bobbitt, 21 years; James Givens, 22 years; Jeremy Carter, 25 years; Nathan Nelson, 25 years; and Roko, K9 (absent).
- D. Presentation of Employee of the Month for December 2023 – Public Safety** – Long presented Nick Padley, School Resource Officer at Conway High School as the Employee of the Month for December 2023.
- E. Presentation of Longevity Awards – November 2023 – 5 Years:** Mykal Moody, Recreation; **5 Years:** Joshua Albrecht, Solid Waste; **15 Years:** Jeffery Jordan, Police. Emrick and Benton presented the longevity awards.

## **SECOND/FINAL READING:**

**Final Reading of Ordinance #ZA2023-12-04 (B) to annex 20.7 acres located at 3633 Highway 501 West (PIN 326-00-00-0024) and rezone from Horry County High Bulk Retail (RE4) and Horry County Commercial Forest Agriculture (CFA) to City of Conway Light Industrial (LI).** Hucks stated that staff was told last week that this property had received a CO. Staff called Horry County this morning to check and was informed that they have 3 additional buildings to have permitted before they are complete; therefore, staff recommends that this request be deferred until such time.

**Motion:** Goldfinch made a motion, seconded by Blain-Bellamy, to defer this annexation request. **Vote:** Unanimous. Motion carried.

## **FIRST READING:**

- A. First Reading of Ordinance #ZA2023-10-02 (B) to annex approximately 1,765 +/- acres located on or near the intersection of Highway 701 S and Pitch Landing Road, Highway 701 S and Wildair Circle, Highway 701 S. and Kinlaw Lane, and Highway 701 S, Pitch Landing Rd, and Blaze Trail (PIN 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district.** Hucks informed Council that this request has been in process for the past year or longer. Staff began meeting

with the applicants last year to discuss annexation of the subject property, consisting of approximately 1,765 acres. Initially, the property was not contiguous to City limits. Over the course of the next several months, contiguity was achieved thru the annexation of the Dollar General and Bucks Township Storage, and with the approval of a plat between The Gun Store property and one of the properties included in the annexation request. While initially the requests included annexation and zoning of both a Planned Development (on the larger parcels) and Highway Commercial on the external, smaller parcels, the request was revised to annex as a Planned Development for all of the parcels included in the request. Per the City's Unified Development Ordinance, the intent of a Planned Development is to provide for large scale, quality development projects of 3 acres or larger with mixed land uses which create a superior environment thru unified development for the application of design ingenuity while protecting surrounding developments. More specifically:

- To allow for flexibility in design to take the greatest advantage of natural land, trees, historical, and other features;
- Accumulation of large areas of open space for recreation, preservation of natural amenities, and provision of community facilities;
- Creation of a variety of residential and compatible neighborhood arrangements that give the home occupant greater choice in selecting types of environment and living units;
- Clustering of one residential type for better use of land and open space;
- The allowance of sufficient freedom for the developer to take a creative approach to the use of the land and related physical development, as well as utilizing innovative techniques to enhance the visual character of the city;

Hucks said that the Warden Station PD will contain a mixture of single-family detached, single-family attached (townhomes), and multifamily dwellings, as well as commercial outparcels. Per the Master Site Plan provided, there are 1,380 single-family detached dwellings proposed, 1,018 single-family attached, or townhome dwellings proposed, and 920 multifamily units. The total number of residential lots or units proposed is 3,318. However, the applicant is proposing a condition in the PD that would allow the developer to shift densities between tracts with like uses, such as single-family detached to single-family detached, as long as the overall density is not exceeded. A majority of the property is currently zoned Horry County Commercial Forest Agriculture (CFA). Some of the smaller parcels are zoned Horry County Highway Commercial (HC) and Horry County Community Retail Services (RE2). Additionally, the property – being outside the City's utility service area, is not identified on the City's Future Land Use Map. The County's Future Land Use Map, adopted with their current comprehensive plan in 2019, identifies the properties as 3 different designations: Scenic and Conservation, Rural, and Rural Communities. Hucks said that she would be happy to go into more detail for each of these future land use designations; however, specifics were included in information provided to you.

Hucks stated that the first public hearing on the request was scheduled for the May 4<sup>th</sup> Planning Commission meeting, however, the applicant requested that their items be deferred to the July Planning Commission meeting. During the "general" Public Input

section of the agenda, several people in the audience expressed their concerns with the requests, which included the strain on city services, traffic, lack of infrastructure, cost of the development to the city, and certain uses in relation to the existing, surrounding residences. Planning Commission deferred the request, at the applicant's request, and in order to hold a workshop with the applicants to discuss the requests in further detail, which was held on May 17<sup>th</sup>. At the July 13<sup>th</sup> Planning Commission meeting, the public hearing on the requests was held. Approximately 60-70 people were present in opposition to the requests, with concerns raised to include existing and future traffic on Hwy 701 S, strain on emergency services, lack of water/sewer facilities, the distance from residences adjacent to the subject property, destruction of forestland and animal habitats, lack of hospitals in the area, the proposed density, stormwater, and flooding; among other concerns that were mentioned. The request was deferred by PC at both the July and August Planning Commission meetings. At the Sept. 7 PC meeting., Planning commission ultimately recommended approval of annexing the property as a Planned Development, with the condition that the PD include and/or address all of staff's comments and recommendations. City Council held the second of the two required public hearings on the development agreement at the September 18<sup>th</sup> meeting. The requests were deferred in order to have a workshop on the requests. The first workshop was held on October 16<sup>th</sup>, and a second workshop was held at the November 20<sup>th</sup> meeting.

Hucks said that for several months, the applicants and city staff have worked diligently to ensure that, to the extent possible, all of staffs and the community's concerns have been addressed. One of the biggest concerns – of staff and the community – is the current and anticipated traffic of Hwy 701 S. Per the traffic study provided, there are 5 intersection improvements proposed. Signalization is also recommended – when warranted - at Access 1 and Access 3, with Access 1 being the main entrance into the project, located on Hwy 701 S, and Access 3 being the Pitch Landing Rd entrance. Additionally, the traffic study has recommended that dual left lanes be installed at Pitch Landing Rd and Hwy 701 S. Other improvements at this intersection call for a southbound right-turn lane, an additional northbound through lane and an additional southbound through lane. The improvements at the Hwy 701 South and Pitch Landing Rd intersection are expected to be warranted once 435 homes are occupied. The widening of Hwy 701 South has also been a popular topic for discussion, and it was mentioned in the traffic study; however, it was not clear as to whether it should be required solely as a result of this development. It states specifically *“The existing traffic on US 701 along with projected project traffic may require widening of US 701 north of Pitch Landing Rd in the future. Widening of US 701 S of Pitch Landing Rd requires widening based on projected demand at the signal. Removal of the east leg of Pitch Landing may provide additional improvement for signal operation.”* With regard to the northern portion of US 701 and Pitch Landing Rd, the traffic study states that existing and future ADT's should likely earmark this segment as a candidate for widening.

Hucks stated that one of the concerns that staff raised at the beginning of the discussions with the applicant was the issue of structures or lots being located in flood zones. Staff was adamant that no residential lots or structures be within a designated flood zone. Can they be built within a flood zone? Yes, as long as the property meets the base flood elevation that is required. The City's Flood Damage & Prevention ordinance requires that building areas be elevated 2' above the 100-year flood elevation. However, riverine flooding resulting from hurricanes and other rain events that have occurred over the past several



years has taught us valuable lessons, including the importance of conservation and perpetual preservation of environmentally sensitive areas. Therefore, the applicants went back to the drawing board and removed all single-family lots and any structures from flood zones. There are some areas of the multifamily tracts that are within a flood zones, but no structures are shown to be within a flood zone. Additionally, with this project, the applicant proposes to convey 500+ acres of property to the City; much of which is within a flood zone or contains wetlands. The property will contain master stormwater ponds, master open space, and a city park will be installed on the property that will contain pickleball courts, a flood-proof / flood-resistant playground that is adequate in size to accommodate the number of children that would utilize the playground at project buildout, and associated site improvements. Most of all, conveyance of this property to the city will ensure the preservation of the sensitive area in perpetuity.

Hucks said that with regard to stormwater, the applicants have provided a Master Pond Stormwater Evaluation to address concerns that were presented at the October workshop. The evaluation methodology used the Advanced Interconnected Channel and Pond Routing (ICPR) program to analyze existing and proposed conditions as a result of the development, and includes hydrologic and hydraulic data. In addition to this, the applicant has agreed to include language in their development agreement that requires stormwater to meet or exceed the city's stormwater ordinance that is in effect at the time of plan submittal. This will ensure that if more stringent stormwater requirements are adopted – even within the development agreement time period – that all development will be compliant with the stormwater requirements that are in effect at the time in which development occurs and not just what is in effect at the time the development agreement is adopted.

Hucks said that staff also recognizes that there has been a lot of community concern with density and pointed out that in comparison to other developments in the surrounding area, this development is relatively similar in comparison, with an overall *gross* density of 2.04 dwelling units per acre. This is because most of the density is being clustered in areas that do not contain wetlands or flood zones, thus preserving the rural character of the land and retaining more acreage for fields, trees, and other natural features undisturbed by allowing developers to bypass these natural features or obstacles that are onsite. Cluster developments can reduce impervious areas by reducing land disturbance. Cluster development, when used correctly, is a conservation design and considered low impact development. This is why staff promotes conservation subdivision development design when possible and requires that major developments over a certain acreage provide a site plan showing a conservation subdivision – in the hopes that the incentives that the city offers to develop as a conservation subdivision will entice developers to utilize the development design, which include density bonuses for low-impact development practices, such as cluster development. And while Warden Station is not a conservation subdivision, there are aspects of the development that incorporate key aspects of a conservation subdivision, including the preservation of the flood zone areas and wetlands, and wide perimeter buffers from external properties, with increased buffers between some of the uses that are adjacent to external, existing residences.

Hucks informed Council that if developed under the current county zoning, or if the property were annexed as R or R1, there would be no requirement to install perimeter buffers, no requirement to stay outside of the flood zones, no requirement to convey

acreage to the city for the perpetual preservation of 500+ acres of environmentally-sensitive areas, and if developed in the county, the residential design standards that the city has in place today would not be applicable to this property. There is a list of outstanding staff comments that were also included in your packet, which include concerns with the installation and timing of traffic improvements, the installation of the onsite improvements on the recreational acreage, collection of sanitation and stormwater fees, as well as a connection on Kinlaw Lane to one of the tracts proposed for development.

Hucks said that in closing, this property is outside the city's utility service area. When the service area was created or adopted, the city never foresaw the expansion of the city limits this far south of where the current city limits are, which is why they stop at The Gun Store. However, there is also no written ordinance that prohibits application to request annexation into the city; only that which requires when annexation must be requested. Like the City's Comprehensive Plan, which includes the City's Future Land Use Map and identifies future uses on properties based on current use and property conditions, there is no crystal ball into the future, which is why there are avenues for amending future land use maps or the current zoning of property. It is also why Comprehensive Plans are updated every 10 years. Staff expects that the next plan will look very different from the current and past plans due to the growth that has occurred in the city over the last several years.

Hucks then said asked, could the applicant develop this property in the county? The answer is yes. Would the effects of the development, if developed in the county, still be felt by adjacent property owners and city residents? Yes. Traffic will still be a concern, as will over-development, as will flooding and stormwater. At the end of the day, if developed under city regulations, staff feels that the more stringent requirements of the two jurisdictions would be implemented, and a better development product will result. For these reasons, staff recommends approval of the annexation and rezoning requests.

Benton stated that this is a big decision for Conway and if approved will increase the City's population by some aspects of 40-50 % more than what the population is now. Benton complimented the development team and engineers for the time that they put into this project and said that they have been willing to work with the City. Benton said that the City has to take this annexation as it is and whether it is good for the City, and make the best decision for Conway. Benton said that it comes down to the dumping of that many cars and residents on a two-lane road, which is a big concern that the City is not prepared to do that. Benton said that the City needs another river crossing over the Waccamaw. Benton said if this was a four-lane road and better infrastructure, he would welcome the growth. Benton said that the term of smart growth and public safety is used around here a lot and then said that he cannot vote for it as we do not have the infrastructure in place to support it at this time.

Goldfinch stated that the density would be 2 dwellings per acre and that he didn't want this here, but that Landbank can go in right now with the exact same density in the County, and there will not be 500 acres given to the City, there will be no park, no trail system and there will be no plan. Landbank will sale it off in 50and 100-acre chunks to Lennar and DR Horton, who will come in and put up inferior homes and the traffic will still be here. Goldfinch then pointed out the acreage that is proposed to be given to the City and if in the County they can build on it. Goldfinch said that we live in a growing

community. Goldfinch said that when he was growing up Carolina Forest was a dirt road and now it is a 4-lane highway. No governmental entity builds it before it comes, it comes and then it is built.

White said that Highway 701 going towards Georgetown has been a problem for years and that is something that Council cannot do anything about, as we need to talk to our legislators and DOT that have the power to widen that road. White said that this development could be a good thing, that as homes are built, the powers to be will see the need and then try to help us develop that 4-lane highway.

Goldfinch said that in the package that road improvements are going to be made. People think that Council can stop development, but we can't. They can go in now, develop the full 1,700 acres and not do anything to the road. Goldfinch said that the developers are coming to the table with solutions.

Helms stated that if first reading is passed, that Council will still be able to talk about enhancement fees and if an agreement can not be made, Council will be able to vote no at second reading.

Blain-Bellamy said that first reading is preliminary and a statement of good faith. Council agrees to work out the blanks that remain and will move forward based on our accomplishment.

**Motion:** Blain-Bellamy made a motion, seconded by White, to approve first reading of Ordinance #ZA2023-10-02 (B). **Vote:** Blain-Bellamy, Helms, White, Goldfinch, Jordan voted in favor while Benton voted no. Motion carried 5-1.

- B. First Reading of Ordinance #ZA2023-10-02 (A) for the City of Conway to enter into a Development Agreement with BRD Land & Investment, LP for the development of property located on or near the intersection of Highway 701 S. and Pitch Landing Rd, known as the Warden Station tract, containing approximately 1,765 +/- acres (PINs 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022).**

**Motion:** Goldfinch made a motion, seconded by Jordan, to defer this request to Executive Session. **Vote:** Unanimous. Motion carried.

- C. First Reading of Ordinance #ZA2024-01-02 (A) to annex 0.23 acres of property located at 289 Wedding Lane (PIN 367-13-01-0025), and rezone from the Horry County Residential, including mobile homes (MSF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.** Hucks said that this request was submitted as a requirement to connect to city services due to transfer of ownership. This property is within the Red Hill subdivision located between Highway 501 Business and Claridy Road. There is an existing single-family residence on the property. Restrictive covenants were recorded for this property at the time annexation was applied for. Hucks said that there are other properties along Wedding Lane that have been annexed into the city limits, one in 2017, 2020, and the most recent one in 2023. Between 2018-2020, city staff sought annexation of parcels within the Red Hill area but this parcel was not

identified. Parcels along Claridy Road were identified and 3 other parcels on Wedding Lane were annexed within the last few years. Hucks said that if it is the long-term goal of Council to annex the Red Hill area, including properties along Highway 501 Business, staff recommends continued annexation of properties in the area.

**Motion:** Blain-Bellamy made a motion, seconded by White, to approve first reading of Ordinance #ZA2024-01-02 (A). **Vote:** Unanimous. Motion carried.

## **CONSIDERATION:**

- A. Consideration of Selection of Firm to Design and Engineer Phase 1 Development of the Chestnut Bay Resilience Project** – Hyman stated that the City advertised to select a firm to design and engineer Phase 1 Development of the Chestnut Bay Resilience Project. Two firms submitted proposals, and were ranked based on certain criteria. Staff recommends Robinson Design Engineers and should Council approve the hiring, the City would enter into negotiations for a contract of services immediately.

**Motion:** Benton made a motion, seconded by White, to authorize the City Administrator to enter into a contract with Robinson Design Engineers. **Vote:** Unanimous. Motion carried.

- B. Consideration of a Proposed Four Way Stop on Sixth Avenue at the Hill Street Intersection** – Long stated that complaints were received and the police department installed the covert data collector at Sixth Avenue and the Hill Street intersection. The data collected indicates there is not a speeding issue, but had approximately 1,000 cars per day traveling in both directions. This is a high traffic count for a true residential area. Long said that he recommends adding stop signs on Sixth Avenue at the Hill Street intersection, making it a four-way stop intersection.

**Motion:** Blain-Bellamy made a motion, seconded by White, to approve making this a four way stop intersection. **Vote:** Unanimous. Motion carried.

## **CITY ADMINISTRATOR'S REPORT:**

Emrick informed Council of the following:

- The Christmas Tree Lighting had fantastic attendance and was well received. Clearly, the City had a lot of complaints related to traffic. Next year the Town Green redevelopment should be complete and there will be a new location for the City Christmas Tree.
- The Whittemore Task Force meets Wednesday at 5 p.m. There was some difficulty in establishing a quorum at the last meeting. The Task Force has asked to make their own agendas, but staff hasn't had anything provided for the Wednesday meeting, so to be legally compliant, staff went ahead and prepared an agenda for this meeting.
- The Hospitality Fee numbers are in from October, a real gauge of the success of Halloween festivities. Last year, if you remember, collections for the month, year over year, were up City-wide about 6% and for downtown, 18%. This year, city-wide, we were up 9.4% for this year over last year. For downtown restaurants, we were up 21% from last year.



Cumulatively almost a 40% increase in the two years we've been Halloween for downtown restaurants.

- Tomorrow night is the City Staff Christmas party at the Sports and Fitness Center at 6 p.m. Come hungry and ready for Christmas bingo!
- Wednesday at 6 p.m. is the Under the Lights 5k starting at the Marina. Even if you are not a runner, this event is a lot of fun to watch and cheer on the participants.
- Thursday night is one of the big Rivertown Christmas nights. Adding to that is a new event, a Sensory Friendly Tree Lighting event. At 5:30 p.m., the tree will be lit at Riverfront Park, there will be music and an atmosphere that is welcoming to all of our residents. We have a large population of children and adults that have autism or other neurocognitive issues and we have unintentionally excluded them from events like our Tree Lighting Ceremony for years. We hope to fix that going forward by fixing it this year. Please join us this Thursday at Riverfront park.
- The Annual Christmas Parade is Saturday at 10 a.m. Please be at the start of the parade route, near Main and 16<sup>th</sup> at 9:45 a.m. at the latest, to ride the train in the parade.
- Before the parade, join us for Pancakes with Santa at the Sports and Fitness Center, 7 -9 a.m.
- This Friday and Saturday night at the Terrace, staff is showing movies: Christmas Vacation and Die Hard. Keep in mind, Die Hard is an R rated movie, so parental supervision is suggested. Also, on the 15<sup>th</sup>, we will show the Grinch. All movies start at 6 p.m.
- A couple of non-Christmas related reports:
  - Lights for the Pickleball courts should go up late this week or early next week. The courts have had very steady usage every day.
  - Repairs to street lights damaged during last year's work on Laurel Street are finally going to be made next Monday so that all work can be completed by next Thursday's big Christmas activities.
  - On the 13<sup>th</sup> of December at 11 a.m. there will be a ribbon cutting with Santee Cooper for the EV Charging Stations across the street in the mural parking lot.
- Something that staff just learned today, late today in fact. Santee Cooper's Board met today and voted to approve the transfer of the Ashponds, Lake Busbee and the former Steam plant site to the City of Conway. The transfer is still conditioned on the Joint Bond Review Committee of the State Legislature approving the agreement. That will happen in January, fingers crossed.
- Department head reports from Finance, Planning and Construction Services.

**Finance** – Bury explained the H2O Help to Others pilot program to help qualifying customers receive a bill credit starting December 1, 2023.

**Construction Services** – Cooper reported that Construction Services have been extremely busy finishing City Hall renovations, working on Court and Finance renovations, Santa's Village, replacing boards at Riverfront Park Riverwalk and Scarborough Alley. Construction Services has issued approximately 300 more building permits this year than during the same period in 2022. There was a decrease in single-family dwellings earlier this year compared to the previous year due to the residential developments being mostly built out.

**Planning & Development** – Hucks said that 2023 has been a very busy, yet productive year for Planning & Development. The department recently filled the position of Zoning and Landscaping Inspector, a new position that was created this year to handle most of the zoning enforcement and will assist the arborist. Staff has worked on 12 text amendments and 11 more are in progress. There have been over 70 applications submitted for annexation or annexation and rezonings in 2023. As far as plan review, the department has had over 300 submittals for review so far in 2023. The Planning Commission has considered 91 items. Staff has removed over 1,000 illegal signs. As for GIS so far for 2023, staff has created close to 2,500 maps for all city departments, calculated stormwater fees for 82 businesses, given 536 new address points, 2,198 new, updated, or upgraded water meters have been added to GIS, and updated GIS layers to reflect restrictive covenants for an additional 336 properties. Hucks said that 9,413 residential units are in review but that these numbers could change significantly depending on market conditions and whether or not many of the projects under review continue with the review process.

### **COUNCIL INPUT:**

**Benton** stated that this is his last official meeting. He thanked Council and the Mayor for being kind and helping him along the way. Benton thanked staff for their work and professionalism, and encouraged all to thank them. Benton said that all of the ones sitting up there with him may not always agree, but that all love Conway. Benton said that he would be available to help at any time and thanked the citizens for being able to serve. Benton then wished everyone a Merry Christmas.

**Helms** said that Council is a big seat to fill, Council gets blamed for everything and that Council does what they think is best in the interest of everybody. Helm said that it is Christmas and Conway is putting on a great show, as every month is. She thanked all of staff and said that Jessica is very professional and that staff has gone way beyond what they ever have been asked. Helms wished Benton good luck. Helms told everyone Merry Christmas and asked for prayers for her family and said she is praying for all to have a good Christmas too.

**White** said ditto, and good luck to Benton. White thanked all of the citizens for his reelection to Council and that he will try to do his best to make all satisfied with the decisions that are made. White said that the street lights on Sixth Avenue are out, except one. White invited everyone to Smith Jones to see the Christmas lights and wished everyone a Merry Christmas.

**Goldfinch** said that until you have held an elected position and taken criticism from all then you can't fully appreciate to throw your name and family into something. Goldfinch then applauded Benton and wished him and his family the best. Goldfinch said when he first got on Council it was a good group and somehow flew under the radar, were safe and didn't take risks and then hired Emrick, who thinks outside the box in a way that no one else had. Goldfinch said sometimes with that comes trouble. Goldfinch said that he came to one of the greatest events that the City does Thursday night and staff worked their behinds off after hours, before hours, to put this event on and then you have some that hide behind a keyboard and make comments, some about Council members wives, which is a shame. Goldfinch said that is the price you pay to look down the street in October and see pumpkins in the trees, the lights on the bridge, or the lights on the water tower. Goldfinch said to let's keep looking to the sky because if it means that we have to take a little

criticism to have a fantastic town, then we will just do it. Goldfinch asked Williams for an update on the treasury portfolio.

**Jordan** said he took blame for the traffic this past Thursday night and he will take it all day long when you see the crowds downtown, kids, the streets were packed and it was an incredible event. The event gets bigger and better each year, even with the growing pains. Jordan said it is not easy to sit here and take darts, but leave my family out of it. Jordan gave kudos to staff for all that they did working around the clock, and it shows. Jordan said that he and his wife had dinner Friday night, did the long walk around Conway and it was absolutely beautiful as was the tree lighting on Thursday was incredible. Jordan said that the tree lighting coming up this Thursday night is going to be an incredible thing and thanked everyone for that as working in the health care and with the disabled, as that is an opportunity to show that Conway is inclusive for all. He wished everyone a Merry Christmas and best of luck to Benton.

**Blain-Bellamy** told Benton that she is glad to know him, thanked him for his contribution and wished him and his family well for the future. Blain-Bellamy said that she gets some of the critiques by others but that she gets way more credit than she could ever deserve. People recognize what is different here. Goldfinch has a way of saying things, we did not take any risks, we did not spend any money, and we were stuck in place and stayed stuck in place decade after decade. Blain-Bellamy said that as more funds became available and we met Emrick who never had a box. We got catapulted to a place where people choose to come just to Conway. The tree lighting event was....and afterwards she said that she walked down to the Riverwalk and thought she was in some fantasy land as it was incredible. She encouraged all to take their families to Downtown Conway and beyond as it is changing and will continue as the leaders in every arena are doing the best that they can managing those changes and making sure that it makes sense. Blain-Bellamy gave credit to the hiring of Emrick for the good things happening and said that she is glad to know him and work with him. Blain-Bellamy said that all of staff go out and help as she saw Lynn and Becky serving the workers at Town Green, always helping each other.

Emrick said that the latitude that Council affords staff to be able to do crazy stuff is why and he thanked them.

Jordan said that the reaction from the young lady that did the Christmas cards was incredible. Jordan said that he had the opportunity to award staff with the employee of the year awards, which was a joy and very well deserved.

Goldfinch updated Council on the Ride IV and asked Council to prioritize projects.

## **BREAK**

**EXECUTIVE SESSION: Motion:** Jordan made a motion, seconded by Helms to enter into Executive Session for the following: Discussion of a Proposed Development Agreement known as the Warden Station Tract [pursuant to SC Code §30-4-70 (A) (2)]. **Vote:** Unanimous. Motion carried.

**RECONVENE FROM EXECUTIVE SESSION: Motion:** Blain-Bellamy made a motion, seconded by Jordan to leave Executive Session. **Vote:** Unanimous. Motion carried.

**POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION:**

**Motion:** Blain-Bellamy made a motion, seconded by Jordan to approve first reading of Ordinance #ZA2023-10-02 (A) of the Planned Development Agreement and within 36 months of the first land disturbance permit being issued the park will be conveyed to the City of Conway after improvements have been made on the park. The developer will provide a letter of credit to guarantee the park improvements at final plat approval; and that enhancement fees will be paid to the City by the developer in the amount of \$5,750 per residential unit. **Vote:** Unanimous. Motion carried.

**ADJOURNMENT:** **Motion:** White made a motion, seconded by Helms to adjourn the meeting. **Vote:** Unanimous. Motion carried.

**APPROVAL OF MINUTES:** Minutes approved by City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Alicia Shelley, City Clerk

**DATE: JANUARY 2, 2024**  
**ITEM: VI.H.**

**ISSUE**

Declare that the State of Emergency relative to the December 2023 noreaster has ended

**BACKGROUND**

On December 17, 2023 the City of Conway was struck by a noreaster which caused flooding and damage in multiple states along the eastern seaboard. The event required activation the City's Emergency Operations Center to respond to damage and closed roads. To accommodate these operations, City Council held an emergency meeting on the afternoon of December 17 during which they declared that a state of emergency existed in the City of Conway.

While flooding caused issues for several days after the event, all emergency operations have been completed. With no action from council, the emergency declaration will expire on February 16, 2024. However, it is not necessary for the state of emergency to continue and council may end it with a majority vote.

**RECOMMENDATION**

Declare that a state of emergency no longer exists in the City of Conway relative to the December 2023 noreaster, effective immediately.



**DATE: JANUARY 2, 2024**  
**ITEM: IX.A.**

Recognition of 2023 Employees of the Year

Allan Huggins – Public Safety

Tasha Sherman – Public Service

Brandon Danser – Public Works

**DATE: JANUARY 2, 2024**  
**ITEM: IX.B.**

Presentation of Longevity Awards – December 2023 – 10 Years: Danner Thompson, Recreation

**DATE: JANUARY 2, 2024**  
**ITEM: IX.C.**

**ISSUE:**

Discussion of future plans for Jerry Cox Parking Lot and ERF #3

**BACKGROUND:**

As has been discussed on previous occasions, the City-owned parking lot located behind Jerry Cox is in disrepair and therefore under-utilized. As this area grows, so does the need to improve this parking area.

The recently completed 2022 Riverfront and Downtown Master Plan provided a conceptual design for gateway development at the corner of 4<sup>th</sup> Avenue and Kingston Street. As stated in the plan, “crossing the Kingston Lake on 4<sup>th</sup> Avenue and entering downtown, a bare city parking lot greets visitors and residents. This is a well-traveled road into the City of Conway and downtown and should reflect the City’s commitment to design.”

Per recommendations from the plan, City staff has been working with Hanna Engineering to create a design that:

- reconfigures the parking for safety
- provides a fun new gateway sign to anchor the parking lot
- adds lighting and landscaping to beautify and create a safer space
- adds another ERF to clean up the area
- creates a connection between downtown and the river
- upgrades sidewalks

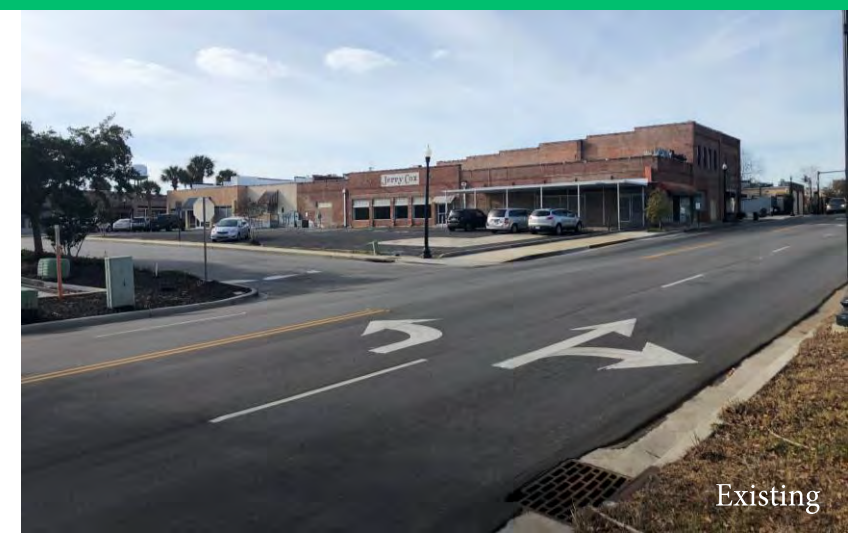
The City was recently awarded the MASC Hometown Economic Development Grant to construct the ERF, which will also act as a gateway sign. The parking lot construction will be covered by Hospitality funds.

**RECOMMENDATION:**

Approve the final design, pending CAB approval.



Conceptual Rendering



Existing

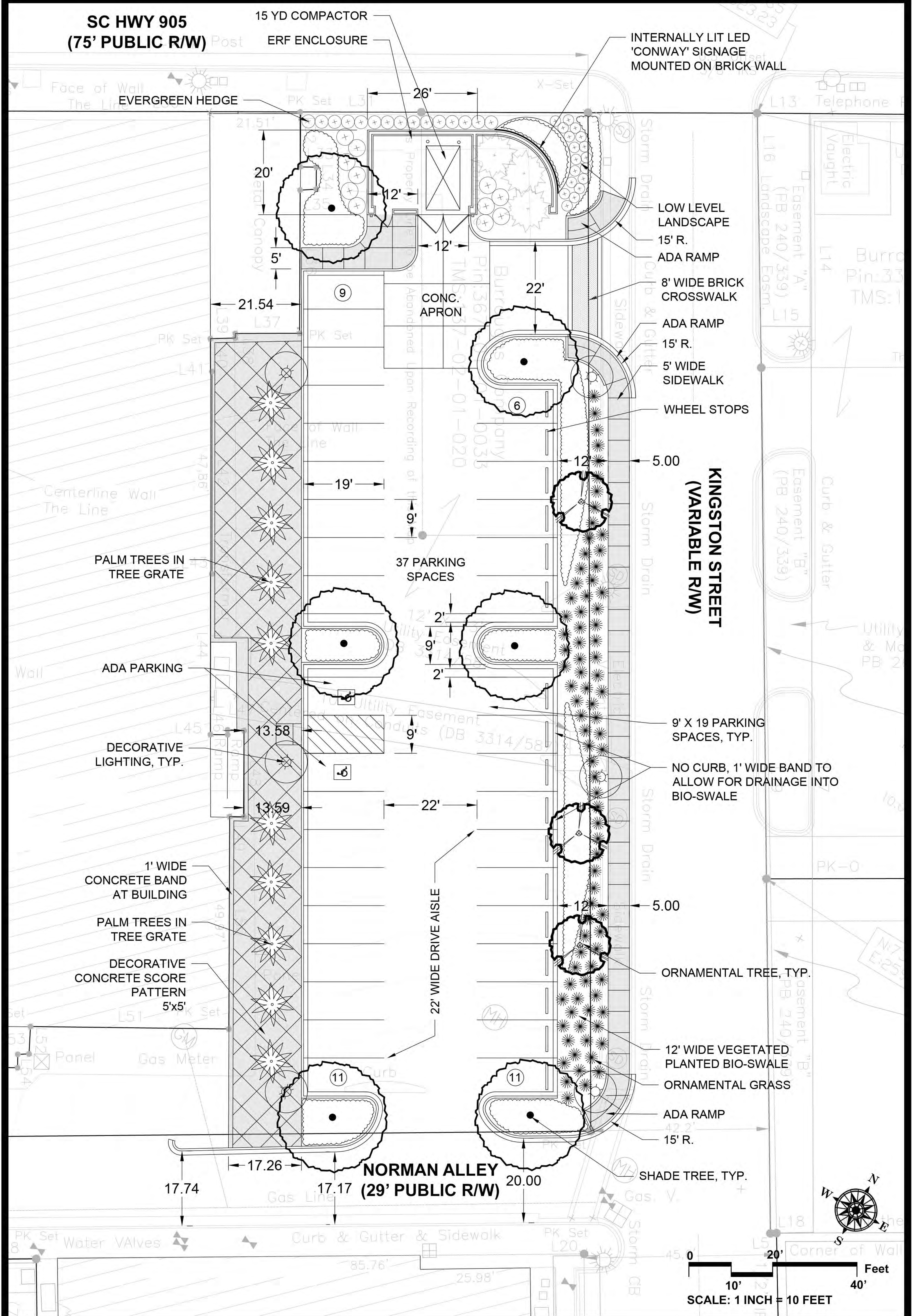
### Gateway Development: 4<sup>th</sup> Avenue and Kingston Street

Crossing the Kingston Lake on 4<sup>th</sup> Avenue and entering downtown, a bare city parking lots greets visitors and residents. This is a well-traveled road into the City of Conway and downtown and should reflect the City's commitment to design. This conceptual design proposes a gateway sign to anchor the parking lot along with lighting and landscaping to make the parking lot welcoming, safer and beautiful. The brick walls of the signs double as the walls of an environmental refuse facility (ERF), the City's unique commercial trash collection areas. In addition, the landscaping around the ERF serves as storm water gardens, capturing run-off at this low point. The signage is fun and whimsical with individual LED-light letters. These letters can be Chanticleer Teal and Bronze, Conway High School's green and gold, the blues of Hanukkah, the reds and greens of Christmas, pinks for breast cancer awareness... the colors can reflect the community.











**DATE: JANUARY 2, 2024**

**ITEM: IX.D.**

**ISSUE:**

Discussion of a request by Crunk Engineering, LLC, to annex approximately 8.96 acres of property located at the intersection of Mill Pond Rd and Hwy 501 (PIN 338-10-01-0015), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.

**BACKGROUND:**

The applicant submitted a rezoning application for the subject property, located at the intersection of Mill Pond Rd and Hwy 501. The property is currently zoned Horry County Highway Commercial (HC), and is currently vacant. The application to rezone does not specify the proposed use of the property, and it is not required that the use be provided. Any use in the requested zoning district would be permitted should the request be approved; however, in discussions with the applicant, the current proposed use relates to medical uses.

There is a portion of the property that contains flood zones as well as a portion of a floodway. Without a site plan to indicate the proposed location of structures and access points for the project, staff cannot determine if there would be any impact to either the flood zone or floodway. Any proposed encroachments within the floodway must provide a no rise or no impact certification, stating that the proposed work will not create any rise within the floodplain. This certification must be done by a registered engineer and must have hydrologic and hydraulic data supporting the certification.

Per *Section 3.2.10* of the UDO, the intent of the Highway Commercial (HC) district is to *provide compatible locations to serve the automobile-oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City.*

**Surrounding uses/Zoning Districts:**

The property abuts parcels (on all sides but one) zoned City of Conway Highway Commercial (HC). Other adjacent uses include a gas station (zoned HC), a vacant parcel (zoned County HC), and a Restaurant (zoned HC).

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The future land use map of the *Comprehensive Plan* identifies the subject property as *Conservation Preservation (CP)* likely due to the presence of flood zones and a portion of the floodway being encompassed on this property.

Per *Section 3.2.15* of the UDO, the intent of the *Conservation Preservation (CP) district* is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial,

or other uses capable of adversely affecting the relatively undeveloped character of the district.

This request will include a Future Land Use Map amendment to the Comprehensive Plan as well.

**This item will go before Planning Commission at their January 4, 2023 meeting.**

**ATTACHMENTS:**

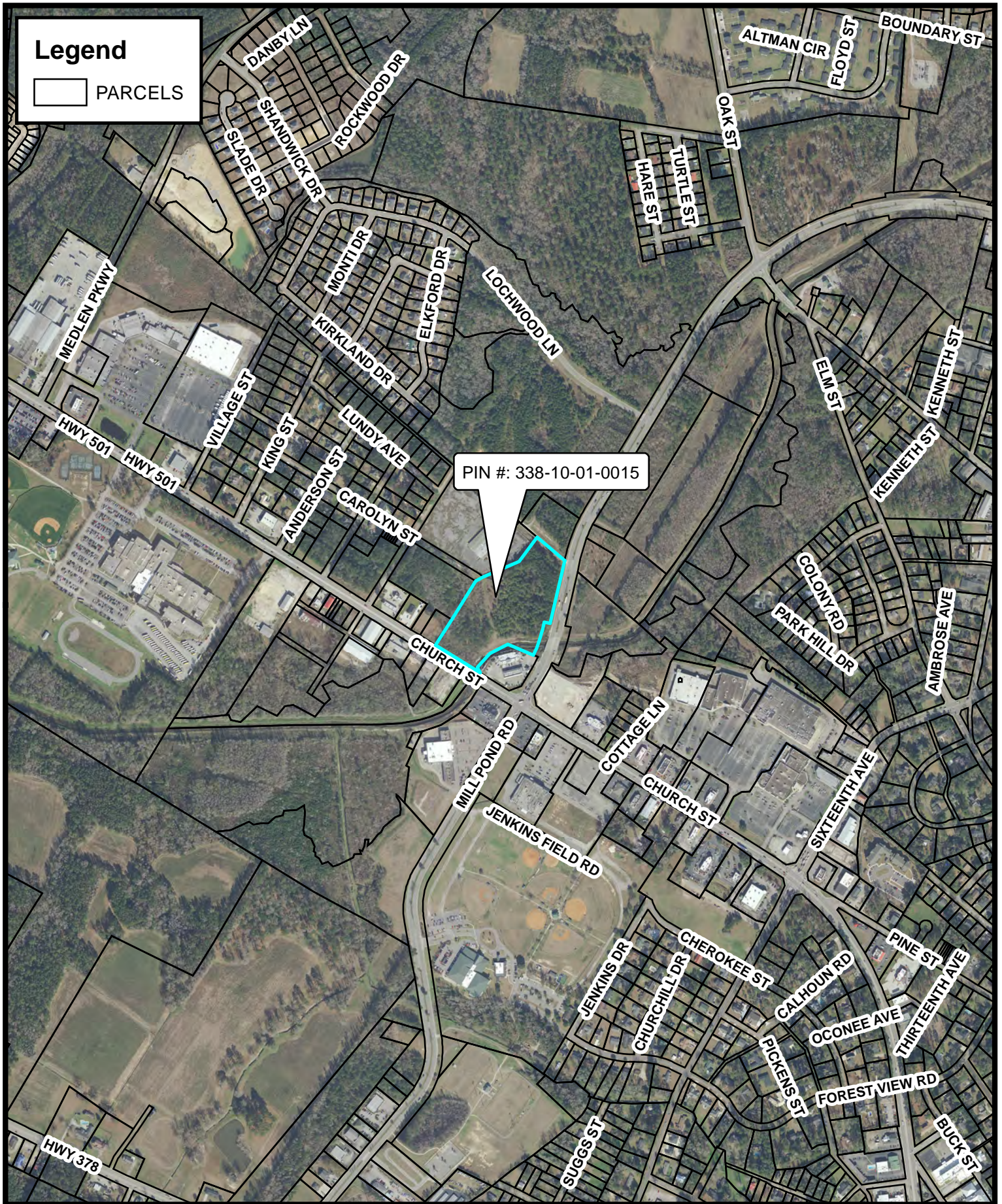
Application;

GIS Maps;

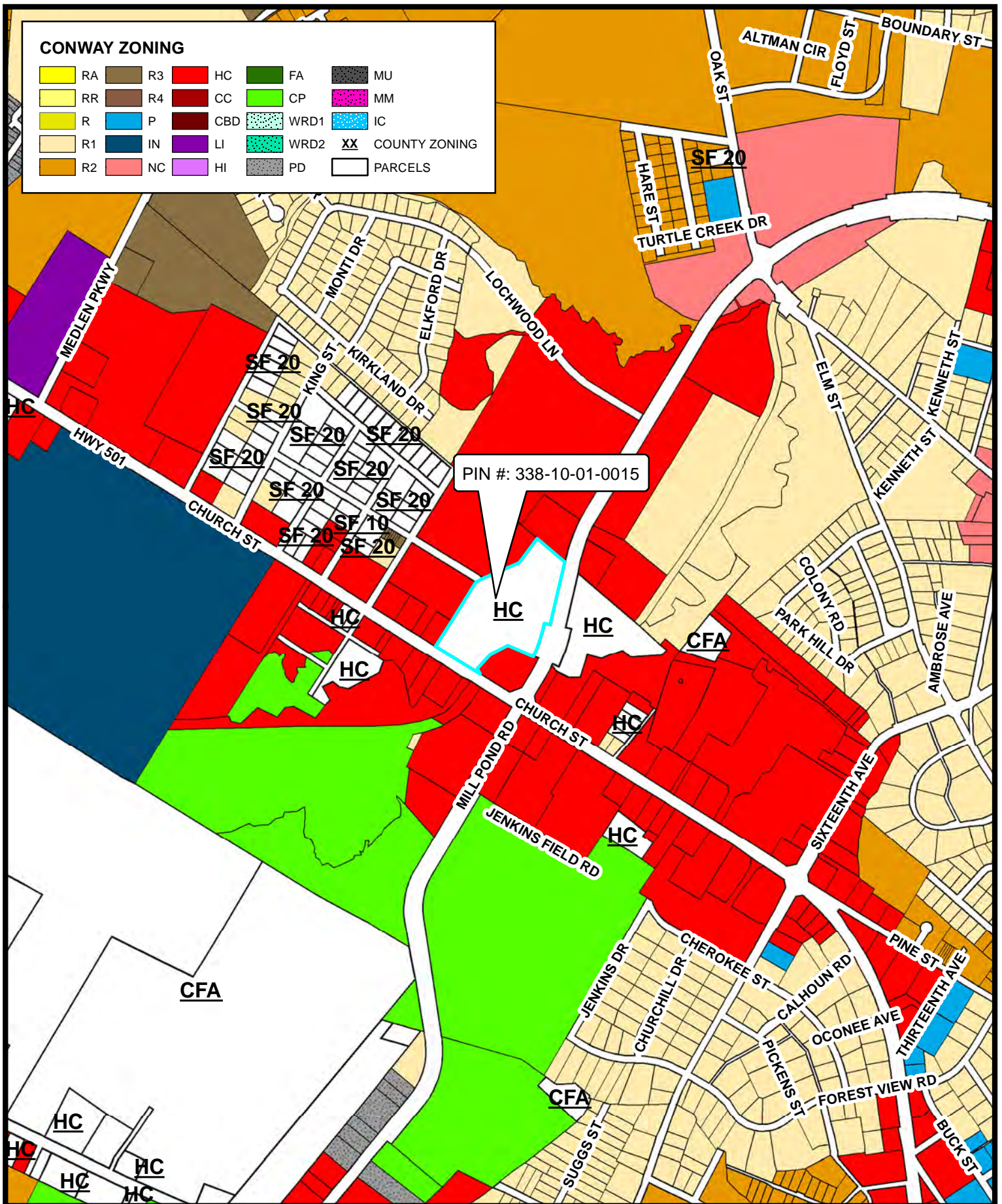




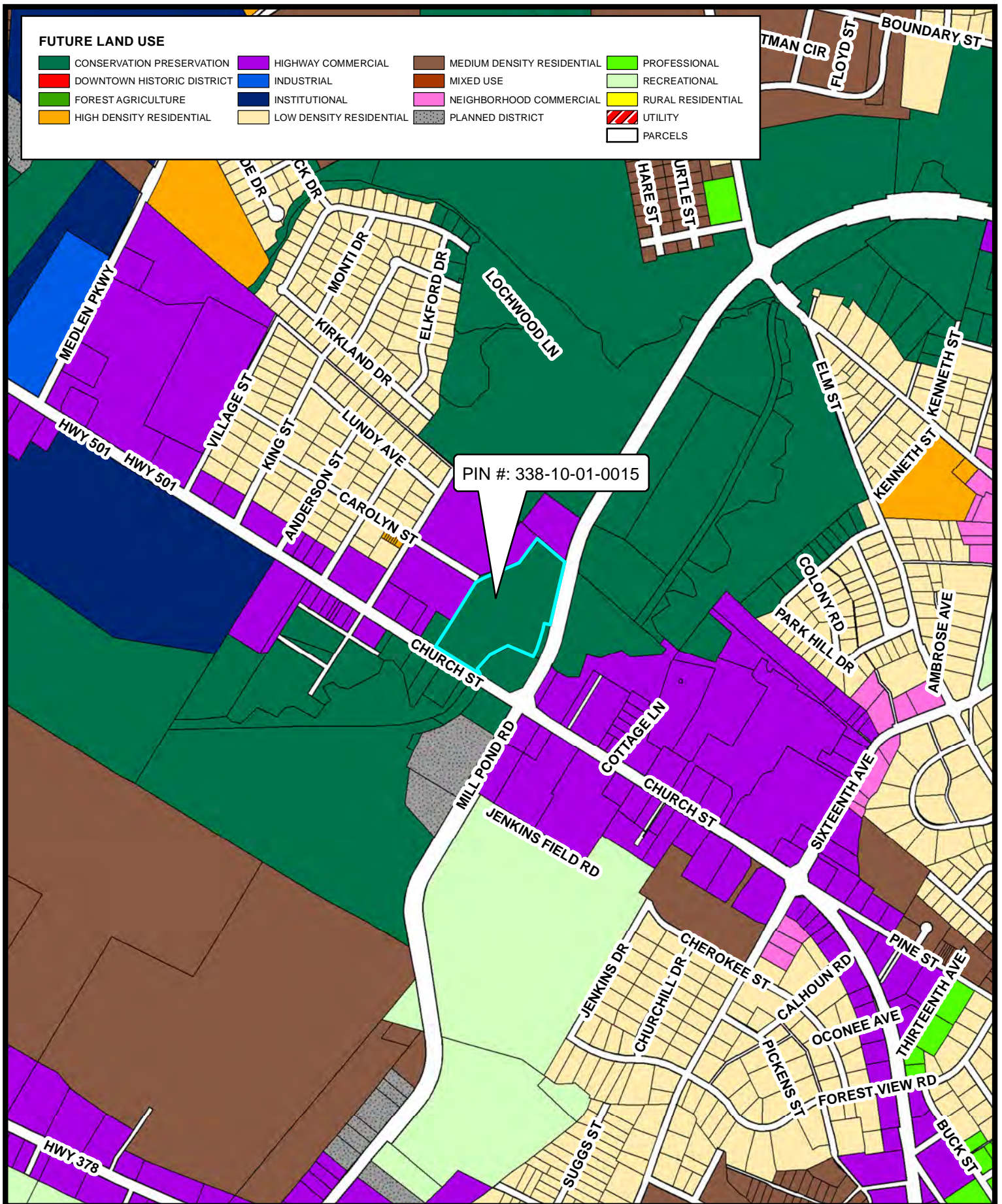




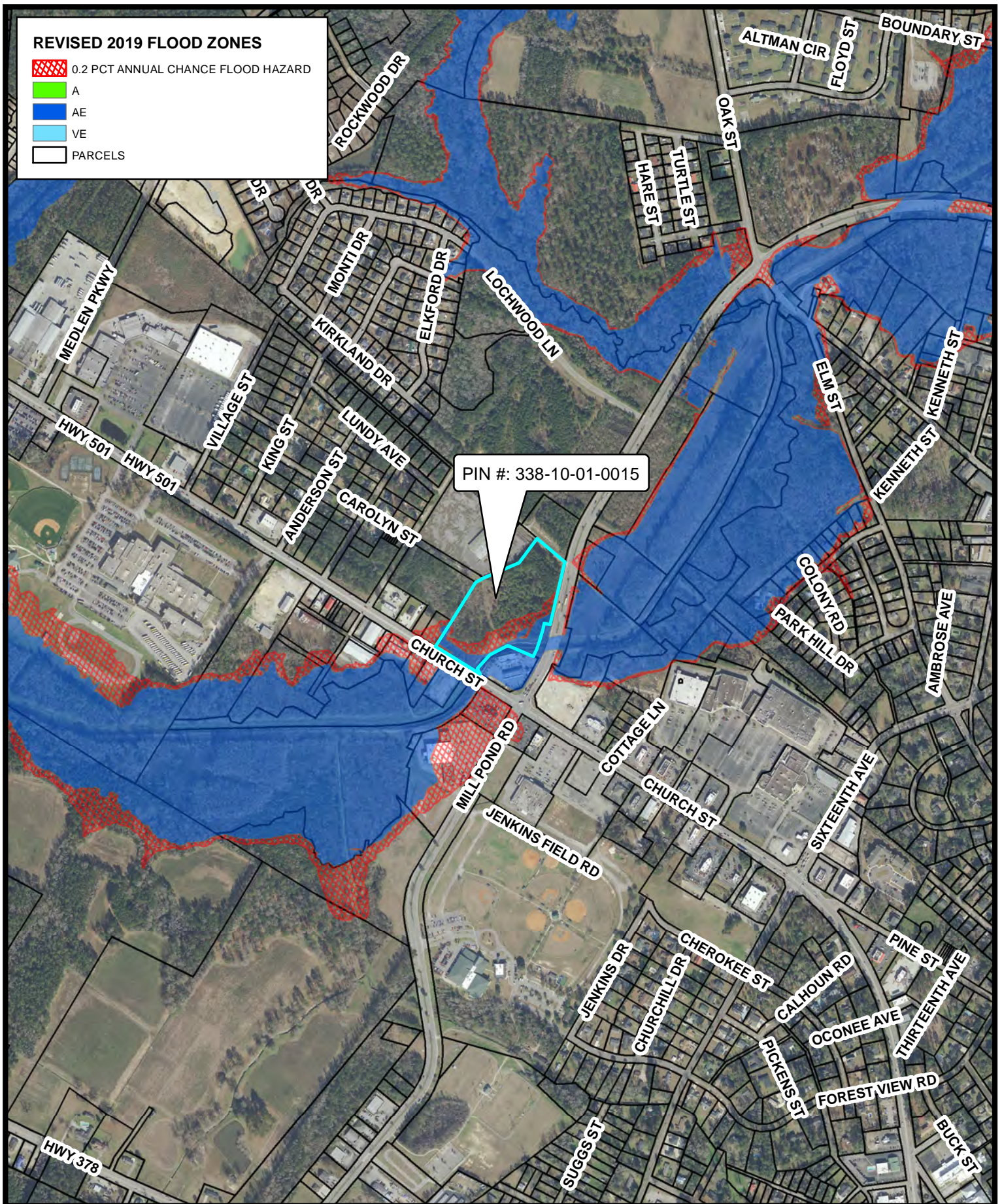
















# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_

BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: W Highway 501

PIN: 33810010015 ACREAGE: 8.96

PROPERTY ADDRESS: Church Street, Conway, SC 29526

PROPERTY OWNER MAILING ADDRESS: 809 82nd Parkway, Myrtle Beach, SC 29572

PROPERTY OWNER TELEPHONE NUMBER: 843-692-1100

PROPERTY OWNER EMAIL: mark.sims@hcahealthcare.com

APPLICANT: Crunk Engineering LLC

APPLICANT'S EMAIL: adam@crunkeng.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☐ NO ☒

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Mark Sims

(Print)

Mark Sims  
(Signature)

DATE: 11/28/2023

(Print)

(Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_

BS&A #: \_\_\_\_\_

Is there a structure on the lot: No \_\_\_\_\_ Structure Type: N/A

Current Use: Undeveloped

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**[planning@cityofconway.com](mailto:planning@cityofconway.com)**



# Zoning Map Amendment Application

*Incomplete applications will not be accepted.*

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

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PHYSICAL ADDRESS OF PROPERTY: W Highway 501 FEE PAID ( ) YES ( ) NO  
AREA OF SUBJECT PROPERTY (ACREAGE): 8.96 PIN: 33810010015  
CURRENT ZONING CLASSIFICATION: Horry County Highway Commercial (HC)  
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Conservation Preservation  
REQUESTED ZONING CLASSIFICATION: City of Conway Highway Commercial (HC)  
NAME OF PROPERTY OWNER(S):  
Mill Pond Conway LLC C/O HCA Health Services Inc. PHONE # 843-692-1100  
\_\_\_\_\_  
PHONE # \_\_\_\_\_  
MAILING ADDRESS OF PROPERTY OWNER(S):  
809 82nd Avenue, Myrtle Beach, SC 29572  
809 82nd Avenue, Myrtle Beach, SC 29572

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

Mark Simi 11/28/2023  
PROPERTY OWNER'S SIGNATURE(S) DATE

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE(S) DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.



November 16, 2023

To whom it may concern,

This is to certify that I, the owner of **Mill Pond Conway LLC C/O HCA Health Services Inc.**, have authorized **Crunk Engineering LLC** to act as the applicant for our annexation and rezoning request. Crunk Engineering has the authority to represent me related to this annexation and rezoning request. I hereby confirm that this letter of agency is valid and effective until further notice from me.

Sincerely,



Mark Sims  
CEO, Grand Strand Health  
Mill Pond Conway LLC C/O HCA Health Services Inc.

**Grand Strand Medical Center**

809 82nd Parkway, Myrtle Beach, SC 29572 | 843.692.1000 | [MyGrandStrandHealth.com](https://www.MyGrandStrandHealth.com)

**DATE: JANUARY 2, 2024**

**ITEM: IX.E.**

**ISSUE:**

Discussion of a request by Mike Wilson (agent) to rezone approximately 0.24 acres of property located at 610 Main street (PIN 338-13-02-0035), from the City of Conway Low/ Medium Density Residential (R-1) district to the City of Conway Professional (P) district.

**BACKGROUND:**

The applicant submitted a rezoning application for the subject property, located at 610 Main Street. The property is currently zoned Low/ Medium Density Residential (R-1), and contains two (2) dilapidated structures: a single-family structure and a multifamily structure. Recently, the Building Official posted both structures on the property as being unsafe, and required demolition of both structures. Due to the location of the property being within the Main Street Historic Design Review District (HDRD), the property is subject to the Community Appearance Guidelines, requiring review and approval by the Community Appearance Board prior to demolition or relocation of any structures. At the December 13, 2023 Community Appearance Board (CAB) meeting, the applicant requested approval to demolish both structures on the property. The board voted to approve demolition of the rear structure (former apartments) in accordance with the Building Officials recommendation due to structural and safety concerns; however, they denied the request to demolish the front structure due to its historical nature, citing their desire to preserve the historic main street home. While CAB cannot overrule the Building Official, the Building Official has stated that the rear structure was the direst of the two structures on the property and has made exceptions with regard to historical buildings and/or properties in the past.

While the rezoning application does not specify the intended use of the property, the applicant stated at the CAB meeting that they would like to rezone to the Professional (P) district in order to market the property for commercial and residential uses, as the Professional District allows both residential and commercial uses. Should the property be rezoned to Professional, the existing home *could* be rehabilitated and used as a commercial space or restored for residential use, depending on the wishes of the current or future property owner(s).

**Low/Medium Density Residential (R-1) (*current zoning*)**

Per *Section 3.2.3* of the UDO, the intent of the R-1 District is to provide for the preservation and expansion of areas for low to medium density, detached single -family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.

**Professional (P) (*proposed zoning*)**

Per *Section 3.2.7* of the UDO, the intent of the P District is to accommodate office, institutional, and

residential uses in areas whose character is neither exclusively business nor residential in nature. This district is intended to establish areas that provide professional services to the public, which do not materially detract from nearby residential areas. More specifically, this district should serve as a transitional zone between more intensive commercial areas and residential areas. This district is not intended for businesses that engage in retail sales.

**Surrounding Uses/Zoning:**

The subject property is adjacent to 2 properties that are currently zoned Professional as well as two (2) properties that are currently zoned Low/Medium Density Residential (R-1).

Residential uses (*not including multifamily*) are allowed in either the R-1 or P zoning districts; however, commercial uses would only be permitted if the property were rezoned to Professional (P).

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The future land use map of the *Comprehensive Plan* identifies the subject property as *Low Density Residential (R-1)*. However, property adjacent to the subject property is zoned Professional (P), and the request is consistent with the character of the surrounding properties with frontage on Main Street. Accompanying the request is a proposed Future Land Use Map amendment of the Comprehensive Plan to revise the future use as Professional, should Planning Commission recommend approval of the request.

The item will be on the January 4, 2024 Planning Commission meeting agenda for consideration.

**ATTACHMENTS:**

Application;

GIS Maps;



## Legend



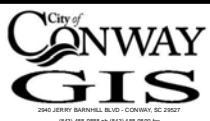
PARCELS

PIN #: 338-13-02-0035

MAIN ST

SEVENTH AVE

KINGSTON LAKE DR



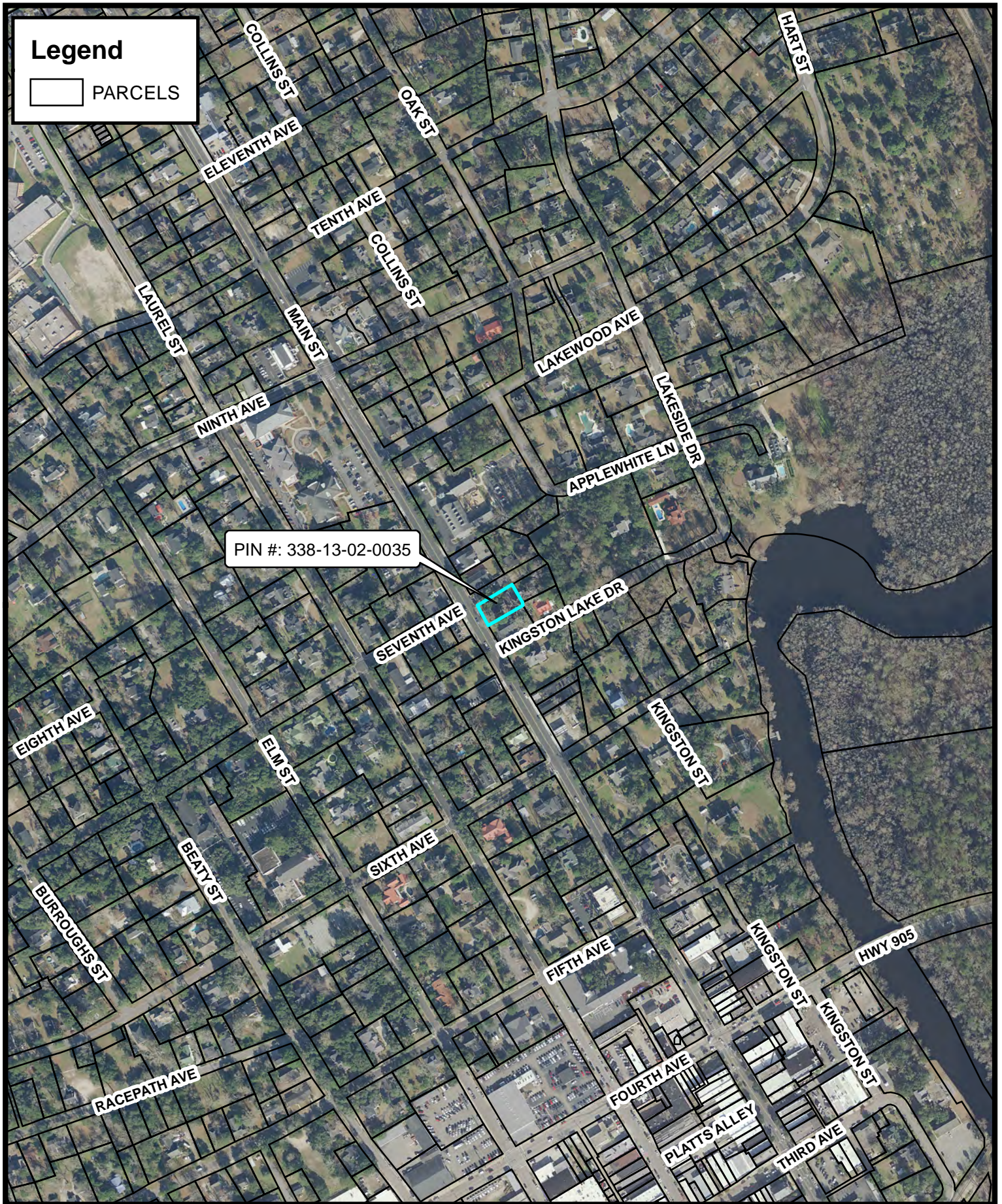
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.



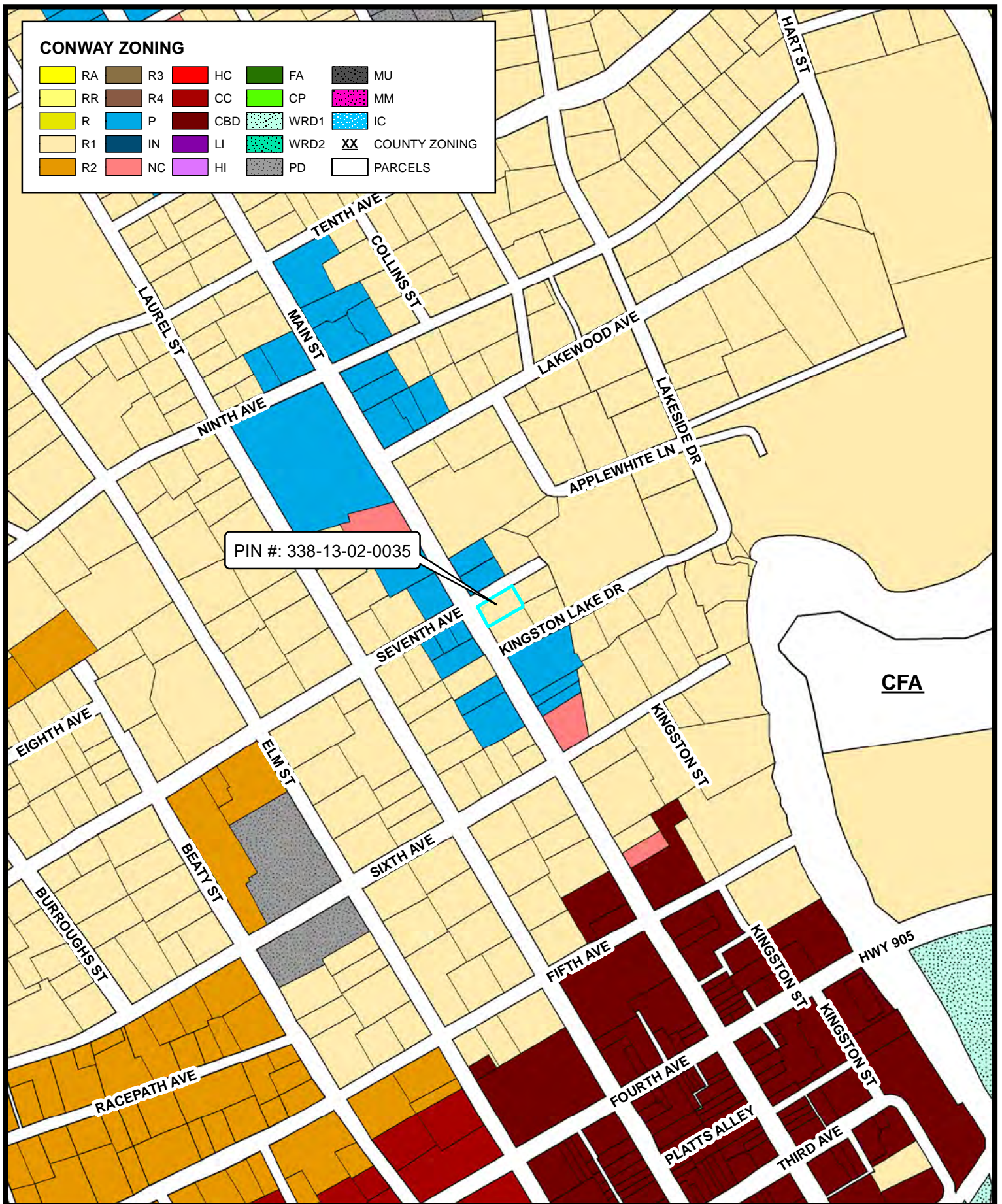
PIN #: 338-13-02-0035  
TMS #: 137-02-14-014  
610 MAIN ST  
(P23-0345)



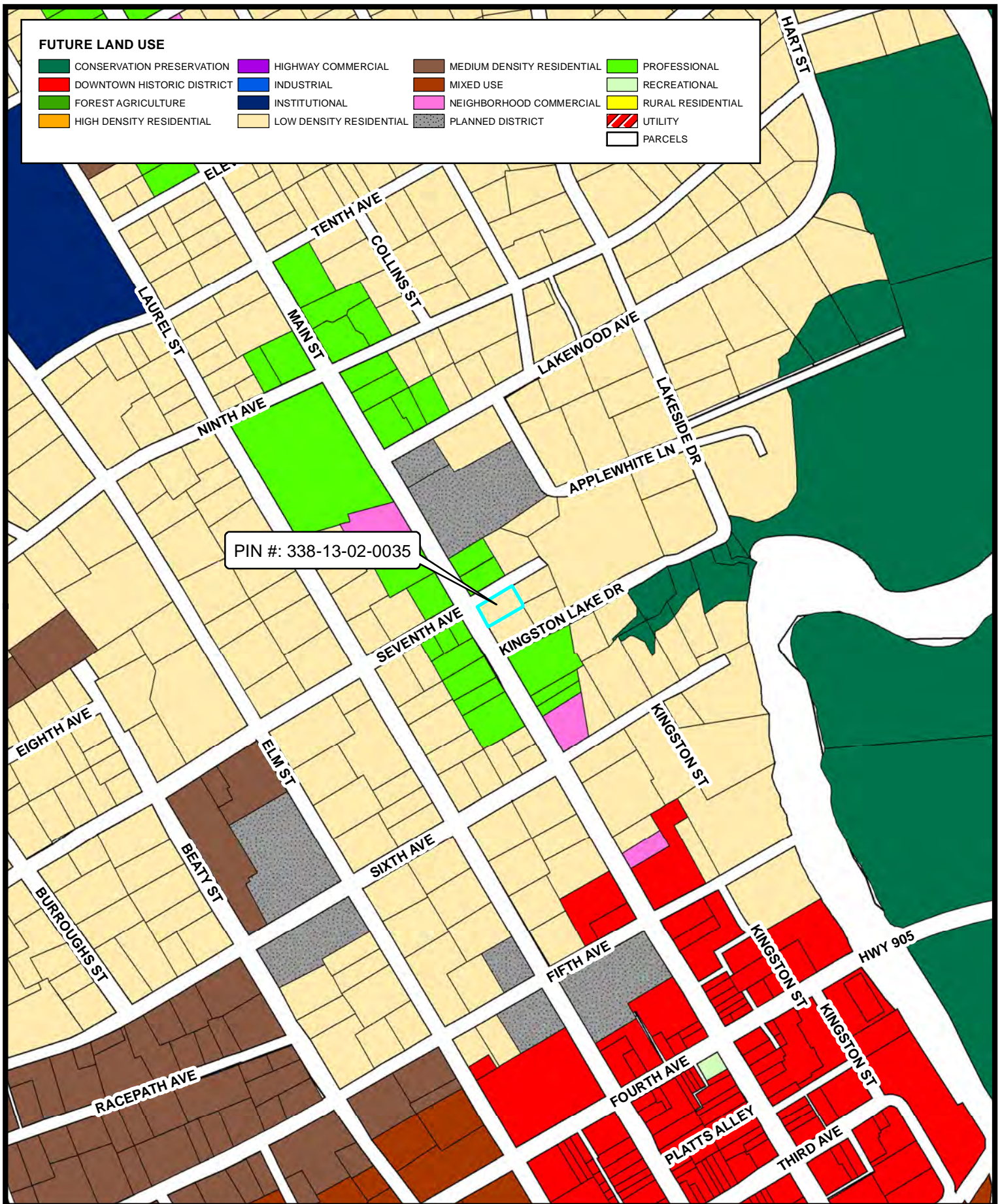




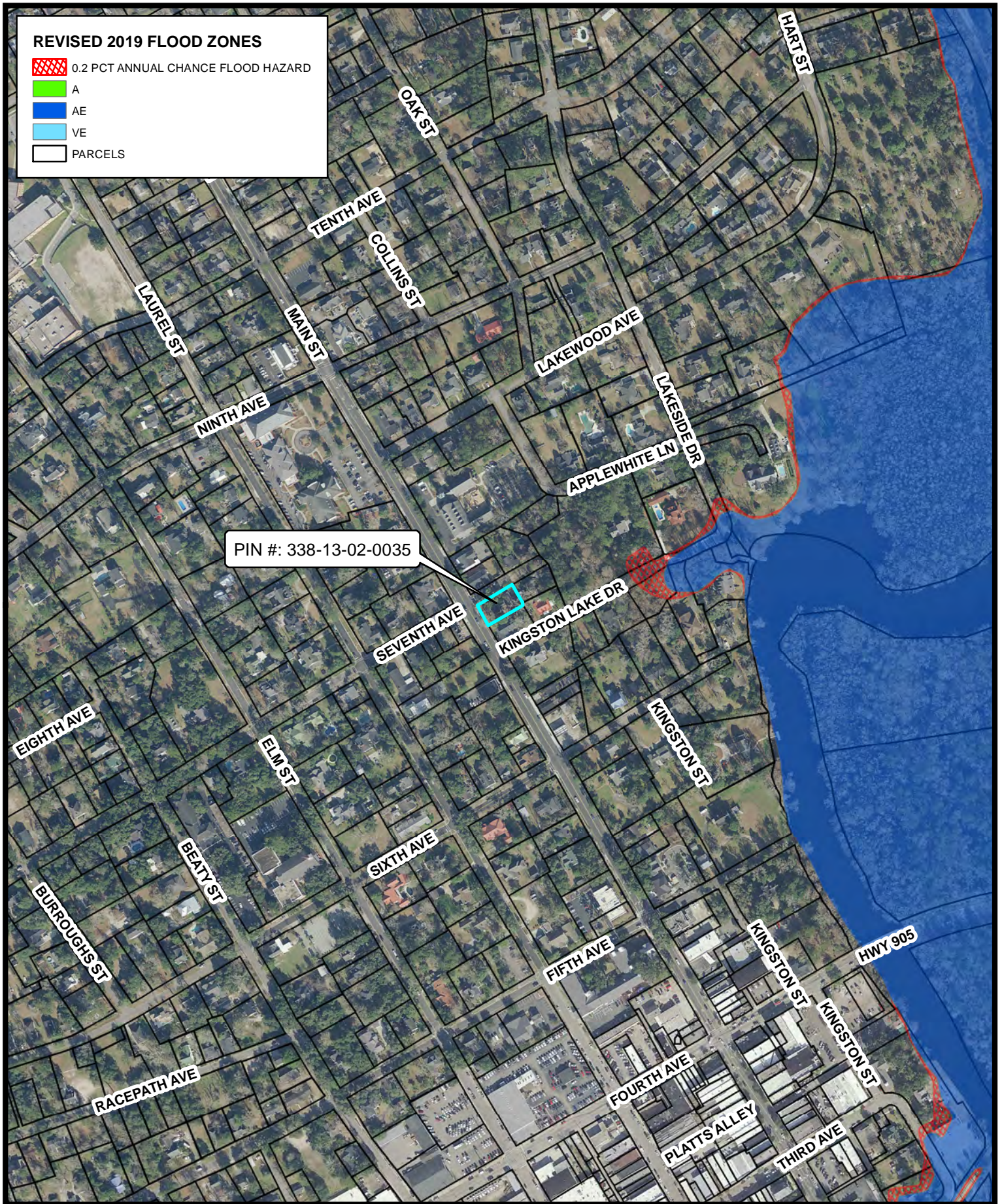
















# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

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PHYSICAL ADDRESS OF PROPERTY: Main St. LT 264 FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): \_\_\_\_\_ PIN: 33813020035

CURRENT ZONING CLASSIFICATION: Residential R-1

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Low Density Residential

REQUESTED ZONING CLASSIFICATION: Professional

NAME OF PROPERTY OWNER(S):

Barker, William E. PHONE # \_\_\_\_\_

Kirkland, Laura S PHONE # 843-833-1312  
(Mike Wilson)

MAILING ADDRESS OF PROPERTY OWNER(S):

Laura Kirkland, 1700 Wren St, Georgetown, SC

William E. Barker 210 Sherwood Dr, Conway, SC 29526

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

Laura S. Kirkland 11/28/03  
PROPERTY OWNER'S SIGNATURE(S) DATE

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE(S) DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

felicias.wilson@yahoo.com



**DATE: JANUARY 2, 2024**

**ITEM: X.A.**

**ISSUE:**

**Final Reading of Ordinance #ZA2023-10-02 (B)**, of a request to annex approximately 1,765 (+/-) acres of property located on / near the intersection of Hwy 701 S & Pitch Landing Rd, Hwy 701 S. & Kinlaw Lane, Hwy 701 S & Wildair Circle, and Hwy 701 S. Pitch Landing Rd, and Blaze Trail (PIN's 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), and request to rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district.

**BACKGROUND:**

Last year, staff began discussions with an engineering firm on annexation of the properties. At that time, the property was not contiguous to property in the City. Since then, Dollar General at 3546 Hwy 701 South was annexed February 6<sup>th</sup>, Bucks Township Storage at 3550 Hwy 701 South was annexed on March 20<sup>th</sup>. In lieu of annexing The Gun Store, the property owner of The Gun Store and the adjacent property owned by White Oak Forest, LLC (PIN 381-00-00-0003) had a combination plat done (and recorded) that combined a rear portion of PIN 381-01-04-0022 (The Gun Store) to PIN 381-00-00-0003 (White Oak Forest, LLC), which accomplished the contiguity needed to proceed with the annexation requests of the Warden Station tracts.

The smaller outparcels that are identified as the commercial tracts initially intended to be annexed as Highway Commercial; however, the requests were amended to be included in the overall Planned Development. The requests were also re-advertised to be included in the PD.

The proposed PD will also be bound by a Development Agreement; also considered for First Reading as a separate item on this agenda. A draft of the proposed agreement is included in the packet.

**Warden Station PD – Intent and Purpose**

Per the applicant's *updated* PD Narrative, the intent of the Planned Development is to provide for large-scale, quality development projects (3 acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.

**Public Benefits/Enhancements (refer to PD Narrative for specific details):**

1. A direct, internal road network (Spine Rd)
2. Enhancement fees for Sanitation, Public Safety, Parks & Recreation, and Planning & Development)
3. Installation of an 8' multipurpose path following the internal spine road
4. Stormwater conveyance and retention facilities

5. 5 roadway improvements (offsite improvements)
6. Conveyance of 500 +/- acres to the City which includes wetlands, uplands, flood zones, for ownership and maintenance by the City of Conway. Improvements include:
  - Four pickleball courts
  - Floodproof playground adequate for the number of children anticipated to utilize playground at project buildout
  - Installation of parking areas for recreational activities
  - Installation of the Wildlife Refuge Trail connection, required per the City's Pathways & Trails plan
11. Installation of License Plate Readers or Cameras at the entrances to the project at the developer's expense
12. Speed control devices in the form of roundabouts in lieu of 3 or 4-way stop signs on the spine road

### **Project / Request Overview:**

The total acreage, including the parcels that were not part of the original request, is approx. 1,765 (+/-) acres.

The proposed PD will contain a mixture of single-family detached dwellings, single-family attached dwellings, townhomes, multifamily units, and commercial outparcels.

The total number for each type of dwelling unit includes the following:

- **1,380** single-family detached (Tracts D, F, G, H, I, and J)
- **1,018** single-family attached (townhomes);
- **920** multifamily units (Tracts A, C, E, L, M, and N)

The Master Site Plan Summary table in the PD narrative shows a total residential unit number of 3,318. The applicant would also like to be able to shift densities between tracts / areas with like uses.

Commercial uses are planned for Tracts B, O, P, Q, R, S, and T, and are identified as Commercial Type 1, Type 2, or Type 3.

### **Wetlands / Flood Zones**

The largest portion of the PD (PINs 403-00-00-0002, 403-00-00-0001, and 380-00-00-0038), which is approx. 1,668 acres (+/-), contains 714.3 +/- acres of wetlands, per an ACOE preliminary jurisdictional determination (PJD) letter dated January 6, 2021. Also contained on the subject parcels is 107,688 LF +/- of non-wetland waters. A Wetland Assessment Report was provided, dated June 21, 2023, for an approximate 165-acre portion of this PIN (located closer to the Hwy 701 portion of the property), that shows this portion of the property contains 126 +/- acres of wetlands, which appears to be a slight reduction in the overall wetlands for the subject property.

PIN 403-00-00-0022 (TMS 160-00-01-0004), referred to as the Richardson Tract and containing 72.8 +/- acres, provided a delineation concurrence exhibit map showing 9.52 +/- acres of wetlands and linear non-aquatic resources. This tract is part of the main PD that will contain a majority of the residential dwellings.

For properties closer to or at the intersection of Pitch Landing Rd and Hwy 701 S (including PIN's 381-00-00-0003, -0006, -0009, and -001), ACOE provided a letter dated March 5, 2023, stating that these properties do not contain aquatic resources subject to regulatory jurisdiction. The map provided as an exhibit to the letter shows that 0.25 +/- acres is a non-aquatic resource (pond).

Additionally, approx. 507 acres of the largest tract is located within the AE flood zone. The wetlands and the flood zone overlap in some areas (as seen on the site plan for the project). There is also a portion of a floodway on this property, as shown on the master site plan and flood zone overlay exhibits.

### **Current Zoning of Property**

PINs 403-00-00-0001, 403-00-00-0002, 380-00-00-0038, and 403-00-00-0022, which make up a majority of the proposed PD (1,740 +/- acres), is currently zoned Horry County Commercial Forest Agriculture (CFA).

*Per Horry County's Zoning Ordinance, Section 201 – Districts Intent Statements, the CFA district is intended to be reserved and utilized for agriculture, forestry, residential, commercial, social, cultural, recreational, and religious uses.*

PINs 381-08-04-0009 and -0010 (4.3 acres) are also zoned Horry County CFA.

PIN 381-08-01-0006 (5.26 acres) is zoned Horry County Community Retail Services (RE2).

*Per Horry County's Zoning Ordinance, Art. 2 – Established Districts, Sec. 201 – Districts Intent Statements, the RE2 district is intended to provide opportunities to locate and develop businesses primarily engaged in the sale, rental, and provision of goods or merchandise for personal or household use. Uses within this district are generally located outside or on the edge of established residential developments along transportation corridors providing easy access to established business. Uses permitted in this district may be freestanding or located in minor retail centers with out-parcel development. Uses permitted in this district are intended to not impair existing or future residential development.*

PIN 381-00-00-0003 (12.56 acres) is zoned Horry County Highway Commercial (HC).

*Per Horry County's Zoning Ordinance, Art. 2 – Established Districts, Sec. 201 – Districts Intent Statements, the HC district is intended to establish and appropriate land reserved for general business purposes and with particular consideration for the automobile-oriented commercial development existing or proposed along the county's roadways. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service, amusement, entertainment,*



*and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial or other uses capable of adversely affecting the basic commercial character of the district.*

### **Requesting Zoning of Property Upon Annexation into the City of Conway**

The requested zoning designation upon annexation is (City of Conway) Planned Development (PD) District. Per *Section 3.3.2 – Planned Development (PD) District*, of the UDO, *the intent of the PD District is to provide for large-scale, quality development projects (3 acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.*

Planned Developments are also subject to the Design Standards contained within *Article 6 – Design Standards*, of the City’s *Unified Development Ordinance (UDO)*.

### **Water / Sewer Availability**

This project is outside of the City’s utility service area. Sewer would be provided via GSWSA and water would be provided via Bucksport Water Systems.

### **COMPREHENSIVE PLAN:**

This property is not currently identified on the City’s Future Land Use Map of the Comprehensive Plan. It is identified on Horry County’s Imagine 2040 Comprehensive Plan as 3 future land uses: Scenic and Conservation Areas, Rural, and Rural Communities.

The county’s current Comprehensive Plan was adopted in 2019. 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 held in May 2018. Framework for the future land use map included development trends, existing land use, planned infrastructure, natural assets, priority conservation areas, and environmental constraints.

Below are brief descriptions for each future land use from the county’s Imagine 2040 Comprehensive Plan describing each future land use (complete descriptions provided in packet as excerpts from the Imagine 2040 Comp Plan):

*Scenic and Conservation Areas: applied to areas of the county that scored exceptionally high on the environmental analysis and/or received strong recommendation from the community for future conservation. Estuarine and forested wetlands, and agricultural lands are examples of Scenic and Conservation. While not off limits to development, policy guidance is clear; in cases where more site-specific information is available to show that a property or a portion of a property is not environmentally constrained, that information may be presented...to be considered for uses other than those defined. (taken from Horry County PC Decision Memo re: future land use amendment for property in same area as the subject property).*

*Rural*: applied to areas of the county with prime agricultural soils, extensive farm and timberlands, as well as natural resources and scenic views. These areas scored high in terms of soil and land cover data, have associated rural area management plans, and/or received feedback from the community for future preservation as a rural land use. Policy guidance suggests the county protect active agricultural and forestry operations, farmland and erodible soils in the rural areas by minimizing residential subdivisions, but also consider such things as rural tourism and a potential density transfer program (*taken from Horry County PC Decision Memo re: future land use amendment for property in same area as the subject property*).

*Rural Communities*: would allow for lots sizes of 14,500 sq. ft. or with a max of 3 net units per acre. It would also allow for lot sizes as small as 10,000 sq. ft. in certain zoning districts if sustainable development criteria are used to preserve substantial open space and natural features, utilize buffers for screening from roadways and adjacent properties, avoid natural hazards, and not impeded on adjacent farming operations.

### **Development Schedule**

The Development Agreement (DA) proposed allows the length of the initial agreement to be for a period of 20 years, which is based on the highland acreage of the project. The DA may be extended for up to three (3), five (5) year increments; provided that the developer is not determined to be in default of the agreement.

Per the PD narrative, subject to the current market demands, the developer anticipates a period of approx. 18 months from approval of the PD for design and permitting, and an additional 12 months from the date of issuance of permits and approval for installation of required infrastructure. One-fifth of the project to be completed in 5 years from approval of the PD, and an additional one-fifth of project to be completed in each subsequent 5-year periods.

The timing for completion of the project is approx. 25 years for full buildout.

**Permitted Uses in Current County Zoning Districts** (refer to proposed PD narrative / ordinance for a list of proposed uses)

PIN / Location of Property	Current Zoning District (Horry County)	Permitted / Conditional uses in Current <i>County</i> Zoning District
PIN's 380-00-00-0038; 403-00-00-0001; -0002; -0022 (Pitch Landing Rd, Hwy 701 S, & Blaze Trail)	Commercial Forest Agriculture (CFA)	<p><u>Residential</u>: manufactured homes; single-family detached dwellings (site built); townhomes; multiple homes on a single parcel</p> <p><u>Lodging &amp; Transient Accommodations</u>: bed &amp; breakfasts; non-profit/religious centers; group homes; RV's as temp. living accommodations</p> <p><u>Animal Facilities</u>: fishery/hatchery; animal services; livestock/agricultural, auction facility; commercial agricultural facility; animal raising facility</p> <p><u>Agricultural</u>: commercial crop production; horticulture farm; product processing; beer, wine &amp; spirit production, tastings, and retail sales of related merchandise</p> <p><u>Storage uses</u>: accessory outdoor storage</p> <p><u>Repair &amp; Service uses</u>: vehicle &amp; equipment repairs; boat service; repair services</p> <p><u>Outdoor Amusement Commercial (limited)</u>: golf course; firearm &amp; sports facilities</p> <p><u>Transportation uses</u>: residential subdivision airparks; commercial marina, fishing &amp; shipping facility; railroad depot; water transportation service (not casino boats)</p> <p><u>Medical uses</u>: medical offices and clinics</p> <p><u>Professional uses</u>: banks, beauty salons, commercial cemeteries/mausoleums; community/personal services; laundromat; offices (i.e. admin., business, general, etc.); therapeutic massage</p> <p><u>Industrial uses</u>: trade shops; warehouse</p> <p><u>Retail uses</u>: bait &amp; tackle; grocery stores; retail; lawn &amp; garden, etc.</p> <p><u>High Bulk Retail uses</u>: bulk landscape material supplier; hardware store; bottled gas dealer (less than 1,000 gallons)</p> <p><u>Other Commercial uses</u>: ATM &amp; ice vending machines; commercial centers; gas stations; mini-warehouse/self-storage; restaurants/bars</p>



PIN 381-00-00-0003 (intersection of Pitch Landing Rd & Hwy 701)	Highway Commercial (HC)	<p><u>Residential uses:</u> single-family detached dwellings</p> <p><u>Lodging &amp; Transient Accommodation uses:</u> bed &amp; breakfasts; hotel/motel; campers/RV's as temp. living accommodations; group homes</p> <p><u>Agricultural uses:</u> commercial crop production; horticulture farm; produce stand; beer, wine &amp; spirit production, tastings, and retail sales of related merchandise</p> <p><u>Storage uses:</u> automobile storage, including tow yards; accessory outdoor storage; outdoor storage; boat storage</p> <p><u>Sales &amp; Rental uses:</u> vehicle, equipment manufactured home, &amp; building sales/rentals; outdoor sales/rental; boat sales/rental</p> <p><u>Repair &amp; Service uses:</u> vehicle &amp; equipment repairs; boat service; repair services; car wash</p> <p><u>Indoor Amusement uses:</u> indoor amusement (general); adult entertainment; auditorium/theater; event center</p> <p><u>Outdoor Amusement uses:</u> batting cages; paintball facility; golf amusements (driving ranges, miniature golf); golf course; family fun parks (temporary); sports facility</p> <p><u>Transportation uses:</u> taxi, limousine &amp; ground transportation vehicles; railroad depot (passengers &amp; freight)</p> <p><u>Medical uses:</u> counseling facilities that distribute prescription medication onsite; psychiatric hospitals; healthcare facilities (excluding standalone psychiatric facilities); outpatient drug &amp; alcohol addiction treatment clinic; assisted living facilities</p> <p><u>Professional uses:</u> banks/savings &amp; loans, barber/beauty shop/salons; commercial cemeteries &amp; mausoleums; community &amp; personal services; fitness centers / health spas; laundromat, coin operated / dry cleaners store &amp; pick up station (<i>excluding industrial launderer</i>); motion picture production studio &amp; allied services; office uses (i.e. administrative, business, general purpose, professional); therapeutic massage</p> <p><u>Industrial uses:</u> manufacturing of precision instruments; salvage yards; trade shops (includes contractors office); warehouse</p> <p><u>Retail uses:</u> bait &amp; tackle shops; grocery stores; retail; lawn/garden nurseries</p> <p><u>High Bulk Retail uses:</u> bulk landscape material supplier; hardware stores; high bulk retail stores; LP Gas (bottled gas dealer) dealer less than 1,000 gallons</p> <p><u>Other Commercial uses:</u> ATM &amp; ice vending machines (free-standing); commercial center; gas stations; mini-warehouse/self-storage; restaurants/bars</p>
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		<u>Institutional uses:</u> civic/fraternal/social associations; schools (private); specialty schools
PIN 381-08-01-0006 (Hwy 701 S, Pitch Landing Rd, & Wildair Circle)	Community Retail Services (RE2)	<u>Residential uses:</u> Multifamily dwellings; Quadraplex dwellings; townhomes <u>Lodging &amp; Transient Accommodation uses:</u> hotel/motel <u>Animal Facility uses:</u> animal services <u>Repair &amp; Service uses:</u> repair services; car wash <u>Indoor Amusement uses:</u> auditorium/theater <u>Medical uses:</u> medical offices & clinics <u>Professional uses:</u> banks/savings & loan; barber shops/beauty salons; commercial cemeteries / mausoleums; community & personal services; laundromats, coin operated / dry cleaners store & pick up station ( <i>excluding industrial launderers</i> ); office uses (administrative, business, general purpose, professional); therapeutic massage <u>Retail uses:</u> bait & tackle shops; grocery stores; retail <u>High Bulk Retail uses:</u> LP Gas (bottled gas) dealer less than 1,000 gallons <u>Other Commercial uses:</u> ATM & ice vending machines (freestanding); commercial centers; gas stations; restaurants/bars <u>Institutional uses:</u> civic/fraternal/social associations; specialty schools
PIN 381-08-04-0009 & - 0010 (Hwy 701 S)	Commercial Forest Agriculture (CFA)	<i>See list previously provided</i>

## **PREVIOUS PLANNING COMMISSION MEETINGS:**

**May 4<sup>th</sup> Planning Commission:** The first public hearing was scheduled for the May 4<sup>th</sup> Planning Commission meeting. However, the applicants requested deferral to the July PC meeting, and the agenda for the May meeting stated the requests had been deferred. Therefore, the public hearing was *not* held. There was public input at the end of the PC agenda, where several people spoke in opposition to the requests. The concerns raised included:

- Issues with contiguity
- Strain on city services
- Traffic concerns
- Lack of needed infrastructure
- Strain on affordable housing
- Cost of the development to the city
- Comments made during a request on East Cox Ferry annexation discussion a few months prior compared to now
- Concerns with having a gas station across the street from a residence

**July 13<sup>th</sup> Planning Commission:** A public hearing on the requests was held at the July 13 meeting. The conference room of the building was at capacity, with several people outside waiting to come inside. An estimate of the number of people present to speak at the meeting is approx. 60-70 people. All those who spoke were in opposition to the request. Their concerns included:

- Existing and future traffic on Highway 701 South and surrounding roadways
- Strain on emergency services
- Lack of water / sewer facilities
- Capacity of public schools in area
- Higher taxes on surrounding residents as a result of development of the property
- Stormwater runoff
- Distance from residences immediately adjacent to property
- Uncontrolled growth
- Concern with area becoming like Carolina Forest
- Flooding of surrounding properties as a result of this development
- Tree removals
- Destruction of forestland and animal habitats
- Lack of hospitals on the west side of the Waccamaw
- Multifamily and townhouse dwellings – too dense for area
- More cookie-cutter developments

Staff recommended that the request be deferred to the August 3<sup>rd</sup> meeting, in order to give staff and Planning Commission time to review updated documents submitted the day before the meeting. Planning Commission voted to defer the request.



**August 3<sup>rd</sup> Planning Commission:** The applicant's requested that the item be deferred to the September 7<sup>th</sup> Planning Commission meeting, in order to address some of the outstanding comments.

**September 7<sup>th</sup> Planning Commission:** Planning Commission recommended approval of annexing the property known as the Warden Station as a Planned Development (PD), with staff's recommendations or requested revisions. The motion passed with 2 members voting no.

**CITY COUNCIL:**

**September 18, 2023:** City Council held the second public hearing on the proposed development agreement for the Warden Station PD. Council deferred First Reading on both the annexation and development agreement in order to hold a workshop to discuss the requests in further detail.

**October 16, 2023:** City Council held a workshop on the annexation/rezoning and the development agreement. Stormwater concerns, traffic improvements, and enhancement fee amounts were discussed. The applicant was asked to provide additional stormwater information and Council requested another workshop at the November 20<sup>th</sup> mtg. to discuss the request.

**November 20, 2023:** City Council held another workshop to discuss the requests (annexation (PD) and the DA). Staff discussed the cost-benefit analysis and the information they were able to obtain from the contact at Coastal Carolina University (Rob Salvino), including the timeline for reviewing and assisting with the analysis, and how it would be best to determine the enhancement fees. The stormwater information that had been provided was also discussed. The applicant requested that the annexation/rezoning request and the development agreement move forward for first reading at the next council meeting.

**December 4, 2023:** Council approved first reading of Ord. #ZA2023-10-02 (B).

**STAFF RECOMMENDATION:**

Approve **Final Reading of Ordinance #ZA2023-10-02 (B)**; subject to all comments made by staff / TRC being addressed.

**Attachments:**

Traffic Impact Study (excerpts);  
(clean) PD Narrative & Exhibits;  
Outstanding TRC comments;  
Other information as relevant to request

**ORDINANCE #ZA2023-10-02 (B)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 1,765 +/- ACRES OF PROPERTY LOCATED ON / NEAR THE INTERSECTION OF US HWY 701 S. & PITCH LANDING RD; US HWY 701 S., PITCH LANDING RD & WILDAIR CIRCLE; AND US HWY 701 S., PITCH LANDING RD, AND BLAZE TRAIL (PIN'S 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), AND REQUEST TO REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC), COMMUNITY & RETAIL SERVICES (RE2), AND COMMERCIAL FOREST AGRICULTURE (CFA) DISTRICTS TO THE CITY OF CONWAY PLANNED DEVELOPMENT (PD) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 1,765 +/- (total) acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 1,765 +/- (total) acres, located on/near the intersection of US Hwy 701 S. & Pitch Landing Rd; US Hwy 701 S., Pitch Landing Rd, & Wildair Circle, and US Hwy 701 S., Pitch Landing Rd & Blaze Trail (PIN'S 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Community & Retail Services (RE2), and Commercial Forest Agriculture (CFA) districts to the City of Conway Planned Development (PD) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property. For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin Jordan, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
Julie Hardwick, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_





A written project description of

**WARDEN STATION  
PLANNED DEVELOPMENT  
DISTRICT (PD District)**

**April 5, 2023**

**Latest Revision: December 23, 2023**

Prepared by:

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And

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- (I) Existing Conditions – (a) Boundary Survey, (b) Wetlands and Topography, (c) Downstream Analysis, (d) Aerial, and (e) Existing Zoning.
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#### **Appendix D:** Project Traffic Report

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#### **Appendix G:** Design Modifications Approved as part of PD

## SECTION 1: PURPOSE AND INTENT STATEMENT

The intent of the Planned Development District (PD District) is to provide for large-scale, quality development projects (three acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments. More specifically, the intent of the PD District is to permit:

- A. Flexibility in design to take the greatest advantage of natural land, trees, historical and other features;
- B. Accumulation of large areas of usable open space for recreation, preservation of natural amenities, and provision of community facilities;
- C. Creation of a variety of residential and compatible neighborhood arrangements that give the home occupant greater choice in selecting types of environment and living units;
- D. Clustering of one residential type for better use of the land and open space;
- E. Allowance of sufficient freedom for the developer to take a creative approach to the use of land and related physical development, as well as utilizing innovative techniques to enhance visual character of the city;
- F. Efficient use of land which may result in reduction in development and maintenance cost of street and utility systems;
- G. Simplification of the procedure for obtaining approval of proposed development through simultaneous review by the city of proposed land use, site consideration, lot and setback consideration, public needs and requirements, and health and safety factors [*City of Conway Unified Development Ordinance Adopted December 12, 2011*].

The real property that is the subject of this PD District consist of approximately One Thousand Seven Hundred Sixty-Five and 22/100 (1,765.22) Acres, more or less (the “**Subject Parcels**”). The Subject Parcels are located within the Conway and Bucksport Sections of Horry County, but outside of the jurisdiction of the City of Conway, bounded generally by U.S. Highway 701 to the East, Pitch Landing Road to the North, Kinlaw Lane to the South and Bear Creek to the West. Simultaneously with the adoption of this PD District, the Subject Parcels will be annexed into the City of Conway, by separate petition for annexation (the “**Annexation Agreement**”), and will be subjected to the terms of a separate development agreement between BRD Land & Investment Management, LLC, a North Carolina limited liability company (the “**Developer**”), with a joinder from each of the property owners of the Subject Parcels, their respective successors and assigns



and the City of Conway (the “**Development Agreement**”), which Development Agreement will also be adopted simultaneously with the adoption of this PD District. For purposes of this PD District, each property owner within the PD District shall be considered a “Developer”. The Subject Parcels are generally located Southwest of the intersection of U.S. Highway 701 and Pitch Landing Road.

Pursuant to the terms of the Development Agreement and the requirements of the City’s Unified Development Ordinance (the “**City’s UDO**”), public benefit is not required under the City’s UDO as a part of the PD District, the Developer, and its successors and assigns, have nevertheless agreed to provide certain public benefits, which are as follows:

1. The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees for the purpose of enhancing City services (collectively the “**Enhancement Fees**”) in an amount equal to Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars per single family detached Residential Unit (whether subdivided, condominium, or in-common); Four Thousand Twenty Five and No/100 (\$4,025.00) Dollars per single family attached Residential Unit, which includes duplexes (2 attached units) and townhomes (3 to 8 attached units) (whether subdivided, condominium or in-common); and Two Thousand Eight Hundred Seventy Five and No/100 (\$2,875.00) per multi-family Residential Unit (whether condominium or in-common), each of which shall be payable at the time of building permit application. Developer further agrees that each of the above Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2025, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics (“**CPI**”) between the beginning and end of the most recent calendar year; or (ii) Five (5%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City’s on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:

- (A) **One Time Transportation Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, on or before the date on which a land disturbance permit is issued by the City for the Spine Road, as defined below, a one-time, lump sum transportation enhancement fee (the “**Transportation Enhancement Fee**”) in an amount equal to \$250,000.00, which Transportation Enhancement Fee may be used by the City, in its sole discretion, for expenses reasonably related to transportation and transportation improvements within the City.

- (B) The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 100', including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100' in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60', and the roadway improvements thereon (the "*Spine Road*"), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be issued a certificate of occupancy within such respective subdivision until such portion of the Spine Road has been completed. Notwithstanding any other provision herein, the Developer shall install, as a part of the initial Spine Road installation, not less than Two (2) lanes on one side of the proposed divided median, along the entire corridor of the Spine Road, which Two (2) lanes shall be operated in opposite traffic flow directions prior the date on which the Spine Road is complete, which Two (2) lanes will insure that the PD will have not less than Two (2) means of access on or before the recording of the first final plat for any subdivision within the PD.
- (C) The installation of a multi-purpose path of 8' in width on one side of the internal Spine Road, and a 5' sidewalk on the opposite side of the road, following the internal Spine Road, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path or sidewalk is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-purpose path and/or shall be bonded for completion, in accordance with the bonding requirements of the City. The installation of this path must be in accordance with the City's Pathway's and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.
- (D) As a requirement, the installation of at least One (1) new sewer pump station on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on

the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Bucksport Water System, Inc. (“**Bucksport Water**”), or such other agency then providing sanitary sewer service to the Subject Parcels.

- (E) Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City’s Stormwater Ordinance that is in effect at the time of plan submittal.
- (F) The installation of roadway improvements to Five (5) separate roadway intersections, Three (3) existing roadway intersections, and Two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the terms of the Development Agreement. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may (i) acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements and provide access to the Developer for the installation of such improvements, provided that the Developer shall be obligated to reimburse the City for the costs of such right-of-way acquisition, not to exceed the appraised value, within 90 days of such acquisition, or, (ii) in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer’s estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the City, in satisfaction of Developer and/or the Project’s obligations with regards to such roadway intersection improvements lying outside of the existing right-of-way, with the City then having the right, but not the obligation, of installing such roadway intersection improvements outside of the existing right-of-way, at a time and under the conditions as determined by the City to be reasonable. Subject to the above condition with regard to additional required right-of-way, the respective roadway intersections must be completed in accordance with the roadway intersection improvement table attached at the end of this Section 1. The intent of this provision is to insure that either (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements outside of the



existing right-of-way have been paid to the City by the Developer, to the extent not previously completed by Developer as a result of the City's decision not to acquire additional right-of-way, with the future installation of such roadway intersection improvements being solely within the discretion of the City, in either event such roadway intersection improvements shall be deemed completed, or bonded for completion if such roadway intersection improvements are required of Developer, on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.

- (G) Conveyance to the City of approximately 500 acres of real property, shown and delineated on the Master Site Plan (the “*City Recreation Acreage*”), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit IV, which City Recreation Acreage may be conveyed in one or more parcels, each conveyed on the date that is not later than the Third (3<sup>rd</sup>) anniversary of the recording of this Agreement. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, Developer shall have completed, or caused to be completed, the following improvements, each to be shown on the Open Space Plan:

- (i) Installation of not less than Four (4) pickle ball courts;
- (ii) Installation of a floodproof playground, materially comparable in size, equipment and other improvements to the existing Collins Park, owned by the City;
- (iii) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
- (iv) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD, without regards to the conveyance of such City Recreation Acreage to the City.
- (v) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to an obligation of record, including any required easements, which requires Developer to maintain the structural elements and capacity of such stormwater lakes and ponds at the sole cost and expense of Developer, or one or more Owners Associations. Notwithstanding this

provision, the general mowing and upkeep of the bank areas of any stormwater lakes and ponds, or any recreational structures installed by the City in such stormwater lakes and ponds shall be maintained by the City in keeping with the City's maintenance of other recreational facilities within the City.

(vi) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City's standard procedures for bonds and financial guarantees.

- (H) Installation of a Wildlife Refuge Trail connection, in accordance with the City's Pathway's and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction, Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage. This Wildlife Refuge Trail connection shall be completed or bonded for completion, on or before the date on which the Developer has completed the improvements within the City Recreation Acreage.
- (I) Tree Preservation. Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey in accordance with the City's tree ordinance, shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved.
- (J) Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras, which capture identification of each vehicle entering the PD. The ongoing costs of such cameras, which costs shall be paid by Developer, or, any Owners Association to which Developer assigns the rights and obligations of maintenance, and which costs per camera are to be determined at the time of acquisition, shall include both acquisition costs and monthly cellular fees, if any.
- (K) Developer shall install speed control devices along the Spine Road, in the form of traffic circles, in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.

The proposed Perimeter Road and Southern Evacuation Lifeline, if funded and implemented, will not be materially impacted or interfered with by development of the PD. Background growth in the area may require roadway and municipal facility improvements. Phase 1 construction (phasing density) is scheduled to occur in 2028. Phase 2 construction (phasing density) in 2031; and Phase 3 construction (phasing density) in 2035.

2. It is the specific intent of this PD document (“**PD Document**” or “**PD District Document**”) approved by the City on or about the [REDACTED] day of [REDACTED], 2024, to create and maintain an interconnected pedestrian and active lifestyle driven residential community which includes a variety of single family areas, a limited number of commercial areas, open spaces, common areas, and amenities, including parks, recreational and passive spaces, which are together referred to as “**Warden Station PD District**” (the “**Project**”), in accordance with the City’s UDO, which are specifically addressed as follows:

- (A) The proposed land uses within the PD are a combination of various residential uses consisting of approximately 1,628.57 Acres, including single family detached homes, single family subdivided attached homes ranging from Two (2) unit duplexes to townhomes of Three (3) to Eight (8) homes per individual building, mid-rise multi-family condominiums, mid-rise multi-family apartments, and mid-rise multi-family apartments with elevators, which, dependent upon the product, may be offered for sale or rent, or a combination of both, together with those amenities and recreational facilities as set forth herein. The commercial component of the PD consists of approximately 136.76 Acres, which may include many different commercial uses which would typically be associated with a development of this scale, such uses being set forth herein. The proposed land uses for the Project were selected in an effort to compliment and blend with the existing surrounding uses, while exemplifying the primary components of the active lifestyle market for both families and retirees. The proposed gross and net densities for the PD are set forth on the Master Site Plan Summary Table below.
- (B) Connections between the PD and the surrounding roadways are designed to enhance both the interconnectivity and the usability of U.S. Highway 701, Pitch Landing Road and Kinlaw Lane and to allow residents to safely travel along the interior of the Project from neighborhood to neighborhood with minimal impact to adjoining neighborhoods outside of the PD.



- (C) Pathways adjacent to public rights-of-way, and pedestrian and bicycle connections reflected on the Master Plan to be constructed within the PD provide for safe and accessible travel for pedestrians and bicycles.
- (D) The variety of housing products provided within the PD are intended to appeal to single adults, working families, pre-retirees, early retirees and late in life retirees by providing opportunities for home ownership at a variety of price points.
- (E) Streets follow the City's design standards, except to the extent revised standards are included within the PD District Appendices, reflecting a revised design standard, and where varied, consist of wider green space, and multi-purpose paths, rather than additional asphalt. Build-out demand considerations have been incorporated in the initial project design, including exterior connections from the PD to existing public roadways to avoid constricting traffic flow. Notwithstanding the above requirements, Developer and the City acknowledge and agree that the right-of-way of Kinlaw Lane, and the existing portion of Blaze Trail (driveway) do not comply with the City's design standards. To the extent improvements are required by the City to Kinlaw Lane, and/or Blaze Trail, Developer will reserve and dedicate any additional right-of-way from the Subject Parcels, at no additional cost to the City, for the City to make such improvements, at the City's expense, and at the time the City deems such improvements appropriate.
- (F) The PD incorporates both water, open space and passive amenities, among the Subject Parcels, that may include, at the election of the Developer with regards to each individual parcel, swimming pool, neighborhood clubhouse, docks, shelters and open air gazebos to encourage resident's maximization of outdoor spaces, and these improvements, to the extent included in any individual parcel, shall be for the benefit of one or more individual neighborhoods within the PD, and not as a master amenity for the benefit of the entire PD, and set forth on the Master Site Plan. Site design has been guided, and actual construction will be guided by an effort to maintain key trees and environmentally sensitive areas, to meet all regulatory requirements. All stormwater will be designed to meet or exceed the standards within the City's Stormwater Ordinance that is in effect at the time of plan submittal.

All development within this Project will be regulated by the terms of the master site plan, approved ordinance, the City's UDO, the Development Agreement, and other applicable codes and

ordinances of the City of Conway. *The definitions applicable throughout this Document are set forth in Article 2 of the City of Conway Unified Development Ordinance.*

[SEE ROADWAY INTERSECTION IMPROVEMENT TABLE BELOW]

#### ROADWAY INTERSECTION IMPROVEMENT TABLE

<u>Intersection</u>	<u>Roadways</u>	<u>Anticipated City ROW Acquisition</u>	<u>Tracts Served</u>	<u>Date for completion</u>

#### SECTION 2: LEGAL DESCRIPTION

The Subject Parcels are described as all of those certain pieces, parcels or tracts of land lying and situate near the City of Conway, Horry County, South Carolina, and being more particularly depicted on **Appendix A** (i) attached hereto.

#### SECTION 3: PROJECT DEVELOPER AND TITLE

The Project title of this development is “***Warden Station PD***”, although the Project may be branded among various neighborhoods within the Project following the approval of this PD by the City. The developer for the Project is BRD Land & Investment Management, LLC. The term “**Developer**” throughout this Document will include all subsidiaries and affiliates of BRD Land & Investment Management, LLC, and the term will also include any of its successors in interest or successors in title and/or assigns by virtue of assignment or other instrument.

#### SECTION 4: MASTER SITE PLAN

Appendix A of this Document, attachment hereto, contains the PD Documentation, and the Twelve (12) different neighborhoods, together with the commercial parcels located on each side of the Spine Road, within the Project (“**Master Site Plan**”). The Master Site Plan shall be binding on the Subject Parcels and any materially major departure, other than as set forth in Section 6 and Section 12 below, shall be authorized by amendment only. The controlling Master Site Plan shall negate any contradiction between the Master Site Plan and any other plan, and this PD Document.

- A. This Project will ultimately include Nineteen (19) phases, including Twelve (12) phases of residential product, and Seven (7) phases of commercial product, together with amenity areas, park and open space areas, and each of such components may be developed at various times relative to the residential development and commercial development portion of the PD, any one of which may be further developed in sub-phases, and any of which may be developed in any particular order, with all homes remaining under ownership of the Developer, its successors and assigns, until such time as a final plat approved by the City may be recorded in the public records of Horry County, South Carolina. Although the timing of completion of any particular Phase of the PD is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design, and permitting, and additional period of approximately Twelve (12) months from the issuance of permits and approvals for the installation of initial required infrastructure, and that approximately One-Fifth of the Project would be complete within Five (5) years of approval of the PD, with an additional One-Fifth of the Project being completed in each of the subsequent Five (5) year periods, with a projected build-out period for the Project of Twenty Five (25) years. A general description of each Phase of the Project is set forth in the Tables included herein. The relevant infrastructure necessary for development of the individual Phases of the PD, including water, sewer, drainage and other supporting utilities and other improvements will be installed in accordance with construction plans to be approved by and in accordance with the requirements as per City departmental reviews.

[SEE MASTER SITE PLAN SUMMARY TABLE ON FOLLOWING PAGE]



## MASTER SITE PLAN SUMMARY TABLE

Tract / Area	Acreage	Permitted Use	Lots/Units	Density Gross/Net (units/acre)	Other
A	40.47	Attached Single Family; Multifamily	246 lots/units	6.08/7.11	Notes 1; 2
B	10.72	Commercial (Type 3)	-		Note 6
C	21.66	Attached Single Family; Multifamily	104 lots/units	4.80/6.73	Notes 1; 2
D	56.84	Detached Single Family	135 lots	2.38/3.01	Note 1
E	50.94	Attached Single Family; Multifamily	406 lots/units	8.01/8.67	Notes 1; 2
F	128.54	Detached Single Family	302 lots	2.35/2.76	Note 1
G	178.76	Detached Single Family	341 lots	1.91/2.58	Note 1
H	232.97	Detached Single Family	321 lots	1.38/2.81	Note 1
I	153.20	Detached Single Family	91 lots	0.59/2.28	Note 1
J	85.78	Detached Single Family	190 lots	2.16/2.56	Note 1
K	552.34	Master Open Space/City Recreational Acreage			
L	27.82	Multifamily	480 units	17.25/27.25	Notes 1; 2
M	34.81	Multifamily	440 units	12.64/24.82	Notes 1; 2
N	64.46	Attached Single Family; Multifamily	260 lots/units	4.03/7.84	Notes 1; 2
O	23.47	Commercial (Type 2)			Note 5
P	66.30	Commercial (Type 1)			Note 4
Q	14.14	Commercial (Type 1)			Note 4
R	4.30	Commercial (Type 1)			Note 4
S	5.26	Commercial (Type 2)			Note 5
T	12.56	Commercial (Type 1)			
<b>Totals</b>		<b>Residential Area 1,628.46 AC Commercial Area 136.76 AC</b>	<b>3,316 lots/units</b>	Total Gross/Net Density 2.04/4.18	

### Notes to Master Site Plan Summary Table:

- Density may be shifted between residential tracts/areas with like uses (*i.e.* single-family detached to single-family detached) and may be considered a “minor” amendment to the PD, provided that the overall (total) density is not increased and remains constant, applicable to Tracts A, C, D, E, F, G, H, I, J, L, M and N.
- Attached Single Family/Multifamily tracts/areas may be developed in-common. Development Standards for in-common development may differ from fee-simple development, applicable to Tracts A, C, E, L, M and N.
- Refer to Table 2 in the PD document for dimensional standards applicable to all Tracts.
- Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) district, per the City of Conway’s Unified Development Ordinance (UDO) shall be permitted on tracts/areas identified as Commercial (Type 1), applicable to Tracts P, Q, R and T.

5. Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) / Light Industrial (LI) districts, per the City's UDO, shall be permitted on tracts/areas identified as Commercial (Type 2), applicable to Tracts O and S, provided that Tract O may be used only for outdoor recreation and/or storage.
6. Unless otherwise specified in the PD, all uses permitted in the Neighborhood Commercial (NC) and Conservation Preservation (CP) districts, per the City's UDO, shall be permitted on tracts/areas identified as Commercial (Type 3), applicable to Tract B.
7. For purposes of the PD, single family attached Residential Units shall include Duplexes of Two (2) units, and Townhomes of Three (3) to Eight (8) units, consistent with the definitions in the City's UDO.

## **SECTION 5: DEVELOPMENT DESCRIPTION**

The Project is planned to include a mix of land uses, which together form an integrated active lifestyle community. The Project will be the subject of master covenants, conditions and restrictions, which will apply to the community as a whole, as well as additional covenants, conditions and restrictions which may be applicable only to certain portions of the community (collectively the “**CCRs**”). The CCRs will define the building size, aesthetic style and shared amenities and open spaces of each of the respective neighborhoods within the Project.

The Developer has significant experience in bringing new communities that meet the needs of both the local community and the new residents, throughout the Southeast region of the United States, with a significant concentration of such communities within North Carolina and South Carolina. By being involved in the creation of the new development, the Developer is able to insure the desires of future homebuyers are incorporated in the initial land design, and carried through consistently to the completion of the final home. Often in today's market, the Developer is disconnected from the builder's targeted homebuyer, and that disconnect can have a significant impact on the success of the community. For this PD, the Developer has planned the amenities and the product offerings to reflect an active lifestyle to accommodate families, soon to be retirees and retirees. The key word in the phrase “Master Planned Community”, is Community, since success for an active community is dependent upon substantial amenities encouraging an active lifestyle with outdoor activity and interaction among residents. In today's real estate market, communities are typically a collection of one or more neighborhoods, with compatible architectural character, promoting a way of life and diversity with a common purpose. The Project is designed to anticipate a variety of users, and to balance the environment between them.

Neighborhoods are the building blocks of a community. The neighborhood is where we experience our family and friends, it's where life happens, and it's where we tell people we live. Residents are offered a range of options for getting where they want to go rather than having to depend solely on their automobile. Each neighborhood within the PD will offer distinctive product type, to appeal to the needs of a particular targeted resident. The offering of various product types further

encourages the diversity of both residents and their interests. In addition, the covenants, conditions and restrictions for the various neighborhoods within the PD will provide for limitations on certain types of uses that conflict with the target resident for that particular neighborhood. As an example, private restrictions that are not a part of the PD may dictate that a particular neighborhood may be restricted for leases terms of not less than One (1) year, while other neighborhoods are intentionally design to attract the short-term, transition resident, who may be building are anticipating the building of a permanent residence within another area of the PD.

Public spaces are the social heart of communities. Today, modern development has arranged public space into two forms; the first being activity areas for organized leisure activities and sports; and the second being preservation areas such as lakes, wetlands, pocket parks, groves of preserved trees, and drainage channels. The recreational areas are designed to accommodate leisure activities and sports, but also to create places where one can go simply to be outside, enjoy nature and maybe have a picnic. The relationship between leisure and recreation has to be better understood. Leisure is time and experience based, while recreation is activity and space based. One is aesthetically oriented and the other is functionally oriented. While a good community should provide both, the two are not the same, and must be balanced so the needs of the residents are being met in equal proportion. The Project incorporates a significant flood plain area, which contributes to the Developer's efforts to separate uses, provide buffers between neighborhoods, and preserve the flood plain areas and wetlands in order to accommodate any rising water during an historical storm event. Portions of the flood plain area within the PD may be supplemented with docks, recreation lawns and preservation of existing vegetated border areas. Public space and green areas help provide a transition between the various neighborhoods and residences, and provide a sense of movement, and enhances the feeling of being in a distinct place. The interconnection of activities, through the use of pathways, provides opportunities for activities to all residents.

The public spaces, including open space, flood plain areas, jurisdictional and non-jurisdictional wetlands to be conveyed by Developer, its successors and assigns, including the owners of the individual parcels comprising the Subject Parcels, to the City, shall be conveyed in conjunction with the development of the individual Phases, on or before the date on which the development within a particular Phase has been completed. To the extent any area within the PD is, at the time of the development of the Phase in which such area is located, designated as a jurisdictional or non-jurisdictional wetland, or required wetland buffer, then, and only then, will the same be conveyed by Developer to the City, provided, however, that the Developer, its successors and assigns, including the owners of the individual parcels comprising the Subject Parcels, such conveyance shall be subject to reservations of ingress, egress, access and the installation, extension, tie-in, repair, maintenance and replacement of utilities serving the Subject Parcels.



The arterial roadway providing access through the Project from U.S. Highway 701 to Pitch Landing Road, as a spine road, is anticipated to be a variable width public roadway. The interior roadways within the Project, to the extent the same meet with requirements of the City for a public roadway, are also anticipated to be public roadways. Roadways within the Project, in addition to public roadways, may include private roadways, internal drives and other areas within the multi-family areas of the Project where subdivision from a public right-of-way is not required and planned by the Developer. Setbacks and easements will be arranged so as to allow for off-street parking of at least one car in depth for the residences. All water and sewer systems within the Project, upon completion, will be dedicated to one or more of Grand Strand Water & Sewer Authority or Bucksport Water System, Inc. The neighborhoods within the Project may consist of detached single-family lots of varying width, single-family subdivided attached units ranging from Two (2) unit Duplex's to Three (3) to Eight (8) unit townhomes, mid-rise multi-family buildings and many different commercial uses within the commercial areas of the PD. The architectural style of the homes will be consistent and compatible, but will also allow for an identity to be established within each neighborhood by its distinctive elements. Elevated entries, varying rooflines, oversized windows and durable but distinctive roofing materials will be present in each of the neighborhoods, the elements and style of each neighborhood being reflected in the appendixes attached to this PD Document. Structures within the PD will comply with City's Design Standards for residential and non-residential structures are in effect at the time of plan and/or permit submittal.

Single-Family residences may include Detached Single Family, Attached Single-Family ranging from Two (2) unit Duplexes to Three (3) to Eight (8) unit Townhomes per building. Single-Family Attached may be subdivided, or may be in common. To the extent such units are subdivided, each unit shall comply with the subdivision requirements of the City, including, but not limited to the requirement that in order to be subdivided, lots must adjoin (front) a public right-of-way.

Multi-Family residences may include mid-rise condominiums, and mid-rise apartments, not exceeding Four (4) stories, all of which may be offered for sale, for rent or both.

The Commercial areas may include subdivided commercial lots, shopping centers and commercial condominium complexes, combining various uses within a single development.

Architecture, signage design and landscaping are proposed to be controlled with detailed design guidelines, which will be administered by a Subject Parcels under a property owners association ("POA") or homeowners association ("HOA") and/or an architectural review board ("ARB"). Table 1 below identifies the proposed uses for the Subject Parcels within the PD.

[SEE TABLE 1 PROPOSED USES ON FOLLOWING PAGE]

**TABLE 1**  
**PROPOSED USES FOR SUBJECT PARCELS**

<b>Master Plan Tract</b>	<b>Approx. Acres</b>	<b>Proposed Land Use</b>	<b>Product Type</b>	<b>Proposed Density</b>
Tract D	56.84 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	135
Tract F	128.57 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	302
Tract G	178.76 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	341
Tract H	232.80 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	321
Tract I	153.20 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	91
Tract J	88.02 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	190
Tract A*	40.47 AC	Attached Single Family	SF Type C (Min. 28' Lot Width) Attached	246
Tract C*	21.66 AC	Attached Single Family	SF Type B (Min. 38' Lot Width) Attached	104
Tract E*	50.94 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	408
Tract N*	64.43 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	260
Tract L	27.82 AC	Multi-Family	3-4 Story Multi-Family	480
Tract M	34.81 AC	Multi-Family	3-4 Story Multi-Family	440
Tract K**	550.14 AC	Open Space	Recreational Open Space	N/A
Tract B	10.72 AC	Commercial	Type 3 Commercial	161,000 SF Max.
Tract O***	23.47 AC	Commercial	Type 2 Commercial	352,000 SF Max.
Tract P	66.32 AC	Commercial	Type 1 Commercial	995,000 SF Max.
Tract Q	14.13 AC	Commercial	Type 1 Commercial	212,000 SF Max.
Tract R	4.30 AC.	Commercial	Type 1 Commercial	64,000 SF Max.
Tract S	5.26 AC.	Commercial	Type 2 Commercial	79,000 SF Max.
Tract T	12.56 AC.	Commercial	Type 1 Commercial	188,000 SF Max.
<b>TOTAL</b>	<b>1,765.22 AC</b>	<b>Residential</b>		<b>3,318UNITS</b>

\*Tract A, Tract C, Tract E and Tract N each represent Attached Single Family (which includes Duplexes of 2 units and Townhomes of 3-8 units) use at the highest intensity. As to SF Type B, SF Type C and SF Type D Parcels set forth above, which parcels are intended to be interchangeable based upon market conditions, Developer may elect to replace any one of these Three (3) designations with any other of these Three (3) designations by submittal of a minor amendment to the Planning Director for approval.

\*\*Tract K represents acreage to be conveyed to the City by the Developer, in one or more parcels, upon completion of improvements, but not later than the date which is the third anniversary of the final approval of the PD.

\*\*\*Tract O lies primarily within the AE Flood Zone and may be used only for Outdoor Recreation and/or Storage without regard to the allowable uses within Type 2 Commercial.

Table 2 below identified the dimensional standards for each of the proposed uses within the PD District.

**TABLE 2**  
**PROPOSED DIMENSIONAL STANDARDS CHART**

Permitted Uses	Min. Lot Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Setbacks (Feet)				Max. Height* (Applicable in both subdivided & in-common Residential Units)	Impervious Surface **** (Applicable in both subdivided & in-common Residential Units)	Min. Separation of Structures* (Applicable in both subdivided & in-common Residential Units)
				Front	Side	Rear	Corner			
Detached Single Family SF Type "A" **	6,000	60'	100'	20'	5'	15'	10'	35'	80%	10' Wall to Wall
Attached SF Type "B" ***	3,000	38'	84'	20'	0'	20'	10'	35'	75%	20'
Attached SF Type "C" ***	2,300	28'	84'	20'	0'	20'	10'	35'	75%	20'
Attached SF Type "D" ***	1,650	20'	84'	20'	0'	10'	10'	35'	75%	20'
Multi-Family	5,000	50'	150'	15'	10'	10'	10'	52'	75%	20'
Amenities	1,000	N/A	N/A	10'	10'	10'	20'	35'	N/A	10' Wall to Wall
Commercial 1	10,000	50'	125'	30'	20'	20'	20'	42'	75%	20'
Commercial 2	15,000	80'	150'	40'	20'	20'	20'	52'	75%	20'
Commercial 3	7,500	60'	125'	20'	20'	20'	15'	42'	75%	20'
Accessory Structures (All Tracts)	Note below	Note below	Note below	Note below	Note below	Note below	Note below	Note below	Note below	Note below

\*Minimum wall to wall separation for single family homes shall be Ten (10) feet.

\*\*SF Type A Minimum Lot Frontage (in feet) shall be reduced to 40' along curves, and 35' along cul de sac.

\*\*\*SF Type B, SF Type C and SF Type D Minimum Lot Frontage (in feet) shall be reduced to to the greater of (i) 50% of the Minimum Lot Frontage (in feet) otherwise required; or (ii) 20' along curves and along cul de sac.

\*\*\*\* Impervious Surface is determined by the ratio of building roof area together with driveways, patios, pools, etc. not under roof, to total Lot or Tract/Parcel area, as applicable to subdivided or in common development.

Note: SF Type A requires a minimum Lot Width of 60', SF Type B requires a minimum Lot Width of 38', SF Type C requires a minimum Lot Width of 28' and SF Type D requires a minimum Lot Width of 20'. The dimensional standards set forth above as being applicable to Attached SF Type B, Attached SF Type C and Attached SF Type D, including the above minimum Site Area S.F., Lot Width, minimum Lot Depth, shall be applicable only to subdivided lots, and shall not apply to units which are owned in-common, except as specifically noted.

Note: Accessory Structures shall comply with the City UDO at the time of permit submittal.



## SECTION 6: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE PD DISTRICT

Densities. The overall density for the Project through all Phases, as shown on the Master Site Plan, shall not exceed 3,318 total units, and shall not exceed 1,892 detached single-family residential units, 1,648 attached single-family residential units or 920 multi-family residential units, together with the applicable commercial square footage not exceeding the maximum square footage for each Tract set forth in Table 1 above.

### Permitted Uses.

Permitted Uses are as follows:

- (1) Commercial Uses: Commercial may include each of the uses set forth in Table 3 below, the definition of such uses being consistent with the definitions set forth in the City's UDO, or, to the extent not defined in the City's UDO, and classified and designated, for purposes of the PD District, as Type 1 Commercial, Type 2 Commercial or Type 3 Commercial:

**TABLE 3.  
PERMITTED USES IN COMMERCIAL TYPES 1, 2, AND 3 & OPEN  
SPACE/RECREATIONAL USES**

Type 1 Commercial	Type 2 Commercial	Type 3 Commercial	Open Space/Recreational (Tract K)
Tracts / Areas:	Tracts / Areas:	Tracts / Areas:	Tracts / Areas: K
In addition to the uses specified in this Table, all uses permitted in the <b>Highway Commercial (HC)</b> district, shall be a permitted or conditional use on Tracts/Areas identified as Type 1 Commercial on the Master Site Plan.	In addition to the uses specified in this Table, all uses permitted in the <b>Highway Commercial (HC) &amp; Light Industrial (LI)</b> districts shall also be permitted or conditional use on Tracts/Areas identified as Type 2 Commercial on the Master Site Plan.	In addition to the uses specified in this Table, all uses permitted in the <b>Neighborhood Commercial (NC) &amp; Conservation Preservation (CP)</b> districts shall be permitted on Tracts/Areas identified as Type 3 Commercial on the Master Site Plan.	All uses permitted in the <b>Conservation Preservation (CP)</b> district, AND as specified in Table 3 / Master Site Plan
<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>Conservation Area(s)</li> <li>Passive Open Space</li> </ul>	<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>All uses listed under Type 1 Commercial as a Permitted use</li> </ul>	<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>Boat Dock</li> <li>Conservation Area(s)</li> </ul>	

<ul style="list-style-type: none"> <li>• Public Recreational Facilities</li> <li>• Athletic Fields (with or without lights)</li> <li>• Golf Course (with or without lights)</li> <li>• Gymnasiums</li> <li>• Nursing Home</li> <li>• Hospital</li> <li>• Civic Club</li> <li>• Fire/Police station</li> <li>• Educational Facility</li> <li>• Library</li> <li>• Business office (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Chiropractor</li> <li>• Counseling service</li> <li>• Dentist / Orthodontist / Oral Surgeon</li> <li>• Doctor's office</li> <li>• Government office</li> <li>• Barber Shop / Beauty Salon (including Hair/Nail salons)</li> <li>• Dry Cleaner (no drive-thru)</li> <li>• Dance/Fitness Studio</li> <li>• Fitness Center; Athletic Club</li> <li>• Laundromat</li> <li>• Pharmacy</li> <li>• Bakery</li> <li>• Butcher Shop</li> <li>• Convenience Store</li> <li>• Grocery Store</li> <li>• Ice Cream Shop</li> <li>• Specialty Food Store</li> <li>• News Stand</li> </ul>	<ul style="list-style-type: none"> <li>• Conservation Area(s)</li> <li>• Passive Open Space</li> <li>• Public Recreational Facilities</li> <li>• Athletic Fields (with or without lights)</li> <li>• Gymnasiums</li> <li>• Agricultural Crop</li> <li>• Tree Farms &amp; Silviculture</li> <li>• Skating Rinks</li> <li>• Fire / Police Station</li> <li>• Vocational, Trade School</li> <li>• Business Offices (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Charitable Institution</li> <li>• Government Office</li> <li>• Clothing Alterations; Seamstress</li> <li>• Dance / Fitness Studio</li> <li>• Dry Cleaner (no drive-thru)</li> <li>• Shoe Repair</li> <li>• Bakery</li> <li>• Wholesale Bakery</li> <li>• Butcher Shop</li> <li>• News Stand</li> <li>• Wholesale Produce</li> <li>• Bars / Tavern / Nightclub</li> <li>• Clothing Stores</li> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sales &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco Shop</li> <li>• Wholesale Florist</li> </ul>	<ul style="list-style-type: none"> <li>• Forest Management Area</li> <li>• Passive Open Space</li> <li>• Public Recreational Facilities</li> <li>• Private Sports Facilities (<i>i.e.</i> athletic fields, golf courses, gymnasiums, and the like)</li> <li>• Fire / Police Station</li> <li>• Fitness Center; Athletic Club</li> <li>• Passenger Facility (transit stop, station)</li> <li>• Civic Clubs</li> <li>• Fire / Police Station</li> <li>• Educational Facility</li> <li>• Library</li> <li>• Business Offices (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Chiropractor</li> <li>• Counseling Service</li> <li>• Dentist / Orthodontist / Oral Surgeon</li> <li>• Doctor's Office</li> <li>• Charitable Institution</li> <li>• Government Office</li> <li>• Barber Shops / Beauty Salons (including Hair / Nail salons)</li> <li>• Clothing Alterations; Seamstress</li> <li>• Dance / Fitness Studio</li> <li>• Dry Cleaner (no drive-thru)</li> </ul>	
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<ul style="list-style-type: none"> <li>• Bars/Tavern/Nightclub</li> <li>• Café / Coffee Shop</li> <li>• Restaurant (with or without a drive-thru)</li> <li>• Clothing Stores</li> <li>• Shoe Store</li> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sales &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco shop</li> <li>• Florist</li> <li>• Hardware Store</li> <li>• Pet Supply, Pet Grooming</li> <li>• Musical Instrument Sales &amp; Repair; Music Store</li> <li>• Gas &amp; Service Station</li> <li>• Optical / Hearing Center</li> <li>• Retail &amp; Service uses (<i>i.e.</i> appliance sales/service, big box retail dept. store, computer sales/service, liquor stores, furniture stores/showrooms, discount stores, jeweler, and the like)</li> <li>• Shopping Center</li> <li>• Auto-Accessory Store</li> <li>• Automobile Dealership</li> <li>• Rental Car Agency</li> <li>• Truck &amp; Auto Repair</li> <li>• Building Supply; Equipment Sales</li> <li>• Office Supply Stores</li> <li>• Paint, Floor Supply &amp; Sales</li> <li>• Hotel / Motel / Inn</li> <li>• Armory</li> </ul>	<ul style="list-style-type: none"> <li>• Hardware Store</li> <li>• Musical Instrument Sales &amp; Repair; Music Store</li> <li>• Pet Supply; Pet Grooming</li> <li>• Gas &amp; Service Station</li> <li>• Optical &amp; Hearing Center</li> <li>• Appliance Sales &amp; Service</li> <li>• Boat Sales; Boat Service</li> <li>• Computer Sales &amp; Service</li> <li>• Copy Center; Print Shops</li> <li>• Discount Store</li> <li>• Furniture Repair &amp; Upholstery</li> <li>• Jeweler</li> <li>• Leather Shop</li> <li>• Sign Shop</li> <li>• Auto Accessory Store</li> <li>• Automobile Dealership</li> <li>• Rental Car Agency</li> <li>• Truck &amp; Auto Repair</li> <li>• Building Supply; Equipment Sales</li> <li>• Fitness Center; Athletic Clubs</li> <li>• Hotel / Motel / Inn</li> <li>• Private Club</li> <li>• Passenger Facility (transit stop, station)</li> <li>• Nursery / Garden Center</li> <li>• Dry Cleaner (with drive-thru)</li> <li>• Car Wash &amp; Detailing Facility</li> <li>• Portable Storage Unit</li> <li>• Mini Storage Unit; Mini Storage Warehouse with Outdoor Storage</li> <li>• Warehousing with Outdoor Storage</li> </ul>	<ul style="list-style-type: none"> <li>• Laundromat</li> <li>• Pharmacy</li> <li>• Shoe Repair</li> <li>• Bakery</li> <li>• Candy Store; Confectionary</li> <li>• Convenience Store</li> <li>• Grocery Store</li> <li>• Health; Vitamin; Nutrition Food Store</li> <li>• Ice Cream Shop</li> <li>• News Stand</li> <li>• Specialty Food Store</li> <li>• Café / Coffee Shop</li> <li>• Restaurant (no drive-thru)</li> <li>• Clothing Stores</li> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sale &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco Shop</li> <li>• Florist</li> <li>• Hardware Store</li> <li>• Musical Instrument Repair &amp; Sales; Music Store</li> <li>• Pet Supply; Pet Grooming</li> <li>• Gas &amp; Service Station</li> <li>• Optical &amp; Hearing Center</li> <li>• Appliance Sales &amp; Service</li> <li>• Computer Sales &amp; Service</li> </ul>	
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<ul style="list-style-type: none"> <li>• Sporting Goods</li> <li>• Portable Storage Unit</li> <li>• Mini Storage Unit/Mini Storage Warehouse with Outdoor Storage</li> <li>• Warehousing with Outdoor Storage</li> <li>• Building Supply/Lumber Yard</li> <li>• Nursery/Garden Center</li> <li>• Car Wash &amp; Detailing Facility</li> <li>• Dry Cleaner (with drive-thru)</li> </ul>	<ul style="list-style-type: none"> <li>• Building Supply Lumber Yard</li> <li>• Wholesaling, Storage &amp; Distribution (Light)</li> </ul>	<ul style="list-style-type: none"> <li>• Copy Center; Print Center</li> <li>• Furniture Repair &amp; Upholstery</li> <li>• Furniture Store &amp; Showroom</li> <li>• Jeweler</li> <li>• Shoe Store</li> <li>• Fitness Center; Athletic Club</li> <li>• Hotel / Motel / Inn</li> <li>• Sporting Goods</li> <li>• Passenger Facility (transit stop; station)</li> </ul>	
<p><b>Conditional Uses:</b></p> <ul style="list-style-type: none"> <li>• Adult Day Care Services; Adult Day Care Facilities</li> <li>• Child Day Care Facilities</li> <li>• Community Support Services</li> <li>• Funeral Home; Mortuary</li> <li>• Religious Institution</li> <li>• Doggie Day Care; spa</li> <li>• Sidewalk Café; Outdoor Dining</li> <li>• Farmers' Market</li> <li>• Mobile Vending</li> <li>• Veterinarian / Animal Clinic</li> <li>• Custom Manufacturing</li> <li>• Parking Lot</li> <li>• Public Utility Facility</li> <li>• Indoor Shooting Range</li> </ul>	<p><b>Conditional Uses:</b></p> <ul style="list-style-type: none"> <li>• All uses listed under Type 1 Commercial as a Conditional use</li> <li>• Community Support Services</li> <li>• Doggie Day Care / Spa</li> <li>• Produce Stand</li> <li>• Amphitheater</li> <li>• Armory</li> <li>• Manufactured / Modular Home Sales</li> <li>• Pawn Shop</li> <li>• Veterinarian / Animal Clinic</li> <li>• Research Facility</li> <li>• Science Laboratory</li> <li>• Custom Manufacturing</li> <li>• High Technology Industry</li> <li>• Microbrewery</li> <li>• Agricultural Processing</li> <li>• Manufacturing; Processing</li> <li>• Meat Processing</li> <li>• Public Utility Facility</li> <li>• Indoor Shooting Range</li> </ul>	<p><b>Conditional Uses:</b></p> <ul style="list-style-type: none"> <li>• Farmers' Market</li> <li>• Mobile Vending</li> <li>• Portable Storage Unit</li> <li>• Public Utility Facility</li> <li>• Adult Day Care Services; Adult Day Care Facilities</li> <li>• Child Day Care Facilities</li> <li>• Community Support Facility</li> <li>• Funeral Home; Mortuary</li> <li>• Religious Institution</li> <li>• Sidewalk Café / Outdoor Dining</li> <li>• Farmers' Market</li> <li>• Mobile Vending</li> </ul>	

<b>District Definitions (Provided for reference only):</b>
<p><b>Highway Commercial (HC):</b> The intent of the HC District is to provide compatible locations to serve the automobile oriented commercial activities in harmony with major highway developments, reduce traffic congestions, and to enhance the aesthetic atmosphere of the City.</p>
<p><b>Light Industrial (LI):</b> The intent of the LI District is to provide areas for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution and retailing while ensuring adjacent and nearby properties are not adversely impacted.</p>
<p><b>Neighborhood Commercial (NC):</b> The NC District is intended to provide small-scale retail and service uses for nearby residential areas. Dimensional requirements and design standards of the NC district are intended to promote compatibility to surrounding residential areas and accommodate pedestrian use and access. Strip commercial development, designed primarily to accommodate vehicular access and parking, and development that is insensitive or incompatible with the scale and character of the surrounding residential areas, is discouraged in this district.</p>
<p><b>Conservation Preservation (CP):</b> The intent of the CP District is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial, or other uses capable of adversely affecting the relatively undeveloped character of the district.</p>
<p><b>Conditional Uses specified in this Table:</b> Uses identified as a “conditional” use in this Table shall comply with specific use regulations contained within Article 5 of the City of Conway Unified Development Ordinance identified for such use.</p>
<p><b>Tract K:</b> All uses proposed for Tract K that are deemed recreational (i.e. park facilities/structures, trails, activity courts, etc. shall be shown on the Master Site Plan.</p>

- (2) Additional Commercial Uses: Prior to the completion of the Project, and the sale of all homes from the Developer to third party purchasers, the Developer may operate a commercial sales center and a design center, as a freestanding structure, within any model home, or as a part of any Amenity buildings within the PD District, which uses shall be in addition to the commercial uses set forth in Table 3 above, provided however, that Tract K shall be specifically excluded from such uses at any time.
- (3) Model Homes: Pursuant to the terms of the PD, Developer may construct up to Two (2) single family detached model homes within the Tracts designated for single-family detached homes under the PD following the approval of a preliminary plat, but prior to the recording of a final plat for the Lots on which such single-family detached homes will be located, provided, however that such model homes will not be issued certificates of occupancy prior to the date on which a final plat has been recorded.
- (4) Single Family: Fee simple Detached Single-Family, fee simple Attached Single-Family subdivided, and Attached Single-Family in common.

- (4) Multi-Family: Multi-Family homes shall not exceed 4 stories.
- (5) Amenity and Recreational Areas. Commons areas, common elements, clubhouses, pools, public restrooms, picnic shelters, barbeque/fire pits, multi-purpose paths, jogging trails, recreation fields, sports courts and open spaces.
- (6) Decks and Promenades. Decks, docks, gazebos, bridges and elevated walkways, fountains and other water features may be incorporated within any stormwater lake or pond within the PD.
- (7) Temporary Uses. Temporary uses, if any, shall be approved by the City, in accordance with the City's then current UDO.

## **SECTION 7: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT**

- A. Tree Preservation. All of the Subject Parcels shall comply with the City of Conway's Tree Preservation Ordinance that is in effect at the time of plan submittal. No protected trees, as defined under the City's Tree Preservation Ordinance shall be removed without a Protected Tree Permit and the submission of a tree survey. Tree surveys indicating the location of all protected trees under the City's Tree Preservation Ordinance shall be submitted for each Tract or parcel within the PD at the time of plan submittal, and prior to the approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by the City's staff that no protected trees will be removed without proper permitting and mitigation.
- B. Development Activity, Clearing and Grading. The Subject Parcels which are the subject of the PD, are primarily undeveloped. Clearing and Grading of the PD will require both removal of inferior materials, and replacement with structurally sound materials, in addition to providing for storm water and erosion control measures over the Subject Parcels, in accordance with the requirements of the Stormwater Management and Sediment Control Ordinance for the City of Conway, South Carolina, *Ordinance #2015-05-04(C)* and any subsequent amendments to such ordinance.
- C. Temporary Storm Drainage Maintenance. Developer will provide temporary storm drainage measures, which incorporate storm drainage facilities located on the Subject Parcels to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Activities, the Subject Parcels shall continue to maintain the existing storm drainage facilities until the storm drainage facilities which are



a part of the Development Activities for each respective Phase of the PD are complete, and the same are dedicated to the City.

- D. Signage. Signage within the PD District shall comply with the requirements of the City's UDO, as in effect at the time a permit is requested for a sign, provided, however, that, to the extent any of the Subject Parcels designated as Commercial 1, Commercial 2 or Commercial 3, includes more than One (1) business, a sign easement may be created and reserved by the owner of the respective parcel, for the installation of a multi-tenant pylon sign at the road frontage of such respective parcel..
- E. Parking. Parking within the PD District shall comply with the City's UDO, and the following additional provisions:
- (i) Unless otherwise specified within this PD, on-street parking shall be prohibited in public rights-of-way.
  - (ii) All uses specified in the Use Tables within this PD shall comply with the minimum off-street parking requirements for such proposed in accordance with the City's UDO.
- F. Buffers. Applicable buffers, including wetland buffers, perimeter buffers and buffers separating specific uses shall be noted on the Buffer Plan. The perimeter buffer of the PD shall be not less than 25'. Landscape buffers within the PD shall be not less than 10'. Wetland buffers within the PD shall be not less than 30'. Buffer between single family detached and single family attached shall be not less than 20'. Buffers between single family attached and multi-family shall be not less than 50'. Buffers between residential and commercial shall be not less than 50'. Such buffers being set noted on the Buffer Plan submitted as part of the PD. Buffers shall be recorded of record as a part of the respective final plat for each Tract, or any portion thereof.
- G. Utilities.
- (i) Electric services to be provided by Horry County and/or Santee Cooper.
  - (ii) Water services to be provided by Bucksport Water System.
  - (iii) Sewer services to be provided by Grand Strand Water & Sewer Authority.
  - (iv) Telecommunication/Cable Service. Telecommunication and cable services to be provided by Horry Telephone Cooperative and

Spectrum Service to be extended as needed in order to serve each of the Subject Parcels.

- (v) Developer has, and will continue to reserve One (1) booster pump site for sewer for the benefit of Bucksport Water System and/or Grand Strand Water & Sewer Authority, as shown on the Master Site Plan, provided the same must be located in an allowable flood designation area under the City's UDO.
- (vi) Developer has, and will continue to reserve One (1) substation site for electrical service for the benefit of Horry Electric Cooperative, as shown on the Master Site Plan, provided the same must be located in an allowable flood designation area under the City's UDO.

*\*All utilities to be placed underground.*

- H. Other Services. Residents and businesses within the PD will be served by Horry County Schools, Conway Police, Conway Fire and EMS, Conway Parks and Recreation.
- I. Governing Documents. To the extent the provisions of the approved PD could be read so as to conflict with the City's UDO, and the other ordinances of the City, the PD shall be deemed to govern, as an approved, intended departure, written into this PD District Ordinance, amending the standards otherwise applicable to the Subject Parcels under the City's UDO and other ordinances.
- J. Design Standards. Residential Design standards shall be applicable to all structures, single family detached, single family attached or multi-family, and shall be determined at the tie of permit submittal, based on the then current design standards.
- K. Design Modifications. Certain modifications of the City's design standards set forth in the City's UDO shall be allowed within the PD, as set forth in the table below.

**DESIGN MODIFICATIONS APPROVED AS A PART OF PD**

Mod. #	Description	UDO Section
1	Kinlaw Lane shall be utilized as a public access based upon the proposed improvements depicted on the construction plans for Horry County Dirt Road Improvements (Project #S102015), such that the minimum width may vary from 25' to 50'.	Complete Streets
2	The existing portion of Blaze Trail abutting PIN 380-00-00-0039 shall be utilized as a public access based upon the existing roadway cross section and paving improvements on the existing roadway	Complete Streets

3	<p>Buffers, street tree plantings and sidewalks shall not be required along the following sections of roadways:</p> <ul style="list-style-type: none"> <li>(a) Along the improved local road commonly known as Blaze Trail adjacent to PIN 380-00-00-0039</li> <li>(b) Along the existing driveway access commonly known as Wayna Marie Lane</li> <li>(c) Along the existing portions of Kinlaw Lane until the full landscape buffer width is permissible within the PD.</li> </ul>	<p>Buffer Requirements; Landscaping Requirements; Design Standards</p>
4	<p>Sidewalks shall be installed along both sides of collector and arterial roadways internal to the PD in accordance with the cross sections prescribed. Local roadway designations shall require the installation of a 5' sidewalk along one side of the public right of ways. Sidewalks shall be constructed in accordance with materials approved in the City's UDO, and consistent with the street section(s) submitted as a part of this PD.</p>	<p>Design Standards; Dimensional Requirements; Access &amp; Circulation</p>

## **SECTION 8: RESIDENTIAL REGULATIONS**

- A. Geographic Description. The residential regulations applicable to the single-family homes portions of the Project shall be included in a set of restrictive covenants, either applicable to all residential neighborhoods as a master declaration, or applicable to each neighborhood individually, or both.
- B. Public Purpose. The public purpose of the Residential Regulations is to establish and thereafter maintain for its residents, tenants and visitors a sense of community through the design of exterior spaces and buildings at a human scale with appropriate architectural transitions. The sense of community will be further enhanced by the utilization of generous vegetation in and around the residential portion of the Project.
- C. Residential Design Standards. All residential development within the PD shall comply with the City's Residential Design Standards in effect at the time of plan and/or permit submittal.

## **SECTION 9: COMMERCIAL REGULATIONS**

- A. Geographic Description. The commercial regulations applicable to the Commercial portions of the Project, shall be included in a set of restrictive covenants, either applicable to all commercial areas as a master declaration, or applicable to the commercial area.
- B. Public Purpose. The public purpose of the Commercial Regulations is to establish and thereafter maintain for its residents, tenants and visitors a sense of community through the



design of exterior spaces and buildings at a human scale with appropriate architectural transitions. The sense of community will be further enhanced by the utilization of generous vegetation in and around the residential portion of the Project.

- C. Commercial Design Standards. All commercial development within the PD shall comply with the City's Non-Residential Design Standards in effect at the time of plan and/or permit submittal, and, where applicable, the Gateway Corridor Overlay.

## **SECTION 10: MAINTENANCE AND CONTROL**

Roadways within the PD are public roadways unless specifically indicated on the Master Site Plan. It will be the responsibility of the Developer to maintain or provide for the maintenance of the Subject Parcels within the PD, including any pathways and driveways. The Developer's maintenance responsibilities and restrictions will cover the driveways, landscape areas, trees, parking areas, pathways, walkways, open space, common areas, stormwater conveyance and retention facilities, buildings and other features of the development as appropriate under this Document, applicable City UDO provisions and other ordinances. Upon execution and recording of the declarations of conditions, covenants and restrictions, which must occur prior to the conveyance of any single-family residential lot to a third-party buyer, the foregoing responsibilities shall be assumed by the applicable POA. In addition to the standards set forth within the PD, the CCRs will establish additional requirements for landscaping, particularly foundation landscaping and layering, signage and materials for single family residences.

## **SECTION 11: CONSTRUCTION SCHEDULE**

Construction will begin following receipt of permits from the City and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the PD District is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design and permitting, and an additional period of Twelve (12) months from the issuance of permits for the installation of initial required infrastructure. Developer estimates that approximately One-Fifth of the Project would be complete within Five (5) years of approval of the PD District, with an additional One-Fifth of the Project being completed in each of the subsequent Five (5) year periods. Notwithstanding the fluid nature of development, and that various Phases of the PD District may be developed in non-numerical order, the number of building permits issued for single family residential units, including both attached

and detached homes, and multifamily residential units shall not exceed Three Thousand Three Hundred Eighteen (3,318) total units.

## **SECTION 12: AMENDMENTS AND ENFORCEMENT**

For purposes of this Ordinance, amendments to the PD District shall be determined as Minor or Major, by the Planning Director for the City.

Notwithstanding the classification of amendments to the PD District, revisions to the approved Master Site Plan made during the preparation of construction design documents to account for topography, soil quality, trees, grading, minor adjustments to roadway alignment, and changes to the location of lot lines, provided such revisions do not increase the maximum allowable density of the PD District, shall be deemed Minor amendments to the PD District, subject to the review of the City's Planning Director.

The Developer shall record the approved ordinance in the public records of Horry County and return two (2) time-stamped copies to the City.

Expansions and further amendments to this PD District shall not be permitted without review by the Planning Director and approval as prescribed by the City's UDO.

## **APPENDIX A**

### **Master Site Plan**





	TRACT	ACREAGE	PERMITTED USES	UNITS/LOTS	DENSITY <small>GROSS   NET</small>
PHASE I	A	40.47	Single-Family attached; Multifamily	246	6.08   7.11
	B	10.72	Commercial - Type 3	-	-
	C	21.66	Single-Family attached; Multifamily	104	4.80   6.73
	D	56.84	Single Family detached	135	2.38   3.01
	E	50.94	Single-Family attached; Multifamily	408	8.01   8.67
PHASE III	F	128.57	Single Family detached	302	2.35   2.76
	G	178.76	Single Family detached	341	1.91   2.58
	H	232.80	Single Family detached	321	1.38   2.81
PHASE II	I	153.20	Single Family detached	91	0.59   2.28
	J	88.02	Single Family detached	190	2.16   2.56
	K	550.14	Master Open Space; City Recreation Acreage	-	-
	L	27.82	Multifamily	480	17.25   24.78
	M	34.81	Multifamily	440	12.64   27.79
	N	64.43	Single-Family attached; Multifamily	260	4.04   7.84
	O	23.47	Commercial - Type 2	-	-
	P	66.32	Commercial - Type 1	-	-
	Q	14.13	Commercial - Type 1	-	-
	R	4.30	Commercial - Type 1	-	-
	S	5.26	Commercial - Type 2	-	-
	T	12.56	Commercial - Type 1	-	-
Commercial Acreage		136.76 ac			
Residential Acreage		1628.46 ac			
Total Acreage		1765.22 ac			
Total Number of Dwelling Units		3318 units			
Gross Residential Density		2.04 du/ac			
Net Residential Density		4.18 du/ac			

- NOTES:
- DENSITY MAY BE SHIFTED BETWEEN RESIDENTIAL TRACTS/AREAS WITH LIKE USES (I.E. SINGLE-FAMILY TO SINGLE-FAMILY) MAY BE CONSIDERED A "MINOR" AMENDMENT TO THE PD, PROVIDED THAT THE OVERALL (TOTAL) DENSITY IS NOT INCREASED AND REMAINS CONSTANT.
  - SINGLE-FAMILY ATTACHED/MULTIFAMILY TRACTS/AREAS MAY BE DEVELOPED IN-COMMON. DEVELOPMENT STANDARDS FOR IN-COMMON DEVELOPMENT MAY DIFFER FROM FEE-SIMPLE DEVELOPMENT.
  - REFER TO TABLE 2 IN THE PD DOCUMENT FOR DIMENSIONAL STANDARDS.
  - REFER TO THE PD DOCUMENT FOR PERMITTED USES FOR COMMERCIAL TYPE 1, COMMERCIAL TYPE 2, AND COMMERCIAL TYPE 3.
  - TRACTS R, S, AND T EXCLUDED FROM PHASING DESIGNATIONS.
  - TRACT O MAY ONLY BE USED FOR OUTDOOR RECREATION AND/OR STORAGE.



## **APPENDIX B**

### **Additional PD Documentation**

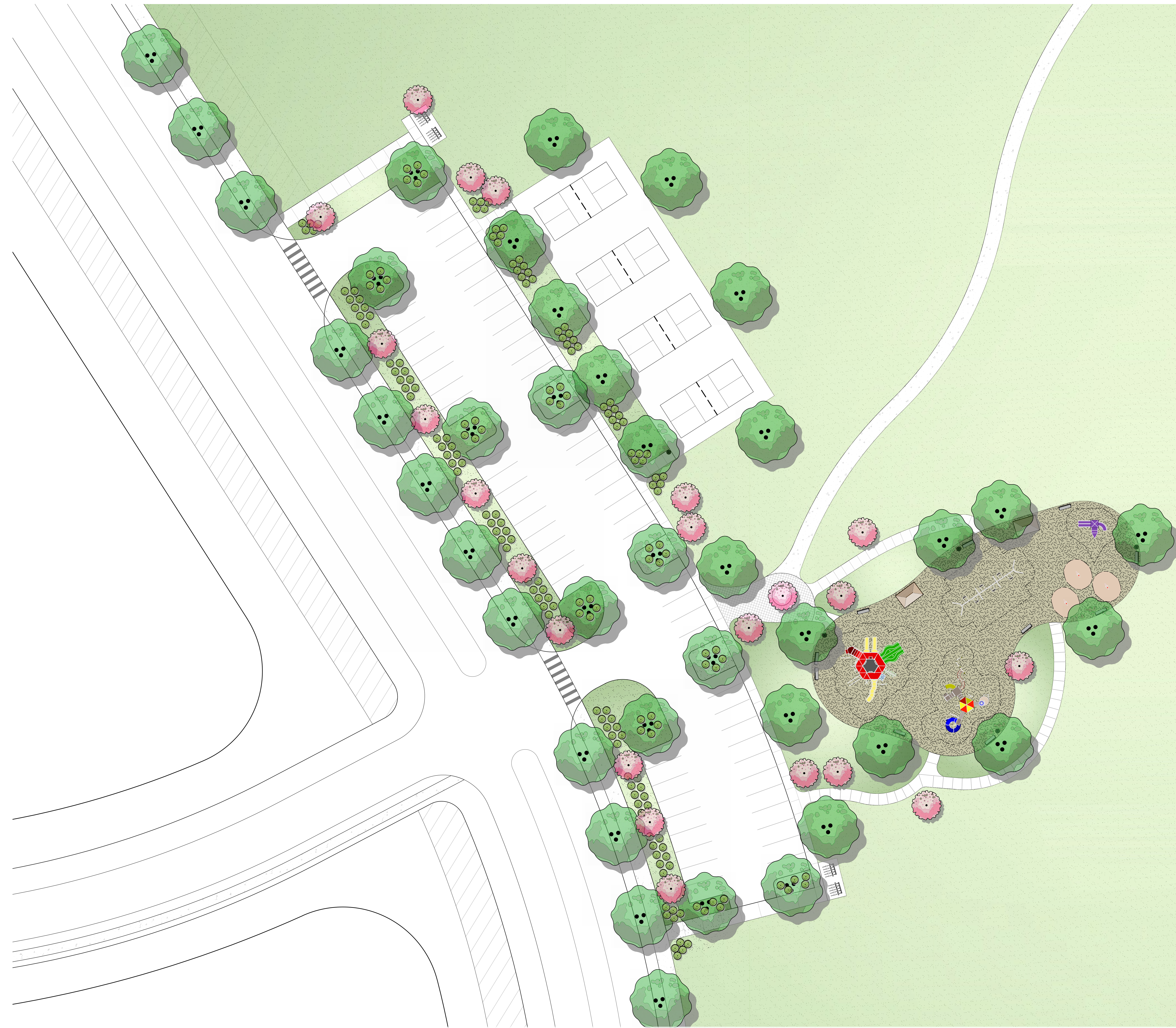
Exhibits to be added include (but may not be limited to):

- 1.A. Existing Conditions
- 1.B. Wetlands
- 1.C. Downstream Analysis
- 1.D. Aerial
- II. Buffers
- III. Open Space
- IV. Stormwater Mgmt Plan
- V. Transportation Improvements
- VI. Transportation Hierarchy
- VII. Utility Plan
- VIII. Flood Zone overlay (updated)

## **APPENDIX C**

### City Recreational Exhibit





THIS GRAPHIC IS  
CONCEPTUAL AND  
FOR ILLUSTRATIVE  
PURPOSES ONLY.

# WARDEN STATION

## APPENDIX C

city recreation acreage



**APPENDIX D:**  
Project Traffic Report

# TRAFFIC IMPACT STUDY

*for the*

## Warden Tract Mixed-Use Development

*Located in*

City of Conway, South Carolina

*Prepared for*

G3 Engineering, LLC

*Prepared by*

Ramey Kemp Associates

Moving forward.



**RAMEY KEMP ASSOCIATES**

May 2023

RKA Project #22438

# TRAFFIC IMPACT STUDY

*for the*

## Warden Tract Mixed-Use Development

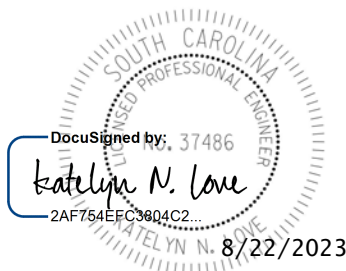
*Located in*  
City of Conway, South Carolina

*Prepared for*  
G3 Engineering, LLC  
PO Box 2666  
Pawleys Island, SC 29585

*Prepared by*  
Ramey Kemp Associates  
1411 Gervais Street, Suite 150  
Columbia, SC 29201



May 2023  
RKA Project #22438



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## EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Warden Tract Mixed-Use development in accordance with SCDOT and City of Conway guidelines. The development is proposed to be located south of Pitch Landing Road and west of US 701 in Conway, South Carolina. The development is anticipated to be constructed in phases but is proposed to contain a total of 3,333 residential units and 418.8 ksf of retail at full buildout. Access is proposed via one (1) full site access on Pitch Landing Road and two (2) full accesses on US 701.

Based on the anticipated traffic volumes the following turn lanes are recommended:

- right -turn and left-turn lane on US 701 at Access #1 (once access provided)
- right -turn and left-turn lane on US 701 at Kinlaw Lane/ Access #2 (once access provided)
- right -turn and left-turn lane on Pitch Landing Road at Access #3 (once access provided)
- westbound right-turn lane on Pitch Landing Road at the Willow Springs Road intersection (once approximately 1,300 homes occupied)
- southbound right-turn on US 701 (with or without the Warden Tract Mixed-Use) at the Pitch Landing Road intersection (once US 701 & Pitch Landing Road improvements built)

The US 701 & Access #1 intersection is expected to experience significant delays in the 2035 build conditions along the project leg. To mitigate delays, signalization is recommended once warranted at Access #1. The MUTCD warrant criteria are expected to be satisfied at US 701 & Access #1 by completion of Phase 3 construction. The intersection of Pitch Landing Road & Access #3 is expected to experience delays along the project approach. To mitigate delays, signalization is also recommended once warranted at Access #3. The MUTCD warrant criteria are expected to be satisfied at Pitch Landing Road & Access #3 by completion of Phase 1 construction. The US 701 & Access #2 intersection is expected to experience delays along the project leg, however traffic is likely to reroute to Access #1 and Access #3 once signalized; therefore there are no recommendations. The site accesses should be constructed with one ingress and two egress lanes and meet SCDOT and City of Conway design criteria.

With construction of the project, the study intersections of Cates Bay Highway & N Pawley Road/Allen Dew Road, Willow Springs Road/Pauley Swamp Road & Allen Dew Road/Pitch Landing Road, and Willow Springs Road & Cates Bay Highway should continue to function with very minor delays. The intersection of Cates Bay Highway & Highway 134 is expected to experience delays in AM peak of the build conditions. This operation is typical of minor approaches of two-way stop-controlled intersections; no improvements are recommended.

The signalized intersection of US 701 & Pitch Landing Road is expected to operate with delays in the 2035 build conditions. The eastbound approach of the intersection operates as an LOS E in the 2035 AM peak build conditions. Additional improvements such as eastbound dual lefts are likely

to be needed for improved operation. Dual lefts will require two receiving lanes on US 701 that should be provided for a minimum of 1,000 feet. The existing traffic on US 701 along with projected project traffic may require widening on US 701 north of Pitch Landing Road in the future. Widening of US 701 south of Pitch Landing Road requires widening based on the projected demand at the signal. Removal of the east leg of Pitch Landing may provide additional improvement for signal operation.

The improvements at the US 701 & Pitch Landing Road intersection include a southbound right-turn lane on US 701, dual left-turns along the westbound approach of Pitch Landing, an additional northbound through lane, and an additional southbound through lane.

The existing 2022 ADT (Annual Daily Traffic) along the northern portion of US 701 to Pitch Landing Road is 16,600 vpd (SCDOT Station #26-0177). Historical SCDOT Hourly Count Data at this site shows this road segment experiences consistent demand throughout the day from 7 am to 5 pm. The projected ADT utilizing only the background growth rate, same as the analysis, results in a 2035 ADT of approximately 23,000 vpd. The existing ADT and the future ADT should likely earmark this segment as a candidate for widening. The addition of the proposed development would also contribute to the need for widening.

The analysis to determine improvement timing considered the background hourly volumes and the incremental Phase 1 development trips. With the proposed development the improvements at the US 701 & Pitch Landing Road are expected to be warranted once 435 homes are occupied.

## **1. INTRODUCTION**

The purpose of this report is to document a traffic impact study for the proposed Warden Tract Mixed-Use development in Conway, South Carolina in accordance with SCDOT and City of Conway guidelines. This report summarizes the procedures and findings of the traffic impact study.

### **1.1. Project Background**

The development is proposed to be located south of Pitch Landing Road and west of US 701 in Conway, South Carolina. The development is anticipated to be constructed in phases but is proposed to contain a total of 3,333 residential units and 418.8 ksf of retail at full buildout with one (1) full site access on Pitch Landing Road and two (2) full access driveways on US 701.

The traffic impact study considers the weekday AM peak period (between 7:00 AM and 9:00 AM) and the weekday PM peak period (between 4:00 PM and 6:00 PM) as the study time frames. The following intersections are studied:

- US 701 & Access #1
- US 701 & Kinlaw Lane/ Access #2
- Pitch Landing Road & Access #3
- Cates Bay Highway & Highway 134
- Cates Bay Highway & Allen Dew Road/N Pauley Road
- Cates Bay Highway & Willow Springs Road
- Willow Springs Road/Pauley Swamp Road & Allen Dew Road/Pitch Landing Road
- Highway 701 & Pitch Landing Road

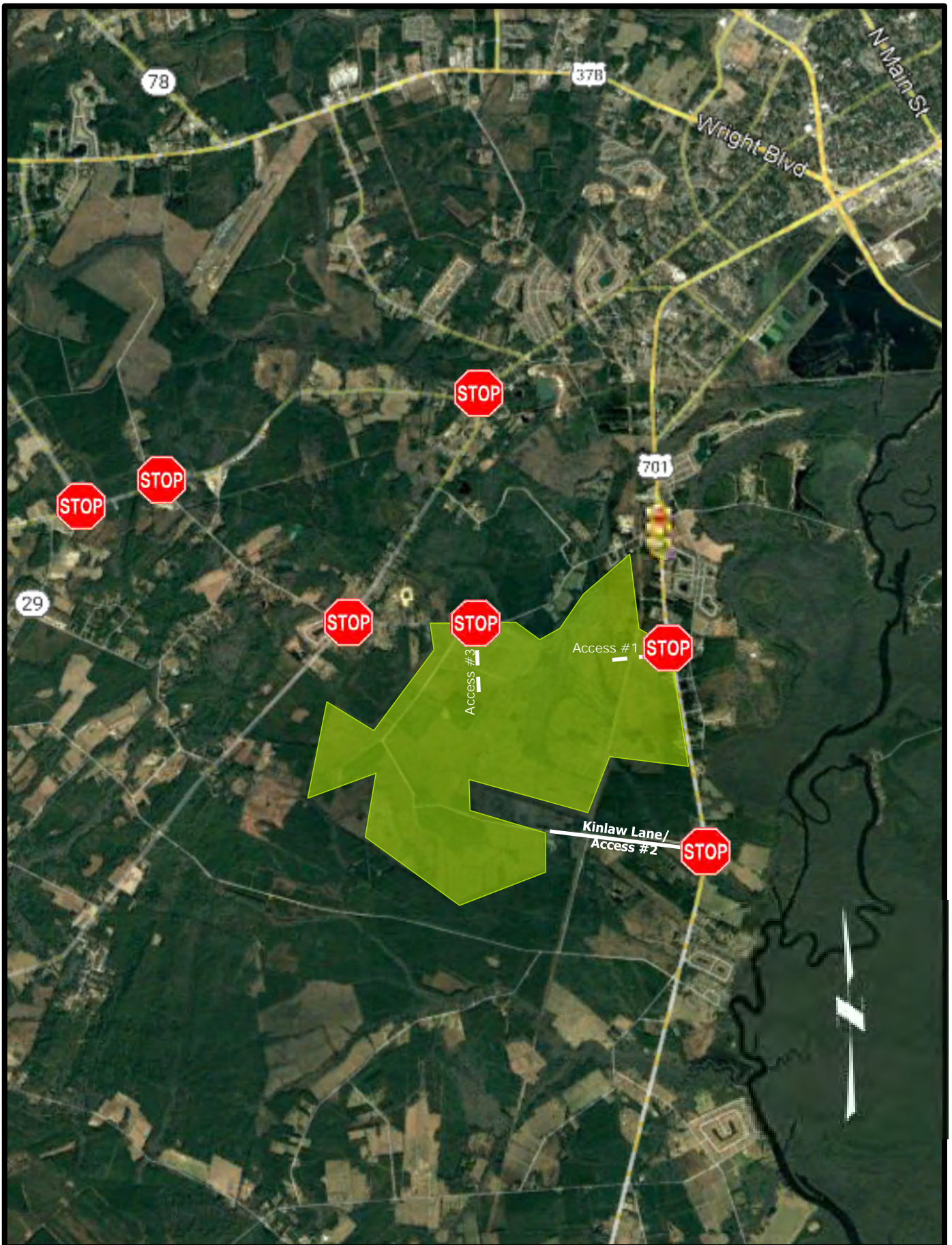
Future-year analyses assume 2035 conditions as the full Buildout scenario. The construction is expected to occur in three phases. The construction phasing density is provided in the appendix. Phase 1 is expected in 2028, Phase 2 in 2031 and the final buildout in 2035. Figure 1 shows the location of the project site and Figure 2 illustrates the conceptual site plan.

There are planned projects in the area, Perimeter Road and the Southern Evacuation Lifeline, however final traffic studies have not been completed for these projects at the time of this analysis. If these projects become funded and implemented, project traffic from the Warden Tract Mixed-Use development will not be significantly impacted or rerouted.

This study's analysis is based on a conservative, fast-paced build out completion in 2035. However, the full build out schedule could reach completion in 25 years, during the year 2050. The existing ADT on US 701 is 16,600 vpd north of Pitch Landing Road and 7,800 vpd south of Pitch Landing Road. The future 2035 No-Build ADT is projected to be approximately 23,000 vpd and 10,800 vpd



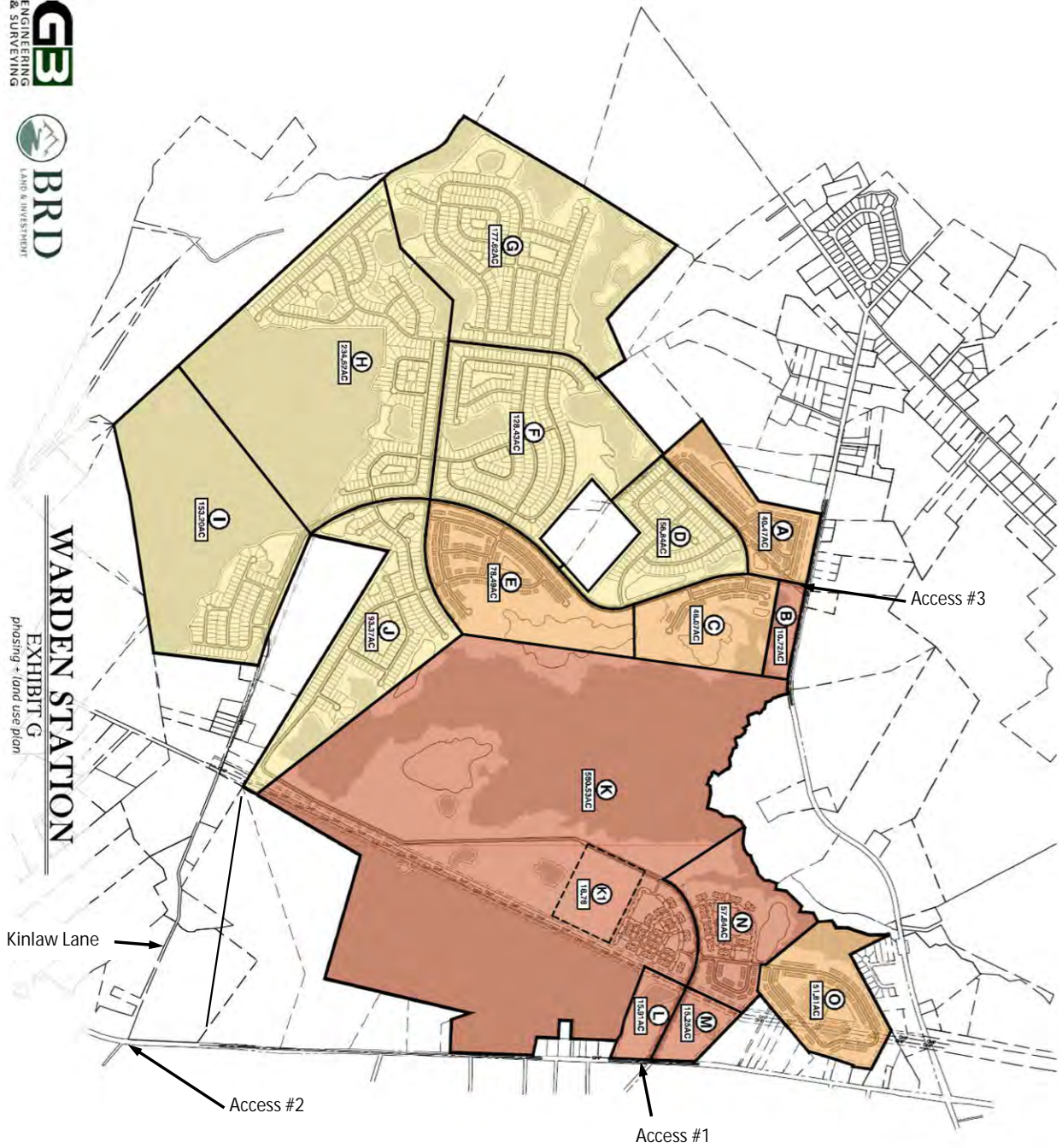
based on the analysis growth rate, respectively. Similarly, the 2050 ADT is projected to grow to approximately 30,500 vpd north of Pitch Landing Road and 14,300 vpd south of Pitch Landing Road. It should be noted the background growth in the area may require roadway and municipal facility improvements.



Moving forward.



**WARDEN STATION**  
EXHIBIT G  
Phoning + land use plan



**ZONING LEGEND**

ZONE	AREA	AREA
Zone I	100.00 AC	100.00 AC
Zone II	200.00 AC	200.00 AC
Zone III	400.00 AC	400.00 AC



## 1.2. Existing Roadway Conditions

A review of the existing roadway conditions in the study area was conducted and is summarized in Table 1. Figure 3 illustrates the existing lane geometry.

**Table 1 – Street Inventory**

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2021 AADT
Pitch Landing Road	S-110	2-lane undivided	45 MPH	SCDOT	N/A
Allen Dew Road	N/A	2-lane undivided	35 MPH	Local	N/A
Willow Springs Road	N/A	2-lane undivided	35 MPH	Local	N/A
Pauley Swamp Road	S-109	2-lane undivided	55 MPH	SCDOT	N/A
Cates Bay Highway	S-29	2-lane undivided	45 MPH	SCDOT	3,500 <sup>2</sup>
Highway 134	S-134	2-lane undivided	50 MPH	SCDOT	N/A
Highway 701	S-701	2-lane undivided	55 MPH	SCDOT	16,600 <sup>1</sup>
Kinlaw Lane	N/A	2-lane undivided	-	Local	N/A

<sup>1</sup>SCDOT Count Station 26-0177, <sup>2</sup>SCDOT Count Station 26-0372

## 1.3. Existing Traffic Count

Vehicle turning movement counts were collected by Short Counts, LLC in September 2022 for the AM peak period (7:00 AM to 9:00 AM) and PM peak period (4:00 PM to 6:00 PM) at the following intersections:

- Cates Bay Road & Hwy 134
- Willow Springs Road & Cates Bay Hwy
- Cates Bay Road & Allen Dew Road/N Pawley Road
- Willow Springs Road & Pitch Landing Road
- US 701 & Pitch Landing Road
- US 701 & Lake Way Drive
- US 701 & Kinlaw Lane

All counts were conducted while the local school district was in session. The 2022 raw traffic volumes are provided in Appendix A. Existing Traffic Volume are illustrated in Figure 4.

## 1.4. Driveway Location

The Warden Tract Mixed-Use development is expected to provide three full access driveways. One full access driveway is proposed on Pitch Landing Road located approximately 450 feet west of the



Station 46 Fire Station driveway. One full access on US 701 is proposed to align with Lake Way Drive and the other full access on US 701 is proposed to be along the existing Kinlaw Lane access to US 701.

The proposed driveways appear to meet the SCDOT ARMS spacing requirements.

## **5. SUMMARY OF FINDINGS AND RECOMMENDATIONS**

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should be provided for a minimum of 1,000 feet. The existing traffic on US 701 along with projected project traffic may require widening on US 701 north of Pitch Landing Road in the future. Widening of US 701 south of Pitch Landing Road requires widening based on the projected demand at the signal. Removal of the east leg of Pitch Landing may provide additional improvement for signal operation.

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## **APPENDIX E:**

### Threatened and Endangered Species



## **APPENDIX F:**

### Wetland Letters for Subject Tracts

## **APPENDIX G:**

Design Modifications Approved as part of PD

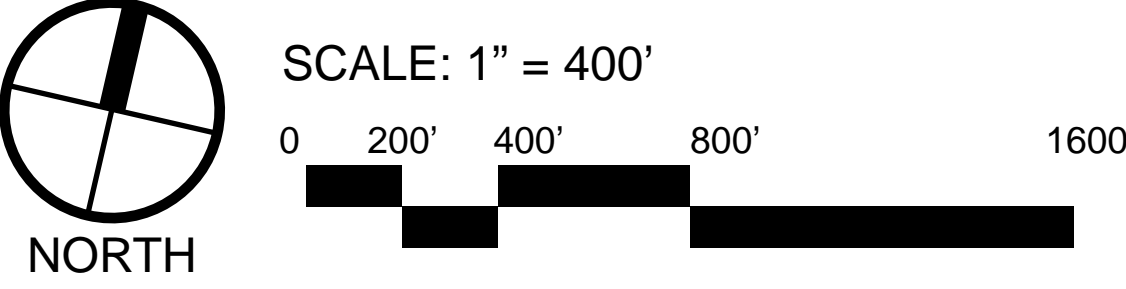


DESIGN MODIFICATIONS:

- ① KINLAW LANE SHALL BE UTILIZED AS A PUBLIC ACCESS BASED UPON THE PROPOSED IMPROVEMENTS DEPICTED ON THE CONSTRUCTION PLANS FOR HORRY COUNTY DIRT ROAD IMPROVEMENTS: KINLAW LANE (PROJECT #S102015). (DEVIATION FROM COMPLETE STREETS)
- ② THE EXISTING PORTION OF BLAZE TRAIL ABUTTING PIN 380-00-00-0039 SHALL BE UTILIZED AS A PUBLIC ACCESS BASED UPON THE EXISTING ROADWAY CROSS SECTION AND PAVING IMPROVEMENTS ON THE EXISTING ROADWAY.(DEVIATION FROM COMPLETE STREETS).
- ③ BUFFERS, STREET TREE PLANTINGS AND SIDEWALKS SHALL NOT BE REQUIRED ALONG THE FOLLOWINGS SECTIONS OF ROADWAYS (DEVIATION FROM BUFFER REQUIREMENTS; LANDSCAPING REQUIREMENTS; DESIGN STANDARDS):
  - ALONG THE IMPROVED LOCAL ROAD (KNOWN AS BLAZE TRAIL) ADJACENT TO PIN 380-00-00-0039
  - ALONG THE EXISTING DRIVEWAY ACCESS KNOWN AS WAYNA MARIE LANE
  - ALONG THE EXISTING PORTIONS OF KINLAW LANE UNTIL THE FULL LANDSCAPE BUFFER WIDTH IS PERMITTED WITHIN THE PD EXTENTS.
- ④ SIDEWALKS SHALL BE INSTALLED ALONG BOTH SIDES OF COLLECTOR AND ARTERIAL ROADWAYS INTERNAL TO THE PD IN ACCORDANCE WITH THE CROSS SECTIONS PRESCRIBED. LOCAL ROADWAY DESIGNATIONS SHALL INSTALL A FIVE (5) FOOT SIDEWALK ALONG ONE SIDE OF THE PUBLIC RIGHT OF WAYS. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MATERIALS APPROVED IN THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE AND CITY OF CONWAY PATHWAYS AND TRAILS PLAN. (DEVIATION FROM DESIGN STANDARDS; DIMENSIONAL REQUIREMENTS; ACCESS AND CIRCULATION).



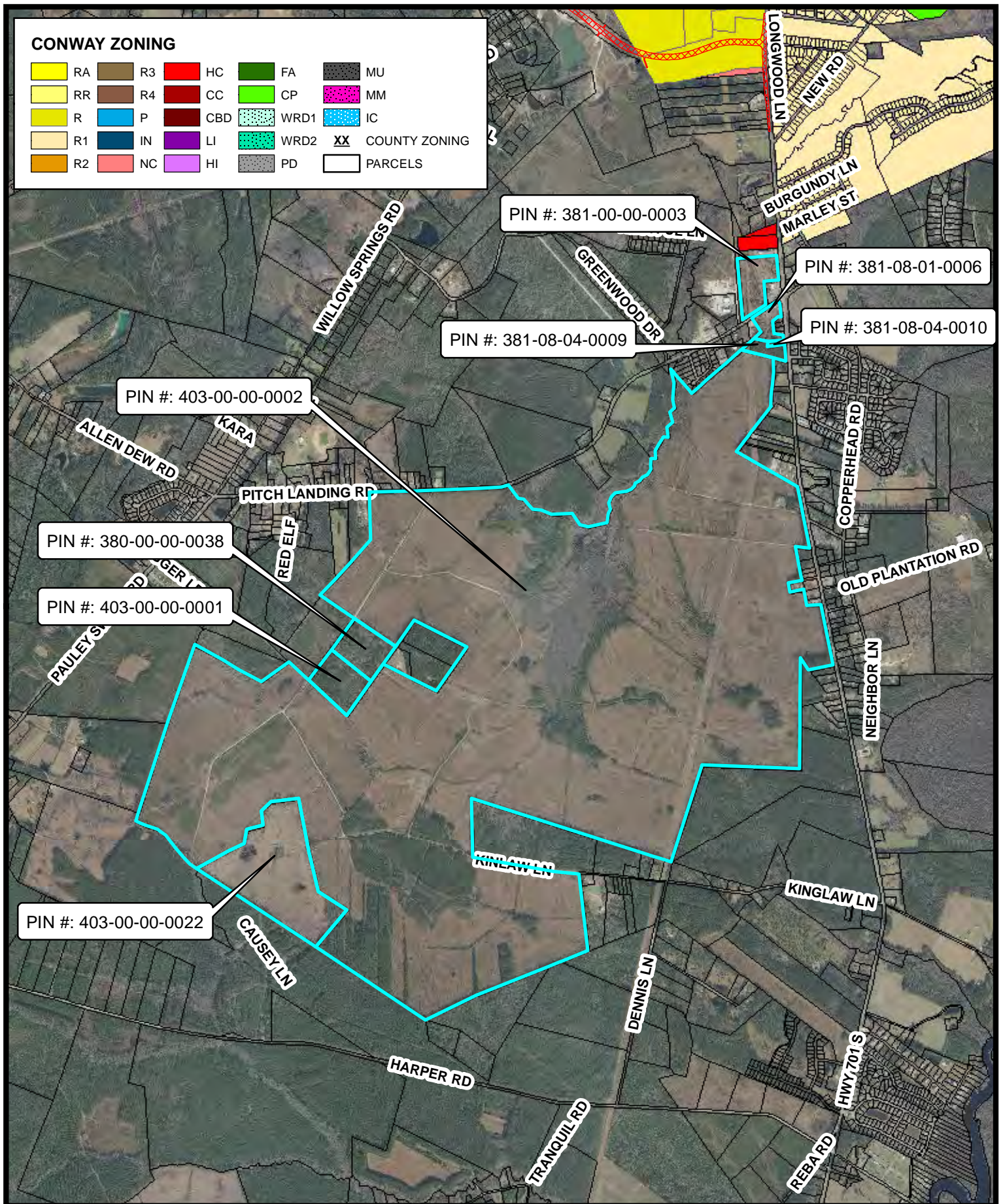
WARDEN STATION  
APPENDIX G  
design modifications



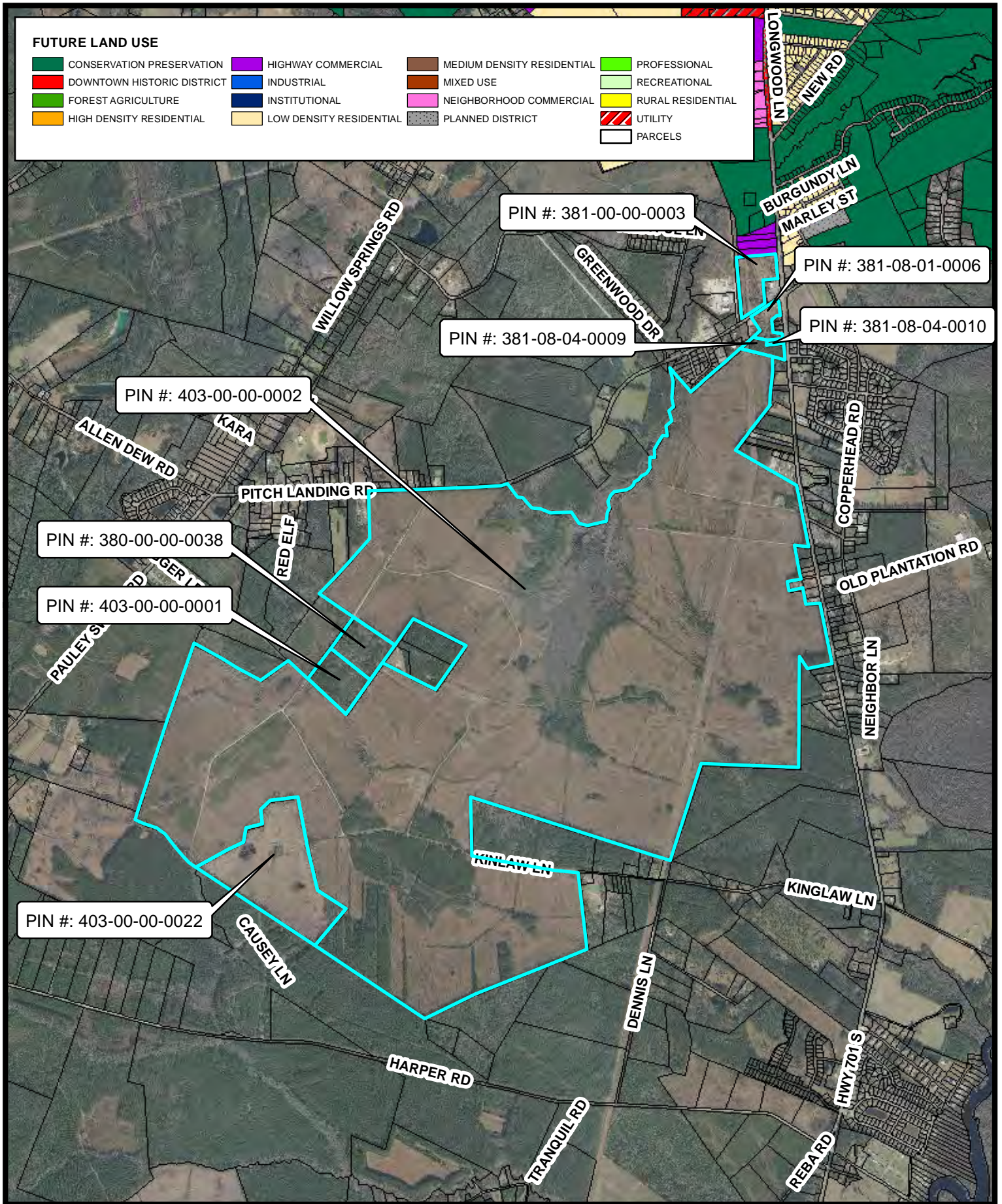


# CONWAY ZONING

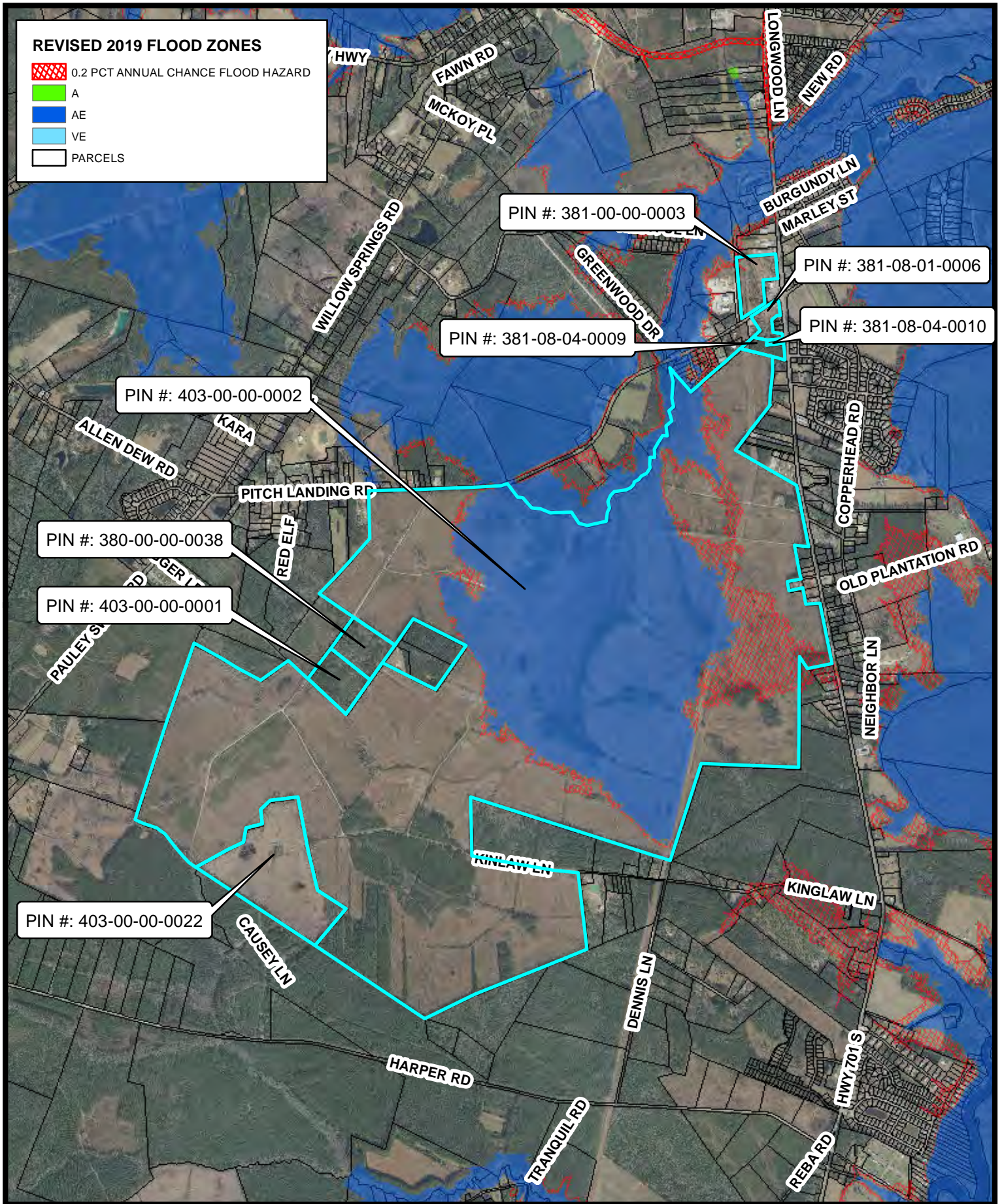
RA	R3	HC	FA	MU
RR	R4	CC	CP	MM
R	P	CBD	WRD1	IC
R1	IN	LI	WRD2	XX COUNTY ZONING
R2	NC	HI	PD	PARCELS



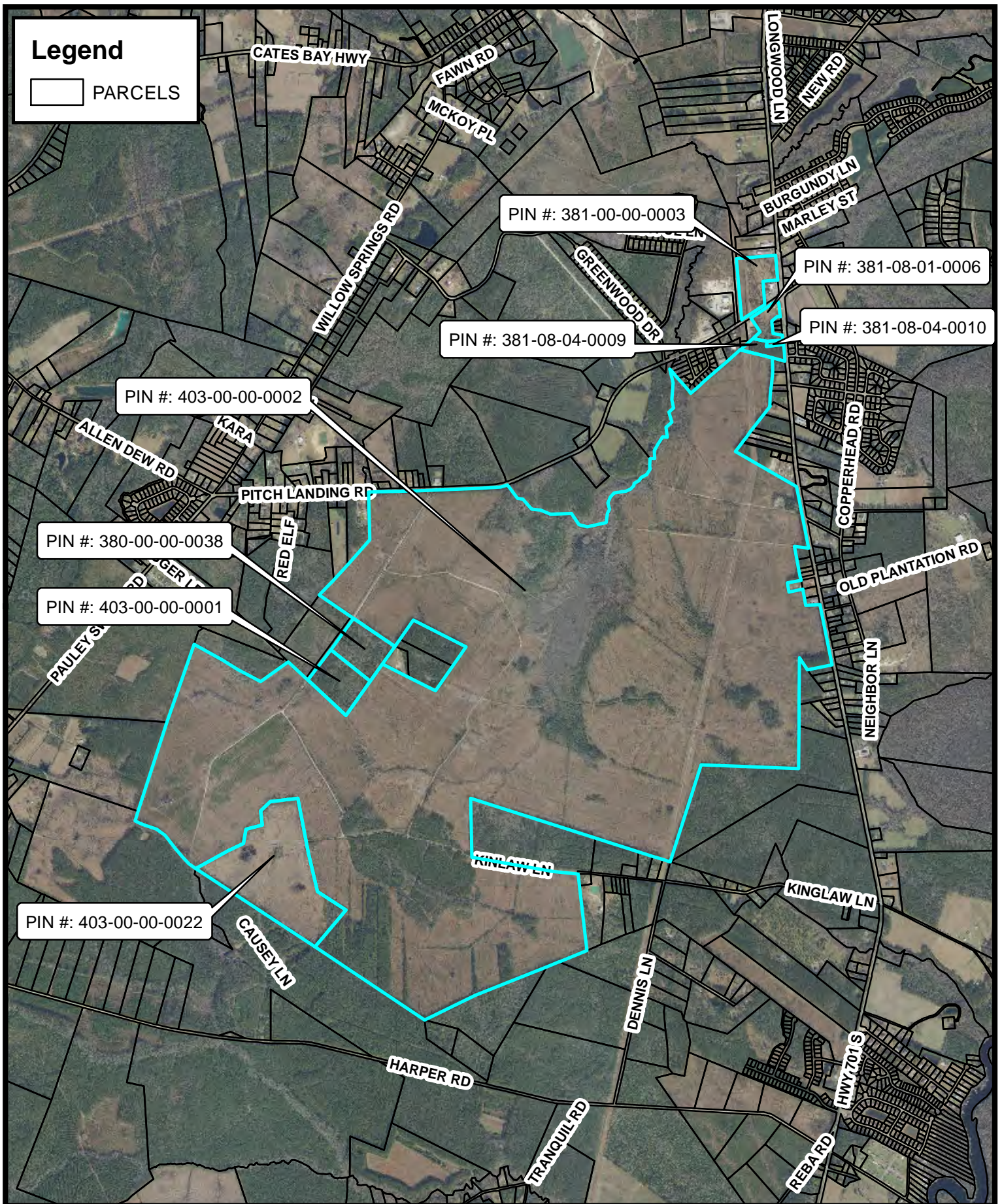














**DATE: JANUARY 2, 2024**

**ITEM: X.B.**

**ISSUE:**

**Final Reading of Ordinance #ZA2023-10-02 (A)**, of a request by Shep Guyton and G3 Engineers, agents for BRD Land & Investment, LP, to enter into a development agreement with the City of Conway for the Warden Station Planned Development, for property located on Hwy 701 South & Pitch Landing Rd, containing approximately 1,765 acres (+/-) (PIN's 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022).

**BACKGROUND:**

The applicants are seeking to enter into a development agreement for development known as the Warden Station, proposed to be annexed into the City as a Planned Development (PD).

**DEVELOPMENT AGREEMENTS.**

Per *Title 6, Chapter 31, § 6-31-10* of the SC Code (SC Local Government Development Agreement Act, 1993), authorizes binding agreements between local governments and developers for long-term development of large tracts of land. A development agreement gives a developer a vested right for the term of the agreement to proceed according to land use regulations in existence on the execution date of the agreement. Principal among the General Assembly's statement of findings for the Act was the desire to provide some measure of certainty as to applicable land development law for developers who made financial commitments for planned developments. The Act also expresses the intent to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities, encourage the use of resources and reduce the economic cost of development (*Comprehensive Planning Guide, 2018*).

The length of the development agreement varies, and depends on the size of the property to be included in the agreement. The minimum size for a property to be included in any development agreement is 25 acres of highland – which is determined by local ordinance (*i.e.* land above the 100-year flood plain).

Property with 1,000 to 2,000 acres of highland is limited to a term of 20 years.

***PUBLIC HEARINGS REQUIRED.*** Prior to adoption of a development agreement, the governing body must hold at least two (2) public hearings, which if authorized by the governing body, can be conducted by Planning Commission (per *SC Code § 6-31-50(A)*). Notice of the intent to consider a development agreement must be published in a newspaper of general circulation, which should include the property location, proposed uses, and a place where a copy of the agreement can be obtained. The date, time and place of the second hearing must be announced at the first hearing (*SC Code § 6-31-50(B)*).



**PLANNING COMMISSION:**

Planning Commission held the first of the two required public hearings on the development agreement at their July 13<sup>th</sup> meeting. Several people spoke in opposition to the request, as well as the request to annex and rezone the property to a PD. Planning Commission ultimately deferred the request at the July 13<sup>th</sup> and August 3<sup>rd</sup> meetings. At the September 7<sup>th</sup> Planning Commission meeting, Planning Commission recommended approval of the development agreement, with 2 members voting no.

**RECOMMENDATION:**

Approval of **Final Reading of Ordinance #ZA2023-10-02 (A)**; subject to all previous comments being addressed.

## **ORDINANCE #ZA2023-10-02 (A)**

### **AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CONWAY AND BRD LAND & INVESTMENT, L.P.**

- WHEREAS,** the S. C. Local Government Development Agreement Act of 1993 (*S.C. Code Title 6, Chapter 31, § 6-31-10*) authorizes binding agreements between local governments and developers for the long-term development of land tracts of land; and
- WHEREAS,** the City of Conway is a duly chartered municipal corporation, organized and existing under laws of the State of South Carolina; and
- WHEREAS,** on May 25, 1998, Conway City Council amended the City Code of Ordinances to allow the City to enter into a Land Development Agreement with developers who meet the necessary criteria to participate in such agreement; and
- WHEREAS,** Conway City Council feels it is in the best interest of the City to enter into a Development Agreement with BRD Land & Investment, LP; and
- WHEREAS,** the Development Agreement is in reference to the proposed Warden Station Project, consisting of approximately 1,765 +/- acres of land; and
- WHEREAS,** included within the Development Agreement are obligations of the Developer, including, but not limited to, building & zoning requirements (PD); facilities; conveyance of approx. 500 +/- acres of property to the City of Conway for perpetual conservation of environmentally-sensitive areas; offsite and onsite improvements; and enhancement fees to include provisions for public safety, sanitation, parks and recreations and planning & development. Development to commence in accordance with the agreement and PD; projected to be completed over a 25-year construction period; and
- WHEREAS,** it is recognized that the Development Agreement does not apply to any development which occurs after the expiration of its 20-year term unless the agreement has been extended pursuant to state law; and
- WHEREAS,** the required public hearings, in accordance with *S.C. Code § 6-31-50* have occurred, and Planning Commission has recommended approval of the Development Agreement; and
- WHEREAS,** the Development Agreement, as proposed, is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it
- ORDAINED** that the Development Agreement between BRD Land & Investment, LP, and the City of Conway be hereby adopted by reference and made a part hereof as if fully incorporated, as attached hereto; and be it further
- ORDAINED** that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin Jordan, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
Julie Hardwick, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

## DEVELOPMENT AGREEMENT FOR WARDEN STATION

**WHEREAS**, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act”, as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

**WHEREAS**, Section 6-31-10(B)(6) of the Act, as defined below, also states that “[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State”; and

**WHEREAS**, the Act, as defined below, further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

**WHEREAS**, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

**WHEREAS**, Developer is, or will be, the legal owner of the Property hereinafter defined and is authorized to enter into this Agreement with the City; and

**WHEREAS**, the City finds that the program of development for this Property (as hereinafter defined) proposed by Developer over approximately the next Twenty (20) years or as extended as provided herein is consistent with the City's comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents; and

**WHEREAS**, the development of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City's tax base; and



**WHEREAS**, the City, at the request of the Developer, has annexed the real property more particularly shown and depicted on **Exhibit “B”** attached hereto (the “***Property***”), and simultaneously approved under an amendment to the zoning ordinances of the City to create the Warden Station Planned Development (“***PD***”) under the ordinances of the City of Conway, together with this Agreement, on or about the \_\_\_\_ day of \_\_\_\_\_, 2024; and

**WHEREAS**, this Agreement is being made and entered into between Developer and the City, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its annexation and approved zoning (as hereinafter defined) without encountering future changes in certain laws which would materially affect the Developer’s ability to develop the Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City;

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION**. The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.
2. **DEFINITIONS**. As used herein, the following terms mean:

“***Act***” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as **Exhibit “A”**.

“***Code of Ordinances***” means the Code of Ordinances for the City, as amended and in effect as of the date hereof, as the same may be amended from time to time, a complete copy of which is on file in the City’s office.

“***Developer***” means BRD Land & Investment, LP, a South Carolina limited partnership, all of its permitted assignees, and all predecessors or successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“***Developer Default***” for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) once commenced, Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

“***Developer Default Remedy***” notwithstanding any other remedy that may be available to the

City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; (ii) seek injunctive relief to stop any such continuing Developer Default, or (iii) any other remedy available at law or in equity.

***“Development Rights and Obligations”*** means the rights, obligations, benefits and approvals of the Developer(s) under the PD and this Agreement.

***“Development Work”*** means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

***“Effective Date”*** means the date on which the last of the parties has executed this Agreement.

***“Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States”*** means those areas identified by the United States Army Corps of Engineers (“***Corps***”) and/or the South Carolina Department of Health and Environmental Control (“***DHEC***”) or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DHEC.

***“Land Development Regulations”*** means the Land Development Regulations for the City, as amended and in effect as of the date hereof, a complete copy of which is attached hereto as **Exhibit “D”**, or further amended from time to time pursuant to this Agreement.

***“Master Site Plan”*** means that certain master site plan prepared by Developer, which Master Site Plan depicts the portion of the Property, for purposes of showing the density, site arrangement, and responsibilities for off-site roadway improvements, and a copy of such Master Site Plan being attached to the PD, and also being attached hereto as **Exhibit “C”**.

***“Owners Association”*** means a legal entity formed by Developer or its successors pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee.

***“PD”*** means the Warden Station Planned Development, under the Code of Ordinances for the City, as amended.

***“Project”*** means a master planned community to include single family detached lots, single family attached lots, single family attached condominiums, single family in common, multi-family and various commercial and recreational uses, in a single project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

***“Property”*** means those parcels of land more particularly shown and depicted on **Exhibit “B”** attached hereto.

**“Residential Unit”** means a single-family home, whether attached or detached, a single-family attached condominium, single family home in-common (whether attached or detached), or a multi-family home, within the Property, as shown and depicted on the Master Site Plan, as the same may be amended.

**“Term”** means the duration of this Agreement as set forth in Section 3 hereof.

3. **TERM.** The Developer represents and warrants that the Property consists of a total of not less than 1,000 acres and not more than 2,000 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is Twenty (20) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial Twenty-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year term. At the conclusion of the initial Five (5) year extension of the Term, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for up to Two (2) additional Five (5) year terms. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

4. **DEVELOPMENT OF THE PROPERTY.** The Property shall be developed in accordance with this Agreement, the PD, including the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.

5. **CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.** The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

(A) **Conveyance of Property.** In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, **“Excluded Property”** means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on



which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

(B) **Assignment of Development Rights and Obligations.** The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 5, the following activities on the part of Developer shall not be deemed “development of the Property”: (i) the filing of this Agreement, the Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances, including the PD; (ii) the subdivision and conveyance of any portions of the Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as “*Open Space*” on the Master Site Plan to any person or entity so long as the same shall be restricted in use to “open space”; (iv) the subdivision and conveyance of portions of the Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed “development” under the Act.

6. **DEVELOPMENT SCHEDULE.** The Property shall be developed in accordance with the development schedule, attached as Exhibit “E” (the “*Development Schedule*”). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively “*Force Majeure*”), and the Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

7. **EFFECT OF FUTURE LAWS.** Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City. The parties further acknowledge and agree that, notwithstanding the above limitation on future changes in ordinances, with the exception of the internal Spine Road, as defined in Section 10(F) below, and its related storm water improvements, future All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended from time to time.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single-family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Act and this Agreement.

8. **INFRASTRUCTURE AND SERVICES.** The City and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

(A) **Public Roads.** All roads within the Project serving the Residential Units and commercial development within the Project shall be public roads, unless otherwise indicated on the Master Site Plan. All public roadways shall be constructed to City standards unless specifically modified herein, will be approved by the City Planning Commission as part of the subdivision plat approval process, and will be dedicated to, conveyed, maintained and repaired by the City.

(B) **Storm Drainage System.** All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended, in accordance with Section 7 above. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or one of more Owners Association, as appropriate, and will not be accepted or maintained by the City.

(C) **Solid Waste and Recycling Collection.** The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of any portion of the Property is required in return for such service for each owner within the Property. The City reserves the right to contract with a third party, which may include another governmental entity for the provision of such services or the billing of such services to Developer, an Owners Association or each individual owner of any portion of the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Property until such payment(s) have been made.

(D) **Police Protection.** The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City.

(E) **Fire Services.** The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.

(F) **Emergency Medical Services.** The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.

(G) **School Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District. The person or entity, whether it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.

(H) **Private Utility Services.** Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

(I) **Streetlights.** Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly-situated neighborhoods within the City, the City shall contribute toward the monthly cost for each streetlight in an amount equal to the costs for the base street light fixture offered by the utility provider. The remaining monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.

(J) **No Donation of Acreage for Sewer Plant Expansion.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City, provided, however, that this provision shall not be deemed to preclude the City from requiring additional sewer pump station facilities, to subsequently be dedicated and conveyed to the City.



(K) **No Required Donations for Civic Purposes.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer, except to the extent parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan.

(L) **Easements.** Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(M) **Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved Master Site Plan for the Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be (i) conveyed to the City subject to an easement for maintenance obligations on the part of the Developer; (ii) maintained by the Developer; or (iii) conveyed to an Owners Association for on-going maintenance following completion of the Project.

9. **IMPACT FEES.** The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the City limits) for any reason.

10. **ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS.** The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees for the purpose of enhancing City services (collectively the "***Enhancement Fees***") in an amount equal to Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars per single family detached Residential Unit (whether subdivided, condominium, or in-common); Four Thousand Twenty Five and No/100 (\$4,025.00) Dollars per single family attached Residential Unit (whether subdivided, condominium or in-common); and Two Thousand Eight Hundred Seventy Five and No/100 (\$2,875.00) per multi-family Residential Unit (whether condominium or in-common), each of which shall be payable at the time of building permit application. Developer further agrees that each of the above Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2025, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics ("***CPI***") between the beginning and end of the most recent calendar year; or (ii) Five (5%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City's on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:

(A) **One Time Transportation Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, on or before the date on which a land disturbance permit is issued by the City for the Spine Road, as defined below, a one-time, lump sum transportation enhancement fee (the "***Transportation Enhancement Fee***") in an

amount equal to \$250,000.00, which Transportation Enhancement Fee may be used by the City, in its sole discretion, for expenses reasonably related to transportation and transportation improvements within the City.

(B) The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 100', including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100' in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60', and the roadway improvements thereon (the "**Spine Road**"), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be completed within such respective subdivision until such portion of the Spine Road has been completed. Notwithstanding any other provision herein, the Developer shall install, as a part of the initial Spine Road installation, not less than Two (2) lanes on one side of the proposed divided median, along the entire corridor of the Spine Road, which Two (2) lanes shall be operated in opposite traffic flow directions prior the date on which the Spine Road is complete, which Two (2) lanes will insure that the PD will have not less than Two (2) means of access on or before the recording of the first final plat for any subdivision within the PD.

(C) The installation of a multi-purpose path of 8' in width on one side of the internal Spine Road, and a 5' sidewalk on the opposite side of the road, following the internal Spine Road, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path or sidewalk is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-purpose path and/or shall be bonded for completion, in accordance with the bonding requirements of the City. The installation of this path must be in accordance with the City's Pathway's and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.

(D) As a requirement, the installation of at least One (1) new sewer pump station on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Bucksport Water System, Inc. ("**Bucksport Water**"), or such other agency then providing sanitary sewer service to the Subject Parcels.

(E) Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.

(F) The installation of roadway improvements to Five (5) separate roadway intersections, Three (3) existing roadway intersections, and Two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the Transportation Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit VII. Provided, however, that, in the

event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may (i) acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements and provide access to the Developer for the installation of such improvements, provided that the Developer shall be obligated to reimburse the City for the costs of such right-of-way acquisition, not to exceed the appraised value, within 90 days of such acquisition, or, (ii) in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer's estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the City, in satisfaction of Developer and/or the Project's obligations with regards to such roadway intersection improvements lying outside of the existing right-of-way, with the City then having the right, but not the obligation, of installing such roadway intersection improvements outside of the existing right-of-way, at a time and under the conditions as determined by the City to be reasonable. Subject to the above condition with regard to additional required right-of-way, the respective roadway intersections must be completed in accordance with the traffic impact analysis for the Project, and not later than on or before the time on which any subdivision within the PD which is accessed by way of such roadway intersection is completed, as evidenced by the recording of a final plat, or by recording of a master deed creating any in-common units, together with any utilities which are to provide service to such subdivision within the PD. The intent of this provision is to insure that either (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements outside of the existing right-of-way have been paid to the City by the Developer, to the extent not previously completed by Developer as a result of the City's decision not to acquire additional right-of-way, with the future installation of such roadway intersection improvements being solely within the discretion of the City, in either event such roadway intersection improvements shall be deemed completed, or bonded for completion if such roadway intersection improvements are required of Developer, on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.

(G) Conveyance to the City of approximately 500 acres of real property, shown and delineated on the Master Site Plan (the "**City Recreation Acreage**"), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit IV, which City Recreation Acreage may be conveyed in one or more parcels, each conveyed on the date that is not later than the Third (3<sup>rd</sup>) anniversary of the recording of this Agreement. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, Developer shall have completed, or caused to be completed, the following improvements, each to be shown on the Open Space Plan:

- (a) Installation of not less than Four (4) pickle ball courts;
- (b) Installation of a floodproof playground, materially comparable in size, equipment and other improvements to the existing Collins Park, owned by the City;
- (c) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
- (d) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD, without regards to the conveyance of such City Recreation Acreage to the City.



(e) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and ponds at the sole cost and expense of Developer, or one or more Owners Associations.

(f) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City's standard procedures for bonds and financial guarantees.

(H) Installation of a Wildlife Refuge Trail connection, in accordance with the City's Pathway's and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction, Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage. This Wildlife Refuge Trail connection shall be completed or bonded for completion, on or before the date on which the Developer has completed the improvements within the City Recreation Acreage described in Section 10(K) above.

(I) Tree Preservation. Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey depicting all trees in excess of 6" caliper shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved.

(J) Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras, which capture identification of each vehicle entering the PD. The ongoing costs of such cameras, which costs shall be paid by Developer, or, any Owners Association to which Developer assigns the rights and obligations of maintenance, and which costs per camera are to be determined at the time of acquisition, shall include both acquisition costs and monthly cellular fees, if any.

(K) Developer shall install speed control devices along the Spine Road, in the form of traffic circles, in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.

\*The proposed Perimeter Road and Southern Evacuation Lifeline, if funded and implemented, will not be materially impacted or interfered with by development of the PD. Background growth in the area may require roadway and municipal facility improvements. Phase 1 construction (phasing density) is scheduled to occur in 2028. Phase 2 construction (phasing density) in 2031; and Phase 3 construction (phasing density) in 2035.

(L) Uses and Density. As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Master Plan shall provide for not more than 3,318 total Residential Units.

(M) **Road Standards and Traffic Impact.** As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for ownership and maintenance. Without regard to the above provision, to the extent the public right-of-way of any portion of Kinlaw Lane is less than Fifty (50') feet, and the same may not be expanded by the addition of any portion of the Subject Parcels, the parties agree that, unless the City, in its sole discretion elects to acquire additional right-of-way for Kinlaw Lane (the cost of such acquisition to be reimbursed by Developer within 90 days of acquisition), and provided that no portion of the right-of-way for Kinlaw Lane is less than Twenty-Five (25') feet in width, such Twenty-Five (25') foot wide right-of-way shall be deemed to satisfy the requirements as a third public access to the PD.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this Section 10.Q.

(N) **Stormwater and Drainage.** As an obligation, Developer shall provide stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property.

(O) **Jurisdictional and Non-Jurisdictional Waters.** As an obligation, Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States within the Project which are not mitigated, filled or otherwise modified, shall be surrounded by an undisturbed water quality buffer of not less than Twenty-Five (25) feet in width. Developer will convey all Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States located within the Project to the Owner's Association for maintenance and operation not later than the date on which the Project is complete.

(P) **Floodways and Flood Hazard Areas.** As an obligation, Developer agrees that no portion of the Subject Parcels which is located in a floodway or the AE Flood Zone shall be improved with Residential Units, or parking improvements to accommodate Residential Units. The intent of this provision is to ensure that the flood hazard protections afforded Residential Units exceeds such flood hazard protections as would otherwise be required under the Code of Ordinances.

(Q) **Joinder of Property Owners.** To the extent the Developer is not the owner of any portion of the Subject Parcels at the time the Developer and City enter into this Agreement, the Developer shall cause any then current owner of any portion of the Subject Parcels other than Developer (collectively the "**Other Owners**"), to deliver a joinder, acknowledging the limitations and restrictions on the use of the Subject Parcels pursuant to the terms of this Agreement, but specifically excluding any obligation of the Other Owners as to monetary contributions other than the payment of any applicable Sanitation Services Enhancement Fee, Public Safety Enhancement Fee, Parks and Recreation Enhancement Fee and Planning and Development Service Enhancement Fee. The form of such joinder is attached hereto as **Exhibit "F"** (the "**Other Owner Joinder Form**").

(R) **Recording.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which the City enters into this Agreement.

11. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.** The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

12. **COMPLIANCE REVIEWS.** Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.

13. **DEFAULTS.** Notwithstanding the provisions of Section 6 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of Thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.

14. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

15. **RESTRICTIVE COVENANTS.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the "***Restrictive Covenants***") shall survive and continue in full force and effect without regard to the termination of this Agreement for a period ending on the earlier of (i) Fifty (50) years after the Term of this Agreement; or (ii) such time as the parties



hereto, or their respective successors and assigns, have recorded a fully executed and effective termination of the Restrictive Covenants in the Office of the Register of Deeds for Horry County. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the “**CCRs**”), whether administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants, the same thereafter running with the Property as continuing obligations, public benefits and restrictions.

16. **NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Conway

\_\_\_\_\_

Attention: City Manager

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And to the Developer at:

BRD Land & Investments, LP

\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

Robert S. Guyton, Esq.

Robert S. Guyton, P.C.

4605 B Oleander Drive, Suite 202

Myrtle Beach, SC 29577

**GENERAL.**

(A) **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“***New Laws***”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

(B) **Estoppel Certificate.** The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within Thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

(C) **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

(D) **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

(E) **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

(F) **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(G) **Transfer of Title.** Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

(H) **Binding Effect.** The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

(I) **Governing Law.** This Agreement shall be governed by the laws of the State

of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Horry County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(J) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

(K) **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(L) **No Third-Party Beneficiaries.** The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

(M) **Release of Developer.** Subject to Section 5.B, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred; provided, however, the transferee(s) of the one acre contemplated for subdivision and conveyance under Section 5.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

18. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED.** The development of the Property shall be pursuant to this Agreement, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and ~~Zoning~~ **Development** Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Master Site Plan of the Project, subject to any Master Site Plan Revisions. It is specifically understood that 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 the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

19. **STATEMENT OF REQUIRED PROVISIONS.** In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]



**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

**BRD LAND & INVESTMENT, LP**, a South Carolina limited partnership

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of BRD LAND & INVESTMENT, LP, a South Carolina limited partnership. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

**CITY OF CONWAY**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA    )

)

COUNTY OF HORRY                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the of the CITY OF CONWAY. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT “A”**

South Carolina Local Government Development Agreement  
Act as Codified in Sections 6-31-10 through 6-31-160  
of the Code of Laws of South Carolina (1976), as amended

[TO BE ATTACHED]



**EXHIBIT “B”**

Survey of Property

[TO BE ATTACHED]

**EXHIBIT “C”**

Master Site Plan

[TO BE ATTACHED]

**EXHIBIT “D”**

Land Development Regulations

[TO BE ATTACHED]

This will be the PD narrative, once finalized



## **EXHIBIT “E”**

### **Development Schedule**

Construction will begin following receipt of permits from the City of Conway and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the Project is subject to then current market demands, the Developer anticipates starting the installation of the infrastructure within a period of approximately Twenty-four (24) months from approval of this Agreement to allow for design, permitting and mobilization. The Project would be complete within Twenty-Five (25) years of approval of this Agreement.

## **EXHIBIT “F”**

Other Owner Joinder Form

**JOINDER OF OTHER OWNER**

The undersigned \_\_\_\_\_, a \_\_\_\_\_, does hereby join and consent to the encumbrance of the real property described on **Exhibit "A"** attached hereto (the "**Other Owner's Property**") to the terms and conditions of the foregoing Development Agreement for Warden Station, specifically excluding, however, any obligation as to monetary fees other than the payment of any applicable Sanitation Services Enhancement Fee, Public Safety Enhancement Fee, Parks and Recreation Enhancement Fee and Planning and Development Service Enhancement Fee.

OTHER OWNER:

\_\_\_\_\_, a  
\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

**ACKNOWLEDGMENT**

COUNTY OF HORRY )

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his or her act and deed and as the act and deed of the corporation.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public Signature

Name: \_\_\_\_\_

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

(Seal)



**DATE: JANUARY 2, 2024**

**ITEM: XI.A.**

**ISSUE:**

First Reading of **Ordinance #ZA2024-01-16 (A)** to annex approximately 0.14 acres located at 127 Quail Run (PIN 383-09-04-0077), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.

**BACKGROUND:**

The annexation application was submitted by Jozsef Forman, of QRE Sun, LLC, as a requirement to connect to city utility services. According to Horry County Register of Deed's website, the deed was transferred into the applicant's name on November 16, 2023. The property is within the Quail Creek Village subdivision near University Blvd and Coastal Carolina University. There is an existing single-family structure on the property. Restrictive covenants were recorded for this property on December 1, 2023.

Seven (7) other properties within the Quail Creek Village subdivision have been annexed over the years, with the first one in 2006 and the most recent ones in 2023, according to Horry County Land Records. Those properties were zoned R-1 (Low/Medium-Density Residential) upon being annexed into the City.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this property as Medium-Density Residential (R-2).

*The intent of the R-2 District is to provide for the preservation and expansion of areas for medium density attached, detached, semi-attached, and multifamily residential development in the City of Conway, and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.*

**STAFF RECOMMENDATION:**

Approve First reading of **Ordinance #ZA2024-01-16 (A)**.

**ORDINANCE #ZA2024-01-16 (A)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.14 ACRES OF PROPERTY  
LOCATED AT 127 QUAIL RUN (PIN 383-09-04-0077), AND REQUEST TO REZONE  
FROM THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED  
(SF10) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY  
RESIDENTIAL DISTRICT (R-1) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.14 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.14 acres of property located at 127 Quail Run (PIN 383-09-04-0077), and request to rezone from the Horry County Residential, no mobile homes allowed (SF10) district, to the City of Conway Low/Medium-Density Residential (R-1) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property.  
For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Low/Medium Density Residential District (R-1) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_





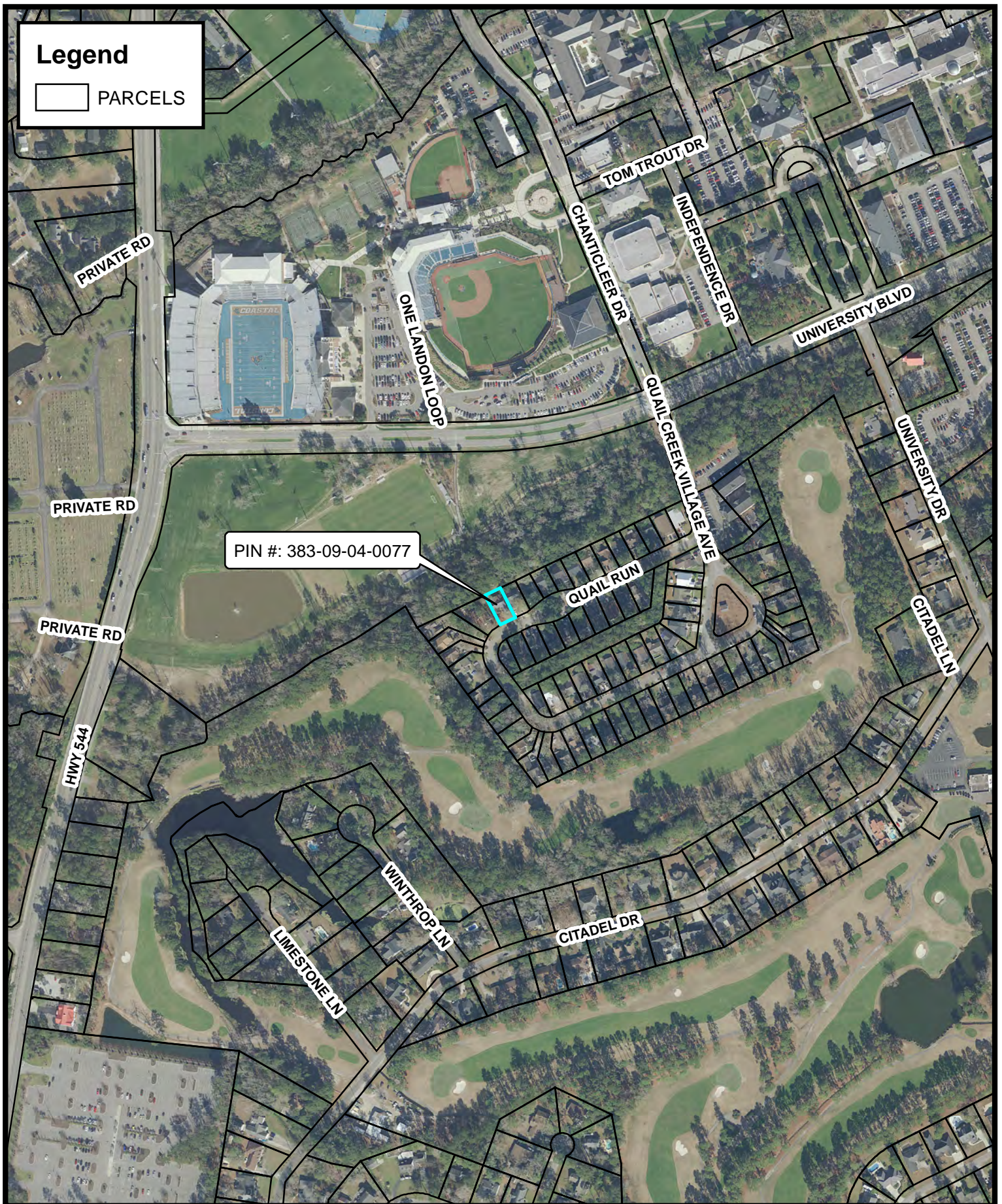
**Legend**

PARCELS

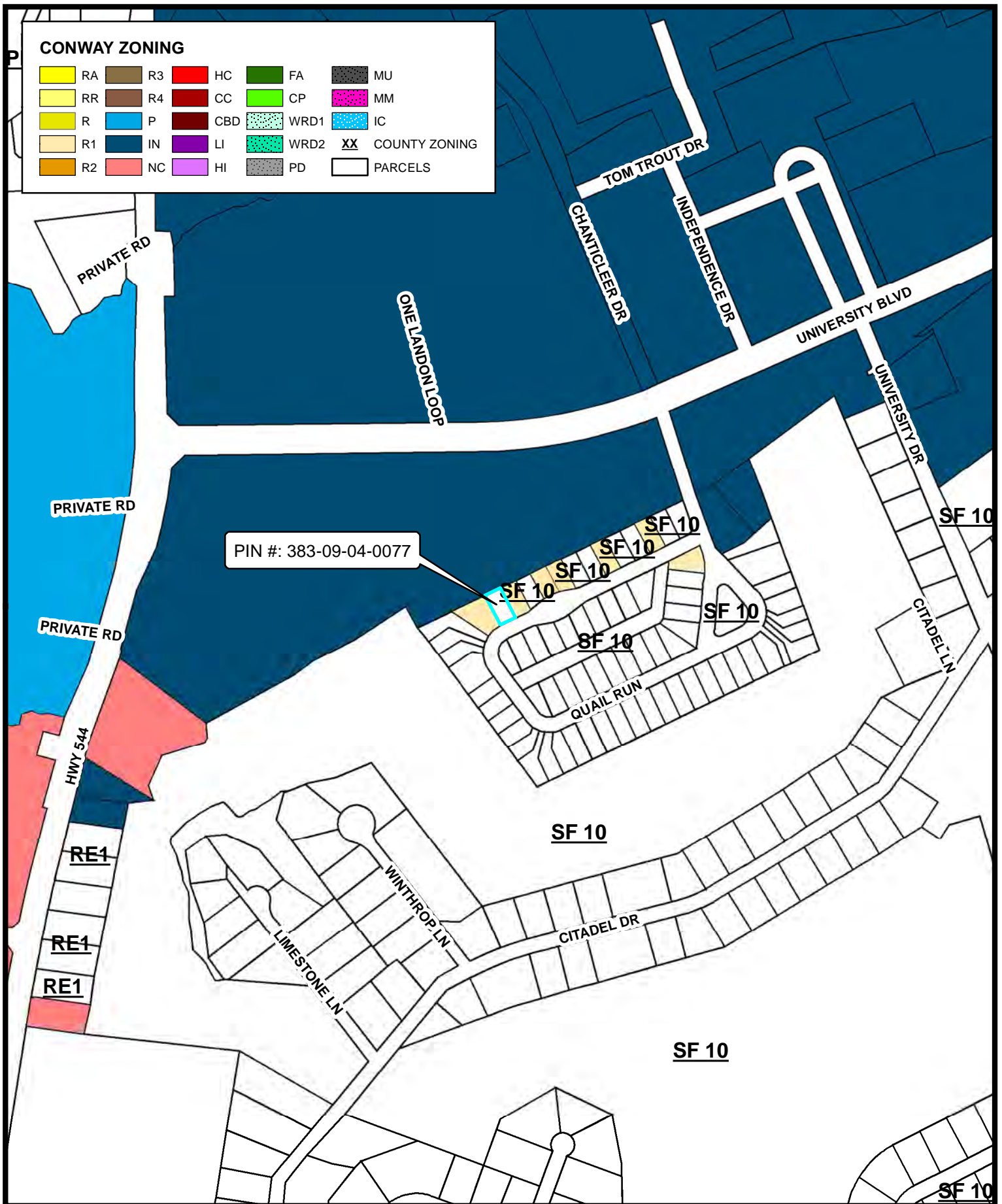
PIN #: 383-09-04-0077

QUAIL RUN

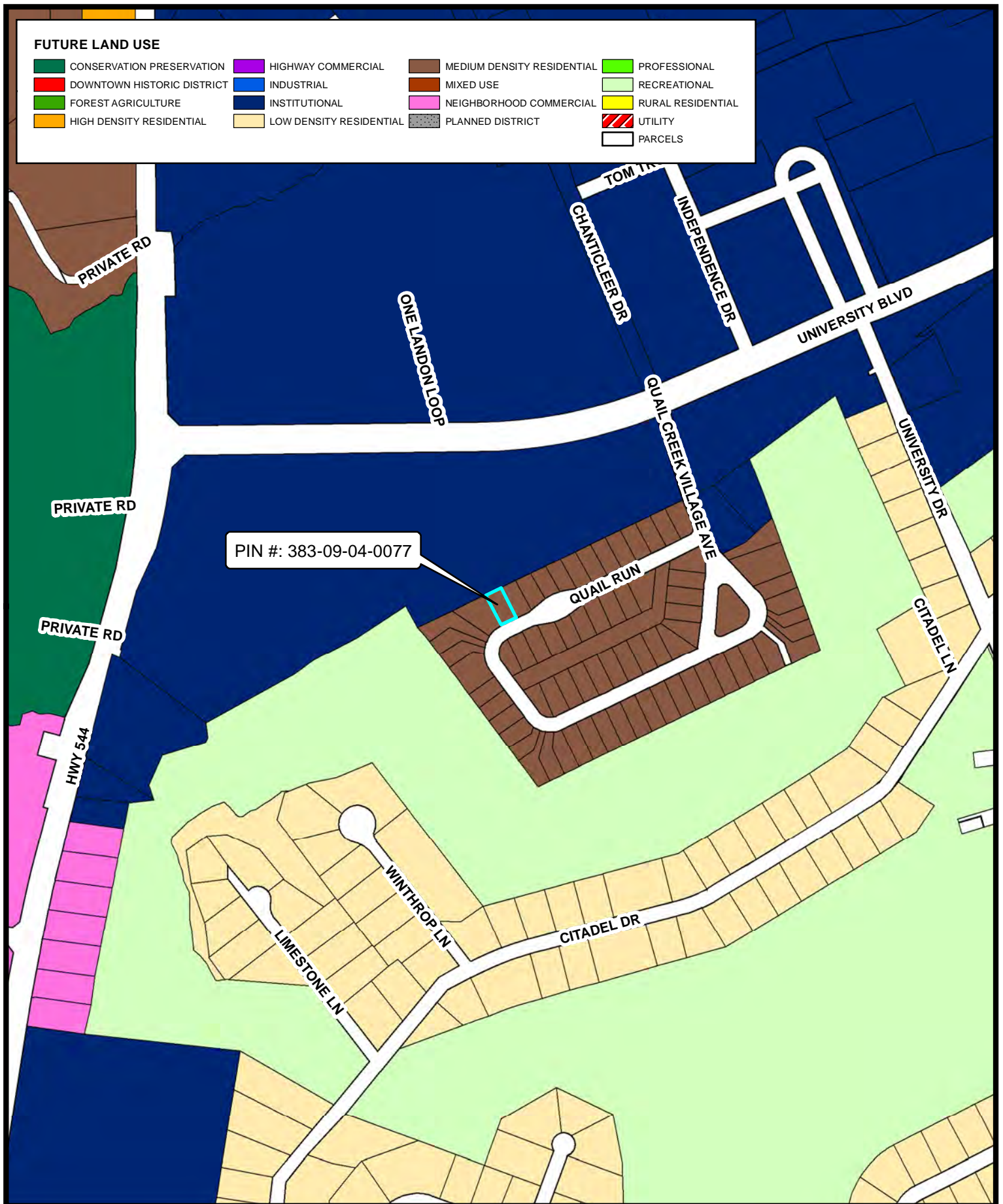




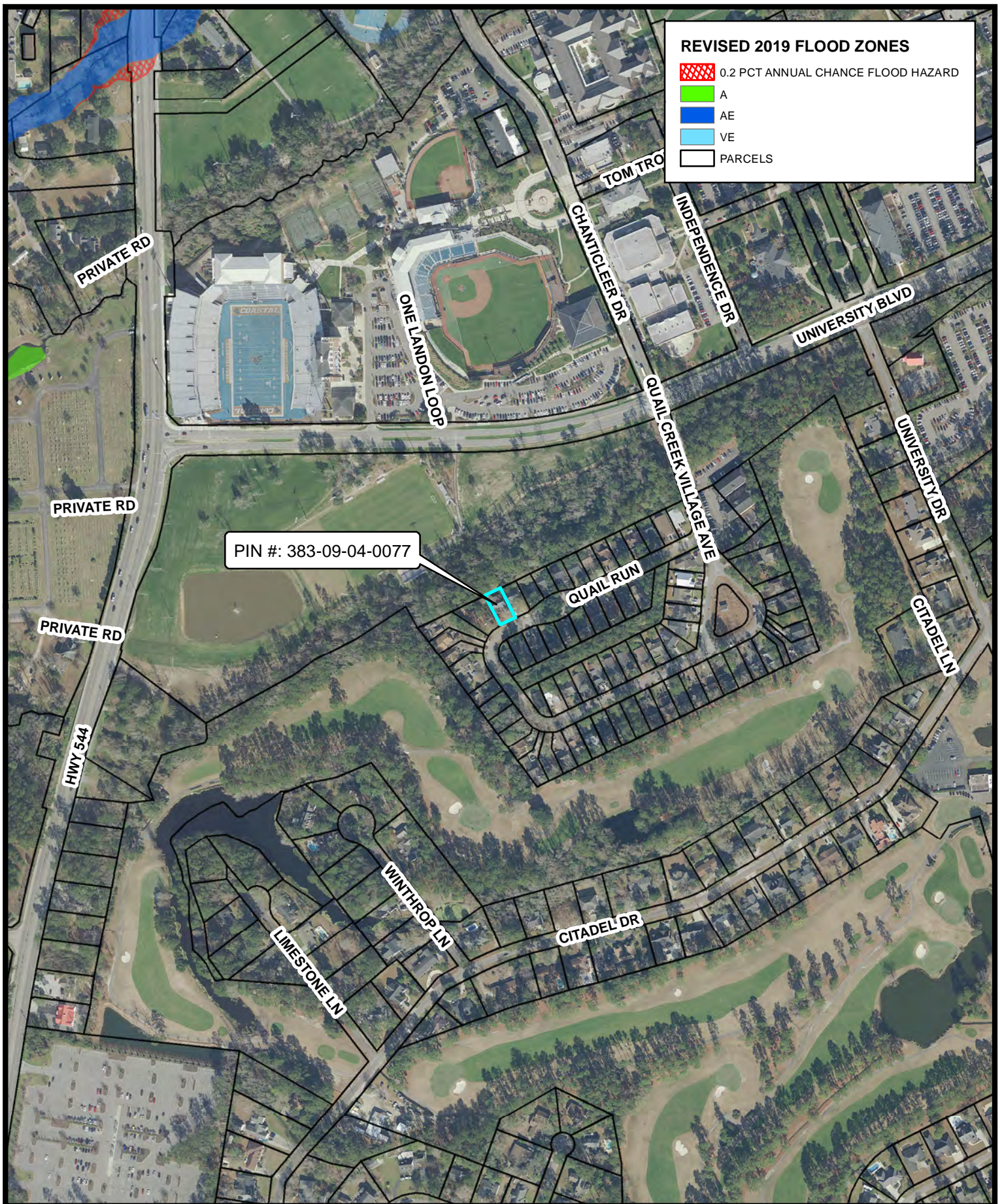
















STATE OF SOUTH CAROLINA )

)

RESTRICTIVE COVENANT

COUNTY OF HORRY )

KNOW ALL ME BY THESE PRESENTS, that, (I, we) QR Sun LLC / Jozsef  
(Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway. Forman  
The property/parcel is situated outside the corporate limits of the City Of Conway. The Maritz  
property/parcel is identified in the records of the Assessor of Horry County as Parcel Identification Number (PIN) 38309040077 and is physically located at 127 Quail Run, Conway, SC 29526 Maritz  
The above referenced property was conveyed by deed to the Grantor and recorded in the Office of 4747  
the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 1931 at Page 1931 Maritz

We understand and agree that as a condition of service and connection of the Water and/or Sewer System to the above referenced property, we will petition, when requested by the City Of Conway (by Group or Individual method) for annexation to the City Of Conway under Section 5-3-150 of the Code of Laws for the State of South Carolina. We further understand that it may be necessary to execute a petition for annexation on more than one occasion; however, the final acceptance of the said petition rests upon an affirmation vote of a majority of the governing body of the City of Conway.

It is understood and agreed upon that this covenant shall be legally binding upon (myself/us) as the Grantor(s), and our heirs and successors. Any violation of, or refusal to sign, said petition shall result in either legal recourse for nonperformance by the City, and/or termination of water and/or sewer services provided to the premises.

It is further understood and agreeable that the City may inspect and approve the owner's water and/or sewer system prior to connection to insure compliance with the City and State regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance with the guidelines and policies set forth by the City of Conway.

All rights, powers, and privileges hereby granted to the City of Conway as grantee shall convey to its heirs, successors and assigns, and shall be binding upon the heirs, successors, administrators, executors and assigns of the Grantor. Grantor acknowledges that the conditions of this agreement and this agreement itself is a restriction and covenant of the title of the above reference property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is mutually agreeable that upon any dividing, separation, or split of the above referenced property, this agreement shall remain binding upon the successors and heirs of such division, and that this covenant shall remain binding upon the successors and heirs of such division, and that this covenant shall remain a restriction and covenant on the title of the parcel resultant of such division.





IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

15<sup>th</sup> day of December 2023

SIGNED, SEALED AND DELIVERED by:  
Grantor in the presence of:

Christina Ponz  
Witness

X QR Sun LLC  
Grantor Name

Kimberly B Staples  
Witness or Notary

[Signature]  
Manager

STATE OF SOUTH CAROLINA )

PROBATE

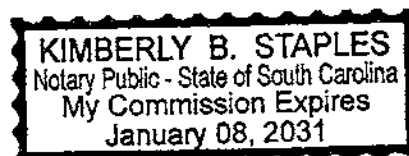
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

S. Jenerette  
Witness

SWORN TO BEFORE ME THIS 15<sup>th</sup>  
DAY OF December, 2023

Kimberly B Staples



NOTARY PUBLIC FOR SOUTH CAROLINA (signature)

Kimberly B Staples

NOTARY PUBLIC FOR SOUTH CAROLINA (printed)

My commission expires: 01/08/2031

Section 26-1-120 (E) (4): A witness is not a party to or a beneficiary of the transaction, signed the record as a subscribing witness.



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )

## PETITION FOR ANNEXATION

COUNTY OF HORRY )

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: QUAIL CREEK VILLAGE COASTAL HTS LT 13

PIN: 38309040077 ACREAGE: .14

PROPERTY ADDRESS: 127 Quail Run, Conway, SC 29526

PROPERTY OWNER MAILING ADDRESS: 205 Chatham Drive

PROPERTY OWNER TELEPHONE NUMBER: 843-421-6955

PROPERTY OWNER EMAIL: forman610@gmail.com

APPLICANT: QR Sun LLC

APPLICANT'S EMAIL: forman610@gmail.com

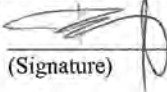
IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Jozsef Forman

(Print)

  
(Signature)

DATE: 12/1/2023

(Print)

(Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: yes Structure Type: single family home

Current Use: currently unoccupied, tenant occupied from January 1, 2023

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

---

---

---

Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

---

---

---

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

---

---

---

**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

[planning@cityofconway.com](mailto:planning@cityofconway.com)





# Zoning Map Amendment Application

*Incomplete applications will not be accepted.*

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 127 Quail Run, Conway, SC 29526 FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): .14 PIN: 38309040077

CURRENT ZONING CLASSIFICATION: \_\_\_\_\_

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: \_\_\_\_\_

REQUESTED ZONING CLASSIFICATION: \_\_\_\_\_

NAME OF PROPERTY OWNER(S):

Jozsef Forman

PHONE # 843-421-9655

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

205 Chatham Drive, Myrtle Beach, SC 29579

205 Chatham Drive, Myrtle Beach, SC 29579

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

[Signature]  
PROPERTY OWNER'S SIGNATURE(S)

12/1/2023

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

**DATE: JANUARY 2, 2024**

**ITEM: XI.B.**

**ISSUE:**

First Reading of **Ordinance #ZA2024-01-16 (B)**, to annex approximately 0.16 acres located at 600 Stanway Drive (PIN 382-06-03-0013), and rezone from the Horry County Residential, no mobile homes allowed (SF6) district to the City of Conway Low/Medium-Density Residential (R-1) district.

**BACKGROUND:**

The annexation application was submitted by Jeffrey Monty as a requirement to connect to city utility services. According to Horry County Land Records, the property was transferred into the applicant's names on October 23, 2023. The property is within the Pine Valley Estates subdivision off of Hwy 544. There is an existing single-family structure on the property. Restrictive covenants were recorded for this property May 2, 2023.

Pine Valley Estates is an older, well-established neighborhood, with the front part of the development containing a mixture of site built and manufactured homes and the back part containing mostly one-story ranch-style (site built) homes. The roads within the development are paved but there are no sidewalks.

There are four (4) other lots within this subdivision that have been annexed; 3 of which were annexed in 2016, 2017 and 2022 – all as R-1 (low/medium-density residential). Three of the four properties contain manufactured homes.

600 Stanway Drive is not contiguous to another lot within this subdivision but rather the student housing complex that abuts the property. Additionally, this property is located within the rear portion of the subdivision, whereas the other properties previously annexed are located at the front portion of the subdivision, closer to Hwy 544. The Sanitation Dept. also has concerns with having proper turn around area for their trucks and getting in and out of the development.

**Council previously denied an annexation request for this property at the May 15, 2023 Council meeting.**

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this parcel, and a majority of the other lots in this subdivision, as Medium-Density Residential (R-2).

*The intent of the R-2 District is to provide for areas for medium density attached, detached, semi-attached, and multifamily residential development in the City of Conway, and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.*

**STAFF RECOMMENDATION:**

Staff continues to recommend against annexation of the property at 600 Stanway Drive.

**ORDINANCE #ZA2024-01-16 (B)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.16 ACRES OF PROPERTY LOCATED AT 600 STANWAY DRIVE (PIN 382-06-03-0013), AND REQUEST TO REZONE FROM THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF6) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY RESIDENTIAL DISTRICT (R-1) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.16 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.16 acres of property located at 600 Stanway Drive (PIN 382-06-03-0013), and request to rezone from the Horry County Residential, no mobile homes allowed (SF6) district, to the City of Conway Low/Medium-Density Residential (R-1) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property.  
For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Low/Medium Density Residential District (R-1) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.



**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

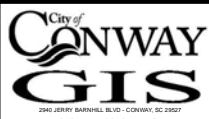
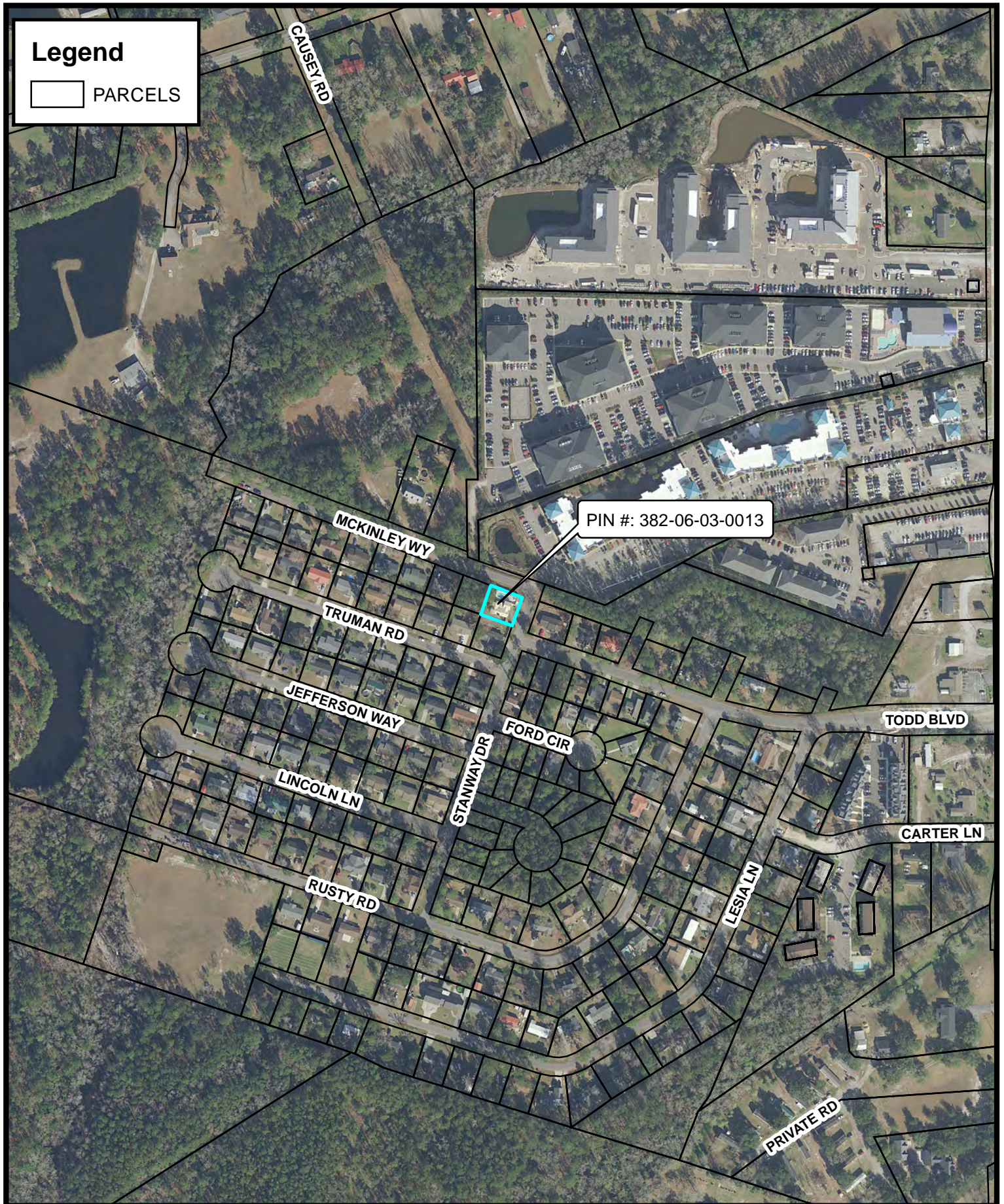






# Legend

PARCELS



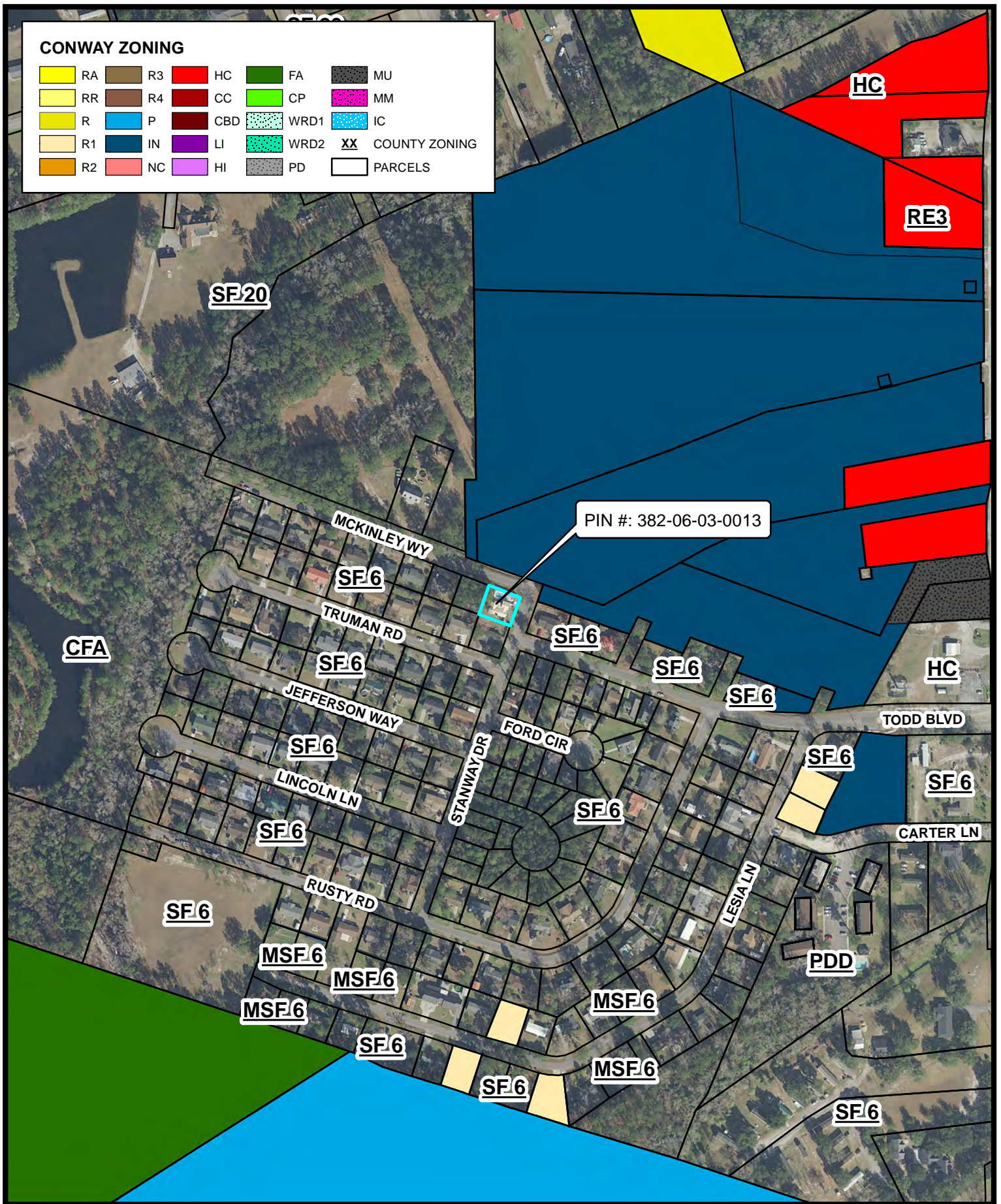
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.



PIN #: 382-06-03-0013  
TMS #: 150-17-12-001  
600 STANWAY DR  
(P23-0361)








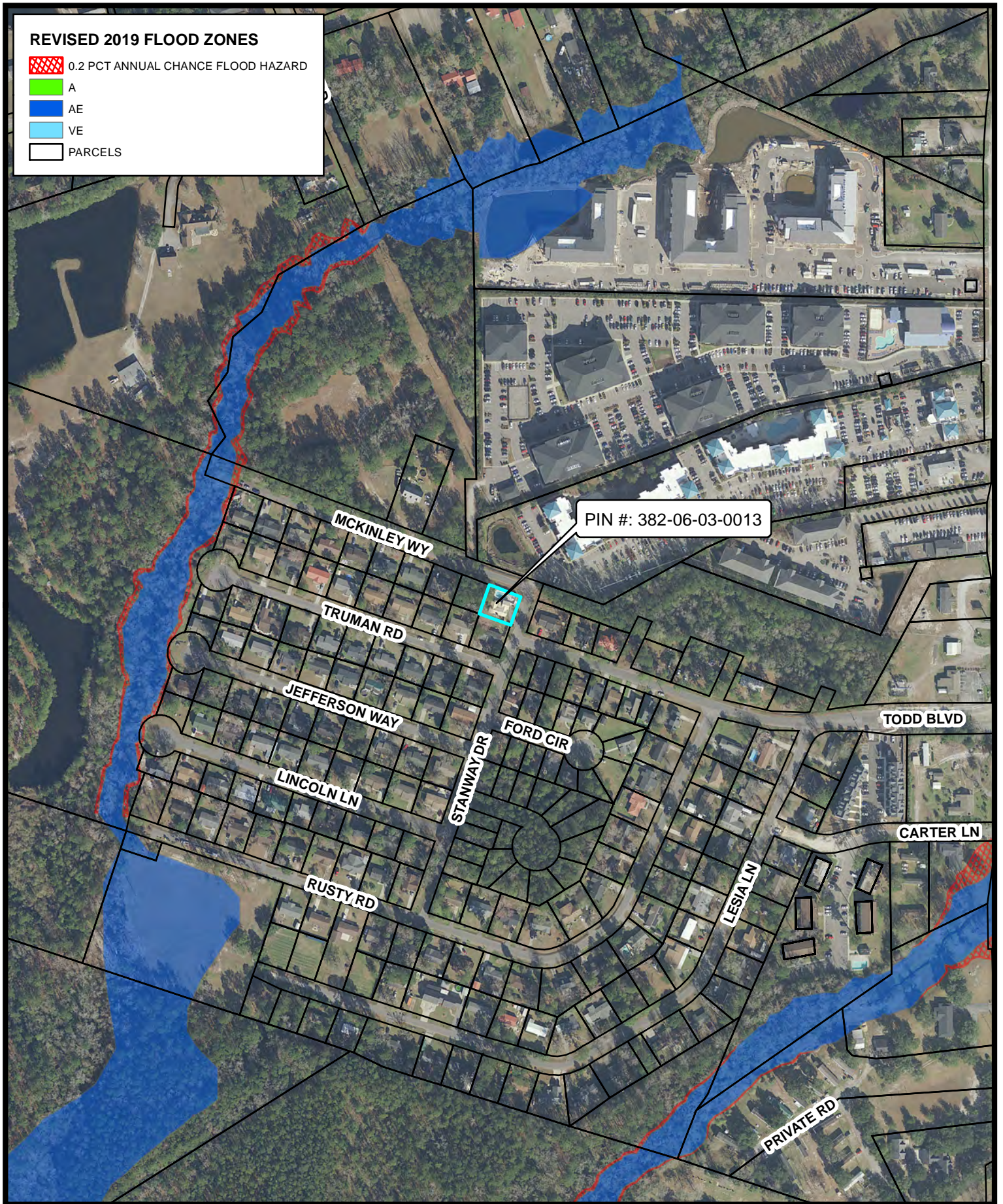























# REVISED 2019 FLOOD ZONES

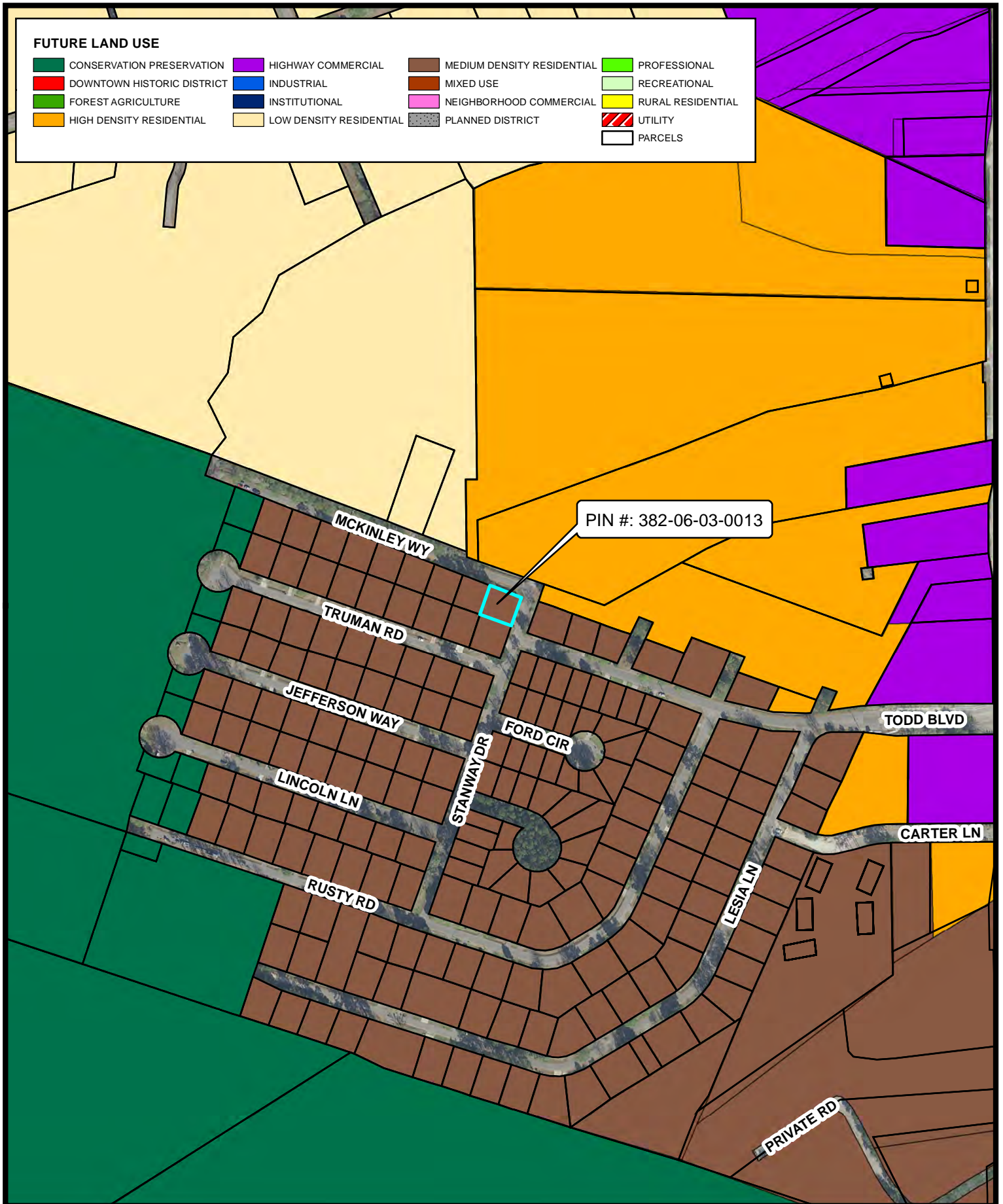
-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





# FUTURE LAND USE

 CONSERVATION PRESERVATION	 HIGHWAY COMMERCIAL	 MEDIUM DENSITY RESIDENTIAL	 PROFESSIONAL
 DOWNTOWN HISTORIC DISTRICT	 INDUSTRIAL	 MIXED USE	 RECREATIONAL
 FOREST AGRICULTURE	 INSTITUTIONAL	 NEIGHBORHOOD COMMERCIAL	 RURAL RESIDENTIAL
 HIGH DENSITY RESIDENTIAL	 LOW DENSITY RESIDENTIAL	 PLANNED DISTRICT	 UTILITY
			 PARCELS







STATE OF SOUTH CAROLINA )

) RESTRICTIVE COVENANT

COUNTY OF HORRY )

KNOW ALL ME BY THESE PRESENTS, that, (I, we) Bryce Tate & Traci Arnold-Tate  
(Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway.  
The property/parcel is situated outside the corporate limits of the City Of Conway. The  
property/parcel is identified in the records of the Assessor of Horry County as Parcel Identification  
Number (PIN) 382-06-03-0013 and is physically located at  
600 Stanway Dr Conway SC 29526  
The above referenced property was conveyed by deed to the Grantor and recorded in the Office of  
the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 4673 at  
Page 2592.

We understand and agree that as a condition of service and connection of the Water and/or  
Sewer System to the above referenced property, we will petition, when requested by the City Of  
Conway (by Group or Individual method) for annexation to the City Of Conway under Section 5-  
3-150 of the Code of Laws for the State of South Carolina. We further understand that it may be  
necessary to execute a petition for annexation on more than one occasion; however, the final  
acceptance of the said petition rests upon an affirmation vote of a majority of the governing body  
of the City of Conway.

It is understood and agreed upon that this covenant shall be legally binding upon  
(myself/us) as the Grantor(s), and our heirs and successors. Any violation of, or refusal to sign,  
said petition shall result in either legal recourse for nonperformance by the City, and/or termination  
of water and/or sewer services provided to the premises.

It is further understood and agreeable that the City may inspect and approve the owner's  
water and/or sewer system prior to connection to insure compliance with the City and State  
regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance  
with the guidelines and policies set forth by the City of Conway.

All rights, powers, and privileges hereby granted to the City of Conway as grantee shall  
convey to its heirs, successors and assigns, and shall be binding upon the heirs, successors,  
administrators, executors and assigns of the Grantor. Grantor acknowledges that the conditions of  
this agreement and this agreement itself is a restriction and covenant of the title of the above  
reference property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is  
mutually agreeable that upon any dividing, separation, or split of the above referenced property,  
this agreement shall remain binding upon the successors and heirs of such division, and that this  
covenant shall remain binding upon the successors and heirs of such division, and that this covenant  
shall remain a restriction and covenant on the title of the parcel resultant of such division.

Deed BK: 4674 PG: 2702 Doctype: 082  
05/02/2023 at 10:17:24 AM, 1 OF 2

Marion D. Foxworth III  
HORRY COUNTY, SC REGISTRAR OF DEEDS



IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

28<sup>th</sup> day of April 2023.

SIGNED, SEALED AND DELIVERED by:  
Grantor in the presence of:

Dug Rvo2  
Witness

K-i-D-i  
Witness or Notary

[Signature]  
Grantor Name

Traci Arnold-Gate

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

Dug Rvo2

Witness

SWORN TO BEFORE ME THIS 28<sup>th</sup>  
DAY OF April, 2023

K-i-D-i

NOTARY PUBLIC FOR SOUTH CAROLINA (signature)

Katherine Dennis

NOTARY PUBLIC FOR SOUTH CAROLINA (printed)

My commission expires: April 15, 2031

Section 26-1-120 (E) (4): A witness is not a party to or a beneficiary of the transaction, signed the record as a subscribing witness.



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: Pine Valley Estates  
PIN: 382 04 03 0013 ACREAGE: \_\_\_\_\_  
PROPERTY ADDRESS: 600 STANWAY DR CONWAY SC 29527  
PROPERTY OWNER MAILING ADDRESS: 100 MAPLE AVE WARRICK NC 28093  
PROPERTY OWNER TELEPHONE NUMBER: 401 757 1699  
PROPERTY OWNER EMAIL: JJ MONTY 101@msn.com  
APPLICANT: JEFFREY MONTY  
APPLICANT'S EMAIL: JJ MONTY 101@msn.com  
IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

IF NOT: PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Jeffrey Monty  
(Print)

[Signature]  
(Signature)

DATE: 12-14-23

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_





## PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: yes Structure Type: house

Current Use: \_\_\_\_\_

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

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Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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---

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

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**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

[planning@cityofconway.com](mailto:planning@cityofconway.com)



# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 600 STANLEY DR FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): 0.10 PIN: 38200030013

CURRENT ZONING CLASSIFICATION: SF 0

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: R-2

REQUESTED ZONING CLASSIFICATION: R1

NAME OF PROPERTY OWNER(S):

Jeffrey Monty PHONE # (401) 757 1699

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

100 MAPLE AVE W. WARWICK RI 02893

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

[Signature] 12-14-23  
PROPERTY OWNER'S SIGNATURE(S) DATE

PROPERTY OWNER'S SIGNATURE(S) DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

**DATE: JANUARY 2, 2024**

**ITEM: XL.C.**

**ISSUE:**

**First Reading of Ordinance #ZA2024-01-16 (C)**, to annex approximately 0.25 acres of property located at 1674 Destiny Lane (PIN 383-01-04-0010), and rezone from the Horry County General Residential (GR) district to the City of Conway Low-Density Residential (R) district.

**BACKGROUND:**

The application for annexation was submitted by the applicant as a requirement to connect to city utility services. According to Horry County Land Records, the property was transferred into the applicant's names in July 2022. The property is located on Destiny Ln, near the intersection of Cox Ferry Rd and behind the 7-Eleven on Hwy 501. Restrictive Covenants were recorded for the property in April 2022.

There are currently no other properties on Destiny Lane that have been annexed into the city limits. This lot contains a duplex, as does most of the other properties on Destiny Lane. City Council voted against annexation of the property immediately adjacent to this property (1670 Destiny Lane) at their October 2, 2023 Council meeting.

Other properties from within the neighborhood immediately adjacent to this property (College Place) which were proposed for annexation in recent months were denied annexation.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this property as High-Density Residential.

*The intent of the high-density residential district is to provide for high-density attached, detached, semi-attached, and multifamily residential development in the City of Conway, and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.*

**STAFF RECOMMENDATION:**

This area is adjacent to Hwy 501, and close to Hwy 544. This property is also located within Horry County's CCU Overlay District, as several properties in this area are rented primarily to college students. Staff supports the City's Future Land Use Map and recommends against annexation of the property at this time. If Council supports annexation of the property, staff recommends that the property be zoned R-3, which will first require a public hearing be held by Planning Commission. The R district does not permit duplex units, and it should be anticipated that the adjacent properties will have to request annexation at some point in the future as well.



**ORDINANCE #ZA2024-01-16 (C)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.25 ACRES OF PROPERTY  
LOCATED AT 1674 DESTINY LANE (PIN 383-01-04-0010), AND REQUEST TO  
REZONE FROM THE HORRY COUNTY GENERAL RESIDENTIAL (GR) DISTRICT  
TO THE CITY OF CONWAY LOW- DENSITY RESIDENTIAL DISTRICT (R)  
DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.25 acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.25 acres of property located at 1674 Destiny Lane (PIN 383-01-04-0010), and request to rezone from the Horry County General Residential (GR) district to the City of Conway Low-Density Residential (R) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property.  
For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Low-Density Residential District (R) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_





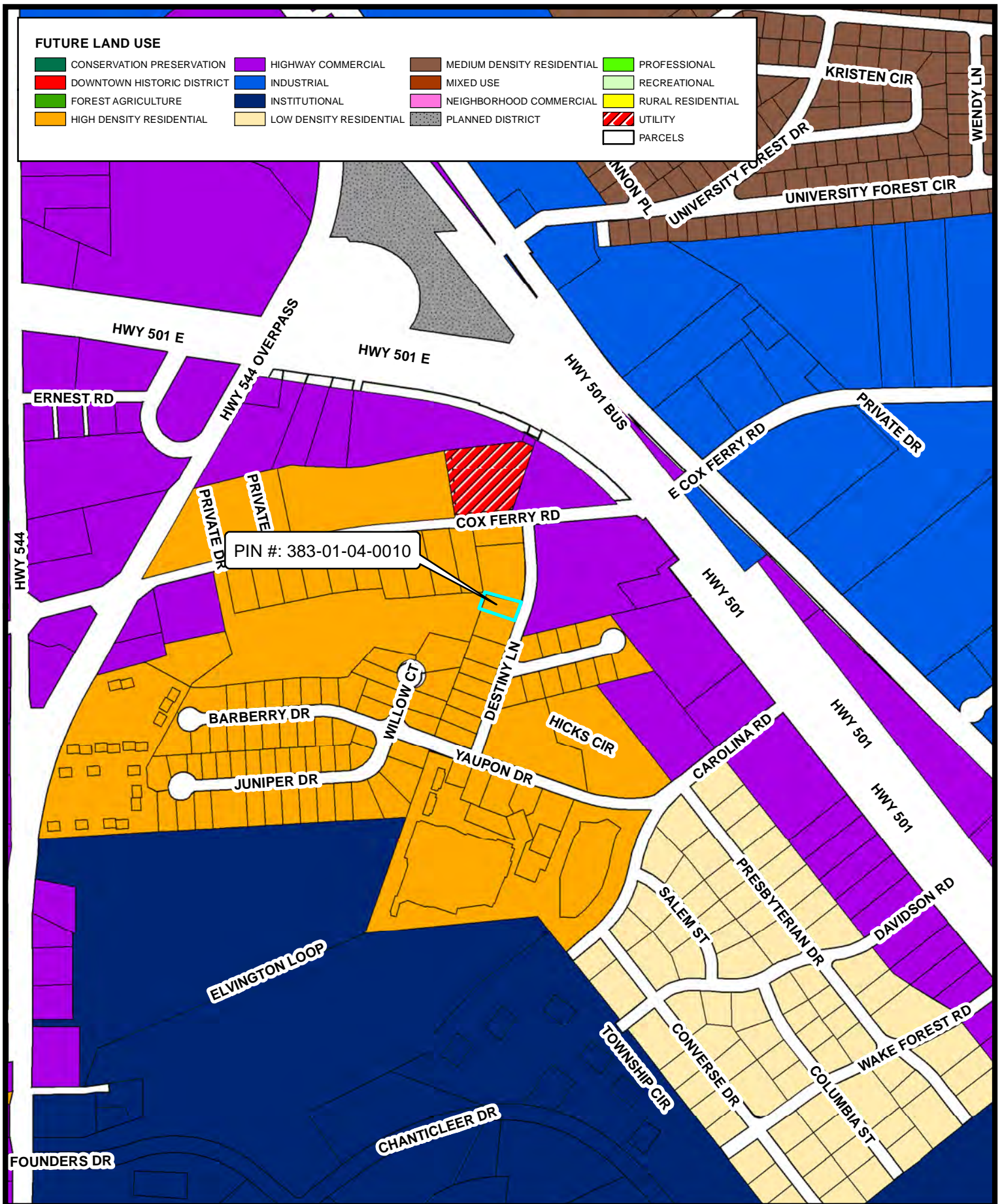




















# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )

PETITION FOR ANNEXATION

COUNTY OF HORRY )

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: Lot 8 W HWY 501

PIN: 383-01-04-0010 ACREAGE: .25

PROPERTY ADDRESS: 1674 Destiny Lane, Conway, SC 29526

PROPERTY OWNER MAILING ADDRESS: 205 Chatham Drive

PROPERTY OWNER TELEPHONE NUMBER: 843-421-9655

PROPERTY OWNER EMAIL: forman610@gmail.com

APPLICANT: QR Sun LLC

APPLICANT'S EMAIL: forman610@gmail.com

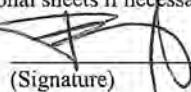
IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Jozsef Forman

(Print)

  
(Signature)

DATE: 11/29/2023

(Print)

(Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: yes \_\_\_\_\_ Structure Type: single family home (duplex with Unit A-Unit B)

Current Use: tenant occupied rental property

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

---

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---

Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

---

---

---

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

---

---

---

**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

[planning@cityofconway.com](mailto:planning@cityofconway.com)





# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

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PHYSICAL ADDRESS OF PROPERTY: 1674 Destiny Lane, Conway, SC 29526 FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): .25 PIN: 383-01-04-0010

CURRENT ZONING CLASSIFICATION: Horry County General Residential (GR)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: High Density Residential

REQUESTED ZONING CLASSIFICATION: R- Low Density Residential

NAME OF PROPERTY OWNER(S):

Jozsef Forman PHONE # 843-421-9655

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

205 Chatham Drive, Myrtle Beach, SC 29579

205 Chatham Drive, Myrtle Beach, SC 29579

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

PROPERTY OWNER'S SIGNATURE(S)

11/29/2023

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

**DATE: JANUARY 2, 2024**

**ITEM: XI.D.**

**ISSUE:**

**First Reading of Ordinance #ZA2024-01-16 (D)** to annex approximately 9.24 acres of property located at 2325 Hwy 501 East (PIN 383-11-01-0004), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

**BACKGROUND:**

On November 2<sup>nd</sup>, the applicant submitted an annexation and rezoning application for the subject property, located at 2325 Hwy 501 East. The property is currently in Horry County's jurisdiction, zoned Highway Commercial (HC). The property is currently being use for an automobile dealership. Until the applicant submitted the annexation application, there had not been restrictive covenants on file for this property; however, there are now recorded restrictive covenants on file, as of November 3, 2023.

The applicant is being required to request annexation from the Public Utilities Dept., as they need to tap into the City's water main to set a fire hydrant, and this is considered an extension of service. The plans have been in review at Horry County Code Enforcement for several months, as this issue of requiring annexation has been ongoing during the county's review process. The site has undergone several site improvements over the past decade, including additions, sign installations or replacements, and stormwater as a result of new structures. In 2016, they were issued a permit from Horry County for an addition valued at \$1.7 million.

Per *Section 3.2.10* of the UDO, the intent of the (City of Conway) Highway Commercial (HC) district is to *provide compatible locations to serve the automobile-oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City.*

*Surrounding Uses / Zoning Districts:*

The two properties that are located on each side of the subject property are zoned City of Conway Highway Commercial (HC).

**PLANNING COMMISSION:**

Planning Commission held the required public hearing on the request at their November 27, 2023 meeting, and recommended approval of the request to rezone to HC.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The future land use map of the *Comprehensive Plan* also identifies the subject property as Highway Commercial (HC).

**STAFF RECOMMENDATION:**

Staff recommends approval of **First Reading of Ordinance #ZA2024-01-16 (D)** to annex and rezone the property to the City of Conway Highway Commercial (HC) district.

**ORDINANCE #ZA2024-01-16 (D)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 9.24 ACRES OF PROPERTY  
LOCATED AT 2325 HIGHWAY 501 E. (PIN 383-11-01-0004), AND REQUEST TO REZONE  
FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT TO THE  
CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 9.24 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 9.24 acres of property located at 2325 Highway 501 E. (PIN 383-11-01-0004), and request to rezone from the Horry County Highway Commercial (HC) district, to the City of Conway Highway Commercial (HC) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property. For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.



**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

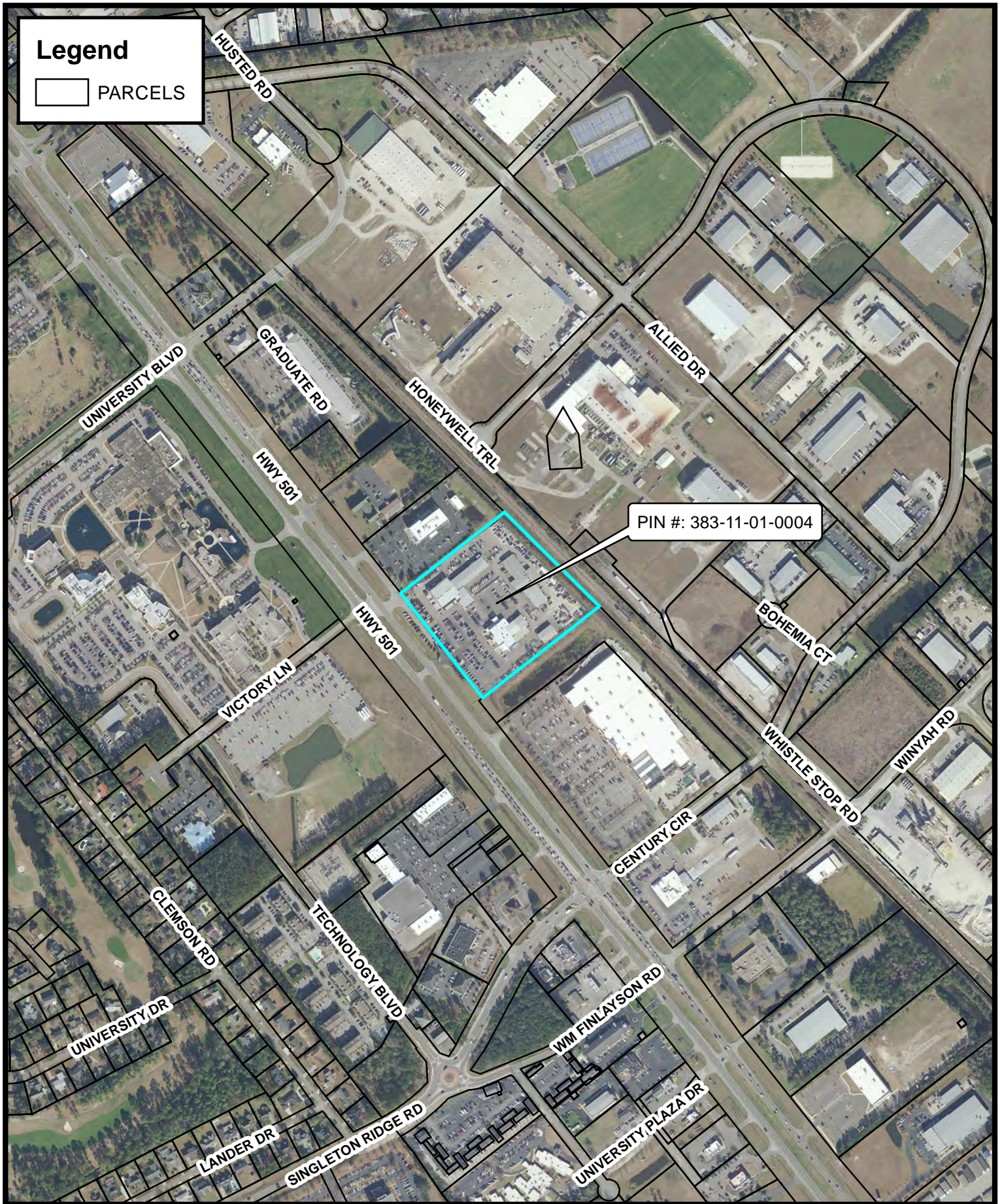
First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

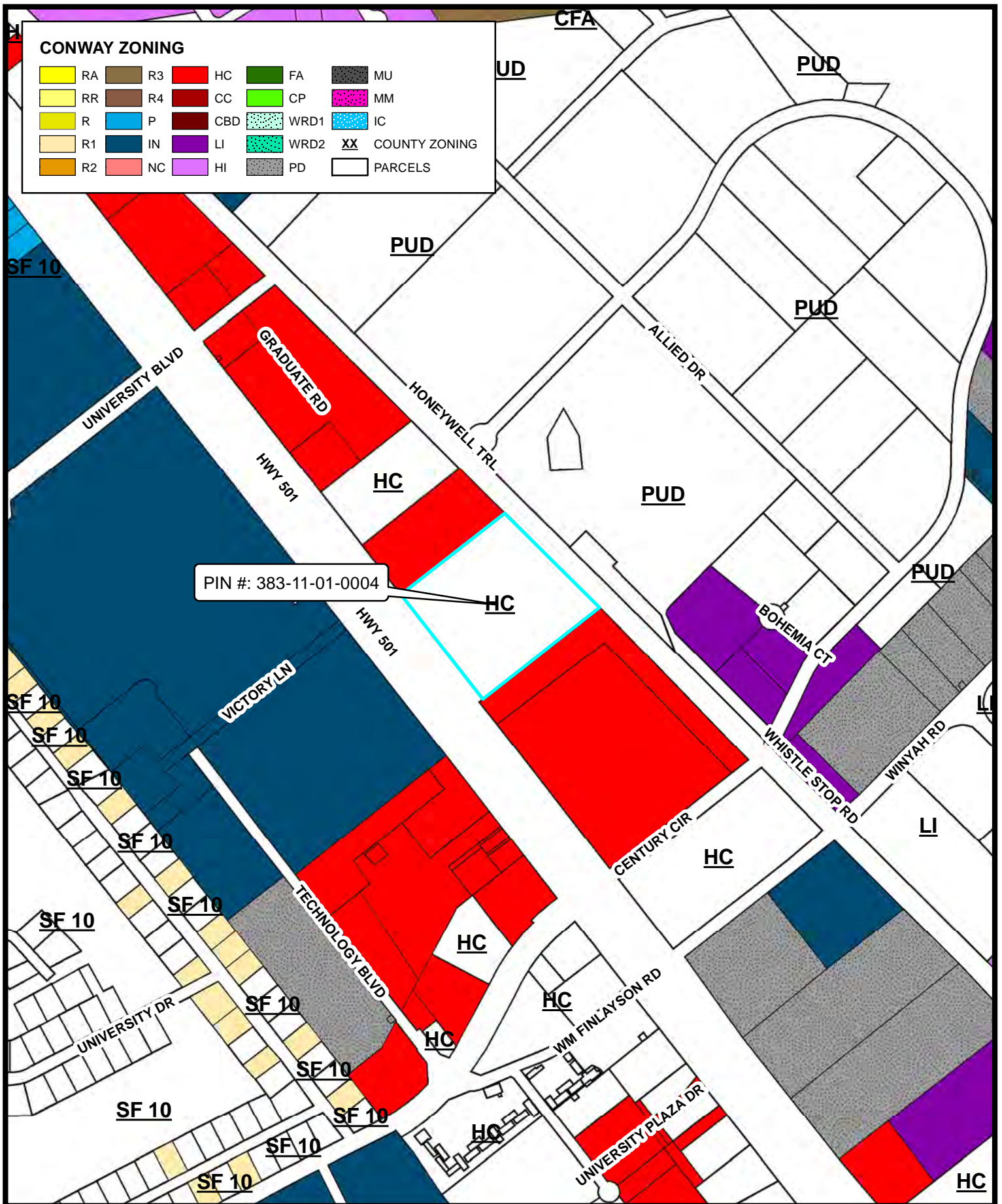








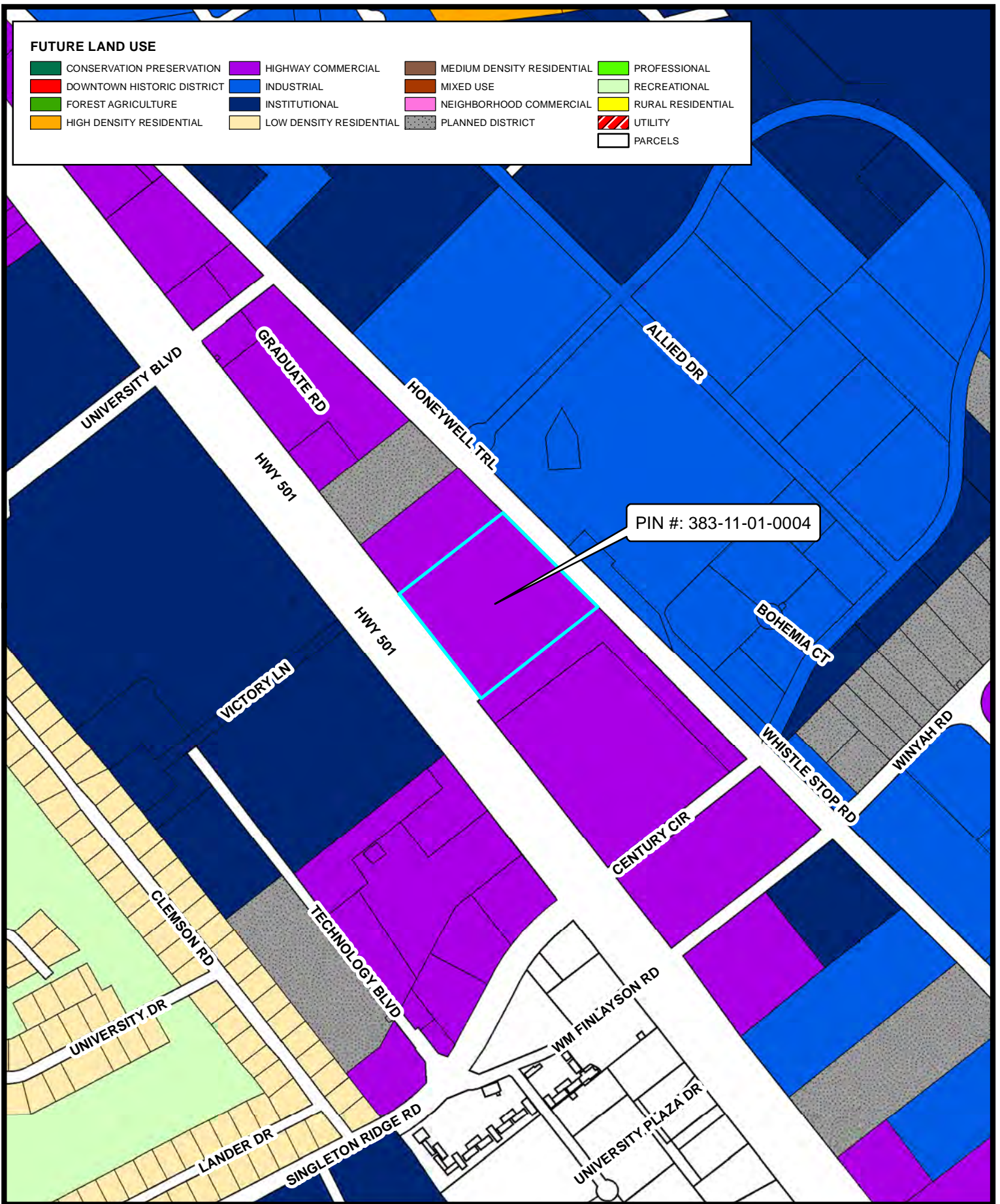











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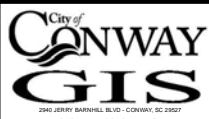
CONSERVATION PRESERVATION	HIGHWAY COMMERCIAL	MEDIUM DENSITY RESIDENTIAL	PROFESSIONAL
DOWNTOWN HISTORIC DISTRICT	INDUSTRIAL	MIXED USE	RECREATIONAL
FOREST AGRICULTURE	INSTITUTIONAL	NEIGHBORHOOD COMMERCIAL	RURAL RESIDENTIAL
HIGH DENSITY RESIDENTIAL	LOW DENSITY RESIDENTIAL	PLANNED DISTRICT	UTILITY
			PARCELS





# REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS



Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.



PIN #: 383-11-01-0004  
TMS #: 151-00-03-002  
2325 HWY 501 E  
(P23-0317)







# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: Hadwin-White Subaru  
PIN: 383-11-01-004 ACREAGE: 8.7  
PROPERTY ADDRESS: 2325 Hwy 501 East, Conway, SC 29526  
PROPERTY OWNER MAILING ADDRESS: P.O. Box 1045, Conway, SC 29528  
PROPERTY OWNER TELEPHONE NUMBER: 843-347-4633  
PROPERTY OWNER EMAIL: jordanhadwin@hadwin-white.com  
APPLICANT: Jordan Hadwin  
APPLICANT'S EMAIL: jordanhadwin@hadwin-white.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

C. Jordan Hadwin C. Jordan Hadwin  
(Print) (Signature)

DATE: 11-2-23

\_\_\_\_\_  
(Print) (Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: Yes (8) Structure Type: Masonry and Steel buildings

Current Use: Automobile Dealership, and Automobile Repair and Body shop

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

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Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

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**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**planning@cityofconway.com**



# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 2325 Hwy 501 East FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): 8.7 PIN: 383-11-01-0004

CURRENT ZONING CLASSIFICATION: Horry County - Highway Commercial

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: HC-Gateway Corridor

REQUESTED ZONING CLASSIFICATION: HC - Highway Commercial

NAME OF PROPERTY OWNER(S):

Hadwin-White Properties, LLC PHONE # 843-347-4633

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

P.O. Box 1045, Conway, SC 29528

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

C. Jordan Hadwin  
PROPERTY OWNER'S SIGNATURE(S)

11-2-23  
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.





## PLANNING DEPARTMENT

196 LAUREL STREET  
CONWAY, SOUTH CAROLINA 29526  
843-488-9888  
WWW.CITYOFCONWAY.COM

### DESIGNATION OF AGENT

(If the Property Owner Wishes To Appoint an Agent to Represent Him or Herself)

Agents Name: G3 Engineering & Surveying, LLC (Bruce Robinson)

Address: 24 Commerce Drive, Pawleys Island, SC 29585

Telephone: 843-237-1001 Email: permit@g3engineering.org

I hereby appoint the person(s) listed above as agent to act on my behalf for the purpose of filing such application for a variance/rezoning request as he/she shall deem necessary and proper.

C. Jordan Hadwin  
PROPERTY OWNER(S) NAME (PRINT)

C. Jordan Hadwin  
PROPERTY OWNER SIGNATURE

11-6-23  
DATE

**DATE: JANUARY 2, 2024**

**ITEM: XI.E.**

**ISSUE:**

**First Reading of Ordinance #ZA2024-01-16 (E)** to rezone approximately 1.84 acres of property located at/near the intersection of Oak Street and Medlen Parkway (PIN 338-02-01-0038) from the City of Conway Neighborhood Commercial (NC) district to the City of Conway Medium-Density Residential (R-2) district.

**BACKGROUND:**

The applicant submitted a rezoning application for the subject property, located on Medlen Parkway, at the intersection with Oak Street. The property is currently zoned Neighborhood Commercial (NC), and is currently vacant. The application to rezone did not specify the proposed use of the property; however, the applicant stated to Planning Commission that the intent was to construct a duplex on the property.

**Neighborhood Commercial (NC) (*current zoning*)**

Per *Section 3.2.9* of the UDO, the intent of the Neighborhood Commercial (NC) district is to provide small-scale retail and service uses for nearby residential areas. Dimensional requirements and design standards of the NC district are intended to promote compatibility to surrounding residential areas and accommodate pedestrian use and access. Strip commercial development, designed primarily to accommodate vehicular access and parking, and development that is insensitive or incompatible with the scale and character of the surrounding residential areas, is discouraged in this district.

**Medium-Density Residential (R-2) (*proposed zoning*)**

Per *Section 3.2.4* of the UDO, the intent of the R-2 District is to provide areas for medium density attached, detached, semi-attached and multi-family residential development in the City of Conway, and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.

**Surrounding Uses / Zoning:**

The subject property abuts property that is currently vacant, but has been previously identified as future phases of the Elmhurst subdivision (phases 5, 6). Also abutting the subject property is the existing North Oaks Apartments development, which fronts on Oak Street. Both of these properties are zoned R-2.

On the other side of Medlen Parkway is the Midtown Village subdivision and the newer Midtown Oaks subdivision; both of which are zoned R-3 (high-density residential). On the other side of Oak Street is the Kingston Bay subdivision, zoned R-2.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The future land use map of the *Comprehensive Plan* identifies the subject property as *Conservation Preservation (CP)*, **likely due to the fact that almost, if not all, of the parcel is within the AE flood zone**, which will require that any structure(s) constructed on the property be elevated to the established base flood elevation (BFE) per the latest FIRM maps.

Per *Section 3.2.15* of the UDO, the *intent of the CP District is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial, or other uses capable of adversely affecting the relatively undeveloped character of the district.*

In 2023, the City adopted the Resiliency Element of the City of Conway Comprehensive Plan (2035). The Resiliency Element, the latest element that is required to be included in the Comprehensive Planning process and signed into law by Governor McMaster in 2020, considers the impacts of flooding, high water, and natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, and public health, safety and welfare. The ultimate goal of the Resiliency Element is to *promote resilient planning, design and development*. It includes recommendations for future policies and projects to increase Conway’s state of resilience.

One of the goals that was adopted in the City’s Resiliency Element was to “*facilitate the preservation of the floodplain and the conservation of environmentally sensitive areas.*” Some of the strategies that were identified to aid in achieving this goal are as follows:

- Limit/prohibit fill in the flood zone hazard areas within the floodplain in order to reduce flood vulnerabilities;
- Limit/prohibit the raising of homes through the use of fill in areas deemed to be within a special flood hazard area;
- Prohibit fill in the regulatory flood zones of all major and minor residential developments, including commercial and multifamily development.

Another goal adopted in the Resiliency Element is to “*protect and restore natural flood mitigation features.*” Some of the strategies identified to aid in achieving the goal are:

- All residential lots platted outside of the Special Flood Hazard Area (SFHA) and buffer areas;
- No grading, fill, or permanent structures within the SFHA (with certain exceptions);
- No grading, fill, or permanent structures within the H. Florence adjusted Base Flood Elevation (BFE) (with certain exceptions).

### **PLANNING COMMISSION:**

On November 27, 2023 Planning Commission held the required public hearing on the request to make a recommendation to City Council. Although not unanimous, Planning Commission recommend approval of the rezoning request.

### **STAFF RECOMMENDATION:**

Staff supports the Comprehensive Plan, and has worked with developers and land owners since the Flood Damage Prevention Ordinance was adopted to ensure that to the extent possible, no development occurs within flood zones, or that no lots are platted within flood zones. Due to the fact that the entirety of the subject property is located within a flood zone and also contains a *flood way*, along with the city’s desire to limit and/or prohibit development and fill within any identified special flood hazard areas (SFHA), staff recommends disapproval of the request to rezone the subject property to Medium-Density Residential (R-2).



**ORDINANCE #ZA2024-01-16 (E)**

**AN ORDINANCE TO REZONE APPROXIMATELY 1.84 ACRES OF PROPERTY  
LOCATED ON OR NEAR THE CORNER OF MEDLEN PARKWAY AND OAK STREET  
(PIN 338-02-01-0038) FROM THE NEIGHBORHOOD COMMERCIAL (NC) DISTRICT TO  
THE MEDIUM-DENSITY RESIDENTIAL (R-2) DISTRICT.**

**WHEREAS,** pursuant to *Title 6, Chapter 29* of the Code of Laws of South Carolina, the City of Conway enacted the Zoning Ordinance of the City of Conway, South Carolina; and

**WHEREAS,** *Article 13, Section 13.1.7* of the City of Conway Unified Development Ordinance (UDO) provides that regulations, restrictions, and boundaries set forth in the UDO may be amended, supplemented, changed, or repealed in accordance with *S.C. Code §6-29-760*; and

**WHEREAS,** a petition has been submitted to rezone approximately 1.84 acres located on or near the corner of Medlen Parkway and Oak Street (PIN 338-02-01-0038) from the Neighborhood Commercial (NC) district to the Medium-Density Residential (R-2) district; and

**WHEREAS,** the Planning Commission of the City of Conway, on November 27, 2023, held the required public hearing to discuss the request to rezone from Neighborhood Commercial (HC) to Medium-Density Residential (R-2), and made their recommendation; and

**WHEREAS,** City Council determined that it is in the best interest of the health, safety, and general welfare of the City of Conway and its citizens to approve the subject rezoning petition as presented. Therefore, be it

**ORDAINED,** by Conway City Council, in Council duly assembled, that the zoning boundaries of the Official Map of the City of Conway, together with explanatory matter herein, be revised as follows:

Rezone approximately 1.84 acres located on or near the corner of Medlen Parkway and Oak Street (PIN 338-02-01-0038) from the Neighborhood Commercial (NC) district to the Medium-Density Residential (R-2) district; and be it further

**ORDAINED,** that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

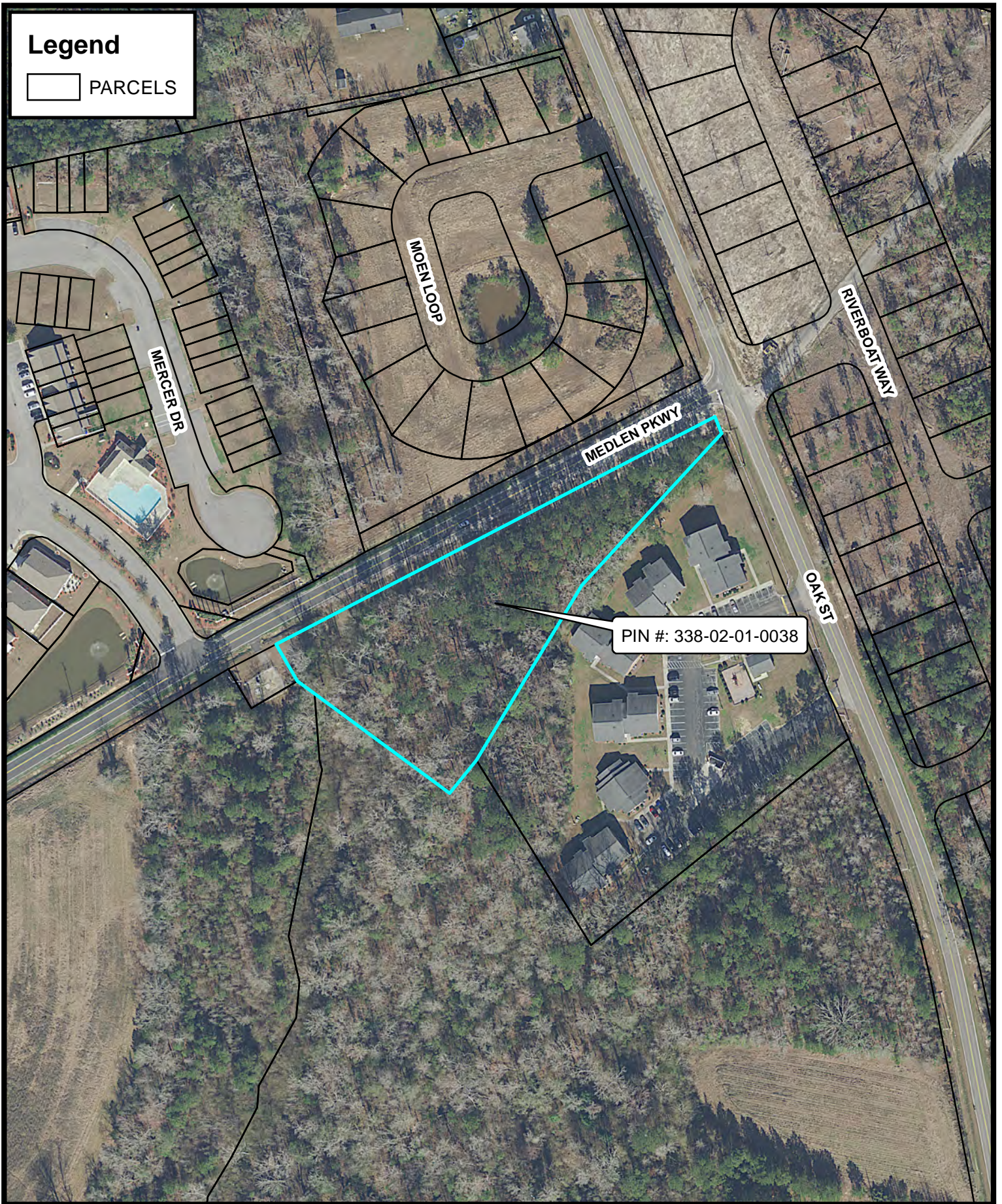
Final Reading: \_\_\_\_\_



# Legend



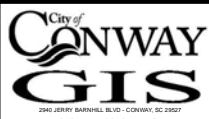
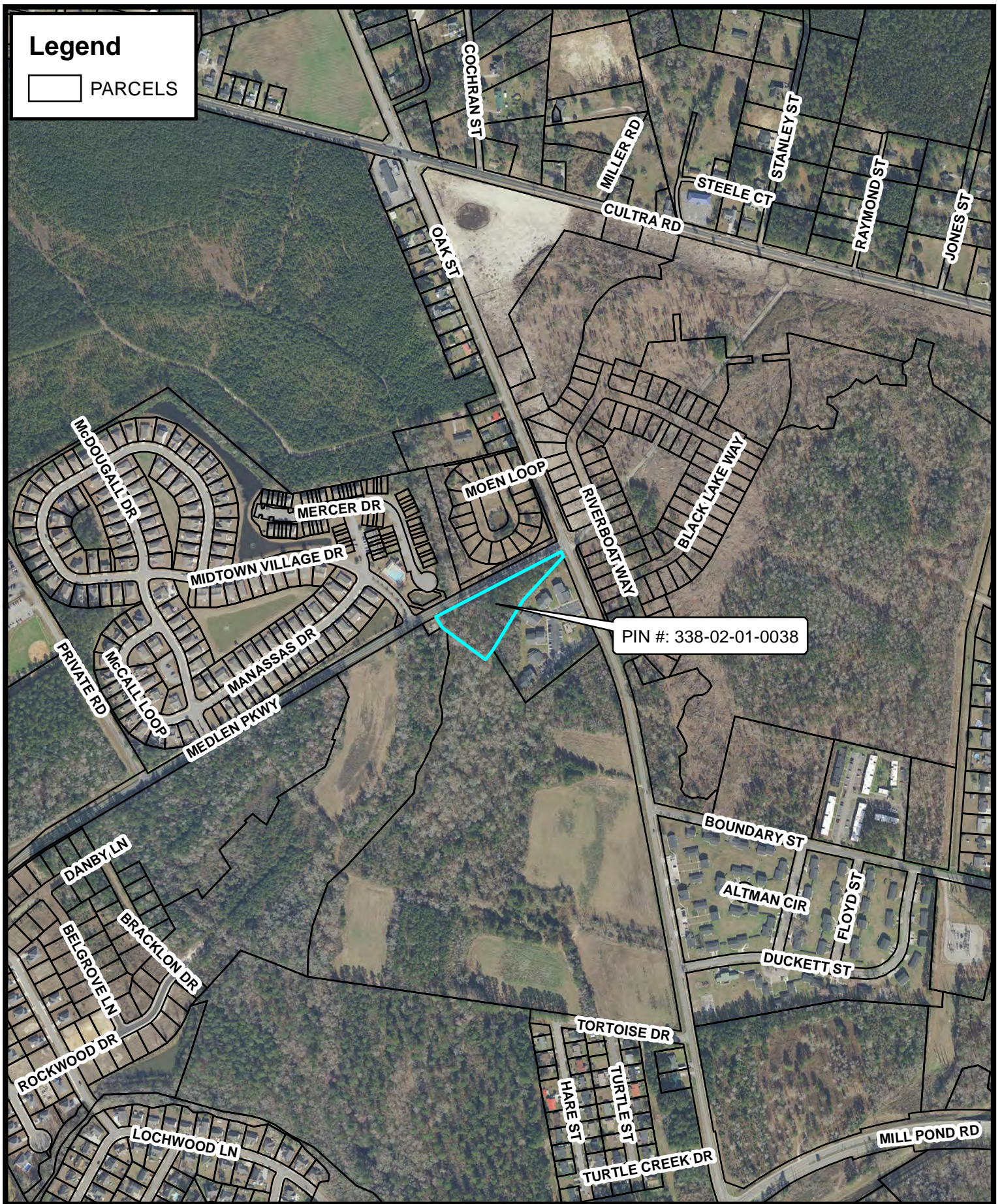
PARCELS





# Legend

 PARCELS



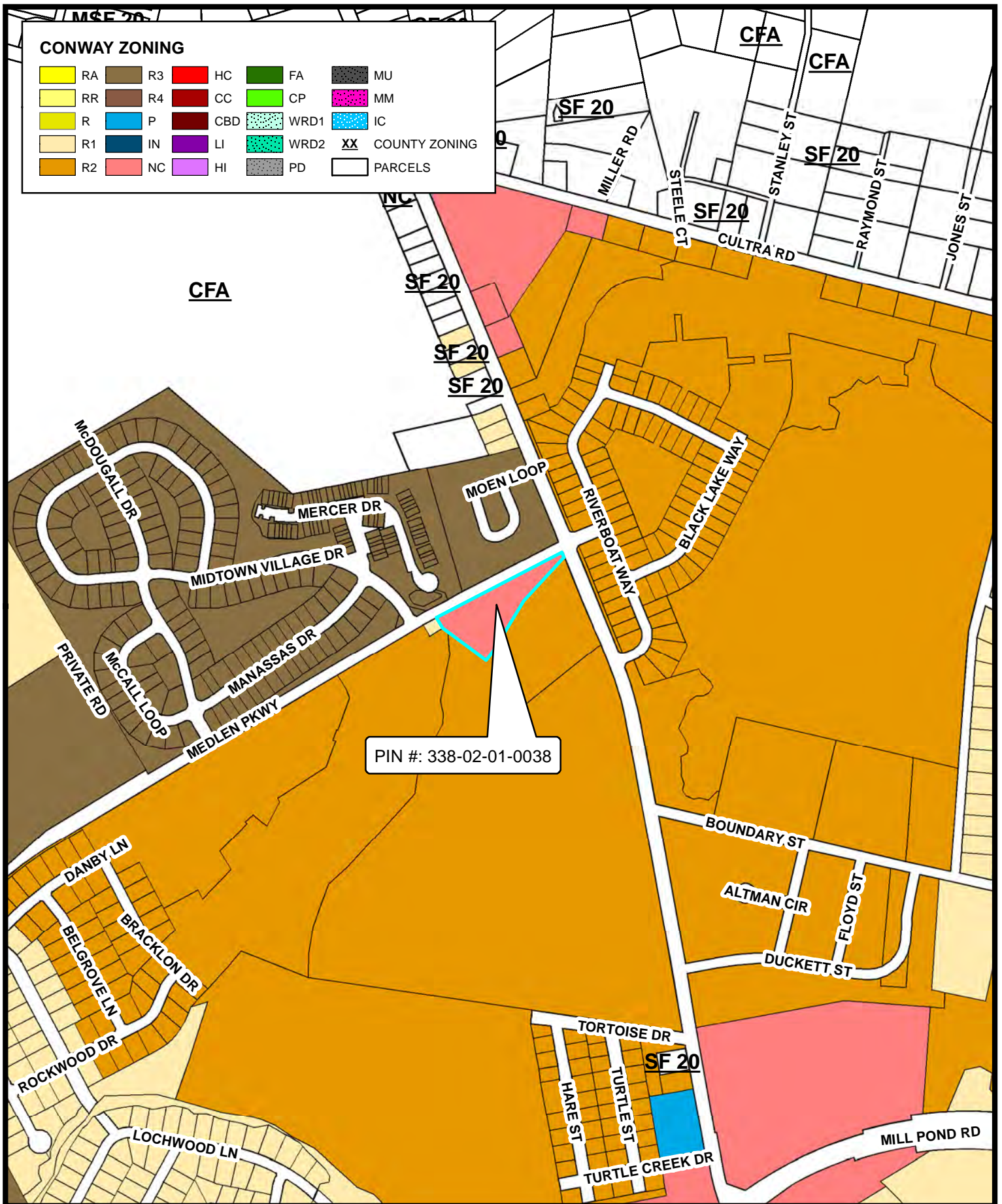
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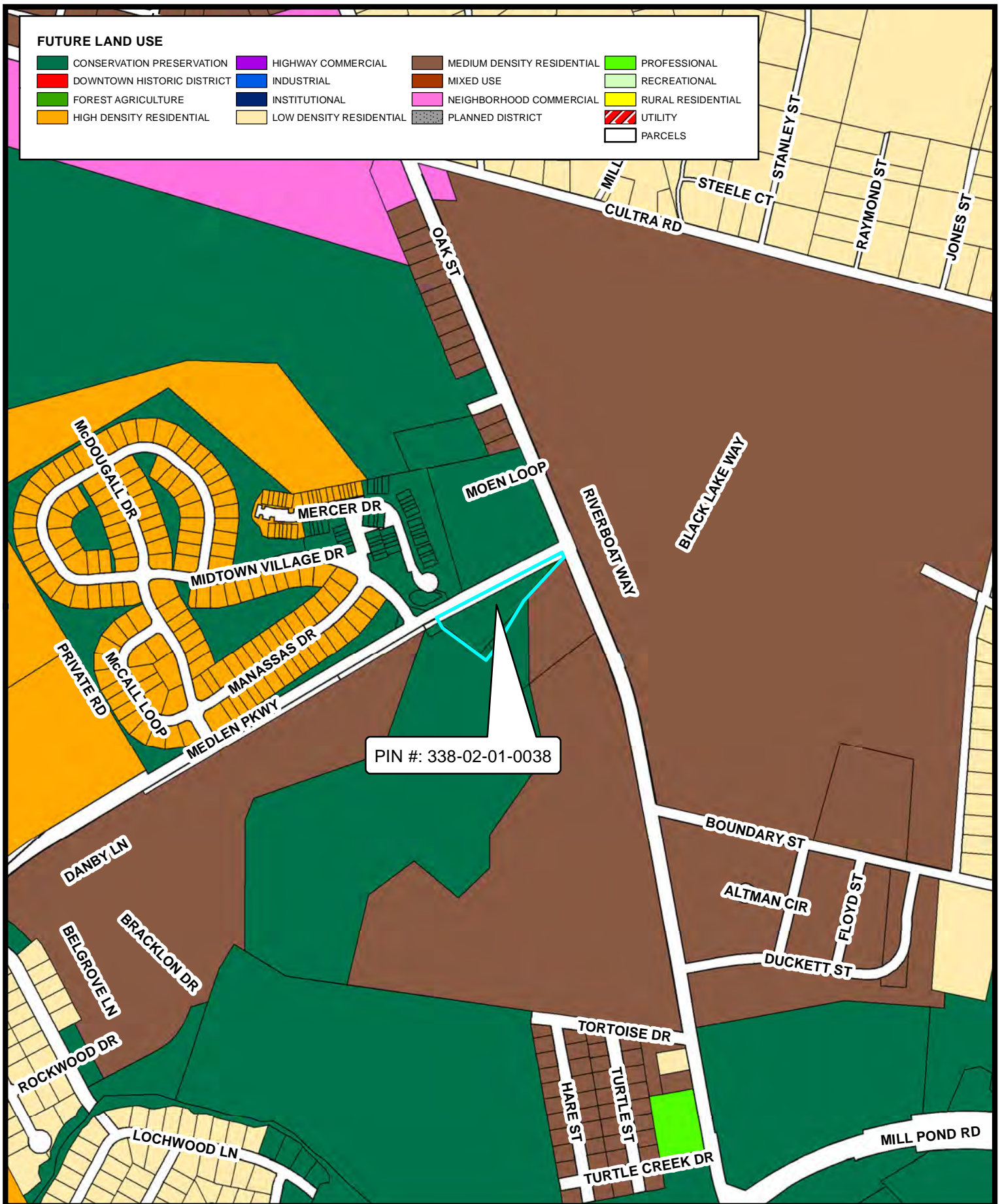
PIN #: 338-02-01-0038  
TMS #: 122-00-04-071  
MEDLIN PARKWAY  
(P23-0307)












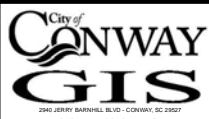
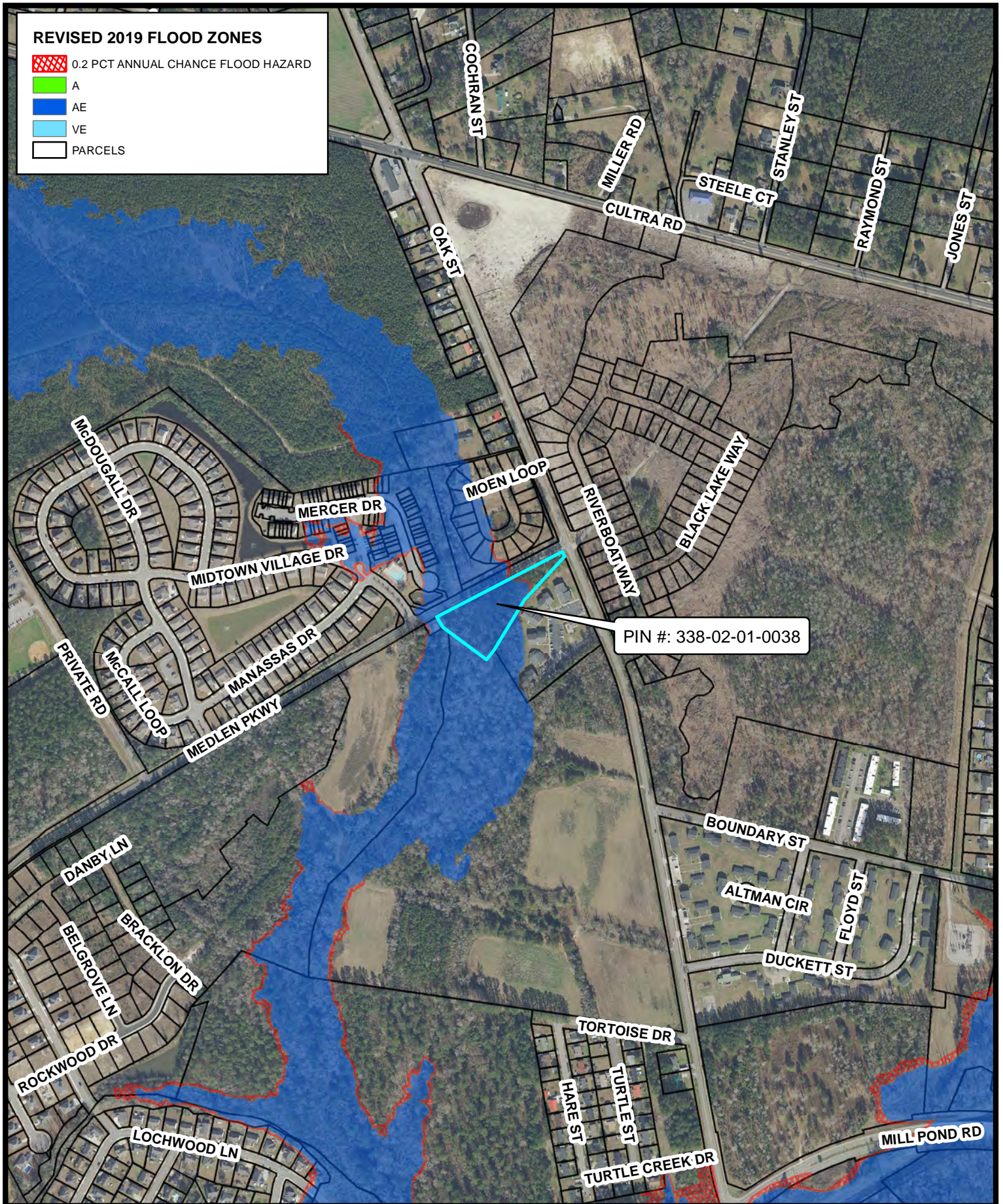






# REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS



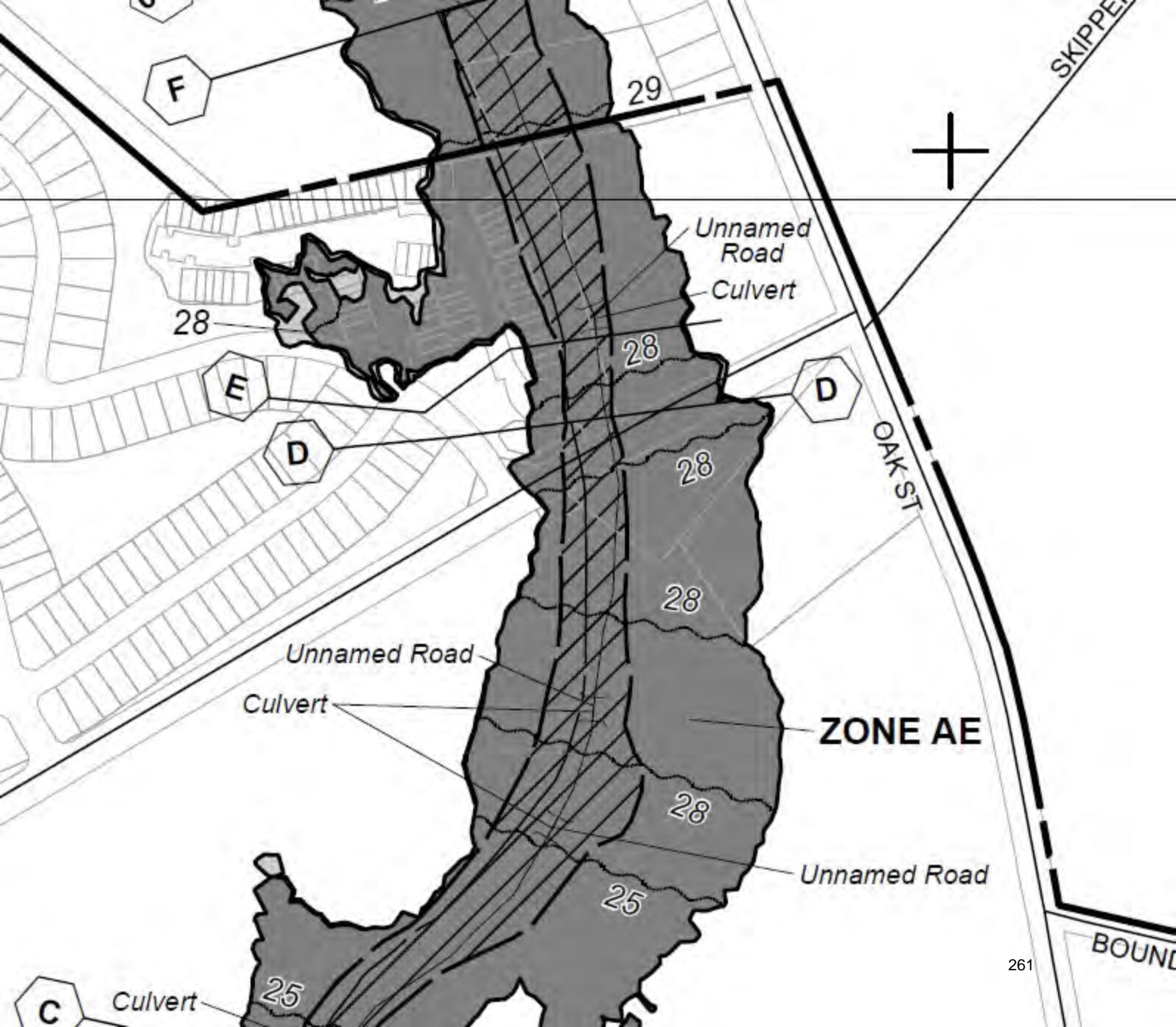
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PIN #: 338-02-01-0038  
TMS #: 122-00-04-071  
MEDLIN PARKWAY  
(P23-0307)









# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

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PHYSICAL ADDRESS OF PROPERTY: TBD Medlin Parkway FEE PAID ☐ YES ☐ NO

AREA OF SUBJECT PROPERTY (ACREAGE): 1.84 acres PIN: 33802010038

CURRENT ZONING CLASSIFICATION: NC

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Forest Agriculture

REQUESTED ZONING CLASSIFICATION: R2

NAME OF PROPERTY OWNER(S):

Michael A. Green Builders, Inc.

PHONE # 843-222-3681

PHONE # \_\_\_\_\_

MAILING ADDRESS OF PROPERTY OWNER(S):

2200 Woodstork Drive Conway, SC 29526

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

[Signature]  
PROPERTY OWNER'S SIGNATURE(S)

12/11/23  
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

CHRIS SANSBURY  
CHRISANSBURYRE@gmail.com  
843-254-1320



**DATE: JANUARY 2, 2024**

**ITEM: XI.F.**

**ISSUE:**

**First Reading of Ordinance #ZA2024-01-16 (F)** of an amendment to *Article 2 – Definitions* and *Article 5 – Specific Use Regulations*, of the *City of Conway Unified Development Ordinance (UDO)*, regarding the requirements for Electric Vehicle Charging Stations (EVCS) and associated equipment.

**BACKGROUND:**

Many cities and towns across the country are amending their general code or zoning ordinance to address the growing popularity of electric vehicles. In South Carolina, cities such as Greenville and Hilton Head have existing ordinances pertaining to electric vehicle charging stations, and the City of Charleston is currently working on an ordinance to address electric vehicle infrastructure. Charleston’s code would require that at least a dryer-type outlet with wiring and a junction box be installed in new single-family homes. New shopping centers and food stores would need one charging station per 50 spaces and at least one spot ready to handle portable chargers for every 10 spaces. While many states across the US offer incentives relating to electric vehicle charging stations, there are also several states that *require* them, or that require new buildings to be “EV ready”.

There are different levels of EV charging stations, from EVSE (Electric Vehicle Supply Equipment) – which provides the necessary charging interface to charge a plug-in vehicle; a **Level 1 Charger**, which uses a 120-volt AC plug – used most often in homes; a **Level 2 charger**, which uses a 240-volt AC plug for commercial use (provides 10-20 miles of range per hour of charging); and **Level 3, or DC (direct-current) Fast Charging (DCFC)**, which uses 480-volt AC Plug that can charge a vehicle (to +/- 80% charge) in 30 minutes. Tesla’s “Supercharger” sites are the DC Fast Charging types. These types of charging types are best for highway sites to enable longer vehicle trips.

The City of Myrtle Beach adopted an amendment to their code in February of this year to address EVCS’s (Ord. 2023-4). Per their amendment, Level 1 and 2 chargers are permitted as an accessory use for all permitted uses and zoning districts. Level 3 chargers, also called “Direct Current Fast Charging (DCFC)” stations, are also permitted for all uses and zoning districts, but with conditions, including parking requirements, setback requirements, and landscaping. All EVCS must be reviewed by the City’s Community Appearance Board if they are visible from rights-of-way.

In the City limits of Conway, there are a few locations that have Level 2 charging stations (*i.e.* the County Library, parking lot across from City Hall; city parking lot at the corner of Laurel and 4<sup>th</sup> Ave); however, there are currently no Level 3 charging stations (DCFC) in the city limits. City staff has received inquiries as to where they are permitted and the requirements for installation.

A Tesla Supercharger site, for example, looks like the ones located in the parking lot at Coastal Mall. There are not only the charging stations to consider but also the substation and other equipment

associated with the chargers. These types of charging stations may be considered unsightly if allowed to be constructed in the downtown area; specifically, the areas under the purview of the City's Community Appearance Board (CAB). Supercharging stations, or Level 3 stations would be better suited for automobile-oriented areas, such as Hwy 501, Hwy 701 (N and S), Hwy 378, etc., in shopping Centers and grocery store parking lots that are better equipped to accommodate charging stations that are considered DC Fast Chargers (*i.e.* superchargers) that use 480-volt plugs for each charging unit.

This amendment will not only address the need for EV charging infrastructure in the City limits, but will also include language that regulates which areas and zones the three different EV charging levels may be located. Level 1 and Level 2 chargers/charging stations would be permitted in all areas and zoning districts in the city limits as an accessory use. Level 3 charging stations, or DCFC stations, would be permitted as an accessory use in any zoning district that permits a gas/service station; provided that such use will not be located on property within a CAB review district; in which case the Level 3 charging station would be *prohibited*, regardless of the zoning district.

Included in the packet is additional information from Santee Cooper, the US Department of Energy, and the US Department of Transportation, regarding electric vehicle charging stations (EVCS) and the different levels associated with EVCS.

#### **PLANNING COMMISSION:**

Planning Commission held the required public hearing at their November 27, 2023 meeting, and recommended approval of the amendment to the UDO.

#### **STAFF RECOMMENDATION:**

Approval of **First Reading of Ordinance #ZA2024-01-16 (F)**.

**ORDINANCE #ZA2024-01-16 (F)**

**AMENDMENT TO *ARTICLE 2 – DEFINITIONS* AND *ARTICLE 5 – SPECIFIC USE REGULATIONS*, OF THE *CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE (UDO)* REGARDING THE REQUIREMENTS FOR ELECTRIC VEHICLE CHARGING STATIONS (EVCS) AND ASSOCIATED EQUIPMENT**

- WHEREAS,** Pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina 1976, as Amended known as the “South Carolina Local Government Comprehensive Planning Enabling Act of 1994” enabled the City of Conway to adopt the *Unified Development Ordinance (UDO)* of the City of Conway, South Carolina; and
- WHEREAS,** Article 13, Section 13.1.7 of the *UDO* provides that the regulations, restrictions, and boundaries set forth in said Ordinance may from time be amended, supplemented, changed, or repealed in accordance with S.C. State Code §6-29-760; and
- WHEREAS,** there has been an increase in the popularity of electric vehicles and a growing need for electric vehicle (EV) infrastructure across the country; and
- WHEREAS,** the *UDO* does not currently address electric vehicles or electric vehicle service equipment / charging stations; and
- WHEREAS,** the proposed amendment seeks to address the need for electric vehicle (EV) infrastructure and identifies the three (3) different charging levels, as well as the appropriate locations / zoning for each charging level; and
- WHEREAS,** Level 1 and Level 2 chargers/charging stations would be permitted anywhere in the city limits as an accessory use and Level 3 chargers/charging stations would be permitted as an accessory use in any zoning district that permits a gas/service station, with conditions, provided that such location is not located within a CAB review district; and
- WHEREAS,** following a review by the Planning Commission and the required public hearing conducted, it has been determined that the *UDO* should be amended relative to the requirements for electric vehicles (EV’s) and associated service equipment. Therefore, be it
- ORDAINED** by the City Council of the City of Conway, in Council duly assembled, that the *UDO* be amended as attached hereto; and be it further
- ORDAINED,** that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE:** This ordinance shall become effective upon final reading.



**RATIFIED BY CITY COUNCIL**, duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

## Article 2. Definitions

### Section 2.2 – Definitions

#### 2.2.1 General Definitions

**Electric Vehicle Charging Station (EVCS).** A device or station, containing one or more parking spaces that provide power to charge the batteries of an electric-powered vehicle (EV) or a plug-in hybrid electric vehicle (PHEV) through the use of an electric vehicle charger and/or electric vehicle service equipment (EVSE). There are 3 levels of EV charging:

- **Level 1 charging** operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.
- **Level 2 charging** operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
- **Level 3 charging, or Direct-current fast charging (DCFC)** operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

## Article 5. Specific Use Regulations

### Section 5.1 – Conditional Uses

#### 5.1.36 Electric Vehicle Charging Stations (EVCS)

The purpose of this Section is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of electric vehicle charging stations (EVCS) with associated supply/service equipment through regulations and other standards contained herein; subject to the following:

- A. Level 1 and Level 2 chargers and/or charging stations are permitted as an accessory to any use in all zoning districts.
- B. Level 3 chargers, or Direct-Current Fast Chargers (DCFC) and/or stations are permitted as an accessory use in zoning districts that permit a gas/service station as a principal use (NC, HC, CC, LI, HI), provided that the property is not located within a CAB review district, in which case, Level 3 chargers are prohibited, regardless of zoning.

Where installation of Level 3 chargers/charging stations are permitted, the following conditions apply:

1. Charging spaces / stations shall comply with ADA general accessibility requirements.
2. All chargers/charging stations and related service equipment shall meet a minimum 10-ft setback from all property lines and shall not be located within any sight triangles.
3. All service equipment associated with electric vehicle charging stations must be properly screened, in accordance with the standards set forth in Article 6.
4. Such charging spaces and/or stations shall be subject to site plan review and approval by the Planning Dept. and / or Construction Services (Building) Dept. All applicable zoning permits and/or building permits must be obtained prior to installation.
5. All conditions of prior approvals for the existing site and/or structure shall continue to be met.
6. Charging stations shall be compliant with all applicable building codes, fire codes, and all other applicable local, state, and federal laws regarding electric vehicle charging stations.

## Developing Infrastructure to Charge Electric Vehicles

Consumers and fleets considering electric vehicles (EVs)—which include all-electric vehicles and plug-in hybrid electric vehicles (PHEVs)—need access to charging stations. For most drivers, this starts with [charging at home](#) ([electricity\\_charging\\_home.html](#)) or at fleet facilities. Charging stations at [workplaces](#) ([electricity\\_charging\\_workplace.html](#)) and [public destinations](#) ([electricity\\_charging\\_public.html](#)), may help bolster market acceptance by offering more flexible charging opportunities at commonly visited locations. Community leaders can find out more through [EV readiness planning](#) ([pev-readiness.html](#)), including [case studies](#) (<https://afdc.energy.gov/case/3101>), of ongoing successes. The [EVI-Pro Lite tool](#) ([evi-pro-lite](#)) is also available to estimate the quantity and type of charging infrastructure necessary to support regional adoption of EVs by state or city/urban area and to determine how EV charging will impact electricity demand.

Charging the growing number of EVs in use requires a robust network of stations for both consumers and fleets. The [Alternative Fueling Station Locator](#) ([/stations/#/find/nearest](#)) allows users to search for public and private charging stations. Quarterly reports on [EV charging station trends](#) ([/fuels/electricity\\_infrastructure\\_trends.html](#)) show the growth of public and private charging and assess the current state of charging infrastructure in the United States.

Report new charging stations for inclusion in the Station Locator using the [Submit New Station](#) ([/stations/#/station/new](#)) form. Suggest updates to existing charging stations by selecting “Report a change” on the station details page.

Learn more about [state electrification planning and funding](#) ([/fuels/electricity\\_infrastructure\\_state\\_planning.html](#)), including information about the Bipartisan Infrastructure Law. For information on currently available charging infrastructure models, see the Electric Drive Transportation Association’s [GoElectricDrive website](#) (<https://www.goelectricdrive.org/charging-ev/charging-equipment-showroom>) and Plug In America’s [Get Equipped publication](#) (<https://pluginamerica.org/get-equipped/>), which include information on charging networks and service providers. For a list of ENERGY STAR certified chargers, see the U.S. Environmental Protection Agency’s [Product Finder list](#) ([https://www.energystar.gov/products/ev\\_chargers](https://www.energystar.gov/products/ev_chargers)).

## Charging Infrastructure Terminology

The charging infrastructure industry has aligned with a common standard called the [Open Charge Point Interface](#) (<https://evroaming.org/ocpi-background/>) (OCPI) protocol with this hierarchy for charging stations: location, EV charging port, and connector. The Alternative Fuels Data Center and the [Station Locator](#) ([/stations/](#)) use the following charging infrastructure definitions:

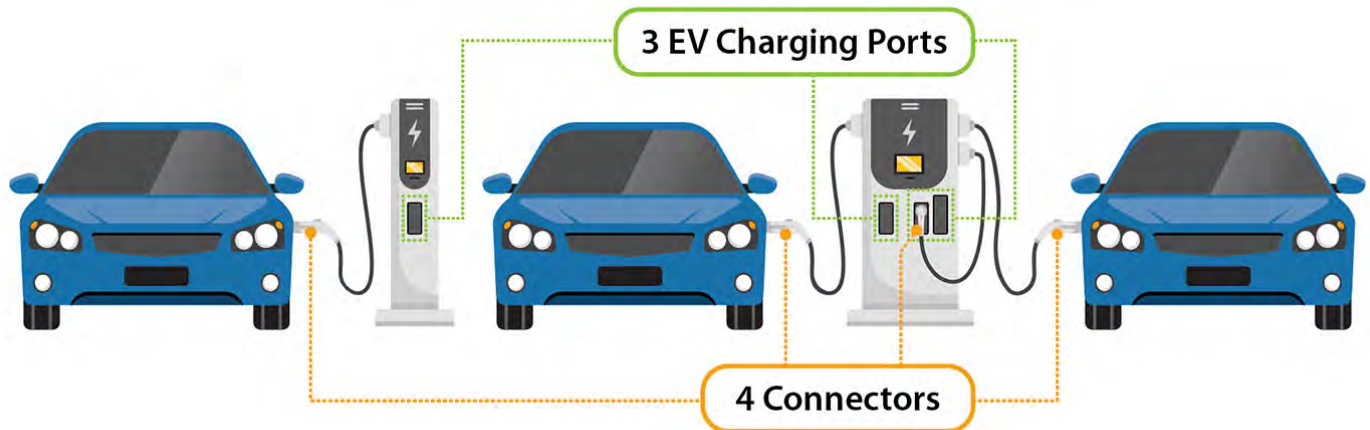
- **Station Location:** A station location is a site with one or more EV charging ports at the same address. Examples include a parking garage or a mall parking lot.
- **EV Charging Port:** An EV charging port provides power to charge only one vehicle at a time even though it may have multiple connectors. The unit that houses EV charging ports is sometimes called a charging post, which can have one or more EV charging ports. EV charging ports are also sometimes referred to as electric vehicle supply equipment (EVSE) ports.
- **Connector:** A connector is what is plugged into a vehicle to charge it. Multiple connectors and connector types (such as CHAdeMO and CCS) can be available on one EV charging port, but only one vehicle will charge at a time. Connectors are sometimes called plugs.



The Combined Charging System (CCS), also known as the SAE J1772 combo, charge port on a vehicle can be used to accept charge with Level 1, Level 2, or DC fast charging equipment.



# 1 Station Location



## Charging Equipment

Charging equipment for EVs is classified by the rate at which the batteries are charged. Charging times vary based on how depleted the battery is (i.e., state-of-charge), how much energy it holds (i.e., capacity), the type of battery, the vehicle's internal charger capacity, and the type of charging equipment (e.g., charging level, charger power output, and electrical service specifications). The charging time can range from less than 20 minutes using DC fast chargers to 20 hours or more using Level 1 chargers, depending on these and other factors. When choosing equipment ([electricity\\_infrastructure\\_development.html](#)) for a specific application, many factors, such as networking, payment capabilities, and operation and maintenance ([electricity\\_infrastructure\\_maintenance\\_and\\_operation.html](#)), should be considered.

## Level 1 Charging

Approximately 5 miles of range per  
1 hour of charging\*



J1772 connector

Alternating Current (AC) ([/glossary.html#AlternatingCurrent](#)) Level 1 equipment (often referred to simply as Level 1) provides charging through a 120 volt (V) AC plug. Most, if not all, EVs will come with a portable Level 1 cordset, so no additional charging equipment is required. On one end of the cord is a standard NEMA ([/glossary.html#CommonNEMAOutlets](#)) connector (for example, a NEMA 5-15, which is a common three-prong household plug), and on the other end is an SAE J1772 standard connector (often referred to simply as J1772, shown in the above image). The J1772 connector plugs into the car's J1772 charge port, and the NEMA connector plugs into a standard NEMA ([/glossary.html#CommonNEMAOutlets](#)) wall outlet.

Level 1 charging is typically used when there is only a 120 V outlet available, such as while charging at home, but can easily provide charging for most of a driver's needs. For example, 8 hours of charging at 120 V can replenish about 40 miles of electric range for a mid-size EV. As of 2022, less than 1% of public EV charging ports in the United States were Level 1 ([https://afdc.energy.gov/stations/#/analyze?country=US&fuel=ELEC&ev\\_levels=1](https://afdc.energy.gov/stations/#/analyze?country=US&fuel=ELEC&ev_levels=1)).

\* Assumes 1.9 kW charging power

## Level 2 Charging

Approximately 25 miles of range per  
1 hour of charging†



## J1772 connector



## J3400 (NACS) connector

AC Level 2 equipment (often referred to simply as Level 2) offers charging through 240 V (typical in residential applications) or 208 V (typical in commercial applications) electrical service. Most homes have 240 V service available, and because Level 2 equipment can charge a typical EV battery overnight, EV owners commonly install it for [home charging](#) ([/fuels/electricity\\_charging\\_home.html](#)). Level 2 equipment is also commonly used for [public and workplace charging](#) ([/fuels/electricity\\_charging\\_public.html](#)) and can operate at 40 to 80 amperes (Amp). Most residential Level 2 chargers operate at up to 30 Amps, delivering 7.2 kW of power. These units require a dedicated 40-Amp circuit to comply with the National Electric Code requirements in Article 625. As of 2022, [nearly 80% of public EV charging ports in the United States were Level 2](#) ([https://afdc.energy.gov/stations/#/analyze?country=US&fuel=ELEC&ev\\_levels=2](#)).

Level 2 charging equipment uses the same J1772 connector that Level 1 equipment uses. All commercially available EVs in the United States have the ability to charge using Level 1 and Level 2 charging equipment.

Vehicles with a J3400 (also referred to as NACS, or North American Charging Standard) connector (currently only Tesla vehicles) can use the connector for all charging levels, including Tesla's Level 2 Destination Chargers and chargers for home. All Tesla vehicles come with a J1772 adapter, which allows them to use non-Tesla Level 2 charging equipment.

† A Level 2 unit can range from 2.9 to 19.2 kW power output.

## DC Fast Charging

**Approximately 100 to 200+ miles of range per  
30 minutes of charging†**



## CCS connector



## CHAdeMO connector



## J3400 (NACS) connector

[Direct-current \(DC\)](#) ([/glossary.html#DirectCurrent](#)) fast charging equipment (typically a three-phase AC input) enables rapid charging along heavy traffic corridors at installed stations. As of 2022, [more than 20% of public EV charging ports in the United States were DC fast chargers](#) ([https://afdc.energy.gov/stations/#/analyze?country=US&fuel=ELEC&ev\\_levels=dc\\_fast](#)). The availability of DC fast charging is expected to increase as a result of federal funding to build a national EV charging network, such as the [National Electric Vehicle Infrastructure Formula Program](#) ([https://afdc.energy.gov/laws/12744](#)) or national [Alternative Fuel Corridors grant program](#) ([https://afdc.energy.gov/laws/11675](#)). Additionally, DC fast charging is projected to increase due to fleets adopting medium- and heavy-duty EVs (e.g., commercial trucks and vans and transit), as well as the installation of fast charging hubs for transportation network companies (e.g., Uber and Lyft) and other applications.

There are three types of DC fast charging systems, depending on the type of charge port on the vehicle: SAE Combined Charging System (CCS), CHAdeMO, and J3400.

The **CCS** connector (also known as SAE J1772 combo) lets drivers use the same charge port with AC Level 1, Level 2, and DC fast charging equipment. The only difference is that the DC fast charging connector has two additional bottom pins. Most EV models on the market can charge using the CCS connector.

The **CHAdeMO** connector is another common DC fast connector type among Japanese automakers.

SAE International is standardizing the **J3400** connector based on Tesla's design for the NACS connector, which works for all charging levels, including Tesla's fast charging option, called a Supercharger. Although Tesla vehicles do not have a CCS or CHAdeMO charge port, they come with a limited CCS or CHAdeMO adapter that supports charging up to 19.2 kW. Tesla does sell full power adapters for both connector types. Several vehicle manufacturers have announced [adopting the J3400 connector](https://driveelectric.gov/charging-connector) (<https://driveelectric.gov/charging-connector>) as early as 2025, which will allow non-Tesla EVs to charge at Tesla stations with the J3400 connector.

‡ A DC fast charging unit can range from 25 to 350 kW. Charging power varies by vehicle and battery state of charge.

### **Charging Infrastructure Procurement and Installation ([electricity\\_infrastructure\\_development.html](#))**

Increasing available public and private charging equipment requires infrastructure procurement. Learn about how to successfully plan for, procure, and install charging infrastructure.

### **Charging Infrastructure Operation and Maintenance ([electricity\\_infrastructure\\_maintenance\\_and\\_operation.html](#))**

Once charging infrastructure has been procured and installed, it must be properly operated and maintained. Learn about charging infrastructure operation and maintenance considerations.

### **Additional Charging Options**

Another standard (SAE J3068 (<https://www.sae.org/news/press-room/2018/04/sae-international-releases-new-specification-sae-j3068-for-charging-of-medium-and-heavy-duty-electric-vehicles>)) was developed in 2018 for higher rates of AC charging using three-phase power, which is common at commercial and industrial locations in the United States. Some components of the standard were adapted from the European three-phase charging standards and specified for North American AC grid voltages and requirements. In the United States, the common three-phase voltages are typically 208/120 V, 480/277 V. The standard targets power levels between 6 kW and 130 kW.

Extreme fast chargers (XFC), such as the SAE DC Level 2 standard, are capable of power outputs of up to 350 kW and higher and are rapidly being deployed in the United States light-duty and select medium-duty applications (e.g., for in-route charging of electric buses). XFC will also support long-dwell overnight charging for medium- and heavy-duty vehicle applications. A [2022 report](https://www.mdpi.com/1996-1073/15/10/3788) (<https://www.mdpi.com/1996-1073/15/10/3788>) looks at the requirements for charging stations that could support in-route charging for heavy-duty EVs. While XFC are currently available from several charging manufacturers, the U.S. Department of Energy's Vehicle Technologies Office is pursuing research that will bridge the technology gaps associated with implementing XFC networks in the United States. A 2017 [report](https://energy.gov/sites/prod/files/2017/10/f38/XFC%20Technology%20Gap%20Assessment%20Report_FINAL_10202017.pdf) ([https://energy.gov/sites/prod/files/2017/10/f38/XFC%20Technology%20Gap%20Assessment%20Report\\_FINAL\\_10202017.pdf](https://energy.gov/sites/prod/files/2017/10/f38/XFC%20Technology%20Gap%20Assessment%20Report_FINAL_10202017.pdf)) highlights technology gaps at the battery, vehicle, and infrastructure levels. In particular, many EVs on the roads today are not capable of charging at rates higher than 150 kW. However, vehicle technology is advancing, and most new EV models will be able to charge at higher rates, enabling the use of XFC. You can find additional resources on EV charging and [advanced charging system research efforts](https://www.nrel.gov/transportation/project-ev-grid-integration.html) (<https://www.nrel.gov/transportation/project-ev-grid-integration.html>) from the [National Renewable Energy Laboratory](https://www.nrel.gov/news/program/2020/advanced-charging-systems-research-moves-consumer-commercial-electric-vehicles-faster-further.html) (<https://www.nrel.gov/news/program/2020/advanced-charging-systems-research-moves-consumer-commercial-electric-vehicles-faster-further.html>). For answers to frequently asked questions about the Megawatt Charging System and SAE J3271, see the fact sheet on [Charging for Heavy-Duty Electric Trucks](https://www.anl.gov/reference/fac-charging-for-heavy-duty-electric-trucks) (<https://www.anl.gov/reference/fac-charging-for-heavy-duty-electric-trucks>) from Argonne National Laboratory.

### **Inductive Charging**

Inductive charging equipment, which uses an electromagnetic field to transfer electricity to an EV without a cord, has been introduced commercially for installation as an aftermarket add-on. Some currently available wireless charging stations operate at power levels comparable to Level 2, though this technology is more common for transit or [other fleet operations](https://www.greencarcongress.com/2020/04/20200422-ornl.html) (<https://www.greencarcongress.com/2020/04/20200422-ornl.html>) at higher power levels comparable to DC fast. The U.S. Department of Energy is conducting research to investigate the feasibility of high-powered wireless charging. More information on [inductive charging research efforts](https://www.nrel.gov/transportation/wireless-electric-vehicle-charging.html) (<https://www.nrel.gov/transportation/wireless-electric-vehicle-charging.html>) is available from the National Renewable Energy Laboratory.





(mailto:technicalresponse@icf.com) **Need project assistance?**

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The AFDC is a resource of the U.S. Department of Energy's Vehicle Technologies Office (<https://energy.gov/eere/vehicles/technology-integration>).

Contacts (/contacts.html) | Web Site Policies (<https://energy.gov/about-us/web-policies>) | U.S. Department of Energy (<https://energy.gov>) | USA.gov (<https://www.usa.gov>)

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- [DOE: Overview of EV Chargers](#)

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- [Rural EV Toolkit \(PDF Version\)](#)

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Charger Types and Speeds

EVs can be charged using electric vehicle service equipment (EVSE) operating at different charging speeds.

Level 1

Level 1 equipment provides charging through a common residential 120-volt (120V) AC outlet. Level 1 chargers can take 40-50+ hours to charge a BEV to 80 percent from empty and 5-6 hours for a PHEV.

Level 2

Level 2 equipment offers higher-rate AC charging through 240V (in residential applications) or 208V (in commercial applications) electrical service, and is common for home, workplace, and public charging. Level 2 chargers can charge a BEV to 80 percent from empty in 4-10 hours and a PHEV in 1-2 hours.

Direct Current Fast Charging (DCFC)

Direct current fast charging (DCFC) equipment offers rapid charging along heavy-traffic corridors at installed stations. DCFC equipment can charge a BEV to 80 percent in just 20 minutes to 1 hour. Most PHEVs currently on the market do not work with fast chargers.

Level 2 and DCFC equipment has been deployed at various public locations including, for example, at grocery stores, theaters, or coffee shops. When selecting a charger type, consider its voltages, resulting charging and vehicle dwell times, and estimated up-front and ongoing costs.

The figure below shows typical Level 2 and DCFC charging stations<sup>1</sup>.



Level 2 chargers (left) are common in home, workplace, and public settings and can charge a BEV from empty in 4-10 hours. Direct current fast chargers (right) are common as public chargers and along highway corridors and can charge a BEV to 80 percent in under an hour. (123RF and [Washington State Department of Transportation](#) photos)

EV Charging Minimum Standards Rule

FHWA, with support from the Joint Office of Energy & Transportation, unveiled new national standards for federally funded EV chargers in February 2023. These new standards aim to ensure that charging is a predictable and reliable experience for EV drivers. This includes ensuring that drivers can easily find a charger, do not need multiple apps and/or accounts to charge, chargers work when drivers need them to, and are designed to be compatible in the future with forward-looking charging capabilities.

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Business Hours:  
8:30am-5:00pm ET, M-F






If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

[The rule](#) establishes minimum technical standards for charging stations, including required number of charging ports, connector types, power level, availability, payment methods, uptime/reliability, EV charger infrastructure network connectivity, and interoperability, among other standards and requirements.

## Overview of EV Chargers

The below table summarizes the typical power output, charging time, and locations for PHEVs and BEVs for the different charger types. For more information on the power requirements of different chargers, see the [Utility Planning](#) section of the toolkit.

Overview of EV chargers: power output, plug type, and charge time for light-duty vehicles.  
(Adapted from the [Alternative Fuels Data Center](#))

Connector Type <sup>2</sup>	J1772 connector 	J1772 connector 	CCS connector  CHAdeMO connector  Tesla connector 
Voltage <sup>3</sup>	120 V AC	208 - 240 V AC	400 V - 1000 V DC
Typical Power Output	1 kW	7 kW - 19 kW	50 - 350 kW
Estimated PHEV Charge Time from Empty <sup>4</sup>	5 - 6 hours	1 - 2 hours	N/A
Estimated BEV Charge Time from Empty <sup>5</sup>	40 - 50 hours	4 - 10 hours	20 minutes - 1 hour <sup>6</sup>
Estimated Electric Range per Hour of Charging	2 - 5 miles	10 - 20 miles	180 - 240 miles
Typical Locations	Home	Home, Workplace, and Public	Public

<sup>1</sup>Note that charging speed is affected by many factors, including the charger manufacturer, condition, and age; air temperature; vehicle battery capacity; and vehicle age and condition..



<sup>2</sup> Different vehicles have different charge ports. For DCFC, the Combined Charging System (CCS) connector is based on an open international standard and is common on vehicles manufactured in North America and Europe; the CHAdeMO connector is most common for Japanese manufactured vehicles. Tesla vehicles have a unique connector that works for all charging speeds, including at Tesla’s “Supercharger” DCFC stations, while non-Tesla vehicles require adapters at these stations.

<sup>3</sup> AC = alternating current; DC = direct current.

<sup>4</sup> Assuming an 8-kWh battery; most plug-in hybrids do not work with fast chargers.

<sup>5</sup> Assuming a 60-kWh battery.

<sup>6</sup> To 80 percent charge. [Charging speed slows](#) as the battery gets closer to full to prevent damage to the battery. Therefore, it is more cost- and time-efficient for EV drivers to use direct current (DC) fast charging until the battery reaches 80 percent, and then continue on their trip. It can take about as long to charge the last 10 percent of an EV battery as the first 90 percent.

## Also in This Section



### Electric Mobility Basics

- [Vehicle Types](#)
- [Charger Types and Speeds](#)
- [Electric Micromobility Basics](#)
- [Electric Bus Basics](#)

## Next Section

### Benefits and Implementation Challenges of Rural EV Electrification



- [Benefits to Individuals](#)
- [Benefits to Communities](#)
- [Implementation Challenges and Evolving Solutions for Rural Communities](#)
- [Benefits and Implementation Challenges of Bus Electrification](#)

Last updated: Thursday, June 22, 2023

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## Complete Breakdown of the Three Levels of Electric Car Charging



Ryan Mercer EV Charging

02/09/2021 0 minute read

Refueling a gas or diesel-powered car is relatively straightforward. You pull up to any gas station, insert a credit/debit card, select one of four fuel blends, and insert the gas pump into the tank. The entire process takes a matter of a few minutes and you're quickly off on your way.

This process is so familiar that you could probably do this in your sleep (though we do not recommend trying this...). With over 100 years in development, gas stations are at nearly every corner or highway stop. The infrastructure is so extensive, you can drive anywhere in the U.S. at a moment's notice.



Quite soon, all of this is about to change. Through breakthroughs in battery and electric motor technology, electric cars are just now breaking into the mainstream. While electric vehicles (EVs) cost less to operate and pollute a whole lot less than gas or diesel cars, they are (at first) a bit more complicated to charge than refueling gas. Electric cars are also convenient because you can wake up in the morning with the full charge you need by charging at home. This has been made even easier with the NeoCharge Smart Splitter by sharing your 240V outlet at home to save money on expensive installations.

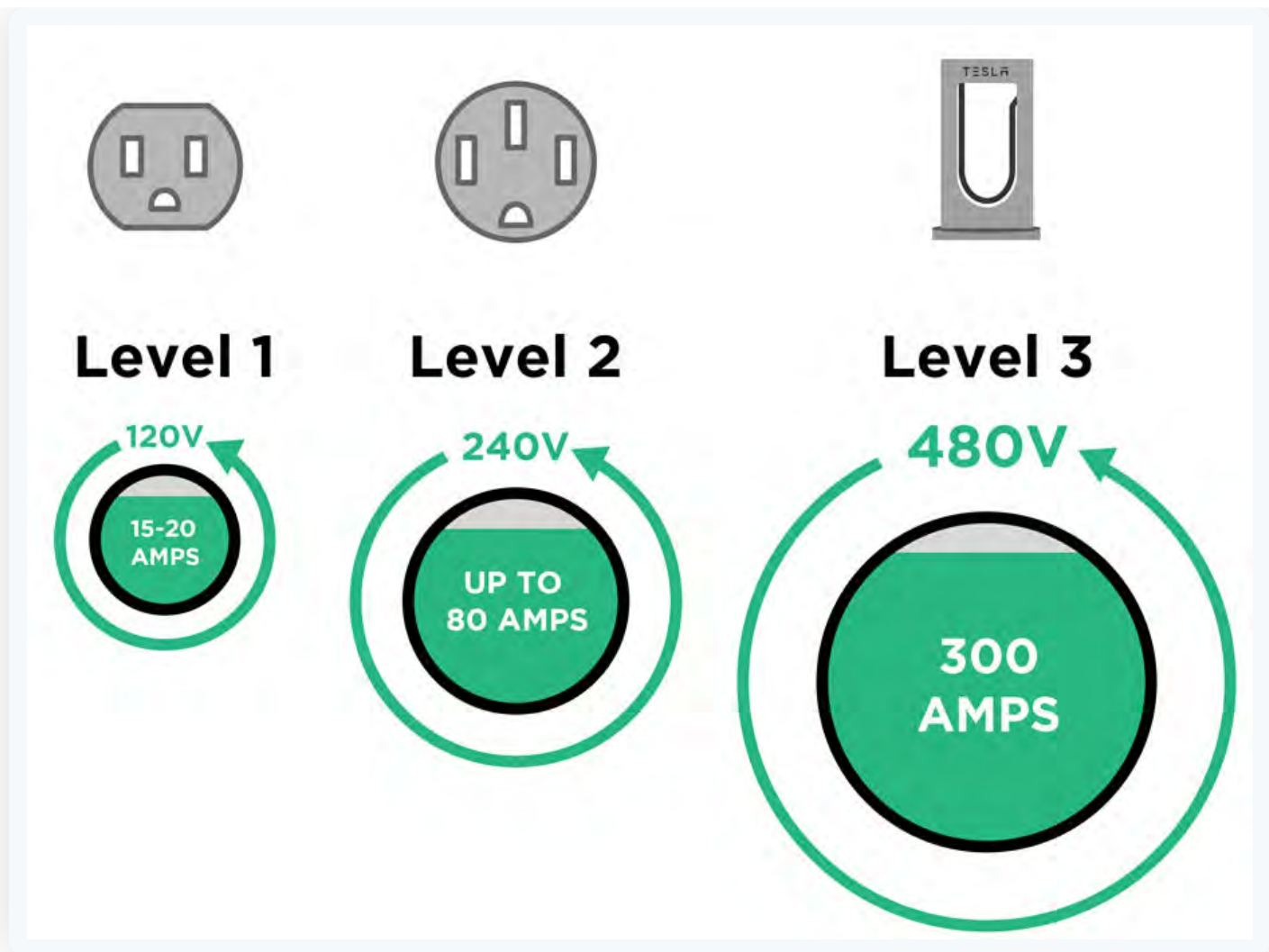


**SHARE YOUR DRYER FOR EV CHARGING**

## The Three Levels of Electric Car Charging

Charging an electric car, however, is a much different experience than refueling a gas or diesel vehicle. Instead of a few minutes, charging an EV can take anywhere from 30 minutes to over 30 hours. This is because there are actually three levels of electric car charging. Each level of charging is defined by the amount of voltage, which directly correlates to the speed or quickness of the charging session. Level 1 (120V) is the slowest, followed by Level 2 (240V), and finally Level 3 (400+V).





*All three levels of charging an electric vehicle / Plugless Power*

Of course, over 30 hours to charge an EV may sound incredibly inconvenient. However, the key differences between the three levels of electric car charging gives each level a reasonable time and place. Most importantly, no matter which of the three levels of electric car charging, by the end of this article you may find it actually more convenient than refueling gas.

Let's get started!

## Level 1 EV Charging

### Fast Facts:

- Location: Residential
- Voltage: 120V

- Charging Rate: 4 miles/hour
- Charging Duration: 30+ hours

The first of the three levels of EV charging is via a regular household outlet, 120 Volts (V), and an Electric Vehicle Supply Equipment (EVSE for short but more commonly known as the “charger”). The EVSE is really just a fancy extension outlet as the actual charger is located on-board the vehicle.

Level 1 utilizes a 120V outlet, which is the standard residential outlet for nearly all of your everyday devices such as refrigerators, TVs, or even your phone. This level of EV charging is only found at residential locations. In fact, Level 1 charging is routinely known as “trickle charging” due to its slow speed.

A typical EV can recharge around 4 miles of range per hour with Level 1 charging.

Since the vast majority of charging is done at home, overnight. This makes Level 1 charging a formidable option for drivers. Overnight, Level 1 charging provides around 50 miles of range. With most American’s commutes being less than 50 miles, Level 1 charging, despite how apparently slow, is sometimes a good option.

To fully recharge an all-electric car, it can take over 30 hours on Level 1. Yes, that is quite a while. That being said, Level 1 charging is the slowest speed and for residential locations, there is a faster solution. More on that next.

## Level 2 of EV Charging

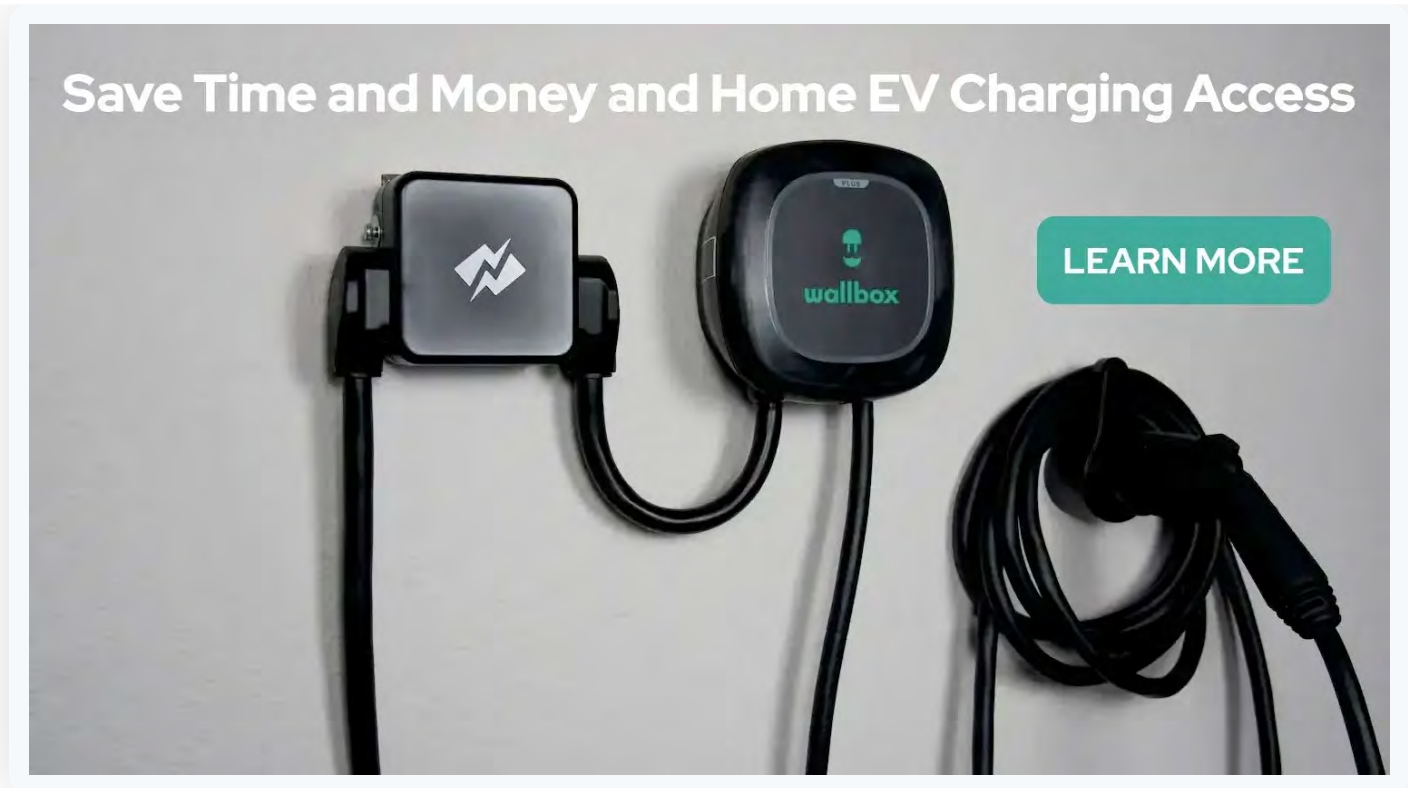
### Fast Facts

- Location: Residential, Commercial
- Voltage: 240V
- Charging Rate: 12-30 miles/hour
- Charging Duration: 8-12 hours

Level 2 charging is the next level in the EV charging world. In fact, some would even argue that it is the best option for charging at home. Level 2 charging can be found at both residential and public charging stations.







In residential applications, Level 2 charging utilizes a 240V outlet. This makes it much quicker than Level 1. With double the voltage, a 240V outlet is typically used with high-powered appliances such as an electric dryer, water heater, or range.

Level 2 charging provides around 12-30 miles of range per hour. To fully recharge an all-electric car will take around 6-12 hours depending on the battery size.

Like Level 1, Level 2 charging is best used overnight. Since electricity rates are cheaper overnight and since you sleep at night, Level 2 charging is really convenient for your wallet and your time! Charging your car at home is like having a gas station at your house--think of all the time you would save. Plus, every day you wake up the EV is charged to 100% leaving you free of any range anxiety.

To charge on Level 2, not only will you need a 240V outlet, but also a separately purchased charger. The one that comes with the car is almost exclusively only for Level 1. A Level 2 charger costs around \$300 to \$700.

Unfortunately, most garages do not frequently have a spare 240V outlet, unlike the Level 1 120V outlet. Therefore, an electrician is needed to install the new, dedicated 240V outlet. In some events, the electrical panel may need to be upgraded. All of this can cost upwards of \$2,500 for a panel upgrade.



Fear not! [NeoCharge](#) has a Level 2 charging solution for you! If there is a 240V outlet in the garage that is currently occupied by another appliance like the dryer, you can simply plug in the [Smart Splitter](#) to unlock two 240V outlets from one. The Smart Splitter was created to automatically switch power to the device in need and, most importantly, can save you hundreds, if not, thousands of dollars from unnecessary electrical work.





*Two EV chargers powered with one 240V NEMA 14-50 outlet via the NeoCharge Smart Splitter*

Learn more about the Smart Splitter to see how you can save on your home EV charging project.

## Level 3 of EV Charging

The last of the three levels of electric car charging is Level 3. More commonly known as DC Fast Charging, DC Fast Charging utilizes over 480V. Great Scott!







### *DC Fast Charging Stations / Tritium*

Due to the high power, DC Fast Charging is only found at commercial charging stations. Additionally, there is no EVSE with DC Fast Charging stations as the station itself is the charger. This is because Level 3 charging utilizes DC power whereas Level 1 and Level 2 utilizes AC power. The on-board charger discussed earlier is only for AC power.

DC Fast Charging consists of charging networks, just like gas stations. Rather than Shell or Chevron, there is [Electrify America](#) and [EVgo](#). Through these networks, there are thousands of charging stations across the country.

As of 2021, there are over 40,000 stations. Even more, the charging infrastructure has developed to a point where it is possible to travel coast to coast! That is 3,000 miles of pollution-free travel!



BUY



measured in minutes rather than hours. However, the more common unit of measurement is time to charge the battery to 80%. With this metric, DC Fast Charging typically can recharge a car to 80% in around 30 minutes.

Why 80% and not 100% you ask? Well EV batteries, like all other batteries, don't necessarily like to be charged all the time to 100%. Therefore, manufacturers have designed the car to

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throttle the charging speed beyond 80% to ensure battery performance over the years.

All this being said, it is best to only charge to 80% while using a DC Fast Charging station. While charging on Level 1 or Level 2, feel free to charge to 100%.

During the quick 30 minute charge, EV drivers are able to grab a quick bite to eat or use the restroom. Since you can complete other tasks while the car charges, it is not time wasted waiting on the car as you do with gas. Once you complete your other activities, you can simply unplug and get back on the road again.

## Level 3 Charging Fast Facts

Location: Commercial

Voltage: 480+V

Charging Rate: 3-15 miles/minute

Charging Duration: 30 minutes to 80%

## Summary of the Three Levels of Electric Car Charging

Here is a summary of the three levels of electric car charging into a few bullet points:

- Level 1 (trickle charging) charging provides 4 miles per hour and can replenish the battery for reasonable commutes
- Level 2 charging can charge an EV at home or at a public charging station
- Level 2 charging provides around 12-30 miles of range per hour
- The Smart Splitter is a great way to save hundreds of dollars on a Level 2 home charger installation
- When not charging at home, there are thousands of public charging stations to use
- DC Fast Charging (Level 3) is the quickest way to charge
- DC Fast Charging can charge an EV in 30 minutes

- After some experience, charging an EV becomes second nature (plus don't forget the fuel savings and no emissions!)

Charge on!

[« Back to Blog](#)

## Related Articles



### How Much Does It Cost to Install a Home EV Charging Station?

7 minute read



### What You Should Know When Getting Your Second Tesla

5 minute read





How to Install an Electric Car Outlet for your EV Charger Installation

8 minute read

How Do You Charge An Electric Car at Home?

6 minute read

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# Electric Vehicles 101



Electric vehicles (EVs) offer you a clean, quiet and enjoyable ride, and the coming years will offer more options than ever. With carmakers increasing the production of EVs and more charging stations being installed across the country, there has never been a better time to drive an EV. EVs have the added advantage of being better for the environment, especially those getting their charge from clean energy sources, which greatly reduces the amount of greenhouse gas emissions associated with driving.

If an EV is a good fit for your lifestyle and driving habits, you'll find that there are other benefits compared to standard gas vehicles. Below is some information that may be helpful to you if you are considering purchasing an EV.

## Selecting an Electric Vehicle

There are two types of electric vehicles on the market. The first type is the “battery electric vehicle” (BEV), which is powered solely by electricity. The second type is the “plug-in hybrid electric vehicle” (PHEV), which is initially powered by electricity and then switches over to gas once the electric battery power has been fully depleted. See below for more information about each type of vehicle.

[Battery Electric Vehicles](#)



[Hybrid Vehicles](#)



## Electric Vehicle Charging



### Level 1 Charger

**Current:** 120 volts (standard outlet)

**Location:** home, business

**Ideal Vehicle:** PHEV

**Charge Time:** 3 to 5 miles of range per hour





## Level 2 Charger

**Current:** 240-volts (same as a typical dryer outlet)

**Location:** home, business

**Ideal Vehicle:** PHEV or BEV

**Charge Time:** 16 to 60 miles of range per hour



## DC Fast Charger

**Current:** 480+ volts

**Location:** business

**Ideal Vehicle:** PHEV or BEV

**Charge Time:** 20 to 30 minutes give you approximately an 80% charge

## Charger Comparison

Charger Type	Advantages	Disadvantages
Level 1 Charger	Inexpensive, convenient way to charge a PHEV	Slowest charging method. Not typically recommended as a primary charging method for BEVs.
Level 2 Charger	Allows a vehicle to get a practical charge at a home or business.	More costly than level 1 chargers. Electrical upgrades or rewiring may be necessary for installation.
DC Fast Charger	Fastest charging method	Much more costly to install than other charging options.

## Need a charger?

Visit this [site](#) to search for chargers in your area.

## Cost Savings

- [Federal incentives](#)





# EV Savings Calculator

Use this EV Savings Calculator to see potential fuel savings from driving an electric vehicle.



On average, how many miles do you travel daily?



20 miles per day



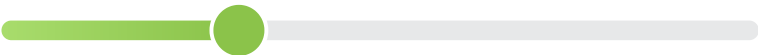
How many miles per gallon does your vehicle get?




30 miles per gallon



What's the current gas price in your area?





\$3.00 per gallon

\$60.83	Monthly Gas Cost
\$19.41	Monthly Utility Cost
 \$41.42	Monthly Savings

This information is provided to help you estimate savings to make your own decisions. Actual savings may vary based on individual factors. This estimate uses the current average fuel efficiency of EVs in the US market (3.5 miles per kWh), and Santee Cooper’s average residential energy charges on the RG rate. Fuel efficiency may vary based on your particular EV.


## Frequently Asked Questions

[Does Santee Cooper have EV programs?](#) 

[Are there any federal incentives for EVs?](#) 

[What is the best time to charge my electric vehicle?](#) 

[Where will I be able to charge my electric vehicle?](#) 

[I am interested in putting an electric vehicle charging station on my commercial property. What kind of charger should I install?](#) 

[If I am an electric vehicle owner, do I need to install a charger at my home?](#) 



# Questions?

Contact us by submitting your questions on the form below or calling us at 843-234-7147. Please allow 1-2 business days for a response.

First Name\*

Last Name\*

Zip Code\*

Email\*

Enter Email

Phone Number\*

How would you like to be contacted?\*

Email

Phone

Comments\*

I'm not a robot

reCAPTCHA

Submit

## Quick Links

- 2023-2024 Rate Study
- Cherokee: PSC Notice of Hearing 09/05/2023
- Coal Combustion Residuals Rule
- Cook Settlement Frozen Rates
- FERC License
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- Integrated Resource Plan
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**DATE: JANUARY 2, 2024**

**ITEM: XL.G.**

**ISSUE**

First Reading of Ordinance #2024-01-16 (G) to authorize a license agreement between the City of Conway and First Baptist Church to close a portion of Sixth Avenue during certain hours

**BACKGROUND**

The City received a request from First Baptist Church, located at 603 Elm Street, to close a portion of Sixth Avenue from 8:45 through 11:30 a.m. each Sunday. A parking lot owned by the church sits across Sixth Avenue from the sanctuary. Church staff expressed concern about safety issues regarding members and visitors crossing Sixth Avenue during services.

The church also owns a parking lot on the same property as the sanctuary and church members utilize parking at Goldfinch Funeral Home. Both parking lots are directly adjacent to the sanctuary and do not require crossing any public street or right of way.

City Police and Fire have reviewed the request and expressed no safety concerns relative to the request.

**ORDINANCE #2024-01-16 (G)**

**TO ENTER INTO A LICENSE AGREEMENT WITH FIRST BAPTIST CHURCH,  
GRANTING A LICENSE TO CLOSE A SECTION OF SIXTH AVENUE DURING  
CERTAIN HOURS**

**WHEREAS**, the City of Conway is authorized to enter into license agreements with other entities relative to the closing to public streets and rights of way; and

**WHEREAS**, First Baptist Church, a religious institution, has requested a license agreement authorizing that entity to close Sixth Avenue in the City of Conway to public traffic from 8:45 am until 11:30 am each Sunday; and

**WHEREAS**, Conway City Council recognizes the benefit to public safety that results from such an agreement. Now, therefore be it

**ORDAINED**, the Conway City Council authorizes the attached license agreement between the City of Conway and First Baptist Church, effective upon second reading of this ordinance.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Julie Ann Hardwick, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Justin D. Jordan, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

## **LICENSE AGREEMENT**

This License Agreement (the "**Agreement**") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Conway, a municipality located at 229 Main Street, Conway, SC. (hereinafter referred to as the "**City**"), and First Baptist Church, a religious organization located at 603 Elm St, Conway, SC (hereinafter referred to as the "**Licensee**").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **1. Grant of License:**

1.1 The City hereby grants the Licensee a non-exclusive license to barricade the designated section of 6th Avenue from Beaty St to Elm St (the "Barricade Area") on Sundays only, between 8:45 am and 11:30 am, for the purpose of ensuring safe pedestrian access during the Licensee's services.

1.2 The Licensee shall be solely responsible for providing and placing the necessary barricades in the designated Barricade Area. The barricades must be in place no earlier than 8:45 am and must be removed promptly by 11:30 am on Sundays. During all other times, the barricades must be stored securely and out of sight of the public.

### **2. Terms and Conditions:**

2.1 The Licensee shall exercise due care and take all necessary precautions to ensure the safety of pedestrians and motorists during the barricading period.

2.2 The Licensee is required to procure the necessary barricades and ensure that they are stored discreetly when not actively being utilized.

2.3 The Licensee shall indemnify and hold harmless the City from any claims, damages, losses, or liabilities arising out of or related to the barricading activities conducted by the Licensee.

2.4 The Licensee shall comply with all applicable laws, regulations, and ordinances, including but not limited to traffic regulations and any requirements imposed by the City.

2.5 This license is granted for a term of one year, commencing on the effective date of this Agreement, and may be renewed upon mutual agreement of both parties.

### **3. Termination:**

3.1 Either party may terminate this Agreement by providing written notice to the other party at least thirty (30) days in advance.

3.2 In the event of termination, the Licensee shall be responsible for restoring the Barricade Area to its original condition, including the removal of all barricades and any associated equipment or materials.

### **4. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina.

### **5. Entire Agreement:**



This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

**6. Severability:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**7. Assignment:**

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement as of the day and year first above written.

City of Conway:

\_\_\_\_\_  
[City Representative]  
City Administrator, City of Conway

First Baptist Church:

\_\_\_\_\_  
[Licensee Representative]  
Title: \_\_\_\_\_