



CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
229 MAIN STREET, CONWAY, SC 29526
TUESDAY, JANUARY 16, 2024 - 4:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE – Matt Wilson, Ekklesia Church

III. ADMINISTRATION OF OATHS OF OFFICE - Council Member Larry A. White

IV. APPROVAL OF AGENDA

V. CONSENT AGENDA

- A. Final 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.
- B. Final 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.
- C. Final 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.
- D. Approval of the 2024 Risk Management Resolution
- E. Approval of Bid for Purchase of Vehicles in the Public Utilities Department (Budgeted)
- F. Approval of January 8, 2024 Council Emergency Meeting Minutes
- G. Approval of January 2, 2024 Council Meeting Minutes

VI. ELECTION OF MAYOR PRO TEM FOR 2024

VII. PUBLIC INPUT

“I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city.”

VIII. SPECIAL PRESENTATION

Presentation of Employee of the Month for January 2024 – Public Service

IX. PUBLIC HEARING AND FIRST READING

Public Hearing and First Reading of Ordinance #ZA2024-02-05 (A), of a request by Lennar Carolinas, LLC and Thomas & Hutton, to enter into a Development Agreement with the City of Conway for 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). (Hucks)

X. FIRST READING

- A. First Reading of Ordinance #ZA2024-02-05 (B), to annex 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. (Hucks)
- B. First Reading of Ordinance #ZA2024-02-05 (C), to annex approximately 8.96 acres of property located at/near the intersection of Mill Pond Road and Highway 501 (Church Street) (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)
- C. First Reading of Ordinance #2024-02-05 (D) amending the Business License Ordinance to update the Class Schedule in accordance with the Business License Standardization Act (2020 ACT No. 176). (Williams)

XI. CONSIDERATION

- A. Consideration of a Special Event – Running with my Peeps – April 13, 2024 (Rogers)
- B. Recommendation on selection of firm to complete Nomination Package(s) for the National Register District Boundary Increase for the Conway Downtown Historic District and Waccamaw River Warehouse Historic District located in downtown Conway, SC. (Hyman)

XII. CITY ADMINISTRATOR'S REPORT

XIII. COUNCIL INPUT

"I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city."

XIV. BREAK

XV. WORKSHOP

XVI. EXECUTIVE SESSION

- A. Consideration of appointments to boards, commissions and committees [pursuant to SC Code §30-4-70(A) (1)].
- B. Discussion of Employment of City Administrator [pursuant to SC Code §30-4-70 (A)(1)]

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 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, to be received prior to 12:00 noon on January 16, 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.

"I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city."

DATE: JANUARY 16, 2024
ITEM: V.A.

ISSUE:

Final 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 Final 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

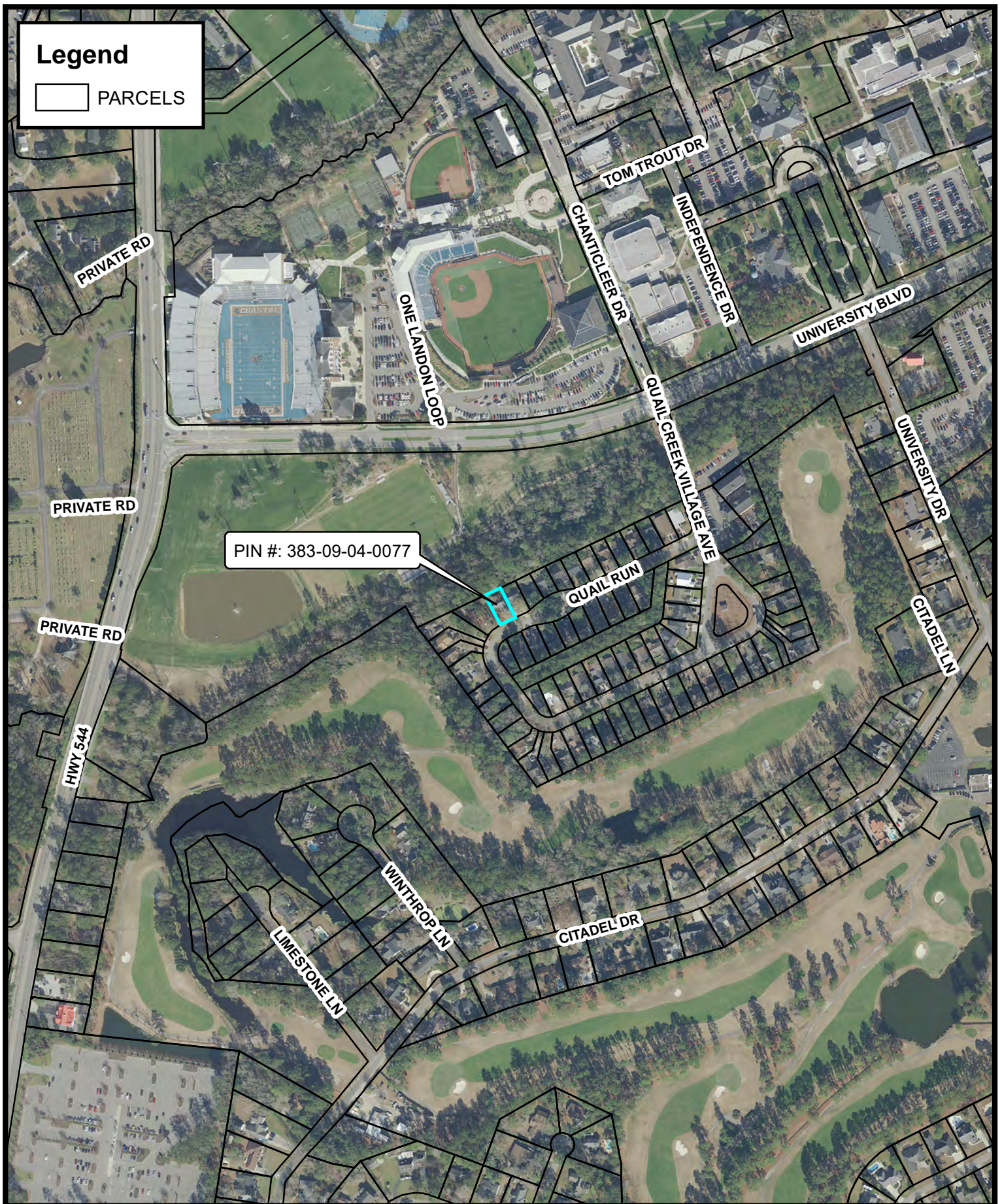
Justin D. Jordan, Council Member

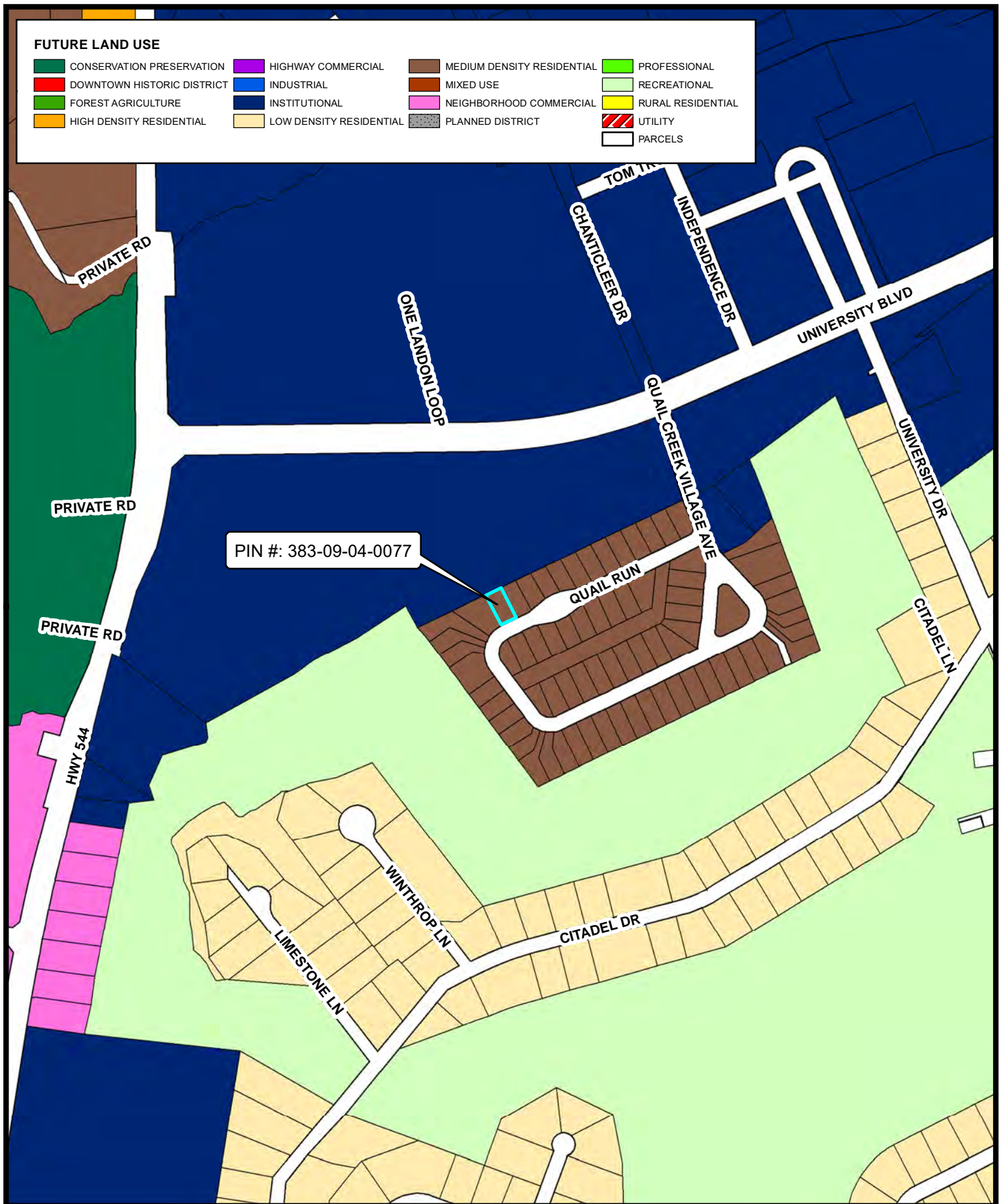
ATTEST: Alicia Shelley, City Clerk

First Reading: _____

Final Reading: _____









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

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

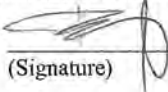
IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

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



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

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 16, 2024

ITEM: V.B.

ISSUE:

Final 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 2nd, 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 **Final 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

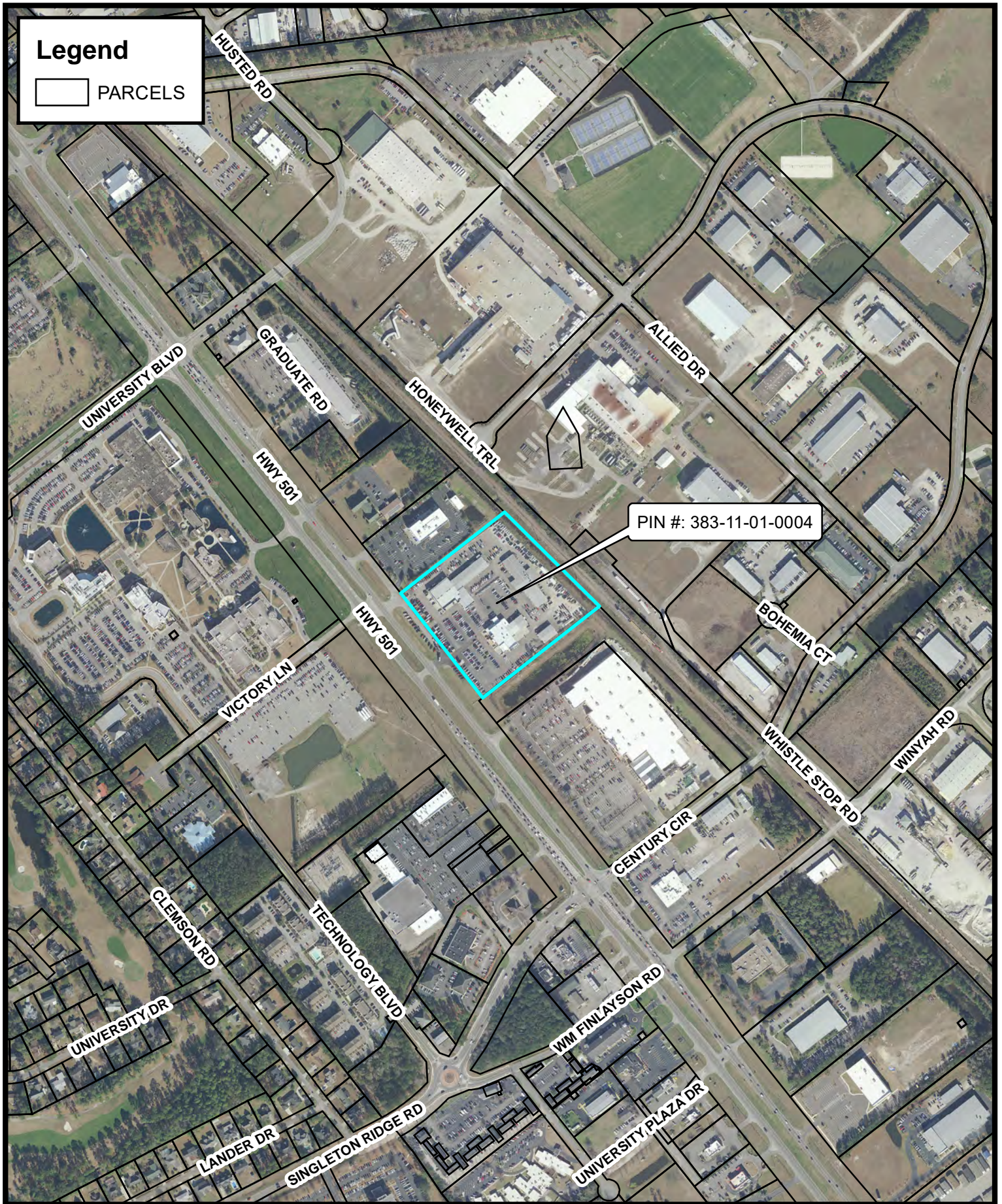
Justin D. Jordan, Council Member

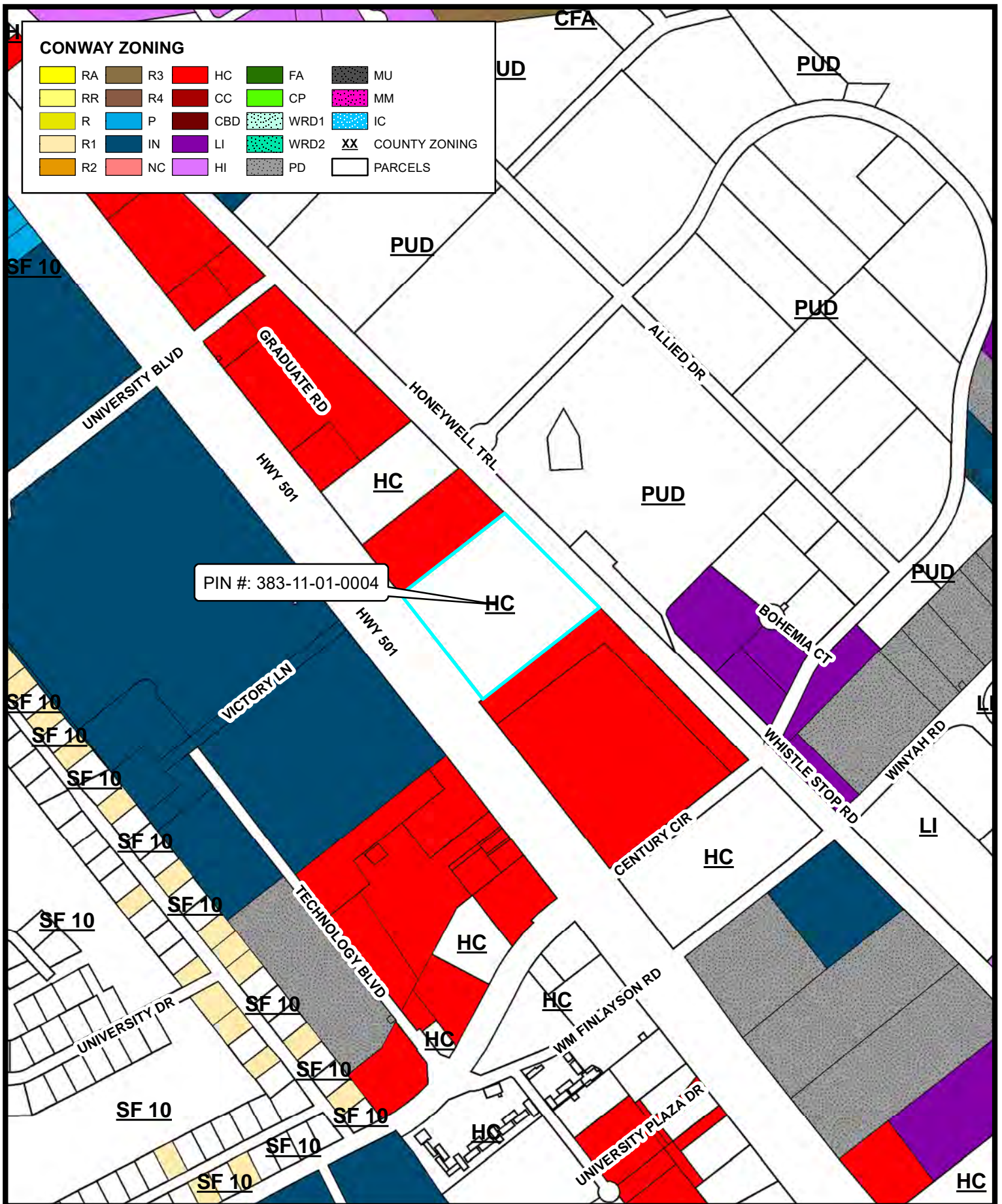
ATTEST: Alicia Shelley, City Clerk

First Reading: _____

Final Reading: _____

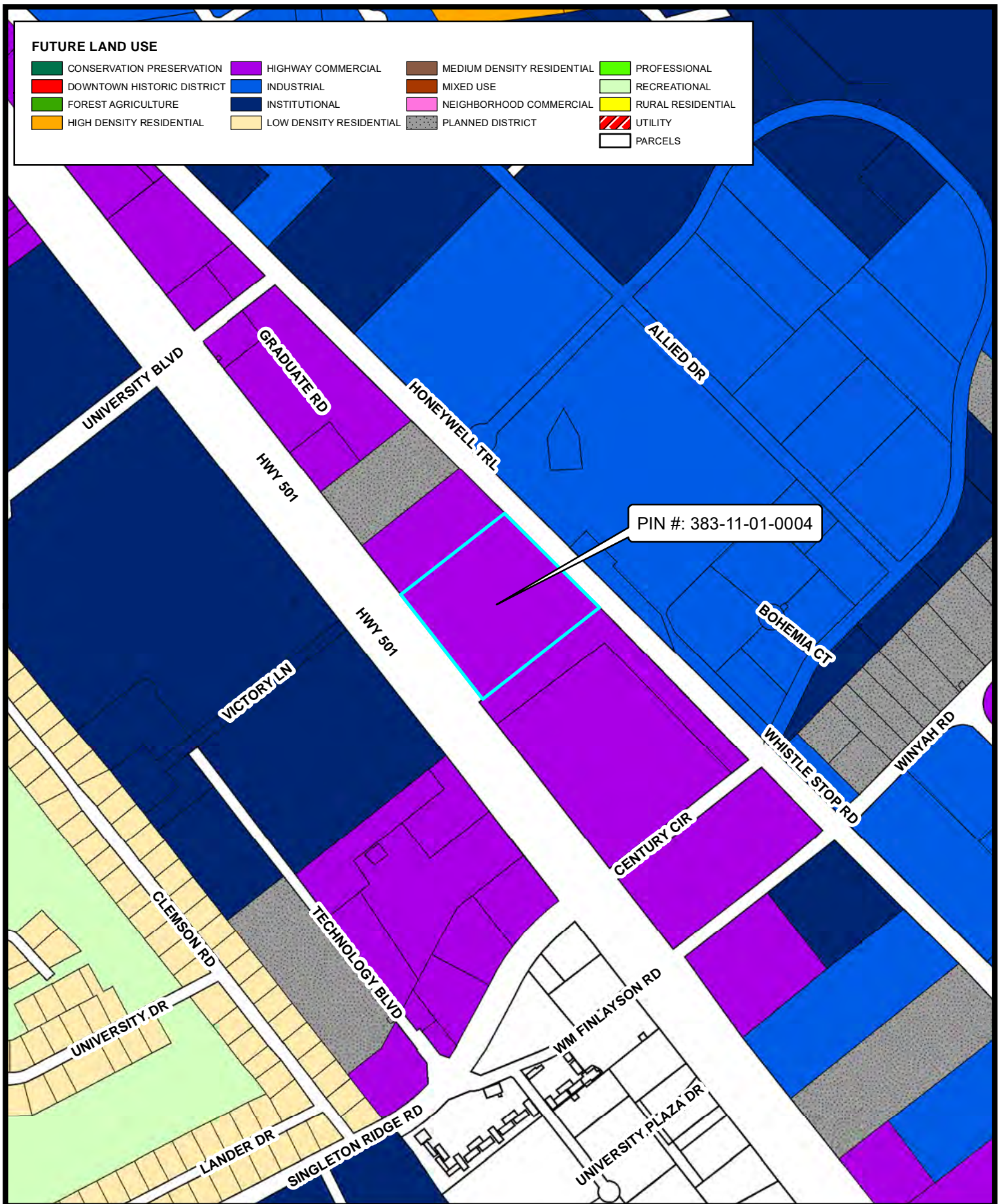






FUTURE LAND USE

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





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

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.

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



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
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City of Conway Planning Department
196 Laurel Street, 29526

Phone: (843) 488-9888
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Notice

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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 16, 2024

ITEM: V.C.

ISSUE:

Final 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 drafted 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 4th 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 **Final 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/Historic Design Review District (HDRD), 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.

DATE: JANUARY 16, 2024
ITEM: V.D.

ISSUE:

Reaffirmation of the City's Risk Management Policy and update on City's safety program.

BACKGROUND:

The SC Municipal Insurance Trust and the SC Municipal Insurance Risk Fund's minimum guidelines include a requirement that members (municipalities) adopt a safety/ risk management commitment towards the prevention and control of accidental loss. This statement of commitment must be adopted annually by a resolution of the governing body of the member entity. The proposed resolution is attached.

Staff continues a number of initiatives with which to improve safety among city employees. Our city-wide goal is to reduce our injury and property loss experiences. The following outlines these continuing efforts:

- Each employee's safety practices and performance are evaluated and the scoring is included on his/her job evaluation.
- Previous years' loss data on injuries and property damages are monitored and trends are identified.
- Monthly progress reports toward meeting safety goals are provided to department heads and City Council. Significant, unusual or reoccurring incidents are discussed at City's management team staff meeting.
- Injury and property loss incidents are reviewed by the City's Incident Review Committee. Reviews are used to evaluate how improvements maybe implemented and similar incidents avoided in the future. This information is sent back to the department heads and discussed in the safety committee meetings.
- Appropriate city employees take advantage of training opportunities provided by the Municipal Association. City employees are registered to be able to take online training thorough the Municipal Association. All operations of city departments have been evaluated and applicable safety classes are identified and conducted on an on-going basis.

RECOMMENDATION:

Adopt the attached resolution.

STATE OF SOUTH CAROLINA }
COUNTY OF HORRY }
CITY OF CONWAY }

R E S O L U T I O N

RISK MANAGEMENT

WHEREAS, the Mayor and City Council recognize that the prevention of accidental losses affecting employees, property, and the public will enhance the operating efficiency of city governing; and

WHEREAS, a proactive loss control posture requires that sound loss prevention measures are of primary consideration and take precedence over expediency in all operations; and

WHEREAS, the City endeavors to provide a work environment free of recognized hazards through the establishment and implementation of loss control policies and procedures and their subsequent amendments and additions, designed to provide protection to city employees, public and private property, and members of the public;

WHEREAS, the City of Conway supports compliance with all federal and state safety regulations, provides and requires the use of personal protective equipment by all employees, and insures that all employees are advised of and understand their loss control responsibilities in the performance of their work: Therefore be it

RESOLVED, that Conway City Council, as evidence of its commitment to provide a safe workplace for city employees and its efforts to prevent and control accidental loss, does hereby reaffirm its Risk Management Policy for the City of Conway.

ADOPTED by Conway City Council this 16th day of January, 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 Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

DATE: JANUARY 16, 2024

ITEM: V.E.

ISSUE

Purchase Public Utility Trucks (budgeted)

BACKGROUND

The Utility Department Budgeted for the following trucks and received a State Contract price.

Truck	Amount Budgeted	State Contract Price
F150	\$45,000	\$47,899
Two Mavericks	\$70,000	\$61,502
Flatbed Truck	\$150,000	\$160,162
Total	\$265,000	\$269,563

The price difference is \$4,563 short. The money will be moved from line item 30-811-750.625 ASR Wells.

RECOMMENDATION

Approval to purchase the needed vehicles.



QUOTE

2024 Ford F150 XL Crew Cab 4x2

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
Ford F150 Crew Cab 4x2 2024 Ford F150 Crew Cab 4x2 Contract Number: 4400029870 145" Wheelbase 5'5" Bed 5.0 Liter V8 Engine 10 Speed Automatic Transmission Vinyl Floors Vinyl 40/20/40 Seat Vinyl Rear Bench 17" Steel Wheels LT265/70R17C BSW AT Tires 3.31 Electronic Locking Axle Black Platform Running Boards Rear Window Defroster Privacy Glass Class IV Hitch w/ 7 and 4 Pin Connections Trailer Brake Controller Spray In Bedliner 6850 # GVWR Package Back Up Alarm System Aluminum Toolbox	1	\$44,440.00	\$44,440.00
FORD CO-PILOT360 TECHNOLOGY • Autolamp – Auto On/Off Headlamps • Auto High Beams Lane-Keeping System • Post-Collision Braking • Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) • Rear View Camera with Dynamic Hitch Assist • Reverse Sensing System 8" LCD Capacitive Touchscreen with Swipe Capability			
Exterior Color Oxford White	1	\$0.00	\$0.00
3rd Key Fob Third Key Fob	1	\$415.00	\$415.00



QUOTE

2024 Ford F150 XL Crew Cab 4x2

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
Warranty 5 Year 100,000 full coverage warranty	1	\$2,419.00	\$2,419.00
Vehicle Delivery 1000 2nd Avenue Conway, South Carolina 29528	1	\$125.00	\$125.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
Subtotal:			\$47,899.00
Total:			\$47,899.00
Estimate Total (USD):			\$47,899.00

Notes / Terms

State Contract 4400029870
 Auxiliary switches and 120V AC not available on the XL.
 Order C003



QUOTE

2024 Ford Maverick XL FWD

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: 85486

Estimate Date: August 4, 2023

Expires On: October 8, 2023

Grand Total (USD): \$153,755.00

Units	Quantity	Price	Amount
Ford Maverick 2024 Ford Maverick Contract Number: 4400029870 Ford Maverick XL FWD 4'5" Bed 2.5L Hybrid Automatic ACVT Transmission Front Cloth Bucket Seats Rear Cloth Bench Carpet with Floormats 17" Sparkle Silver Steel P225/65R 17" A/S BSW Tires Cruise Control Full Spare Tire Power Windows and Door Locks Rear Privacy Glass 8" Center Stack Screen Back Up Camera Spray in BedLiner FORD CO-PILOT360 • Auto LED High-Beam • Pre-Collision Assist with Automatic Emergency Braking • Rear View Camera	5	\$27,707.00	\$138,535.00
Warranty 5 Year 100,000 full coverage warranty	5	\$2,419.00	\$12,095.00
Vehicle Delivery Delivery to City of Conway	5	\$125.00	\$625.00



QUOTE

2024 Ford Maverick XL FWD

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
Ford Maverick Tonneau Cover-Hard Folding Tonneau Pickup Box Cover - Hard Trifold	5	\$0.00	\$0.00
Exterior Color Oxford White	5	\$0.00	\$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	5	\$500.00	\$2,500.00
Total:			\$153,755.00
Grand Total (USD):			\$153,755.00

Notes / Terms

ORDER #

R001

R002

R003

R004

R005

(1) PLANNING

(2) BUILDING

(2) PU

per \$30,751.⁰⁰

State Contract 4400029870

Page 2 of 2 for Quote #85486



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/4/2023

Quote ID#2686HD

Aubry Rabon

City of Conway
1000 2nd Avenue
Conway, SC 29528

Dear Aubry Rabon,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2025 Freightliner M2106 Plus, Cummins L9 360 HP Engine, Allison 3000 RDS Transmission with 14' Godwin Flatbed Dump Body via Lee Transport**) and provided by Mr. Dan Walters with Freightliner, each for:

	Contract Price
Chassis and Option	\$ 138,347.00
Lee Transport Quote	\$ 21,815.00
Tax (0.00%)	\$ 0.00
 Total	 \$ 160,162.00

PAYMENT IN FULL BEFORE TITLE IS RELEASED.

PRICES SUBJECT TO CHANGE FOR WESTERN STAR SURCHARGES or LEE TRANSPORT INCREASES in 2024cy.

ORDER IS NON-CANCELABLE

ORDER WILL HAVE A NON-CARB (CALIFORNIA AIR RESOURCES BOARD) EMISSIONS LEVEL ENGINE. WILL BE RATED AT FEDERAL US EPA LEVEL.

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



CITY OF CONWAY
CONWAY CITY COUNCIL EMERGENCY MEETING
ZOOM CONFERENCE CALL
CONWAY, SOUTH CAROLINA
MONDAY, JANUARY 8, 2024 – 4:00 P.M.

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

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.

Hendrick updated Council on the severe storm that will be in our area beginning Tuesday, January 9.

Emrick then updated Council on the operations of the city for the next few days.

Emrick made a recommendation to Council to consider an emergency ordinance declaring that a localized State of Emergency exists within the City of Conway.

CONSIDERATION OF EMERGENCY ORDINANCE: Ordinance #2024-01-08 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: Jordan made a motion, seconded by Goldfinch, to approve Ordinance #2024-01-08, the Declaration of a State of Emergency. **Vote:** Unanimous. Motion carried.

ADJOURNMENT: Motion: Goldfinch 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.

Alicia Shelley, City Clerk

CITY OF CONWAY
CITY COUNCIL MEETING
CONWAY CITY HALL
229 MAIN STREET, CONWAY
TUESDAY, JANUARY 2, 2024 - 4:00 P.M.

PRESENT: Mayor Barbara Jo Blain-Bellamy, Amanda Butler, William Goldfinch, Julie Hardwick, Beth Helms, Justin Jordan. **Absent:** Larry White

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; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Ashley Smith, Recreation Director; Robert Cooper, Construction Services Director; Ted Dudley, Public Utilities Deputy Director; Kayla Fleming, Municipal Judge; Katie Dennis, Planning Concierge; and Alicia Shelley, City Clerk.

OTHERS: There were approximately 50 others in attendance.

CALL TO ORDER: Mayor Blain-Bellamy called the meeting to order. Rev. Richard Williams 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.

ADMINISTRATION OF OATHS OF OFFICE: Oaths of Office were administered during the swearing in ceremonies for the Council members that were elected/re-elected in the November 2023 election. Those included Mayor Barbara Jo Blain-Bellamy, Council Member Justin Jordan, and Council Member Julie Hardwick.

There was a brief recess to welcome those Council members.

APPROVAL OF AGENDA: **Motion:** Butler made a motion, seconded by Helms, to **approve** the January 2, 2024 meeting agenda. **Vote:** Unanimous. Motion carried.

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 nor’easter has ended

APPROVAL OF CONSENT AGENDA: **Motion:** Jordan made a motion, seconded by Blain-Bellamy to **approve** the January 2, 2024 consent agenda. **Vote:** Unanimous. Motion carried.

ELECTION OF MAYOR PRO TEM FOR 2024: **Motion:** Goldfinch made a motion, seconded by Helms to **defer** this item to a future meeting. **Vote:** Unanimous. Motion carried.

PUBLIC INPUT:

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

SPECIAL PRESENTATION:

A. Recognition of 2023 Employees of the Year – Emrick recognized the 2023 Employees of the Year – Allan Huggins, Public Safety; Tasha Sherman, Public Service; and Brandon Danser, Public Works.

B. Presentation of Longevity Awards – December 2023 – 10 Years: Danner Thompson, Recreation – Emrick and Butler presented the longevity awards.

C. Presentation of Future Plans for Jerry Cox Parking Lot and ERF #3 – Hyman said that the City-owned parking lot behind Jerry Cox is in disrepair and under-utilized, and as this area grows, so does the needs to improve this parking area. The recently completed Riverfront and Downtown Master Plan provided a conceptual design for gateway development at the corner of 4th Avenue and Kington Street. As stated in the plan, “crossing the Kingston Lake on Fourth 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, and 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. Hyman said that since this design staff would like to see more green space.

- 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 informed Council that the applicant is requesting to annex and rezone the 8.96-acre parcel, located at/near the corner of Hwy 501 & Mill Pond Rd as Highway Commercial (HC). The property is currently zoned Horry County Highway Commercial. While the application does not specify the proposed use, discussions with the applicant indicates that the use will be a medical facility. This property will also be combined with the adjacent property, already in the city limits, zoned HC. The property abuts property on all but one side zoned City of Conway Highway Commercial (HC), and surrounding uses include vacant property, a gas station/convenience store, and a restaurant. The City's future land use map of the comprehensive plan identifies the property as Conservation Preservation (CP), due to the existence of the flood zone and floodway on a small portion of the property. This request will be accompanied by a future land use map amendment as well. Both items are scheduled to be considered by Planning Commission on Thursday, January 4. Their recommendation will be provided with first reading of the request. There is a required second public hearing scheduled to be held at City Council on February 5, as 2 public hearings are required for any amendments to the comprehensive plan.
- 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 informed Council that the applicant is requesting to rezone the property at 610 Main Street to the Professional district. The property is currently zoned R-1, and currently contains 2 residential structures: a single-family home, which fronts Main Street, and a multifamily structure, which fronts on 7th Avenue. However, the Building Official recently posted both structures as unsafe, and required that both structures be demolished. Because the property is within the Main Street Historic Design Review District, the applicant was required to obtain approval for demolition from the Community Appearance Board. The Board considered the request to demo the structures at their meeting on December 13th and approved demolition of the multifamily structure facing 7th Ave only, citing their desire to preserve the historic home. The Board cannot overrule the Building Official; however, the Building Official has stated that the rear, multifamily structure was the direst of the 2 and has made exceptions with regard to historical buildings or properties in the past. The applicant is seeking to rezone the property to Professional because they would like to market the property for sale as residential or commercial, and the Professional district allows both residential and commercial uses. If the property were rezoned to Professional, the existing home that fronts on Main Street could be rehabilitated and used as a commercial space, or it could be restored for residential use, depending on the wishes of the buyer. The City's future land use map identifies the property as Low/Medium Density Residential (R-1). However, property adjacent to the subject property is zoned Professional, and the request is consistent with the character of the surrounding properties which have frontage along Main Street. The request will be accompanied by a Future Land Use Map amendment; both of which will be considered by Planning Commission at a future meeting, unless the request is withdrawn.

Hucks said that following staff forwarding this request for discussion on this agenda, the applicant notified staff that they wish to defer the request at this time.

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 stated that this request has been discussed in great detail at several meetings in the last year. Council gave first reading of the request to annex the 1,765 approximate acres at the December 4th mtg. Since first reading, staff has reviewed changes to the ordinance and met with the applicant to discuss any outstanding items. These items included the timing and installation of traffic improvements outlined in the PD and recommended in the Traffic Study, enhancement fees, ownership and maintenance of the stormwater ponds on the recreational tract to be conveyed to the City, revisions to the buffer plan exhibit and language, timing of improvements on tract K, among other minor changes.

Hucks said that staff's recommendation continues to be approval of the annexation request, with the following amendments to be made to the PD and DA, as needed:

- Stormwater ponds on Tract K, located on the acreage to be conveyed to the City, to be owned and maintained by the City.
- All improvements (i.e. parking surfaces) for the multifamily tracts to be removed from the flood zone shown the master site plan provided showing the removal;
- All changes to the buffer plan exhibit as previously provided to be included and a revised buffer plan provided;

Staff recommends that the Traffic Improvements Table be incorporated in the PD to include the language that was shown, and that they all be completed when the traffic study recommends.

Motion: Blain-Bellamy made a motion, seconded by Butler, to **approve** final reading of Ordinance #ZA2023-10-02 (B). **Vote:** Unanimous. Motion carried.

- 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 explained the Enhancement Fee Table, stating that for single-family detached the fee amount would be \$5,750 per unit; semi-family attached would be \$4,025 per unit; and multifamily would

be \$2,875 per unit. These fees would be collected by the City at the time of building permit application. Hucks said that staff recommends approval.

Goldfinch asked for the breakdown of fees per units as he had concerns with the Enhancement Fees. Hucks said that single-family will consists of 1,380 units; multi-family consists of 920 units; and semi-family attached (townhomes) would consist of 1,018 units.

Goldfinch said that assuming this is a 20-year buildout, about \$200,000 per year for the City. Goldfinch asked the applicants if they feel like, that if someone is buying a single-family detached home can absorb more. Guyton explained, stating that a townhome can be more affordable and does not create the same burden that a single-family home does. Multi-family trash pickup will be at a single location.

Motion: Goldfinch made a motion, seconded by Jordan, to **approve** final reading of Ordinance #ZA2023-10-02 (A). **Vote:** Unanimous. Motion carried.

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 stated that this annexation application was submitted by the applicant as a requirement to connect to city utilities. The property was transferred to the applicant on November 16, 2023. The property is within the Quail Creek Village subdivision near University Blvd and CCU. There is an existing single-family structure on the property. Restrictive Covenants were recorded for the property on December 1, 2023. Seven other lots within Quail Creek Village have been annexed since 2006; some as recent as last year. Those properties were annexed as R-1 as well. Hucks said that staff recommends approval of the request.

Motion: Blain-Bellamy made a motion, seconded by Helms, to **approve** first reading of Ordinance #ZA2024-01-16 (A). **Vote:** Unanimous. Motion carried.

- 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 stated that this annexation request was submitted by the applicant as a requirement to connect to city utilities. The property was transferred into the applicant's name on October 23, 2023. Restrictive Covenants were recorded for this property in May of 2023. It is located within the Pine Valley Estates subdivision off Hwy 544, and is an older, well-established neighborhood that contains a mixture of site built and manufactured homes on the front part of the development, and one-story site-built homes in the back. This particular property is not contiguous to another lot within the subdivision, but rather the adjacent student housing development. Other properties that were annexed within this subdivision are located in the front, closer to Highway 544. This property may look familiar, as the previous owner was also required to request annexation in May of last year. Because the property

changed hands since that time, the new owners are also required to request annexation. As with the last request, there were concerns with Sanitation trucks having the proper turnaround area to get in and out of the development. Last May, staff recommended against annexation and Council voted against annexation of the property. Hucks said that staff continues to maintain their recommendation not to annex the property at this time.

Motion: Goldfinch made a motion, seconded by Blain-Bellamy, to **deny** first reading and annexation of Ordinance #ZA2024-01-16 (B). **Vote:** Unanimous. Motion carried.

- 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 stated that this request was submitted by the applicant as a requirement to connect to city utilities. The property was transferred to the applicant in July 2022, and restrictive covenants were recorded in July 2022. The property directly adjacent to this one – 1670 Destiny Lane – requested annexation in October of last year for the same reason. City Council voted against annexation of that property, and has also voted against annexation of other adjacent properties in recent history. This property, like many others on Destiny Lane, is located within the county’s CCU overlay, as most properties in this area are rented primarily by college students. Most of the properties contain duplexes. The city’s future land use map identifies the property as high-density residential (R-3). The requested district of R does not allow duplex dwellings. Hucks said that staff supports the future land use map designation, and recommends against annexation of the property at this time.

Motion: Jordan made a motion, seconded by Butler, to **deny** first reading and annexation of Ordinance #ZA2024-01-16 (C). **Vote:** Unanimous. Motion carried.

- 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 stated that this annexation request is being required as a result of the applicant needing to tap into the city’s water main to set a fire hydrant, which is considered by Public Utilities as an extension of service, thus requiring the applicant to request annexation. The applicant submitted plans to Horry County last year for additions to the property, and over the last several years, this property has undergone several site improvements. Until November of 2023, there had not been restrictive covenants on file for the property, but they were recorded when the annexation petition was submitted. The property is currently zoned Horry County Highway Commercial, and the requested zoning upon annexation is also Highway Commercial. The city’s future land use map also identifies the property as HC. Planning Commission held the required public hearing at their November 27, 2023 meeting, and recommended approval of the annexation and zoning of HC. The property is considered a donut hole, as it is surrounded by property already in the city limits, also zoned HC. Hucks said that staff recommends approval.

Motion: Butler made a motion, seconded by Hardwick, to **approve** first reading of Ordinance #ZA2024-01-16 (D). **Vote:** Unanimous. Motion carried.

- 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 stated that the applicant submitted a request to rezone this property, at the corner of Medlen Parkway and Oak Street, from the current zoning of Neighborhood Commercial (NC) to Medium-Density Residential (R-2), to construct a duplex on the property. The property is adjacent to property that is currently vacant, already zoned R-2, which has been previously proposed to be a future phase of the existing Elmhurst subdivision. Across Medlen Parkway is the Midtown Village subdivision, zoned R-3 (high-density residential), as well as the newer development on the corner, Midtown Oaks – also zoned R-3. The City’s current future land use map of the Comprehensive Plan identifies this property as Conservation Preservation (CP); likely due to the fact that almost the entire parcel is located within the AE flood zone, and a small portion of the parcel is located in a floodway. Planning Commission held the required public hearing at their November 27, 2023 meeting., and recommended approval of the rezoning request, to rezone from the NC district to the R-2 district.

Hucks said that in 2020, the state adopted a law requiring the inclusion of a resiliency element in the comprehensive planning process. The Resiliency Element promotes resilient planning, design and development and identifies goals and strategies for implementation of future policies and projects that are intended to increase Conway’s state of resilience. The City adopted its Resiliency Element in 2023. A couple of these goals were to: 1. *“facilitate the preservation of the floodplain and the conservation of environmentally sensitive areas”*; and 2. To *“protect and restore natural flood mitigation features”*

Hucks said that staff supports the goals and strategies that were identified in the resiliency element of the comprehensive plan. Staff supports the future land use identified in the comprehensive plan of CP. While Planning Commission did recommend approval of the rezoning request to Medium-Density Residential, staff cannot recommend approval of the request.

Motion: Jordan made a motion, seconded by Blain-Bellamy, to **deny** first reading and rezoning of Ordinance #ZA2024-01-16 (E). **Vote:** Unanimous. Motion carried.

- 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)** Electric vehicles are gaining popularity across the nation, and with that, the need for infrastructure to support the demand for electric vehicles has increased. Cities and towns across South Carolina have drafted or adopted amendments to their ordinances regarding electric vehicle charging stations and related infrastructure. Several states offer incentives related to Electric vehicle charging stations, and some that also require EV ready infrastructure be installed when developing property. There are 3 charging levels for electric vehicles: (1) A Level 1 charger is typically what you would have installed in your home and uses 120-volt AC plug. It could take a full day or longer to fully charge an EV using a Level 1 charger. (2) A Level

2 charger uses a 240-volt AC plug, and is typically installed for commercial use. Level 2 chargers provide 10-20 miles of range per hour of charging; and (3) A Level 3 charger, also called Direct Current Fast Charger (DCFC), uses 480-volt AC plus that charges an EV – up to 80% - in approx. 30 minutes. These types of chargers are best for highway sites to enable longer vehicle trips. These types of charging stations are similar to those that you see at Coastal Grand Mall in Myrtle Beach, or along major highway corridors or interstates.

Hucks said that currently, the UDO does not address EV's or EV charging stations, however, we have begun receiving several inquiries regarding our requirements related to the use. The proposed amendment to the UDO will amend the definitions article of the UDO to include definitions for an Electric Vehicle Charging Station, as well as definitions for the 3 different charging levels. Additionally, the proposed amendment will provide standards for installation of electric vehicle charging stations, with Level 1 and 2 charging stations being permitted in all zoning districts, and additional conditions for Level 3 charging stations, including limiting the permitted locations for a Level 3 charging station to zoning districts which also permit a gas station; exception being if the property is within a Historic Design Review District, then a level 3 charger would not be permitted. The zoning districts that would permit the installation of a level 3 charging station include HC, NC, CC, LI and HI.

Hucks said that Planning Commission considered the amendment at their November 27, 2023 meeting, as well as held the required public hearing, and recommended approval of the amendment to the UDO. Staff also recommends approval.

Goldfinch had some concerns with a Level 3 charger not being allowed on a residential lot for personal use in the CBD district. Hucks explained as being similar to those you see at Coastal Grand Mall.

Emrick said that it would be cost prohibitive to do so and would be the same as having a gas pump/station on your property for your own use. Emrick said that if they are not regulated in a way that makes sense today, the City could be opening up a can of worms for tomorrow.

Motion: Blain-Bellamy made a motion, seconded by Hardwick, to **approve** first reading of Ordinance #ZA2024-01-16 (F). **Vote:** Unanimous. Motion carried.

- 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 stated that the City received a request from First Baptist Church, located at 603 Elm Street, to close a portion of Sixth Avenue from 8:45 a.m. through 11:30 a.m. each Sunday. City Police and Fire have reviewed the request and expressed no safety concerns relative to the request. Rogers said that the church also owns a parking lot on the same property as the sanctuary and church members also utilize parking at Goldfinch Funeral Home. Both of these parking lots are directly adjacent to the sanctuary and do not require crossing any public street or right of way.

There was some discussion regarding amount of traffic on Sixth Avenue, no other requests like this within the City, and setting a precedent if allowed. Council members

said that if there is a special event at the Church then Council would look at closing Sixth Avenue for that event if needed.

Motion: Blain-Bellamy made a motion, seconded by Hardwick, to **deny** the closing of a portion of Sixth Avenue each Sunday for First Baptist Church. **Vote:** Unanimous. Motion carried.

CITY ADMINISTRATOR'S REPORT:

Emrick informed Council of the following:

- Quick recap of Christmas... the City had crowds like never seen before and a lot of very positive buzz on social media and in person. Emrick thanked all of the City employees from every department that pitched in to literally make the season bright.
 - Emrick said that on that note, we've got a lot of momentum and we're going to keep it up. Next weekend, Conway Downtown Alive is holding After Dark Park at the Town Green. That should pack downtown for a weekend in January that otherwise would be in a winter lull. Beginning at the end of January, we will make Conway your date night place to be for Valentine's Day. You won't find a more Hallmark rated place for a romantic stroll...
- The Pickleball Courts at Collins Park are fully lit and continue to be very busy.
- Emrick said that he mentioned at the last meeting that the lights that were damaged in 2022 with the Laurel Street construction were scheduled to be fixed in December. We asked Santee Cooper hold off on those repairs until this month to avoid any interference with the Christmas shopping season. Those should commence soon.
- Emrick reminded Council of the Budget Retreat at the end of next month. We will start bright and early on the 29th, and as you know, it's my favorite time of the year. If any of you have items you'd like for us to research and prepare for the retreat, please let me know as soon as possible.
- Here is some fun weather-related news for you. We are currently in a flood warning again and we have a big batch of rain in the forecast. Currently the river is at 11'+. At 12' we start to have impacts on Riverfront Park. At 13' the playground equipment needs to be removed. At 14' the Riverwalk will be impacted. We will keep you updated on forecasts and models as they become clearer.
- Emrick welcomed to Council, Julie Hardwick. And welcomed back to Mayor, Larry and Justin. It is my honor to serve the City of Conway under your leadership. We do have both a Workshop and Executive Session following Council Input. Thank you.

COUNCIL INPUT:

Helms said that staff did great with Christmas, has been working non-stop since September 30 and it shows. Helms said there has been nothing but compliments. Helms said it is fun to go downtown, and there are lots of events coming up with Downtown Alive and the Chamber, and she is happy to continue to keep the ball rolling, with the hopes of not burning everyone out. Helms told everyone Happy New Year, she welcomed Julie and said that she was glad to serve with all members.

Butler reiterated the great job that staff has done, as so many people has come up to her saying how great the Christmas decorations were. Butler tipped her hat to staff on working diligently so

that the residents could have a great Christmas experience. Butler then spoke about the media report of a cross burning and said that it was disheartening that in 2023 there was a cross burning as a means of hatred. Butler encouraged everyone to love thy neighbors and continue to work together to make it better for our Conway children.

Goldfinch reiterated that the City has never looked better and that is a testament to staff and their creativity, vision and hard work. Goldfinch said he is very proud and that people are coming here that have never come here before. Goldfinch then told of his cousin that has lived in Thailand for 21 years and teaches English over there, along with his wife that is Chinese, that came home. Goldfinch said that they rode the golf cart around town, waving and people are out walking their dog, and they stopped and talked to them. Goldfinch said that the wife, who hasn't been to America, said that they didn't do this and it was special. Goldfinch told her that this is our community and we look after each other. Goldfinch then told everyone to recognize that this is not how it is everywhere. Goldfinch said to kick off the new year to be grateful and that we live in a place that is far better than many other corners of the globe. Goldfinch said to smile, wave and be nice.

Jordan followed what everyone else said about Christmas. Jordan said that Adam's creative mind has raised the bar for next year and he can't wait to see what is for next year. Jordan gave a kudos to all the staff as everything looked amazing. Jordan thanked the community for allowing him to sit in the Council seat. Jordan said that when he got home election night, his 15-year-old said that she wanted to administer his oath and that meant the world to him.

Hardwick thanked everyone and said that today had been a wonderful day and a wonderful experience. Hardwick echoed the sentiments of all as the downtown looks fabulous, and that the vision that Council and staff has is fabulous. Hardwick said that she is so happy to be a part of this to continue. Hardwick said that a great aspect of Conway is as we continue to get people out on our streets and enjoying our nature that we get to know our neighbors better. Hardwick said she is proud to be here, humble, and then thanked everyone.

Blain-Bellamy piggybacked on what everyone said and said that she has a theory about our world, that is fairly simple, it is that the more time and opportunity that we take to get to know each other, the more we can garner, love and respect each other. Blain-Bellamy said that does away with hatred more than anything. Blain-Bellamy said that everyone has talked about how great Christmas was, and every day she says she will go back to City Hall and tell those that did the work how special and important it is. Blain-Bellamy said that now there is an expectation that once you build up a reputation in a certain way, not only do you have to maintain it but you have to build on it. Blain-Bellamy challenged staff, with Council in support, of moving forward and building on the momentum that we have going. Blain-Bellamy spoke of the antisemitic paraphernalia that was placed in people yards last year, the huge outcry against the LGBTQ community last summer, and most recently a cross burning just outside the city limits. Blain-Bellamy said that there are municipalities in the state, absent of the state taking any action, that enhance penalties for certain crimes that are deemed to be a general hate for a group of people. Blain-Bellamy would like for the City to do all that can be done to discourage hate and asked staff to bring back information on what Council might be able to do, what that would mean in terms of the enhancement, and the crimes that would apply. Blain-Bellamy said that when you sit, whisper and do nothing, you are part of the problem and she doesn't plan to live being part of the problem.

There was a short break.

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. Hucks gave a presentation stating that this request is to annex approximately 486 acres of property on Highway 378, Juniper Bay Rd, Dayton Drive, Airport Rd, and Dunn Shortcut Rd, has been in front of Planning Commission a couple of times, and you have held a workshop on the item in the past. At the November 27th Planning Commission meeting, PC held the public hearing on the annexation and rezoning as well as the Development Agreement, but deferred the request so that they could hold a workshop with the applicants prior to making a recommendation. That workshop was held on December 20th.

Hucks said that to address some of these concerns, staff could recommend the following:

- Lot widths/sizes: the applicant states that the proposed master site plan has lot widths starting at 37' for single-family detached. The PD could be amended to reflect that the min. width permitted is 37'. However, Planning Commission commented that 50' is as low as they would like to see for single-family detached.
- Provide a block plan showing what a typical block in the project would look like with the requested lot dimensions and design standard modifications.
- Buffers: to identify the buffer widths around all perimeters and show a minimum separation of 50' would still be achieved outside of the 25' buffer on boundaries adjacent to properties with existing residential dwellings or uses, unless the adjacent property is an area proposed to have drainage improvements (which should be identified in the PD).
- Provide a plan showing another option for connecting the tracts on Dayton Drive to the rest of the development. Otherwise, the issue of the road going through the City shop complex should be decided before Planning Commission makes a recommendation to ensure that any major changes to the layout have been reviewed by PC ahead of council.
- Flex tracts: Revise the F-1 tract to remove the portion closest to Hwy 378 as being commercial only. Staff recommends removing the F-2 tract and adding it as additional open space or buffer for the development.
- Reduce the percentage of lots asking for design mods for garage extension more than 10' from the front façade of the home from 50% to 25%
- Provide a min. 20' open space connection for pedestrians, bikes, or golf carts between all tracts, and to connect Tract R-5 to the rest of the project.
- Another option:

- Tracts R-3 and R-4 are already in the City. Those could be removed from the PD and developed under the current zonings of R-1 and R-3. Then a road would not need to be installed going across the city shop complex.

Hucks said that Planning Commission will consider the requests at their January 4th meeting (this Thursday). The second required public hearing on the development agreement has been advertised to be held at the January 16th Council meeting.

There was much discussion with the applicants regarding design modification from residential design standards; roadway going through city shop complex; fire training facility at the city shop complex; interconnectivity through Macala Acres subdivision; lot sizes / lot widths of single-family detached lots; typical block of proposed development with homes and lot sizes; landscape buffers / trail connection, width of streets on local streets; connectivity to tract R-5, Flex tracts uses and density, open space; widening of Highway 378, Airport Safety Zones and Airport Environs Overlay; list of developments with same mixed uses; color coded map of lots, and flood maps.

EXECUTIVE SESSION: Motion: Goldfinch made a motion, seconded by Jordan to enter into Executive Session for the following: 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)]; and (C) Discussion on Contractual Negotiation Incident to Riverfront Properties [pursuant to SC Code §30-4-70 (A) (2)]. **Vote:** Unanimous. Motion carried.

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

POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: Motion: Goldfinch made a motion, seconded by Helms to appoint Thomas J. Anderson III to the Planning Commission. **Vote:** Unanimous. Motion carried.

Motion: Helms made a motion, seconded by Blain-Bellamy authorizing the administrator to move forward with the contract regarding the riverfront properties. **Vote:** Unanimous. Motion carried.

Motion: Blain-Bellamy made a motion, seconded by Jordan requesting staff to look at licensing for the use of the property at the Riverfront. **Vote:** Unanimous. Motion carried.

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

APPROVAL OF MINUTES: Minutes approved by City Council this _____ day of _____, 2024.

Alicia Shelley, City Clerk

DATE: JANUARY 16, 2024
ITEM: VIII.

Employee of the Month for January 2024 – Public Service

DATE: JANUARY 16, 2024
ITEM: IX.

ISSUE:

PUBLIC HEARING and First Reading of Ordinance #ZA2024-02-05 (A), of a request by Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on Hwy 378, Juniper Bay Rd, Airport Rd, Dayton Drive, and Dunn Shortcut Rd, to be known as the Tributary Planned Development, and consisting of approx. 486 +/- acres (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 370-00-00-0011, 370-04-01-0004, 337-00-00-0009, -0011, -0012, and 337-08-01-0004).

BACKGROUND:

The applicants are seeking to enter into a development agreement for development known as the Tributary, proposed to be annexed into the City as a Planned Development (PD). The proposed length of the development agreement for the request is for an initial 10-year period.

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).

The Tributary development agreement is proposed to be for a period of 10 years, and the subject property contains 250 acres +/- of highland.

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 November 27, 2023 meeting. Several people spoke in opposition to the request at the public hearing as well as other meetings that were held at Planning Commission, where this item was scheduled to be considered. The request was deferred at the November PC mtg. so that a workshop with the applicants could be held. A workshop was held on December 20, 2023, where additional discussion regarding the annexation/rezoning request occurred. At the January 4, 2024 Planning Commission meeting, Planning Commission recommended approval of the development agreement.

Some items that will need to further discussed and considered by Council, to be contained within the development agreement include:

- The required offsite improvements (*i.e.* traffic improvements and the timing of)
- Access through the city shop complex (*i.e.* land swap; location of road)
- City Park acreage (*i.e.* conveyance of and related improvements)
- Installation of trail system / connection
- Any enhancement fees proposed and amounts

RECOMMENDATION:

Should the Tributary properties be annexed into the City of Conway, staff recommends entering into a development agreement with the applicant, and approval of **First Reading of Ordinance #ZA2024-02-05 (A)**.

Attachments:

Draft of proposed Development Agreement

ORDINANCE #ZA2024-02-05 (A)

AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CONWAY AND LENNAR CAROLINAS, LLC.

- 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 Lennar Carolinas, LLC; and
- WHEREAS,** the Development Agreement is in reference to the proposed Tributary Project, consisting of approximately 486 +/- acres of land; and
- WHEREAS,** included within the Development Agreement are obligations of the Developer, including, but not limited to, building & zoning requirements (PD); conveyance of approx. 22 +/- acres of property to the City of Conway for city park acreage and canal trail connection; 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 ____-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 10-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 Lennar Carolinas, LLC, 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

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: _____

Tributary Development Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

**DEVELOPMENT AGREEMENT FOR
TRIBUTARY**

THIS DEVELOPMENT AGREEMENT (“*Agreement*”) is made and entered this ____ day of _____, 2023, by and between **LENNAR CAROLINAS, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, successors and assigns (“***Residential Developer***”), **HIGHWAY 378 LAND HOLDINGS LLC**, a South Carolina limited liability company, its affiliates, subsidiaries, successors and assigns (“***Commercial Developer***”, and together with Residential Developer, the “***Developer***”), and the governmental authority of the **CITY OF CONWAY**, a body politic under the laws of the State of South Carolina (“***City***”).

WITNESSETH:

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)(1) of the Act, as defined below, recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning”; 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, a well-planned and designed development and a stable and viable tax base; and

WHEREAS, Highway 378 Land Holdings LLC, a South Carolina limited liability company (referred to herein as the “Owner”) is the legal owner of the Property (as hereinafter defined) and have given permission to Residential Developer, pursuant to the terms of a valid and binding contract to purchase certain portions of the Property, to enter into this Agreement with the City; 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 Ten (10) 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 owned by Owner, consisting of approximately 486.5 acres, more or less, as 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 Tributary Planned Development ("**PD**") under the ordinances of the City of Conway, together with this Agreement, on or about the ____ day of _____, 2023; and

WHEREAS, Developer desires to develop the Property for the construction and development of a mixed-use project;

WHEREAS, the City desires to insure that in the event the Property is developed in accordance with the zoning referenced herein and above that adequate and appropriate public benefits are provided;

WHEREAS, Developer desires to obtain from the City assurances that (i) the proposed zoning of the Property to PD will be approved by the City; (ii) upon its application for development permits, Developer may proceed with the development and construction of the Property or in any portion or phase thereof, in accordance with the zoning designation defined as of the Effective Date; and (iii) such development rights will be vested for the duration of the development of the Property pursuant to the terms of this Agreement;

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 without encountering future changes in law which would materially and adversely affect the Developer's ability to develop the Property under its approved zoning, and for the purpose of providing important public benefits and improvements, protection to the natural environment and long term financial stability as well as an increased and a more viable tax base to the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and incorporated herein by this reference, the mutual covenants of the parties contained herein and other good and valuable consideration agreed to by both the City and Developer, including the public and 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. **DEFINED TERMS.** Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.

3. **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”**.

“Capacity Study” means that certain study prepared by Developer, which Capacity Study depicts the portion of the Property, for purposes of showing the site arrangement and responsibilities for off-site roadway improvements, and a copy of such Capacity Study being attached to the PD, and also being attached hereto as **Exhibit “D”**.

“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.

“Commercial Developer” means Highway 378 Land Holdings LLC, a South Carolina limited liability company, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“Commercial Unit” means a parcel, lot or building, or multiple units within the same building, within the Property, used for commercial purposes, as shown and depicted on the Capacity Study, as the same may be amended.

“Developer” means Commercial Developer together with Residential Developer.

“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.

“Horry County Stormwater Design Manual” means the Horry County Stormwater Design Manual as amended and in effect as of the Effective Date, a complete copy of which is attached hereto as **Exhibit “G”**, or further amended from time to time pursuant to 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.

“Owners Association” means a legal entity formed by Developer 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 Tributary Planned Development and related Capacity Study, 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 Capacity Study 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 Developer” means Lennar Carolinas, LLC, a Delaware limited liability company, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“Residential Unit” means a single family home, whether attached or detached, or a multi-family home, within the Property, as shown and depicted on the Capacity Study, as the same may be amended.

“Term” means the duration of this Agreement as set forth in **Section 4** hereof.

“UDO” means the City of Conway Unified Development Ordinance as amended and in effect

as of the Effective Date, a complete copy of which is attached hereto as **Exhibit “F”**, or further amended from time to time pursuant to this Agreement.

4. **TERM.** The Developer represents and warrants that the Property consists of 1,000 acres or less of “highland” but more than 250 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the Effective Date of this Agreement and shall terminate on the date which is Ten (10) years from the Effective Date except as provide herein. 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 Ten-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year terms. 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.

5. **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.

6. **VESTED RIGHTS.** This Agreement establishes the zoning classification for the Property as PD, in accordance with the UDO as existing on the Effective Date of this Agreement and as modified by the PD and continuing throughout the Term of this Agreement, as defined herein. As of the Effective Date, such zoning designations and development rights contained in the UDO as well as any differences between the PD and any applicable overlay district or zone or the UDO are deemed vested in Developer, its successors and assigns, subject to the terms of this Agreement, and the agreements, obligations, and commitments contained herein run with the Property and may not be changed or modified except as provided herein or as allowed by the Act.

(A) No future changes or amendments to the UDO or other local ordinances, laws, rules or regulations shall apply to the Property after the Effective Date, and no other legislative enactments shall apply to the Property or this Agreement which have an adverse effect on the ability of Owner to develop the Property in accordance with this Agreement or which have the effect of materially increasing the costs of the improvement of the Property, except as may be provided for in

this Agreement or Section 6-31-80 of the Act.

(B) Notwithstanding the foregoing, the parties specifically agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes, nor of any tax or fee of universal application throughout the City to both new and existing development specifically bound to be necessary to protect the health, safety and welfare of its citizens.

(C) Furthermore, the parties acknowledge that the improvements to be made to the Property remain subject to the current requirements of the building codes, land development regulations and the current guidelines for approval by the City as of the Effective Date.

7. **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, conditioned or delayed. The City understands that any such assignment, partial 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 7, the following activities on the part of Developer shall not be deemed “development of the Property”: (i) the filing of this Agreement, the Capacity Study 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 Capacity Study 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.

8. **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 16 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.

9. **EFFECT OF FUTURE LAWS.** Consistent with Section 6 herein, Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the UDO, 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 UDO, 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 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.

10. **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 Units shall be public roads as shown and allowed in the PD. All public roadways shall be constructed to City standards, 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. Upon dedication to the City, the Developer shall provide a three-year warranty period for such public roads shown and allowed in the PD.

(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 and the Horry County Stormwater Design Manual effective as of the date of plan submission. 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 an Owners Association, as appropriate, and will not be accepted or maintained by the City. To the extent applicable, any stormwater, water service, tap or similar impact fees shall be capped or determined as of the Effective Date and shall not change during the Term of this Agreement except as specifically allowed for herein.

(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, 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.** Except as provided and agreed to herein, 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.** Except as provided and agreed to herein, 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 indicated in the PD.

(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 Capacity Study 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 maintained by the Developer or conveyed to an Owners Association for on-going maintenance following completion of the Project.

(N) **Flood Damage Prevention.** Developer shall adhere to the City's Flood Damage Prevention Ordinance, as existing on the date of plan submission.

(O) **Tree Preservation.** All tree preservation efforts shall be made in accordance with the PD. Developer shall also adhere to the City's Tree Preservation Ordinance, as existing on

the Effective Date of this Agreement and continuing throughout the Term of this Agreement. Developer shall provide a tree survey with any submission for subdivision approval and not prior to that time.

11. **IMPACT FEES.** The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, or following the date 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.

12. **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, as set forth below (collectively the “***Enhancement Fees***”). Developer further agrees that the 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) Two (2%) 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 with any additional public benefits and improvements as shown on **Exhibit “C”**, as follows:

(A) **Sanitation Services Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each Residential Unit and each Commercial Unit within the Property, a sanitation services enhancement fee (the “***Sanitation Services Enhancement Fee***”) in an amount equal to \$ _____ for each Residential Unit, and \$ _____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.

(B) **Public Safety Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall also pay to the City, as to each Residential Unit and each Commercial unit within the Property, a public safety enhancement fee (the “***Public Safety Enhancement Fee***”) in an amount equal to \$ _____ for each Residential Unit, and \$ _____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.

(C) **Parks and Recreation Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall also pay to the City, as to each Residential Unit within the Property, a parks and recreation enhancement fee (the “***Parks and Recreation Enhancement Fee***”) in the amount equal to \$ _____ for each Residential Unit, to be paid at the time of building permit application.

(D) **Planning and Development Service Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall also pay to the City, as to each Commercial Unit within the Property, a planning and development service enhancement fee (the

“Planning and Development Service Enhancement Fee”) in an amount equal to \$_____ for each Commercial Unit, to be paid at the time of building permit application.

(E) **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 PD shall provide for not more than the total Residential Units and total Commercial Units as shown in the PD and each at a maximum height not to exceed those stated in the PD.

(F) **Road Standards and Traffic Impact.** As an obligation, all public roads within the Project shall be constructed to specifications outlined in the PD. The exact location, alignment, and name of any public road or improvements required both within the Project or off-site, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process and as shown and agreed to in the PD. 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. Upon dedication to the City, the Developer shall provide a three-year warranty period for such public roads shown and allowed in the PD. With respect to the City Public Works “Shop Tract” and Confluence Place, as shown and depicted on the Capacity Study, the Developer shall design, engineer, and construct a gated road (the ***“Connector Road”***) and, in order for the Developer to construct the Connector Road, it will be necessary for the Developer and the City to exchange certain real property or rights-of-way, as shown and depicted on **Exhibit D** attached hereto.

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 12.F.**

(G) **Stormwater and Drainage.** As an obligation, Developer shall provide approximately 56 acres of 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.

(H) **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.

(I) **Regional Roadway Improvements and Intersection Enhancements.** As a public benefit, Developer shall provide regional roadway improvements and intersection enhancements as specified herein. Regional roadway improvements shall include widening US Highway 378 from the existing two-lanes to five-lanes from west of Project Driveway #2 to Dayton Drive. Intersection enhancements shall include US Hwy 378 & Juniper Bay Road, US Hwy 378 and Airport Road/Project Driveway #1, US Hwy 378 & Dayton Drive, and Dunn Shortcut Road & Project Driveway #4, in accordance with the Transportation Impact Analysis (the ***“Tributary TIA”***) submitted as supplement to the PD. Provided, however, that, in the event any such roadway

intersection or widening improvements require the acquisition of additional right-of-way not located within the boundary of the Property, which Developer has no means of acquiring then, in such event the City may acquire the additional right-of-way not located in the Property for such roadway widening and intersection improvements, or, 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 improvements, as approved by the City under the ordinances and regulations of the City, with the City then having the burden of installing such roadway improvements at a time and under the conditions as determined by the City and the TIA to be reasonable. The respective roadway widening and intersection improvements herein shall be completed per the phasing schedule as shown in the TIA and upon warrant as determined by SCDOT. No final plat for which an intersection or widening improvement is warranted shall be recorded prior to installation and final inspection of said improvements, or financially guaranteed.

(J) **Conveyance of Approximately 22 Acres of Real Property.** As a public benefit, Developer shall convey to the City approximately 22 acres of real property, shown and delineated on the Capacity Study (the "***City Recreation Acreage***"), which City Recreation Acreage also comprises a portion of the open space for the PD in accordance with the requirements of the UDO, and includes uplands and wetlands for ownership, perpetual maintenance and preservation by the City. The City Recreation Acreage may be conveyed in one or more parcels, each at the time an adjoining parcel is submitted for final plat. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, the Developer shall have completed, caused to be completed, or financially guaranteed, in accordance with the typical financial guarantee requirements of the City, the following improvements, each as shown on the Capacity Study:

- a. A seventy-five foot (75') wide parcel along the run of Oakey Swamp, measured from the existing property line, for the construction and maintenance of a canal multi-purpose trail as defined in the City Pathways and Trails Plan (approximately 2 acres).
- b. An approximately 20 acre parcel for the City to use as a park (the "***City Park***"), for uses determined herein and provided by the City. Developer shall not be responsible for planning, construction or maintenance of any infrastructure improvements or appurtenance in the City Park, but shall provide for a finished grade and utility stub-outs (water, sewer, electric, gas, telecommunication) prior to the recording of the final plat dedicating the City Park to the City.
- c. To the extent any portion of the City Recreation Acreage includes stormwater detention and/or conveyance serving the Property, the Developer may convey such stormwater to the City, subject to a maintenance easement in favor of the Developer, which requires the Developer to maintain such stormwater detention and/or conveyance at the sole cost and expense of the Developer.

(K) **Neighborhood Amenity Center.** As a public benefit, Developer shall provide a programmed neighborhood amenity center with a 6,500 square foot (approximate) swimming pool, bathrooms, pool house, parking lot, mail center and 8' multi-purpose path trailhead connection to the

City Canal Trail, to be completed on or before the date on which the respective portion of the main road providing access to the amenity within the Property is completed. In the event the installation of the amenity and associated appurtenances is delayed beyond completion of the corresponding portion of the main road, then in such event the amenity shall be financially guaranteed, in accordance with the requirements of the City.

(L) **Multi-Purpose Path(s)**. As a public benefit, Developer shall install a multi-purpose path 8' in width, following the internal main road (90' R/W and 70' R/W), 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 main road providing access, directly or indirectly, to one or more subdivisions within the Property is completed. In the event the installation of such multi-purpose path is delayed beyond completion of the corresponding portion of the main road, then in such event the multi-purpose path shall be financially guaranteed, in accordance with the requirements of the City. The installation of the multi-purpose path shall 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 main road is complete, without regard to the number of building permits that have been issued for the Property by the City. Developer shall also install multi-purpose paths, 8' in width, in general agreement with the locations as shown on the PD, to be complete on or before the date on which the respective phase receives final inspection approval. In the event the installation of such multi-purpose path is delayed beyond final inspection of the infrastructure associated with a specific phase, then in such event the multi-purpose path shall be financially guaranteed, in accordance with the requirements of the City. The installation of the multi-purpose path shall be in accordance with the City's Pathway's and Trails Plan, adopted in 2022 in regards to design and materials.

(M) **Waterline**. As a public benefit, Developer shall provide a "looped" 10" waterline connecting SC Highway 378 and Juniper Bay Road, internal to the Property.

(N) **Sewer Pump Stations**. As a public benefit, Developer shall install seven (7) new sewer pump stations within the Property, and, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Property, additional sewer pump stations within the Property. Sewer pump installation shall be in accordance with the requirements of the City, or such other agency then providing sanitary sewer service to the Property.

(O) **Traffic Cameras**. As a public benefit, Developer shall install traffic cameras within the right-of way at the Hwy. 378 entrances, the Juniper Bay Road entrance, and the Dunn Shortcut entrance to Tributary Property. The cameras shall be monitored by the Conway Police Department to capture identification of vehicles entering and exiting the Property. Installation and purchase of the camera's and associated mounts and utility connections shall be the responsibility of the Developer. Ongoing costs for maintenance and cellular data shall be the responsibility of the City.

(P) **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.

13. **PURPOSE AND PUBLIC BENEFITS.** The City finds that the development permitted or proposed herein is consistent with the City's comprehensive plan and land development regulations and provides public benefits. The purpose of this Agreement is to agree on certain public benefits as shown on **Exhibit C** (the "**Roadway & Related Public Benefit Improvements**"). Such Roadway & Related Public Benefit Improvements located on Developer's Property shall be constructed, installed and completed as stated in the PD and dedicated in accordance with City standards and generally in the timeframes listed in **Exhibit E**.

14. **CREATION OF IMPROVEMENT DISTRICT.** The Developer and the City recognize that the Property is located in an area which has a need for economic growth, expansion of tax base and creation of jobs. To this end, the City agrees to work with the Developer and other applicable government entities to foster and encourage infrastructure and development to support these goals, including but not limited to, the establishment of a Municipal Improvement District, pursuant to S.C. Code Section 5-37-10, *et seq.*, over an upon all or a portion of the Property (the "**Improvement District**"), which Improvement District shall be more particularly set forth in the improvement plan in connection therewith.

15. **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.

16. **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.

17. **DEFAULTS.** Notwithstanding the provisions of Section 5 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 8 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.

18. **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.

19. **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.

20. **BENEFIT.** The benefits and burdens of this Agreement are binding upon the parties hereto and shall run with the land and inure to all successors in interest or assigns of the parties hereto.

21. **SEVERABILITY.** If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.

22. **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:

To the City at:

City of Conway

Attention: City Manager

With a copy to:

And to the Developer at:

Lennar Carolinas, LLC
1941 Savage Road, Suite 100-C
Charleston, SC 29407
Telephone: (843) 266-4416
Attention: Jason Byham
E-Mail: Jason.byham@lennar.com

With a copy to:

Franklin G. Daniels, J.D., LL.M.
Maynard Nexsen PC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
Telephone: (843) 213-5403
Email: fdaniels@maynardnexsen.com

And to the Commercial Developer at:

Highway 378 Land Holdings LLC
1314 Professional Drive
Myrtle Beach, SC 29577
Telephone: (843) 839-3210, Ext. 103
Attention: Charles B. Jordan, Jr. Esquire
E-Mail: cjordan@pearcelawgroup.com

23. **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 counterpart 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 7.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 7.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

(N) **Assignment**. Either party may assign any right or interest or delegation of any duty, responsibility, or obligation under this Agreement without the written consent of the other party.

(O) **City Cooperation and Support**. The City agrees to reasonably cooperate and support the Developer's efforts that are necessary for the Project, including, but not limited to, any efforts with respect to right of way acquisitions or land swaps.

24. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED**. The development of the Property shall be pursuant to this Agreement, the UDO, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the UDO, 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 Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Capacity Study of the Project, subject to any Capacity Study 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.

25. **STATEMENT OF REQUIRED PROVISIONS**. In compliance with Section 6-31-60(A) of the Act, the Developer and the City represent that this Agreement includes all of the specific mandatory and required 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.

CITY OF CONWAY, a body politic under the laws of the State of South Carolina

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
)
)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____, as _____ of the CITY OF CONWAY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2023.

Notary Public Signature

Notary Public Printed Name

Notary Public for South Carolina

My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LENNAR CAROLINAS, LLC, a
Delaware limited liability company

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

)
)
)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____,
as _____ personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2023.

Notary Public Signature

Notary Public Printed Name

Notary Public for _____
My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**HIGHWAY 378 LAND HOLDINGS
LLC**, a South Carolina limited liability
company

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

)
)
)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____,
as _____ personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2023.

Notary Public Signature

Notary Public Printed Name

Notary Public for _____

My Commission Expires: _____

(Seal)

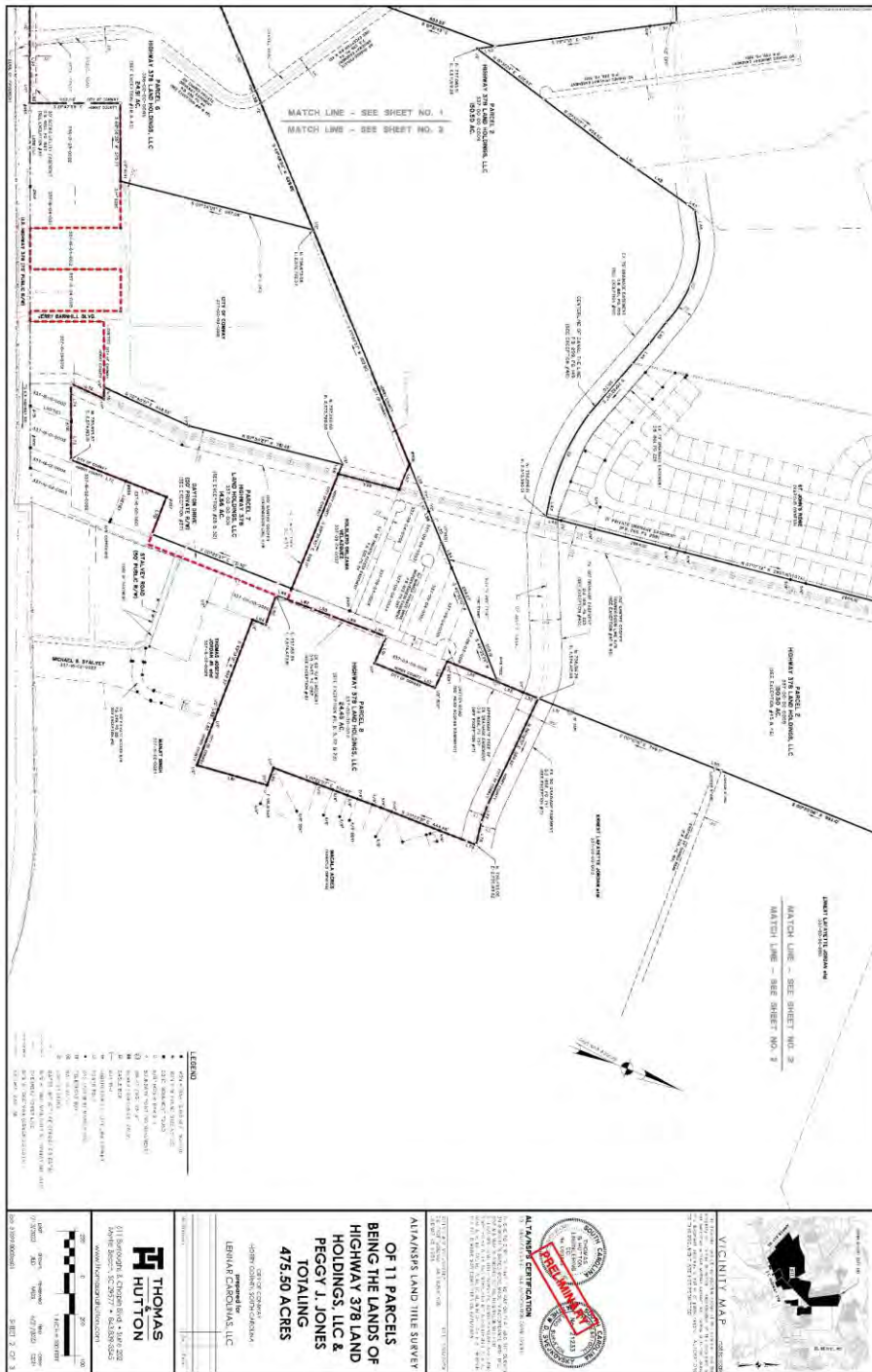
DRAFT

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

DRAFT

[illegible]



486-E

517

TITLE TO REAL ESTATE BY A CORPORATION

Transfer No. _____

FILED
HORRY COUNTY

Number of Acres _____

Plat Book Page _____

1969 MAR 12 AM 10 00 Tract _____

The State of South Carolina,

COUNTY OF HORRY

R. Q. HORTON
CLERK OF COURT

Audited and entries made by _____

Secretary

KNOW ALL MEN BY THESE PRESENTS, That BURROUGHS & COLLINS COMPANY, a Corporation organized under the General Laws of the State of South Carolina having its principal place of business at Conway, said County and in the State aforesaid, in consideration of the sum of (\$34,500.00)

Thirty-four thousand five hundred and no/100 - - - - - Dollars,

to it in hand paid at and before the sealing of these presents by Garland F. Williams, Jr.

in the State aforesaid, (the receipt whereof is hereby acknowledged), has granted,

bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Garland F. Williams, Jr.; his heirs and assigns forever:

ALL AND SINGULAR, That certain piece, parcel or tract of land lying and being in Conway Township, County and State aforesaid and containing 21.5 acres more or less as shown on map by J. F. Thomas, R. L. S., dated February 18, 1969. Bounded and described on the said map as follows:

BEGINNING at Concrete Monument #1436 located on the southern margin of U. S. Highway #378 at the intersection of the Airport Road and runs North 72 deg. 39 min. east with the said highway 1229 ft. to Concrete Monument N #1458; thence South 17 deg. 21 min. east 222 ft. deep to Concrete Monument O #1496; thence South 35 deg. 15 min. west 897.5 ft to Concrete Monument O #1243; thence continuing the same course 1290.5 ft. to Concrete Monument N #2850 located on the eastern margin of the Airport Road; thence North 18 deg. 16 min. east with the said road 607.9 ft. to Concrete Monument N #2011; thence in a northerly direction along a curve whose radius equals 852.5 a distance of 526.4 ft. to Concrete Monument N #2856; thence North 17 deg. 42 min. west 555.5 ft. to Concrete Monument N #1436 the point of BEGINNING.

Bounded on the North by U. S. Highway #378; on the east by other land of Burroughs & Collins Company; on the southeast by Conway-Horry County Airport and on the west by the Airport Road.

This conveyance is made subject to any easements for roads, drainage, transmission lines or like purposes upon or across same.

RESTRICTIONS: No junk yard, no storage of wrecked or damaged automobiles or discarded materials, or dismantling of same shall be located on the property hereby conveyed nor will open storage be permitted on the premises unless same is in an area screened by a wall, solid fences, vegetation, or such other durable and permanent screening installation as will effectively screen such open storage, refuse, or like matter from view from the highway or any adjoining premeases. Such screening shall be approved by the grantor as to design and material.

For a further and more specific record, a map of the property being conveyed by this deed is attached as a part and parcel of the conveyance to be recorded along with the deed.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book H, Page 176, Clerk of court's office for Horry County.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book B, Page 176, Clerk of court's office for Horry County.

518

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said
Garland F. Williams, Jr., his

Heirs and Assigns forever. And the said BURROUGHS & COLLINS Co., Corporation, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said
Garland F. Williams, Jr., his

Heirs and Assigns, against itself and its successors and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS the Hand of the President and Treasurer, and Seal of the Corporation, this 24th day of February in the year of our Lord, one thousand nine hundred and 69, and in the one hundred and 93 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered }
in Presence of }
James Booth }
R. W. McCracken, Jr. }
THE STATE OF SOUTH CAROLINA, }
County of Horry }

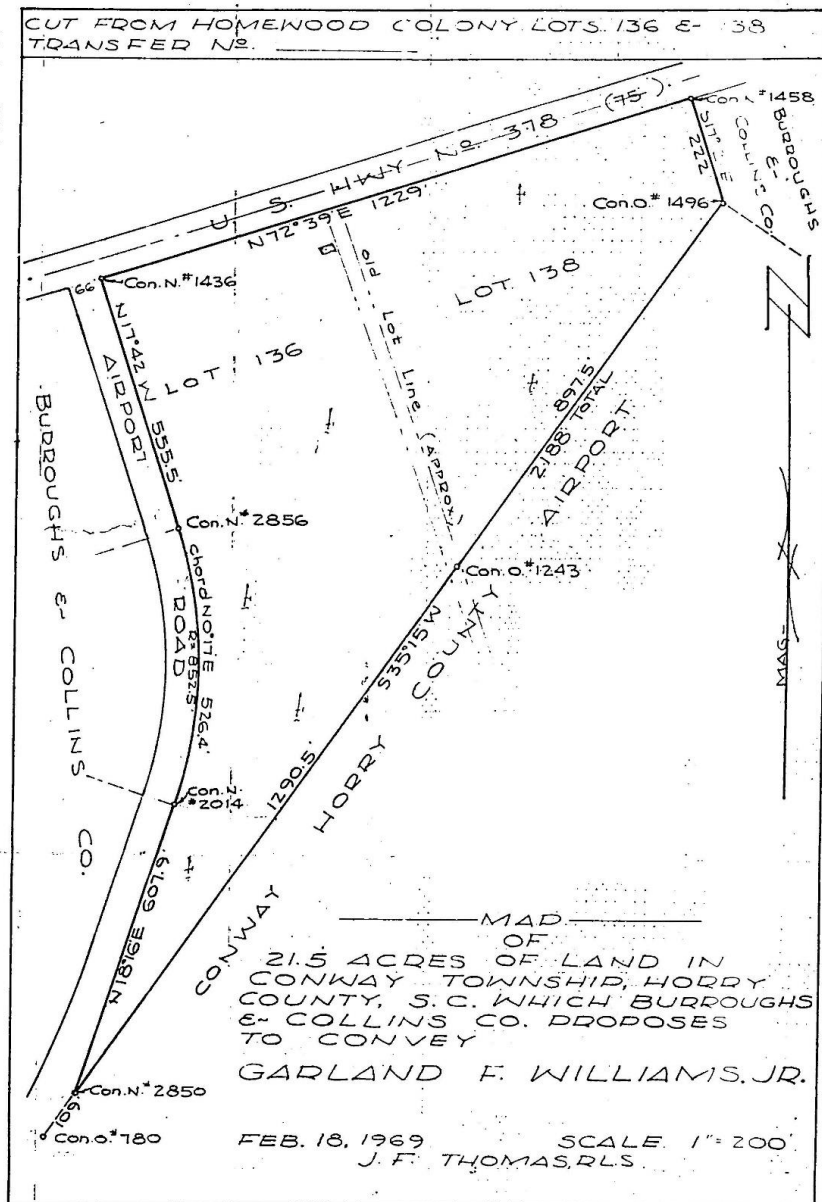
BURROUGHS & COLLINS CO. L. S.
H. B. Burroughs President.
Henry B. Burroughs, Jr. Treasurer.
Secretary

PERSONALLY appeared before me James Booth and made oath that he saw
H. B. Burroughs President and Henry B. Burroughs, Jr. Secty Treasurer
of the within named BURROUGHS & COLLINS Co., sign, affix the Corporation Seal, and as the Act and Deed
of said Corporation, deliver the within written Deed; and that he with R. W. McCracken, Jr.
witnessed the execution thereof.

Sworn to before me this 24

day of February 19 69 }
R. W. McCracken, Jr. (Seal)
Notary Public for S. C.

James Booth



520

I Certify \$ 37.95 Horry County Documentary
Tax has been paid on this instrument.

R. G. Horton

R. G. HORTON
Clerk of Court



486-E

Charged _____ 19__

State of South Carolina,
COUNTY OF HORRY

Burroughs & Collins Co.
CORPORATION

TO

Garland F. Williams, Jr.

P.O. Box 344

Conway, S. C. 29526

Title to Real Estate

Filed this 12 day of

March A. D. 1967

and Recorded Vol. 404 Page 517

Fee \$

R. G. Horton

Register Mesne Conveyance

Horry County, S. C.

Recorded this _____ day of

19__

in Book _____ Page _____

Fee \$

Auditor Horry County

WALKER, EVANS & COWELL CO., CHARLESTON, S. C.

1-119-20

60

R. G. HORTON
CLERK OF COURT

1969 MAR 12 AM 10 00

FILED
HORRY COUNTY

EXHIBIT “C”
Roadway & Related Public Benefit Improvements

Traffic Improvements on Highway 378 as outlined in the Final Traffic Impact Analysis

DRAFT

EXHIBIT “D”

Proposed Capacity Study

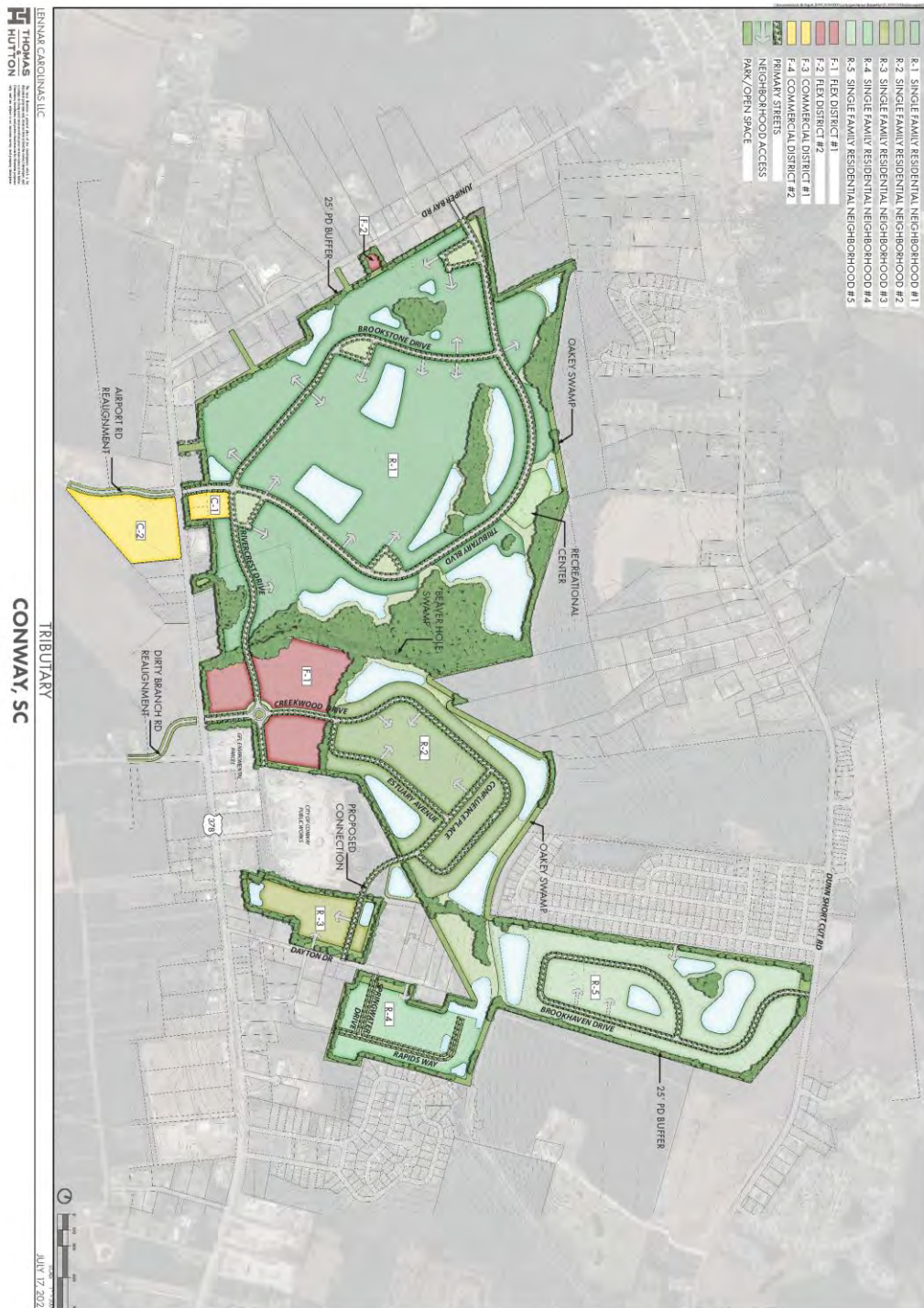


EXHIBIT “E”

Development Schedule

(To be adjusted from time to time as Development is impacted by many factors, including but not limited to things such as the economy, acts of God and the housing market locally, regionally, and nationally.)

<u>YEARS</u>	<u>PHASES</u>
June 2025 - 2030	R-1
June 2025 - 2030	C-1
June 2025 - 2030	C-2
June 2025 - 2030	F-2
June 2030 - 2035	R-2
June 2030 - 2035	R-3
June 2030 - 2035	R-4
June 2030 - 2035	R-5
June 2030 - 2035	F-1

This Development Phasing Schedule is merely an estimate

EXHIBIT “F”

City of Conway Unified Development Ordinance (UDO)

- City of Conway Unified Development Ordinance (UDO)
 - o City Ordinance: https://www.cityofconway.com/departments/administration_new/ordinances.php
 - Direct Link:
[https://cms1files.revize.com/conway/UDO%20\(last%20amended%2010.3.22\).pdf](https://cms1files.revize.com/conway/UDO%20(last%20amended%2010.3.22).pdf)

DRAFT

EXHIBIT “G”

Horry County Stormwater Design Manual

- Horry County Stormwater Design Manual
 - o County Links: <https://www.horrycountysc.gov/departments/stormwater/engineers/resources-tools/ordinances-manuals-and-reports/>
 - Direct Link: <https://www.horrycountysc.gov/media/4wqkxbxg/horry-county-sw-design-manual-enacted-jul-2017.pdf>

DRAFT

DATE: JANUARY 16, 2024
ITEM: X.A.

ISSUE:

First Reading of Ordinance #ZA2024-02-05 (B), to annex approximately 486 +/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, Hwy 378 & Dayton Drive, and on 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;

BACKGROUND:

The applicant is seeking to annex and/or rezone the aforementioned properties for the purposes of developing as a Planned Development (PD). Also proposed is a Development Agreement for the subject property.

Per the applicant's submittal, the planned development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Stalvey Rd, and Dayton Dr.

The proposed PD will also be bound by a Development Agreement; the details of which are included in this packet (*draft document*), and is on this agenda for consideration.

Proposed Density:

Per the most recent master plan submitted, the proposed density was 1,459 units. However, there are a couple of tracts within the master plan that are "flex tracts", which could contain multifamily uses instead of commercial, bringing the maximum density to 1,767 units. Refer to the table provided in the narrative for density proposed for each tract within the PD. With the exception of these flex tracts, the residential will consist of single-family detached, single-family semi-attached, and townhouses.

Wetlands / Flood Zones

There are no flood zones within the project area. There are approximately 59 acres of wetlands identified on the Open Space Master Plan.

Current Zoning of Property

Current Zoning of properties currently in the county's jurisdiction include: Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40).

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.*

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.*

The **SF40 district** is intended to *be utilized in areas when, due to its remoteness, the impermeability of soil, soil characteristics or the absence of the necessary urban services, development or higher density is undesirable or infeasible. A primary objective of the one-acre residential district is to prevent undesirable urban sprawl and to exclude land uses which demand a level of urban services which are impossible to provide.*

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.*

Water / Sewer Availability

This project is within the City's utility service area.

COMPREHENSIVE PLAN:

The City's Future Land Use Map identifies these properties as the following:

PIN's 336-00-00-0043, -0044, -0045, and 370-00-00-0011: identified as **Industrial** on the future land use map. The future land use map does not distinguish between Light and Heavy Industrial.

Per *Section 3.2.13* of the UDO, *the intent of the **Light Industrial (LI)** district is to provide 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.*

Per *Section 3.2.14* of the UDO, *the intent of the **Heavy Industrial (HI)** district is to accommodate areas for heavy manufacturing, distribution, and processing.*

PIN's 336-13-04-0006, 336-15-03-0003, 336-14-04-0011, and 370-04-01-0004: identified as **Highway Commercial (HC)** on the future land use map.

*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.*

PIN's 337-00-00-0009, -0012, and 337-08-01-0004: identified as **Low-Density Residential** on the future land use map.

*Per Section 3.2.17 of the UDO, the intent of the **low-density residential** district is to provide for the preservation and expansion of areas for low 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.*

PIN 337-00-00-0011 is identified as **High-Density Residential** on the future land use map.

*Per Section 3.2.5 of the UDO, the intent of the **high-density residential** district is to provide areas for high-density 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.*

THE FOLLOWING PAGES INCLUDE TABLES TO CLARIFY THE REQUEST AND ALL CHANGES MADE OR PROPOSED

Permitted Uses & Dimensional Standards

Property (Tract)	Current & Proposed Zoning	Proposed Uses & density	Proposed Dimensional Standards
R-1	Current: County CFA; HC; SF40 Proposed: Planned Development (PD)	SF detached: 591 lots/units SF semi-detached (duplex): 102 lots/units Townhomes: 75 lots/units Total for R-1 tract: 768 lots/units	<u>Residential:</u> SF detached: 20' Width / 2,000 SF 25' W / 2,500 SF 30' W / 3,000 SF 35' W / 3,500 SF 40' W / 4,000 SF 50' W / 5,000 SF SF semi-attached: 37' W / 3,700 SF Townhomes: 18' W / 1,800 SF Multifamily: 50' W / 5 acres Lot depth , all dwelling types: 100' *Setbacks , all dwelling types, <i>excluding Multifamily</i> : Front yard: 15' Side yard: 5' Rear Yard: 20' Corner Front Yard: 10' Multifamily (MF) setbacks: 15' (Front, Rear, Sides, & Corner Front) Max Bldg. Height , all dwelling types, <i>excluding Multifamily</i> : 40' Multifamily, Max Bldg. Height: 65' <u>Commercial:</u> 80' W / 8,000 SF Lot Depth: 100' Max Bldg. Height: 65' Setbacks: F – 30' S – 15' R – 20' Corner F – 20'
R-2	Current: County CFA Proposed: PD	SF detached: 160 lots/units SF semi-detached (duplex): 62 lots/units Townhomes: 62 lots/units Total for R-2 tract: 284 lots/units	
R-3	Current: City R-3 (high-density residential) Proposed: PD	SF detached: 40 lots Townhomes: 26 lots/units Total for R-3 tract: 66 lots/units	
R-4	Current: City R-1 (low/medium-density residential) Proposed: PD	SF detached: 45 lots Townhomes: 103 lots/units Total for R-4 tract: 148 lots/units	
R-5	Current: County CFA Proposed: PD	SF detached: 181 lots SF semi-attached (duplex): 12 lots/units Total for R-5 tract: 193 lots/units	
F-1	Current: County HC; CFA / City HI Proposed: PD	All uses allowed in HC ; All specific uses listed under Community Residential Care Facility (CRCF) , excluding Group Homes; All specific uses listed under Assembly in Use Tables of the UDO; Multifamily or Townhomes: 300 units max on F-1 & 8 units max on F-2	
F-2	Current: County HC Proposed: PD		
C-1	Current: County HC; CFA Proposed: PD	All uses allowed in HC ; All specific uses listed under CRCF <i>excluding</i> Group Homes; All specific uses listed under Assembly in the Use Tables of the UDO	
C-2	Current: County CFA Proposed: PD	All uses allowed in HC ; All uses allowed in LI	
	Total # of SF detached lots/units: 1,017 Total # of SF semi-attached (duplex) lots/units: 176 Total # of Townhome lots/units: 266 Total, all R tracts: <u>1,459</u> Total # of Multifamily /Townhome lots/units: 308 Total, all tracts (if multifamily is utilized on the flex tracts): 1,767 lots/units		

*Townhome setbacks shall be subject to a 15' perimeter setback on all sides if developed in common.

Traffic Impact Analysis (TIA) recommendations:

The traffic impact analysis (TIA) provided by the applicant was completed by Stantec Consulting Services, Inc. The recommendations provided in the TIA were in accordance with SCDOT and City of Conway guidelines. The report assumed that the project would be completed in 2 primary phases, Phase 1 and Phase 2, and the recommendations for each phase of the project were provided in the report.

The entire report can be provided, if requested; however, the executive summary and the summary of findings and recommendations have been included in your packet. Below is a table created by staff that describes the locations and details for the improvements.

Traffic Improvements Table

Location / Intersection	Description of Location	Improvement(s) Required per TIA	Phase
1	Hwy 378 & Juniper Bay Rd	Installation of eastbound left-turn lane along Hwy 378; *Installation of right-turn lane along Hwy 378	Phase 1 (2028)
	<i>NOTE:</i> Developer to install conduit for future signalization by SCDOT (when warranted)		
2	Hwy 378 & Airport Rd (Driveway #1)	*Installation of left-turn lanes on ALL approaches; Installation of westbound right-turn lane on Hwy 378; <i>Installation of signal when warranted</i>	Phase 1 (2028)
	<i>NOTES:</i> <ul style="list-style-type: none">• Question as to whether signalization could occur at this intersection <i>prior</i> to the widening of Hwy 378.• Airport Rd to be realigned as well		
3	Hwy 378 & Dirty Branch Rd (Driveway #2)	Installation of left-turn lanes on ALL approaches; Installation of westbound right-turn lane along Hwy 378; <i>Installation of signal when warranted.</i>	Phase 2 (2033)
	<i>NOTE:</i> Dirty Branch Rd to be realigned with Driveway #2		
4	Hwy 378 & new commercial driveway		
5	Hwy 378 & Jerry Barnhill Blvd		
6	Hwy 378 & Dayton Dr.	Installation of eastbound left-turn lane along Hwy 378; Installation of westbound right-turn lane along Hwy 378	Phase 2 (2033)
7	Juniper Bay Rd & Project (Driveway #3)	<i>Entrance into Tract R-1</i>	
8	Dunn Shortcut Rd & Leatherman Rd	<i>Entrance into tract R-5</i>	
9	Dunn Shortcut Rd & Project (Driveway #4)	Installation of a westbound left-turn lane along Dunn Shortcut Rd	Phase 2 (2033)
Other	Widening of Hwy 378	Extend the widening of Hwy 378 from where it ends to the west of the Hwy 378 & Dirty Branch Rd intersection; narrowing back to 2 lanes west of Dirty Branch Rd	Phase 2 (2033)

**Improvement recommended with or without the proposed development (per the TIA)*

Airport Environs Overlay Zone (Horry County Overlay)

The property is within the County's Airport Environs Overlay Zone. This overlay, per the County's Zoning Ordinance, exists to ensure current operations and future expansions of the County's publicly-owned and operated aviation facilities are not hindered by encroachment of structures or objects into required aircraft approach paths or airspace.

Pages from the County's zoning ordinance relating to the overlay zone has been included in your packet.

Additionally, *SC Code of Laws, Title 55, Ch. 13 – Protection of Airports and Airport Property*, states the following:

- Land use decisions by county and municipal governments and local agencies shall take into account the presence of airport land use zones and airport safety zones and consult with the division, when possible, prior to making land use decisions within airport land use zones and airport safety zones. If the division provides comments, within 30 days, the governmental body must respond substantively in writing to each comment, separately stated before the issuance of the permit or approval. If the division believes the proposed project may have a substantial impact on aviation safety, create an imminent or foreseeable hazard to aviation safety, or result in a nuisance or an incompatible land use, the division may seek relief, including enjoining the activity or abatement of the condition giving rise to the division's comments.

While the City does not currently have an airport overlay adopted for this area, because there is state law addressing the issue, state law will take precedence. Below is a link that will provide additional details about compatible land uses near airports; in this case, the Conway Airport on Hwy 378, which is under the purview of the Horry County Division of Airports.

South Carolina Compatible Land Use Evaluation (CLUE) Tool:

<https://scaeronautics.sc.gov/CLUE/TrialArea>

Zone	Name of Zone	Compatible Land Uses	Non-compatible Land Uses	Tributary Tracts Affected
A	Runway Protection Zone	Limited to airport-related & aeronautical uses only	Free of occupied structures and objects interfering w/ air navigation; limited use of roadways; agricultural (w/ no residences or wildlife attractions)	None
B1	Airport Inner Approach Zone	Most uses require additional review; very low-density residential; light manufacturing and commercial; small businesses; warehouses; roads; agriculture	High-density residential; tall structures; heavy manufacturing; dense commercial; waste management; wind farms; institutional uses; bird attractants	F-1; R-3; portion of R-2
B2	Airport Outer Approach Zone	Low-density residential; low and medium-density commercial and industrial; low-density medical and educational	High and ultra-high density uses; large apartment complexes; large big-box store power centers; regional malls; heavy manufacturing; hospitals; universities; indoor	R-4; R-5

			arenas; stadiums; casinos; amusement parks; large churches; bird attractions	
C	Transitional Zone	Most uses require additional review; very low-density residential; light manufacturing and commercial; small businesses; warehouses; roads; agriculture	High-density residential; tall structures; heavy manufacturing; dense commercial; waste management; wind farms; institutional uses; bird attractants	C-1; C-2
D	Airport Vicinity Zone	Most uses and densities are generally acceptable	Very tall structures; intense uses creating visual obstructions or very high concentrations of people; major bird attractions; wastewater treatment facilities	R-1; F-2
E	Airport Vicinity Zone	Most uses and densities are generally acceptable	Very tall structures; intense uses creating visual obstructions or very high concentrations of people; major bird attractions; wastewater treatment facilities	R-1

As of December 29, 2023, staff has not received any new information from the County Division of Airports regarding comments on the request other than acknowledgement of receiving the information from the Airport Director.

PLANNING COMMISSION MEETING – NOVEMBER 27, 2023:

The public hearing was held. Several people spoke in opposition to the request. Their concerns included traffic congestion, lack of infrastructure, stormwater & flooding, and density. PC deferred the requests (annexation/rezoning and development agreement) so that a workshop could be held with the applicants for additional discussion.

PLANNING COMMISSION WORKSHOP – DECEMBER 20, 2023:

Discussion from the workshop included the following:

- **Flex districts** (F-1; F-2 tracts) and multifamily use/density;
 - Applicant explained the reasoning behind the multifamily use on the F-1 and F-2 tracts (flex) and that the desired use was commercial, but in the event that the property is still vacant in the future – rather than it continue to sit vacant, that the use of multifamily be permitted if the market was suited for that use at such future time.
 - Discussion regarding limiting a portion of the F-1 tract to commercial only (portion with frontage on Hwy 378).
- **Stormwater concerns** – the need for a detailed stormwater management plan, as the general stormwater plan submitted was only for 10% of the project area;
- **Street (asphalt) width in development:** some of the streets are shown to be 22’ in width and should be a min. of 24’;
- **Requested modification from the residential design standards;** specifically, the request to allow snout houses (garages to protrude more than 10’ from front façade of house) for 50% of the lots;
 - PC may be amenable to allowing some of the lots to include “snout” houses, but at a much smaller percentage.

- **Land swap for the proposed roadway going through the city shop complex** and other options for a connection between tracts on Dayton Drive (R-3 and R-4) to the remainder of the development;
- **Connection from the R-5 tract** fronting on Dunn Shortcut Rd to the remainder of the development;
 - Applicant may install an open space connection (i.e. pedestrian / bicycle / golf cart) that some sort of interconnectivity is provided.
- **Connection (interconnectivity requirement) through the Macala Acres subdivision:** staff continues to support the connection. The applicant is not opposed to installing the connection. The residents of Macala Acres are opposed to the connection.
 - The connection would provide another means of travel for the residents of Macala Acres and the residents of the proposed development and keep some of the traffic off of Hwy 378.
 - All roads in Macala Acres are public roads – owned and maintained by the City of Conway. The same will be true of the roads within the proposed (Tributary PD) project.
- **Lot sizes/lot widths proposed throughout the development** – 20’ wide is too narrow. PC asked that the applicant submit something that shows what the development would look like with 20’ – 40’ lot widths, and that 50’ widths is as low as they would typically like to see;
 - PC asked if a schematic of a typical block in the proposed development could be provided showing the requested lot widths and style of homes proposed.
 - Applicant stated that the smallest single-family (detached) lot width shown on their site plan (submitted with PD) is 37’.
- **Landscape buffers / trail connection(s)** – applicant would like a reduction in the required buffer to a Type A (5’ width) buffer along the canal trail only;
 - Staff will need to ensure that the original perimeter buffer of 25’ is maintained. That is a requirement of the PD ordinance; however, staff is OK with the canal trail and Type A buffer being located within the canal trail if going to be retained/maintained by developer and/or HOA. This may need additional discussion.
 - When the 50’ buffer width was discussed, the applicant stated that a 50’ distance could be maintained, short of including boundaries that needed improved stormwater infrastructure (*i.e.* boundary closest to Juniper Bay Rd); however, a 25’ buffer was platted on the site plan. With the wetlands, trail, etc., most boundaries exceeded the 25’ buffer distance from adjacent properties.
- **Distance from the closest fire station** was discussed. Chief Le Hendrick stated that the 5-mile radius to maintain the city’s ISO rating would be maintained with the addition of a county fire station on El bethel Rd;
- **Fire training facility at City shop complex:** facility is located on the stormwater side of the proposed road going through the city’s shop complex. The facility was recently built, and there are no other locations for the facility to relocate to at this time.

Points to consider:

- The property is within the city's utility service area, and annexation will be required (for parcels not already in the city limits) to be requested before permits are applied for if a connection to city utilities are necessary. It does not have to be annexed as the applicant's desired zoning designation. The default zoning upon annexation is "R", which would not require PC review. Under the R designation (low-density residential), the applicants could utilize the conservation subdivision design when developing. Under a conservation subdivision design, the lot sizes would be required to be 6,000 sq. ft. vs. the 10,000 sq. ft. lot size requirement, and the min. lot width required would be 60' rather than the 100' lot width required under the R zoning.
- Both tracts off of Dayton Street (tracts R-3 and R-4) are already in the city limits. Tract R-4 (directly adjacent to Macala Acres subdivision) is currently zoned R-1 (low/medium density residential). Tract R-3 is zoned R-3 (high-density residential) and by right can be developed as high-density residential, including multifamily development under the current R-3 zoning.
- Timing of traffic improvements, enhancement fees, land swaps, conveyance of City park acreage etc. when considering the development agreement.
- Other large annexation / rezoning request(s) recently considered were asked to, and did provide a more detailed H&H study (or ICPR study) for stormwater calculations; however, it cannot legally be required if the properties are annexed under straight zoning of R (or R-1 zoning).
- Staff would prefer that the road issue be resolved prior to First Reading of the request. The applicants have recently discussed a second option with Public Works.
- A Planned Development (PD) district provides for large-scale, quality development projects with mixed land uses which create a superior environment through unified development and provides for the *application of design ingenuity while protecting surrounding developments*. PD districts should permit:
 - flexibility in design in order to take the greatest advantage of natural land, trees, historical, and other features;
 - accumulation of large areas of usable 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 home occupants greater choice in selecting types of environment and living units;
 - clustering on one residential type for better use of land and open space;
 - 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 the visual character of the city; and
 - efficient use of land which may result in reduction in development and maintenance costs of street and utility systems.

JANUARY 4, 2024 PLANNING COMMISSION MEETING:

Planning Commission recommended approval of the annexation and rezoning of the subject properties, with amendments, and for all outstanding staff comments to be addressed. These amendments are provided in the Modifications & PD revisions table below (in middle column “PC Recommendation”). Staff’s responses and recommendations are provided in the third column.

Modifications & PD Revisions Table

Proposed Modification/Revision:	PC Recommendation:	Staff Recommendations:
Landscape Buffers between commercial uses shall not be required	No changes	Staff recommends that buffers may not be required if commercial uses are developed within same parcel. Otherwise, a Type A (5’) buffer required.
PD external perimeter buffer adjacent to existing canal (Oakey Swamp) shall be reduced to a Type A buffer in with & plant quantity & will be contained within the canal trail parcel.	No changes	OK (this portion to be contained within acreage to be conveyed as city park acreage).
Minimum block length shall be 270-ft.	No changes	OK
Use District F-2 landscape buffers shall meet the Type A buffer requirements of the UDO on side and rear property lines	No changes	F-2 is a Flex Tract and is proposed to be developed as Highway Commercial OR residentially, to contain 8 townhome units. The property is currently zoned County HC. Staff recommends a 15’ perimeter setback (all sides) & Type B (15’ wide) side/rear landscape buffer.
Sidewalks and pathways shall not be required on the perimeter of the PD.	No changes	In some instances, staff would agree; however, given the length of time that may elapse between annexation & when the parcels are developed, staff recommends that the developers of the properties that require the installation of sidewalks / pathways request an exemption from Council at that time.
Tract R-5: shall be connected via a multipurpose path to Tract R-2.	No changes	OK. This was recommended by staff.
Streets within Tributary PD shall be designed and constructed per the Street Cross Section Exhibits	No changes	Local Streets: the right-of-way width is correct; however, the pavement width should be a min. of 24’ (w). The “Local Street Typical Section” exhibit needs to be updated to reflect this requirement.

Up to 350 units with garages facing the street on single-family detached and duplex (semi-attached) units shall be eligible to protrude more than 10' past the front façade but not more than 22' past the front façade. In such instances, garage faces shall have decorative design treatments to minimize their appearance.	PC recommends garages not protrude more than 15' from the front façade.	Staff recommends that the lots in which the modification occurs not be on a lot that is less than 52' in width, and not on a corner lot.
Flex Tract F-1	Portion between Hwy 378 & Rivercrest Drive (as shown on Master Site Plan) to exclude residential uses	OK. Staff also recommends that the PD narrative also be updated where applicable (i.e. Development Summary Table)
OTHER ITEMS IN PD NARRATIVE THAT MAY REQUIRE REVISIONS BEFORE ADOPTION OF PD:		
Lot widths of 30' for SF detached (limited to 20% of the total residential units).	PC recommended that if any SF detached lots are 30' in width, that in addition to the limitation of 20% max, that 40% of the SF detached lots be a min. of 52' in width.	The current site plan shows lot widths of 37', 42' and 52' for SF detached dwelling units. Staff recommends that NO SF detached lots be any less in width than what is shown on current site plan.
Tract R-4 & Macala Acres connection	PC recommended against requiring the interconnectivity between Macala Acres and Tract R-4.	Staff supports interconnectivity between Macala Acres and Tract R-4, given that there is area reserved for future access on the final plat for Macala Acres. The residents of Macala Acres support the recommendation of PC to not require the connection. They would also support a reduction (to low-density residential) in density in the event the connection is required. Staff recommends a reduction in density for Tract R-4; whether that is by removing it from the PD and leaving the parcel as currently zoned (R-1), or leaving in the PD but only permitted single-family detached residential with minimum lot widths of 52'.
Buffers adjacent to exterior properties containing existing residential dwellings.	PC requested during their workshop on Dec. 20 that they ensure keep a 50' buffer (or distance) between any	Staff supports PC's recommendation. While the perimeter buffer is specified at 25', a 50' separation will be maintained except in instances where stormwater

	lots in PD and exterior properties containing residential dwellings.	improvements are requested along boundaries.
Road connecting Tract R-3 to Tract R-2 (going thru City Shop Complex)		Alternate route needs to be reviewed and agreed upon
City Park Acreage (approx. 22 acres)		Time of conveyance and any improvements to be installed (if any) still need to be finalized with Council
Canal Trail along Oakey Swamp		Same as above
Enhancement Fees		Can be addressed in DA

STAFF RECOMMENDATION:

Staff recommends that Council consider deferring First Reading so that further discussions can be held with the applicants regarding all outstanding items that are included in this report.

Packet Inserts:

The applicants have also provided the following:

- Traffic Impact Analysis (TIA) (Exec. Summary and summary of recommendations);
- PD Narrative w/ exhibits (updated Jan. 2023);
- Master Plan (updated Jan. 2023);
- Development Agreement (*draft*)

ORDINANCE #ZA2024-02-05 (B)

AN ORDINANCE TO ANNEX APPROXIMATELY 486 +/- ACRES OF PROPERTY, LOCATED AT / NEAR THE CORNER OF HWY 378 & JUNIPER BAY RD, HWY 378 & AIRPORT RD, HWY 378 & DAYTON DR & ON DUNN SHORTCUT (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), HIGHWAY COMMERCIAL (HC); RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF40), THE CITY OF CONWAY HEAVY INDUSTRIAL (HI), LOW/MEDIUM-DENSITY RESIDENTIAL (R-1) & HIGH-DENSITY RESIDENTIAL (R-3) 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 486 +/- (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 486 +/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, Hwy 378 & Dayton Drive, and on 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), Highway Commercial (HC), Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI), Low/Medium-Density Residential (R-1), and High-Density Residential (R-3) 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

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

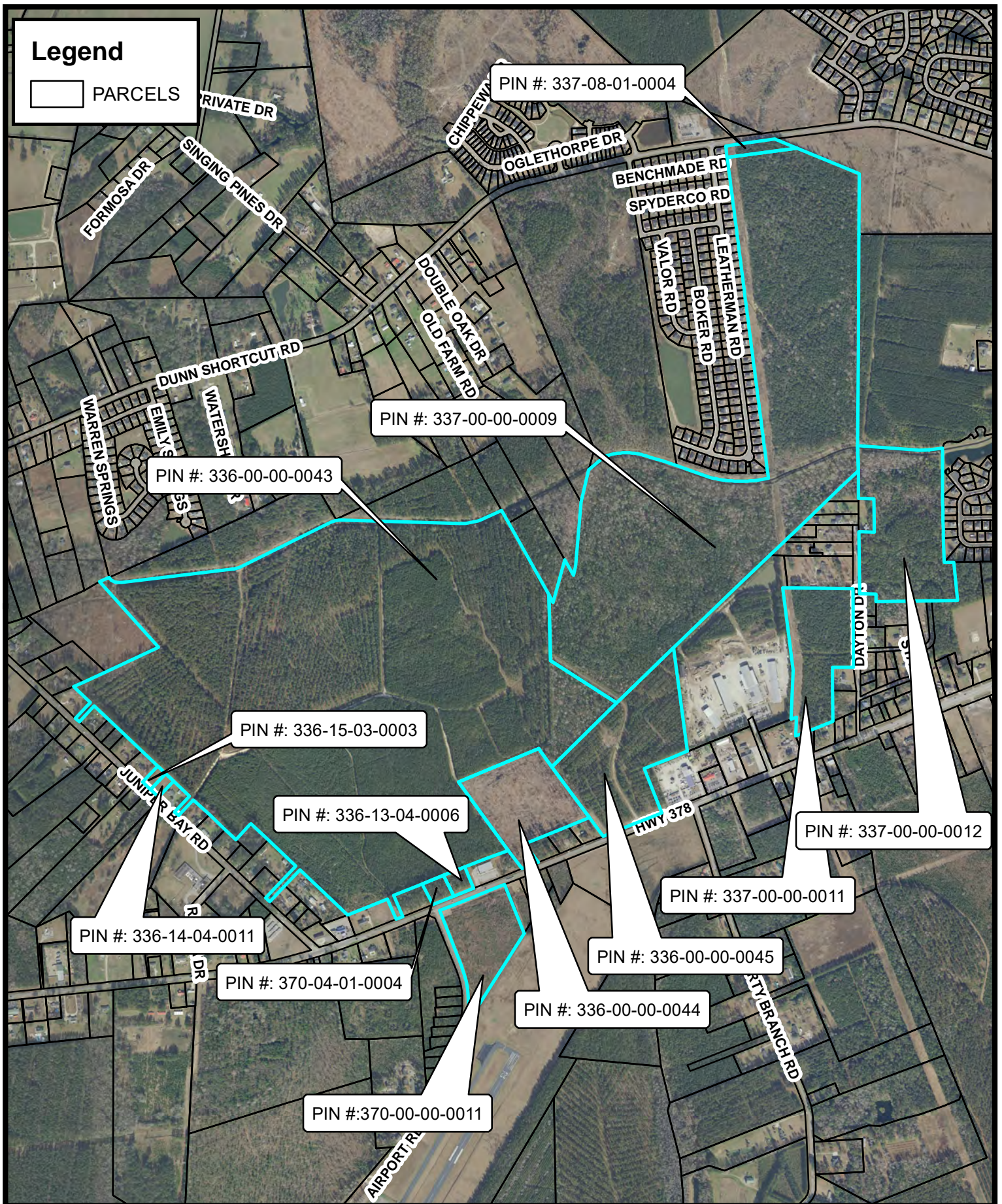
ATTEST: Alicia Shelley, City Clerk

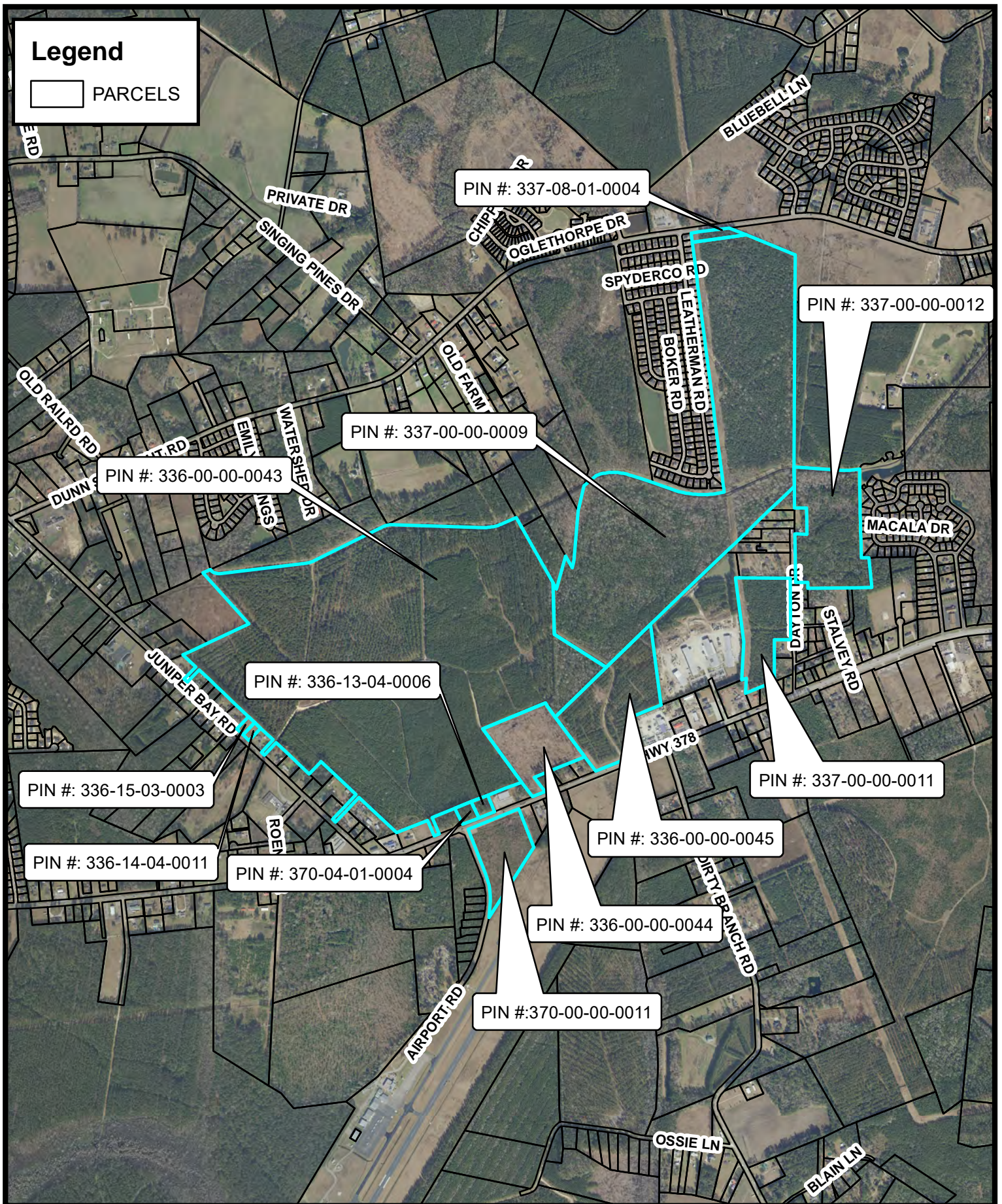
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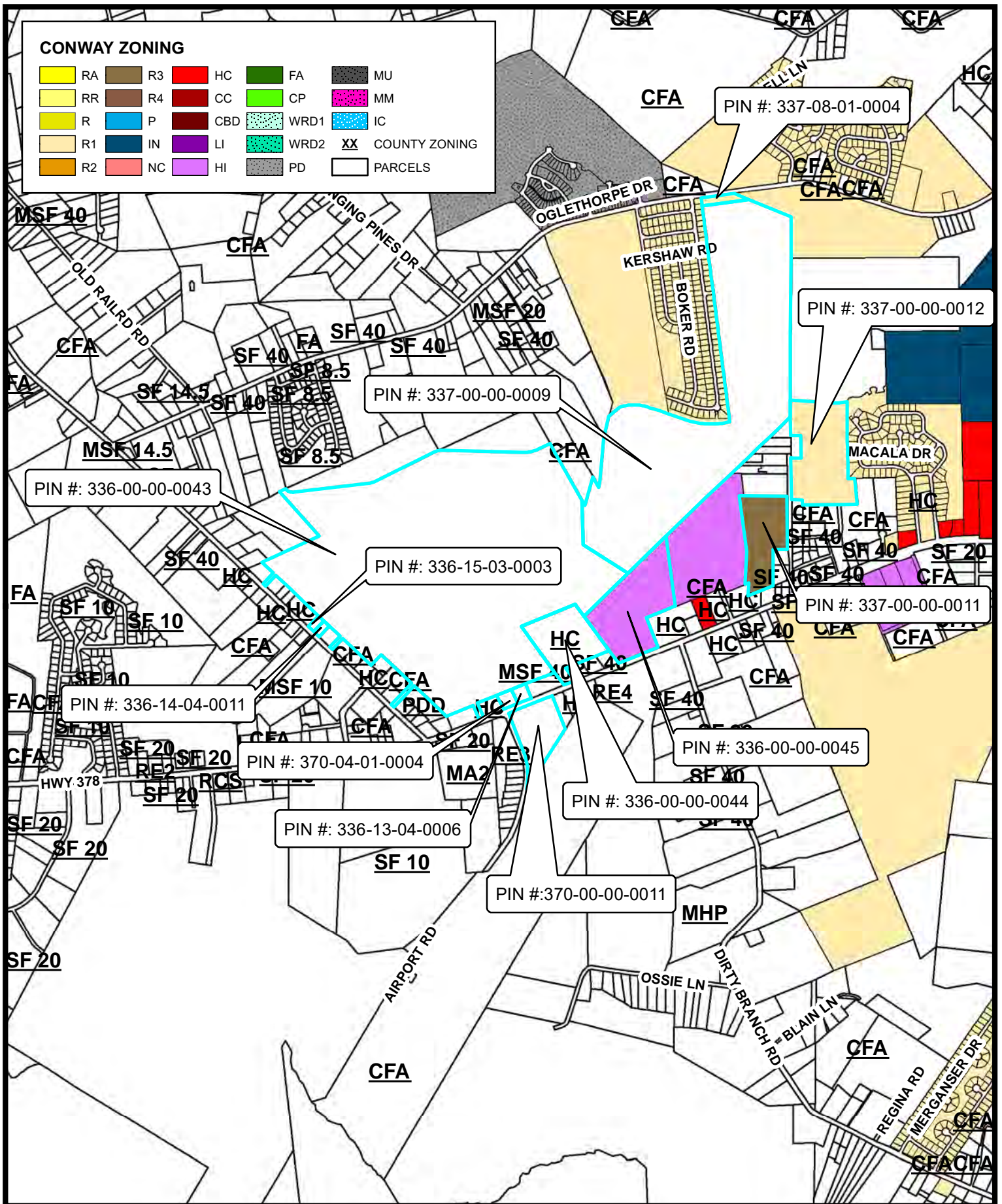
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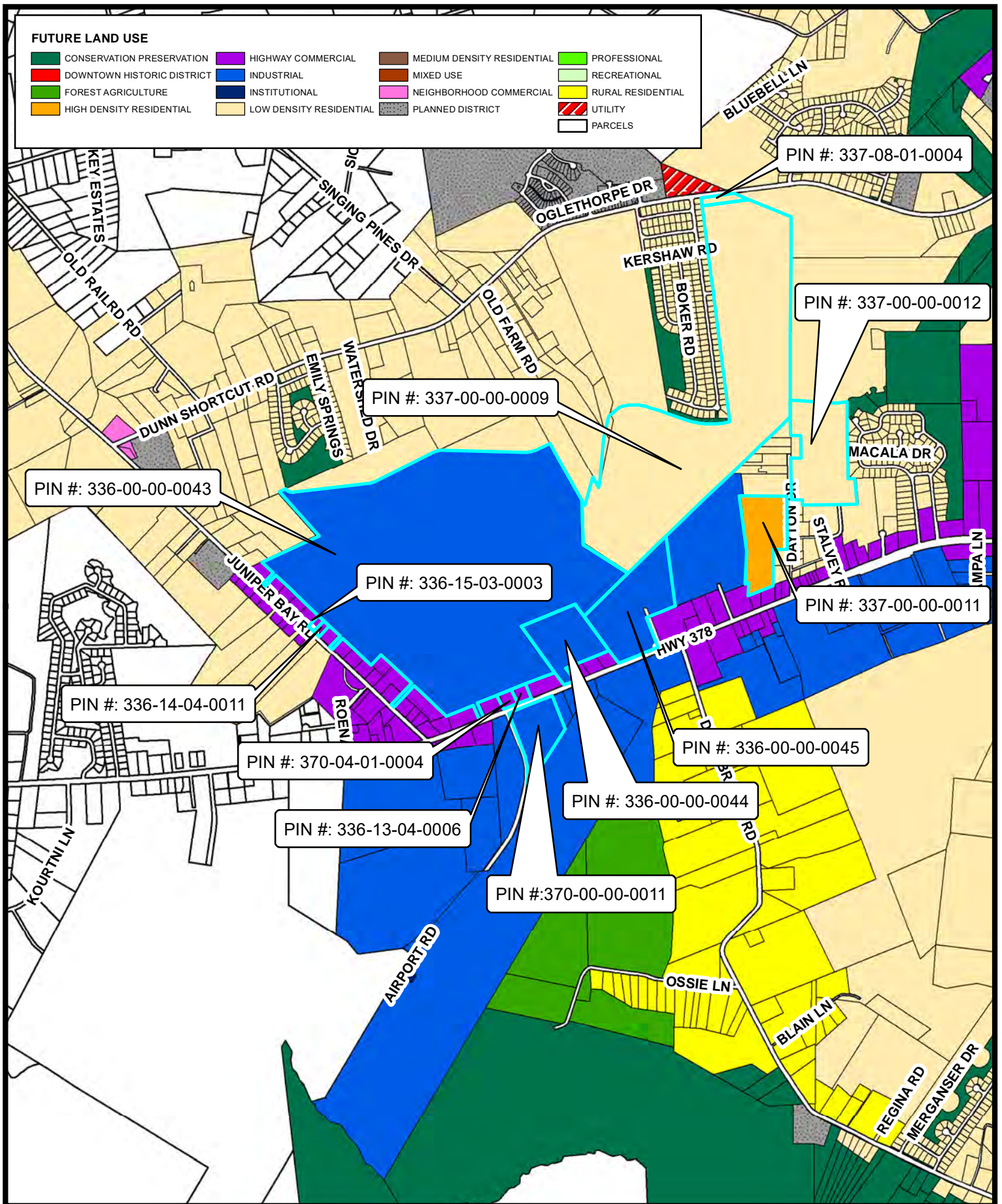
Tributary

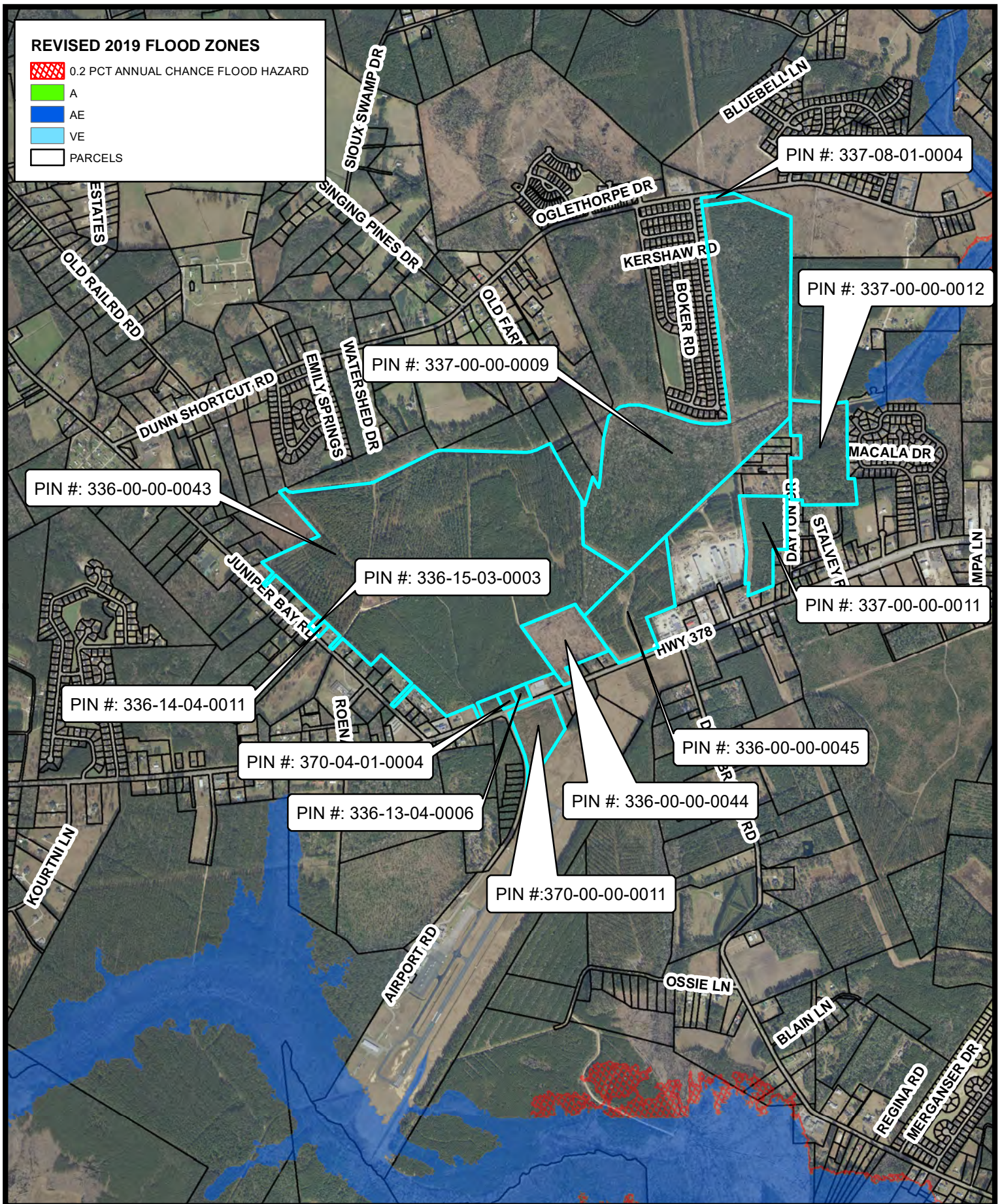
GIS MAPS











SECTION 1: PURPOSE AND INTENT STATEMENT

Tributary Planned Development is located in the City of Conway near the intersection of SC Highway 378 and Juniper Bay Road. The project is identified as 486.5 acres consisting of PINs 336-00-00-0043, 336-00-00-0044, 336-00-00-0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-00-00-0011, 337-00-00-0012, 337-08-01-0004, 370-00-00-0011 and 370-04-01-0004. The Planned Development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from S.C. Hwy. 378, Juniper Bay Road, Dunn Short Cut Road, Dayton Drive, and Stalvey Road. The community is near regional highways including US 501, S.C. Hwy. 701, and S.C. Hwy. 905. Open space is varied and provided throughout the development in the form of passive and active features, with a pronounced linear parkway on the north side parallel to and encompassing Oakey Swamp. Spatial and landscape buffer treatments around the perimeter and environmentally sensitive areas enhance and protect existing land uses, residents and the general public.

SECTION 2: DEVELOPMENT SUMMARY

Tributary PD shall be developed in five (5) residential phases, two (2) "flex" phases that allow residential and commercial uses, and two (2) commercial phases, together with amenity areas, stormwater ponds, park and open space areas, multi-purpose paths, roads and utilities. The Bubble Plan shall be binding on the Subject Parcels and any material amendment shall be in accordance with Article 6.4.2 of the Conway UDO.

A summary of each phase of development is set forth in the Tables included herein. Lot layouts and unit counts as shown on the Capacity Study are estimations for illustrative purposes and are meant to serve as a maximum capacity for the subject parcels to which they are assigned.

Uses listed and approved herein shall be used as designated to their correlating use district as shown on the conceptual PD Bubble Plan throughout the community. Any material increase in the overall unit count or gross density in Tributary shall be considered a Major Amendment to the PD, subject to approval by the Conway City Council. Transfer of units between districts shall be considered a Minor Amendment to the Tributary PD as long as total maximum is not exceeded and use districts shall be capped at 125% of the density as shown in the Development Summary Table.

DEVELOPMENT SUMMARY TABLE

Use District	Type	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	% of Project
Residential R-1	Single-Family Detached	591	244.9	215.6	29.2	3.1	3.6	50%
	Duplex Semi-Attached	102						
	Townhome	75						
	Residential R-1 Total	768						
Residential R-2	Single-Family Detached	160	80.8	73.2	7.6	3.5	3.9	17%
	Duplex Semi-Attached	62						
	Townhome	62						
	Residential R-2 Total	284						
Residential R-3	Single-Family Detached	40	14.7	14.7	0.0	4.5	4.5	3%
	Duplex Semi-Attached	0						
	Townhome	26						
	Residential R-3 Total	66						
Residential R-4	Single-Family Detached	45	32.0	30.7	1.3	4.6	4.8	7%
	Duplex Semi-Attached	0						
	Townhome	103						
	Residential R-4 Total	148						
Residential R-5	Single-Family Detached	181	67.3	66.0	1.3	2.9	2.9	14%
	Duplex Semi-Attached	12						
	Townhome	0						
	Residential R-5 Total	193						
Flex District F-1	Multi-family or Townhome	300	32.1	27.7	4.5	9.3	10.8	7%
Flex District F-2	Multi-family or Townhome	8	0.9	0.9	0.0	8.7	8.7	0%
Commercial C-1	Highway Commercial	N/A	2.7	2.7	0.0	N/A	N/A	1%
Commercial C-2	Highway Commercial	N/A	10.9	10.9	0.0	N/A	N/A	2%

SECTION 3: PERMITTED USES AND DIMENSIONAL REQUIREMENTS

Permitted Uses – Use districts shall be in accordance with the “Tributary Bubble Plan”

1. Permitted Residential Uses

- A. Single-Family Detached
- B. Duplex Semi-Attached
- C. Townhomes (in-common & fee-simple)

2. Permitted Flex District Uses

- A. All uses allowed in Highway Commercial (HC)
- B. Townhomes in-common & fee-simple (Except south of Rivercrest Drive)
- C. Multi-Family (Except south of Rivercrest Drive)
- D. All those specific uses listed under Community Residential Care Facility (CRCF) excluding Group Home
- E. All those specific uses listed under Assembly per the City of Conway UDO

3. Commercial District C-1 Uses

- A. All uses allowed in Highway Commercial (HC)

4. Commercial District C-2 Uses

- A. All uses allowed in Highway Commercial (HC) per the City of Conway UDO
- B. All uses allowed in Light Industrial (LI) per the City of Conway UDO

DIMENSIONAL STANDARDS TABLE

Use	Lot Area	Min. Lot Width	Min. Lot Depth	Setbacks				Height
				Front	Side	Rear	Side Corner	
Residential Districts								
30' SF Detached	3,000 sf	30'	100'	15'	5'	20'	10'	40'
37' SF Detached	3,500 sf	35'	100'	15'	5'	20'	10'	40'
42' SF Detached	4,000 sf	40'	100'	15'	5'	20'	10'	40'
52' SF Detached	5,000 sf	50'	100'	15'	5'	20'	10'	40'
Duplex Semi-Attached	3,700 sf	37'	100'	15'	0'/5'	20'	10'	40'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Flex Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Multi-family	5 acres	50'	100'	15'	15'	15'	15'	65'
Commercial Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Light Industrial Uses	15,000 sf	75'	200'	30'	20'	20'	25'	50'

1. SF = Single-Family

2. In-common townhome structures and multi-family buildings shall be subject to a 15' perimeter setback on all sides.

3. Duplexes and Townhomes shall have a 0' side setback where common walls are utilized.

4. Minimum separation between townhome structures shall be 20'.

5. Minimum separation between multi-family structures shall be 20'.

6. Commercial uses in the Flex and Commercial Districts may have 0' side-to-side minimums, when lot lines are internal to differing tenants within the same building.

7. Commercial uses in Flex District 1 may have 10' front setbacks on lots not fronting Hwy 378.

8. No more than 20% of total residential units may be built using the 30' SF Detached standard

SECTION 4: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

1. Complete Streets

- A. Streets within the Tributary Planned Development shall be designed and constructed per the attached and referenced cross sections below:
 - I. Collector Road with Median – Exhibit C1.1
 - II. Collector Road – Exhibit C1.2
 - III. Minor Collector Road – Exhibit C1.3
 - IV. Local Street – Exhibit C1.4

2. Offsite Road and Traffic Improvements

- A. Offsite road and traffic improvements associated with Tributary PD shall be installed per the SCDOT approved Traffic Impact Analysis dated October, 2023.

3. Blocks

- A. Blocks shall not exceed a length of 2,000 linear feet.

4. Cul-de-sacs

- A. Cul-de-sacs shall not exceed a length of 1,200 linear feet.
- B. The use of cul-de-sacs shall be at the discretion of the developer and approved by the Planning Director when there are no other reasonable alternatives.
- C. Cul-de-sacs shall not originate from a dead-end street.

5. Connection to Adjoining Property

- A. Streets classified as a Local Street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Tributary PD unless otherwise shown on the conceptual PD Bubble Plan approved with this Ordinance.

6. Project Ingress/Egress

- A. There are multiple points of external ingress/egress into Tributary PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median and a minimum three (3) lanes (one inbound and two outbound). In all instances the developer shall be responsible for constructing ingress/egress to the project in accordance with SCDOT approved TIA.

7. Open Space

- A. Open space is being provided within the Tributary Planned Development by way of a City Park, City Canal Trail, and neighborhood scale open space owned and maintained by the POA. Neighborhood scale open space (pocket parks, mini-parks, etc.) shall be exempt from the Suitability Requirements as defined in the City of Conway Unified Development Ordinance Section 10.3.9.
- B. Required open space is a derivative of the total number of lots (1,767) multiplied by Average Household size per the latest US Census (2.6) multiplied by .008 per the Conway UDO. Total required open space is as follows;

$$1,767 \times 2.6 \times .008 = 36.7 \text{ acres total open space}$$

Use District	Required Open Space	Provided Open Space	Upland Open Space	Wetland	Wetland Buffer	Ponds
Residential R-1	16.0 ac	78.6 ac	22.6 ac	24.8 ac	11.8 ac	19.3 ac
Residential R-2	5.9 ac	30.4 ac	14.9 ac	6.4 ac	1.3 ac	7.8 ac
Residential R-3	1.3 ac	5.1 ac	4.6 ac	0.0 ac	0.0 ac	0.5 ac
Residential R-4	3.1 ac	13.4 ac	9.6 ac	1.1 ac	1.3 ac	1.4 ac
Residential R-5	4.0 ac	24.5 ac	18.5 ac	1.1 ac	1.0 ac	3.9 ac
Flex District F-1	6.2 ac	6.2 ac	0.0 ac	3.8 ac	2.4 ac	0.0 ac
Flex District F-2	0.2 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac
City Park & Canal Trail	N/A	22.0 ac				

8. Landscape Buffers and Quantities

Landscape Areas	Landscaping Type	Minimum Width	Plant quantities per 100 lf of buffer		
			Canopy	Understory	Tall Shrub
PD External Perimeter	Type C	25'	3	5	25
Residential					
PD External Perimeter	Type C	25'	3	5	25
R-1 to C-1	Type B	15'	2	3	20
R-1 to F-1	Type B	15'	2	3	20
R-1 to F-2	Type B	15'	2	3	20
R-2 to F-1	Type B	15'	2	3	20
Flex/Commercial					
PD External Perimeter	Type C	25'	3	5	25
F-1 to Hwy 378	GCO	10'	2	2	18
C-1 to Hwy 378	GCO	10'	2	2	18
C-2 to Hwy 378	GCO	10'	2	2	18
F-1 to R-1	Type B	15'	2	3	20
F-1 to R-2	Type B	15'	2	3	20
F-2 to R-1	Type A	5'	N/A	2	18
C-1 to R-1	Type B	15'	2	3	20
Local streets	Street	8'	2	2	15
Parking Lots	Parking Lot	5'	1 per 12 spaces	N/A	25
Landscape Islands	9' x 19' Island	N/A	1	N/A	5

1. GCO = Gateway Corridor Overlay, Article 6.5.2 of the Conway UDO

2. Buffer width and plant quantities as shown for GCO are minimums required by the Overlay and subject to increase based on the actual size of adjacent parking lots per 6.5.2.J of the Conway UDO.

9. Tree Preservation

- A. A tree survey shall be provided for each Phase within the Tributary PD prior to approval of construction plans and a land disturbance permit for the associated phase. Tree surveys shall be in accordance with the City's Tree Preservation Ordinance in effect at the time of plan submittal.
- B. Any protected trees proposed for removal shall be approved for such by the City Arborist and permitted accordingly by the City prior to removal, in accordance with the Conway Tree Preservation Ordinance.

10. Signage

- A. Signage within Commercial Districts C-1 and C-2, and Flex District F-1 shall be subject to the Gateway Corridor Overlay and Sign Ordinance of the Conway UDO in effect at the time of plan submittal.

11. Parking

- A. All uses specified herein shall comply with the minimum off-street parking requirements in accordance with the Conway UDO. On-street parking shall be prohibited within the Tributary PD.

12. Utilities

- A. All new utility lines within Tributary PD shall be placed underground. Utility encroachment into the required buffers shall be as perpendicular as possible for tie-in to existing lines and services and shall not run parallel within the required buffer.

SECTION 5: DESIGN STANDARDS AND MODIFICATIONS:

The City of Conway's design standards shall be applicable to all of Tributary PD. Modifications to the Conway UDO are as follows:

1. Landscape buffers between Commercial uses shall not be required.
2. The PD external perimeter buffer adjacent to the existing canal (Oakey Swamp) shall be reduced to a Type A buffer in width and plant quantity and will be contained within the canal trail parcel.
3. Minimum block length shall be 270 linear feet.
4. Use District F-2 landscape buffers shall meet the Type A buffer requirements of the Conway UDO on the side and rear property lines.
5. Sidewalks and pathways shall not be required on the perimeter of the Tributary PD.
6. Use District R5 shall be connected via multi-purpose path to Districts R2.
7. Streets within Tributary PD shall be designed and constructed per the attached Street Cross Section Exhibits.

Up to 350 units with garages facing the street on single-family detached and duplex semi-attached units shall be eligible to protrude more than 10' past the front façade but no more than 22'. In such instances garage faces shall have decorative design treatments to minimize their appearance.

SECTION 6: OTHER STRUCTURES AND/OR USES:

Unless otherwise specified in this document, all uses and/or structures shall comply with the standards within the Conway UDO, as well as all other City Ordinances.

SECTION 7: STORMWATER

All stormwater for the entire project area shall be designed to meet or exceed the City of Conway Stormwater Ordinance in effect at the time of plan submittal.

SECTION 8: FLOOD DAMAGE PREVENTION ORDINANCE

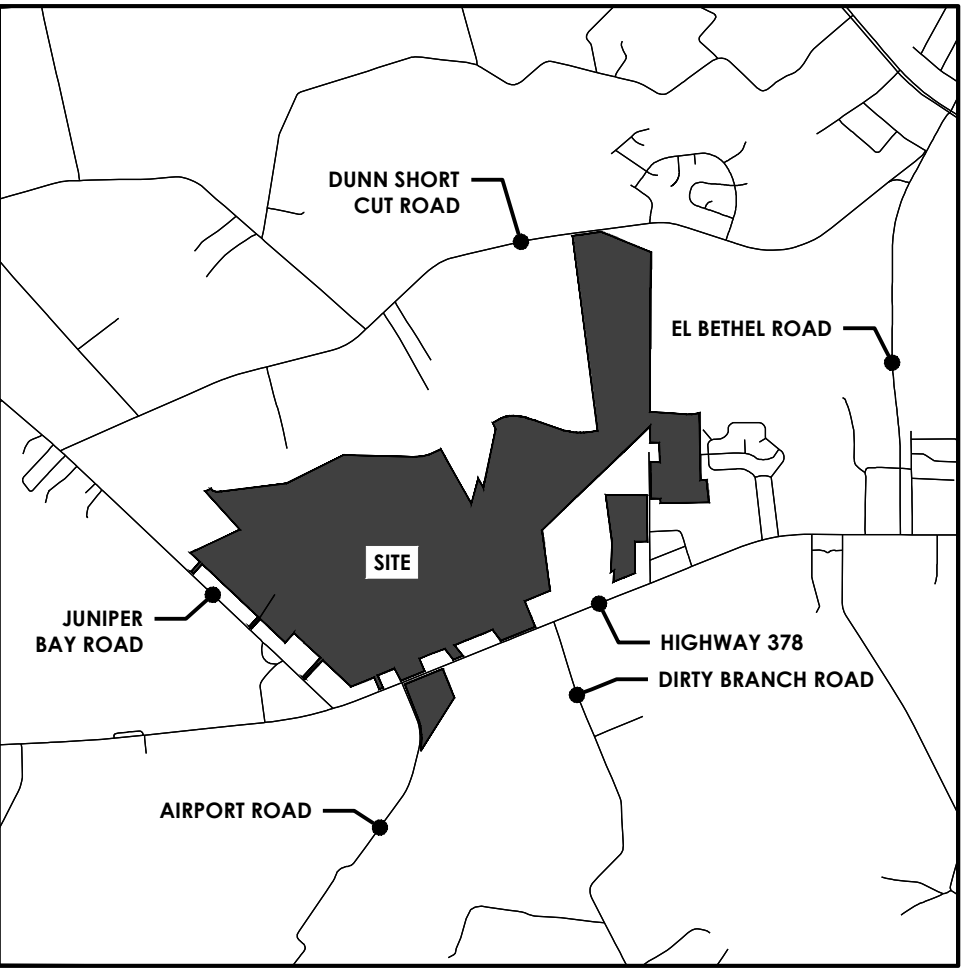
Tributary PD shall be and remain in compliance with the Conway Flood Damage Prevention Ordinance in effect at the time of plan submittal.

SECTION 9: MAINTENANCE AND CONTROL

Tributary PD shall be the subject of master covenants, conditions and restrictions (CCR's), which will apply to the community as a whole, as well as additional CCR's which may be applicable only to certain portions of the community.

Areas intended for dedication or fee-simple transfer to the City, including open space, parks, flood plain areas, jurisdictional and non-jurisdictional wetlands, and upland, and the appurtenances thereon, to be conveyed by Developer, its successors and assigns, 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 and received final inspection approval. 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 Tributary PD.

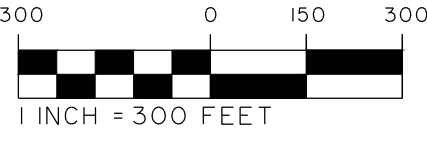




LOCATION MAP
1" = 3000'

LEGEND:

PRODUCT MIX	SYMBOL
■ 37' SINGLE FAMILY	●
■ 42' SINGLE FAMILY	●
■ 52' SINGLE FAMILY	●
■ DUPLEX	●
■ TOWNHOUSE	●



PREPARED FOR:

Capacity Study Tributary

Conway, South Carolina
January 3, 2024



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Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

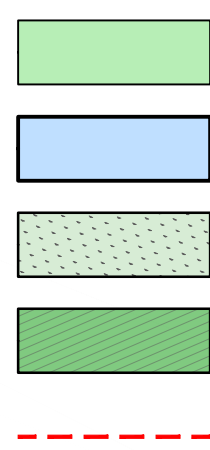
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2/3/2024 10:09:00 AM ENGINEERING\GALILEO\HUTTON\2024\0001 - TRIBUTARY CAPACITY STUDY.DWG - JON S. HUTTON - 8/28/24

2. LUTHERAN CHURCH OF THE SOUTH, 1000 LUTHERAN CHURCH OF THE SOUTH DRIVE, DAYTON, SC 29577 - 843.839.3545

LEGEND

- OPEN SPACE (± 84 ACRES)
- STORMWATER POND (± 59 ACRES)
- WETLANDS & WETLAND BUFFERS (± 56 ACRES)
- CITY PARK AND TRAIL DEDICATION (± 22 ACRES)
- 25' PD BUFFER (MINIMUM)



CITY PARK

NEIGHBORHOOD
AMENITY CENTER

TRIBUTARY
BOUNDARY

DUNN SHORT CUT ROAD

JUNIPER BAY ROAD

DAYTON DRIVE

HIGHWAY 378

NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY BE REVISED AT THE OWNERS
DISCRETION WITH REVIEW BY THE CITY OF CONWAY AND OTHER
REGULATORY AGENCIES. THIS PLAN DOES NOT BIND THE PROJECT TO THE
OPEN SPACE SHOWN. PROJECT SHALL MEET OPEN SPACE REQUIREMENTS
AS SET FORTH IN SECTION 4 OF THE TRIBUTARY PDD.



Open Space Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:



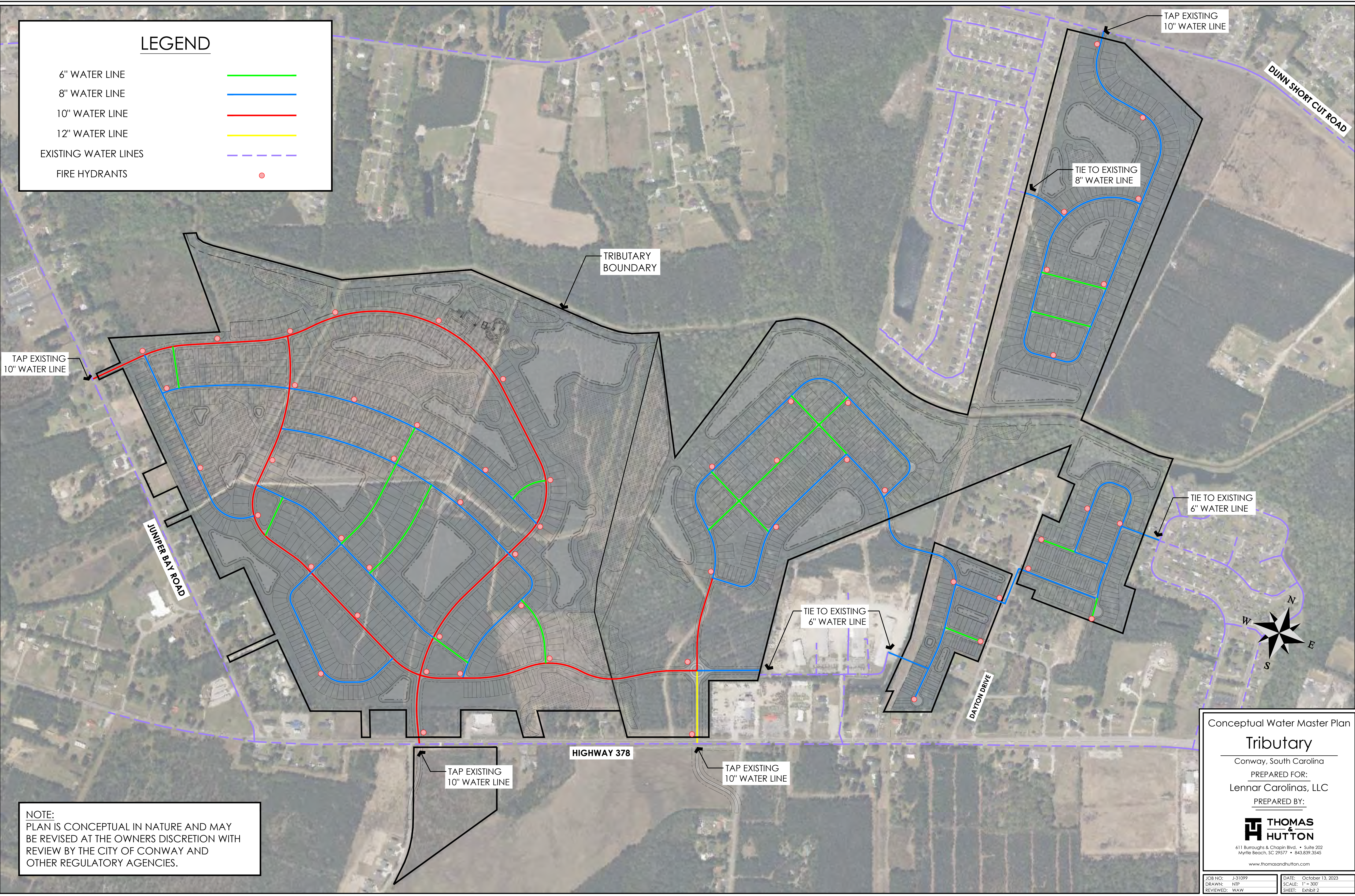
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JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 1

LEGEND

- 6" WATER LINE
- 8" WATER LINE
- 10" WATER LINE
- 12" WATER LINE
- EXISTING WATER LINES
- FIRE HYDRANTS



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

Conceptual Water Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:

THOMAS
&
HUTTON

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Myrtle Beach, SC 29577 • 843.839.3545

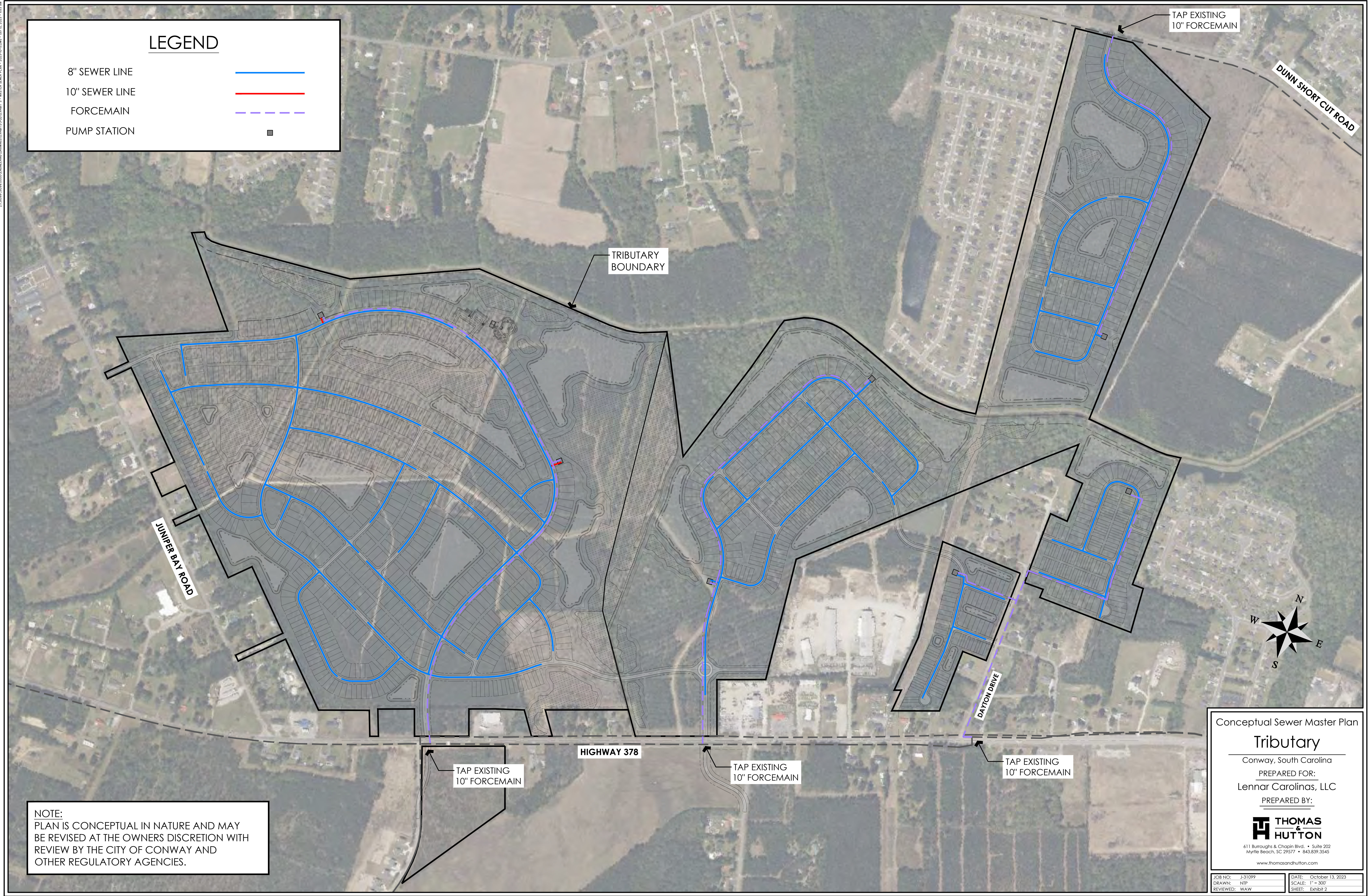
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JOB NO: J-31099
DRAWN: NTP
REVIEWED: WAW

DATE: October 13, 2023
SCALE: 1" = 300'
SHEET: Exhibit 2

LEGEND

- 8" SEWER LINE
- 10" SEWER LINE
- FORCEMAIN
- PUMP STATION



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

Conceptual Sewer Master Plan
Tributary
Conway, South Carolina
PREPARED FOR:
Lennar Carolinas, LLC
PREPARED BY:
THOMAS & HUTTON
611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 2

LEGEND

POND ROUTING
STORMWATER POND
WETLANDS



— TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

DAYTON DRIVE



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

Conceptual Stormwater
Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:
Lennar Carolinas, LLC

PREPARED BY:



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JOB NO:	J-31099
DRAWN:	NTP
REVIEWED:	WAW

DATE:	October 13, 2023
SCALE:	1" = 300'
SHEET:	Exhibit 4

LEGEND

- ENTRANCE ROAD (90' RIGHT OF WAY) ---
- COLLECTOR ROAD (70' RIGHT OF WAY) ---
- MINOR COLLECTOR ROAD (60' RIGHT OF WAY) ---
- LOCAL ROAD (50' RIGHT OF WAY) ---
- DAYTON DRIVE (VARIABLE WIDTH) ---
- CANAL TRAIL ---

TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

DUNN SHORT CUT ROAD

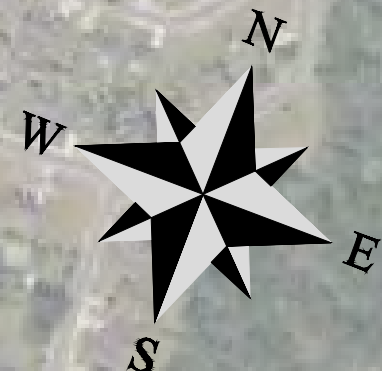
DAYTON DRIVE

HIGHWAY 378

AIRPORT ROAD
REALIGNMENT

DIRTY BRANCH
ROAD REALIGNMENT

NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.



Street Framework Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

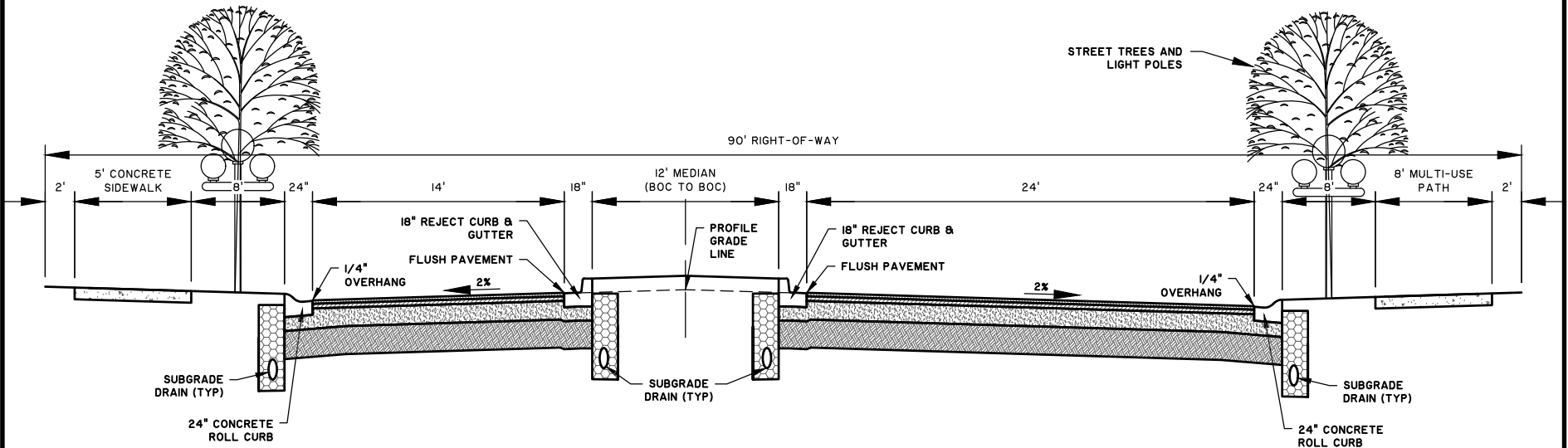
PREPARED BY:



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JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 5



COLLECTOR ROAD WITH MEDIAN (ENTRANCE) TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.1
COLLECTOR ROAD WITH MEDIAN (ENTRANCE) EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

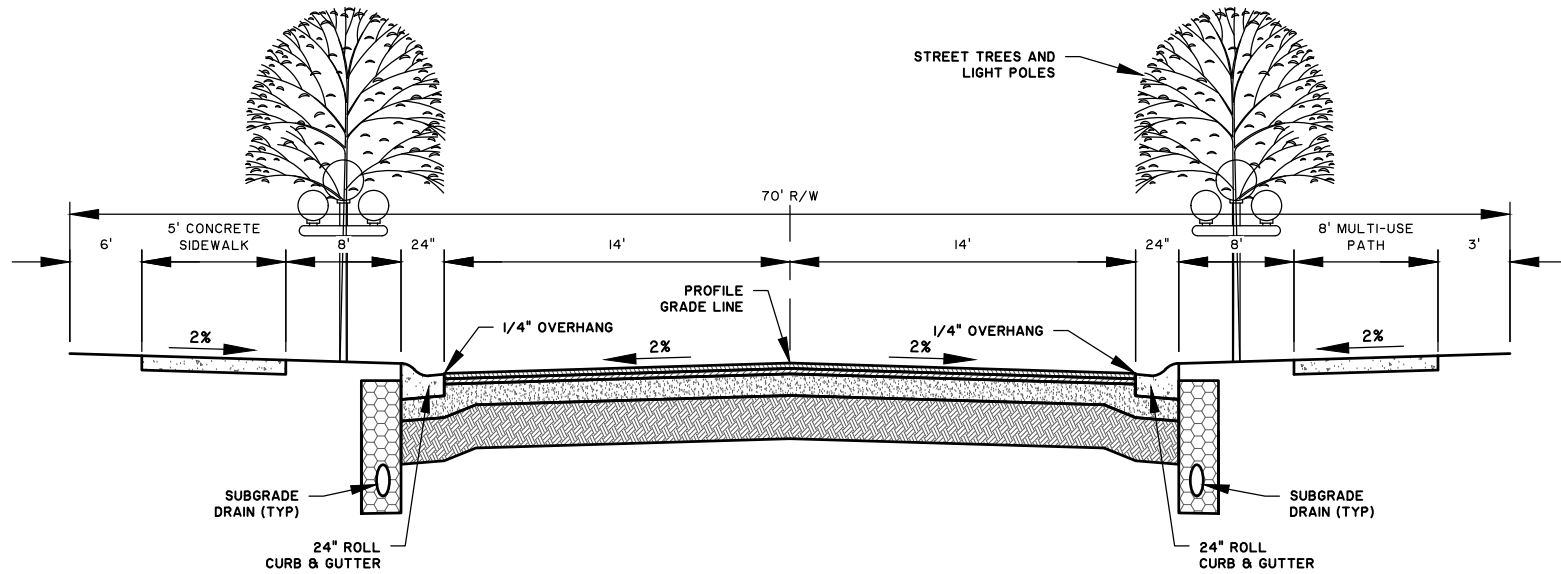
DRAWN BY: WPH
REVIEWED BY:

SHEET: 1 OF 6
SCALE: N/A



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COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.2
COLLECTOR ROAD EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

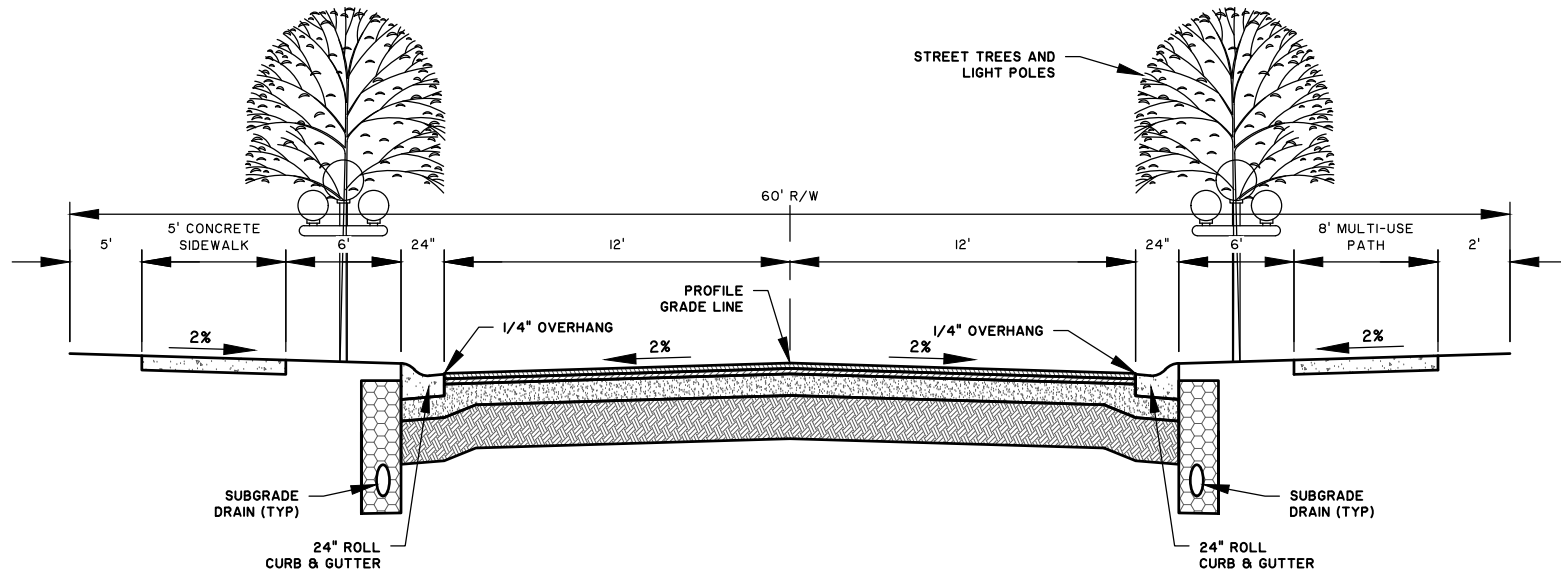
DRAWN BY: WPH
REVIEWED BY:

SHEET: 2 OF 6
SCALE: N/A



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MINOR COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.3
MINOR COLLECTOR ROAD EXHIBIT
CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

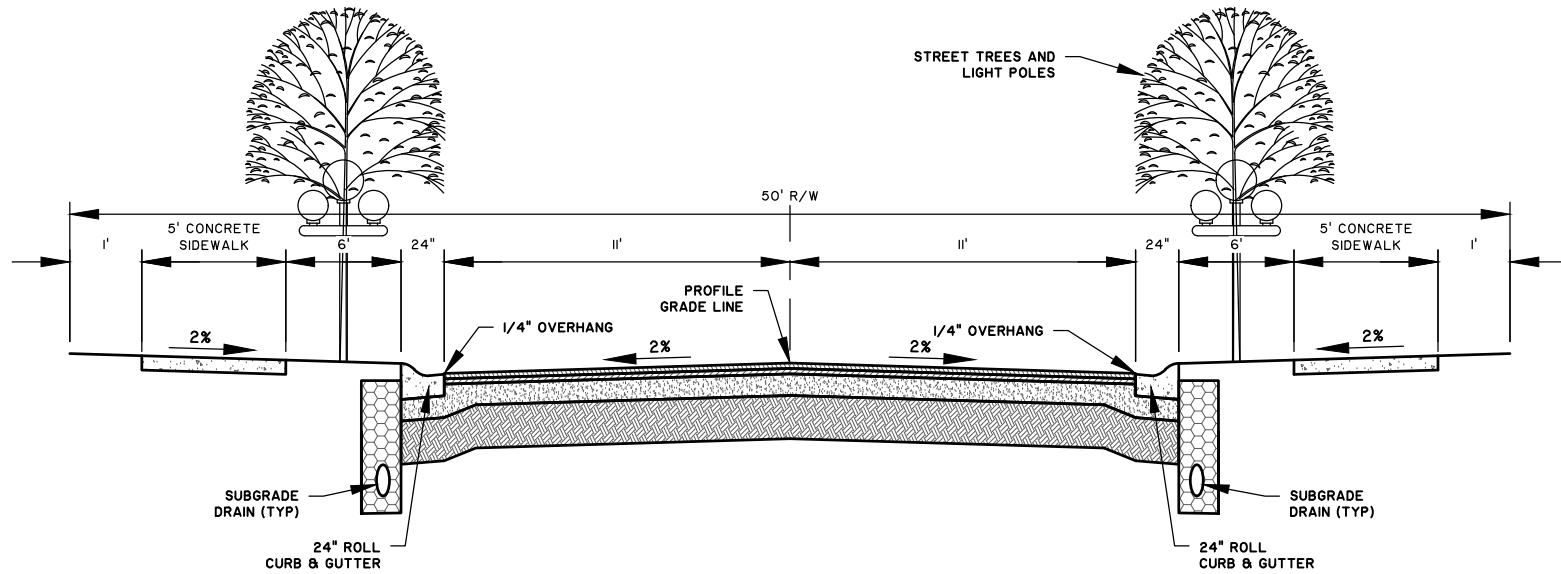
DRAWN BY: WPH
REVIEWED BY:

SHEET: 3 OF 6
SCALE: N/A



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LOCAL STREET TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.4
LOCAL STREET EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

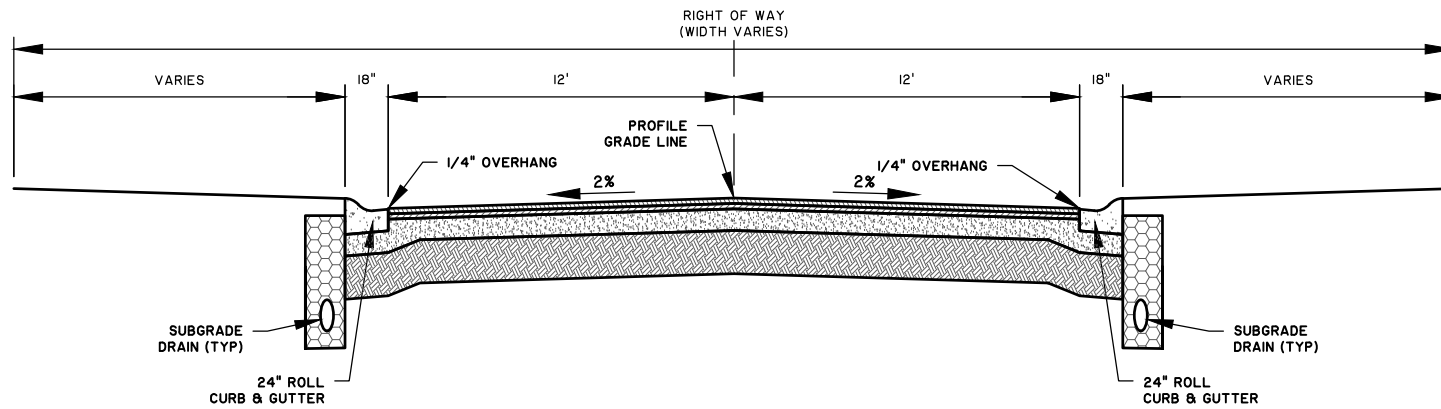
DRAWN BY: WPH
REVIEWED BY:

SHEET: 4 OF 6
SCALE: N/A



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DAYTON DRIVE TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

DAYTON DRIVE EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: 07.26.23

JOB NUMBER: J-31099

DRAWN BY: WPH

REVIEWED BY:

SHEET: 5 OF 6

SCALE: 1" = 1'



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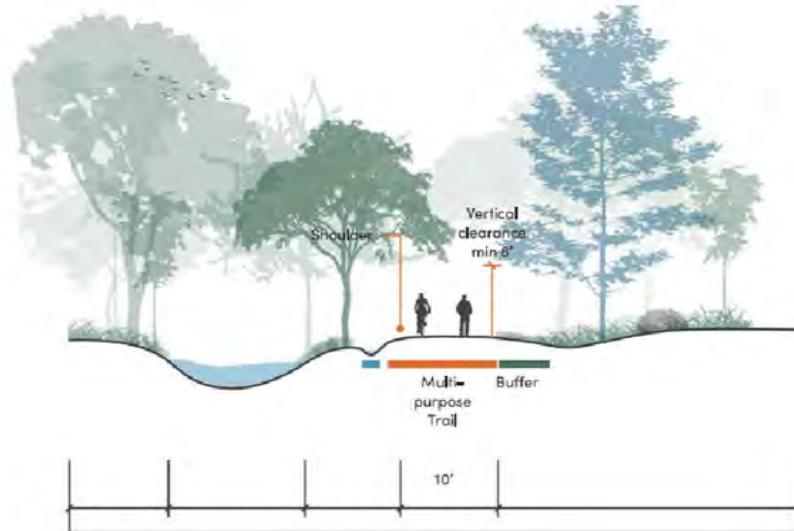


Table 11: Design Guidelines table

Users	Pedestrians and bicycle users
Contexts	Floodplains
Typical Tread Widths	10'
Materials	Natural soil surface, wood mulch, sand
Buffers and Clearance	Min 8' vertical clearance, railing or fence 54" tall when adjacent to a drop-off of 1' or greater / Resting places every 200' for slopes less than 8.33%, every 30' for slopes 8.33% to 10%, and every 10' for slopes greater than 10%

SWAMP, LEVEE OR CANAL TRAILS

NOT TO SCALE

TRIBUTARY

SWAMP, LEVEE OR CANAL TRAIL SECTION

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: AUGUST 2023

JOB NUMBER: J-31099

DRAWN BY: NTP

REVIEWED BY: WAW

SHEET: 6 OF 6

SCALE: 1" = 1'



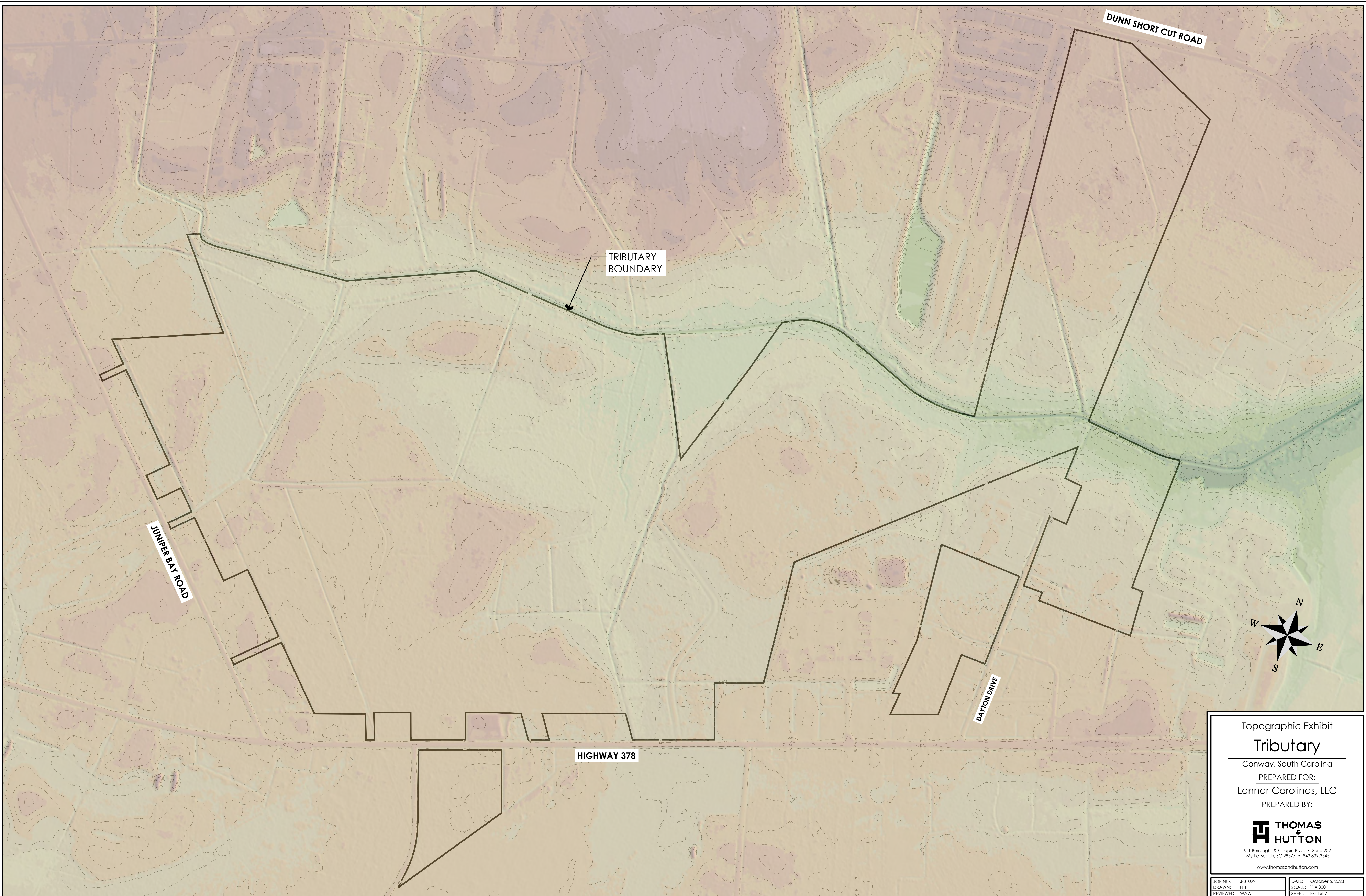
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Myrtle Beach, SC 29577 • 843.839.3545

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NOTE:

TRAIL SECTION PER "CITY OF CONWAY
PATHWAYS AND TRAILS PLAN" DATED
SEPTEMBER 2022.

2019/09/05 10:00 AM CONWAY, SOUTH CAROLINA - 2019/09/05 10:00 AM - 2019/09/05 10:00 AM - 2019/09/05 10:00 AM - 2019/09/05 10:00 AM - 2019/09/05 10:00 AM



Topographic Exhibit

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:

THOMAS & HUTTON

611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

JOB NO: J-31099	DATE: October 5, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 7

TRIBUTARY

PLANNED DEVELOPMENT DISTRICT

LENNAR CAROLINAS, LLC

HIGHWAY 378 LANDING HOLDINGS, LLC

JANUARY 4, 2024



REVISIONS

1. Planning & Zoning revisions dated 2023.10.27 received from Jessica Hucks and Brent Gerald
2. Added ARB items to Section 5 (Narrative)
3. Reduced buffer associated with Canal Trail only (Narrative)
4. Removed residential from allowed use in F-1 south of Rivercrest Drive (Narrative)
5. Removed 20', 25' and 35' residential lots (Narrative)
6. Limited 30' residential lots to no more than 20% of total (Narrative)
7. Add multi-purpose path connectivity between R-5 and R-2 (Narrative)
8. Add units with garage protrusion past front façade (Narrative)
9. Add color coding to lots (Capacity Study)

TABLE OF CONTENTS

SECTION 1

- NARRATIVE
- BUBBLE PLAN
- CAPACITY STUDY
- OPEN SPACE PLAN
- CONCEPTUAL WATER PLAN
- CONCEPTUAL SEWER PLAN
- CONCEPTUAL DRAINAGE PLAN
- STREET FRAMEWORK PLAN
- STREET SECTIONS
- TOPO EXHIBIT

SECTION 1: PURPOSE AND INTENT STATEMENT

Tributary Planned Development is located in the City of Conway near the intersection of SC Highway 378 and Juniper Bay Road. The project is identified as 486.5 acres consisting of PINs 336-00-00-0043, 336-00-00-0044, 336-00-00-0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-00-00-0011, 337-00-00-0012, 337-08-01-0004, 370-00-00-0011 and 370-04-01-0004. The Planned Development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from S.C. Hwy. 378, Juniper Bay Road, Dunn Short Cut Road, Dayton Drive, and Stalvey Road. The community is near regional highways including US 501, S.C. Hwy. 701, and S.C. Hwy. 905. Open space is varied and provided throughout the development in the form of passive and active features, with a pronounced linear parkway on the north side parallel to and encompassing Oakey Swamp. Spatial and landscape buffer treatments around the perimeter and environmentally sensitive areas enhance and protect existing land uses, residents and the general public.

SECTION 2: DEVELOPMENT SUMMARY

Tributary PD shall be developed in five (5) residential phases, two (2) "flex" phases that allow residential and commercial uses, and two (2) commercial phases, together with amenity areas, stormwater ponds, park and open space areas, multi-purpose paths, roads and utilities. The Bubble Plan shall be binding on the Subject Parcels and any material amendment shall be in accordance with Article 6.4.2 of the Conway UDO.

A summary of each phase of development is set forth in the Tables included herein. Lot layouts and unit counts as shown on the Capacity Study are estimations for illustrative purposes and are meant to serve as a maximum capacity for the subject parcels to which they are assigned.

Uses listed and approved herein shall be used as designated to their correlating use district as shown on the conceptual PD Bubble Plan throughout the community. Any material increase in the overall unit count or gross density in Tributary shall be considered a Major Amendment to the PD, subject to approval by the Conway City Council. Transfer of units between districts shall be considered a Minor Amendment to the Tributary PD as long as total maximum is not exceeded and use districts shall be capped at 125% of the density as shown in the Development Summary Table.

DEVELOPMENT SUMMARY TABLE

Use District	Type	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	% of Project
Residential R-1	Single-Family Detached	591	244.9	215.6	29.2	3.1	3.6	50%
	Duplex Semi-Attached	102						
	Townhome	75						
	Residential R-1 Total	768						
Residential R-2	Single-Family Detached	160	80.8	73.2	7.6	3.5	3.9	17%
	Duplex Semi-Attached	62						
	Townhome	62						
	Residential R-2 Total	284						
Residential R-3	Single-Family Detached	40	14.7	14.7	0.0	4.5	4.5	3%
	Duplex Semi-Attached	0						
	Townhome	26						
	Residential R-3 Total	66						
Residential R-4	Single-Family Detached	45	32.0	30.7	1.3	4.6	4.8	7%
	Duplex Semi-Attached	0						
	Townhome	103						
	Residential R-4 Total	148						
Residential R-5	Single-Family Detached	181	67.3	66.0	1.3	2.9	2.9	14%
	Duplex Semi-Attached	12						
	Townhome	0						
	Residential R-5 Total	193						
Flex District F-1	Multi-family or Townhome	300	32.1	27.7	4.5	9.3	10.8	7%
Flex District F-2	Multi-family or Townhome	8	0.9	0.9	0.0	8.7	8.7	0%
Commercial C-1	Highway Commercial	N/A	2.7	2.7	0.0	N/A	N/A	1%
Commercial C-2	Highway Commercial	N/A	10.9	10.9	0.0	N/A	N/A	2%

SECTION 3: PERMITTED USES AND DIMENSIONAL REQUIREMENTS

Permitted Uses – Use districts shall be in accordance with the “Tributary Bubble Plan”

1. Permitted Residential Uses

- A. Single-Family Detached
- B. Duplex Semi-Attached
- C. Townhomes (in-common & fee-simple)

2. Permitted Flex District Uses

- A. All uses allowed in Highway Commercial (HC)
- B. Townhomes in-common & fee-simple (Except south of Rivercrest Drive)
- C. Multi-Family (Except south of Rivercrest Drive)
- D. All those specific uses listed under Community Residential Care Facility (CRCF) excluding Group Home
- E. All those specific uses listed under Assembly per the City of Conway UDO

3. Commercial District C-1 Uses

- A. All uses allowed in Highway Commercial (HC)

4. Commercial District C-2 Uses

- A. All uses allowed in Highway Commercial (HC) per the City of Conway UDO
- B. All uses allowed in Light Industrial (LI) per the City of Conway UDO

DIMENSIONAL STANDARDS TABLE

Use	Lot Area	Min. Lot Width	Min. Lot Depth	Setbacks				Height
				Front	Side	Rear	Side Corner	
Residential Districts								
30' SF Detached	3,000 sf	30'	100'	15'	5'	20'	10'	40'
37' SF Detached	3,500 sf	35'	100'	15'	5'	20'	10'	40'
42' SF Detached	4,000 sf	40'	100'	15'	5'	20'	10'	40'
52' SF Detached	5,000 sf	50'	100'	15'	5'	20'	10'	40'
Duplex Semi-Attached	3,700 sf	37'	100'	15'	0'/5'	20'	10'	40'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Flex Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Multi-family	5 acres	50'	100'	15'	15'	15'	15'	65'
Commercial Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Light Industrial Uses	15,000 sf	75'	200'	30'	20'	20'	25'	50'

1. SF = Single-Family
2. In-common townhome structures and multi-family buildings shall be subject to a 15' perimeter setback on all sides.
3. Duplexes and Townhomes shall have a 0' side setback where common walls are utilized.
4. Minimum separation between townhome structures shall be 20'.
5. Minimum separation between multi-family structures shall be 20'.
6. Commercial uses in the Flex and Commercial Districts may have 0' side-to-side minimums, when lot lines are internal to differing tenants within the same building.
7. Commercial uses in Flex District 1 may have 10' front setbacks on lots not fronting Hwy 378.
8. No more than 20% of total residential units may be built using the 30' SF Detached standard

SECTION 4: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

1. Complete Streets

- A. Streets within the Tributary Planned Development shall be designed and constructed per the attached and referenced cross sections below:
 - I. Collector Road with Median – Exhibit C1.1
 - II. Collector Road – Exhibit C1.2
 - III. Minor Collector Road – Exhibit C1.3
 - IV. Local Street – Exhibit C1.4

2. Offsite Road and Traffic Improvements

- A. Offsite road and traffic improvements associated with Tributary PD shall be installed per the SCDOT approved Traffic Impact Analysis dated October, 2023.

3. Blocks

- A. Blocks shall not exceed a length of 2,000 linear feet.

4. Cul-de-sacs

- A. Cul-de-sacs shall not exceed a length of 1,200 linear feet.
- B. The use of cul-de-sacs shall be at the discretion of the developer and approved by the Planning Director when there are no other reasonable alternatives.
- C. Cul-de-sacs shall not originate from a dead-end street.

5. Connection to Adjoining Property

- A. Streets classified as a Local Street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Tributary PD unless otherwise shown on the conceptual PD Bubble Plan approved with this Ordinance.

6. Project Ingress/Egress

- A. There are multiple points of external ingress/egress into Tributary PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median and a minimum three (3) lanes (one inbound and two outbound). In all instances the developer shall be responsible for constructing ingress/egress to the project in accordance with SCDOT approved TIA.

7. Open Space

- A. Open space is being provided within the Tributary Planned Development by way of a City Park, City Canal Trail, and neighborhood scale open space owned and maintained by the POA. Neighborhood scale open space (pocket parks, mini-parks, etc.) shall be exempt from the Suitability Requirements as defined in the City of Conway Unified Development Ordinance Section 10.3.9.
- B. Required open space is a derivative of the total number of lots (1,767) multiplied by Average Household size per the latest US Census (2.6) multiplied by .008 per the Conway UDO. Total required open space is as follows;

$$1,767 \times 2.6 \times .008 = 36.7 \text{ acres total open space}$$

Use District	Required Open Space	Provided Open Space	Upland Open Space	Wetland	Wetland Buffer	Ponds
Residential R-1	16.0 ac	78.6 ac	22.6 ac	24.8 ac	11.8 ac	19.3 ac
Residential R-2	5.9 ac	30.4 ac	14.9 ac	6.4 ac	1.3 ac	7.8 ac
Residential R-3	1.3 ac	5.1 ac	4.6 ac	0.0 ac	0.0 ac	0.5 ac
Residential R-4	3.1 ac	13.4 ac	9.6 ac	1.1 ac	1.3 ac	1.4 ac
Residential R-5	4.0 ac	24.5 ac	18.5 ac	1.1 ac	1.0 ac	3.9 ac
Flex District F-1	6.2 ac	6.2 ac	0.0 ac	3.8 ac	2.4 ac	0.0 ac
Flex District F-2	0.2 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac
City Park & Canal Trail	N/A	22.0 ac				

8. Landscape Buffers and Quantities

Landscape Areas	Landscaping Type	Minimum Width	Plant quantities per 100 lf of buffer		
			Canopy	Understory	Tall Shrub
PD External Perimeter	Type C	25'	3	5	25
Residential					
PD External Perimeter	Type C	25'	3	5	25
R-1 to C-1	Type B	15'	2	3	20
R-1 to F-1	Type B	15'	2	3	20
R-1 to F-2	Type B	15'	2	3	20
R-2 to F-1	Type B	15'	2	3	20
Flex/Commercial					
PD External Perimeter	Type C	25'	3	5	25
F-1 to Hwy 378	GCO	10'	2	2	18
C-1 to Hwy 378	GCO	10'	2	2	18
C-2 to Hwy 378	GCO	10'	2	2	18
F-1 to R-1	Type B	15'	2	3	20
F-1 to R-2	Type B	15'	2	3	20
F-2 to R-1	Type A	5'	N/A	2	18
C-1 to R-1	Type B	15'	2	3	20
Local streets	Street	8'	2	2	15
Parking Lots	Parking Lot	5'	1 per 12 spaces	N/A	25
Landscape Islands	9' x 19' Island	N/A	1	N/A	5

1. GCO = Gateway Corridor Overlay, Article 6.5.2 of the Conway UDO

2. Buffer width and plant quantities as shown for GCO are minimums required by the Overlay and subject to increase based on the actual size of adjacent parking lots per 6.5.2.J of the Conway UDO.

9. Tree Preservation

- A. A tree survey shall be provided for each Phase within the Tributary PD prior to approval of construction plans and a land disturbance permit for the associated phase. Tree surveys shall be in accordance with the City's Tree Preservation Ordinance in effect at the time of plan submittal.
- B. Any protected trees proposed for removal shall be approved for such by the City Arborist and permitted accordingly by the City prior to removal, in accordance with the Conway Tree Preservation Ordinance.

10. Signage

- A. Signage within Commercial Districts C-1 and C-2, and Flex District F-1 shall be subject to the Gateway Corridor Overlay and Sign Ordinance of the Conway UDO in effect at the time of plan submittal.

11. Parking

- A. All uses specified herein shall comply with the minimum off-street parking requirements in accordance with the Conway UDO. On-street parking shall be prohibited within the Tributary PD.

12. Utilities

- A. All new utility lines within Tributary PD shall be placed underground. Utility encroachment into the required buffers shall be as perpendicular as possible for tie-in to existing lines and services and shall not run parallel within the required buffer.

SECTION 5: DESIGN STANDARDS AND MODIFICATIONS:

The City of Conway's design standards shall be applicable to all of Tributary PD. Modifications to the Conway UDO are as follows:

1. Landscape buffers between Commercial uses shall not be required.
2. The PD external perimeter buffer adjacent to the existing canal (Oakey Swamp) shall be reduced to a Type A buffer in width and plant quantity and will be contained within the canal trail parcel.
3. Minimum block length shall be 270 linear feet.
4. Use District F-2 landscape buffers shall meet the Type A buffer requirements of the Conway UDO on the side and rear property lines.
5. Sidewalks and pathways shall not be required on the perimeter of the Tributary PD.
6. Use District R5 shall be connected via multi-purpose path to Districts R2.
7. Streets within Tributary PD shall be designed and constructed per the attached Street Cross Section Exhibits.
8. Up to 350 units with garages facing the street on single-family detached and duplex semi-attached units shall be eligible to protrude more than 10' past the front façade but no more

than 22'. In such instances garage faces shall have decorative design treatments to minimize their appearance.

SECTION 6: OTHER STRUCTURES AND/OR USES:

Unless otherwise specified in this document, all uses and/or structures shall comply with the standards within the Conway UDO, as well as all other City Ordinances.

SECTION 7: STORMWATER

All stormwater for the entire project area shall be designed to meet or exceed the City of Conway Stormwater Ordinance in effect at the time of plan submittal.

SECTION 8: FLOOD DAMAGE PREVENTION ORDINANCE

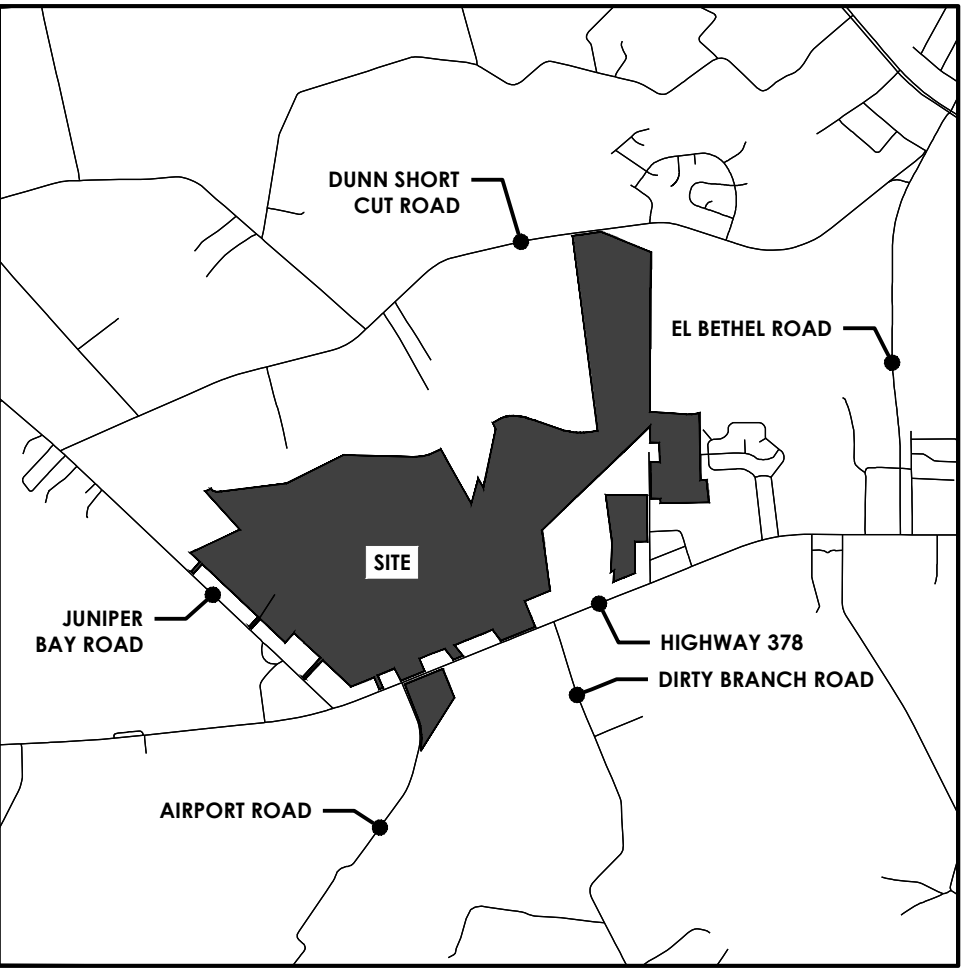
Tributary PD shall be and remain in compliance with the Conway Flood Damage Prevention Ordinance in effect at the time of plan submittal.

SECTION 9: MAINTENANCE AND CONTROL

Tributary PD shall be the subject of master covenants, conditions and restrictions (CCR's), which will apply to the community as a whole, as well as additional CCR's which may be applicable only to certain portions of the community.

Areas intended for dedication or fee-simple transfer to the City, including open space, parks, flood plain areas, jurisdictional and non-jurisdictional wetlands, and upland, and the appurtenances thereon, to be conveyed by Developer, its successors and assigns, 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 and received final inspection approval. 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 Tributary PD.





LOCATION MAP
1" = 3000'

LEGEND:

PRODUCT MIX	SYMBOL
■ 37' SINGLE FAMILY	●
■ 42' SINGLE FAMILY	●
■ 52' SINGLE FAMILY	●
■ DUPLEX	●
■ TOWNHOUSE	●

PREPARED FOR:

Capacity Study Tributary

Conway, South Carolina
January 3, 2024



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This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2023 THOMAS & HUTTON 148
2/20/2024 10:00:00 AM ENGINEERING\GALILEO\HUTTON\2024\0001 - TRIBUTARY CAPACITY STUDY.DWG - JES S. 2024 - 8/28/24

A:\31099\3099.0000\ENGINEERING\DRAWINGS\EXHIBITS\PDV\EXHIBIT 1 - OPEN SPACE PLAN - 2023-10-13.066 - Oct 13, 2023 - 11:35 AM

10

Page 10

CITY PARK

**NEIGHBORHOOD
AMENITY CENTER**

**TRIBUTARY
BOUNDARY**

DUNN SHORT CUT ROAD

JUNIPER BAY ROAD

DAYTON DRIVE

HIGHWAY 378

NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY BE REVISED AT THE OWNERS DISCRETION WITH REVIEW BY THE CITY OF CONWAY AND OTHER REGULATORY AGENCIES. THIS PLAN DOES NOT BIND THE PROJECT TO THE OPEN SPACE SHOWN. PROJECT SHALL MEET OPEN SPACE REQUIREMENTS AS SET FORTH IN SECTION 4 OF THE TRIBUTARY PDD.



Open Space Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC



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Myrtle Beach, SC 29577 • 843.839.3545

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JOB NO:	J-31099
DRAWN:	NTP
REVIEWED:	WAW

DATE:	October 13, 2023
SCALE:	1" = 300'
SHEET:	Exhibit 1

LEGEND

6" WATER LINE



8" WATER LINE



10" WATER LINE



12" WATER LINE

EXISTING WATER LINES



FIRE HYDRANTS



JUNIPER BAY ROAD

— TRIBUTARY
BOUNDARY

— TAP EXISTING
10" WATER LINE

DUNN SHORT CUT ROAD

— TIE TO EXISTING
8" WATER LINE

— TIE TO EXISTING
6" WATER LINE

TIE TO EXISTING
6" WATER LINE

DAYTON DRIVE

HIGHWAY 378

— TAP EXISTING
10" WATER LINE

TAP EXISTING
10" WATER LINE

NOTE:
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BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

Conceptual Water Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:



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JOB NO: J-31099

DRAWN:	NTP
REVIEWED:	WAW

REVIEWED. WAW

DATE: October 13, 2023

SCALE: 1" = 300'

14

LEGEND

- 8" SEWER LINE
10" SEWER LINE
FORCEMAIN
PUMP STATION

TAP EXISTING
10" FORCEMAIN

DUNN SHORT CUT ROAD

TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

DAYTON DRIVE

HIGHWAY 378

TAP EXISTING
10" FORCEMAIN

TAP EXISTING
10" FORCEMAIN

TAP EXISTING
10" FORCEMAIN

NOTE:
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OTHER REGULATORY AGENCIES.



Conceptual Sewer Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:




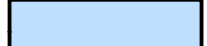

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JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 2

2: CONWAY TOWN BOARD CONSIDERATION OF CONCEPTUAL STORMWATER MASTER PLAN - WETLANDS DRAINAGE PLAN - 10/13/2023 - 10/13/2023 - 10/13/2023

LEGEND

- POND ROUTING 
- STORMWATER POND 
- WETLANDS 

TRIBUTARY
BOUNDARY

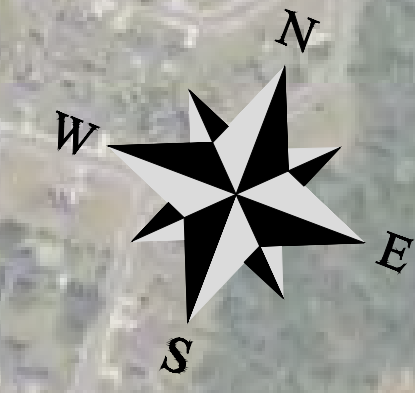
JUNIPER BAY ROAD

HIGHWAY 378

DAYTON DRIVE

DUNN SHORT CUT ROAD







NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.



Conceptual Stormwater
Master Plan
Tributary
Conway, South Carolina
PREPARED FOR:
Lennar Carolinas, LLC
PREPARED BY:
THOMAS & HUTTON
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Myrtle Beach, SC 29577 • 843.839.3545
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JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 4

LEGEND

- ENTRANCE ROAD (90' RIGHT OF WAY) 
- COLLECTOR ROAD (70' RIGHT OF WAY) 
- MINOR COLLECTOR ROAD (60' RIGHT OF WAY) 
- LOCAL ROAD (50' RIGHT OF WAY) 
- DAYTON DRIVE (VARIABLE WIDTH) 
- CANAL TRAIL 

TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

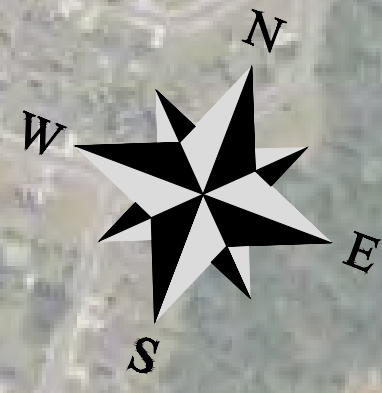
DUNN SHORT CUT ROAD

DAYTON DRIVE

HIGHWAY 378

AIRPORT ROAD
REALIGNMENT

DIRTY BRANCH
ROAD REALIGNMENT



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

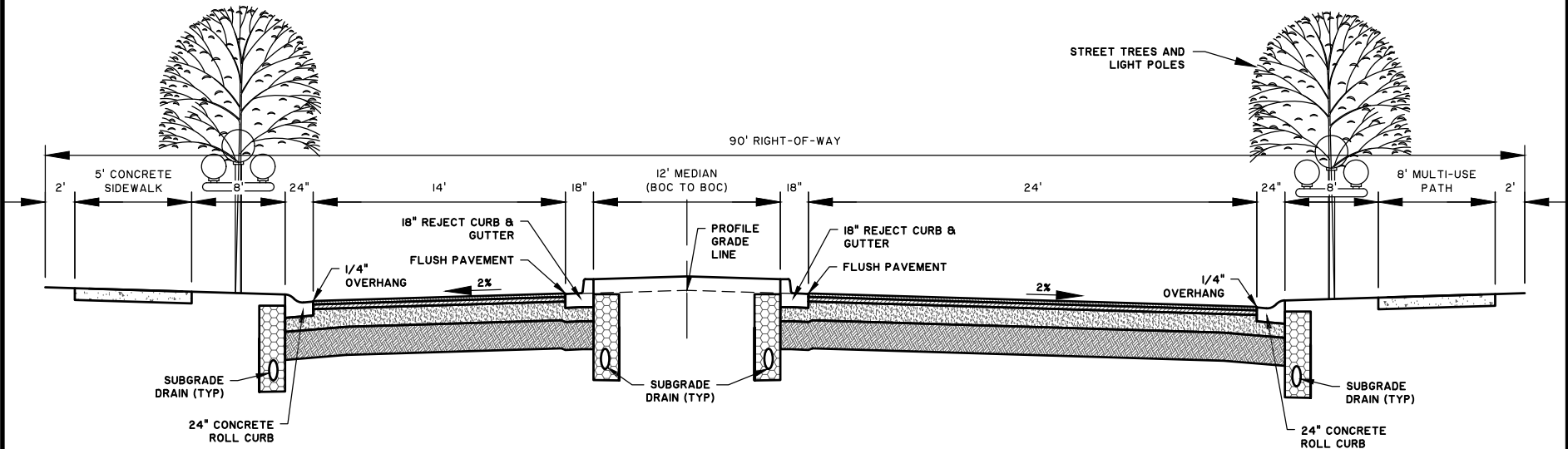
Street Framework Plan
Tributary
Conway, South Carolina
PREPARED FOR:
Lennar Carolinas, LLC
PREPARED BY:



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JOB NO: J-31099	DATE: October 13, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 5



COLLECTOR ROAD WITH MEDIAN (ENTRANCE) TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.1
COLLECTOR ROAD WITH MEDIAN (ENTRANCE) EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

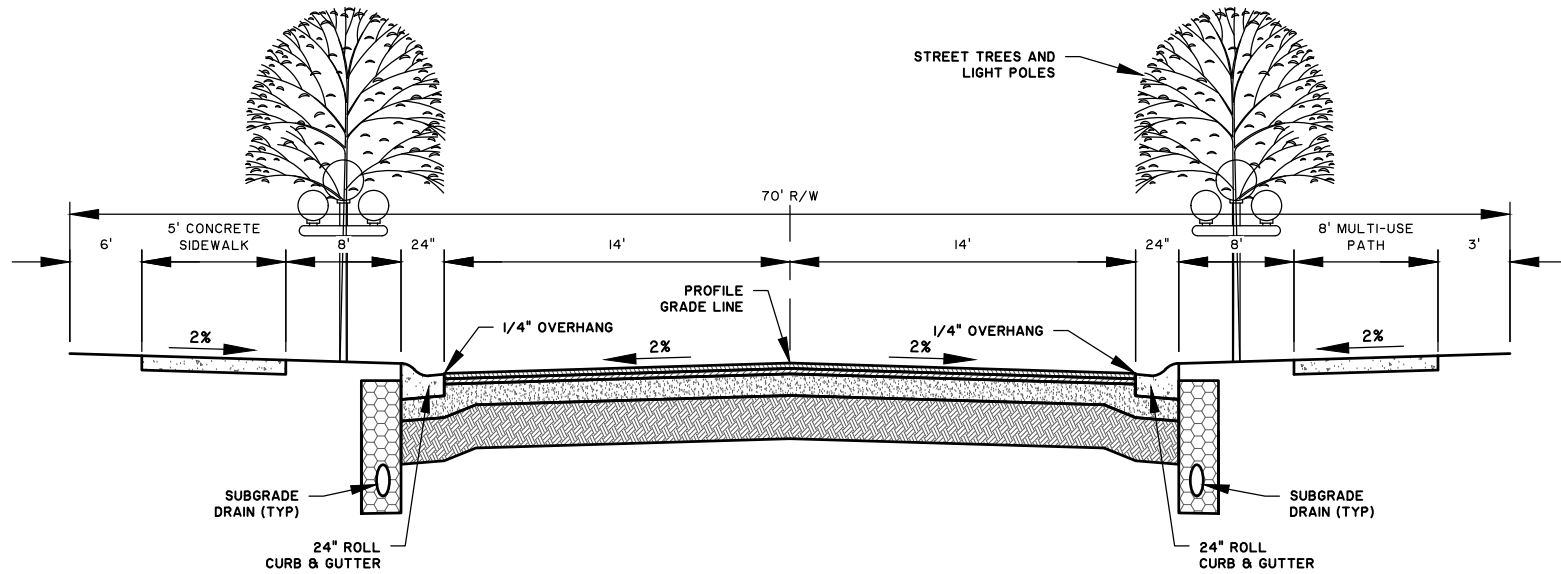
DRAWN BY: WPH
REVIEWED BY:

SHEET: 1 OF 6
SCALE: N/A



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COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.2
COLLECTOR ROAD EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

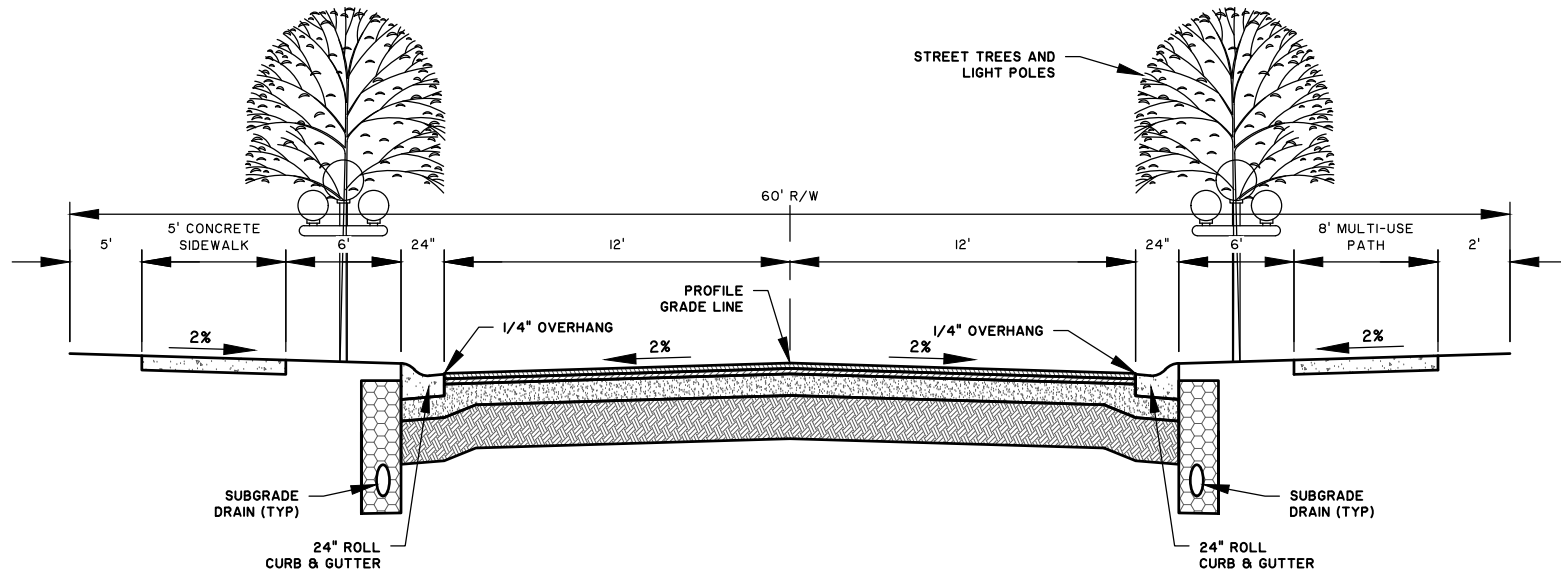
DRAWN BY: WPH
REVIEWED BY:

SHEET: 2 OF 6
SCALE: N/A



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MINOR COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.3
MINOR COLLECTOR ROAD EXHIBIT
CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

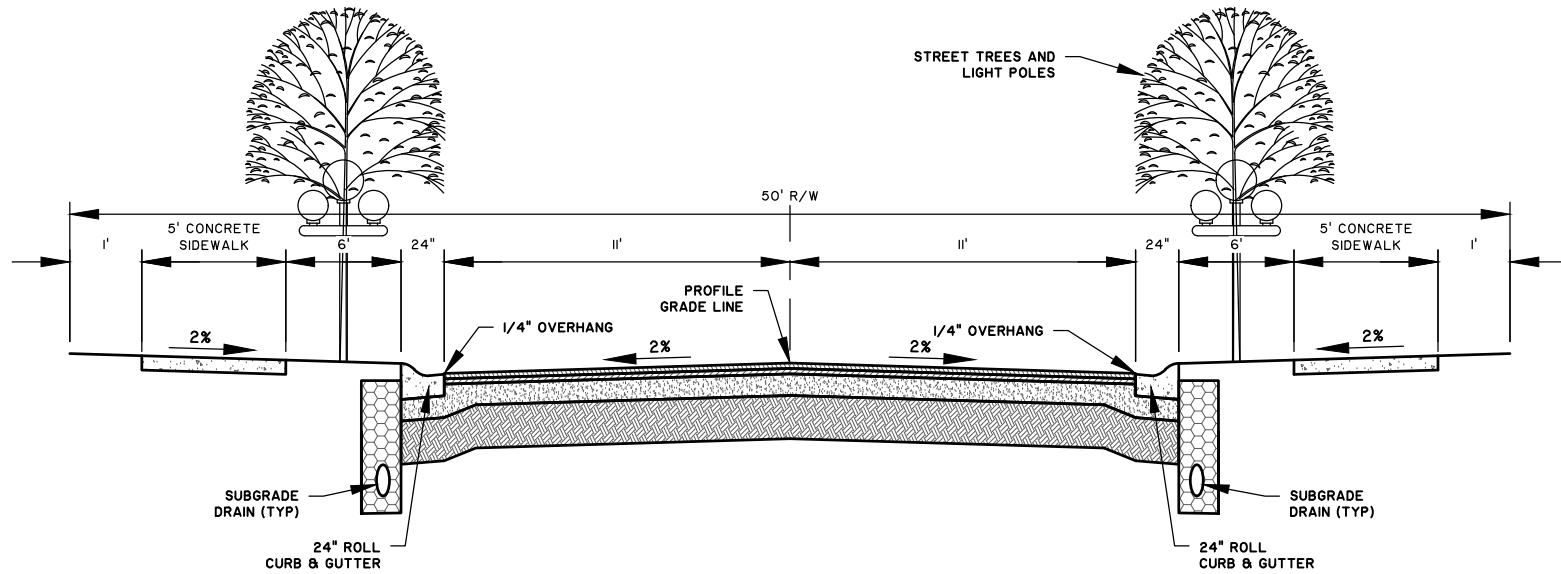
DRAWN BY: WPH
REVIEWED BY:

SHEET: 3 OF 6
SCALE: N/A



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LOCAL STREET TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.4
LOCAL STREET EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

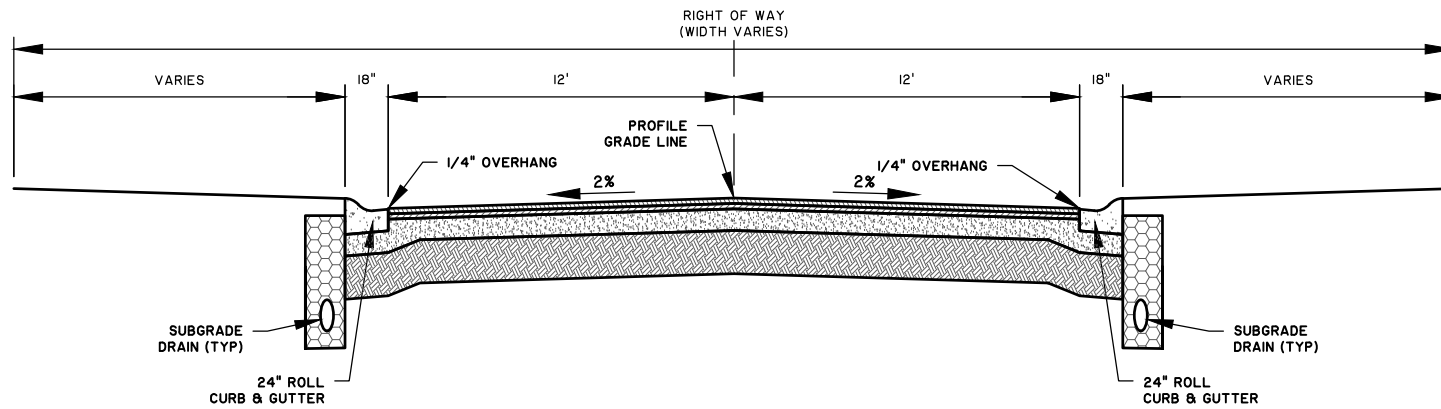
DRAWN BY: WPH
REVIEWED BY:

SHEET: 4 OF 6
SCALE: N/A



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DAYTON DRIVE TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

DAYTON DRIVE EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: 07.26.23

JOB NUMBER: J-31099

DRAWN BY: WPH

REVIEWED BY:

SHEET: 5 OF 6

SCALE: 1" = 1'



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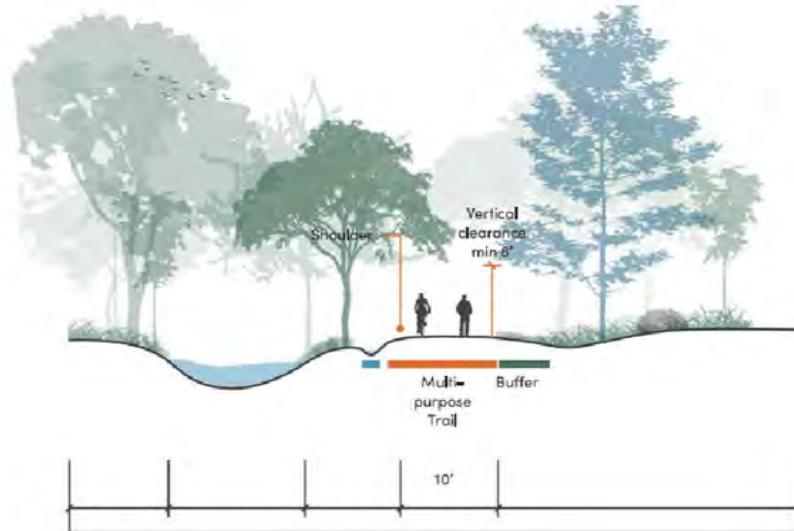


Table 11: Design Guidelines table

Users	Pedestrians and bicycle users
Contexts	Floodplains
Typical Tread Widths	10'
Materials	Natural soil surface, wood mulch, sand
Buffers and Clearance	Min 8' vertical clearance, railing or fence 54" tall when adjacent to a drop-off of 1' or greater / Resting places every 200' for slopes less than 8.33%, every 30' for slopes 8.33% to 10%, and every 10' for slopes greater than 10%

SWAMP, LEVEE OR CANAL TRAILS

NOT TO SCALE

TRIBUTARY

SWAMP, LEVEE OR CANAL TRAIL SECTION

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: AUGUST 2023

JOB NUMBER: J-31099

DRAWN BY: NTP

REVIEWED BY: WAW

SHEET: 6 OF 6

SCALE: 1" = 1'

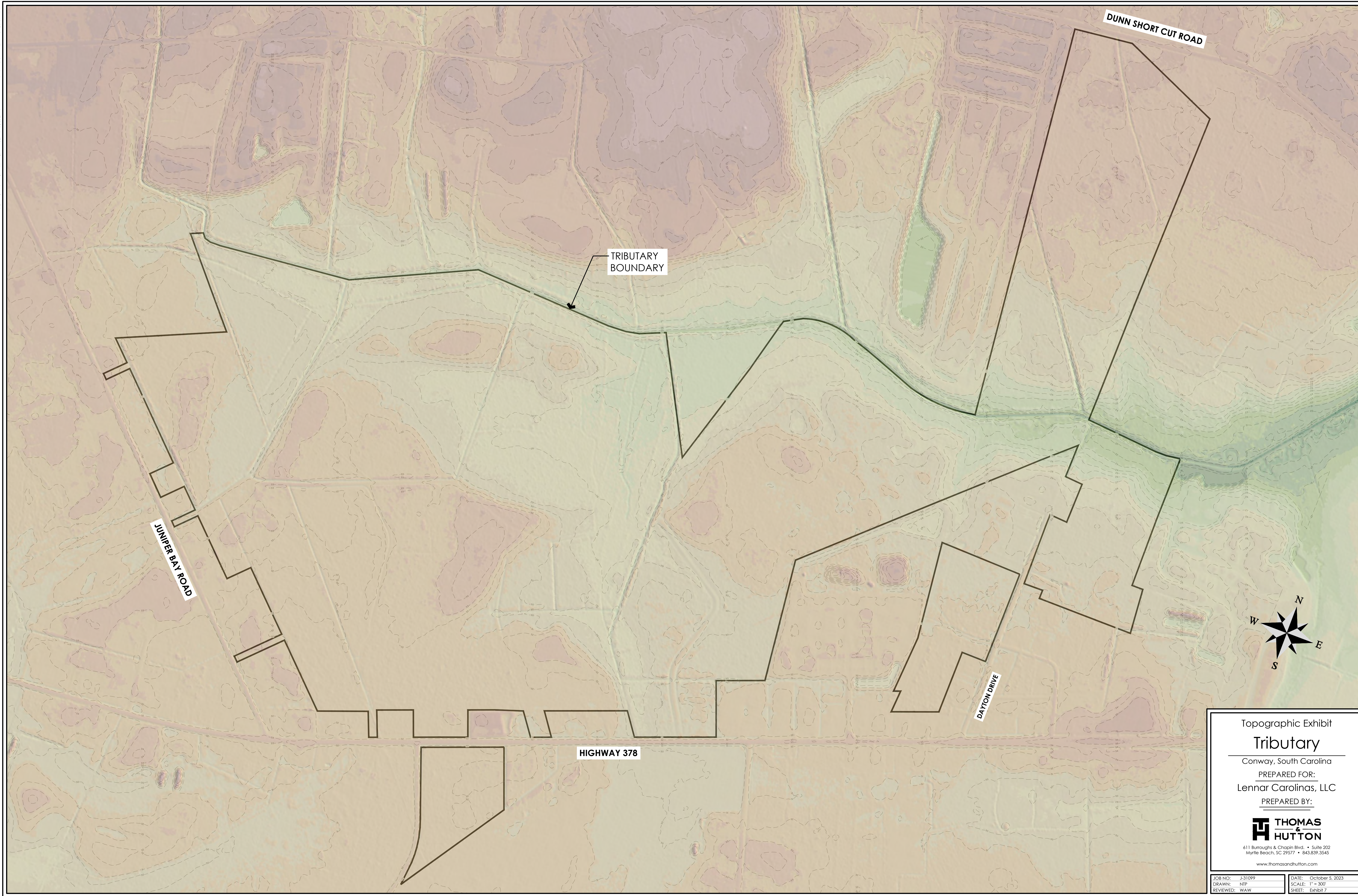


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NOTE:

TRAIL SECTION PER "CITY OF CONWAY
PATHWAYS AND TRAILS PLAN" DATED
SEPTEMBER 2022.



Topographic Exhibit

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:



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Myrtle Beach, SC 29577 • 843.839.3545

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JOB NO: J-31099	DATE: October 5, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 7

DATE: JANUARY 16, 2024
ITEM: X.B.

ISSUE:

First Reading of Ordinance #ZA2024-02-05 (C), 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, which will require a public hearing. That public hearing on the proposed amendment to the Comp Plan was advertised for the February 19th Council mtg. which will occur after final reading of the proposed annexation and rezoning request.

SPLIT ZONING OF PARCELS AMENDMENT

A 2023 amendment to the UDO regarding the split-zoning of parcels carves out an exception to prohibiting split-zoning, which gives Council the ability to zone the portion of property containing environmentally-sensitive areas (*i.e.* flood zones, floodways, wetlands, *etc.*) (Section 6.1.14 – Split Zoning of Parcels) as Conservation Preservation (CP) upon annexation to ensure perpetual protection of the floodway / flood zones on the property.

PLANNING COMMISSION:

Planning Commission held the public hearing on the request at their January 4th mtg. The applicant was present and explained the request, as well as discuss the proposed location of the facility, which was currently proposed to be located within the AE flood zone portion of the property; although plans were not finalized as to the exact location at this time. There was no public input on the request. Planning Commission recommended that the property be annexed and split-zoned HC and CP on the portions identified as the AE Flood Zone or a Floodway.

STAFF RECOMMENDATION:

Staff agrees with PC's recommendation to **annex the property and rezone the property as Highway Commercial (HC) and to zone the portions of property containing the AE flood zone and a floodway as Conservation Preservation (CP).**

ATTACHMENTS:

Application;

GIS Maps

ORDINANCE #ZA2024-02-05 (C)

AN ORDINANCE TO ANNEX APPROXIMATELY 8.96 ACRES OF PROPERTY LOCATED AT / NEAR THE INTERSECTION OF HIGHWAY 501 AND MILL POND RD (PIN 338-10-01-0015), 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 8.96 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 8.96 acres of property located at/near the intersection of Highway 501 and Mill Pond Rd (PIN 338-10-01-0015), 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

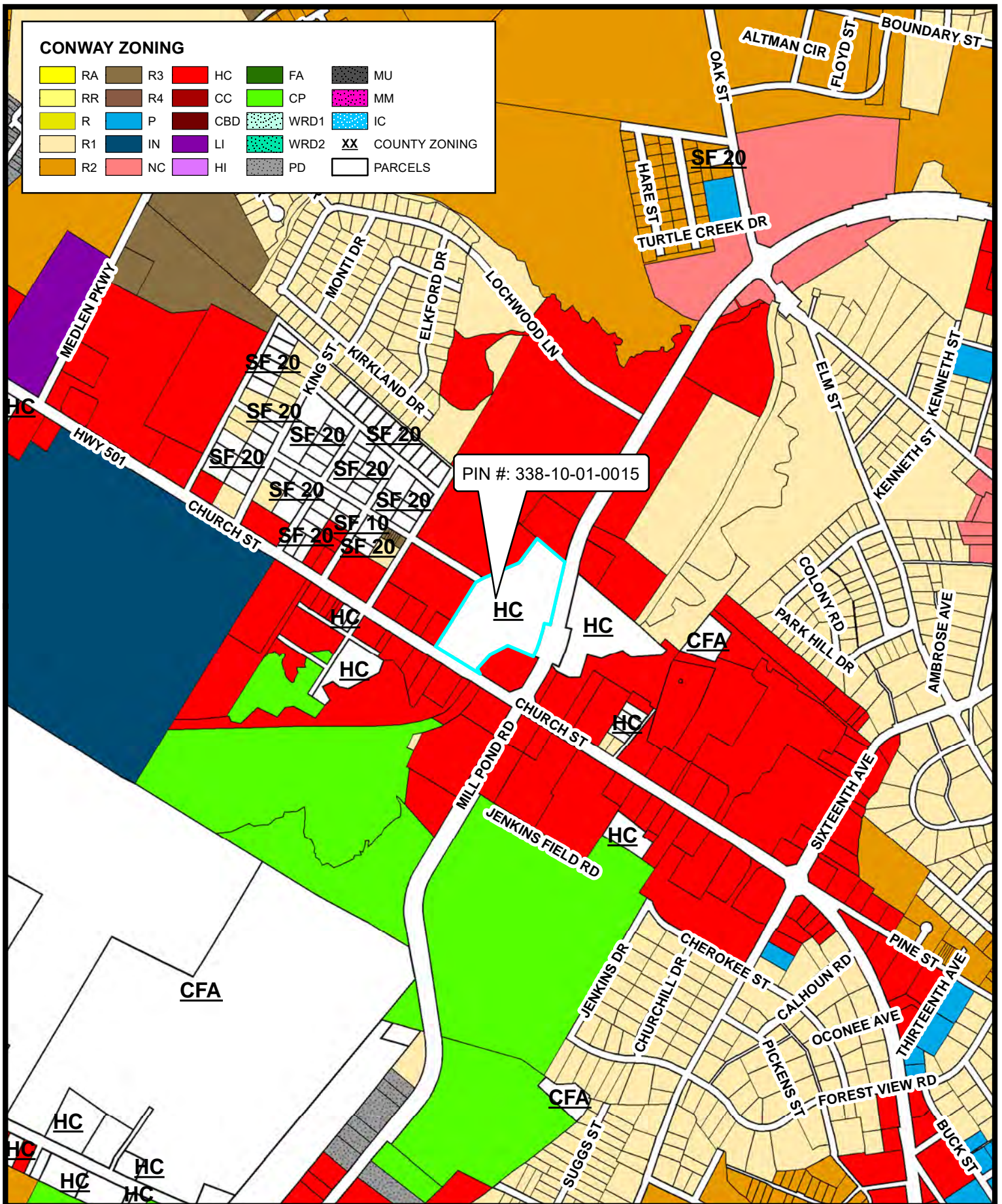
Justin D. Jordan, Council Member

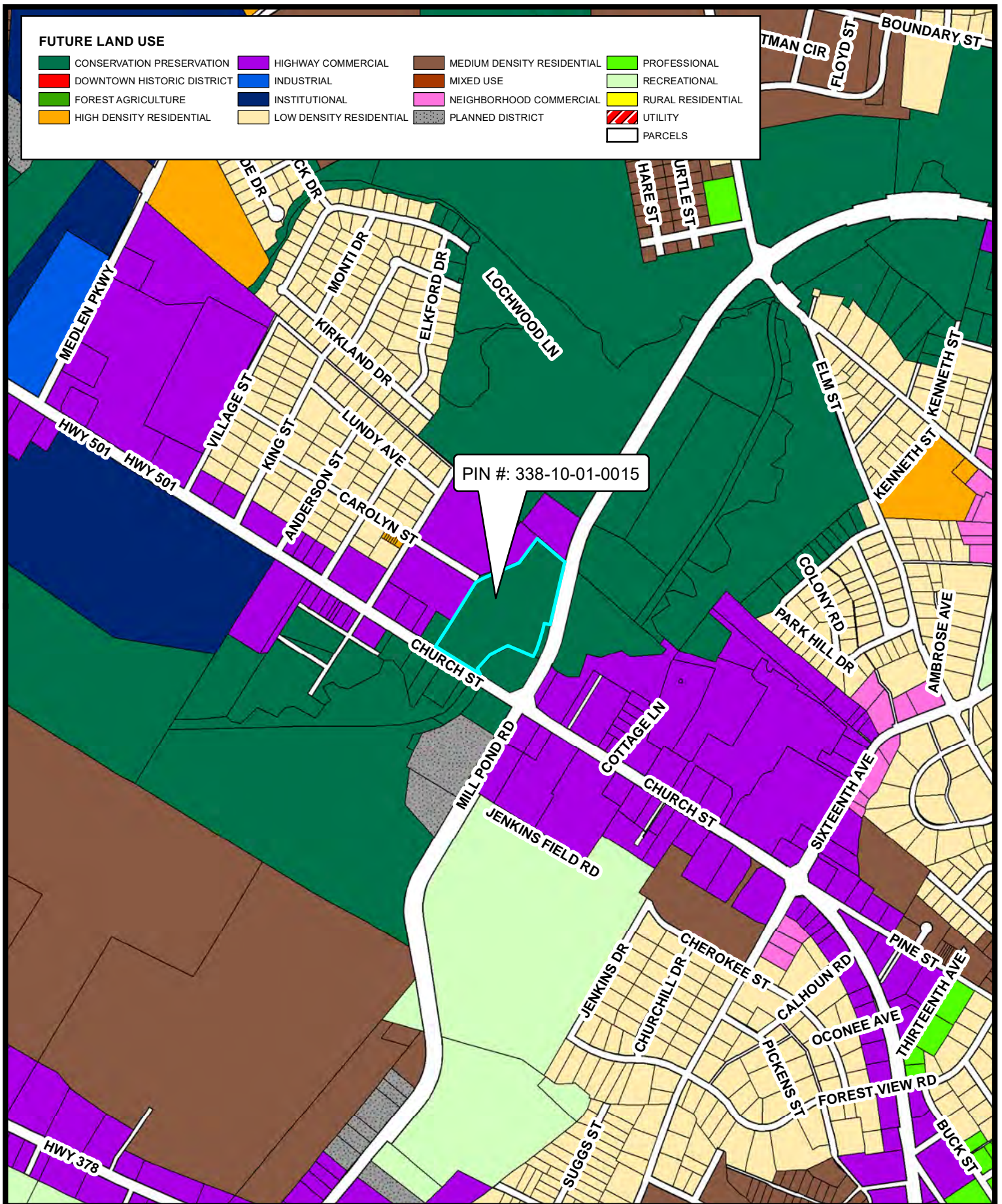
ATTEST: Alicia Shelley, City Clerk

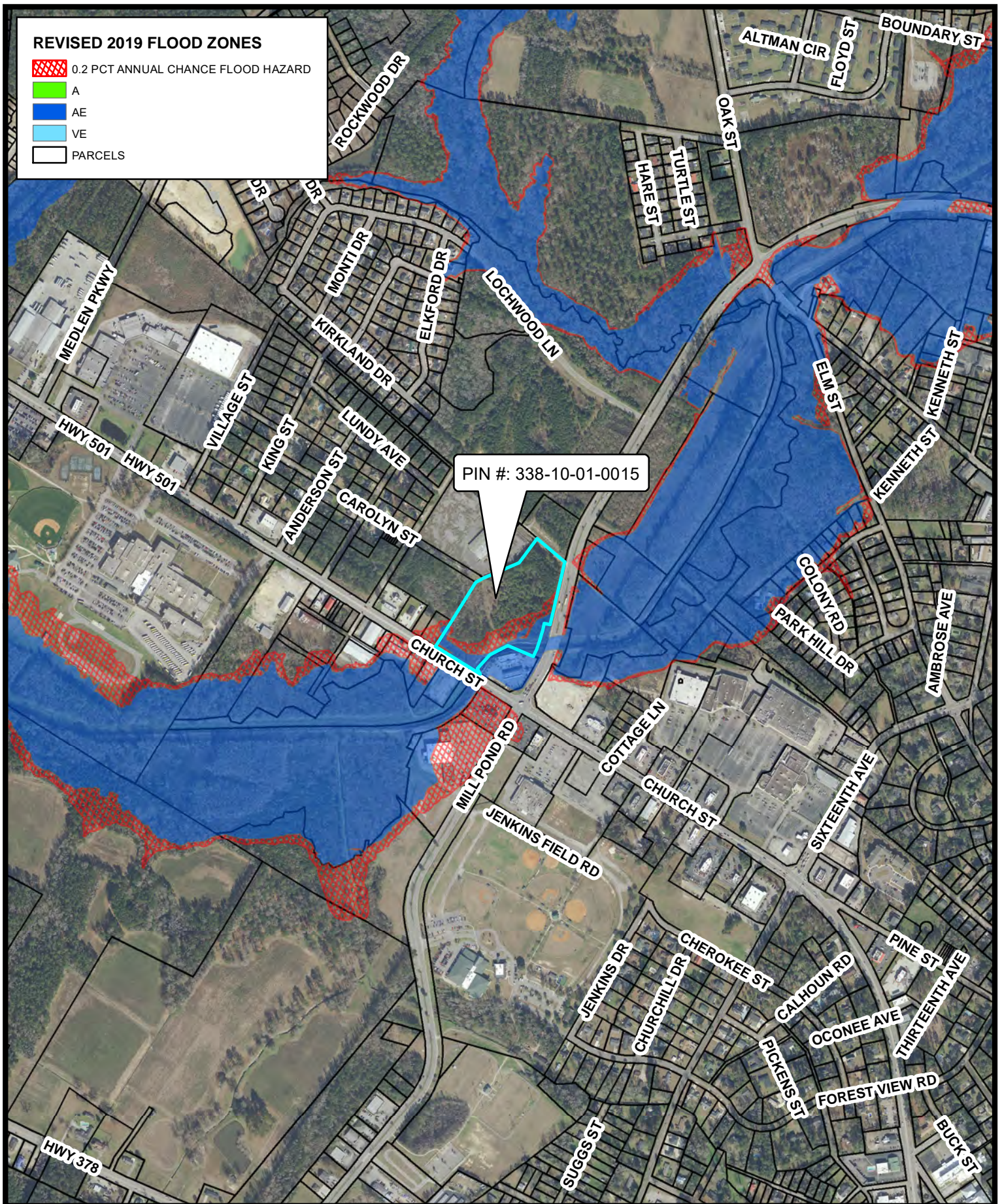
First Reading: _____

Final Reading: _____











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

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: 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)

(Signature) Mark Sims

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



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

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: 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
PROPERTY OWNER'S SIGNATURE(S)

11/28/2023

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

DATE: JANUARY 16, 2024
ITEM: X.C.

ISSUE:

First reading of Ordinance #2024-02-05 (D) amending the Business License Ordinance to update the Class Schedule in accordance with the Business License Standardization Act (2020 ACT No. 176).

BACKGROUND:

The Standardization Act requires that each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina.

The Class Schedule is updated every two year.

RECOMMENDATION:

Approve first reading of Ordinance #2024-02-05 (D).

ORDINANCE #2024-02-05 (D)

**AMENDING THE BUSINESS LICENSE
ORDINANCE TO UPDATE THE CLASS SCHEDULE
AS REQUIRED BY STANDARDIZATION ACT 176 OF 2020**

WHEREAS, the CITY of CONWAY (the “Municipality”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-11-15(A), in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

WHEREAS, the City Council of the Municipality (the “Council”) now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association; Therefore, be it

ORDAINED, by Conway City Council, in council duly assembled, that

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: “**8.6 NAICS Code Varies – Billiard or Pool Tables**. A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable

to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 3. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

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: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

CITY OF CONWAY
BUSINESS LICENSE ORDINANCE

Section 1. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of the City of Conway, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 2. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

“Business” means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

“Charitable Organization” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

“Charitable Purpose” means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

“Classification” means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“Council” means the City Council of the City of Conway, South Carolina.

“Domicile” means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

“Gross Income” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the Municipality. If the licensee has a domicile within the Municipality, business done within the Municipality shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the Municipality, business done within the Municipality shall include only gross receipts or revenue received or accrued within the Municipality. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee’s gross income for the purpose of computing the tax within the Municipality must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the Municipality. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be

included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the Municipality shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

"License Official" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the Municipality may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

"Licensee" means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

"Municipality" means the City of Conway, South Carolina.

"NAICS" means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

"Person" means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 3. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business

license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 4. Business License Tax, Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the Municipality before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The Municipality shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 5. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.

- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the Municipality have been paid.
- D. The Municipality shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 6. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or county and fully reported to the Municipality, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the Municipality. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.

- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 7. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the Municipality.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 9. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

Section 10. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 11. Assessments, Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the Municipality pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 12. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 13. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the Municipality three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 14. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the Municipality or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the Municipality of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- G. The license for the business or for a similar business of the licensee in the Municipality or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 15. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude

related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;

E. A licensee has engaged in an unlawful activity or nuisance related to the business; or

F. A licensee is delinquent in the payment to the Municipality of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the Municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 16. Appeals to Council or its Designee.

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the Municipality.
- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.

- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality may establish a different procedure by ordinance.

Section 17. Consent, franchise, or license required for use of streets.

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 18. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the Municipality may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 19. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 20. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

Section 21. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the Municipality shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue

and Fiscal Affairs Office. Upon adoption by the Municipality, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.

- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the municipal clerk.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
RATE CLASS	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$32.00	\$1.14
2	\$36.00	\$1.21
3	\$40.00	\$1.28
4	\$44.00	\$1.35
5	\$48.00	\$1.42
6	\$52.00	\$1.49
7	\$56.00	\$1.56
8.1	\$60.00	\$1.53
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$35.00 plus \$5.00 -OR- \$12.50 per table	\$1.35
9.1	\$60.00	\$1.56
9.2	\$60.00	\$3.05
9.3	\$60.00	\$0.61
9.41	\$35.00	\$1.35
9.42	\$35.00	\$1.35
9.5	\$60.00	\$1.56
9.6	\$60.00	\$1.56
9.7	\$120.00	\$3.05

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

DECLINING RATES

Declining rates apply for businesses properly classified under NAICS code **420000** (“Wholesale trade”) and **622110** (“General Medical and Surgical Hospitals”). Declining rates also apply for affiliates (subsidiary or related businesses) of businesses properly classified under NAICS code **622110**.

For the classification 420000, the minimum tax rate shall be \$32.00 for gross income to \$2,000.00, and \$1.14 for each \$1000.00 (rounded to the next \$1000.00) of gross income over \$2,000.00 up to \$20,000,000.00, plus \$0.12 for each \$1000 over \$20,000,000.00.

For the classification 622110 and affiliates, the minimum tax rate shall be \$44.00 for gross income to \$2,000.00, plus \$1.15 per thousand or fraction thereof for the next \$2,000,000.00, then

- \$1.00 per thousand for the next \$1,000,000.00
- \$0.90 per thousand for the next \$1,000,000.00
- \$0.80 per thousand for the next \$1,000,000.00
- \$0.60 per thousand for the next \$1,000,000.00
- \$0.50 per thousand for the next \$1,000,000.00
- \$0.40 per thousand for the next \$1,000,000.00
- \$0.30 per thousand for the next \$1,000,000.00
- \$0.20 per thousand for the next \$1,000,000.00
- \$0.10 per thousand for excess over \$10,000,000.00

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the Municipality:

Minimum on first \$2,000	\$60.00 PLUS
Each additional 1,000.....	\$1.53

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds

the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

For the first 1000 inhabitants of the City\$25.00

For each additional 1000 inhabitants according to the last US census\$35.00

8.3 NAICS ~~517311, 517312~~, 517111, 517112, 517122 – Telephone Companies.

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 and 5242 – Insurance Companies and Brokers:

Independent agents and their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddy rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine \$12.50 PLUS

Business license \$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine	\$180.00 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 – Billiard or Pool Rooms, all types. ~~(A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:~~ A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.

Minimum on first \$2,000	\$35.00 PLUS
Per \$1,000, or fraction, over \$2,000.....	\$1.35

9.1] NAICS 423930 – Junk or Scrap Dealers [Non-resident rates apply].

Minimum on first \$2,000	\$60.00 PLUS
Per \$1,000, or fraction, over \$2,000.....	\$1.56

9.2 NAICS 522298 – Pawn Brokers [All Types].

Minimum on first \$2,000	\$60.00 PLUS
Per \$1,000, or fraction, over \$2,000.....	\$3.05

9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.

(except auto supply stores - see 4413)

Minimum on first \$2,000	\$60.00 PLUS
Per \$1,000, or fraction, over \$2,000.....	\$0.61

One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

~~**NAICS 454390 – Peddlers, Solicitors, Canvassers, Door-To-Door Sales.**~~

~~Direct retail sales of merchandise. [Non-resident rates apply]~~

~~**9.41**] Regular activities [more than two sale periods of more than three days each per year]~~

~~Minimum on first \$2,000 \$35.00 PLUS~~

~~Per \$1,000, or fraction, over \$2,000 \$1.35~~

~~**9.42**] Seasonal activities [not more than two sale periods of not more than three days each year, separate license required for each sale period]~~

~~Minimum on first \$2,000 \$35.00 PLUS~~

~~Per \$1,000, or fraction, over \$2,000 \$1.35~~

~~Applicants for a license to sell on private property must provide written authorization from the property owner to use the intended location.~~

The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

9.5 NAICS 713290 – Bingo halls, parlors.

Minimum on first \$2,000 \$60.00 PLUS

Per \$1,000, or fraction, over \$2,000 \$1.56

9.6 NAICS 711190 – Carnivals and Circuses.

Minimum on first \$2,000 \$60.00 PLUS

Per \$1,000, or fraction, over \$2,000 \$1.56

9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).

Minimum on first \$2,000 \$120.00 PLUS

Per \$1,000, or fraction, over \$2,000 \$3.05

License must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

APPENDIX B

2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
23	Construction	8.10
31-33	Manufacturing	2.00
42	Wholesale trade	1.00
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
44-45	Retail trade	1.00
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Peddlers)	9.41
48	Transportation and warehousing	2.00
485310	Taxi service	9.90
49	Transportation and warehousing	2.00
482	Rail Transportation	8.20
51	Information	4.00
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
52	Finance and insurance	7.00
522298	Pawnshops	9.20
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
53	Real-estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
711190	Other Performing Arts Companies (Carnivals and Circuses)	3.00
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713290	Bingo Halls	9.50
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
721	Accommodation	3.00
722	Food services and drinking places	1.00
722410	Drinking Places (Alcoholic Beverages)	9.70
722411	Food services and drinking places	1.00
81	Other services	5.00

Note: Class Schedule is based on 2017 IRS data.

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

DATE: JANUARY 16, 2024
ITEM: XI.A.

ISSUE:

Request from A Father's Place for a Special Event for Running with my Peeps 5K Run/Walk on April 13, 2024 from 7:00 a.m. to 10:30 a.m.

BACKGROUND:

A Father's Place wants host a 5k run/walk for fundraising and to promote a healthy, fun outdoor family friendly event.

Set-up and late registration will begin at 7:00 a.m. The race will start at 8:00 a.m. Awards and festivities will begin after the race at 9:30 a.m. Breakdown and clean-up will be completed by 10:30 a.m.

The race will start at Marina Drive, go up Elm Street to Ninth Avenue, turn right on Laurel Street to Second Avenue, Kingston Street to Church Street.

There will be golf carts, speakers, and music.

A Father's Place anticipates approximately 250 people and 5 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: Running with my Peeps 5k Run/WalkName of permit holder: Sarah BarrentineAddress of permit holder: 316 Main StreetCity: Conway State: SC Zip: 29526Telephone number of permit holder: 843-488-1798 Cell 843-468-1494Are you conducting the activity on behalf of an organization? ☒ Yes ☐ NoIs your organization a non-profit 501(c)(3) organization? ☒ Yes ☐ NoName of organization: A Father's PlaceAddress of organization: 1800 Racepath Ave, Conway, SC 29527Telephone number of organization: 843-488-2923What is the purpose of the activity? To promote and fundraise for A Father's Place through a healthy and fun outdoor activity designed to be family friendly.What is the proposed date(s) of the activity? April 13, 2024What are the proposed times of the activity? 7 am - 10:30 amWhat are the plans for the event? Set-up and late registration starting at 7 am. Race starts at 8 am. Awards and Post Race festivities at 9:30 am. Breakdown and cleaning completed by 10:30 am.What is the location or route of the activity? (Please attach any necessary route maps.) See route map attached.

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:

Marina, Elm Street, to 9th Ave, Laurel Street to 2nd Ave, Kingston St to Church.
Road closures begin at 7:45 am and reopen as runners pass through, no later than 9:30 am.

What is the approximate number of participants? 250 or more

What is the approximate number of vendors? 5 or more

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: Golf carts

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.

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

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? Volunteers

Will existing restroom facilities be adequate? ☒ Yes ☐ No
If not, describe plans to augment available sanitary facilities:

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: The timing company
will have speakers for announcements and music at the start line.

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.

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 _____ To _____

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): _____

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: Sarah Baruch

Date: 11/28/23



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:

Sarah Barrentine

843-488-1798

11/28/23

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: Running with my Peeps 5K Run/Walk Date(s) April 13 2024

Sponsoring Organization: A Father's Place

Application completed by: Sarah Barrentine Contact No.: 843 488-1798 Date: November 28 2023

☒ Recommend approval ☐ Recommend disapproval

Police Department

Fees or charges associated with this event:

Special Conditions/Comments:

12/4/2023
Date

see attached

Police Officers

\$40.00/hour per officer

☒ Recommend approval ☐ Recommend disapproval

Fire Department

Fees or charges associated with this event:

Special Conditions/Comments:

12/4/2023
Date

see attached

Fire Inspector/Fire-Rescue Officers

\$40.00/hour per officer

☐ Recommend approval ☐ Recommend disapproval

Public Works Department

Fees or charges associated with this event:

Special Conditions/Comments:

Date

Residential & Non Residential Street Closure

Barricades

\$20.00 each

Public Works Employee

\$25.00/hour per employee

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<div style="display: flex; justify-content: space-between;"> <div>Parks & Rec. Department</div> <div>_____ Date</div> </div>	
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

Parks & Rec. Employee	\$25.00/hour per employee

<input type="checkbox"/> Recommend approval	<input checked="" type="checkbox"/> Recommend disapproval
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>12/4/2023 _____ Date</div> </div>	
Planning Department	
Special Conditions/Comments: _____	

<input type="checkbox"/> License(s) obtained for _____ vendor(s)	<input type="checkbox"/> License(s) not required
Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>12/4/2023 _____ Date</div> </div>	
Business License Department	
Special Conditions/Comments: _____	
see attached	

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:

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:
- _____
- _____
- _____

SB (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.

SB (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.

SB (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.

SB (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.

SB (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.

SB (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.

SB (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.

SB (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.

SB (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:

Sarah Barrentine

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

NAME: Sarah Barrentine TITLE: _____

SIGNATURE: Sarah Barrentine DATE: 11/28/23

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION
City of Conway

A. In consideration for being permitted to use the facilities of the City of Conway, _____

(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.

Sarah Barrentine
NAME OF PERSON/ORGANIZATION

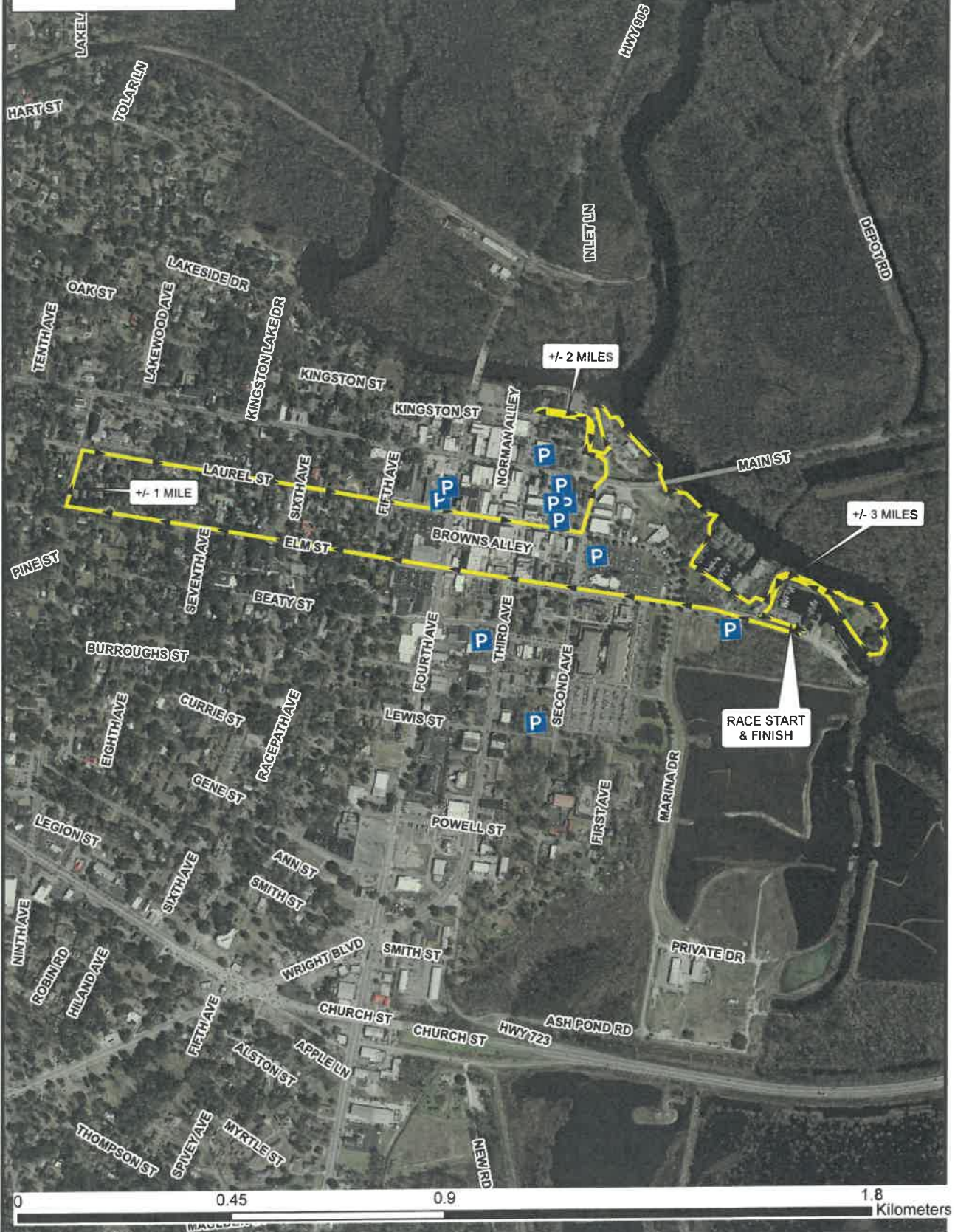
Sarah Barrentine
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

11/28/23
DATE

Legend

 PUBLIC PARKING

 5 K RUN ROUTE



Natasha Sherman

From: Business License
Sent: Monday, December 4, 2023 9:14 AM
To: Natasha Sherman
Subject: RE: Running with my Peeps 5k Run/Walk

Good with business license.

From: Natasha Sherman
Sent: Monday, December 4, 2023 9:05 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: Running with my Peeps 5k Run/Walk

Please review for approval and email me back.

Natasha Sherman

Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Saturday, November 4, 2023 8:03 PM
To: Natasha Sherman <nsherman@cityofconway.com>
Subject: Message from KM_C450i

Natasha Sherman

From: Phillip L. Hendrick, Jr.
Sent: Monday, December 4, 2023 9:07 AM
To: Natasha Sherman
Subject: RE: Running with my Peeps 5k Run/Walk

Fire is good. We would provide medical coverage with regular crews on duty.

From: Natasha Sherman <nsherman@cityofconway.com>
Sent: Monday, December 4, 2023 9:05 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: Running with my Peeps 5k Run/Walk

Please review for approval and email me back.

Natasha Sherman

Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Saturday, November 4, 2023 8:03 PM
To: Natasha Sherman <nsherman@cityofconway.com>
Subject: Message from KM_C450i

Natasha Sherman

From: Dale Long
Sent: Monday, December 4, 2023 5:03 PM
To: Natasha Sherman
Subject: Fwd: Running with my Peeps 5k Run/Walk

Ok for PD.

Sent from my iPhone

Begin forwarded message:

From: Dale Long <dlong@cityofconway.com>
Date: December 4, 2023 at 11:50:06 EST
To: Tammy Carter <tcarter@cityofconway.com>
Cc: Steven Pearce <spearce@cityofconway.com>, Reggie Hill <rhill@cityofconway.com>
Subject: Re: Running with my Peeps 5k Run/Walk

Let's look at a map and see what is the most advantageous route that we can propose that will have the least impact for us. Like a route that maybe goes further down 2nd Ave. and cuts back over to third so we don't have to cross over fourth Avenue and up into the neighborhoods.

Sent from my iPhone

On Dec 4, 2023, at 10:35, Tammy Carter <tcarter@cityofconway.com> wrote:

I looked – I do like it

From: Dale Long <dlong@cityofconway.com>
Sent: Monday, December 4, 2023 9:41 AM
To: Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Reggie Hill <rhill@cityofconway.com>
Subject: FW: Running with my Peeps 5k Run/Walk

Before I said OK, look at this. It is a different route than normal for the 5K runs, and looks easier to manage.

From: Natasha Sherman <nsherman@cityofconway.com>
Sent: Monday, December 4, 2023 9:05 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

DATE: JANUARY 16, 2024
ITEM: XI.B

ISSUE:

Recommendation on selection of firm to complete Nomination Package(s) for the National Register District Boundary Increase for the Conway Downtown Historic District and Waccamaw River Warehouse Historic District located in downtown Conway, SC.

BACKGROUND:

In the last few years, Staff has had a number of inquiries regarding expansion of the Districts. The primary reason for the expansion is the increased incentives for redevelopment of historic properties. According to a developer using the wide array of tax incentives available for a listed property, 70 cents on the dollar can be returned in tax credits for incoming producing properties. This opportunity is enormous for the potential redevelopment and investment in our historic downtown. Secondly, the recognition that comes with the expanded boundary assists in the marketing of our City as historic, authentic and unique. It is something that sets us apart from the beach and makes Conway a destination for visitors to the area. Because all of the areas to be included in the district expansion are already in the Community Appearance Board Review District, the inclusion on the Register adds no additional burden on property owners. Rather it offers opportunity and recognition.

The expansion was discussed at budget retreat in 2022. On November 1, 2023, the City of Conway advertised publicly to select a firm to complete Nomination Package(s) for the National Register District Boundary Increase for the Conway Downtown Historic District and Waccamaw River Warehouse Historic District located in downtown Conway, SC. Proposals were required to be submitted to the City no later than November 28, 2023. Three firms submitted proposals, and were ranked based on the following criteria:

1. Specialized experience or technical expertise of the firm, qualifications of its professional personnel and all parties proposed for the project, and proposed approach in connection with the type of services to be provided and complexity of the project (Max. 30 points)
2. Past record of related experience on similar projects/contracts with the City and other projects including quality of work, timeliness, cost control, and financial stability (Max. 25 points)
3. Capacity of firm to perform the work within a reasonable time limitation, taking into consideration the recent current and projected workload of the firm. Bidder proposal shall include an estimated time frame for completion of the project (Max. 25 points)
4. Familiarity of the firm with the type of problems applicable to the project (Max. 10 points)
5. Cost. (Max. 10 points)

Firms submitting proposals and their respective scores are listed below (average of scores from review team):

1. Impact7G: 66.8
2. Landmark Preservation Consulting LLC: 84.8
3. Rogers Lewis Law Firm: 85.2

Staff reviewed and scored the submittals in December 2023. Based upon these reviews, Rogers Lewis Law Firm scored the highest. Should City Council approve the hiring of Rogers Lewis Law Firm, the City would enter into negotiations for a contract for services immediately. Currently, \$50,000 is allocated in the Hospitality budget for this project.

RECOMMENDATION:

Staff recommends selection of Rogers Lewis Law Firm to complete Nomination Package(s) for the National Register District Boundary Increase for the Conway Downtown Historic District and Waccamaw River Warehouse Historic District, and to authorize the City Administrator to enter into a contract.