

# CITY COUNCIL MEETING CITY HALL COUNCIL CHAMBERS 229 MAIN STREET, CONWAY, SC 29526 MONDAY, DECEMBER 4, 2023 - 4:00 PM

#### PLEASE SILENCE ALL ELECTRONIC DEVICES

- I. CALL TO ORDER
- II. INVOCATION/PLEDGE OF ALLEGIANCE Peyton Andreucci, The Rock Church
- III. APPROVAL OF AGENDA
- IV. CONSENT AGENDA
  - A. Final Reading of Ordinance #2023-12-04 (A) amending Title 6 Health and Sanitation, Chapter 3- Garbage and Waste Disposal, of the City of Conway Municipal Code to update fees, amend refuse receptacle and service requirements.
  - B. Approval of November 20, 2023 Council Meeting Minutes
- V. PUBLIC INPUT
- VI. SPECIAL PRESENTATION
  - A. Recognition of 2023 Artist of the City of Conway Christmas Card Contest
  - B. Presentation of 2022 Quattlebaum Award for Outstanding New Construction of a Non-Residential Building
  - C. Recognition of Recent Retirees (Emrick, Smith)
  - D. Presentation of Employee of the Month for December 2023 Public Safety
  - E. Presentation of Longevity Awards November 2023 5 Years: Mykal Moody Recreation; 5 Years: Joshua Albrecht, Solid Waste; 15 Years: Jeffery Jordan, Police.

#### VII. SECOND/FINAL READING

Final Reading of Ordinance #ZA2023-12-04 (B) to annex 20.7 acres located at 3633 Highway 501 West (PIN 326-00-00-0024) and rezone from Horry County High Bulk Retail (RE4) and Horry County Commercial Forest Agriculture (CFA) to City of Conway Light Industrial (LI). (Hucks)

"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. FIRST READING

- A. First Reading of Ordinance #ZA2023-10-02 (B) to annex approximately 1,765 +/- acres located on or near the intersection of Highway 701 S and Pitch Landing Road, Highway 701 S and Wildair Circle, Highway 701 S. and Kinlaw Lane, and Highway 701 S, Pitch Landing Rd, and Blaze Trail (PIN 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district. (Hucks)
- B. First Reading of Ordinance #ZA2023-10-02 (A) for the City of Conway to enter into a Development Agreement with BRD Land & Investment, LP for the development of property located on or near the intersection of Highway 701 S. and Pitch Landing Rd, known as the Warden Station tract, containing approximately 1,765 +/- acres (PINs 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022). (Hucks)
- C. First Reading of Ordinance #ZA2024-01-02 (A) to annex 0.23 acres of property located at 289 Wedding Lane (PIN 367-13-01-0025), and rezone from the Horry County Residential, including mobile homes (MSF10) district to the City of Conway Low/Medium-Density Residential (R-1) district. (Hucks)

#### IX. CONSIDERATION

- A. Consideration of Selection of Firm to Design and Engineer Phase 1 Development of the Chestnut Bay Resilience Project (Hyman)
- B. Consideration of a Proposed Four Way Stop on Sixth Avenue at the Hill Street Intersection (Long)
- X. CITY ADMINISTRATOR'S REPORT
- XI. COUNCIL INPUT
- XII. BREAK
- XIII. EXECUTIVE SESSION

Discussion of a Proposed Development Agreement known as the Warden Station Tract [pursuant to SC Code §30-4-70 (A) (2)].

- XIV. RECONVENE FROM EXECUTIVE SESSION
- XV. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

<sup>&</sup>quot;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."

#### XVI. 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 <a href="www.cityofconway.com">www.cityofconway.com</a> 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 <a href="ashelley@cityofconway.com">ashelley@cityofconway.com</a>, to be received <a href="mailto:prior">prior</a> to 12:00 noon on December 4, 2023. 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.

<sup>&</sup>quot;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: DECEMBER 4, 2023** 

ITEM: IV.A.

#### **ISSUE:**

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

#### **BACKGROUND:**

The new automated garbage truck will arrive in December 2023. The other 4 automated trucks are scheduled to arrive in April 2024. This "one-armed bandit" style truck only requires one person to operate the truck. The mechanical arm grasps the roll carts around its middle, hoisting it above the truck and dumping the waste / recyclables into the hopper. The Mechanical arm can easily lift roll carts weighing more than 150 pounds.

The 18-gallon recycle bins have been used since 1997 by the Solid Waste Department. However, the bins are not compatible with the new trucks. With this, the bins need to be taken out of service with a proposed effective date of July 1, 2024 and replaced with roll carts. Additionally, the bins create more work for City staff, and cause a mess in rainy and windy conditions.

Many bins have already been replaced with roll carts. The recycle program in the City increased so much in recent years that grants were received from SCDHEC and Horry County Solid Waste Authority to replace bins with roll carts. Since 2018, the City has replaced over 2,000 recycling bins with roll carts. The new cart system requires customers to use a reasonable amount of care for collection day, including:

- -The roll cart / recycling cart should be separated from object like vehicles, light pole, flowers bed and mail boxes by at least 4 feet
- -The carts should be no more than 2 to 4 feet from the curb
- -The metal bar on the front of the carts should face the street, and the lids should be closed

Additionally, the ordinance needed updates to include ERF (Environment Refuse Facility) requirements. Proposed amendments include: Solid Waste Director authority to require ERF use for certain properties, a discount for ERF use, and an additional discount for ERF grease trap use.

#### **RECOMMENDATION:**

Approve Final Reading of Ordinance #2023-12-04 (A).

#### **ORDINANCE #2023-12-04 (A)**

AMENDING TITLE 6 - HEALTH AND SANITATION, CHAPTER 3- GARBAGE AND WASTE DISPOSAL, OF THE CITY OF CONWAY MUNICIPAL CODE TO AMEND TITLE 6- HEALTH AND SANITATION, CHAPTER 3- GARBAGE AND WASTE DISPOSAL TO UPDATE FEES AND AMEND REFUSE RECEPTACLE AND SERVICE REQUIREMENTS

- **WHEREAS**, the City is moving to new automated garbage trucks that are not compatible with recycle bins; and
- WHEREAS, the bins create more work for City staff, and cause a mess in rainy and windy conditions; and
- WHEREAS, bins need to be replaced with roll carts; and
- WHEREAS, sanitation fees were amended in the recent budget, and the changes to the ordinance reflect those updates; and
- **WHEREAS,** City Council has determined it is in the best interest of the City and its citizens to update fees and amend refuse receptacle requirements: Therefore, be it
- **ORDAINED,** by Conway City Council, in council duly assembled, that the City of Conway Municipal Code shall be amended after adoption as attached hereto.

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

December , 2023.	CIL duly assembled this4 day of			
Barbara Jo Blain-Bellamy, Mayor	Justin D. Jordan, Mayor Pro Tem			
K. Autry Benton Jr., Council Member	Amanda Butler, Council Member			
William M. Goldfinch IV, Council Member	Beth Helms, Council Member			
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk			
First Reading: November 20, 2023				
Final Reading: December 4, 2023				

# **CHAPTER 3 Garbage and Waste Disposal**

#### Sec. 6-3-1 General.

It shall be unlawful for any person to cause or allow unsightly litter, foul or offensive odors or potentially dangerous materials to remain on or emanate from any property under his control, or to discard, or abandon, or cause the same on any public or private property within the corporate limits of the city.

#### Sec. 6-3-2 Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivatives shall have the meanings given therein. When not inconsistent with the context, words used in the present tense include the future tense, words used in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely discretionary. The following definitions shall apply in the interpretation, administration and enforcement of this chapter:

- (1) <u>Building materials</u> shall mean any material such as lumber, brick, block, stone, plaster, concrete, asphalt, roofing shingles, gutters and other substances accumulated as the result of repairs or additions to existing buildings or structures, construction of new buildings or structures or the demolition of existing buildings or structures.
- (2) <u>Bulk containers</u> shall mean a metal container of not less than two (2) cubic yards capacity and not larger than eight (8) cubic yards capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container or from cleaning the container. Bulk containers shall have plastic lids which open from the top. Bulk containers shall be designed so that they can be emptied mechanically by specially designed trucks operated by the city or its authorized agent.
- (3) <u>Business trash</u> shall mean any waste accumulation of dust, paper, cardboard, excelsior, rags or other accumulations other than garbage or household trash which are usually attendant to the operation of stores, offices and similar businesses.
- (4) City shall mean the City of Conway, South Carolina, or its authorized representative.
- (5) <u>Commercial establishment</u> shall mean any retail, wholesale, motel, hotel, institutional, religious, governmental or other nonresidential establishment which may generate garbage, business trash or other refuse.
- (6) <u>Garbage</u> shall mean the waste produced by the handling, processing, preparation, cooking and consumption of animal or vegetable products used for human consumption. This definition shall include any other matter that is also subject to decomposition, decay putrefaction or the generation of noxious or offensive gases or odors or which before, during and after decay may serve as feeding or breeding material for animals or flies or other insects.
- (7) <u>Hazardous refuse</u> shall mean materials including, but not limited to, gasoline, engine or lubricating oils or grease, poisons, acids, caustics, harmful or dangerous chemicals,

- infected materials, offal, fecal matter, explosives, highly flammable materials and parts of the human anatomy including pathological specimens.
- (8) <u>Household trash</u> shall mean waste accumulation of paper, sweepings, dust, rags, bottles, cans or other waste material of any kind, other than garbage, which is attendant to residential housekeeping.
- (9) <u>Industrial waste</u> shall mean all waste, including solids, semi-solids, sludge and liquids created or generated by factories, processing plants or other manufacturing enterprises.
- (10) <u>Litter</u> shall mean garbage, refuse, waste materials or any other discarded, used or unconsumed substance which is not handled as specified herein.
- (11) <u>Loading and unloading area</u> shall mean any space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.
- (12) <u>Multiple residential unit</u> shall mean any duplex, apartment, group of apartments or condominiums used for dwelling places for more than one (1) family.
- (13) <u>Parking lot</u> shall mean any area, paved or unpaved, the principal function of which is the parking of six (6) or more motor vehicles. This definition excludes those parking spaces on public streets.
- (14) Person shall mean any individual, firm, company, corporation or association.
- (15) Recycling bins shall be constructed of green plastic, city approved size, which is designated to store recyclables until scheduled day of service. Environmental Refuse Facility (ERF) shall mean an enclosed solid waste collection area constructed by the City for public use.
- (16) <u>Recyclable materials</u> shall be newspaper, glass, aluminum, tin cans and plastic drink bottles.
- (17) <u>Refuse</u> shall mean solid waste accumulations consisting of garbage, household trash, yard trash and business trash as defined herein.
- (18) Refuse receptacles.
  - a. Polyethylene plastic bags shall weigh no more than 25 pounds when full and may be used only where dogs, rodents and other animals are not a cause of litter. Plastic bags are permitted only for occasional cart overflow or for the purpose of a liner in rollout carts. Any other use of plastic bags is subject to the approval of the city administrator.
  - b. Cardboard boxes, cartons or crates may be used only to contain other cardboard boxes, cartons or crates and must be properly secured by tieing or taping. Said cardboard boxes shall not exceed a dimension of five (5) feet by six (6) feet by three (3) feet and shall have a volume of at least eight (8) cubic feet. Such boxes have a one-time use and shall be collected along with the refuse contained in them
  - c. Mobile rollout containers and recycling carts shall be plastic containers of substantial construction having a capacity of not less than 82 65 gallons nor more

than 100 95 gallons. The rollout container shall have a hinged lid. Mobile rollout containers shall be designed so that they can be emptied mechanically by specially designed lift devices attached to the trucks operated by the city or its authorized representative.

- (19) Single residential unit shall mean any dwelling place occupied by one (1) family.
- (20) <u>Tree and shrubbery trimmings</u> shall mean waste accumulation of tree branches, tree limbs, bushes, shrubbery, cuttings or clippings usually created as refuse in the trimming of trees, shrubs or bushes. "Tree and shrubbery trimmings" does not include parts of trees, stumps or other materials resulting from the removal of trees or shrubs by homeowner and/or contractor.
- (21) <u>Yard trash</u> shall mean grass clippings, leaves, twigs or the combination of these that are usually associated with yard or lawn maintenance activity. Exceptions shall be only as provided in this chapter.

#### Sec. 6-3-3 Administration and enforcement.

- (a) The administration of the provisions of this chapter shall be the duty and responsibility of the city administrator or his appointed designee.
- (b) There are hereby established, uniform service charges and penalties for complete sanitation services. The city council may modify, amend or add to the rate structure.
- (c) The service charges and penalties as determined by council shall be on file in the city clerk's office and are incorporated herein by reference.
- (d) Service charges for complete sanitation service shall be applied monthly to every single or multiple residential unit and every commercial establishment located within the city. The service is available to all units and establishments within the city; therefore, the appropriate service charge will be applied whether or not the required refuse receptacles are utilized by the unit or establishment.
- (e) Only the city or its authorized representative is permitted to collect garbage, household trash, recyclables, etc., within the city.

#### Sec. 6-3-4 Refuse containers; size, type, etc.

- (a) Each single family residence shall maintain a garbage roll-out cart **and recycle cart** purchased from the city. No other garbage or **recycle** receptacles will be emptied by city sanitation staff.
- (b) Bulk containers as specified in section 6-3-2(2) are subject to approval of the city administrator or his designated representative. Distributors of bulk containers in the city shall contact the city to secure approval of their bulk container before distribution within the city. All bulk containers distributed after the adoption date of the ordinance codified in this chapter will be required to have a plastic lid which opens from the top. Any existing container now within the city and being serviced will be required to have a plastic lid installed at such time as the container receives any major repairs, i.e., new bottom or is replaced by another container. The intent of this section is to allow all present bulk container users time to plan for the addition of container lids.

(c) Recycle bins are available from the City of Conway. These bins are free of charge to single family residences. No other recycle bins will be emptied by city sanitation staff.

## Sec. 6-3-5 Refuse/recycling receptacles to be safe.

All refuse/recycling receptacles as required herein shall be of safe construction and design and shall be maintained in a good, serviceable and sanitary condition by the user at all times. Any refuse/recycling receptacles which do not conform to the provisions of this chapter, or which have ragged or sharp edges or other defects likely to hamper or injure the person collecting the contents thereof or the public generally, shall be promptly replaced upon notice to the user. If said refuse/recycling receptacle(s), after due notice, has not been replaced, the city shall have the authority to remove said refuse/recycling receptacle as refuse and discontinue collection service of unserviceable/unsafe refuse/recycling receptacles.

(Ord. No. 92-10-12(A), 10/12/92)

#### Sec. 6-3-6 Preparation of refuse for collection in mobile containers and recycling bins carts.

- (a) Garbage and recyclable collection begins at 7:00 a.m. Mobile containers and recycling bins carts which are not out when the truck passes will not be collected until the next regularly scheduled pickup date. Mobile containers and/or recycling bins carts should be removed from the curb the day they are serviced by 7:00 p.m. Lids must be closed and latched when in use. The property owner or occupant shall be responsible for such removal.
- (b) All refuse shall be placed in approved mobile containers and/or recycling bins carts, or placed next to said containers in throw-away receptacles or tied in bundles not exceeding 50 pounds. Bundled cardboard and bundled limbs shall not exceed four (4) feet in length. All receptacles placed at the curb next to the approved mobile containers and/or recycling bins carts shall be picked up and discarded. No stumps logs or other materials or tree limbs resulting from the removal of trees shall be hauled by the city or its authorized contractor.
- (c) Yard trash shall be neatly piled at the curbside. All yard trash shall be separated, i.e., leaves, limbs, appliances, metals and furniture, and placed at the curbside as provided herein.
- (d) Large bulky items, such as stoves, refrigerators, water heaters, sofas, box springs, large tree limbs weighing over 50 pounds, etc., shall be picked up with equipment designed for large bulk items. This service applies to residential customers only and does not include building materials, roofing, soil, rock, concrete, tree stumps, etc.
- (e) The city administrator shall determine that area considered to be the curb as it relates to refuse collection pickup points.
- (f) The roll cart / recycling cart should be separated from object like vehicles, light pole, flowers bed and mail boxes by at least 4 feet.
- (g) The carts should be no more than 2 to 4 feet from the curb.
- (h) The metal bar on the front of the carts should face the street, and the lids should be closed.

#### Sec. 6-3-7 Availability and extent of service.

- (a) Mobile containers and/or recycling bins carts shall be serviced one (1) time a week. (Twice a week service for carts and recycling bins carts will be provided only in extreme cases where rollout carts will not accommodate refuse and space constraints do not allow a bulk container.) Back door service is available, subject to the approval of the city administrator who may request a doctor's certificate for those persons who are unable to roll their mobile container or carry their recycling bin cart to the curb.
- (b) All persons, firms or corporations who generate more refuse than can be serviced by mobile containers and recycling bins carts one (1) time a week and desiring service by the city shall no longer receive mobile container/recycling bin cart service, but shall be required to furnish a bulk container of the type approved by the city, provided that such container shall not be serviced more than once per day. (Note: twice a week exception in paragraph (a) above refers to mobile containers and/or recycling bins. carts) Containers shall follow as closely as possible to the following schedule:
  - (1) Residential area: One (1) mobile container/recycling bin-cart per home.
  - (2) Apartment complex: One (1) to four (4) units, one (1) mobile container/recycling bin cart per apartment.
  - (3) Apartment complex: Five (5) units and above, bulk containers(s) in sufficient size and number as specified and approved by the city.
- (c) Required ERF service areas are at the discretion of the Solid Waste Director. Customers within a required ERF service area shall receive a 10% discounted monthly sanitation fee. Restaurants within a ERF service area shall also use the City grease trap, and receive a further discount of 5%.
- (ed) The city administrator is authorized to determine when a bulk container is unserviceable and may discontinue service for same.

#### Sec. 6-3-8 Storing of refuse/recyclables and trash.

All accumulations of refuse and trash shall be stored or placed for collection in accordance with the following provisions:

- (1) <u>Public streets</u>. No refuse, trash, yard trash, leaves, trees and shrubbery trimmings, refuse receptacle/recycling bin cart or bulk container shall be placed within the vehicular travelway or gutters of any street with the exception of one (1) roll-off container for construction debris upon approval of the city administrator. The city administrator is authorized to approve requests for up to one (1) roll-off container per job site within the historic and downtown business districts as he or she deems necessary. Requests for more than one (1) roll-off container would require city council action. Yard debris (leaves, grass clippings, shrubbery trimmings) are not to be containerized;
- (2) <u>Public sidewalks</u>. Refuse, trash, yard trash, leaves or tree and shrubbery trimmings contained in approved refuse receptacles and/or recycling bins carts may be placed on

- the sidewalk on the day of collection as long as they do not unreasonably interfere with pedestrian traffic;
- (3) <u>Public alleys</u>. Refuse contained in approved refuse receptacles may be placed in a public alley on the day of collection so long as it does not unreasonably interfere with vehicular or pedestrian traffic;
- (4) <u>Blockage of storm drains</u>. No person shall place any refuse, trash, refuse receptacle and/or recycling bin cart on, upon, or over any storm drain opening or close thereto as to be drawn by the elements into the same. No person shall place any refuse, trash, refuse receptacle and/or recycling bin cart or container in a gutter, thereby causing blockage of stormwater flows or possible blockage of storm drainage system if carried by the elements into the same. No person shall blow leaves, trash, and/or other debris in the direction of a storm drain.
- (5) <u>Unauthorized accumulations</u>. Any unauthorized accumulation of refuse or trash on any lot, property, premise, public street, sidewalk, alley or other public or private place is prohibited. Failure of the owner or occupant, after notice of violation, to remove and correct any such unauthorized accumulation of refuse or trash shall be deemed a violation of this chapter;
- (6) <u>Junk</u>. It shall be a violation of this chapter for any person to place or store outside any building or dwelling, except as provided herein, any dilapidated furniture, appliances, vehicles, machinery, equipment, building materials or any other item which is either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition and which is not completely enclosed within a building or dwelling. This shall not apply to authorized junk dealers or authorized establishments engaged in the business of repairing, rebuilding, reconditioning or salvage, who are required to provide a six (6) foot screened enclosure;
- (7) <u>Appliances</u>. It shall be unlawful and a violation of this chapter for any person to leave outside any building or dwelling, in a place accessible to children, any appliance, refrigerator or other container of any kind which has an airtight door or cover with a snaplock or latch without first removing the lock or latch, door or cover from the appliance, refrigerator or container;
- (8) <u>Multi-family residential</u>. At townhouses, condominiums, apartments, etc., where it is deemed impractical to move mobile containers to back yards, a screened area will be required. The location and design must be approved by the city administrator or his designated representative.
  - a. Multi-family residential units and complexes shall be required to pay the same monthly service charges as the city council may set from time to time for single-family units. The monthly service fee will be included on the utility billing for multi-family units, which have an individual water meter and a separate utility account. Multi-family complexes which are served by a master meter, with an account for which a management company or property association is responsible, will be billed monthly based on the total number of units in the complex;
- (9) It shall be unlawful and a violation of this chapter for any person to store or place refuse, yard trash, leaves, tree and shrubbery trimmings, a refuse receptacle, recycling

bin cart or bulk container on or abutting at the front of property of another person; or to store or place refuse, yard trash, leaves, tree and shrubbery trimmings in a refuse receptacle, recycling bin cart or bulk container of another person or to relocate refuse, yard trash, leaves, tree and shrubbery trimmings or recyclable items from the home or area where generated to another home or area for pickup.

#### Sec. 6-3-9 Reserved.

#### Sec. 6-3-10 Interfering with collection practices.

No person or persons shall interfere or otherwise deter the normal refuse/recycling collection process by tampering with refuse/recycling containers or their contents unless by permission of the city administrator or his/her representative; nor shall any person place any hazardous refuse in any collection receptacle.

#### Sec. 6-3-11 Scattering of refuse and littering prohibited.

- (a) It shall be a violation of this chapter for any person to: (i) scatter refuse or litter any public or private street, area or place; (ii) cast, throw, place, sweep or deposit anywhere within the city any refuse or trash in such a manner that it may be carried or deposited by the elements upon or in any street, sidewalk, alley, storm drain or other public place or into any occupied or unoccupied premises within the city; or (iii) throw or deposit any refuse, trash or debris in any stream or body of water.
- (b) It shall be a violation of this chapter for any vehicle transporting loose materials within the city to transport the same without suitable covers.

#### Sec. 6-3-12 Responsibility to place refuse/recyclables for collection.

It shall be the responsibility of each householder or storekeeper to place their refuse and/or recyclables for collection at the proposed time and in the proper manner as provided for in this chapter.

#### Sec. 6-3-13 Collectors to exercise reasonable care.

Collectors of garbage and recyclables shall exercise reasonable care in the handling of mobile containers and/or recycling bins carts and shall not willfully break, deface or injure same.

#### Sec. 6-3-14 Dumping garbage, etc., on open lots prohibited.

No garbage, refuse, abandoned junk or other offensive material shall be dumped, thrown or allowed to remain on any lot or space within the city limits.

#### Sec. 6-3-15 Reserved.

Editor's note(s)—Ord. No. 2009-05-11(A), adopted May 11 2009, repealed § 6-3-15, which pertained to replacement of mobile containers and/or recycling bins carts and derived from Ord. No. 92-10-12(A), 10/12/92.

#### Sec. 6-3-16 Commercial establishments.

- (a) Storage of refuse receptacles. All commercial establishments shall store their refuse receptacles or containers as specified herein so as to eliminate the dispersal of such refuse by the elements and the resulting unsightly litter in and about their establishments. Approved methods of containerization include mobile refuse receptacles, recycling bins carts and bulk containers. The number and type of containers necessary for each commercial establishment shall be as required to maintain clean, neat and sanitary premises. Spillage and overflow shall be immediately cleaned up by the establishment when and as it occurs.
- (b) <u>Screening of garbage containers</u>. All exterior garbage or rubbish containers shall be screened on all but one (1) side by an opaque wall or fence, landscaping, berm, or other suitable opaque enclosure. The average height of the enclosure shall not be required to exceed eight (8) feet in height.
- (c) All dumpsters must be placed on a dumpster pad, with a minimum thickness of eight (8) inches reinforced concrete. The minimum size for a standard single dumpster pad shall be 10 feet long and 12 feet wide. The minimum size for a standard double dumpster pad (defined as a pad for two (2) refuse containers) shall be 10 feet long and 22 feet wide. The minimum size for a standard triple dumpster pad (defined as a pad for three (3) refuse containers) shall be 10 feet long and 32 feet wide. (Please refer to City of Conway standard dumpster pad specifications, available at the city public works department and the city planning and zoning department). Adjacent buildings, if at least one (1) foot taller than the dumpster, may be considered as fulfilling the screening requirement for the side adjacent to the dumpster. The access opening for removal of the dumpster must be a minimum of 12 feet wide.
- (d) The installation of a barrier curb is required to protect the screening. The barrier curb shall be of sufficient strength and durability to contain the dumpster receptacle in the proper area, and must be constructed of steel pipe filled with concrete. A minimum of 18 inches should be allowed between the barrier and the side of the dumpster. All added, replaced, and/or moved dumpsters shall be required to meet the above-listed specifications.

#### Sec. 6-3-17 Loading and unloading areas.

All loading and unloading areas shall, at the discretion of the city administrator, be provided with refuse receptacles or containers for loose papers, debris, packaging materials and other business trash. The number and type of such containers necessary for each area shall be as required to maintain clean, neat and litter-free premises and as directed by the city administrator.

#### Sec. 6-3-18 Points of collection.

On the day of collection, unless otherwise provided by this chapter, it shall be the responsibility of the owner or occupant to place refuse receptacles and/or recycling bins carts at the curbside or at the edge of the vehicular travelway as specified in section 6-3-8(1), (2) and (3) herein. No refuse receptacles, recycling bins carts or containers, unless otherwise provided in this chapter, shall be stored in front of a building or dwelling except on the day of collection.

#### Sec. 6-3-19 Collection practices.

- (a) Residential. Garbage and household trash accumulated at residences shall be collected at curbside at the edge of the vehicular travelway on a schedule determined by the city or its authorized representative. It shall be a violation of this chapter to transport refuse, yard debris or recyclables from the source of generation to another location for pickup. Such collections shall be limited to approved mobile receptacles, recycling bins carts or containers as defined herein. Oversize household trash, yard trash and tree or shrubbery trimmings shall be collected on a schedule determined by the city or its authorized representative at curbside as specified herein.
- (b) <u>Commercial establishments</u>. Service to commercial establishments shall be on a schedule determined by the city administrator or his authorized representative. Such collection shall be limited to a maximum of four (4) mobile refuse receptacles. The city administrator shall have the authority to require the use of bulk containerization when this maximum is exceeded. Such bulk containerization shall be of the type and size specified by the city administrator or his designated representative.
- (c) Bulk containers. Any person or establishment that furnishes and maintains a bulk container suitable for handling by city equipment will be serviced by the city or its authorized agent as stated herein, provided that said container shall be of sufficient size as specified and approved by the city administrator for collection. All bulk containers approved for service by the city shall have plastic lids opening on the top. Said lids shall be kept closed at all times that the bulk container is not being filled or emptied. Bulk containers shall at all times be maintained in a safe, serviceable and sanitary condition as directed by the city administrator. Notice shall be given by the city administrator and/or his designee of any bulk container not meeting the requirements of this chapter. If within 15 days the unit is not in compliance, city service of this unit may be suspended. Bulk containers shall at all times be kept in a place easily and safely accessible to sanitation service equipment even during periods of inclement weather such as snow and ice. Every person who shall engage in the leasing, renting or supplying of other than absolute sale, bulk containers to persons to whom the chapter applies shall operate and maintain facilities and equipment for servicing, cleaning, while maintaining such units in a safe, serviceable and sanitary condition as required by this chapter. Persons or establishments utilizing bulk containers shall be responsible for preparing said containers for servicing. No service shall be given those persons or establishments permitting objects, obstructions or vehicles to hinder in any way the servicing of the container. The immediate cleaning up of spilled refuse in the area of the container shall be the responsibility of the property owner(s) or occupant(s) utilizing the container unless spillage is the result of the service provider. If the service provider is responsible for spillage, the provider will clean up spilled refuse. Service shall be discontinued to persons or establishments failing to locate or maintain containers in accordance with the requirements of this chapter. The city shall not afford both mobile refuse receptacle service and bulk container service to the same persons or establishments. In those cases that the city administrator and/or his designee directs the change from mobile refuse receptacles to bulk containerization, compliance shall be within 30 days or service may be discontinued. Any cause for discontinuation of service shall also constitute a violation of this chapter.

(d) <u>Rollout containers</u>. Acceptable roll-out containers from which city staff will collect garbage are those provided by and purchasable from the city finance department. City staff will not collect garbage from any other garbage container.

Local office. Any person or establishment that engages in selling, furnishing, renting or maintaining rollout containers for handling by city equipment shall operate and maintain a local office and facilities and equipment for servicing, storing repairing said containers in order to maintain such units in a safe, serviceable and sanitary condition.

- (e) <u>Hazardous refuse</u>. No hazardous refuse, as defined herein, shall be placed in any receptacle, container or unit used for refuse collection by the city.
- (f) <u>Dead animals</u>. Owners of dead animals shall be responsible for their removal and disposal.
- (g) <u>Building materials</u>. The city shall not be responsible for the collection, handling or disposal of building materials, as defined herein, that originate from private property preliminary to, during or subsequent to the construction of new buildings or from the renovation or demolition of existing structures. Such materials or refuse shall be collected and disposed of by the property owner or the person doing the work. If such material or refuse has not been removed and disposed of by the property owner or the person doing the work, the city shall not issue a certificate of occupancy, even though other requirements for such certificate have been met. The certificate of occupancy shall be issued only when this requirement, as well as any other requirements, have been met.

Cross Reference: Removal and/or burial of dead animals, Sec. 6-1-3.

#### Sec. 6-3-20 Reserved.

#### Sec. 6-3-21 Special service.

Hardship cases such as age, disability or infirmity when confirmed by the city administrator may be afforded the special service of refuse receptacle and/or recycling bin cart carryout and carryback upon application as stated in section 6-3-7(a).

#### Sec. 6-3-22 Special refuse or disposal problems.

- (a) <u>Contagious disease refuse</u>. The removal of clothing and bedding from places where highly infectious diseases have prevailed shall be performed under the supervision and direction of the Horry County Health Department. Such refuse shall not be placed in containers for city collection and disposal.
- (b) <u>Hypodermic instruments</u>. No person shall discard any hypodermic needle or any instrument or device for making hypodermic injections, syringe or lancet with household solid waste or recyclable materials.
- (c) <u>Ashes</u>. Ashes that are to be collected by the city shall have been wetted and shall be cool to the touch prior to collection. Ashes shall be placed in approved containers defined herein. Refuse receptacles containing ashes shall not weigh more than 50 pounds.
- (d) <u>Cardboard boxes and cartons</u>. Prior to being deposited as refuse for collection in approved receptacles or containers as defined herein, all cardboard boxes, cartons or crates shall be

completely collapsed and securely bundled. Each bundle shall not weigh more than 50 pounds.

- (e) <u>Rubber tires</u>. The city shall not collect tires.
- (f) <u>Liquids</u>. Garbage or trash that is mixed with water or other liquids shall be drained before being placed in refuse receptacles or refuse containers.

#### Sec. 6-3-23 Refuse collection and hauling in general.

All collectors or refuse haulers or handlers operating within the city shall use a watertight vehicle provided with a tightly fitting cover so operated as to prevent offensive odors escaping therefrom and refuse from being dropped, blown or spilled. These vehicles shall also be kept in good repair and shall be cleaned as often as necessary to prevent the body of the vehicle from becoming a breeding place for insects or a source of foul or offensive odors.

#### Sec. 6-3-24 Responsibility of owners and agents.

The owners or agents, tenants or leasers, jointly and separately, of all residential units and commercial establishments shall be responsible for compliance with this chapter.

## Sec. 6-3-25 Maintenance of property.

<u>Sidewalks</u>, alleys and rights-of-way. All owners or occupants, jointly and separately, of property shall maintain their property in a clean and litter-free manner, including adjacent sidewalks, grass strips, one-half (½) of alley, curbs, gutters and rights-of-way to the edge of the surface of the vehicular travelway of any public street.

#### Sec. 6-3-26 Notice of violation or nonconformity.

Any notice of violation of this chapter or nonconformity with this chapter shall be in writing, except for violations or nonconformance with section 6-3-8(9) which do not require written notice. When written notices are required under this chapter, the written notice of the violation shall be delivered to the violator or in lieu of hand delivery shall be sent to the violator via certified mail. Copies of all notices of violation of this chapter shall be kept and maintained by the solid waste coordinator for a period of one (1) year or until the violation is corrected, whichever is greater. Any violation of section 6-3-8(9) may result in a summons without the need for previous verbal or written notice.

#### Sec. 6-3-27 Violations.

Any person violating any provision or requirement of any section or subsection of this chapter after notice of violation has been issued to him or any person willfully failing, refusing or neglecting to comply with any such provision or requirement (except violation or nonconformance of section 6-3-8(9)) shall, in addition to any other remedy, be charged with a misdemeanor with applicable penalties, with each additional day of violation being a distinct and separate offense.

Provided, however, that for any violation of section 6-3-8(9) there shall be a minimum fine of not less than \$50 plus court costs or imprisonment not to exceed 30 days. A possible penalty

of \$200 plus court costs or imprisonment not to exceed 30 days may be assessed for each offense of section 6-3-8(9), with each and every day of violation being a distinct and separate offense.

#### Sec. 6-3-28 Sanitation fees. Refer to fee schedule in City's annual budget.

This section is designed to establish and set rates to the above entitled section. These rates will amend Ordinance 2009-05-11(A) and add this section to the City of Conway Code of Laws.

<u>Residential/commercial</u>—<u>Refuse and recycling collection and disposal rates.</u> \$19 per month per residential/commercial unit with one (1) roll-out cart, recycling available with service once each week.

Commercial or residential customer who utilize more than one (1) cart will be charged as follows: \$11 per month for each additional cart up to and including eight (8) carts, with service once each week.

Commercial or residential customers requiring second pick-up each week will be charged \$15 per month for the first cart requiring second pick-up and commercial customers with multiple carts requiring a second pick-up each week will be charged \$11 per month for the second cart requiring a second pick-up each week.

<u>Bulk container (dumpster) collection and disposal rate.</u> Approximately \$2.90 per cubic yard times container size equals each pick-up charge. The monthly container collection fee is computed by multiplying the pick-up charge times the number of pick-ups per week times 52 (weeks) divided by 12 (months). The minimum monthly charge will be \$25 per month, with no maximum.

#### **Number of Pick-ups Per Week**

Size of	1	2	3	4	5	6
Container						
2 cubic yard	<del>\$25</del>	<del>\$50</del>	<del>\$75</del>	<del>\$100</del>	<del>\$125</del>	<del>\$150</del>
4 cubic yard	<del>\$50</del>	<del>\$100</del>	<del>\$150</del>	<del>\$200</del>	<del>\$250</del>	<del>\$300</del>
6 cubic yard	<del>\$75</del>	<del>\$150</del>	<del>\$225</del>	<del>\$300</del>	<del>\$375</del>	<del>\$450</del>
8 cubic yard	<del>\$100</del>	<del>\$200</del>	<del>\$300</del>	<del>\$400</del>	<del>\$500</del>	<del>\$600</del>

<u>Compactor rate.</u> Approximately \$7.20 per cubic yard. (This rate is based on four (4) to one (1) compaction rates [four (4) times \$1.80] based on manufacturer's specification). The monthly compactor collection and disposal rate is computed by multiplying pick-up charge times the number of pick-ups per week times 52 (weeks) divided by 12 (months). The minimum monthly compactor charge will be \$62 per month, with no maximum.

#### **Number of Pick-ups Per Week**

Size of	1	2	3	4	5	6
Compactor						
2 cubic yards	<del>\$62</del>	<del>\$124</del>	<del>\$186</del>	<del>\$248</del>	<del>\$310</del>	<del>\$372</del>
4 cubic yards	<del>\$124</del>	<del>\$248</del>	<del>\$372</del>	<del>\$496</del>	<del>\$620</del>	<del>\$744</del>
<del>6 eubie</del> <del>yards</del>	<del>\$186</del>	<del>\$372</del>	<del>\$558</del>	<del>\$744</del>	<del>\$930</del>	<del>\$1,116</del>
8 cubic yards	<del>\$248</del>	<del>\$496</del>	<del>\$744</del>	<del>\$992</del>	<del>\$1,240</del>	<del>\$1,488</del>

Roll-off container rate. \$103.00 per round trip plus landfill fees. The roll-off container will be weighed at the landfill and accurate fees will be added to the \$113.00 round trip hauling fee. Compactors that require rotating will be charged an additional \$15 for a total of \$119.00 per round trip. These charges will be reported monthly to the finance department by the solid waste superintendent or city designee. There will not be any monthly minimum as this service will be on a scheduled or call basis.

**Examples of monthly charges for roll-off services and disposal based on per round trip plus weight are as follows:** 

One (1) open top container picked-up three (3) times per month:

\$103.00 per trip times 3 round trips = \$309.00 . \$309.00 plus 3 average landfill fees of  $\$45.00 \times 3 = \$135.00$ ) = \$444.00 for the monthly charge.

One (1) compactor (requiring rotating) picked-up three (3) times per month:

\$119.00 per trip times 3 round trips = \$357.00 . \$357.00 plus 3 average landfill fees of \$260.00 (\$260.00  $\times$  3 - \$780.00) = \$1,137.00 for the monthly charge.

<u>Commercial recycling rate.</u> <u>Commercial recycling is handled by the Horry County Solid Waste Authority and all rates are based on its standards.</u>

Rates for multi-family residential units and complexes. Owners or occupants of multi-family residential units and complexes shall be required to pay the same monthly service charges as the city council may set from time to time for single-family units. The monthly service fee will be included on the utility billing for multi-family units, which have an individual water meter and a separate utility account. Multi-family complexes which are served by a master meter, with an account for which a management company or property association is responsible, will be billed monthly based on the total number of units in the complex.

# CITY OF CONWAY CITY COUNCIL MEETING CONWAY CITY HALL 229 MAIN STREET, CONWAY MONDAY, NOVEMBER 20, 2023 - 4:00 P.M.

**PRESENT:** Mayor Barbara Jo Blain-Bellamy, Mayor Pro Tem Justin Jordan, Autry Benton, Amanda Butler, William Goldfinch, Beth Helms, 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; Jasmine Waites Parker, City Attorney; Ted Dudley, Public Utilities Deputy Director; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Ashley Smith, Recreation Director; Robert Cooper, Construction Services Director; Dale Long, Police Chief; James Friday, Public Utilities Director; Kayla Fleming, Municipal Judge; Katie Dennis, Planning Concierge; and Alicia Shelley, City Clerk.

**OTHERS**: There were approximately 20 others in attendance.

**CALL TO ORDER:** Mayor Blain-Bellamy called the meeting to order. Rev. Robert Bannan, Kingston Presbyterian gave the invocation and led the Pledge of Allegiance.

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

**APPROVAL OF AGENDA:** Motion: White made a motion, seconded by Butler, to approve the November 20, 2023 meeting agenda. Vote: Unanimous. Motion carried.

#### **CONSENT AGENDA:**

- A. Final reading of Ordinance #2023-11-20 (A) to amend Title 7, Chapter 4, Article H, Busking (Street Performers), of the Code of Ordinances, City of Conway.
- B. Final reading of Ordinance #ZA2023-11-20 (C) to annex approximately 0.66 acres of property located at 3420 Cates Bay Highway (PIN 369-11-03-0072), and rezone from the Horry County Residential, no mobile homes allowed (SF20) district to the City of Conway Low/Medium-Density Residential (R-1) district.
- C. Final reading of Ordinance #ZA2023-11-20 (D) to annex approximately 0.51 acres of property located at 443 Dunn Shortcut Road (PIN 337-07-01-0002), and rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium-Density Residential (R-1) district.
- D. Final reading of Ordinance #ZA2023-11-20 (E) to annex approximately 0.49 acres of property located at 447 Dunn Shortcut Road (PIN 337-07-01-0003), and rezone from

the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium-Density Residential (R-1) district.

- E. Approval of Purchase of Vehicle Extrication Tool (Budgeted)
- F. Approval of November 6, 2023 Council Meeting Minutes

**APPROVAL OF CONSENT AGENDA:** <u>Motion</u>: Jordan made a motion, seconded by White to approve the November 20, 2023 consent agenda. <u>Vote</u>: Unanimous. Motion carried.

#### **PUBLIC INPUT:**

 Alan Todd of Conway Architectural Salvage invited Council to attend the first full home deconstruction scheduled for next week.

<u>Motion:</u> Goldfinch made a motion, seconded by Benton, to close public input. <u>Vote:</u> Unanimous. Motion carried.

#### SPECIAL PRESENTATION

- A. Presentation of a Resolution Recognizing Horry County Schools for Receiving the Purple Star Designation from the South Carolina Department of Education Blain-Bellamy and Helms presented Horry County Schools Board Member Melanie Wellons, District 8 with a Resolution recognizing Horry County Schools for receiving the Purple Star Designation form the South Carolina Department of Education.
- **B.** Recognition of 2022 C.P. Quattlebaum Design Awards Recipients Blain Bellamy presented the following 2022 Quattlebaum Design Awards:
- Outstanding restoration of a non-residential building: 315 Kingston Street for Honey Hair Studio to Bridget Stalvey & Kelly Kise, business owners; and Susan McMillanbuilding owner
- Outstanding restoration of a home: 601 Burroughs Street to Pete & Cathy Andrew, home owners
- Outstanding new construction of a residential building: 4301 Bradford Drive to Mark & Tracey Thomas, home owners and contractors
- Outstanding Landscape Project: 893 Kingston Lake Drive to Amanda & Justin Roof, home owners; and Truitt & Amy with Hardwick's Landscaping, contractor
- Outstanding contribution to quality development, restoration, landscape or design by an organization or individual: 220 Rivertown Blvd- B&B Theaters Blain-Bellamy said that Dennis McIntyre with B&B Theaters was unable to attend but would like to express his gratitude to city staff, the Community Appearance Board and City Council for this honor. He states "The remodel was a big success, and the City of Conway Staff and Council are a large reason why."

- C. Presentation of Employee of the Month for November 2023 Public Works Harrelson presented Jamison Dixon with the Employee of the Month award for November 2023.
- D. Discussion of a request to annex approximately 8.7 acres of property located at 2325 Hwy 501 East (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. Hucks stated that the applicant submitted an annexation and rezoning for the property located at 2325 Highway 501 East. The applicant is being required to request annexation from the Public Utilities Department as they need to tap into the City's water main to set a fire hydrant, and this is considered an extension of service. 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. The two properties that are located on each side of the property is zoned City of Conway HC and the future land use map of the Comprehensive Plan also identifies the property as HC. Planning Commission will hold the required public hearing at their November 27, 2023 meeting and provide a recommendation to City Council.
- E. Discussion of a request to rezone approximately 1.84 acres of property located near the intersection of Medlen Parkway and Oak Street (PIN 338-02-01-0038) from the Neighborhood Commercial (NC) district to the Medium-Density Residential (R-2) district. Hucks stated that the applicant is seeking to rezone this property from the current zoning of NC to R2. The property is currently vacant. It is directly adjacent to what has been proposed to be future phases of the existing Elmhurst development, and it is across the road from the Midtown Village subdivision and the newer Midtown Oaks development. The future land use map identifies the property as Conservation Subdivision; likely due to the fact that almost the entire property is consumed by the AE Flood zone. However, adjacent properties are identified as R2, which makes the request consistent with the zoning and density in the immediate area. This request will be considered by Planning Commission at their November 27 meeting, at which time the required public hearing will also be held. Following that meeting, Planning Commissions recommendation will be forwarded to Council for first reading.

There was some discussion regarding flood zones and flood ways.

#### FIRST READING

A. First Reading of Ordinance #2023-12-04 (A) amending *Title 6 – Health and Sanitation, Chapter 3- Garbage and Waste Disposal*, of the City of Conway Municipal Code to update fees, amend refuse receptacle and service requirements. Jenerette stated that he received the new garbage truck and that the bins are not compatible with the new trucks therefore the bins need to be taken out of service and replaced with roll carts. Additionally, this amendment to the ordinance includes the ERF requirements and includes that the Solid Waste Director has the authority to require EFR use for certain properties, a discount of 10% for ERF use, and an additional 5% discount for ERF grease trap use.

<u>Motion:</u> Goldfinch made a motion, seconded by White, to approve first reading of Ordinance #ZA2023-12-04 (A)

There was some discussion regarding grants for the carts, payment of carts to existing or new homes, public awareness of recycling, and back door service for the elderly,

<u>Amended Motion:</u> Goldfinch amended his motion to approve first reading of Ordinance #ZA2023-12-04 (A), with the addition of existing customers that request a blue cart get it at no charge or first option on the carts that are received through a grant, if applicable. **Vote:** Unanimous. Motion carried.

B. First Reading of Ordinance #ZA2023-12-04 (B) to annex approximately 0.49 acres of property located at 2518 Cultra Road (PIN 325-15-02-0003), and request to rezone from the Horry County Residential, no mobile homes allowed (SF20) to the City of Conway Low/Medium-Density Residential (R-1) district. Hucks stated that this annexation request was submitted by the applicant due to a change in the name of the utilities account. It is staff's understanding that this is heir's property, and when the applicant sought to have the water account put in their name, the requirement to request annexation was triggered. Restrictive Covenants were recorded. The City's future land use map identifies the property as R1. The property is across the street from the Kingston Bay subdivision, which is currently under construction. Over the past few years, there have been a couple of other properties that have either been required to request annexation or that have sought annexation, and in those instances, Council chose not to annex those properties. For consistency, staff recommends against annexation of this property at this time. The requirement to request annexation in the future would again be triggered if the property were to be sold or changes hands.

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

#### **CONSIDERATION:**

A. Consideration of approval of name for a new single-family development, located on E. Country Club Dr. – "Snowhill Plantation." Hucks sated that the proposed development is currently being reviewed by the Technical Review Committee. The preliminary plans call for this development to consist of 95 single family homes. The applicant requests to name the proposed subdivision "Snow Hill Plantation" upon plan approval. Section 10.3.18 of the City of Conway Unified Development Ordinance says that all subdivision names must be reviewed and adopted by Conway City Council.

White requested that the applicant come up with something else other than plantation. Pitts said that he would come back with something more appropriate.

<u>Motion:</u> Blain-Bellamy made a motion, seconded by White, to defer this request. <u>Vote:</u> Unanimous. Motion carried.

B. Consideration of a request for waiver of sidewalk requirements for a proposed restaurant, "Freddy's", to be located off of East Highway 501 (PIN 400-04-02-0004).

Hucks stated that this property and the Popeyes Chicken property are side by side and are also simultaneously going through the technical review process if Council would like to consider them together. Blain-Bellamy said that VIII. B. and VIII.C. would be considered together.

Hucks said that the applicant is seeking a waiver to install the sidewalks for these 2 developments, located on Highway 501 across from the Myrtle Ridge Walmart, and between the intersections of Wild Wing Boulevard and Gardner Lacy Road. The linear footage that would otherwise require installation of sidewalks for Freddy's is approximately 122 LF. The linear footage that is required for the property where Popeve's Chicken is proposed is 137 LF. Based on the city's current contracted amount per linear foot for sidewalk installation is \$29.75, the amount for the Freddy's property would total \$3,629.50, and the total for Popeye's is \$4,075.75. The total for both properties would be \$7,705.25. When these requests first came in, the Technical Review Committee thought the properties were accessed via a frontage road, but the frontage road actually starts just past this property. Over the past several years, several parcels have been annexed and developed, which also required the installation of sidewalks. Aldi's, Tidal Wave Car wash, the student housing development next to it currently known as "College Town," Extra Space Storage, and Ekklesia Church have all been developed since 2015, and all were required to install sidewalks. Hucks said that there does appear to be road construction occurring in the area; however, to what extent that will impact these properties is not known at this time. Based on staff's measurements, which can only be accurately determined via a survey, the right of way for this portion of Highway 501 is approximately 300' and the lines for these parcels are approximately 80' from the edge of the pavement of Highway 501. The other properties have the sidewalk installed far enough back that it does not impact the roadwork or widening being done. The ordinance required that sidewalks be installed along the frontage of all properties abutting arterial or local non-residential streets. If the sidewalk could not be installed within the right of way, there is the option of granting the city an easement over the location of the sidewalk installation on the private property. It appears that looking at GIS, that Aldi's, Tidal Wave Auto Spa and the College Town student housing development have installed their sidewalks on private property and not in the ROW. In order to create the sidewalk connectivity that is needed in the area, and because there are other properties that have been annexed and developed in the city that have also required sidewalk installation, staff recommends against approval of a sidewalk waiver.

After some discussion, <u>Motion:</u> Blain-Bellamy made a motion, seconded by White, to deny the request for waiver of sidewalk requirements for Freddy's and Popeyes Chicken. <u>Vote:</u> Unanimous. Motion carried.

- C. Consideration of a request for waiver of sidewalk requirements for a proposed restaurant, "Popeyes Chicken", to be located off of East Highway 501 (PIN 400-04-02-0005). Combined with B. See above motion.
- **D.** Consideration of Acceptance of Bid for Replacing the Sherwood Sewer Lift Station Friday stated that the Sherwood Drive Sewer Lift Station is a 73-year old pump station and needs to be totally replaced. The purchasing department requested bids and received four responses. R.H. Moore was the low bid of \$1,394,000. \$1,0000,000 was budgeted in the

FY23-24 budget. The project will span two budgets. The difference of \$394,000 will be requested from the Capital Project Fund balance in the next budget year. Friday asked Council for approval to accept the low bid from R.H. Moore.

<u>Motion:</u> White made a motion, seconded by Benton, to accept the low bid from R.H. Moore. <u>Vote:</u> Unanimous. Motion carried.

E. Consideration of a Special Event – Under the Lights 5K - December 6, 2023 – Smith stated that Under the Lights 5K was approved in June with an old map of the run route. After talking to SCDOT and Chief Long Since submitting this different route and having to close the bridge, staff has decided to withdraw this map and use the original run route that has already been approved.

<u>Motion:</u> White made a motion, seconded by Jordan, to withdraw this request. <u>Vote:</u> Unanimous. Motion carried.

**F.** Consideration of 2024 City Council Meeting Schedule – Emrick presented the proposed 2024 Conway City Council Meeting Schedule. The only significant change from prior years is that April will not have a first meeting due to Horry County Schools Spring Break.

<u>Motion:</u> Blain-Bellamy made a motion, seconded by White, to approve 2024 Conway City Council Meeting Schedule as presented. **Vote:** Unanimous. Motion carried.

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

Emrick informed Council of the following:

- Emrick said that if you have not been outside during the last 20 days, City elves have been frantically getting ready for Christmas, again, raising the bar for next year. To make sure you don't miss anything this year, Emrick described a few of the displays that staff have to make Christmas in Conway, the only place you need to visit this holiday season.
  - o 22' high "Big Shiny Balls" at the corner of Kingston and 2<sup>nd</sup> Avenue and another pyramid that has not yet assembled.
  - o Kingston Park is adorned with gold and red ornaments, and warm white lighting.
  - o The Garden Walk has teal ornaments, a glitter deer, and warm white lights.
  - o The Terrace will have garland and bows and will be the site of four movies this holiday season, as staff just this morning added Die Hard to the list of movies shown at the Terrace this year.
  - o Riverfront Park is currently being transformed into Riverlight again this year. It will feature the 30' walk through tree, life sized reindeer figures, 15' tall stacked gift boxes, and the newest piece are the weeping oaks.
  - o The Christmas Village has overtaken the Town Green and will host vendors, Santa and Train rides each week starting with the Tree Lighting.
  - o There's so much more including a 20' walk through ornament, the Celebration of Lights, and much, much more.
  - o The Annual Tree lighting starts at 6 pm next Thursday. If all of you will assemble behind the stage at 5:45 pm, Council will have a space at the side of the stage to watch the tree lighting and be acknowledged from the stage.

- o The Rivertown Regatta is December 2. This event has enormous crowds, but struggles to get a lot of boats to participate. We're trying to help with this, so we've offered to pay the \$30 entry fee for any City employee that enters a boat in the parade.
- o The City Staff Christmas Party will be at the Sports and Fitness Center again this year on December 5 at 6 pm.
- o The Christmas Parade is December 9 at 10 am. The Council Train will be near the beginning of the parade route lineup and I will have more information on this closer to the date.
- The Whittemore Task Force met last week for their third meeting. They have looked at needs of the Community and wants of the Community. The Task Force has now asked to be in charge of setting their own agendas. They next meet on December 6.
- Staff receives regular market updates from the Coastal Carolina Association of Realtors that is specific to the Conway market. Despite the soaring interest rates and inflation, housing sales are still very strong in Conway. Our median sales price for a single-family home is nearly \$288,000. This is down 3.8% year over year, but still nearly \$100k more than it was just a few short years ago. And sellers are still receiving 97.4% of their asking price. The biggest take away that Emrick said that had from the report was that new listings are down 13.7%, but closed sales are up 9%. This means we have a smaller inventory of houses on the market and higher demand for those houses.
- Coastal Carolina University's Women's Volleyball team won the Sun Belt championship yesterday, beating James Madison University. Coastal Freshman, Jalyn Stout set the NCAA Division 1 record for the triple-doubles in a single season at 14 and was recognized as the tournament's Most Outstanding Performer. Coastal will find out its seeding in the NCAA tournament this Sunday.
- In other Coastal news, the Coastal Football team closes out its regular season at home against JMU. If we win this game, we win the Sun Belt East and will play Troy in the Sun Belt Championship. If you are in town this Saturday, you need to find a ticket to this game and show up to loudly support the Chants.
- Emrick reported that the traffic study has concluded at Hill and Sixth Street and it does support a 4 way stop.
- The Warden Station is being workshopped again tonight and after a short break should move to the meeting room.
- We have Department Head reports from Public Utilities and Solid Waste. Emrick then wished everyone a very Happy Thanksgiving.

<u>Public Utilities</u> – Friday announced that the City of Conway Public Utilities was awarded the Sewer System of the Year by the South Carolina Rural Water Association.

**Solid Waste Department** – Jenerette reported on the following for the Solid Waste Department:

- Has 1 position for a Heavy Equipment Operator 2
- The residential tonnage for the month of October was 537.94 solid waste.
- The cardboard recycling tonnage for the month of October was 80.01 tons.

#### **COUNCIL INPUT:**

**Jordan** wished everyone a Happy Thanksgiving.

**Goldfinch** said that Mr. Friday inspired him and he thinks that Friday should put out a newsletter at least once a quarter and call it, Talking Crap.

White asked that staff put a map or display up at Chestnut Bay of what it is going to look like. Emrick stated that one of the grant requirements is to put out information on the grant funding, so that will be going out at some point. White recommended a meeting with County Council to share rules and regulations; and also suggested inviting Council members of other cities to the meeting. White stated that he would like to bring in the Conway High girls' team to acknowledge their accomplishment.

**Helms** said that she is honored to be on the Whittemore Task Force Committee and apologized for missing a few minutes due to family sickness. Helms thanked staff for the decorating.

**Benton** said that it was good to be out at Chestnut Bay, celebrating what is going to be taking place there, and also seeing Kevin Chestnut, whom gave his heart and soul to this city. Benton said he is amazed with the pickleball courts and how much they have been used. Benton added that the disc golf course has also been a success in the city. Benton said that he has been following the Whittemore Task Force and has been impressed, and is excited to see what is to come. Benton wished Emrick a happy birthday and thanked him for all that he does.

Everyone sang happy birthday to Emrick.

Blain-Bellamy said the need to give accolades to the sports teams is growing and she asked that Council give her the whereas information for the Resolutions. Blain-Bellamy asked staff to think of how the young folks can be efficiently recognized. Blain-Bellamy said that White often says that we need to displace the word affordable housing, and she attended a conference today and the USDOT has coined the word, attainable. Blain-Bellamy congratulated those Council members that were reelected and also to the new member as we move forward

#### **Break**

#### **WORKSHOP:**

Discussion of the Warden Station Planned Development and Development Agreement – Hucks stated that she sat down with Mr. Salvino from CCU last week and he provided some feedback on the cost benefit analysis that had been done up to this point. An analysis like this typically takes an entire semester to complete but Mr. Salvino said that it may include enough data to give a fair number but would still take some time to review what staff has submitted to him. Hucks said that this development agreement calls for the proposed enhancement fees to be collected with each building permit. Some of the biggest issues staff has been attempting to reconcile include: (1) the rate of taxation for parcels developed as multifamily because it is not known at this time if they will be rentals or condo ownership, where the property is in common and owned collectively by the POA; (2) The rate at which development will occur, as the market is not something we are able to predict and there is no guarantee that 1/5 of the project area will be developed every 5 years; and (3) Inflation, and what the rate will be year over year.

Hucks said that some of the things that was discussed, and could be considered included that any fees that would otherwise be enhancement fees collected with a permit be submitted up front prior

to development occurring. This way, assuming that development does occur the way it is proposed, rather than the city receiving a 2% increase year over year for the enhancement fees, the city would accrue a higher percentage in interest each year to help pay f or the cost of new capital expenditures. Currently, the consumer price index is estimated at 6%, so assuming the interest that is accrued is higher than the 2% increases being proposed, there could be more money in the city's budget for those expenditures at the time they are purchased. Instead of the rate of accrual being at 1.02, it would be at whatever the city's interest accrual is. Alternatively, the language could be revised to match whatever the consumer price index is for that year that the building permits are issued. Hucks said that another option is to treat them like impact fees. In this case, only capital expenditures could be included in the analysis that would determine the enhancement fees, not personnel. This would include property acquisitions, buildings, vehicles, etc. The 500 plus acres that is proposed to be conveyed to the city should be considered in the assessment of the enhancement fee to offset what that fee would ultimately be, since it is an asset. Hucks then said that staff is still working on getting a good number to include, and asked Council is there is anything that they would like for staff to consider, staff would be glad to look into that as well.

Guyton informed Council that he went to the other municipalities and Horry County for information on enhancement fees but no one has yet developed a model. However, NMB uses an impact fee with a lump sum of \$5,000, of which \$1,100 is for beach parking. Since Conway has no beach, he would recommend that the lump sum be \$3,900. Guyton then said that since transportation is a big necessity in Conway that \$250,000 would be given to the City to use for transportation needs.

Benton requested having a feasibility study.

Council had concerns about not seeing the agreement in print and requested that the blanks be filled in.

Pitts was concerned about the timeline taking too long and the client leaving the project.

After much discussion regarding the timeline it was decided that the agreement blanks would be filled in and brought to Council for first reading at the December 4, 2023 meeting with a workshop for the Development Agreement in Executive Session at that same meeting.

Harrelson said that the Stormwater Plan submitted has not had a full review but that at this point, he had no problem with it and that once the Design Manual is approved, the requirements will be more stringent.

EXECUTIVE SESSION: <u>Motion</u>: Jordan made a motion, seconded by White to enter into Executive Session for the following: (A) Consideration of appointments to boards, commissions and committees [pursuant to SC Code §30-4-70(A) (1)]; (B) Discussion of Contractual Negotiations Incident to the Potential Acquisition of Property near Crabtree Swamp. [pursuant to SC Code §30-4-70 (A) (2)]; and (C) Discussion of Potential Legal Matters Related to the Underground Wiring Project [pursuant to SC Code §30-4-70 (A) (2)]. <u>Vote:</u> Unanimous. Motion carried.

**RECONVENE FROM EXECUTIVE SESSION:** <u>Motion</u>: Butler made a motion, seconded by Benton to leave Executive Session. <u>Vote:</u> Unanimous. Motion carried.

# POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: Motion:

Blain-Bellamy made a motion, seconded by Helms to appoint the Boards and Commissioners as follows:

- Housing Authority Angela Sampson, 5-year term
- Board of Zoning Appeals Sandra James, Lesley Hill, Jay Sellers 3-year term
- CAB Coker Hall, filling unexpired term of George Ulrich expiring 12/31/2024
- Planning Commission George Ulrich, filling unexpired term of Virginia Norris expiring 12/31/2024
- Planning Commission Jessica Wise, David Sligh 3-year term
- Construction Board of Appeals West Courtney, Anna Barnhill, William "Harry" Dill 3-year term

Vote: Unanimous. Motion carried.

<u>Motion:</u> Jordan made a motion, seconded by Butler to authorize the Administrator to purchase property near Crabtree. <u>Vote:</u> Unanimous. Motion carried.

**ADJOURNMENT:** <u>Motion</u>: Goldfinch made a motion, seconded by White to adjourn the meeting. <u>Vote:</u> Unanimous. Motion carried.

APPROVAL	<b>OF MINUTES:</b>	Minutes approved by City Council this _	4	day of
December	, 2023.			•
Alicia Shell	ey, City Clerk	_		

DATE: DECEMBER 4, 2023 ITEM: VI.A.

Recognition of 2023 Artist of the City of Conway Christmas Card Contest

**DATE: DECEMBER 4, 2023** 

ITEM: VI.B.

# **ISSUE**:

Recognition of the 2022 C.P. Quattlebaum Design Awards recipients.

# **BACKGROUND:**

On May 24, 1999, City Council passed Ordinance #99-05-24 (A) establishing the C.P. Quattlebaum Annual Design Awards. This ordinance empowered the Community Appearance Board to select recipients of this award.

The recipient for the "Outstanding New Construction of a Non-residential Building" could not be present at the November 20<sup>th</sup> Council meeting to accept the award; therefore, they are being presented with the award and recognition at the December 4<sup>th</sup> Council meeting.

The following is a list of the recipient of the 2022 Quattlebaum award category "Outstanding NEW Construction of a Non-residential Building":

# Bojangles's at 1617 Church Street

**BEFORE 2019** 



AFTER (2022)





DATE: DECEMBER 4, 2023 ITEM: VI.C.

Recognition of Recent Retirees

DATE: DECEMBER 4, 2023 ITEM: VI.D.

Employee of the Month for December 2023 – Public Safety

DATE: DECEMBER 4, 2023

ITEM: VI.E.

Presentation of Longevity Awards – November 2023 – 5 Years: Mykal Moody, Recreation; 5 Years: Joshua Albrecht, Solid Waste; 15 Years: Jeffery Jordan, Police.

DATE: DECEMBER 4, 2023

ITEM: VII.

#### **ISSUE:**

**Final Reading of Ordinance** #**ZA2023-12-04 (B)** to annex approximately 20.7 acres located on Hwy 501 (PIN 326-00-00-0024) and rezone from the Horry County High Bulk Retail RE4 (High Bulk Retail) and Horry County CFA (Commercial Forest Agriculture) district to the City of Conway Light Industrial (LI) district.

#### **BACKGROUND:**

Pinnacle Storage of Conway LLC owns approximately subject property on Hwy 501 near Old Dunn Ln. The property is split-zoned, with approximately 11.8 acres, including the highway frontage, zoned RE4 (High Bulk Retail), and the remaining acreage zoned CFA (Commercial Forest Agriculture). Pinnacle has applied through Horry County for permits to construct five proposed self-storage units to be constructed on the property. Horry County staff reviewed the application, noting that the property was not adjacent to the City of Conway at the time of application, and proceeded toward permitting. The owners have held meetings with County staff and adjusted their site plan based on County regulations.

The proposed storage complex is now adjacent to property owned by the Hardee family that was annexed in June. The owners' representatives have reached out to City of Conway staff to ask for consideration that would allow them to continue in the approved plan and not lose the many weeks of work that has been done to date.

#### **CITY COUNCIL**

#### Discussion item at the June 6, 2022 Council meeting

At the June 6, 2022 mtg., City Council recommended the following course of action:

- Conway staff will process the annexation agreement through the 1<sup>st</sup> reading, and recommend that the City Council hold the 2<sup>nd</sup> reading until the Certificates of Occupancy have been issued for the buildings currently under permit.
- Kym (Conway Zoning Administrator) will work with the County's Planning & Zoning Dept. on site reviews starting as soon as this accommodation is approved by Council, to ensure it will meet the city's codes as well as the County's. Building Code inspections will be done by Horry County Code Enforcement.
- Once Conway staff has been notified that the Certificates of Occupancy have been granted, Conway staff will bring the 2<sup>nd</sup> reading of the ordinance to the City Council for final approval.

## First Reading – July 5, 2022

City Council approved first reading of the annexation and rezoning of the property at their July 5, 2022 meeting.

## **PLANNING COMMISSION**

Planning Commission held the required public hearing on the request at their July 14, 2022 meeting and recommended approval of annexation and rezoning of the property, as requested.

## **RECOMMENDATION:**

Now that Horry County has issued the Certificate of Occupancy for the building, staff recommends approval of Final Reading of Ordinance #ZA2023-12-04 (B).

## **ORDINANCE #ZA2023-12-04 (B)**

AN ORDINANCE TO ANNEX APPROXIMATELY 20.7 ACRES OF PROPERTY LOCATED ON US HWY 501 (PIN 326-00-00-0024), AND REQUEST TO REZONE FROM THE HORRY COUNTY HIGH BULK RETAIL (RE4) AND COMMERCIAL FOREST AGRICULTURE (CFA) DISTRICTS TO THE CITY OF CONWAY LIGHT INDUSTRIAL (LI) 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 20.7 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 20.7 acres of property located on US Hwy 501 (PIN 326-00-00-0024) and request to rezone from the Horry County High Bulk Retail (RE4) and Commercial Forest Agriculture (CFA) districts to the City of Conway Light Industrial (LI) district.

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

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

The property is admitted as City of Conway Light Industrial (LI) area under the zoning laws of the municipality.

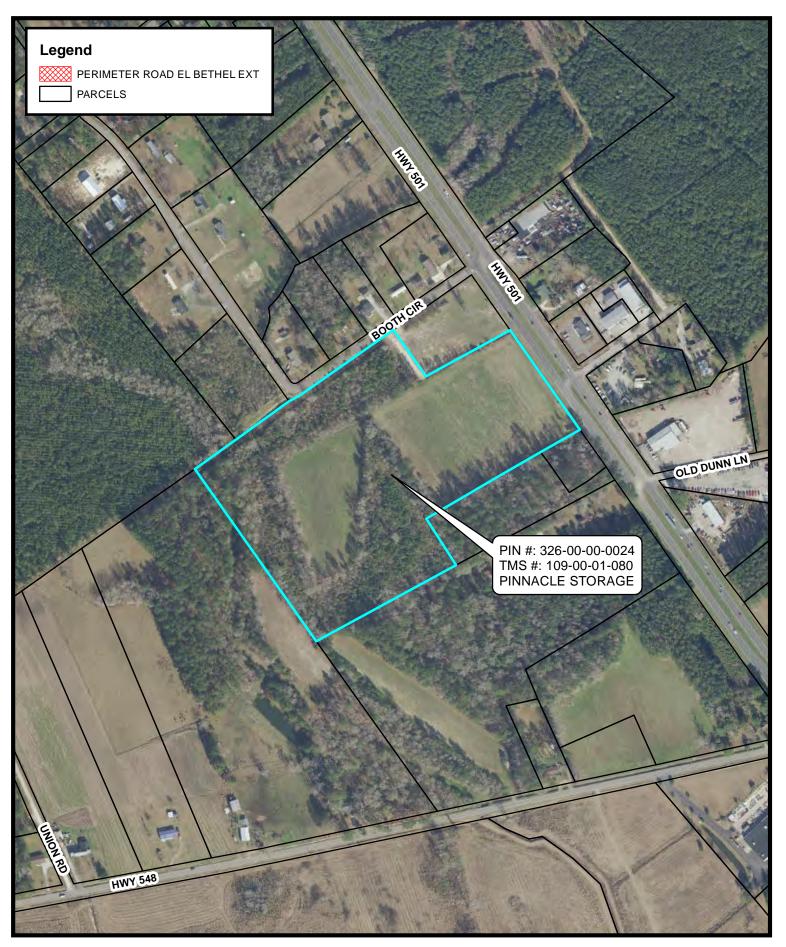
## **SECTION 3. EFFECTIVE DATE:**

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, 2023.		
Barbara Jo Blain-Bellamy, Mayor	Justin D. Jordan, Mayor Pro Tem	
K. Autry Benton, Jr., Council Member	Amanda Butler, Council Member	
William M. Goldfinch IV, Council Member	Beth Helms, Council Member	
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk	
First Reading:		
Final Reading:		

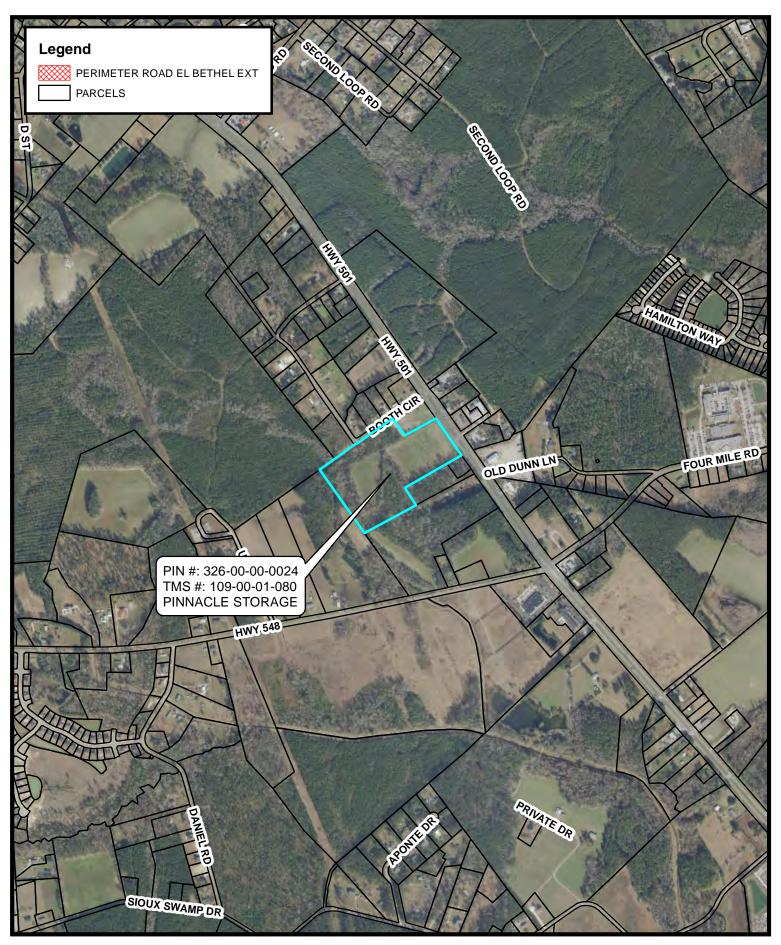
of





PIN #: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE

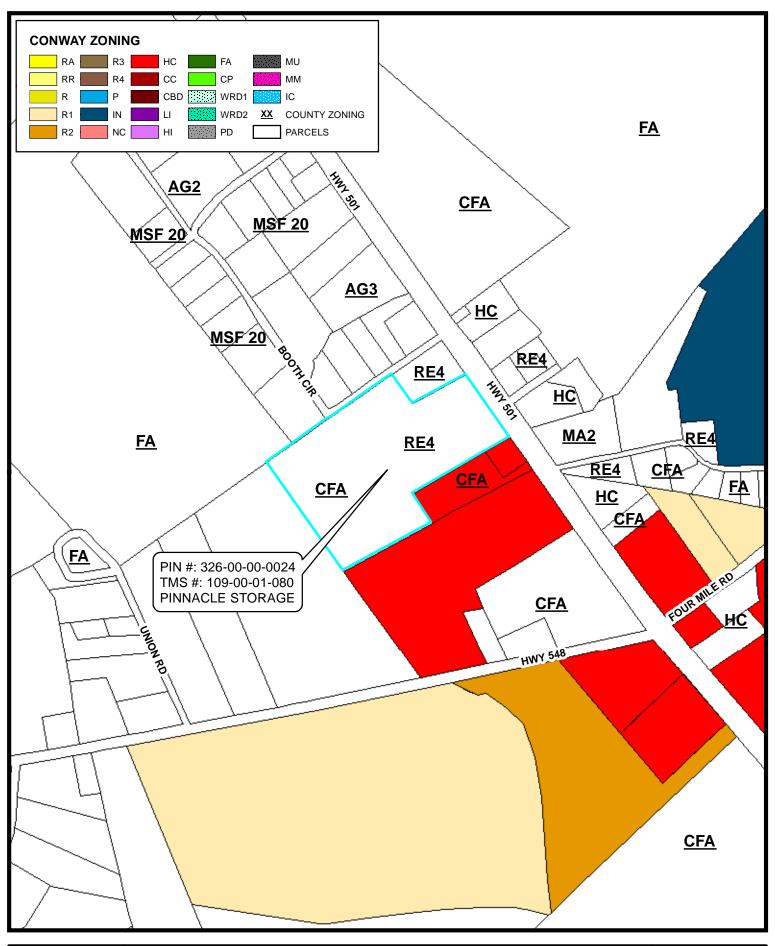






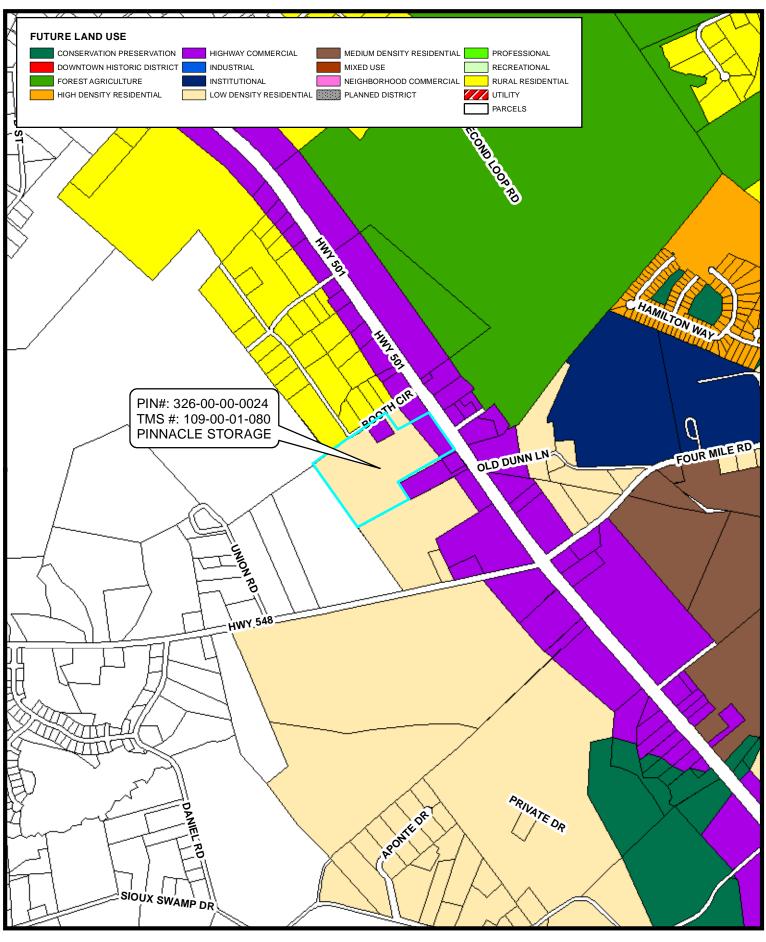
PIN #: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE





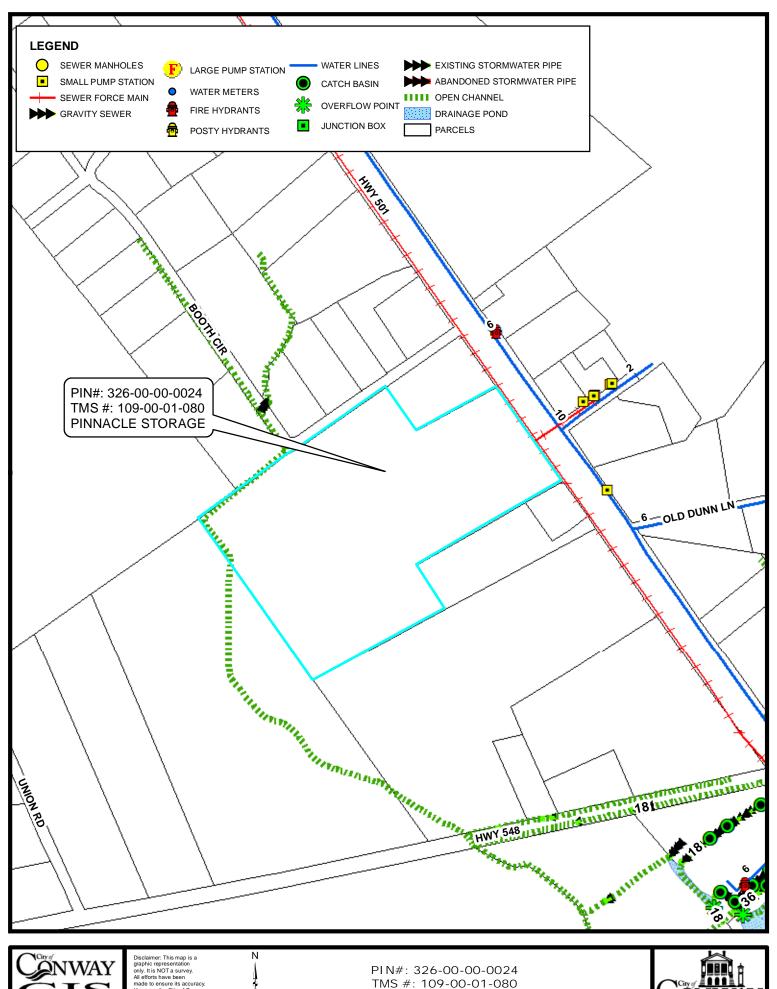


PIN #: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE





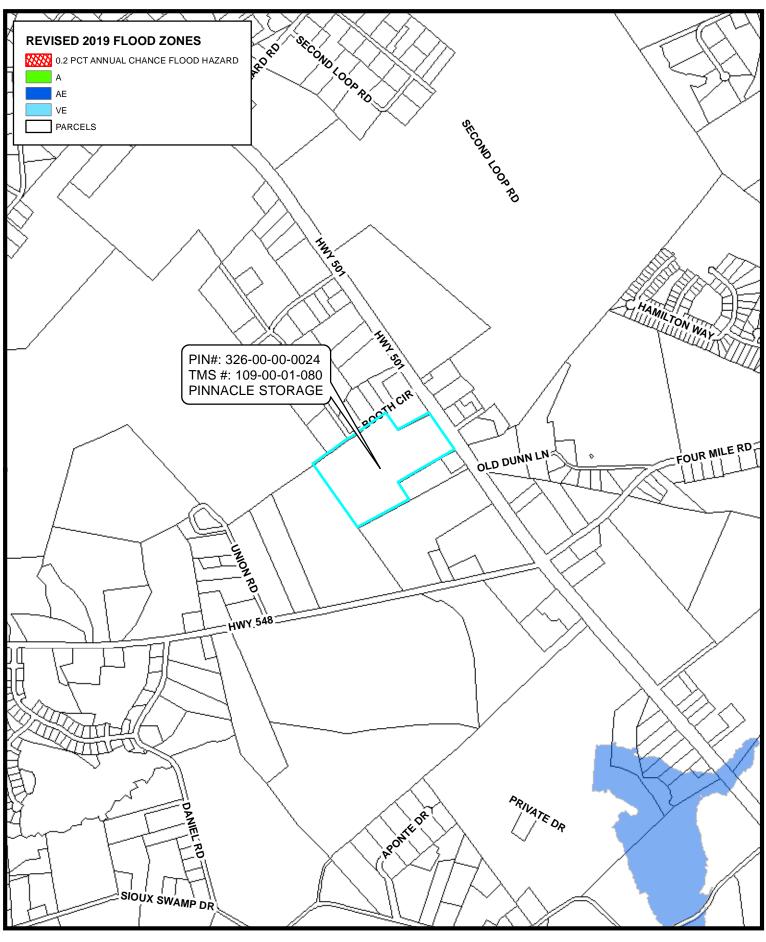
PIN#: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE





PIN#: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE







PIN#: 326-00-00-0024 TMS #: 109-00-01-080 PINNACLE STORAGE **Light Industrial (LI):** The intent of the LI District is to provide areas for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution and retailing while ensuring adjacent and nearby properties are not adversely impacted.

F	PERMITTED CONDITIONAL				
Conservation Area	Photography Sale & Studio	Accessory Dwelling			
Fishing	Bookstore	Community Support Facility			
Passive Open Space	Tobacco Shop	Outpatient Treatment Facility			
Recreational Facility	Hardware Store	Dry Cleaner (with drive-thru)			
Acricultural Crop	Musical Instrument Sales & Repair	Doggie Daycare/Spa			
Tree Farms	Pet Supply, Pet Grooming	Produce Stand			
Athletic Fields	Music Store	Car Wash & Detailing			
Vocational, Trade School	Stationary Shop	Adult-Oriented Establishment			
Fire & Police Station	Video Rental Store	Armory			
Accounting Firm	Gas & Service Station	Bail Bonds Establishment			
Administration Office	Optical & Hearing Center	Body Piercing Shop			
Advertising Agency	Appliance Sales & Service	Manuf & Modular Home Sales			
Architect's or Land Development	Big Box Retail Store	Mobile Vending			
Brokerage Firm	Boat Sales	Pawn Shop			
Consulting Firm	Boat Service	Portable Storage Unit			
Employment Agency	Computer Sales & Service	Mini Storage Unit/Warehouse			
Engineering or Surveying	Copying Center, Print Shops	Tattoo Parlor			
Financial Institution	Discount Store	Veterinarian/Animal Clinic			
Insurance Sales	Fabric Shop	Research Facility			
Law Firm / Attorney Office	Furniture Repair & Upholstery	Science Laboratory			
Real Estate Office	Furniture Store & Showroom	Custom Manufacturing			
Secretarial Service	Jeweler	High Technnology Industry			
Travel Agency	Leather Shop	Limited Industrial			
Charitable Institution (Office)	Package Store, Liquor Stores	Microbrewery			
Government Office	Shoe Store	Building Supply Lumber Yard			
Religious Institution Office	Sign Shop	Warehousing			
		Wholesaling, Storage, &			
Clothing Alterations	Auto Accessory Store	Distribution (light)			
Dance/Fitness Studio	Automobile Dealership	Agricultural Processing			
Dry Cleaner (no drive-thru)	Rental Car Agency	Manufacturing, Processing			
Shoe repair	Truck & Auto Repair Service	Meat Processing			
Bakery	Building Supply, Equipment Sales	Tattoo Parlor			
Butcher Shop	Office Supply Store	Cellular/Wireless Comm Tower			
News Stand	Paint, Wallpaper, Flooring Supply & Sales	Public Utiltiy Facility			
Bars, Tavern, Nightclub	Fitness Center, Athletic Club	Recycling Center			
Bridal, Formal Wear Shop	Hotel, Motel, Inn				
Clothing Store, Specialty Shop	Private Club	PERMITTED AS ACCESSORY			
Antique Store	Sporting Goods	Green House			
Artist's Studio & Gallery	Passenger Facility (transit stop, station)	ATM Bank Machine			
Frame Shop					
Gift Shop					
Hobby/Craft Shop					



# PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	_

City of Conway Planning Phone: (843) 488-9888
Department 196 Laurel Street, 29526 Conway, South Carolina

www.cityofconway.com

#### **Instructions:**

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department
- Provide digital copy of deed and survey/plat with these forms

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	ON:		
PIN:	ACREAGE:		
PROPERTY ADDRESS:			
PROPERTY OWNER MAILING ADD	DRESS:		
PROPERTY OWNER TELEPHONE N	NUMBER:		
PROPERTY OWNER EMAIL:			
APPLICANT:			
APPLICANT'S EMAIL:			
IS THE APPLICANT THE PROPERT	Y OWNER? CIRCLE: YES	NO	
<i>IF NOT</i> : PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDIGNING RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional sheets if necessary)			
X	×	DATE: X	
(Print)	(Signature)		
(Print)	(Signature)	DATE:	



# PETITION FOR ANNEXATION

Staff Use	e Only
Received: BS&A #:	

Is there a structure on the lot: Structure Type:
Current Use:
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES NO
If yes, please explain and provide a copy of covenant and/or restriction.
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 DIRECTOR AT THE CITY OF CONWAY.

ahardin@cityofconway.com



# Zoning Map Amendment Application

Staff Use Only	
Received:	
RS& A # ·	

Incomplete applications will not be accepted.

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. R-1 rezoning requests will not be charged a fee. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY:	FEE PAID ()YES ()NO
AREA OF SUBJECT PROPERTY (ACREAGE):	PIN:
CURRENT ZONING CLASSIFICATION:	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:	
REQUESTED ZONING CLASSIFICATION:	
NAME OF PROPERTY OWNER(S):	
	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
****************	*******************
I (we) the owner(s) do hereby certify that a Amendment Application is correct.	Ill information presented in this Zoning Map
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

# LETTER OF AGENCY

RE:	E: PIN# 3260000024	
	Project name: Pinnacle Storage	
	Property Address: Near Highway 501 off of Boo	oth Circle
	Property Owner: Mickey Howell	
my ag	connection with above referenced property, I hereby appoint the by agent for the purpose of filling such applications for project approper.  Authorized Agent: G3 Engineering & Surveying	oval, as they deem necessary and
	Agent/Business Address: 24 Commerce Drive	,
	Agent/Business Address:	
	Imi Bobert	tm. High
Witne	Property Owner Property Owner	er (Please Print Full Name) er Signature
	Date	117/1

DATE: DECEMBER 4, 2023

ITEM: VIII.A

## **ISSUE:**

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

## **BACKGROUND:**

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

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

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

## Warden Station PD – Intent and Purpose

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

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

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

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

## **Project / Request Overview:**

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

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

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

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

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

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

#### Wetlands / Flood Zones

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

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

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

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

## **Current Zoning of Property**

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

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

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

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

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

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

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

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

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

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

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

## Water / Sewer Availability

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

## **COMPREHENSIVE PLAN:**

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

The county's current Comprehensive Plan was adopted in 2019. The Future Land Use Map was developed based on a strategy of public input and geo-spatial analysis. Public input included hearings in front of Planning Commission and County Council, as well as a community survey, open houses held throughout the county, and a land use workshop held in May 2018. Framework for the future land use map included development trends, existing land use, planned infrastructure, natural assets, priority conservation areas, and environmental constraints.

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

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

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

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

## **Development Schedule**

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

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

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

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

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

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

		Institutional uses: civic/fraternal/social associations; schools (private); specialty schools
PIN 381-08-01-0006	Community Retail	Residential uses: Multifamily dwellings; Quadraplex dwellings;
(Hwy 701 S, Pitch Landing Rd, & Wildair	Services (RE2)	townhomes
Circle)		Lodging & Transient Accommodation uses: hotel/motel
Cheley		Animal Facility uses: animal services
		Repair & Service uses: repair services; car wash
		Indoor Amusement uses: auditorium/theater
		Medical uses: medical offices & clinics
		<u>Professional uses:</u> banks/savings & loan; barber shops/beauty salons; commercial cemeteries / mausoleums; community & personal services; laundromats, coin operated / dry cleaners store & pick up station (excluding industrial launderers); office uses (administrative, business, general purpose, professional); therapeutic massage
		Retail uses: bait & tackle shops; grocery stores; retail
		High Bulk Retail uses: LP Gas (bottled gas) dealer less than 1,000 gallons
		Other Commercial uses: ATM & ice vending machines (freestanding); commercial centers; gas stations; restaurants/bars
		Institutional uses: civic/fraternal/social associations; specialty schools
DDI 201 00 04 0000 0		
PIN 381-08-04-0009 & - 0010 (Hwy 701 S)	Commercial Forest Agriculture	See list previously provided
0010 (IIWy 701 B)	(CFA)	

## **PREVIOUS PLANNING COMMISSION MEETINGS:**

## May 4th Planning Commission:

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

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

## **July 13th Planning Commission:**

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

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

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

## August 3rd Planning Commission:

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

## **September 7th Planning Commission:**

Planning Commission recommended approval of annexing the property known as the Warden Station as a Planned Development (PD), with staff's recommendations or requested revisions. The motion passed with 2 members voting no.

#### **CITY COUNCIL:**

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

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

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

## **STAFF RECOMMENDATION:**

Provided that all of staff's comments have been or will be addressed to the satisfaction of the Technical Review Committee (TRC) and *prior to final reading*, staff recommends approval of **First Reading of Ordinance** #ZA2023-10-02 (B).

#### **Attachments:**

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

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

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

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

#### **SECTION 1. FINDINGS:**

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

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

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

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

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

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

#### **SECTION 3. EFFECTIVE DATE:**

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

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

RATIFIED BY CITY COUNCIL, duly assembled, this			
Barbara Jo Blain-Bellamy, Mayor	Justin D. Jordan, Mayor Pro Tem		
K. Autry Benton Jr., Council Member	Amanda Butler, Council Member		
William M. Goldfinch IV, Council Member	Beth Helms, Council Member		
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk		
First Reading:			
Final Reading:			

### **Updated Comment Checklist (PD Narrative).**

Should Planning Commission recommend approval of annexation and rezoning, staff recommends the following revisions to the PD, identified in Section numbers that correlate with Sections in PD narrative.

Items that have been struck thru have been either removed or revised. What remains is what needs further discussion / negotiation.

## **Section 1: Purpose and Intent**

- a. Update UDO to latest edition, currently July 17, 2023
- b. **Enhancement fees**: Sanitation, Public Safety, Parks & Recreation, and Planning & Development. Amounts to be finalized by City Council, if annexation is granted. Cost analysis will assist in determining fee amounts.
- c. Multipurpose Path must be installed concurrently with the Spine Rd network, or a financial guarantee in lieu of completion be provided, subject to Council approval.
- d. All sections that discuss stormwater, stormwater maintenance, stormwater conveyance: ensure that language is clear that all stormwater will meet or exceed the requirements of the City of Conway's Stormwater Ordinance that is in effect at the time of plan / permit submittal.
- e. **5 separate roadway improvements** (as identified in the Traffic Impact Study): to be completed at such time that access is provided (from the external roadway into the project...i.e. from 701 to Kinlaw Lane, Pitch Landing Rd to Blaze Trail, etc.). Developer proposes to pay a fee in lieu of installing improvements, an amount equal to the engineer's estimated costs of such roadway improvements, and for the burden of installing such improvements to be on the City of Conway. These improvements can be stepped, but need to be installed when access is required for the project. 100% of the cost will need to be the responsibility of the developer.

**Staff comment**: Developer to be solely responsible for installation of roadway improvements that are specified in the TIA, not the City of Conway, as it is not possible to determine costs associated with required improvements, that would include ROW acquisition, legal fees, relocation of easements and utilities, permitting, and impacts to wetlands that may be incurred.

Kinlaw Lane: how does developer propose to connect the project to Kinlaw? There is a small area where the connection is on property not owned by the applicant. We cannot approve road improvements to be built on someone elses property. It must be dedicated to the city once improvements are done.

- f. Conveyance of 500+ acres of real property to City of Conway, to include:
  - Floodproof playground installation, adequate in size to accommodate number of children that would utilize playground at project buildout
  - o Installation of 4 pickleball courts
  - o Parking areas for recreational area
  - o Installation of Wildlife Refuge Trail connection, in accordance with the City's Pathway's & Trails Plan
  - o Facilities and structures (all improvements) proposed for this acreage to be installed before conveyance of property to City and before plans for any tract may occur, with the exception that a financial guarantee may be provided to guarantee installation of these improvements.

Need to ensure that the improvements and the conveyance will occur either by a certain length of time, or before so many permits have been issued, and NOT three years following the completion of the entire project. This will not be a conservation easement, but dedication of property, fee-simple, to the City.

- g. License Plate Readers / Cameras installed at each main entrance into project (3 entrances). Remove cost from PD and DA. That would be a cost to developer and could be more (or less) when installation occurs.
- h. Remove conflicting language concerning number of permits to be issued for installation of roadway improvements. There are several different numbers provided. Remove 13 (c) and 13 (c) (iv).
- i. Wildlife Refuge Trail should be its own enhancement. Not all appears to be within the acreage to be conveyed to city. Specify trail details (materials) and locations.
- i. Remove notes or references to Perimeter Rd and SELL
- k. Clarify what improvements the City would need to be responsible for on Kinlaw Lane.

#### Section 2: Legal Description

## Section 3: Project Developer & Title

#### **Section 4: Master Site Plan**

- a. Provide a total gross v. net density across all residential acreage in project
- b.—Notes 4, 5 and 6: permitted uses are provided in these notes. Is a separate chart or table for permitted uses necessary, except maybe to list prohibited uses? Applicant to work with staff on fine tuning the uses for each tract.

## **Section 5: Development Description**

- a. Some of the paragraphs in this section could be deleted or moved to DA
- b. Proposed uses for subject parcels (Table 1):
  - Clarify what Type A, B, C, D mean. Is this necessary?
  - Consider removing commercial square footage
  - Tract O: almost all (if not all) of Tract O is in the AE flood zone. Limit uses on this tract. Flood damage prevention standards will apply.
  - Lot widths in this table (Table 1) are different than what is provided on Table 2 of document.
- c. Remove any reference to utilities (water/sewer) being dedicated to the City.
- d. Remove any reference to Tri-plex or Quadraplex homes
- e. Remove sentence "style of each neighborhood being reflected in the appendices attached to this PD document" there are no styles in appendices.
- f. Recreational acreage to be conveyed to City (with improvements) should be done at one time, preferably once all improvements are installed, but a financial guarantee can be provided in lieu of all improvements being installed for a period of 1 year. Need language as to when the City can expect the improvements to be installed and when the property will be conveyed to the city (but after installation of improvements). This should occur within a certain timeframe or on or before the issuance of a certain number of permits to be determined by Council.
- g. Table 2: Proposed Dimensional Standards:
  - PD perimeter buffer: setbacks would not be from the buffer, but could be within the buffer, except where the buffer exceeds the setback, in which case, the buffer is the setback.
  - Clarify how impervious surface ratios are being determined

 Will standards for each single-family "type" be applicable to fee simple and in-common developments? You may want to look at adding different standards if developed in-common v. feesimple.

#### Section 6: General Development Standards Throughout the PD District

- a. Is the square footage of the commercial necessary to include? Setbacks, buffers, max building heights, etc. will determine size of structures for each commercial tract.
- b. Staff would prefer simplification of permitted uses. Would rather list uses that would be prohibited.
- c. Conditional uses: uses could be adopted that are not currently in the UDO. I would not want the PD to be limited to what the UDO currently allows as a conditional use, which would essentially prohibit future uses that could be adopted as a conditional use in an HC or LI zoning district.
- d. Additional Commercial Uses: locations for such uses, as specified, would not be permitted on Tract K.
- e. **Decks & Promenades**: will docks/piers be added to the stormwater ponds throughout the project? Please identify where. In order for ponds (water surfaces) to count towards open space requirements (max of 25%), a fountain or dock/pier must be installed.
- f. Definitions for zoning districts: add "for reference only".
- g. Design Standards: should be compliant with the design standards that are in effect at the time of plan/permit submittal, not at the time of adoption of the PD. It would be too difficult for staff to determine years in the future what standards to apply, unless they were adopted as part of the PD and specified. Since they are not, design standards for all structures residential or commercial, must be compliant with the UDO that is in effect at the time of plan/permit submittal.
- h. Temporary Uses: unless specific temporary uses can be specified, staff recommends removing this section.
  The UDO and the Building Code will take precedent.
- i. Change of one permitted use to another permitted use: this section was added for conversion of in-common developments to be fee-simple, and staff determined that it would not be possible to do so outside of a horizontal property regime (HPR) or unless parcels were designed ahead of time with the intent that the units would eventually become fee simple in the future, so this section cannot be supported by staff.
- j. Development activity, clearing and grading: Stormwater and erosion control measures will need to meet or exceed the requirements of the City's Stormwater Ordinance that is in effect at the time of plan/permit submittal. Specific language previously provided.
- k.—The City's tree preservation ordinance: currently in process of being rewritten and adoption of the revised ordinance will be adopted in the City's UDO and removed from general code. Remove reference from Ch. 4 of the Code of Ordinances.
  - Additionally, ADD section in PD and DA that specifies that a tree survey shall be provided for each tract within the PD at the time of civil plan submittal (before disturbance of any land) for such tract/area proposed to be developed. No clearing/grading/development will occur until staff has verified that no protected trees will be removed and/or that such removals are property permitted and mitigation is provided for such removals in accordance with the standards of the Tree Preservation Ordinance that is in effect at the time of plan submittal.
- I. **Signage**: specify "tracts" instead of commercial "types" so that it is clear "where" a sign easement is possible, or show easement locations on Master Site Plan.

- m. **Buffers**: refers to "buffer plan". This is too vague. *Missing*: landscape buffers for different uses. Staff recommends simplification. To PD narrative, add:
  - o PD Perimeter Buffer requirements
  - Landscape buffers and specifics (i.e. plantings)
  - Buffer requirements within residential developments (i.e. single-family detached v. multifamily v. townhomes)
  - Buffer requirements for commercial properties/tracts (for property boundaries not required to have a perimeter buffer)
  - Double frontage of lots prohibited. Landscape buffers will be required to prevent double frontage,
     a minimum of 10' in width and Type B buffer plantings, per the UDO.

#### n. Design modifications:

- o Mod. 1: Kinlaw Lane. A detailed plan showing proposed modification needs to be added as an appendix in PD.
- o Mod. 2: Needs clarification. Not sure this is necessary.
- Mod. 3: Buffers, street trees, and sidewalks not required on certain sections of roadways (as provided in PD). Need clarification on buffers along Kinlaw Lane.
- o Mod. 4: to allow spine road to count towards the requirements for access points for all proposed tracts until secondary connections are required. This is likely a Fire Code issue.
- Mod. 5: Temporary block lengths needs clarification. Is this necessary if only temporary?
- o Mod. 6: Max number of unit's access from a single road internal to parcels to be increased to 50 units where future spine road extensions provide the min. requirements of UDO. Fire Code issue.
- Mod. 7: max number of units off of a single access at full buildout within parcel E/J shall be increased to 50 units. Fire code issue. However, the master site plan shows multiple points of access.
- Mod. 8: should parcel H be developed prior to Parcel G, number of units off a single point of access shall be waived as long as future roadway connection to parcel G is provided. Fire code issue, but not sure this modification is necessary given that the site plan shows appropriate number of access points.
- Mod. 9: each lot shall front a public street, but parcels developed as attached single-family to allow variable width access and utility easements to access the units. Staff cannot support. Fire Code does not permit exemption.
- Mod. 10: sidewalk installation along roadways to be installed on each street based on criteria designated in the cross-walk sections on Ex. VII. Staff comments:
  - Why can't sidewalks be installed on both sides of local streets where there is no trail system proposed?
  - Verify that curb/gutter will be installed on collector/minor arterial / major arterial roads. What will the materials be for the multipurpose paths?
  - Sidewalks are required to be installed on the outside perimeter of the project as well (i.e. Pitch Landing rd/Hwy 701) that have frontage along such exterior roadways...applicable when development of such tracts occur.

#### **Section 7: Residential Regulations**

a. Residential Design Standards: add "in effect at the time of plan and/or permit submittal" to end of sentence.

#### Section 8: Commercial Regulations

a. Add similar sentence as provided for residential design standards. See below:

"All commercial development within the PD shall comply with the City's Non-Residential Design Standards, and where applicable, the requirements of the Gateway Corridor Overlay (GCO)".

#### **Section 9: Maintenance and Control**

a. Sentence should end after "public". The City does not allow access easements in lieu of meeting frontage requirements for development or private roadways. Remove any reference to private roadways or rights of way within this section and the entire PD.

#### **Section 10: Construction Schedule**

- a. Phasing covered in earlier section of PD
- b. "...various phases of PD may be developed in non-numerical order..." Improvements required to provide proper access to individual phases, regardless of where they are located. No gaps in connections of the spine road will be permitted with a financial guarantee and approval by TRC.

### **Section 11: Offsite and Streetscape Improvements**

- a. **Traffic improvements outside the boundaries of the project** may be required, including ROW connections to existing public roadways, in accordance with the requirements of the regulations of the regulatory body having jurisdiction over the respective roadways, as shown in the exhibits of the PD ordinance, and prior to the date in which 600 total permits have been issued for the project.
  - Staff needs clarification, as this seems to imply that the City will be responsible for installing required ROW connections and must do so before the 600-permit threshold is reached. Also conflicts with other sections of the document.

## Section 12: Amendments and Enforcement

- a. "...amendments to the PD district shall be determined administrative, minor or major, by the Planning Director for the City."
  - Administrative should be "minor".
  - Add: major amendments require a recommendation from Planning Commission and approval by City Council.

#### **Appendices**

Appendix A: PD District and Documentation (exhibits). Staff would like the Master Site Plan to have its own appendix or be the first of the exhibits.

Appendix B: Project Aesthetics. This should be removed, since the Pattern Book is no longer included for consideration by the applicant. Can this be the DA instead?

Appendix C: Reports and Addendums. Traffic Impact Study should be its own appendix.

Staff recommends adding Appendices for:

- Wetland delineations/letters
- Design modifications
- Development agreement
- Acreage to be conveyed to city and improvements

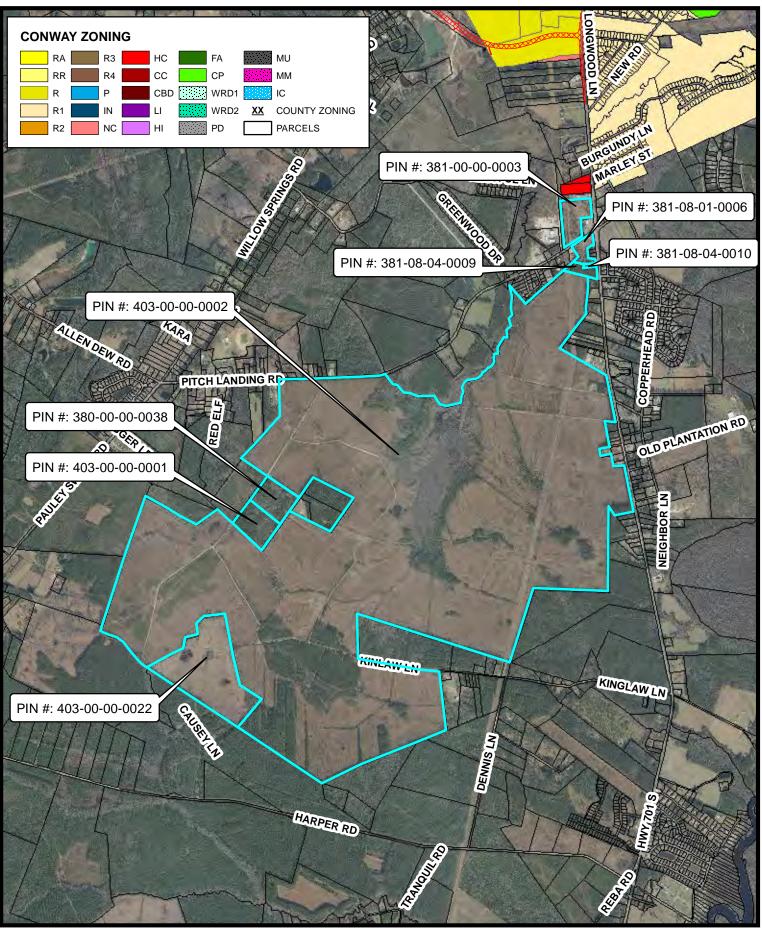
**Additionally**, ensure that appendices match those mentioned throughout the PD narrative and development agreement.

# **OTHER** (comments/recommendations from staff)

Add section, as previously requested, for: Flood Damage Prevention Ordinance.

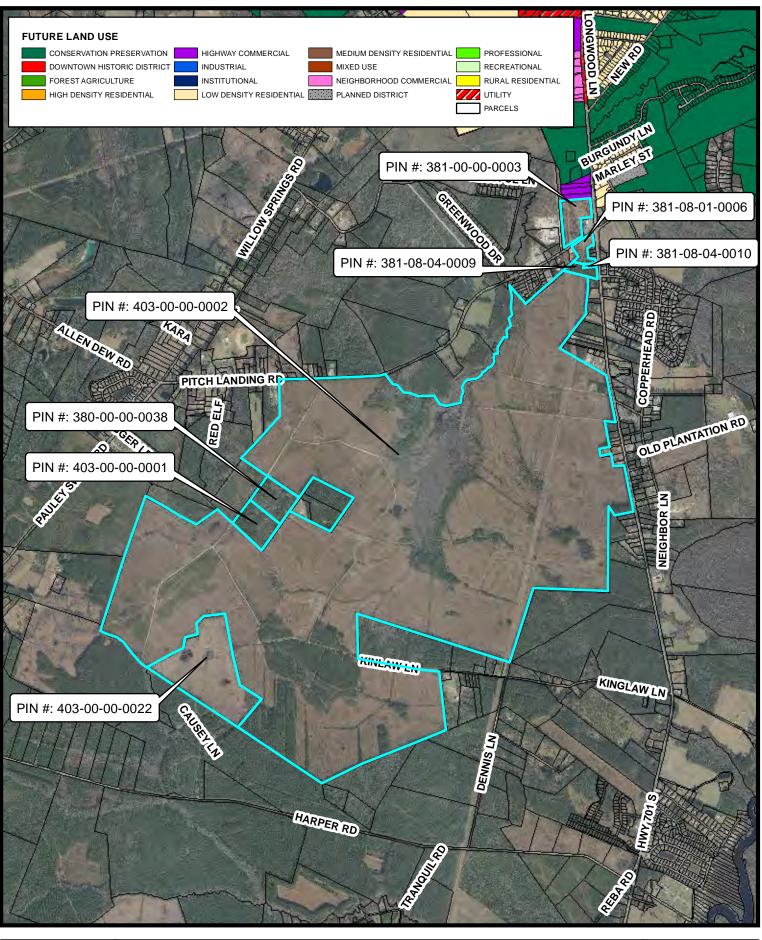
Add section for Gateway Corridor Overlay (GCO) and which properties are subject to these standards

**Add Open Space Standards**. Staff needs to review acreage being provided in each tract along with water surface percentages to be included as part of open space, whether ponds will contain docks/fountains and an open space table. Then, staff can determine if a design modification for open space standards is necessary.



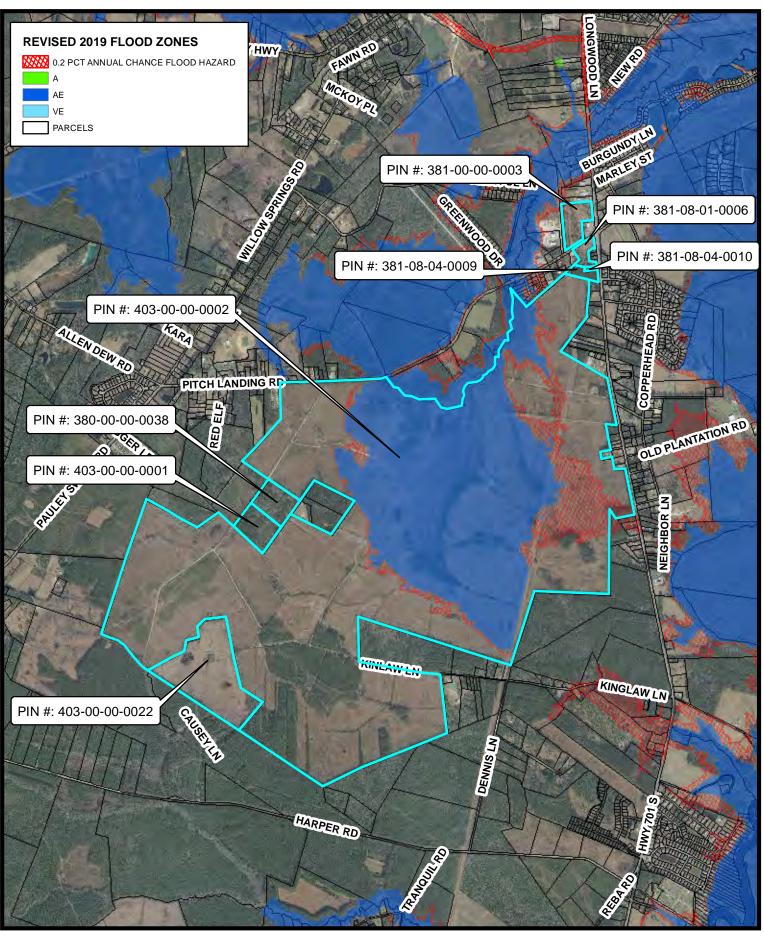






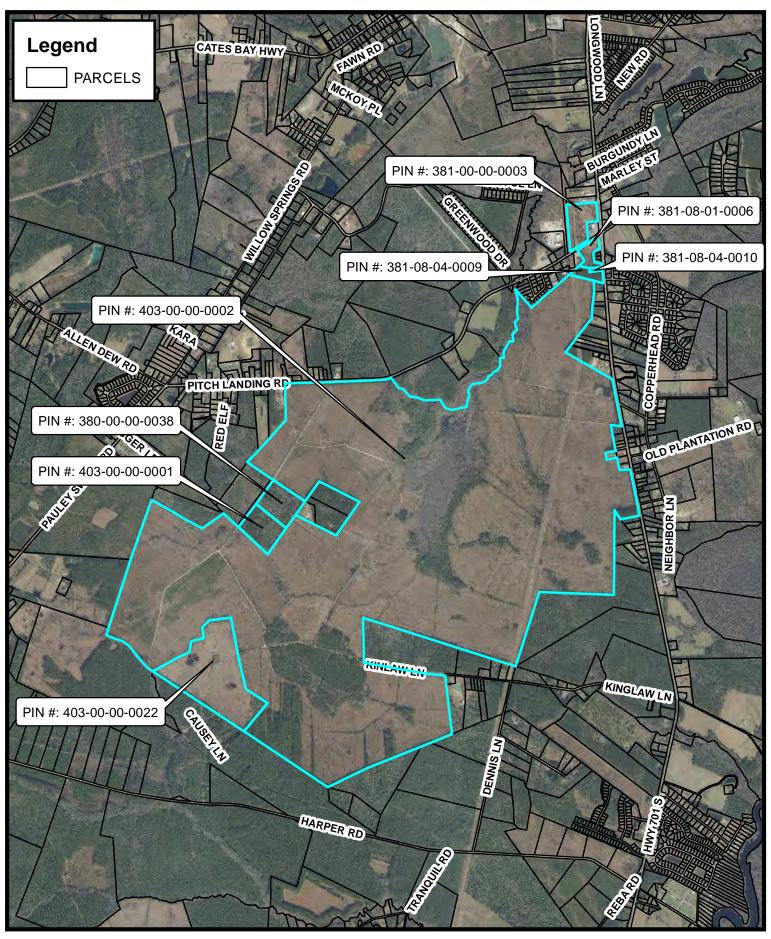


















A written project description of

# WARDEN STATION PLANNED DEVELOPMENT DISTRICT (PD District)

April 5, 2023 Latest Revision: September 14, 2023

### Prepared by:

Robert S. Guyton, P.C. 4605 B Oleander Drive, Suite 202 Myrtle Beach, SC 29577 (843) 839-2100

And

G3 Engineering & Surveying, LLC 24 Commerce Drive Pawleys Island, SC 29585 (843) 237-1001

### PD DISTRICT DOCUMENT TABLE OF CONTENTS

### PD DISTRICT NARRATIVE

Section 1: PURPOSE AND INTENT STATEMENT

Section 2: LEGAL DESCRIPTION

Section 3: PROJECT DEVELOPER AND TITLE

Section 4: MASTER SITE PLAN

Section 5: DEVELOPMENT DESCRIPTION

Section 6: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE PD

**DISTRICT** 

Section 7: RESIDENTIAL REGULATIONS
Section 8: COMMERCIAL REGULATIONS
Section 9: MAINTENANCE AND CONTROL
Section 10: CONSTRUCTION SCHEDULE

Section 11: OFF-SITE AND STREETSCAPE IMPROVEMENTS

Section 12: AMENDMENTS AND ENFORCEMENT

**APPENDICES**: (Submitted by Separate Supplement)

**Appendix A**: Master Site Plan

**Appendix B:** Additional PD District Documentation

- (I) <u>Existing Conditions</u> (a) Boundary Survey, (b) Wetlands and Topography, (c) Downstream Analysis, (d) Aerial, and (e) Existing Zoning.
- (II) <u>Buffer Plan</u>
- (III) Open Space Plan
- (IV) Stormwater Management Plan
- (V) <u>Transportation Plan</u>
- (VI) Traffic Hierarchy Plan
- (VII) <u>Utility Plan</u> (a) Potable water, (b) Sanitary Sewer
- (VIII) Flood Zone Overlay

**Appendix C**: City Recreation Acreage Exhibit

**Appendix D**: Project Traffic Report

**Appendix E:** Threatened and Endangered Species

**Appendix F**: Wetlands Letters

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

### SECTION 1: PURPOSE AND INTENT STATEMENT

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

- A. Flexibility in design to take the greatest advantage of natural land, trees, historical and other features;
- B. Accumulation of large areas of usable open space for recreation, preservation of natural amenities, and provision of community facilities;
- C. Creation of a variety of residential and compatible neighborhood arrangements that give the home occupant greater choice in selecting types of environment and living units;
- D. Clustering of one residential type for better use of the land and open space;
- E. Allowance of sufficient freedom for the developer to take a creative approach to the use of land and related physical development, as well as utilizing innovative techniques to enhance visual character of the city;
- F. Efficient use of land which may result in reduction in development and maintenance cost of street and utility systems;
- G. Simplification of the procedure for obtaining approval of proposed development through simultaneous review by the city of proposed land use, site consideration, lot and setback consideration, public needs and requirements, and health and safety factors [City of Conway Unified Development Ordinance Adopted July 17, 2023].

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

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

- 1. The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 100', including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100' in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60', and the roadway improvements thereon (the "Spine Road"), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be completed within such respective subdivision until such portion of the Spine Road has been completed. Notwithstanding any other provision herein, the Developer shall install, as a part of the initial Spine Road installation, not less than Two (2) lanes, along the entire corridor of the Spine Road, such that the PD will have not less than Two (2) means of access on or before the recording of the first final plat for any subdivision within the PD.
- 2. A sanitation service enhancement fee in an amount equal to \$\_\_\_\_\_ per residential lot or residential unit (individually a "<u>Residential Units</u>" and collectively "<u>Residential Units</u>"), and \$\_\_\_\_\_ per 1,000 square feet of commercial space (individually a "<u>Commercial Unit</u>" and collectively the "<u>Commercial Units</u>"), which shall be payable at the time of building permit application.
- 3. A public safety enhancement fee in an amount equal to \$\_\_\_\_\_ per Residential Unit, and \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application. The purpose of the public safety enhancement fee is to offset the additional costs anticipated to be incurred by the City as a result of the PD, including the addition of Four (4) police officers, One (1) detective, Five (5) additional police vehicles, and the costs of required equipment for each of such police officers and police vehicles.
- 4. A parks and recreation enhancement fee in an amount equal to \$\_\_\_\_\_ per Residential Unit, which shall be payable to the time of building permit application.
- 5. A planning and development service enhancement fee in an amount equal to \$\_\_\_\_\_ per Residential Unit, and an amount equal to \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application.
- 6. The installation of a multi-purpose path of 8' in width on one side of the road, and a 5' sidewalk on the opposite side of the road, following the internal Spine Road, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path or sidewalk is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-purpose path and/or sidewalk shall be bonded for completion, in accordance with the bonding requirements of the City. The

installation of this path must be in accordance with the City's Pathway's and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.

- 7. As a requirement, the installation of at least One (1) new sewer pump station on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water & Sewer Authority ("GSWSA"), or such other agency then providing sanitary sewer service to the Subject Parcels.
- 8. Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.
- 9. The installation of roadway improvements to Five (5) separate roadway intersections, three (3) existing roadway intersections, and Two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the Transportation Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit VII. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may (i) acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements and provide access to Developer for the installation of such improvements, or, (ii) in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer's estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the city, with the City then having the burden of installing such roadway intersection improvements at a time and under the conditions as determined by the City to be reasonable. The respective roadway intersections must be completed on or before the time on which any subdivision within the PD which is accessed by way of such roadway intersection is completed, as evidenced by the recording of a final plat, or by recording of a master deed creating any in-common units, together with any utilities which are to provide service to such subdivision within the PD. The intent of this provision is to insure that either (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements have been paid to the City by the Developer, to the extent not previously completed by Developer, with each of such roadway intersection improvements being completed on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such

- roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.
- 10. Conveyance to the City of approximately 500 acres of real property, shown and delineated on the Master Site Plan (the "City Recreation Acreage"), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit IV, which City Recreation Acreage may be conveyed in one or more parcels, each 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, Developer shall have completed, caused to be completed, or bonded for future completion, in accordance with the typical bonding requirements of the City, the following improvements, each to be shown on the Open Space Plan:
  - (a) Installation of not less than Four (4) pickle ball courts;
  - (b) Installation of a floodproof playground, adequate in size to accommodate the number of children anticipated to use such playground at the completion of the PD;
  - (c) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
  - (d) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD.
  - (e) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and ponds at the sole cost and expense of Developer.
  - (f) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City's standard procedures for bonds and financial guarantees.
- 11. Installation of a Wildlife Refuge Trail connection, in accordance with the City's Pathway's and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction, Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage.

- Developer and City recognize the public benefit of tree 12. Tree Preservation. preservation, and therefore agree that, a tree survey shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved, in accordance with
- 13. Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras, which capture identification of each vehicle entering the PD. The following represent the ongoing costs of such license plate readers or cameras, which costs shall be paid by Developer, or, any property owners association to which Developer assigns the rights and obligations of maintenance, which costs per camera are to be determined at the time of acquisition, including both acquisition costs and monthly cellular fees, if any.
- 14. Developer shall install speed control devices along the Spine Road, in the form of traffic circles, in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.

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

- 15. It is the specific intent of this PD document ("PD Document" or "PD **District Document**") approved by the City on or about the , 2023, to create and maintain an interconnected pedestrian and active lifestyle driven residential community which includes a variety of single family areas, a limited number of commercial areas, open spaces, common areas, and amenities, including parks, recreational and passive spaces, which are together referred to as "Warden Station **PD District**" (the "*Project*"), in accordance with the City's UDO, which are specifically addressed as follows:
- (1) The proposed land uses within the PD are a combination of various residential uses consisting of approximately 1,628.57 Acres, including single family detached homes, single family subdivided attached homes ranging from Two (2) to Eight (8) homes per individual building, mid-rise multi-family condominiums, mid-rise multi-family apartments, and mid-rise multi-family apartments with elevators, which, dependent upon the product, may be offered for sale or rent, or a combination of both, together with those amenities and recreational facilities as set forth herein. The commercial component of the PD consists of approximately 136.76 Acres, which may include many different commercial uses which would typically be associated with a development of this scale, such uses being set forth herein. The proposed land uses for the Project were selected in an effort to compliment and blend with the existing surrounding uses, while exemplifying the primary components of the active lifestyle market for both families and retirees. The proposed gross and net densities for the PD are set forth on the Master Site Plan Summary Table below.

- (2) Connections between the PD and the surrounding roadways are designed to enhance both the interconnectivity and the usability of U.S. Highway 701, Pitch Landing Road and Kinlaw Lane and to allow residents to safely travel along the interior of the Project from neighborhood to neighborhood with minimal impact to adjoining neighborhoods outside of the PD.
- (3) Pathways adjacent to public rights-of-way, and pedestrian and bicycle connections reflected on the Master Plan to be constructed within the PD provide for safe and accessible travel for pedestrians and bicycles.
- (4) The variety of housing products provided within the PD are intended to appeal to single adults, working families, pre-retirees, early retirees and late in life retirees by providing opportunities for home ownership at a variety of price points.
- (5) Streets follow the City's design standards, except to the extent revised standards are included within the PD District Appendices, reflecting a revised design standard, and where varied, consist of wider green space, and multi-purpose paths, rather than additional asphalt. Build-out demand considerations have been incorporated in the initial project design, including exterior connections from the PD to existing public roadways to avoid constricting traffic flow. Notwithstanding the above requirements, Developer and the City acknowledge and agree that the right-of-way of Kinlaw Lane, and the existing portion of Blaze Trail (driveway) do not comply with the City's design standards. To the extent improvements are required by the City to Kinlaw Lane, and/or Blaze Trail, Developer will reserve and dedicate any additional right-of-way from the Subject Parcels, at no additional cost to the City, for the City to make such improvements, at the City's expense, and at the time the City deems such improvements appropriate.
- (6) The PD incorporates both water, open space and passive amenities, among the Subject Parcels, that may include, at the election of the Developer with regards to each individual parcel, swimming pool, neighborhood clubhouse, docks, shelters and open air gazebos to encourage resident's maximization of outdoor spaces, and these improvements, to the extent included in any individual parcel, shall be for the benefit of one or more individual neighborhoods within the PD, and not as a master amenity for the benefit of the entire PD, and set forth on the Master Site Plan. Site design has been guided, and actual construction will be guided by an effort to maintain key trees and environmentally sensitive areas, to meet all regulatory requirements. All stormwater will be designed to meet or exceed the standards within the City's Stormwater Ordinance.

All development within this Project will be regulated by the terms of the master site plan, approved ordinance, the City's UDO, the Development Agreement, and other applicable codes and ordinances of the City of Conway. *The definitions applicable throughout this Document are set forth in Article 2 of the City of Conway Unified Development Ordinance.* 

### SECTION 2: LEGAL DESCRIPTION

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

### **SECTION 3: PROJECT DEVELOPER AND TITLE**

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

### **SECTION 4: MASTER SITE PLAN**

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

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

### [SEE MASTER SITE PLAN SUMMARY TABLE ON FOLLOWING PAGE]

### MASTER SITE PLAN SUMMARY TABLE

	Gross/Net (units/acre)	Other
46 lots/units	6.08/7.11	Notes 1; 2
-		Note 6
04 lots/units	4.80/6.73	Notes 1; 2
135 lots	2.38/3.01	Note 1
06 lots/units	8.01/8.67	Notes 1; 2
302 lots	2.35/2.76	Note 1
341 lots	1.91/2.58	Note 1
321 lots	1.38/2.81	Note 1
91 lots	0.59/2.28	Note 1
190 lots	2.16/2.56	Note 1
480 units	17.25/27.25	Notes 1; 2
440 units	12.64/24.82	Notes 1; 2
60 lots/units	4.03/7.84	Notes 1; 2
		Note 5
		Note 4
		Note 4
		Note 4
		Note 5
16 lots/units	Total Gross/Net Density	
1	6 lots/units	6 lots/units Gross/Net

### **Notes to Master Site Plan Summary Table:**

1. Density may be shifted between residential tracts/areas with like uses (*i.e.* single-family to single-family) may be considered a "minor" amendment to the PD, provided that the overall (total) density is not increased and remains constant, applicable to Tracts A, C, E, F, G, H, I, J, L, M and N.

- 2. Attached Single Family/Multifamily tracts/areas may be developed in-common. Development Standards for in-common development may differ from fee-simple development, applicable to Tracts A, C, E, L, M and N
- 3. Refer to Table 2 in the PD document for dimensional standards applicable to all Tracts.
- 4. Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) district, per the City of Conway's Unified Development Ordinance (UDO) shall be permitted on tracts/areas identified as Commercial (Type 1), applicable to Tracts P, Q, R and S.
- 5. Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) / Light Industrial (LI) districts, per the City's UDO, shall be permitted on tracts/areas identified as Commercial (Type 2), applicable to Tracts O and S, provided that Tract O may be used only for outdoor recreation and/or storage.
- 6. Unless otherwise specified in the PD, all uses permitted in the Neighborhood Commercial (NC) and Conservation Preservation (CP) districts, per the City's UDO, shall be permitted on tracts/areas identified as Commercial (Type 3), applicable to Tract B.

### **SECTION 5: DEVELOPMENT DESCRIPTION**

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

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

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

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

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

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

The arterial roadway providing access through the Project from U.S. Highway 701 to Pitch Landing Road, as a spine road, is anticipated to be a variable width public roadway. The interior roadways within the Project, to the extent the same meet with requirements of the City for a public roadway, are also anticipated to be public roadways. Roadways within the Project, in addition to public roadways, may include private roadways, internal drives and other areas within the multifamily areas of the Project where subdivision from a public right-of-way is not required and planned by the Developer. Setbacks and easements will be arranged so as to allow for off-street parking of at least one car in depth for the residences. All water and sewer systems within the Project, upon completion, will be dedicated to one or more of Grand Strand Water & Sewer

Authority or Bucksport Water System, Inc. The neighborhoods within the Project may consist of detached single family lots of varying width, single family subdivided attached units ranging from Two (2) to Eight (8) units, mid-rise multi-family buildings and many different commercial uses within the commercial areas of the PD. The architectural style of the homes will be consistent and compatible, but will also allow for an identity to be established within each neighborhood by its distinctive elements. Elevated entries, varying rooflines, oversized windows and durable but distinctive roofing materials will be present in each of the neighborhoods, the elements and style of each neighborhood being reflected in the appendixes attached to this PD Document. Structures within the PD will comply with City's Design Standards for residential and non-residential structures are in effect at the time of plan and/or permit submittal.

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

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

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

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

[SEE TABLE 1 PROPOSED USES ON FOLLOWING PAGE]

TABLE 1 PROPOSED USES FOR SUBJECT PARCELS

Master Plan Tract	Approximate Acres	Proposed Land Use	<b>Product Type</b>	Proposed Density
Tract D	56.84 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	135
Tract F	128.57 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	302
Tract G	178.76 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	341
Tract H	232.80 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	321
Tract I	153.20 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	91
Tract J	88.02 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	190
Tract A*	40.47 AC	Attached Single Family	SF Type C (Min. 28' Lot Width) Attached	246
Tract C*	21.66 AC	Attached Single Family	SF Type B (Min. 38' Lot Width) Attached	104
Tract E*	50.94 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	408
Tract N*	64.43 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	260
Tract L	27.82 AC	Multi-Family	3-4 Story Multi-Family	480
Tract M	34.81 AC	Multi-Family	3-4 Story Multi-Family	440
Tract K**	550.14 AC	Open Space	Recreational Open Space	N/A
Tract B	10.72 AC	Commercial	Type 3 Commercial	161,000 SF Max.
Tract O***	23.47 AC	Commercial	Type 2 Commercial	352,000 SF Max.
Tract P	66.32 AC	Commercial	Type 1 Commercial	995,000 SF Max.
Tract Q	14.13 AC	Commercial	Type 1 Commercial	212,000 SF Max.
Tract R	4.30 AC.	Commercial	Type 1 Commercial	64,000 SF Max.
Tract S	5.26 AC.	Commercial	Type 2 Commercial	79,000 SF Max.
Tract T	12.56 AC.	Commercial	Type 1 Commercial	188,000 SF Max.
TOTAL 1765 22 A6			D: J 4: -1	2 210 LINUTE

TOTAL 1,765.22 AC Residential 3,318 UNITS

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

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

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

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

TABLE 2
PROPOSED DIMENSIONAL STANDARDS CHART

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

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

<sup>\*\*</sup>SF Type A Minimum Front Foot shall be reduced to 40' along curves, and 35' along cul de sac.

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

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

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

# SECTION 6: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE PD DISTRICT

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

### Permitted Uses.

Permitted Uses are as follows:

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

TABLE 3.

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

Type 1 Commercial	Type 2 Commercial	Type 3 Commercial	Open Space/Recreational
Tracts / Areas:	Tracts / Areas:	Tracts / Areas:	(Tract K) Tracts / Areas: K
In addition to the uses specified	In addition to the uses	In addition to the uses	All uses permitted in
in this Table, all uses permitted	specified in this Table, all uses	specified in this Table, all	the Conservation
in the Highway Commercial	permitted in the <b>Highway</b>	uses permitted in the	Preservation (CP)
(HC) district, shall be a	Commercial (HC) & Light	Neighborhood	district, AND as
permitted or conditional use on	Industrial (LI) districts shall	Commercial (NC) &	specified in Table 3 /
Tracts/Areas identified as Type	also be permitted or	Conservation	Master Site Plan
1 Commercial on the Master	conditional use on	Preservation (CP)	
Site Plan.	Tracts/Areas identified as	districts shall be permitted	
	Type 2 Commercial on the	on Tracts/Areas identified	
	Master Site Plan.		

		as Type 3 Commercial on
		the Master Site Plan.
Permitted Uses:	Permitted Uses:	Permitted Uses:
• Conservation Area(s)	All uses listed under Type	Boat Dock
<ul> <li>Passive Open Space</li> </ul>	1 Commercial as a	Conservation Area(s)
• Public Recreational	Permitted use	Forest Management
Facilities	• Conservation Area(s)	Area
• Athletic Fields (with or	Passive Open Space	Passive Open Space
without lights)	Public Recreational	Public Recreational
• Golf Course (with or	Facilities	Facilities
without lights)	Athletic Fields (with or	Private Sports
<ul> <li>Gymnasiums</li> </ul>	without lights)	Facilities (i.e. athletic
<ul> <li>Nursing Home</li> </ul>	• Gymnasiums	fields, golf courses,
<ul> <li>Hospital</li> </ul>	Agricultural Crop	gymnasiums, and the
<ul> <li>Civic Club</li> </ul>	Tree Farms & Silviculture	like)
• Fire/Police station	Skating Rinks	Fire / Police Station
<ul> <li>Educational Facility</li> </ul>	Fire / Police Station	• Fitness Center;
• Library	Vocational, Trade School	Athletic Club
• Business office (i.e.	Business Offices (i.e.	Passenger Facility
accounting, consulting,	accounting, consulting,	(transit stop, station)
financial institution, real	financial institution, real	• Civic Clubs
estate, law firm, and the	estate, law firm, and the	• Fire / Police Station
like)	like)	Educational Facility
<ul> <li>Chiropractor</li> </ul>	Charitable Institution	• Library
<ul> <li>Counseling service</li> </ul>	Government Office	Business Offices (i.e.
• Dentist / Orthodontist /	• Clothing Alterations;	accounting,
Oral Surgeon	Seamstress	consulting, financial
Doctor's office	Dance / Fitness Studio	institution, real
• Government office	Dry Cleaner (no drive-	estate, law firm, and the like)
Barber Shop / Beauty	thru)	Chiropractor
Salon (including Hair/Nail	Shoe Repair	Counseling Service
salons)	Bakery  Will I D I	Dentist / Orthodontist
• Dry Cleaner (no drive-	Wholesale Bakery  Details of	/ Oral Surgeon
thru)  • Dance/Fitness Studio	<ul><li>Butcher Shop</li><li>News Stand</li></ul>	Doctor's Office
<ul> <li>Fitness Studio</li> <li>Fitness Center; Athletic</li> </ul>		Charitable Institution
Club		Government Office
Laundromat	~	Barber Shops /
Pharmacy		Beauty Salons
Bakery	• Artists & Craftsmen's Stores (i.e. antique, gift,	(including Hair / Nail
Butcher Shop	Siores (i.e. antique, gift,	salons)
- Dutcher Shop		,

- Convenience Store
- Grocery Store
- Ice Cream Shop
- Specialty Food Store
- News Stand
- Bars/Tavern/Nightclub
- Café / Coffee Shop
- Restaurant (with or without a drive-thru)
- Clothing Stores
- Shoe Store
- Artists & Craftsmen's Stores (i.e. antique, gift, hobby, and frame shops, and the like)
- Photography Sales & Studio; film developing
- Bookstore
- Tobacco shop
- Florist
- Hardware Store
- Pet Supply, Pet Grooming
- Musical Instrument Sales
   & Repair; Music Store
- Gas & Service Station
- Optical / Hearing Center
- Retail & Service uses (i.e. appliance sales/service, big box retail dept. store, computer sales/service, liquor stores, furniture stores/showrooms, discount stores, jeweler, and the like)
- Shopping Center
- Auto-Accessory Store
- Automobile Dealership
- Rental Car Agency
- Truck & Auto Repair
- Building Supply;
   Equipment Sales

- hobby, and frame shops, and the like)
- Photography Sales & Studio; film developing
- Bookstore
- Tobacco Shop
- Wholesale Florist
- Hardware Store
- Musical Instrument Sales& Repair; Music Store
- Pet Supply; Pet Grooming
- Gas & Service Station
- Optical & Hearing Center
- Appliance Sales & Service
- Boat Sales; Boat Service
- Computer Sales & Service
- Copy Center; Print Shops
- Discount Store
- Furniture Repair & Upholstery
- Jeweler
- Leather Shop
- Sign Shop
- Auto Accessory Store
- Automobile Dealership
- Rental Car Agency
- Truck & Auto Repair
- Building Supply;
   Equipment Sales
- Fitness Center; Athletic Clubs
- Hotel / Motel / Inn
- Private Club
- Passenger Facility (transit stop, station)
- Nursery / Garden Center
- Dry Cleaner (with drivethru)

- Clothing Alterations;
   Seamstress
- Dance / Fitness
   Studio
- Dry Cleaner (no drive-thru)
- Laundromat
- Pharmacy
- Shoe Repair
- Bakery
- Candy Store;
   Confectionary
- Convenience Store
- Grocery Store
- Health; Vitamin;
   Nutrition Food Store
- Ice Cream Shop
- News Stand
- Specialty Food Store
- Café / Coffee Shop
- Restaurant (no drivethru)
- Clothing Stores
- Artists &
   Craftsmen's Stores
   (i.e. antique, gift,
   hobby, and frame
   shops, and the like)
- Photography Sale & Studio; film developing
- Bookstore
- Tobacco Shop
- Florist
- Hardware Store
- Musical Instrument Repair & Sales; Music Store
- Pet Supply; Pet Grooming
- Gas & Service
   Station

•	Office Supply Stores	•	Car Wash & Detailing	•	Optical & Hearing	
•	Paint, Floor Supply &		Facility		Center	
	Sales	•	Portable Storage Unit	•	Appliance Sales &	
•	Hotel / Motel / Inn	•	Mini Storage Unit; Mini		Service	
•	Armory		Storage Warehouse with	•	Computer Sales &	
•	Sporting Goods		Outdoor Storage		Service	
•	Portable Storage Unit	•	Warehousing with	•	Copy Center; Print	
•	Mini Storage Unit/Mini		Outdoor Storage		Center	
	Storage Warehouse with	•	Building Supply Lumber	•	Furniture Repair &	
	Outdoor Storage		Yard		Upholstery	
•	Warehousing with Outdoor	•	Wholesaling, Storage &	•	Furniture Store &	
	Storage		Distribution (Light)		Showroom	
•	Building Supply/Lumber			•	Jeweler	
	Yard			•	Shoe Store	
•	Nursery/Garden Center			•	Fitness Center;	
•	Car Wash & Detailing				Athletic Club	
	Facility			•	Hotel / Motel / Inn	
•	Dry Cleaner (with drive-			•	Sporting Goods	
	thru)			•	Passenger Facility	
•					(transit stop; station)	
Coi	nditional Uses:	Co	nditional Uses:	Co	nditional Uses:	
Coı	Adult Day Care Services;	Con	All uses listed under Type	Con	nditional Uses: Farmers' Market	
	Adult Day Care Services; Adult Day Care Facilities		All uses listed under Type 1 Commercial as a			
	Adult Day Care Services;		All uses listed under Type	•	Farmers' Market	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support		All uses listed under Type 1 Commercial as a Conditional use	•	Farmers' Market Mobile Vending	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services		All uses listed under Type 1 Commercial as a Conditional use Community Support	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home;	
•	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal	•	All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary	
	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal Clinic		All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop Veterinarian / Animal	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary Religious Institution	
	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal Clinic Custom Manufacturing		All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop Veterinarian / Animal Clinic	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary Religious Institution Sidewalk Café /	
	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal Clinic Custom Manufacturing Parking Lot		All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop Veterinarian / Animal Clinic Research Facility	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary Religious Institution Sidewalk Café / Outdoor Dining	
	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal Clinic Custom Manufacturing Parking Lot Public Utility Facility		All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop Veterinarian / Animal Clinic Research Facility Science Laboratory	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary Religious Institution Sidewalk Café / Outdoor Dining Farmers' Market	
	Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Services Funeral Home; Mortuary Religious Institution Doggie Day Care; spa Sidewalk Café; Outdoor Dining Farmers' Market Mobile Vending Veterinarian / Animal Clinic Custom Manufacturing Parking Lot		All uses listed under Type 1 Commercial as a Conditional use  Community Support Services Doggie Day Care / Spa Produce Stand Amphitheater Armory Manufactured / Modular Home Sales Pawn Shop Veterinarian / Animal Clinic Research Facility	•	Farmers' Market Mobile Vending Portable Storage Unit Public Utility Facility Adult Day Care Services; Adult Day Care Facilities Child Day Care Facilities Community Support Facility Funeral Home; Mortuary Religious Institution Sidewalk Café / Outdoor Dining	

Microbrewery
Agricultural Processing
Manufacturing;

Processing

Meat Processing
Public Utility Facility

### District Definitions (Provided for reference only):

### **Highway Commercial (HC):**

The intent of the HC District is to provide compatible locations to serve the automobile oriented commercial activities in harmony with major highway developments, reduce traffic congestions, and to enhance the aesthetic atmosphere of the City.

**Indoor Shooting Range** 

### **Light Industrial (LI):**

The intent of the LI District is to provide areas for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution and retailing while ensuring adjacent and nearby properties are not adversely impacted.

### Neighborhood Commercial (NC):

The NC District is intended to provide small-scale retail and service uses for nearby residential areas. Dimensional requirements and design standards of the NC district are intended to promote compatibility to surrounding residential areas and accommodate pedestrian use and access. Strip commercial development, designed primarily to accommodate vehicular access and parking, and development that is insensitive or incompatible with the scale and character of the surrounding residential areas, is discouraged in this district.

### **Conservation Preservation (CP):**

The intent of the CP District is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial, or other uses capable of adversely affecting the relatively undeveloped character of the district.

**Conditional Uses specified in this Table:** Uses identified as a "conditional" use in this Table shall comply with specific use regulations contained within Article 5 of the City of Conway Unified Development Ordinance identified for such use.

**Tract K:** All uses proposed for Tract K that are deemed recreational (i.e. park facilities/structures, trails, activity courts, etc. shall be shown on the Master Site Plan.

- (2) <u>Additional Commercial Uses</u>: Prior to the completion of the Project, and the sale of all homes from the Developer to third party purchasers, the Developer may operate a commercial sales center and a design center, as a freestanding structure, within any model home, or as a part of any Amenity buildings within the PD District, which uses shall be in addition to the commercial uses set forth in <u>Table 3</u> above, provided however, that Tract K shall be specifically excluded from such uses at any time.
- (3) <u>Single Family</u>: Fee simple Detached Single Family, fee simple Attached Single Family subdivided, and Attached Single Family in common.

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

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

- A. <u>Tree Preservation</u>. All of the Subject Parcels shall comply with the City of Conway's Tree Preservation Ordinance that is in effect at the time of the PD is approved. No protected trees, as defined under the City's Tree Preservation Ordinance shall be removed without a Protected Tree Permit and the submission of a tree survey. Tree surveys indicating the location of all protected trees under the City's Tree Preservation Ordinance shall be submitted for each Tract or parcel within the PD at the time of plan submittal, and prior to the approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by the City's staff that no protected trees will be removed without proper permitting and mitigation.
- B. <u>Development Activity, Clearing and Grading</u>. The Subject Parcels which are the subject of the PD, are primarily undeveloped. Clearing and Grading of the PD will require both removal of inferior materials, and replacement with structurally sound materials, in addition to providing for storm water and erosion control measures over the Subject Parcels, in accordance with the requirements of the Stormwater Management and Sediment Control Ordinance for the City of Conway, South Carolina, Ordinance #2015-05-04(C). In addition, any protected trees are proposed for removal, shall be approved for mitigation by the City Arborist, in accordance with the City's Tree Preservation Ordinance, Chapter 4, Conway South Carolina Code of Ordinances.
- C. <u>Temporary Storm Drainage Maintenance</u>. Developer will provide temporary storm drainage measures, which incorporate storm drainage facilities located on the Subject Parcels to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Activities, the Subject Parcels shall continue to maintain the existing storm drainage facilities until the storm drainage facilities which are a part of the Development Activities for each respective Phase of the PD are complete, and the same are dedicated to the City.
- D. <u>Signage</u>. Signage within the PD District shall comply with Article 11 of the City's UDO, as in effect at the time a permit is requested for a sign, provided, however, that, to the extent

any of the Subject Parcels designated as Commercial 1, Commercial 2 or Commercial 3, includes more than One (1) business, a sign easement may be created and reserved by the owner of the respective parcel, for the installation of a multi-tenant pylon sign at the road frontage of such respective parcel.

- E. <u>Parking</u>. Parking with the PD District shall comply with the City's UDO, and the following additional provisions:
  - (i) Unless otherwise specified within this PD, on-street parking shall be prohibited in public rights-of-way.
  - (ii) All uses specified in the Use Tables within this PD shall comply with the minimum off-street parking requirements for such proposed in accordance with the City's UDO.
- F. <u>Buffers</u>. Applicable buffers, including wetland buffers, perimeter buffers and buffers separating specific uses shall be noted on the Buffer Plan. The perimeter buffer of the PD shall be not less than 25'. Landscape buffers within the PD shall be not less than 10'. Wetland buffers within the PD shall be not less than 30'. Buffer between single family detached and single family attached shall be not less than 20'. Buffers between single family attached and multi-family shall be not less than 50'. Buffers between residential and commercial shall be not less than 50'. Such buffers being set noted on the Buffer Plan submitted as part of the PD.

### G. Utilities.

- (i) Electric services to be provided by Horry County and/or Santee Cooper.
- (ii) Water services to be provided by Bucksport Water System.
- (iii) Sewer services to be provided by Grand Strand Water & Sewer Authority.
- (iv) Telecommunication/Cable Service. Telecommunication and cable services to be provided by Horry Telephone Cooperative and Spectrum Service to be extended as needed in order to serve each of the Subject Parcels.
- (v) Developer has, and will continue to reserve One (1) booster pump site for sewer for the benefit of Bucksport Water System and/or Grand Strand Water & Sewer Authority, as shown on the Master Site Plan.
- (vi) Developer has, and will continue to reserve One (1) substation site for electrical service for the benefit of Horry Electric Cooperative, as shown on the Master Site Plan.

H. Other Services. Residents and businesses within the PD will be served by Horry County Schools, Conway Police, Conway Fire and EMS, Conway Parks and Recreation.

<sup>\*</sup>All utilities to be placed underground.

- I. <u>Governing Documents</u>. To the extent the provisions of the approved PD could be read so as to conflict with the City's UDO, and the other ordinances of the City, the PD shall be deemed to govern, as an approved, intended departure, written into this PD District Ordinance, amending the standards otherwise applicable to the Subject Parcels under the City's UDO and other ordinances.
- J. <u>Design Standards</u>. Residential Design standards shall be applicable to all structures, single family detached, single family attached or multi-family, and shall be determined at the tie of permit submittal, based on the then current design standards.
- K. <u>Design Modifications</u>. Certain modifications of the City's design standards set forth in the City's UDO shall be allowed within the PD, as set forth in the table below.

### DESIGN MODIFICATIONS APPROVED AS A PART OF PD

Mod. #	Description	Section
1	Kinlaw Lane shall be utilized as a public access based upon the	Complete
	proposed improvements depicted on the construction plans for	Streets
	Horry County Dirt Road Improvements (Project #S102015), such	
	that the minimum width may vary from 25' to 50'.	
2	The existing portion of Blaze Trail abutting PIN 380-00-00-0039	Complete
	shall be utilized as a public access based upon the existing roadway	Streets
	cross section and paving improvements on the exsiting roadway	
3	Buffers, street tree plantings and sidewalks shall not be required	Buffer
	along the following sections of roadways:	Requirements;
	(a) Along the improved local road commonly known as Blaze	Landscaping
	Trail adjacent to PIN 380-00-0039	Requirements;
	(b) Along the existing driveway access commonly known as	Design
	Wayna Marie Lane	Standards
	(c) Along the existing portions of Kinlaw Lane until the full	
	landscape buffer width is permittable within the PD.	
4	Sidewalks shall be installed along both sides of collector and arterial	Design
	roadways internal to the PD in accordance with the cross sections	Standards;
	prescribed. Local roadway designations shall require the	Dimensional
	installation of a 5' sidewalk along one side of the public right of	Requirements;
	ways. Sidewalks shall be constructed in accordance with materials	Access &
	approved in the City's UDO.	Circulation

### **SECTION 8: RESIDENTIAL REGULATIONS**

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

### **SECTION 9: COMMERCIAL REGULATIONS**

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

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

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

particularly foundation landscaping and layering, signage and materials for single family residences.

### **SECTION 11: CONSTRUCTION SCHEDULE**

Construction will begin following receipt of permits from the City and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the PD District is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design and permitting, and an additional period of Twelve (12) months from the issuance of permits for the installation of initial required infrastructure. Developer estimates that approximately One-Fifth of the Project would be complete within Five (5) years of approval of the PD District, with an additional One-Fifth of the Project being completed in each of the subsequent Five (5) year periods. Notwithstanding the fluid nature of development, and that various Phases of the PD District may be developed in non-numerical order, the number of building permits issued for single family residential units, including both attached and detached homes, and multifamily residential units shall not exceed Three Thousand Three Hundred Eighteen (3,318) total units.

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

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

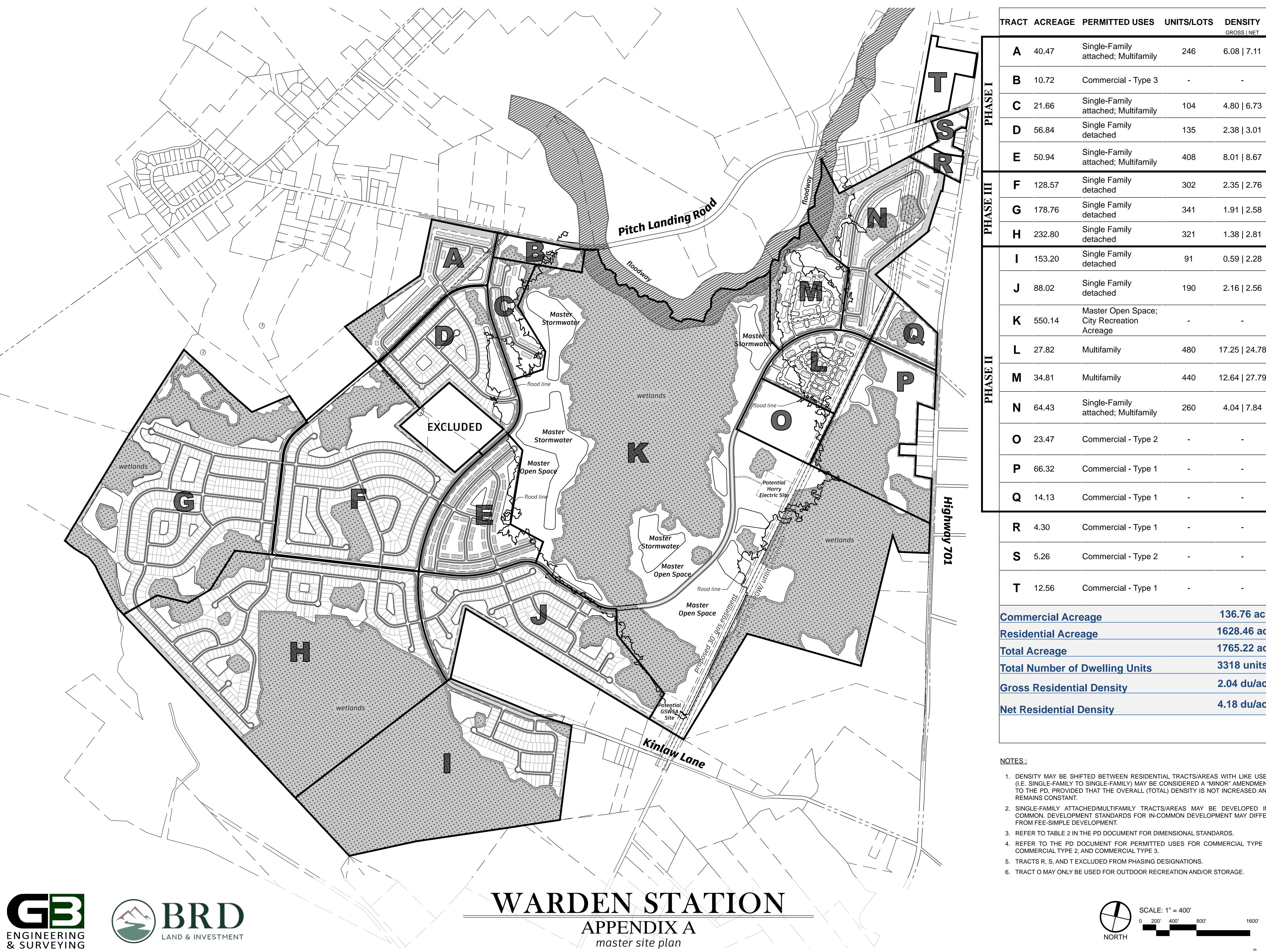
Notwithstanding the classification of amendments to the PD District, revisions to the approved Master Site Plan made during the preparation of construction design documents to account for topography, soil quality, trees, grading, minor adjustments to roadway alignment, and changes to the location of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

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

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

### APPENDIX A

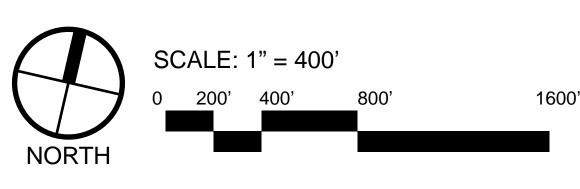
Master Site Plan



	IRACI	ACREAGE	PERMITTED USES	UNITS/LOTS	DENSITY GROSS   NET	
	A	40.47	Single-Family attached; Multifamily	246	6.08   7.11	
<b>-</b> 7	В	10.72	Commercial - Type 3	<u>-</u>	-	
	С	21.66	Single-Family attached; Multifamily	104	4.80   6.73	
<b>-</b>	D	56.84	Single Family detached	135	2.38   3.01	
	E	50.94	Single-Family attached; Multifamily	408	8.01   8.67	
	F	128.57	Single Family detached	302	2.35   2.76	
	G	178.76	Single Family detached	341	1.91   2.58	
<b>₹</b>	Н	232.80	Single Family detached	321	1.38   2.81	
	<b>I</b>	153.20	Single Family detached	91	0.59   2.28	
	J	88.02	Single Family detached	190	2.16   2.56	
	K	550.14	Master Open Space; City Recreation Acreage	<b>-</b>	-	
<b>T</b>	L	27.82	Multifamily	480	17.25   24.78	
IANE	M	34.81	Multifamily	440	12.64   27.79	
<b>T T</b>	N	64.43	Single-Family attached; Multifamily	260	4.04   7.84	
	0	23.47	Commercial - Type 2	<b>-</b>	-	
	Р	P 66.32 Commercial - Typ		<u>-</u>	-	
	Q	14.13	Commercial - Type 1	-	-	
	R	4.30	Commercial - Type 1	-	-	
	S	5.26	Commercial - Type 2	-	_	
	Т	12.56	Commercial - Type 1	-	-	
	Comm	nercial Acr	eage		136.76 ac	
		ential Acre			1628.46 ac	
		Acreage			1765.22 ac	
			<b>Dwelling Units</b>		3318 units	
			al Density		2.04 du/ac	
		esidential	_		4.18 du/ac	

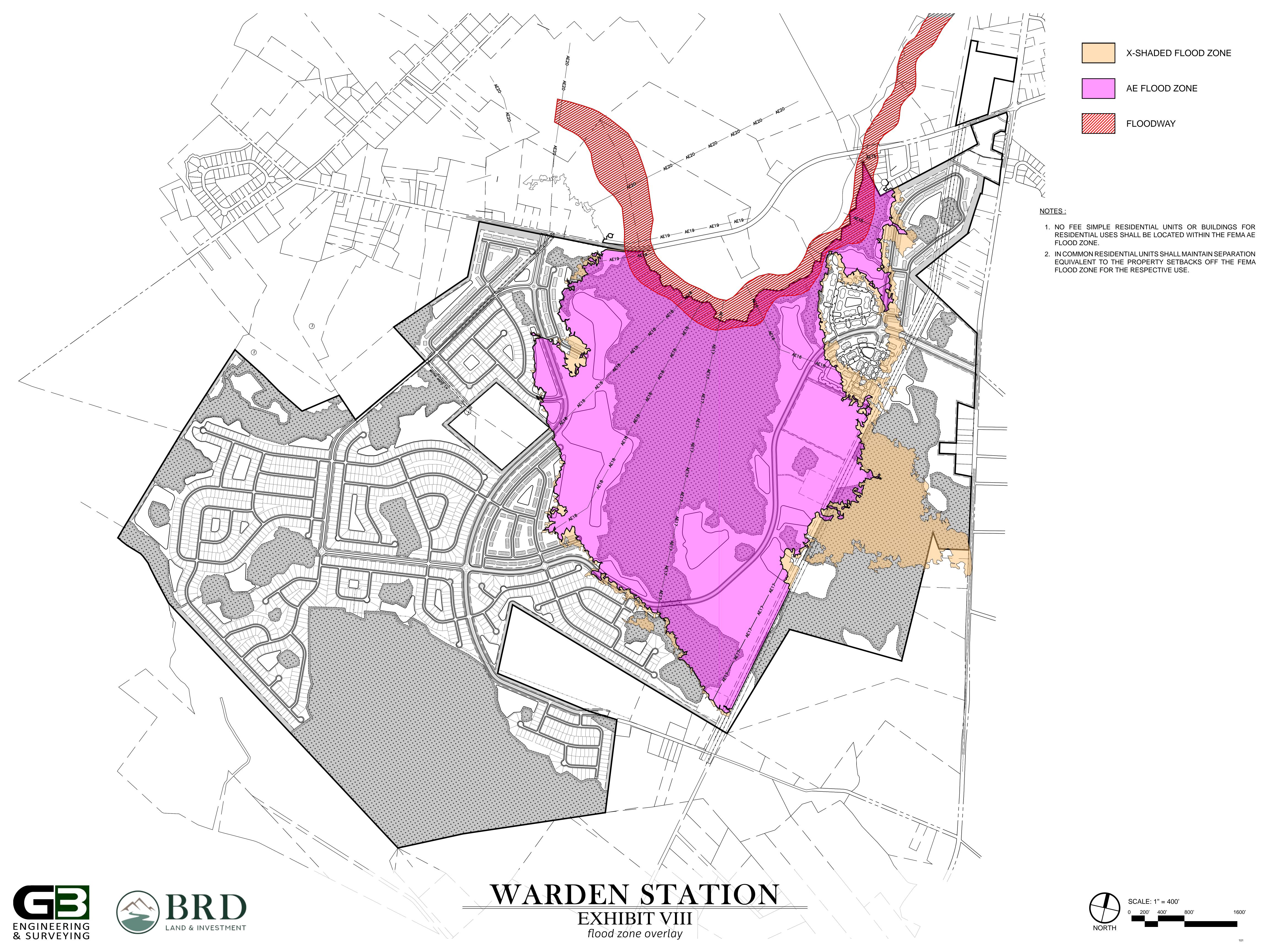
# NOTES:

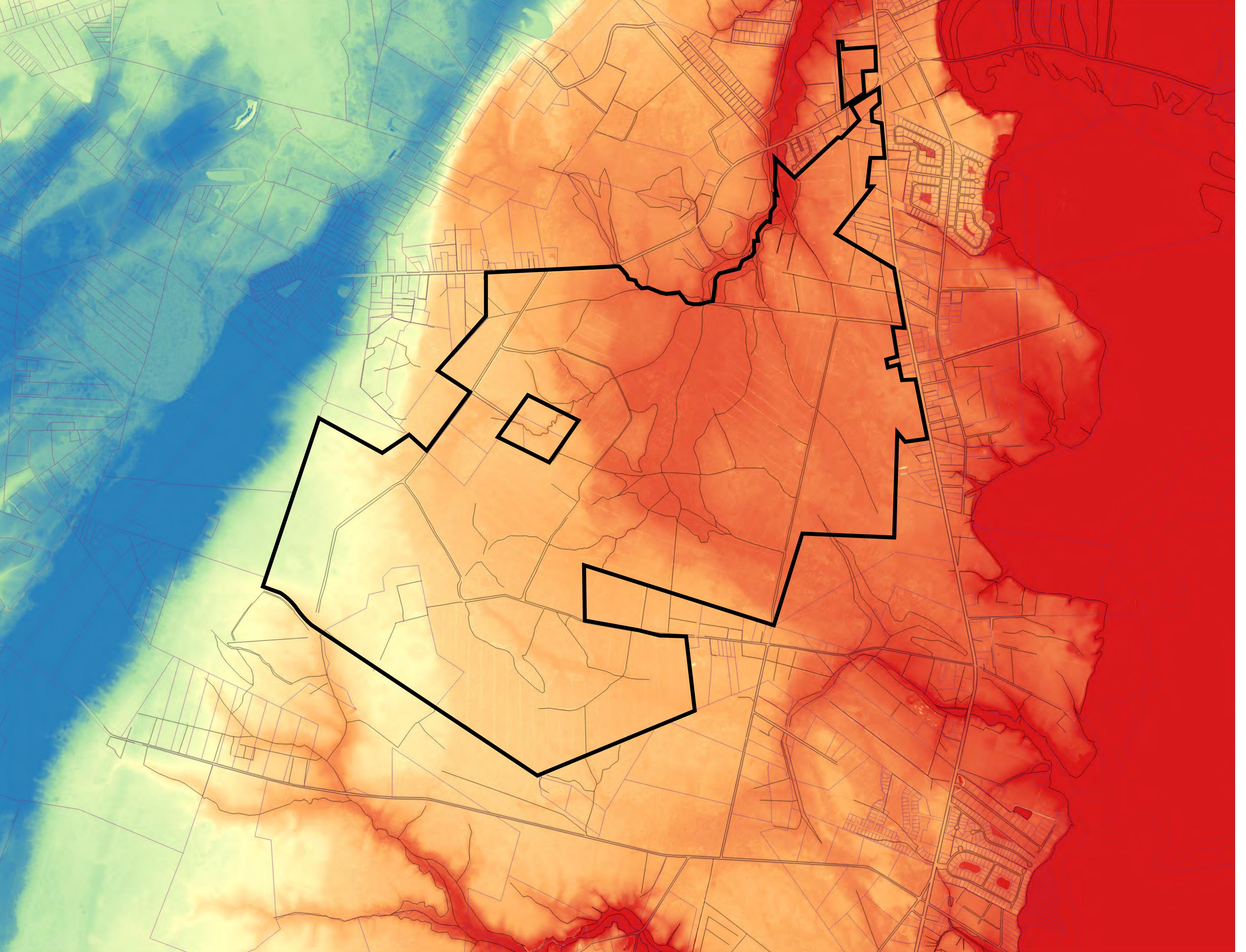
- 1. DENSITY MAY BE SHIFTED BETWEEN RESIDENTIAL TRACTS/AREAS WITH LIKE USES (I.E. SINGLE-FAMILY TO SINGLE-FAMILY) MAY BE CONSIDERED A "MINOR" AMENDMENT TO THE PD, PROVIDED THAT THE OVERALL (TOTAL) DENSITY IS NOT INCREASED AND REMAINS CONSTANT.
- 2. SINGLE-FAMILY ATTACHED/MULTIFAMILY TRACTS/AREAS MAY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



### APPENDIX B

Additional PD Documentation







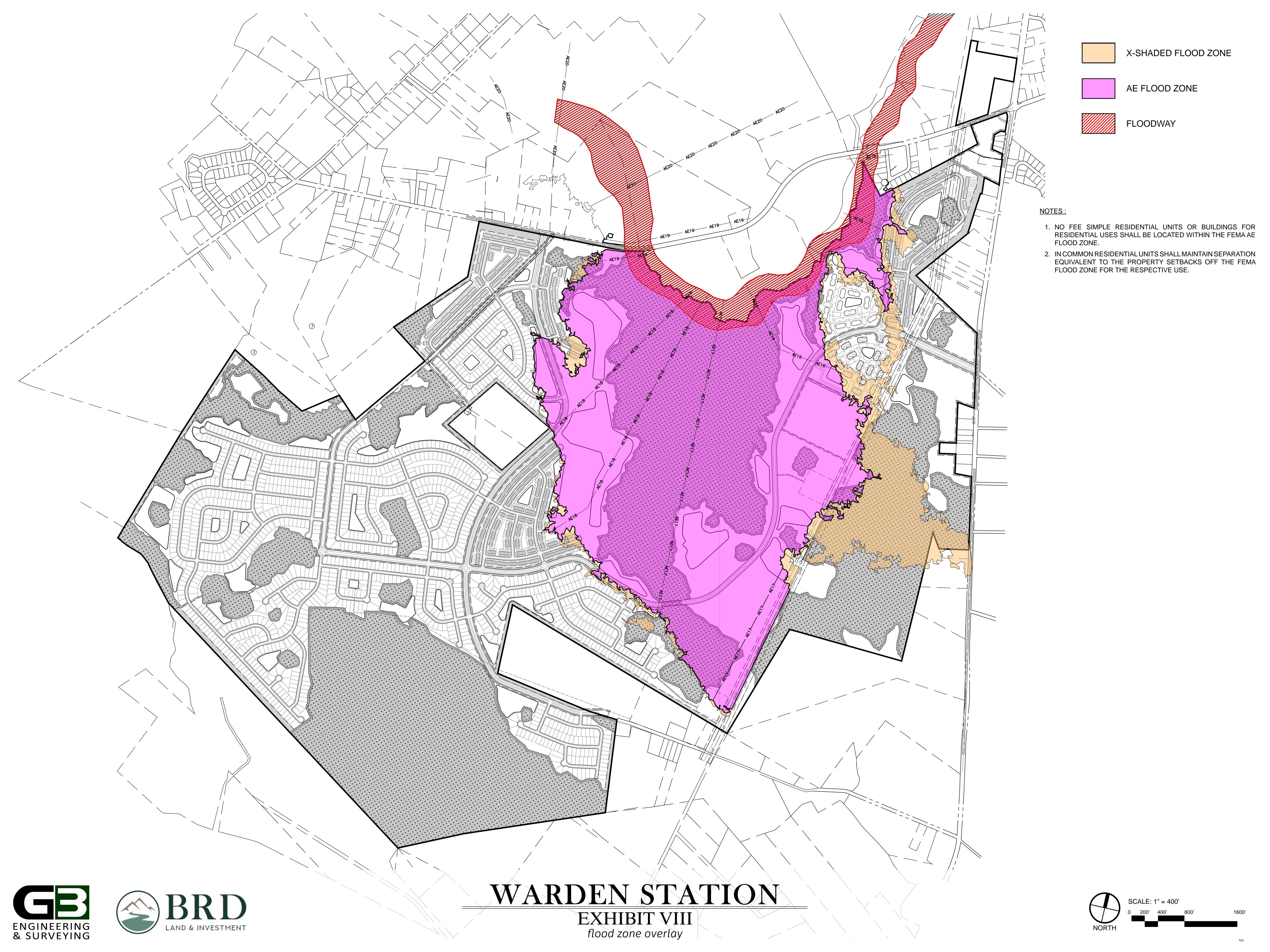
# NOTES

- 1. DOMINANT WATERSHED BREAK ALONG WILLOW SPRINGS/PAWLEYS SWAMP RD INTERSECTION WITH PITCH LANDING.
- 2. PITCH LANDING WEST OF SITE (NEAREST WILLOW SPRINGS INTERSECTION) PREDOMINANTLY TRAVELS EASTBOUND ALONG PITCH LANDING DITCH NETWORK BEFORE DISCHARGE INTO CENTRAL WETLANDS ON SITE.
- 3. PITCH LANDING EAST OF SITE (NEAREST 701 INTERSECTION) PREDOMINANTLY TRAVELS WESTBOUND ALONG PITCH LANDING; PORTIONS OF 701 DRAINAGE NETWORK CONVERGE AT INTERSECTION WITH PITCH LANDING AND DISCHARGE UPSTREAM AND DOWNSTREAM OF THE BRIDGE AT PITCH LANDING ROAD.
- 4. DOMINANT PORTION OF PD DISCHARGES INTO WETLANDS AND THROUGH BRIDGE UNDER PITCH LANDING ROAD.
- 5. SOUTHWESTERN PORTION OF PD EXTENTS AND SURROUNDING TRACTS- TRAVEL SOUTH OF SITE TOWARDS DITCH NETWORKS SOUTH OF SITE BEFORE CROSSING HARPER ROAD- DITCH TRAVELS EAST THROUGH HALFWAY SWAMP UNDER REBA ROAD BETWEEN RHEUARK DRIVE AND MT. TRIUMPH LANE BEFORE CROSSING HWY. 701 S AND DISCHARGING INTO WACCAMAW RIVER.
- 6. SOUTHEASTERN PORTION OF PD EXTENTS AND SURROUNDINGTRACTS-TRAVELSOUTHEASTTOWARDS DITCH NETWORKS SOUTH OF KINLAW LANE; DITCH TRAVELS EAST UNDER DENNIS LANE AND 701 BEFORE DISCHARGE INTO WACCAMAW RIVER.





# WARDEN STATION



# WARDEN STATION EXHIBIT IV ENGINEERING & SURVEYING stormwater management plan

# NOTES:

- STORMWATER SHALL MEET THE MINIMUM DESIGN REQUIREMENTS FOR THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE.
- 2. MASTER STORMWATER PONDS SHALL BE INSTALLED PRIOR TO COMPLETION OF THE SPINE ROADS WHERE STORMWATER DISCHARGE SHALL ULTIMATELY DISCHARGE.
- 3. STORMWATER INFRASTRUCTURE WITHIN THE PD SHALL REQUIRE INSTALLATION SIZED TO ACCOMMODATE UPSTREAM TRACTS WITHIN THE PD.
- 4. TRACTS A THROUGH Q WITHIN THE PD ARE DEPICTED FOR CONCEPTUAL STORMWATER CONVEYANCE.
- 5. DITCHES WITHIN PUBLIC RIGHT-OF-WAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER AND/OR AN OWNERS ASSOCIATION.
- 6. RETENTION PONDS, DITCHES AND OTHER STORMWATER RETENTION AND TREATMENT AREAS (INCLUDING STORMWATER PONDS IN MASTER OPEN SPACE) 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.



# Warden Station

Horry County, Conway, South Carolina

# Master Pond Stormwater Evaluation

November 14, 2023 | Initial Report

Prepared for:

Maurice Johnson Buller River Development Land & Investment 234 Kingsley Park Drive, Suite 110 Fort Mill, SC 29715 (407) 754-5711

Prepared by:

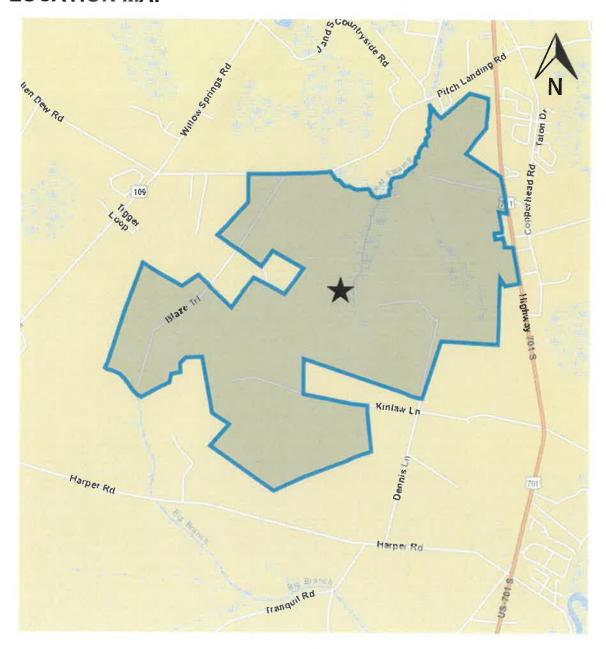
G3 Engineering & Surveying, LLC 24 Commerce Drive P.O. Box 2666 Pawleys Island, SC 29585 (843) 237-1001



LOCATION MAP	3
PROJECT NARRATIVE	6
PURPOSE	8
PROPOSED DRAINAGE SYSTEM	9
STORMWATER QUANTITY DESIGN METHODOLOGY	10
HYDROLOGY	12
PRE-DEVELOPMENT RUNOFF CALCULATIONS	13
POST-DEVELOPMENT RUNOFF CALCULATIONS	15
POST-DEVELOPED CONDITIONS	18
APPENDIX A: CURVE NUMBER CALCULATIONS	19
APPENDIX B: TIME OF CONCENTRATION CALCULATIONS	20
APPENDIX C: PRE-DEVELOPMENT ICPR MODEL INPUT	21
APPENDIX D: PRE-DEVELOPMENT ICPR MODEL OUTPUT	22
APPENDIX E: POST-DEVELOPMENT ICPR MODEL INPUT	23
APPENDIX F: POST-DEVELOPMENT ICPR MODEL OUTPUT	24
APPENDIX G: DOWNSTREAM EVALUATION	25
APPENDIX H: MAPS AND EXHIBITS	26



## **LOCATION MAP**





### **SUMMARY OF RESULTS**

### Pre- and Post-Development Runoff Rates - All Phases

	STUDY POINT OUTFLOW RATES											
STORM Pitch Landing US		M Pitch Landing US Pitch Landing DS		701 US			701 DS					
EVENT	PRE	POST	%	PRE	POST	%	PRE	POST	%	PRE	POST	%
2-YR	516.07	437.39	15.25%	513.33	434.51	15.35%	779.50	727.07	6.73%	790.15	738.01	6.60%
10-YR	1009.66	887.40	12.11%	1114.45	1059.87	4.90%	1375.51	1319.45	4.08%	1365.64	1314.35	3.76%
25-YR	1307.97	1179.98	9.79%	1307.05	1178.98	9.80%	1718.24	1655.74	3.64%	1715.18	1652.65	3.65%
50-YR	1538.54	1422.67	7.53%	1532.03	1418.27	7.43%	1916.83	1906.18	0.56%	1914.23	1869.58	2.33%
100-YR	1712.99	1617.78	5.56%	1698.70	1602.36	5.67%	2259.51	2196.76	2.78%	2256.94	2193.91	2.79%

<sup>\*</sup>Value are shown in cubic feet per second (cfs)

	STUDY POINT STAGING											
STORM EVENT	Pitch Landing US			Pitch Landing DS			701 US			701 DS		
	PRE	POST	+/-	PRE	POST	+/-	PRE	POST	+/-	PRE	POST	+/-
2-YR	11.97	11.74	-0.23	11.82	11.61	-0.21	10.77	10.77	0.00	10.77	10.77	0
10-YR	12.64	12.41	-0.23	12.20	12.16	-0.04	10.94	10.78	-0.16	10.77	10.77	0
25-YR	13.19	12.99	-0.20	12.60	12.45	-0.15	12.04	11.85	-0.19	10.77	10.77	0
50-YR	13.72	13.52	-0.20	13.41	13.23	-0.18	13.20	13.02	-0.18	10.77	10.77	0 :
100-YR	14.43	14.24	-0.19	14.21	14.03	-0.18	14.07	13.90	-0.17	10.77	10.77	0.

<sup>\*</sup>Elevations are shown in feet



## **Pond Stage Results**

	MASTER STORMWATER POND DATA TABLE									
POND	NWL	2	10	25	50	100	TOB [FT]	STORAGE [AC-FT]	AREA OF TOB [AC]	
1	13.00	15.25	16.04	16.40	16.73	17.12	18.00	102.48	21.96	
2	14.00	15.27	16.06	16.43	16.74	17.14	18.50	39.26	9.59	
3	14.00	15.98	16.65	17.06	17.37	17.69	18.50	12.06	3.19	
4	15.00	16.38	17.15	17.52	17.82	18.15	19.00	28.34	7.67	
5	15.00	16.38	17.15	17.52	17.75	18.00	19.00	14.00	3.96	
6	15.00	16.60	17.24	17.69	18.04	18.46	19.00	7.86	2.26	
7	15.00	16.60	17.24	17.69	18.03	18.42	19.00	8.30	2.36	
8	14.00	15.75	16.49	16.86	17.14	17.48	18.00	20.72	5.72	

\*Elevations are shown in feet

POND DATA TABLE									
POND POD	NWL	2	10	25	50	100	TOB [FT]	STORAGE [AC-FT]	AREA OF TOB [AC]
A-D	16.00	17.15	17.84	18.25	18.58	18.92	20.00	38.72	11.42
E	14.50	16.11	16.86	17.34	17.82	18.30	19.50	22.65	5.65
F1	15.00	17.95	19.12	19.92	20.56	21.24	22.00	55.41	9.43
F2	18.00	19.85	20.55	20.84	21.39	22.14	23.00	8.68	2.40
G	22.00	25.06	26.43	27.37	28.14	28.95	30.00	114.92	19.00
H1	25.00	27.23	27.92	28.42	28.92	29.54	31.00	6.01	1.32
H2	20.00	21.76	23.07	23.95	24.65	25.39	26.00	30.15	6.44
Н3	24.00	25.36	26.89	28.08	29.06	30.10	31.00	8.44	1.59
	15.50	17.23	18.59	19.45	20.15	20.90	21.50	18.48	3.70
J	15.00	16.74	17.45	17.80	18.07	18.32	19.00	17.22	5.69
L	14.00	15.75	16.48	16.86	17.14	17.48	18.00	4.90	1.53
М	13.00	14.21	14.81	15.19	15.50	15.80	17.50	21.33	5.27
N	14.50	15.28	16.38	17.00	17.47	17.98	18.50	12.96	4.20
Q-P	13.00	14.88	15.61	16.26	16.79	17.34	18.00	15.20	4.03

<sup>\*</sup>Elevations are shown in feet



### PROJECT NARRATIVE

#### **Project Description**

Warden Station is a 1,765.22-acre tract located on Highway 701 predominantly southwest of the intersection with Pitch Landing Road that proposes to construct a planned development district consisting of a mixture of residential and commercial applications. The development intends to include 12 residential phases as well as 7 commercial phases within the planned development. This report includes stormwater analysis for development conditions for the 12 residential phases as well as 4 of the commercial phases totaling approximately 1,628.57 Acres.

The Subject Parcels are located within the Conway and Bucksport Sections of Horry County, but outside of the jurisdiction of the City of Conway, bounded generally by U.S. Highway 701 to the East, Pitch Landing Road to the North, Kinlaw Lane to the South and Bear Swamp to the West. Contiguous tracts are predominantly undeveloped with scattered residential lots abutting the proposed development, with the existing site used for timber.

The existing site has a large wetland located at the center of the site that directly accesses Bear Swamp, as well as large wetlands along the eastern and southwestern portions of the tract. The centralized wetlands accesses Bear Swamp with ultimately travels Northbound under Pitch Landing Road at the existing bridge before crossing under Hwy. 701 and eastbound towards the Waccamaw River. A large portion of the property Northwest of Pitch Landing Road and west of Willow Springs Road traverses through Pitch Landing via a pipe crossing onto the proposed tract before continuing in the existing path. There are existing ditch and road networks on site that ultimately discharge to these larger wetlands before expulsion from the site. For existing condition trends refer to Appendix H.

The development and phases will be served by a "spine road network" intended to allow access the proposed phases, as well as master stormwater ponds located around the large wetlands central to the site which will be the primary discharge points for the proposed development. Stormwater management will be provided within the master stormwater ponds and ponds within the individual phases, with the stormwater analysis utilizing the master ponds and directly connected ponds internal to the phases. As phase adjustments based upon product are possible at design of the individual phases, the analysis includes the master stormwater ponds and anticipated stormwater ponds directly connected and sized in accordance with the conceptual master plan. As the



entirety of the ponds internal to the tracts are not included within the modeling efforts, the modeling is intended to be conservative with additional stormwater volume internal to the tracts allowing additional reductions beyond the provided evaluation. This stormwater report provides calculations for the planning of the master site development, with future analysis including individual detailed analysis per tract.

#### **Existing Site Conditions**

Existing site conditions consist of open space, wooded cover, and wetlands. The existing topography mainly falls toward the existing wetlands located central to the site before discharge into Bear Swamp North of the property. The property is predominantly located in Flood Zone "X" with a portion of the site being located in "X-shaded", "AE" and "Floodway". The AE and floodway regions are predominantly located within the centralized wetlands, master pond networks and open space located within the portions otherwise to minimize impacts on downstream conditions.

#### **Proposed Stormwater Management**

Runoff from the project will be collected, detained, and treated by a stormwater conveyance system on site. The system is comprised of a series of catch basins, underground pipes, retention ponds, and stormwater outlet control structures. The system will outfall predominantly through the master stormwater ponds located around the centralized wetlands, with the outlet control structures located on the outfall ponds utilized to control post-development flow rates.

The retention ponds included within this analysis will have adequate storage capacity; therefore, minimizing the effects of the design storm event on the current downstream conditions. The proposed storm drainage system will control the peak discharge for the post-developed area to be less than the peak discharge for the pre-developed area with additional pond volume anticipated per phase to further reduce impact on downstream conditions. As a result, the post-developed portion of the site should not have an adverse impact on downstream areas.



### **PURPOSE**

- To define the limits of drainage or basins that contain this project.
- To document that major drainage infrastructure such as road crossings, drainage connectors, ponds, and outfalls are adequate for all existing, proposed, and future development within the drainage basin, or that infrastructure construction can be phased to accommodate future development.
- To document compliance for quantity reductions with regulatory requirements of the State of South Carolina and City of Conway summarized as follows:

#### • OCRM Requirements

Post Development peak runoff rates shall be detained for the 25year storm.

#### • City of Conway Requirements

- Post Development peak runoff rates shall be detained for the 25year storm.
- > Peak stages in ponds shall be below the pond top of bank.
- > Study the entire drainage basin at a buildout condition, including areas upstream and downstream of the current project.
- Drainage culverts shall be sized to accommodate runoff from the 25-year storm or applicable design event dependent upon the roadway classifications in question.
- ➤ Peak post-development discharge rates will show reduction for the 2-year, 10-year, and 100-year storm events.



### PROPOSED DRAINAGE SYSTEM

The components of the proposed drainage system are roads, swales, culverts, a series of master ponds as well as ponds internal to the tracts and outlet control structures. The roads, overland flow, and swales provide for positive drainage for the site. A piped drainage system conveys runoff to the management facility to the master pond networks. The outfall consists of control structures and outfall pipes with weirs sized to provide the necessary detention of runoff for the master planned community.

The proposed drainage system exceeds state and county requirements. The state and county require that the development be designed to convey and manage the 25-year storm event and contain the 100-year storm event. As shown in this report, this project will exceed minimum requirements and manage the 25-year storm event and contain the 100-year storm event.



### STORMWATER QUANTITY DESIGN METHODOLOGY

The existing and proposed conditions are analyzed using the Advanced Interconnected Channel and Pond Routing (ICPR) computer program developed by Streamline Technologies. The program is used to model rainfall and stormwater runoff and to perform hydraulic routing through the storm drainage system. The ICPR program is a FEMA approved model that has the ability to analyze complex interconnected drainage systems dynamically over extended time periods.

The hydrologic input data consists of information for each drainage basin, or subwatershed, within the project. The variables include runoff curve number, rainfall distribution pattern, hydrograph peaking factor, area of each drainage basin, and time of concentration (see below section "Hydrology" for specifics on the values of these variables that were used in this model). The ICPR program generates runoff hydrographs for each sub-watershed based on the user-specified variables. Hydrographs are generated by ICPR using the SCS Unit Hydrograph Method.

The model hydraulic input data consists of a system of nodes and links. Nodes represent locations where flows enter or exit the system, pipe or channel characteristics change, or where stage/storage/time relationships are provided. Links represent traditional types of hydraulic conveyance such as pipes, channels, drop structures, weirs, etc. The sizes, inverts, lengths, and Manning's n values for pipes connecting the ponds are input into the model. In addition to pipe information, all pond and detention area stage-storage information and the respective outfall structure information is input into the model. The node and link conditions are analyzed within the model for a given storm, and flow conditions are determined.

The basic equation used by ICPR to route flows through the system is:

 $\Delta s = (Q_{in} - Q_{out}) \Delta t$ 

Where:

 $\Delta s$  = Change in storage for time step

Q<sub>in</sub> = Flow into a node at time "t"
Q<sub>out</sub> = Flow out of a node at time "t"

 $\Delta t$  = Length of time step; user defined range from 1.0 sec to 0.1 sec.



Hydrographs for each drainage area are merged within the ICPR program, and the hydrologic results are then combined with the hydraulic information to model the hydraulic interactions of the entire drainage system. The results include pond and detention area discharge rates and stage/storage information during the design storm.

For the design of the storm drainage system, a warning stage elevation is set for each pond, detention area, and structure to assure no stormwater ponding. In addition, the ultimate discharge rate from the system cannot exceed the pre-developed runoff rate. Knowing these factors, the drainage system is designed by trial and error.



## **HYDROLOGY**

- SCS Unit Hydrograph Method is used.
- Amount of rainfall for each storm frequency is shown in the NOAA Atlas 14, Volume 2, Version 3, as determined by the Precipitation Frequency Data Server located at http://dipper.nws.noaa.gov/hdsc/pfds/. The following design storms are used in the model simulations:

2-year, 24-hour Design Storm = 4.22 inches
10-year, 24-hour Design Storm = 6.46 inches
25-year, 24-hour Design Storm = 7.92 inches
50-year, 24-hour Design Storm = 9.15 inches
100-year, 24-hour Design Storm = 10.5 inches

- SCS Type III Statistical Rainfall Distribution is used. This distribution pattern is determined by the Soil Conservation Service comparing regional rain-gage data.
- For pre-development and undeveloped basins, a 256 Hydrograph peaking factor is used, and for post development basins a 323 Hydrograph Peaking Factor is used as the SCS Peaking Factor for the model. The 323 Factor is based on statistical analysis of actual rainfall and runoff data from the Southeastern United States and is typical for coastal areas.



# PRE-DEVELOPMENT RUNOFF CALCULATIONS

Pre-development peak flow rates for the project watershed are calculated by the ICPR program for each design storm. The pre-development drainage basins are shown in an attached exhibit with this report. Pre-development calculations and model results are included in the appendices.

### **Curve Numbers**

A distributed curve number approach was utilized in ICPR4 to calculate surface runoff. In it, each drainage basin is broken down into sub-basins of unique land cover-soil group combinations. Rainfall excess is computed for each sub-basin (utilizing the methodology set forth in USDA TR-55 Chapter 2) and then combined with all other sub-basins. The unit hydrograph and time of concentration are then applied to this result for the overall basin. This approach results in a more mathematically accurate estimate of runoff volume.

The curve numbers for each drainage sub-basin are calculated using percentage of impervious surface and soils information from the SCS Soil Survey of Horry County and the USGS Geological Survey.

## Time of Concentration

Times of concentration were calculated according to procedures set forth in SCS Hydrology Technical Note No. N4. The travel times ( $T_t$ ) for overland flow, shallow concentrated flow, and channel flow are added together for the drainage basin to get the time of concentration  $T_c$ .



### Overland Flow

The equation for overland flow travel time is as follows:

$$T_t = 0.007 (nL)^{0.8}$$
 $P_2^{0.5}S^{0.4}$ 

Where:

n = Manning's friction factor = 0.40

L = Slope length (ft) S = Slope (ft/ft)

P<sub>2</sub> = 24-hour precipitation (inches)

The travel time is calculated in the above equation in hours. Multiply by 60 minutes per hour to convert to minutes.

## Shallow Concentrated Flow

The equation for shallow concentrated flow travel time is as follows:

$$T_t = \underline{L}$$
 (min)

Where:

L = Length (ft)

v = Velocity (ft/sec)

The velocity is determined using

 $V = (a)(s)^{0.5}$ 

Where:

a = roughness coefficient

s = Slope (ft/ft)



# POST-DEVELOPMENT RUNOFF CALCULATIONS

The components of the proposed drainage system are roads, swales, culverts, a series of master ponds as well as ponds internal to the tracts and outlet control structures. The roads, overland flow, and swales provide for positive drainage for the site. A piped drainage system conveys runoff to the management facility to the master pond networks. The outfall consists of control structures and outfall pipes with weirs sized to provide the necessary detention of runoff for the master planned community.

The proposed drainage system exceeds state and county requirements. The state and county require that the development be designed to convey and manage the 25-year storm event and contain the 100-year storm event. As shown in this report, this project will exceed minimum requirements and manage the 25-year storm event and contain the 100-year storm event.

Stormwater will be conveyed to the retention ponds by utilizing roads, swales, and pipes. Roadways will provide positive drainage from the buildings, and pipes will direct the drainage from the roadways and swales to a pond storage system. The ponds will utilize outlet control structures to release treated stormwater to the internal wetland. The wetland and Bear Swamp discharges northbound under Pitch Landing Road as well as Highway 701. These road crossings are pinch points and will be the primary study points, with the downstream side of Highway 701 being our boundary node. A tailwater elevation of 6.32 feet with staging up to 10.77 feet during the peak of the storm was used for the boundary. This is based upon the SCDOT analysis depicted on the Hwy 701 as-built plans.

Post-development peak flow rates for the project watershed are calculated by the ICPR program for each design storm. Post-development drainage basins are shown in an attached exhibit with this report. Post-development calculations and model results are included in the appendices.



## Curve Numbers

A distributed curve number approach was utilized in ICPR4 to calculate surface runoff. In it, each drainage basin is broken down into sub-basins of unique land cover-soil group combinations. Rainfall excess is computed for each sub-basin (utilizing the methodology set forth in USDA TR-55 Chapter 2) and then combined with all other subbasins. The unit hydrograph and time of concentration are then applied to this result for the overall basin. This approach results in a more mathematically accurate estimate of

The curve numbers for each drainage sub-basin are calculated using percentage of impervious surface and soils information from the SCS Soil Survey of Horry County and the USGS Geological Survey.

## Time of Concentration

Times of concentration were calculated according to procedures set forth in SCS Hydrology Technical Note No. N4. The travel times (Tt) for overland flow, shallow concentrated flow, and channel flow are added together for the drainage basin to get the time of concentration T<sub>c</sub>. The minimum time of concentration used for any basin is fifteen (15) minutes. Overland Flow

The equation for overland flow travel time is as follows:

 $T_t$ 0.007 (nL)0.8 P20.5S0.4

#### Where:

n Manning's friction factor = 0.40

Slope length (ft)

S = Slope (ft/ft)

 $P_2$ 24-hour precipitation (inches)

The travel time is calculated in the above equation in hours. Multiply by 60 minutes per hour to convert to minutes.



## Shallow Concentrated Flow

The equation for shallow concentrated flow travel time is as follows:

$$T_t = L$$
 (min)

Where:

The velocity is determined using

$$V = (a)(s)^{0.5}$$

Where:

Open Channel or Pipe Flow

The equation for channel flow travel time is as follows:

$$T_t = L$$
 (min)

Where:

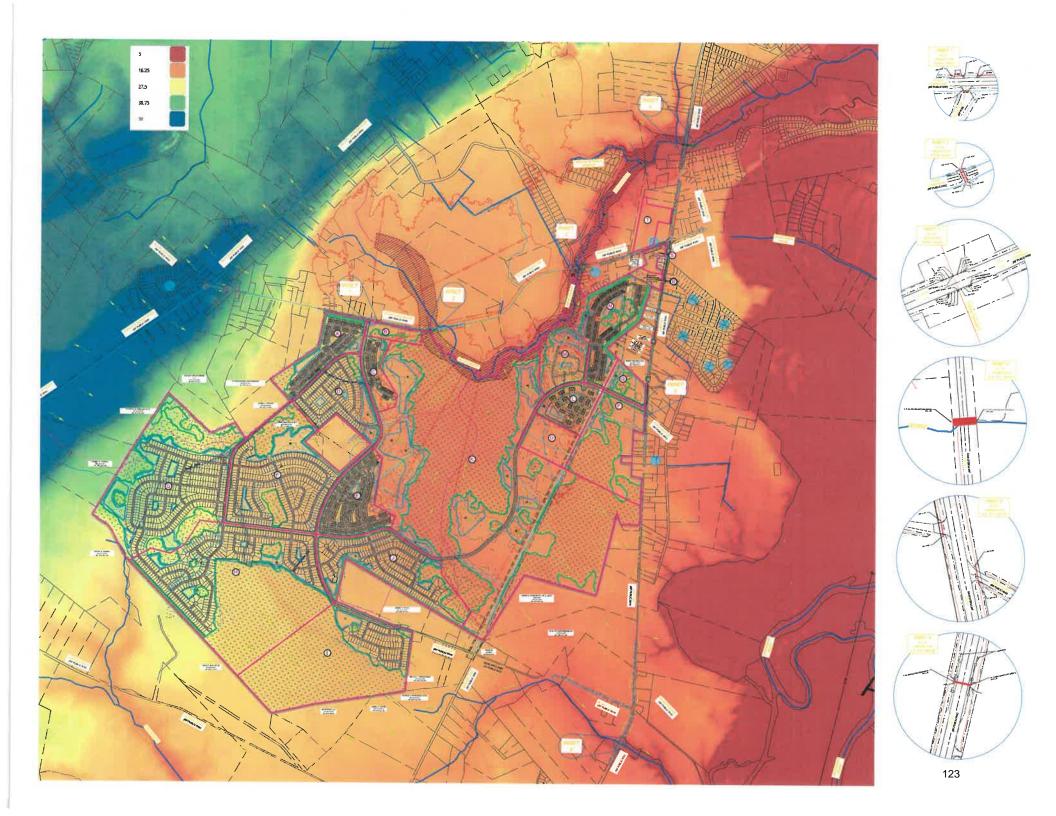


## POST-DEVELOPED CONDITIONS

Post-development drainage basins are shown in an attached exhibit at the end of this report. See the appendices for post-development ICPR model input and results. See "Summary of Results" for pre-development and post-development at the beginning of this report. The hydraulic grade line (peak stage elevation) for all structures in the drainage system for the 25-year storm is also shown in the appendices.

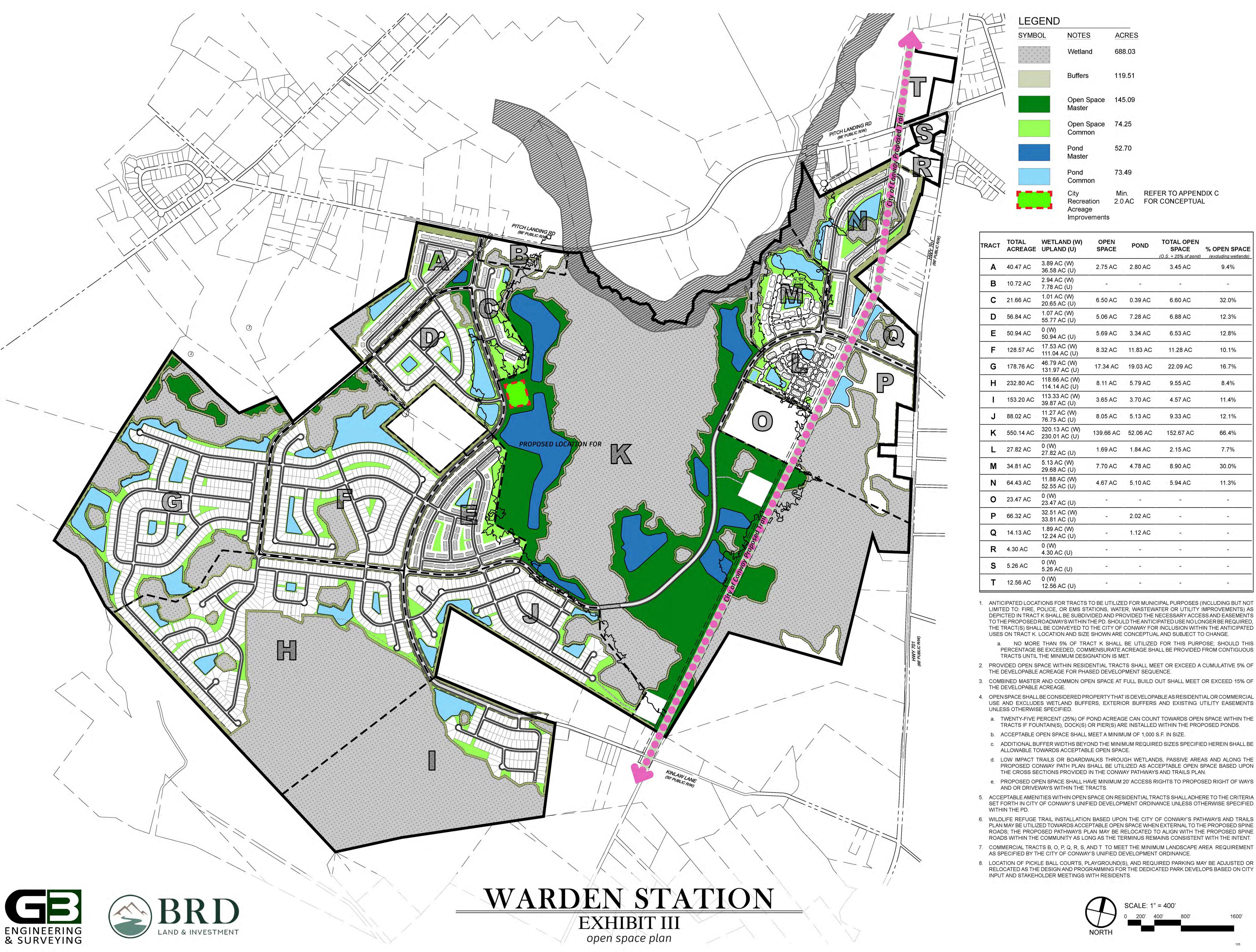
## SUMMARY

The post-developed runoff is detained on site and released at less than pre-developed rates. The storm drainage system exceeds Conway and DHEC/OCRM requirements by designing the system to accommodate the 2-year, 10-year, 25-year and 100-year storm events and reduces the peak discharge post-developments rates for the developable acreage.



## APPENDIX C

City Recreational Exhibit

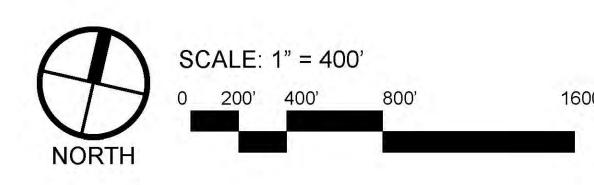


LEGEND NOTES 119.51 Open Space 145.09 Open Space 74.25 52.70 73.49 Common Min. REFER TO APPENDIX C 2.0 AC FOR CONCEPTUAL

Improvements

TRACT TOTAL ACREAGE		WETLAND (W) UPLAND (U)	OPEN SPACE	POND	TOTAL OPEN SPACE (O.S. + 25% of pond)	% OPEN SPACE (excluding wetlands)	
Α	40.47 AC	3.89 AC (W) 36.58 AC (U)	2.75 AC	2.80 AC	3.45 AC	9.4%	
В	10.72 AC	AC 2.94 AC (W)		r -	7 7 7		
С	21.66 AC	1.01 AC (W) 20.65 AC (U)	6.50 AC	0.39 AC	6.60 AC	32.0%	
<b>D</b> 56.84 AC		1.07 AC (W) 55.77 AC (U)	5.06 AC	7.28 AC	6.88 AC	12.3%	
E	50.94 AC	0 (W) 50.94 AC (U)	5.69 AC 3.34 AC		6.53 AC	12.8%	
F	128.57 AC	17.53 AC (W) 111.04 AC (U)	8.32 AC	AC 11.83 AC 11.28 A		10.1%	
G	178.76 AC	46.79 AC (W) 131.97 AC (U)	17.34 AC	19.03 AC	22.09 AC	16.7%	
Н	232.80 AC	118.66 AC (W) 114.14 AC (U)	8.11 AC	5.79 AC	9.55 AC	8.4%	
ĺ	153.20 AC	113.33 AC (W) 39.87 AC (U)	3.65 AC	3.70 AC	4.57 AC	11.4%	
J	88.02 AC	11.27 AC (W) 76.75 AC (U)	8.05 AC	5.13 AC	9.33 AC	12.1%	
K	550.14 AC	320.13 AC (W) 230.01 AC (U)	139.66 AC	52.06 AC	152.67 AC	66.4%	
L	27.82 AC	0 (W) 27.82 AC (U)	1.69 AC	1.84 AC	2.15 AC	7.7%	
M	34.81 AC	5.13 AC (W) 29.68 AC (U)	7.70 AC	4.78 AC	8.90 AC	30.0%	
N	64.43 AC	11.88 AC (W) 52.55 AC (U)	4.67 AC	5.10 AC	5.94 AC	11.3%	
0	23.47 AC	0 (W) 23.47 AC (U)	- 3-	- 1-			
Р	66.32 AC	32.51 AC (W) 33.81 AC (U)		2.02 AC	145		
Q	14.13 AC	1.89 AC (W) 12.24 AC (U)		1.12 AC		-	
R	4.30 AC	0 (W) 4.30 AC (U)	le <del>-</del>		-		
S	5.26 AC	0 (W) 5.26 AC (U)			74		
T	12.56 AC	0 (W) 12.56 AC (U)	· ·	-	-	-	

- DEPICTED IN TRACT K SHALL BE SUBDIVIDED AND PROVIDED THE NECESSARY ACCESS A USES ON TRACT K. LOCATION AND SIZE SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE. a. NO MORE THAN 5% OF TRACT K SHALL BE UTILIZED FOR THIS PURPOSE; SHOULD THIS
- TRACTS UNTIL THE MINIMUM DESIGNATION IS MET. 2. PROVIDED OPEN SPACE WITHIN RESIDENTIAL TRACTS SHALL MEET OR EXCEED A CUMULATIVE 5% OF THE DEVELOPABLE ACREAGE FOR PHASED DEVELOPMENT SEQUENCE.
- 3. COMBINED MASTER AND COMMON OPEN SPACE AT FULL BUILD OUT SHALL MEET OR EXCEED 15% OF THE DEVELOPABLE ACREAGE.
- 4. OPEN SPACE SHALL BE CONSIDERED PROPERTY THAT IS DEVELOPABLE AS RESIDENTIAL OR COMMERCIAL USE AND EXCLUDES WETLAND BUFFERS, EXTERIOR BUFFERS AND EXISTING UTILITY EASEMENTS UNLESS OTHERWISE SPECIFIED.
- a. TWENTY-FIVE PERCENT (25%) OF POND ACREAGE CAN COUNT TOWARDS OPEN SPACE WITHIN THE TRACTS IF FOUNTAIN(S), DOCK(S) OR PIER(S) ARE INSTALLED WITHIN THE PROPOSED PONDS.
- b. ACCEPTABLE OPEN SPACE SHALL MEET A MINIMUM OF 1,000 S.F. IN SIZE.
- c. ADDITIONAL BUFFER WIDTHS BEYOND THE MINIMUM REQUIRED SIZES SPECIFIED HEREIN SHALL BE ALLOWABLE TOWARDS ACCEPTABLE OPEN SPACE.
- d. LOW IMPACT TRAILS OR BOARDWALKS THROUGH WETLANDS, PASSIVE AREAS AND ALONG THE PROPOSED CONWAY PATH PLAN SHALL BE UTILIZED AS ACCEPTABLE OPEN SPACE BASED UPON
- THE CROSS SECTIONS PROVIDED IN THE CONWAY PATHWAYS AND TRAILS PLAN. e. PROPOSED OPEN SPACE SHALL HAVE MINIMUM 20' ACCESS RIGHTS TO PROPOSED RIGHT OF WAYS
- AND OR DRIVEWAYS WITHIN THE TRACTS. 5. ACCEPTABLE AMENITIES WITHIN OPEN SPACE ON RESIDENTIAL TRACTS SHALL ADHERE TO THE CRITERIA SET FORTH IN CITY OF CONWAY'S UNIFIED DEVELOPMENT ORDINANCE UNLESS OTHERWISE SPECIFIED
- 6. WILDLIFE REFUGE TRAIL INSTALLATION BASED UPON THE CITY OF CONWAY'S PATHWAYS AND TRAILS PLAN MAY BE UTILIZED TOWARDS ACCEPTABLE OPEN SPACE WHEN EXTERNAL TO THE PROPOSED SPINE ROADS; THE PROPOSED PATHWAYS PLAN MAY BE RELOCATED TO ALIGN WITH THE PROPOSED SPINE ROADS WITHIN THE COMMUNITY AS LONG AS THE TERMINUS REMAINS CONSISTENT WITH THE INTENT.
- 7. COMMERCIAL TRACTS B, O, P, Q, R, S, AND T TO MEET THE MINIMUM LANDSCAPE AREA REQUIREMENT AS SPECIFIED BY THE CITY OF CONWAY'S UNIFIED DEVELOPMENT ORDINANCE.
- 8. LOCATION OF PICKLE BALL COURTS, PLAYGROUND(S), AND REQUIRED PARKING MAY BE ADJUSTED OR RELOCATED AS THE DESIGN AND PROGRAMMING FOR THE DEDICATED PARK DEVELOPS BASED ON CITY INPUT AND STAKEHOLDER MEETINGS WITH RESIDENTS.





## **APPENDIX D:**

Project Traffic Report

# TRAFFIC IMPACT STUDY

for the

# Warden Tract Mixed-Use Development

Located in City of Conway, South Carolina

Prepared for G3 Engineering, LLC

Prepared by Ramey Kemp Associates



May 2023 RKA Project #22438

## TRAFFIC IMPACT STUDY

for the

# Warden Tract Mixed-Use Development

Located in City of Conway, South Carolina

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

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



May 2023 RKA Project #22438



This document has been digitally signed and sealed by Katelyn N. Love, South Carolina Professional Engineer Number 37486, August 22, 2023. This electronic document is 147 pages in length.

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#### **Table of Contents**

EX	ECUTIVE SU	MMARY	iii
1.	INTRODUCT	ΓΙΟΝ	1
	1.1.	Project Background	1
	1.2.	Existing Roadway Conditions	5
	1.3.	Existing Traffic Count	5
	1.4.	Driveway Location	5
2.	PROJECT TR	AFFIC	9
	2.1.	Proposed Land Uses	9
	2.2.	Trip Generation Estimates	9
	2.3.	Trip Distribution & Assignment	10
3.	TRAFFIC VC	DLUME DEVELOPMENT	14
	3.1.	Future No-Build Traffic Volumes	14
	3.2.	Build Out Traffic Volumes	14
4.	TRAFFIC IM	PACT ANALYSIS	17
	4.1.	Turn Lane Analysis	17
	4.2.	Intersection LOS Analysis	17
	4.3.	Improvement Timing	21
5	SUMMARY	OF FINDINGS AND RECOMMENDATIONS	24



#### **List of Tables**

Table 1 – Street Inventory	5
Table 2 – Trip Generation Estimates	9
Table 3 - HCM 6th Edition LOS Criteria for Unsignalized and Signalized Intersections	18
Table 4 – Intersection Analysis Results	19
Table 5 – Build + Improvement Analysis Results	21
List of Figures	
Figure 1 – Project Location Map	3
Figure 2 – Conceptual Site Plan	4
Figure 3 - Existing Lane Configuration	7
Figure 4 - Existing (2022) Peak-Hour Traffic Volumes	8
Figure 5 - Project Trip Distributions	11
Figure 6 - Project Trip Assignment	12
Figure 7 – Pass-By Trip Assignment	13
Figure 8 - No-Build (2035) Peak-Hour Traffic Volumes	15
Figure 9 - Build (2035) Peak-Hour Traffic Volumes	16
Figure 10 - Proposed Lane Configuration	23

## **List of Appendices**

- A) Traffic Count Data
- B) Traffic Volume Development Worksheets
- C) Turn Lane Analysis Worksheets
- D) Capacity Analysis



#### **EXECUTIVE SUMMARY**

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

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

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

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

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

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



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

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

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

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



#### 1. INTRODUCTION

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

#### 1.1. Project Background

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

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

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

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

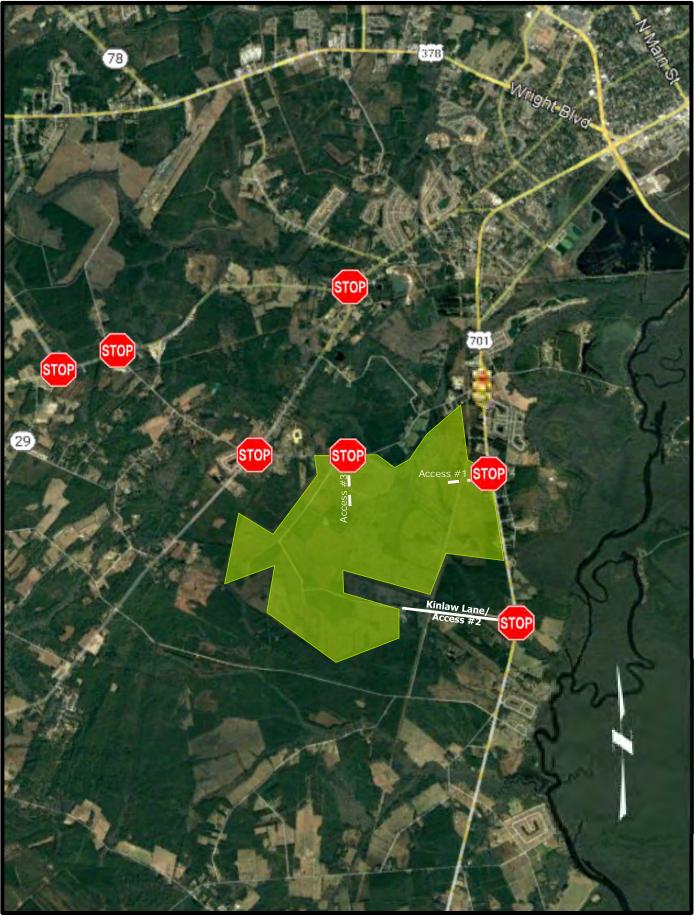
There are planned projects in the area, Perimeter Road and the Southern Evacuation Lifeline, however final traffic studies have not been completed for these projects at the time of this analysis. If these projects become funded and implemented, project traffic from the Warden Tract Mixed-Use development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

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



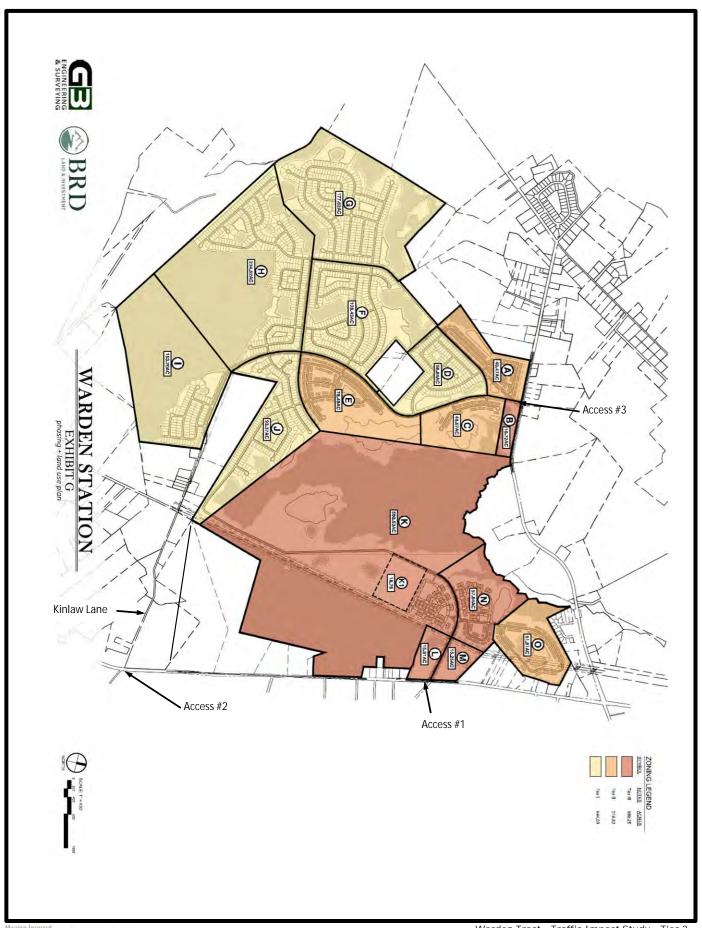
based on the analysis growth rate, respectively. Similarly, the 2050 ADT is projected to grow to approximately 30,500 vpd north of Pitch Landing Road and 14,300 vpd south of Pitch Landing Road. It should be noted the background growth in the area may require roadway and municipal facility improvements.







Warden Tract - Traffic Impact Study - Tier 3 Figure 1 - Project Location Map Page 3





#### 1.2. Existing Roadway Conditions

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

			3		
Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2021 AADT
Pitch Landing Road	S-110	2-lane undivided	45 MPH	SCDOT	N/A
Allen Dew Road	N/A	2-lane undivided	35 MPH	Local	N/A
Willow Springs Road	N/A	2-lane undivided	35 MPH	Local	N/A
Pauley Swamp Road	S-109	2-lane undivided	55 MPH	SCDOT	N/A
Cates Bay Highway	S-29	2-lane undivided	45 MPH	SCDOT	3,5002
Highway 134	S-134	2-lane undivided	50 MPH	SCDOT	N/A
Highway 701	S-701	2-lane undivided	55 MPH	SCDOT	16,600 <sup>1</sup>
Kinlaw Lane	N/A	2-lane undivided	-	Local	N/A

**Table 1 - Street Inventory** 

### **1.3.** Existing Traffic Count

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

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

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

#### 1.4. Driveway Location

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



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

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

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



#### 5. SUMMARY OF FINDINGS AND RECOMMENDATIONS

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

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

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

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

The signalized intersection of US 701 & Pitch Landing Road is expected to operate with delays in the 2035 build conditions. The eastbound approach of the intersection operates as an LOS E in the 2035 AM peak build conditions. Additional improvements such as eastbound dual lefts are likely to be needed for improved operation. Dual lefts will require two receiving lanes on US 701 that



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

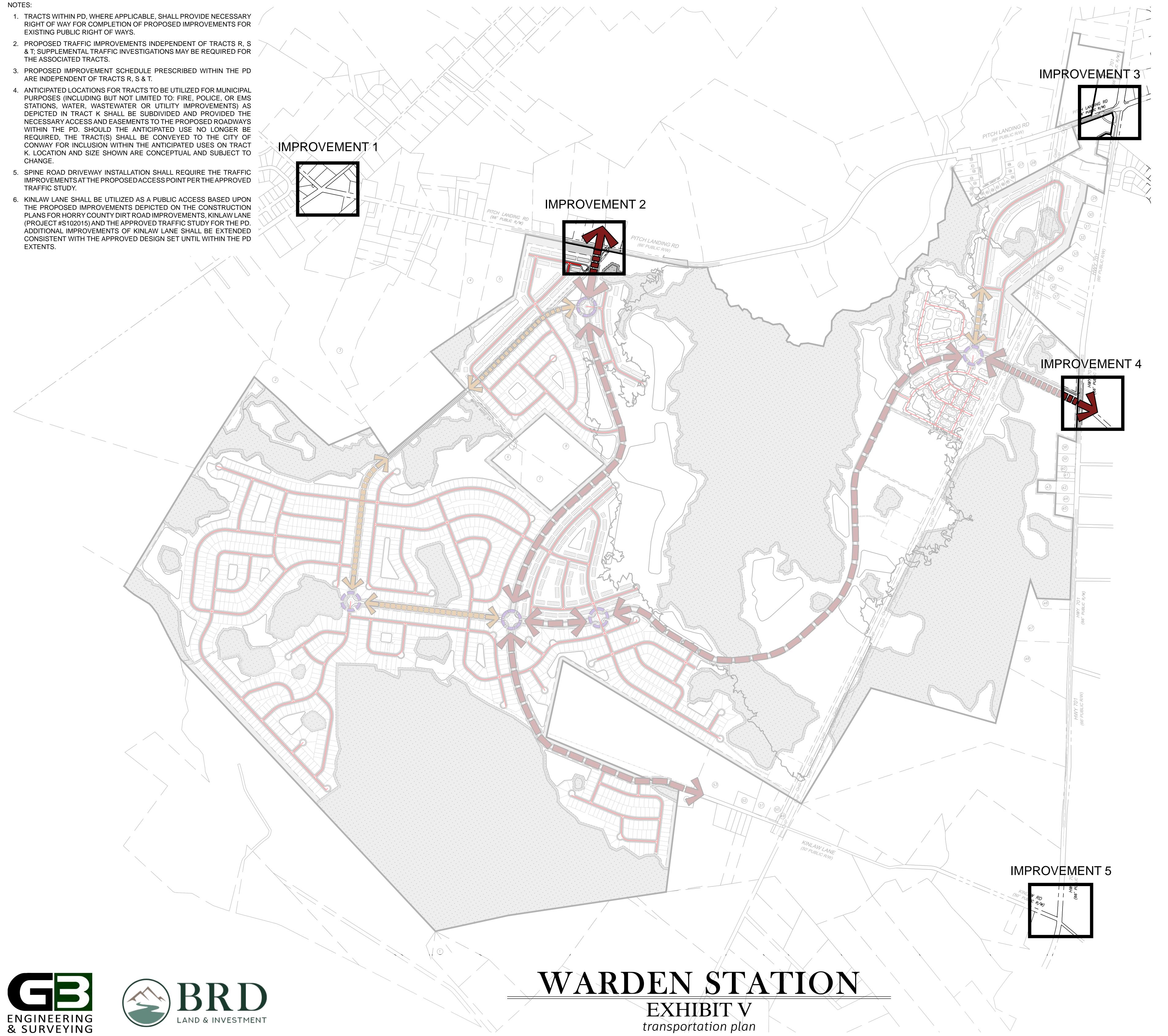
The improvements at the US 701 & Pitch Landing Road intersection include a southbound right-turn lane on US 701, dual left-turns along the westbound approach of Pitch Landing, an additional northbound through lane, and an additional southbound through lane.

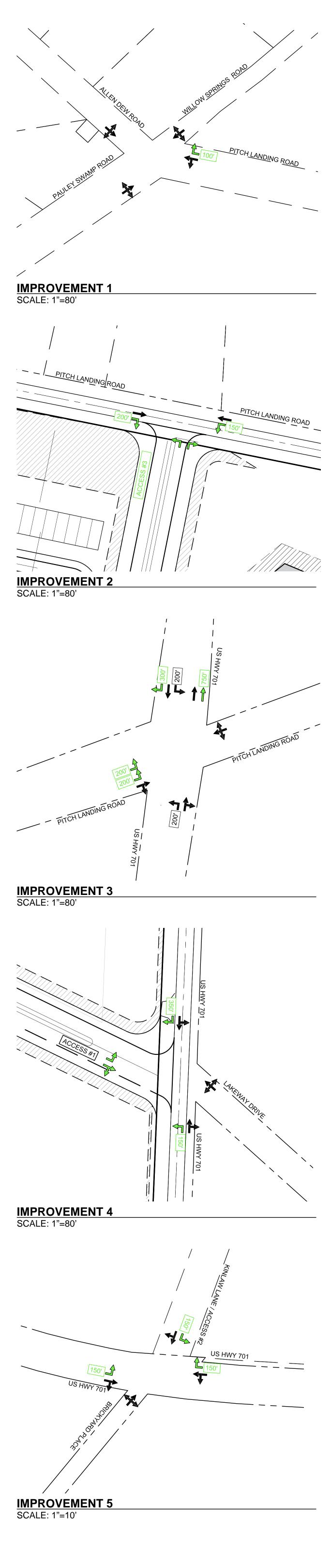
The existing 2022 ADT (Annual Daily Traffic) along the northern portion of US 701 to Pitch Landing Road is 16,600 vpd (SCDOT Station #26-0177). Historical SCDOT Hourly Count Data at this site shows this road segment experiences consistent demand throughout the day from 7 am to 5 pm. The projected ADT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

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

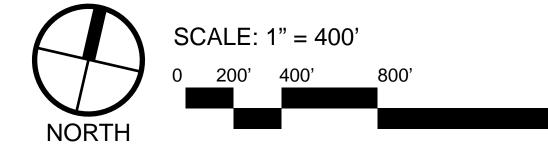


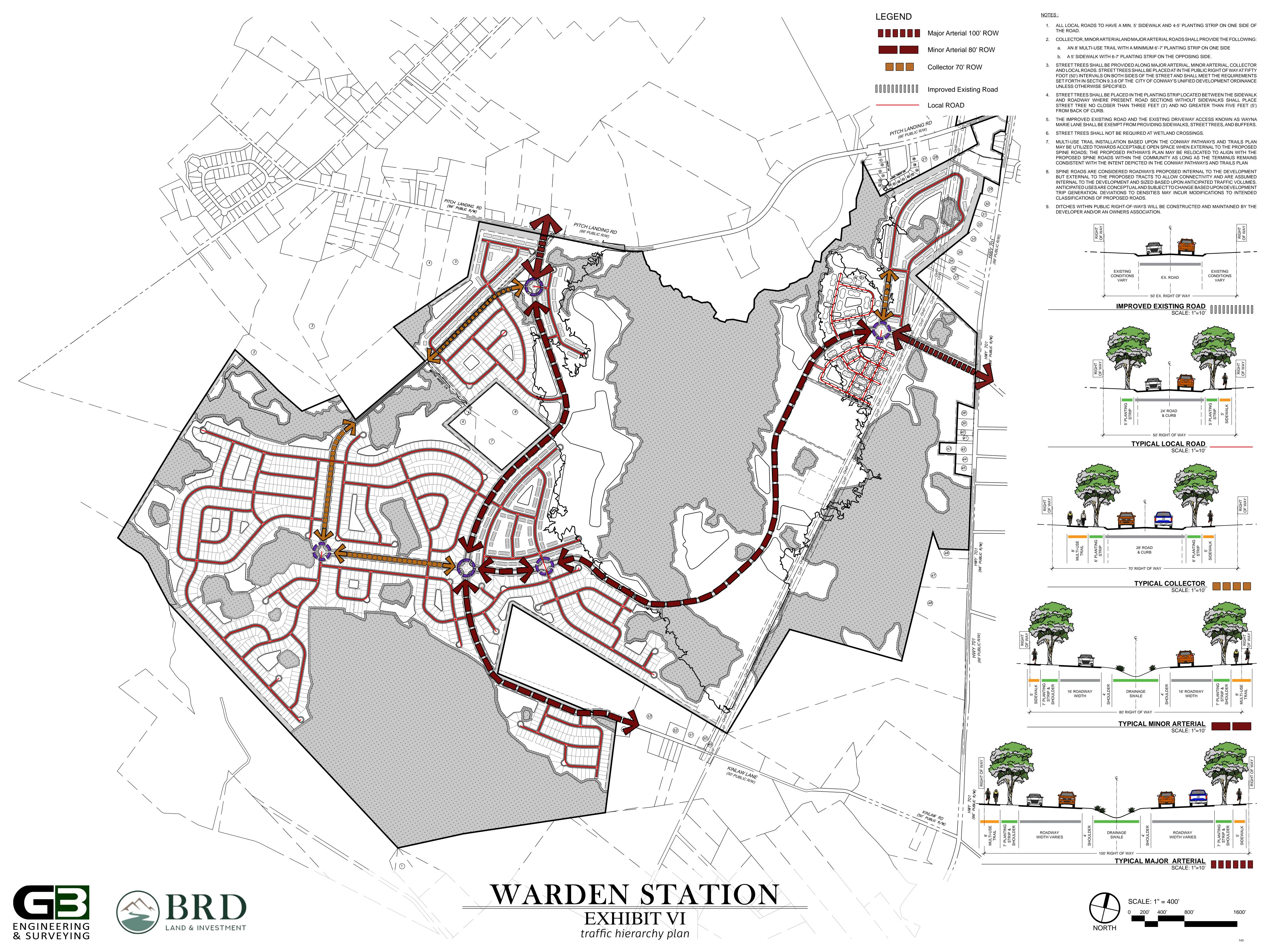
## NOTES:









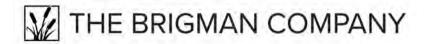


## **APPENDIX E:**

Threatened and Endangered Species

## **APPENDIX F:**

Wetland Letters for Subject Tracts



June 21, 2023

BRD Land and Investments 234 Kinsley Park Drive, Suite 110 Fort Mill, SC 29715

Attention: Elizabeth Kurre

Reference: Wetland Assessment Report

**Portion of the Warden Tract** Conway, Horry County, SC

Dear Ms. Kurre:

The Brigman Company (TBC) has completed a Wetland Assessment for the Portion of the Warden Tract (i.e., the Property). Our services were conducted in accordance with The Brigman Company Professional Services Contract authorized on June 19, 2023. The purpose of this Wetland Assessment is to provide our opinion, based on a site visit and publicly available mapping, as to the potential presence of wetland areas within the Property.

TBC reviewed publicly available mapping sources in preparation of this report, such as: color infrared aerial photographs, U.S. Geological Survey (USGS) 7.5-Minute topographic quadrangle maps, U.S. Department of Agriculture (USDA) soils information, U.S. Fish & Wildlife Service (USF&WS) National Wetland Inventory maps, and LiDAR data. Site observations were conducted on June 20 and 21, 2023.

Based on our review of the previously noted sources of information, in conjunction with the site observations, we believe that the approximate 165-acre Property contains approximately 126 acres of wetlands. The attached exhibit depicts the approximate location of the wetlands on the Property.

Our findings have been developed in accordance with generally accepted standards of practice in the Charleston District of the United States Army Corps of Engineers. No other warranty is expressed or implied. Please be aware that the United States Army Corps of Engineers is the sole authority responsible for certifying the presence or absence of jurisdictional wetlands and future changes in their regulations/guidelines may affect the findings represented in this letter.

TBC appreciates the opportunity to be of service to you by conducting this Wetland Assessment on the above-referenced project. Should you have any questions or require additional information, please contact us at (843) 248-9388.

Sincerely,

Charles C. Oates, Jr. Project Manager





Preliminary Wetland Assessment Exhibit Portion fo the Warden Tract Portion of TMS# 149-00-05-015 Conway, Horry County, SC

June 21, 2023

147= 700



#### **DEPARTMENT OF THE ARMY**

CHARLESTON DISTRICT, CORPS OF ENGINEERS 1949 INDUSTRIAL PARK ROAD, ROOM 140 CONWAY, SOUTH CAROLINA 29526

January 6, 2021

Regulatory Division

Mr. Charles Oates S&ME, Inc. 1330 Highway 501 Business Conway, South Carolina 29527 coates@smeinc.com

Dear Mr. Oates:

This is in response to your request for a preliminary jurisdictional determination (PJD). Based on information submitted to the U.S. Army Corps of Engineers (Corps) we have determined there may be waters of the United States, including wetlands on your parcel located at the following:

Project Number: SAC-2020-01556
County: Horry County
Project/Site Size: 1,668.2 Acres
Latitude: 33.7816°
Longitude: -79.0936°

Project/Site Location: TMS# 149-00-05-015, 012, and 011, located west of

and adjacent to U.S. 701, south of Conway

Waters (Acreage/Linear Feet): 714.3 Acres of wetlands and 107,866 Linear feet of

Non-wetland Waters

A copy of the PJD form and the map dated January 4, 2021, and titled "Preliminary Jurisdictional Determination Exhibit / Conway Warden Station Tract / TMS# 149-00-05-015, 012, and 011 / Conway, Horry County, SC" is enclosed. Please carefully read this form, then sign and return a copy to the project manager at the following Robert.C.Huff@usace.army.mil within 30 days from the date of this notification.

Please be advised a Department of the Army permit will be required for regulated work in all areas which may be waters of the United States, as indicated in this PJD. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a PJD will treat all waters and wetlands, which would be affected in any way by the permitted activity on the site, as if they are jurisdictional waters of the United States. Should you desire an approved Corps determination, one will be issued upon request.

You are cautioned that work performed in areas which may be waters of the United States, as indicated in the PJD, without a Department of the Army permit could subject you to enforcement action.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

If you submit a permit application as a result of this PJD, include a copy of this letter and the depiction as part of the application. Not submitting the letter and depiction will cause a delay while we confirm a PJD was performed for the proposed permit project area. Note that some or all of these areas may be regulated by other state or local government entities, and you should contact the South Carolina Department of Health and Environmental Control, Bureau of Water and/or Office of Ocean and Coastal Resource Management, to determine the limits of their jurisdiction.

In all future correspondence, please refer to file number SAC-2020-01556. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact me at (843) 365-4316, or by email at Robert.C.Huff@usace.army.mil.

Sincerely,

Digitally signed by HUFF.ROBERT.CHURCHFUL.III.10 53912733 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=HUFF.ROBERT.CHURCHFUL.I

Rob Huff Team Lead

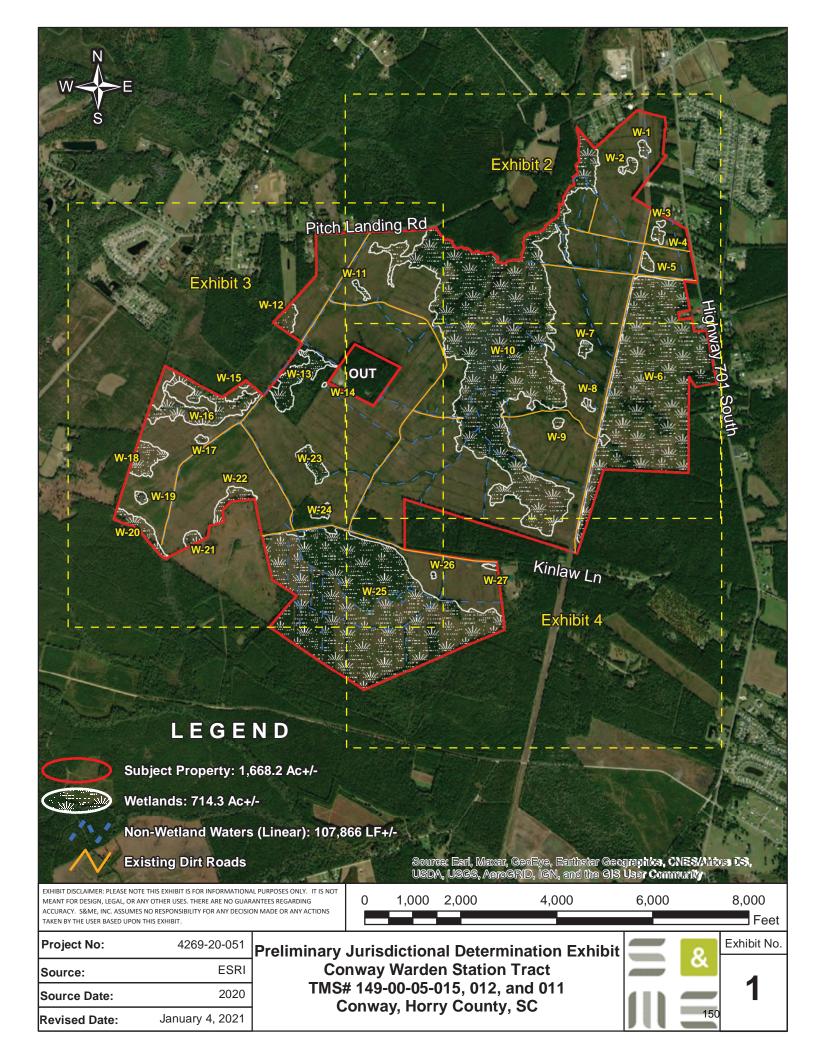
Enclosures:

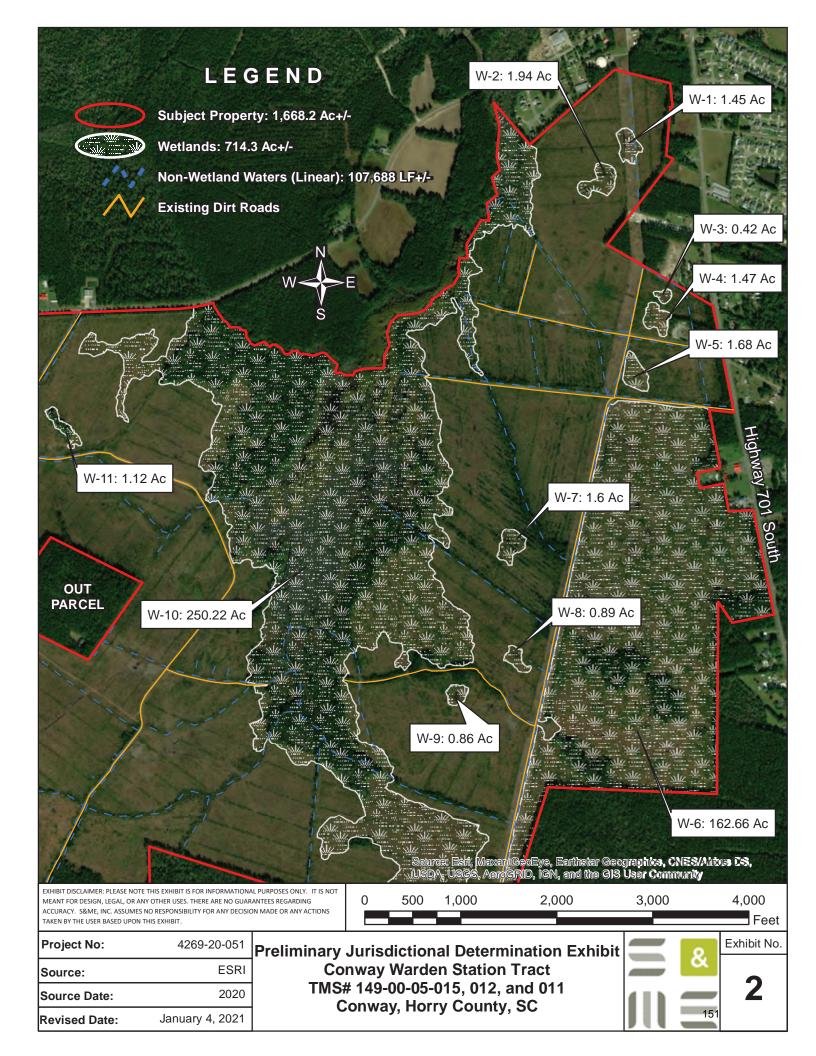
Preliminary Jurisdictional Determination Form Notification of Appeal Options Map titled "Preliminary Jurisdictional Determination Exhibit / Conway Warden Station Tract / TMS# 149-00-05-015, 012, and 011 / Conway, Horry County, SC"

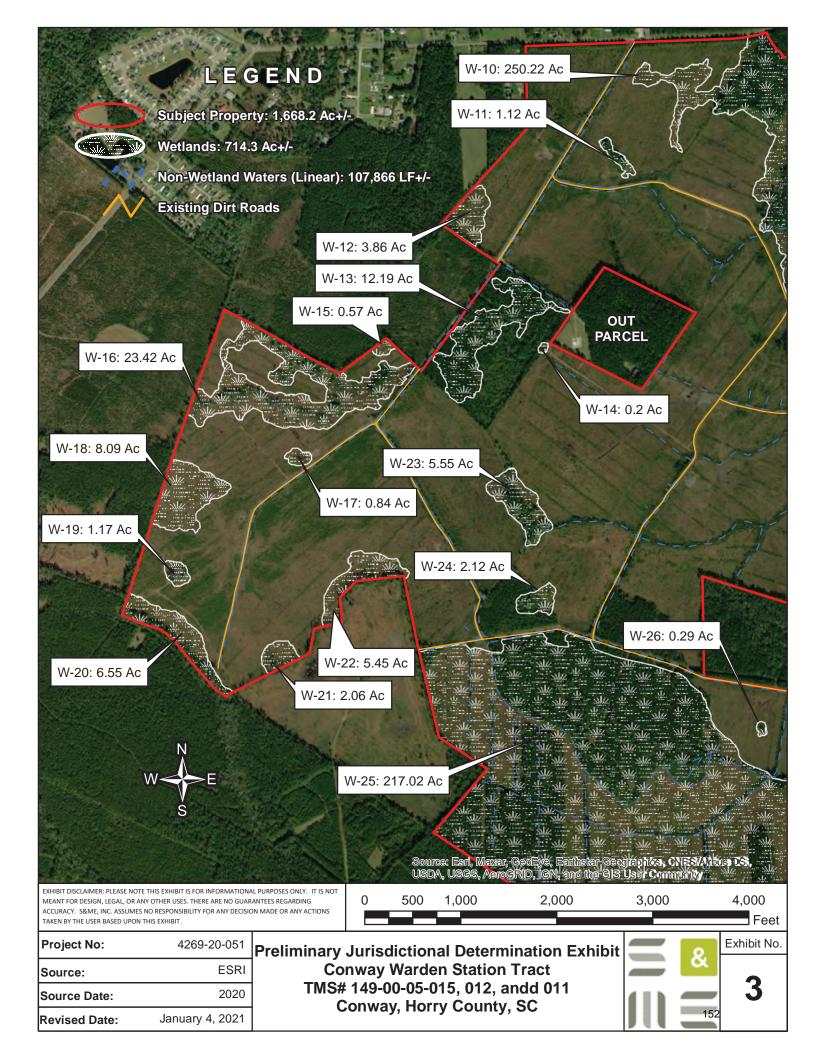
#### Copies Furnished:

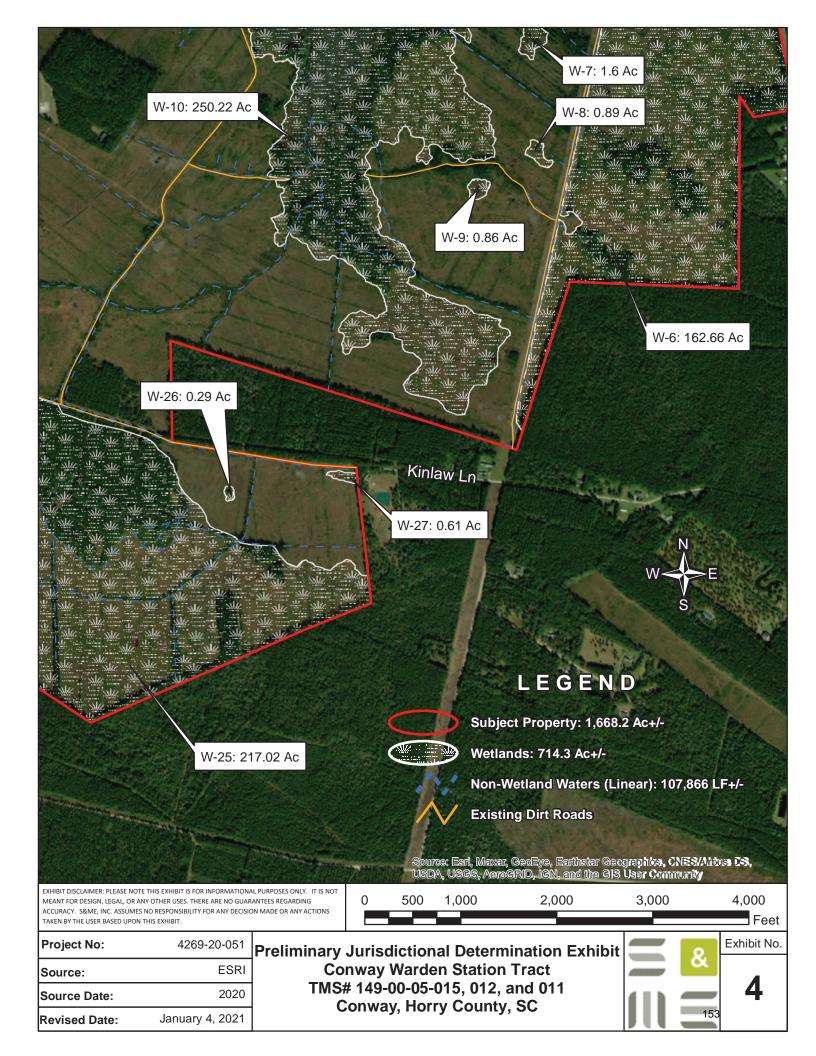
Mr. Hunter Dawkins Johnson Development Associates, Inc. 100 Dunbar Street, Suite 400 Spartanburg, South Carolina 29306 hdawkins@johnsondevelopmnet.net

SC DHEC - OCRM 1362 McMillan Avenue, Suite 400 North Charleston, South Carolina 29405 OCRMPermitting@dhec.sc.gov









#### **Brandon Truesdale**

From: Josh M <josh@pdscarolinas.com>
Sent: Monday, March 27, 2023 5:06 PM

**To:** Brandon Truesdale; Felix Pitts; Kaitlyn Weimer

**Cc:** Patrick Quinn; Elizabeth Kurre

**Subject:** FW: SAC-2023-00042 Evelyn Richardson Tract Delineation Concurrence

**Attachments:** SAC-2023-00042 Wetland Map.pdf

G3, see attached and email below. We are good to go on Richardson Tract (Warden Station) wetlands.

Thanks.

**From:** Elizabeth Kurre < lizzy@pdscarolinas.com> **Date:** Monday, March 27, 2023 at 4:13 PM **To:** Josh M < josh@pdscarolinas.com>

Subject: FW: SAC-2023-00042 Evelyn Richardson Tract Delineation Concurrence

Everything is approved and no further action is needed for the wetland deliniation for the Richardson Tract.

Thanks, Lizzy Kurre 434-996-9680

From: Elizabeth Kurre

Sent: Monday, February 20, 2023 10:57 AM

To: Brandon Truesdale <brandon@g3engineering.org>; Felix Pitts <Felix@g3engineering.org>; Kaitlyn Weimer

<kweimer@g3engineering.org>

**Cc:** Patrick Quinn <pat@pdscarolinas.com>; Josh M <josh@pdscarolinas.com> **Subject:** FW: SAC-2023-00042 Evelyn Richardson Tract Delineation Concurrence

Good Morning Brandon,

Not sure if you all got this e-mail as well but attached is the wetlands map for the Richardson Tract. Please let me know if you have any questions about it or need additional information.

Thanks, Lizzy Kurre 434-996-9680

From: Huff, Robert C CIV USARMY CESAC (USA) < <a href="mailto:Robert.C.Huff@usace.army.mil">Robert.C.Huff@usace.army.mil</a>

Sent: Wednesday, February 15, 2023 11:33 AM

To: Elizabeth Kurre < lizzy@pdscarolinas.com>; coates@thebrigmancompany.com

Cc: OCRMPermitting@dhec.sc.gov

Subject: SAC-2023-00042 Evelyn Richardson Tract Delineation Concurrence

This is in response to your request for a Delineation Concurrence (SAC-2023-00042), received in our office on December 21, 2022, for a 72.8-acre site identified as Tax Map Sequence (TMS) # 160-00-01-004 located southwest of Kinlaw Lane near Conway, Horry County, South Carolina (Latitude: 33.7729°, Longitude: -79.1076°).

The review area is part of an overall project known as Evelyn Richardson Tract. Based on a review of the information you submitted, the delineated boundaries depicted on the map titled "Delineation Concurrence Exhibit / Evelyn Richardson Tract / TMS# 160-00-01-004" and dated December 21, 2022, are a reasonable representation of the aquatic resources located onsite.

This information is sufficient for planning and permitting purposes with our office. Unless otherwise requested, no further correspondence will be forthcoming regarding this request.

In all future correspondence, please refer to file number SAC-2023-00042. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact Rob Huff, Team Lead, at (843) 365-4239, or by email at <a href="Robert.C.Huff@usace.army.mil">Robert.C.Huff@usace.army.mil</a>.

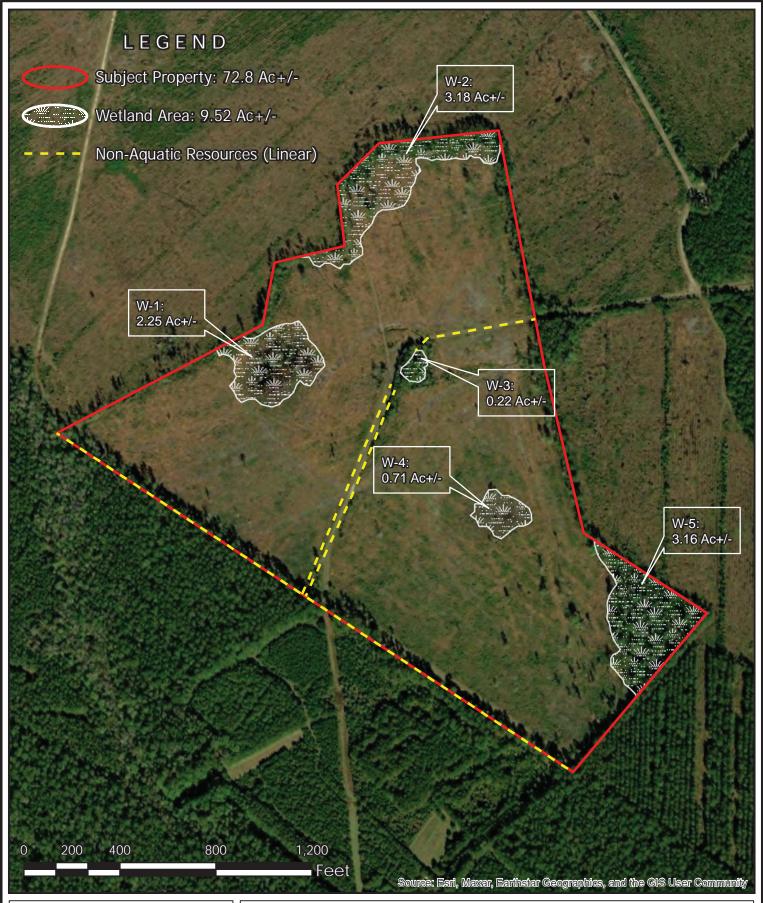
Sincerely,

Rob Huff Team Lead / Biologist Northeast Branch, USACE 843.365.4239



Due to the current situation involving COVID-19, I am currently teleworking and will generally available via email. Please be advised that response time may be delayed due to remote network connectivity and an increased volume of virtual meetings. Thanks in advance for your patience.

Complete our Regulatory Service Survey at <a href="https://regulatory.ops.usace.army.mil/customer-service-survey/">https://regulatory.ops.usace.army.mil/customer-service-survey/</a>





#### Delineation Concurrence Exhibit

Evelyn Richardson Tract TMS# 160-00-01-004 Conway, Horry County, South Carolina December 21, 2022



07 Main Street - Conway, SC 29526 - Phone (843) 248-9388 - www.TheBrigmanCompany.com

jobs/2022/02337-22483

Sincerely,

Rob Huff Project Manager

Enclosure: Approved Jurisdictional Determination Form Notification of Appeal Options

Copy Furnished:

South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management 1362 McMillan Avenue, Suite 400 Charleston, South Carolina 29405

> Huff/RD 7/1/01 M -Konickson/RD 7-2-09 CK



#### DEPARTMENT OF THE ARMY

CHARLESTON DISTRICT, CORPS OF ENGINEERS 1949 Industrial Park Road, Room 140 Conway, South Carolina 29526

July 1, 2009

Regulatory Division

White Oak Forest, LLC c/o Mr. Charles Oates S&ME, Inc. 1330 Highway 501 Business Conway, South Carolina 29526

Re: SAC 2001-34600-3JH

Horry County

Dear Mr. Oates:

This is in response to your letter of June 15, 2009, requesting a wetland determination, on behalf of White Oak Forest, LLC, for a 15.03 acre tract located adjacent to and north of the intersection of U.S. Highway 701 and S.C. Highway 110, Buck's Township, Horry County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by Terry M. Watson, dated September 10, 1999, and entitled "Plat/ of a Boundary Survey of Tract B. containing 15.03 acres/ of land in Buck's Township, Horry County, S.C. surveyed / for White Oak/ Forest LLC".

Based on an on-site inspection and a review of aerial photography and soil survey information, it has been determined that the referenced property does not contain any wetland areas or other waters of the United States and, as such, Department of the Army authorization will not be required for mechanized land clearing, excavation, or the placement of dredged or fill material on this site.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. For the purposes of 33 CFR 331.2, this is considered to be an approved jurisdictional determination.

In future correspondence concerning this matter, please refer to SAC 2001-34600-3JH. A copy of this letter is being forwarded to the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management. for their information.

In order to assist us in improving our service to you, please complete the online survey found at <a href="http://regulatory.usacesurvey.com/">http://regulatory.usacesurvey.com/</a>. If you have any questions concerning this matter, please contact me at 843-365-1726.



#### **DEPARTMENT OF THE ARMY**

U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT 1949 INDUSTRIAL PARK ROAD, ROOM 140 CONWAY, SOUTH CAROLINA 29526

March 5, 2023

Regulatory Division

Mr. Patrick Quinn BRD Land & Investment 234 Kinsley Park Drive Fort Mills, South Carolina 29715 pat@pdscarolinas.com

Dear Mr. Quinn:

This is in response to your request for an Approved Jurisdictional Determination (AJD) (SAC-2022-01538) received in our office on October 17, 2022, for a 21.5-acre site identified as Tax Map Sequence (TMS) #s 381-00-00-003, 381-08-01-0006, 381-08-04-0009, 0012 and 0014, located north and south of Pitch Landing Road near Conway, in Horry County, South Carolina (Latitude: 33.8006°, Longitude: -79.0785°). An AJD is used to indicate the Corps has identified the presence or absence of wetlands and/or other aquatic resources on a site, including their accurate location(s) and boundaries, as well as their jurisdictional status pursuant to Section 404 of the Clean Water Act (CWA) (33 U.S.C. § 1344) and/or navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act of 1899 (RHA) (33 U.S.C. § 403).

The site is shown on the attached map entitled "Approved Jurisdictional Determination Exhibit / Pitch Landing Road Tracts / PIN# 381-00-00-003, 381-08-01-0006, 381-08-04-0012, 0014, 0009 / Conway, Horry County, South Carolina / October 10, 2022" and dated October 10, 2022, prepared by The Brigman Company. Based on a review of aerial photography, topographic maps, National Wetlands Inventory maps, soil survey information, Wetland Determination Data Form(s), and Previous Jurisdictional Determination SAC-2001-34600-3JH, dated July1, 2009, we conclude the site, as shown on the referenced map, does not contain any aquatic resources subject to regulatory iurisdiction under Section 404 of the CWA or Section 10 of the RHA.

Attached is a form describing the basis of jurisdiction for the delineated area(s). Note that some or all of these areas may be regulated by other state or local government entities, and you should contact the South Carolina Department of Health and Environmental Control, Bureau of Water, or Department of Ocean and Coastal Resource Management, to determine the limits of their jurisdiction.

This AJD is valid for five (5) years from the date of this letter unless new information warrants revision before the expiration date. This AJD is an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR Part 331. The

administrative appeal options, process and appeals request form is attached for your convenience and use.

This AJD was conducted pursuant to Corps of Engineers' regulatory authority to identify the limits of Corps of Engineers' jurisdiction for the particular site identified in this request. This AJD may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

In all future correspondence, please refer to file number SAC-2022-01538. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact Rob Huff, Team Lead, at (843) 365-4239, or by email at Robert.C.Huff@usace.army.mil.

Sincerely,

Rob Huff Team Lead

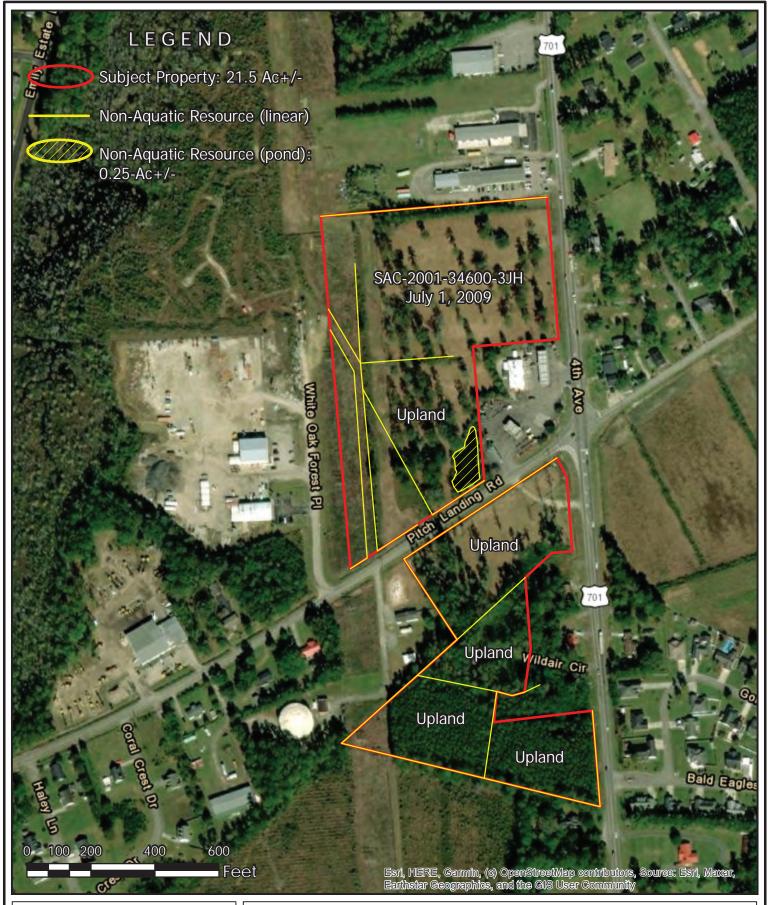
Attachments:

Approved Jurisdictional Determination Form Notification of Appeal Options
Map entitled "Approved Jurisdictional Determination Exhibit / Pitch Landing Road Tracts / PIN# 381-00-00-003, 381-08-01-0006, 381-08-04-0012, 0014, 0009 / Conway, Horry County, South Carolina / October 10, 2022"

#### Copies Furnished:

Mr. Charles Oates, Jr.
The Brigman Company, Inc.
PO Box 1532
Conway, South Carolina 29528
coates@thebrigmancompany.com

SCDHEC - OCRM 1362 McMillan Avenue, Suite 400 North Charleston, South Carolina 29405 OCRMPermitting@dhec.sc.gov

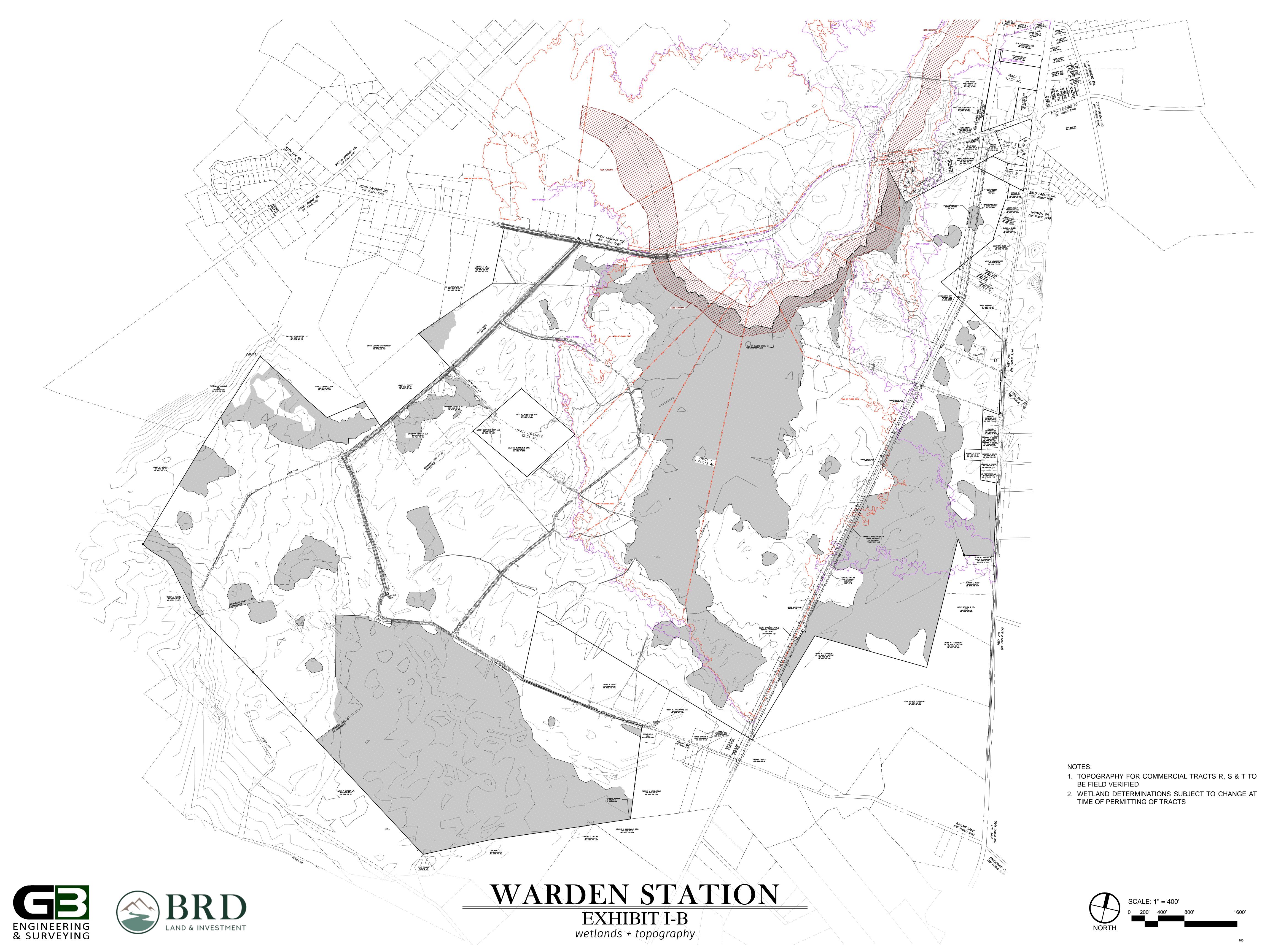




Approved Jurisdictional Determination Exhibit

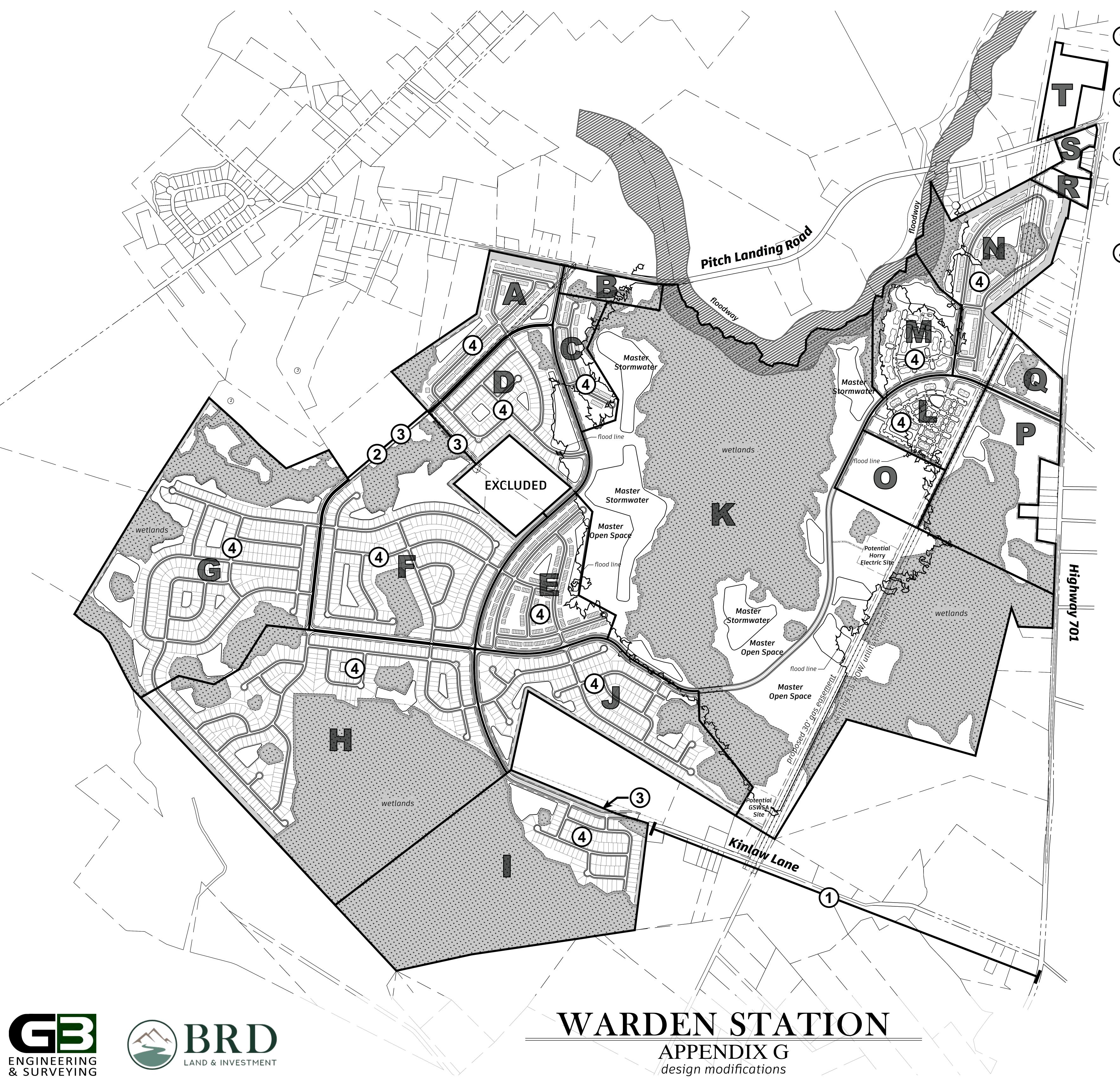
Pitch Landing Road Tracts
PIN# 381-00-00-003, 381-08-01-0006, 381-08-04-0012, 0014, 0009
Conway, Horry County, South Carolina
October 10, 2022

**162**= 300 '



# **APPENDIX G:**

Design Modifications Approved as part of PD



**DESIGN MODIFICATIONS:** 

KINLAW LANE SHALL BE UTILIZED AS A PUBLIC ACCESS BASED UPON THE PROPOSED IMPROVEMENTS DEPICTED ON THE CONSTRUCTION PLANS FOR HORRY COUNTY DIRT ROAD IMPROVEMENTS: KINLAW LANE (PROJECT #S102015). (DEVIATION FROM COMPLETE STREETS)

THE EXISTING PORTION OF BLAZE TRAIL ABUTTING PIN 380-00-00-0039 SHALL BE UTILIZED AS A PUBLIC ACCESS BASED UPON THE EXISTING ROADWAY CROSS SECTION AND PAVING IMPROVEMENTS ON THE EXISTING ROADWAY. (DEVIATION FROM COMPLETE STREETS).

BUFFERS, STREET TREE PLANTINGS AND SIDEWALKS SHALL NOT BE REQUIRED ALONG THE FOLLOWINGS SECTIONS OF ROADWAYS (DEVIATION FROM BUFFER REQUIREMENTS; LANDSCAPING REQUIREMENTS; DESIGN STANDARDS):

 ALONG THE IMPROVED LOCAL ROAD (KNOWN AS BLAZE TRAIL) ADJACENT TO PIN 380-00-00-0039

ALONG THE EXISTING DRIVEWAY ACCESS KNOWN AS WAYNA MARIE LANE

 ALONG THE EXISTING PORTIONS OF KINLAW LANE UNTIL THE FULL LANDSCAPE BUFFER WIDTH IS PERMITTED WITHIN THE PD EXTENTS.

SIDEWALKS SHALL BE INSTALLED ALONG BOTH SIDES OF COLLECTOR AND ARTERIAL ROADWAYS INTERNAL TO THE PD IN ACCORDANCE WITH THE CROSS SECTIONS PRESCRIBED. LOCAL ROADWAY DESIGNATIONS SHALL INSTALL A FIVE (5) FOOT SIDEWALK ALONG ONE SIDE OF THE PUBLIC RIGHT OF WAYS. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MATERIALS APPROVED IN THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE AND CITY OF CONWAY PATHWAYS AND TRAILS PLAN. (DEVIATION FROM DESIGN STANDARDS; DIMENSIONAL REQUIREMENTS; ACCESS AND CIRCULATION).



DATE: DECEMBER 4, 2023

ITEM: VIII.B

#### **ISSUE:**

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

#### **BACKGROUND:**

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

#### DEVELOPMENT AGREEMENTS.

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

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

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

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

#### **PLANNING COMMISSION:**

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

#### **RECOMMENDATION:**

Should the Warden Station 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** #ZA2023-10-02 (A).

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

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

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

RATIFIED BY CITY COUNCIL, duly ass	sembled, this	day of
, 2024.		
Barbara Jo Blain-Bellamy, Mayor	Justin D. Jordan, Mayor Pro Tem	
K. Autry Benton Jr., Council Member	Amanda Butler, Council Member	
William M. Goldfinch IV, Council Member	Beth Helms, Council Member	
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk	
First Reading:		
Final Reading:		

STATE OF SOUTH CAROLINA	)	DEVELOPMENT AGREEMENT FOR
COUNTY OF HORRY	)	WARDEN STATION
		T ("Agreement") is made and entered this day
of, 2023, by and	between <b>BR</b> I	D LAND & INVESTMENT, LP, a South Carolina
1 1		successors and assigns (" <i>Developer</i> "), and the <b>VAY</b> , a body politic under the laws of the State of

CTATE OF COLITIL CADOLINIA

**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, well planned and designed development and a stable and viable tax base; and

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

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

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

WHEREAS, the City, at the request of the Developer, has annexed the real property more particularly shown and depicted on <u>Exhibit "B"</u> attached hereto (the "*Property*"), and simultaneously approved under an amendment to the zoning ordinances of the City to create the Warden Station Planned Development ("*PD*") under the ordinances of the City of Conway, together with this Agreement, on or about the \_\_\_\_ day of \_\_\_\_\_\_\_, 2023; and

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

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

1. <u>INCORPORATION</u>. 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. <u>**DEFINITIONS**</u>. As used herein, the following terms mean:

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

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

"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 Master Site Plan, as the same may be amended.

"Developer" means BRD Land & Investment, LP, a South Carolina limited partnership, 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.

"Developer Default" for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) once commenced, Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

- "Developer Default Remedy" notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; (ii) seek injunctive relief to stop any such continuing Developer Default, or (iii) any other remedy available at law or in equity.
- "Development Rights and Obligations" means the rights, obligations, benefits and approvals of the Developer(s) under the PD and this Agreement.
- "Development Work" means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.
  - "Effective Date" means the date on which the last of the parties has executed this Agreement.
- "Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States" means those areas identified by the United States Army Corps of Engineers ("Corps") and/or the South Carolina Department of Health and Environmental Control ("DHEC") or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DHEC.
- "Land Development Regulations" means the Land Development Regulations for the City, as amended and in effect as of the date hereof, a complete copy of which is attached hereto as **Exhibit** "D", or further amended from time to time pursuant to this Agreement.
- "Master Site Plan" means that certain master site plan prepared by Developer, which Master Site Plan depicts the portion of the Property, for purposes of showing the density, site arrangement, and responsibilities for off-site roadway improvements, and a copy of such Master Site Plan being attached to the PD, and also being attached hereto as **Exhibit "C"**.
- "Owners Association" means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee.
- "**PD**" means the Warden Station Planned Development, under the Code of Ordinances for the City, as amended.
- "Project" means a master planned community to include single family detached lots, single family attached lots, single family attached condominiums, single family in common, multi-family and various commercial and recreational uses, in a single project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.
- "Property" means those parcels of land more particularly shown and depicted on **Exhibit** "B" attached hereto.
  - "Residential Unit" means a single-family home, whether attached or detached, or a multi-

family home, within the Property, as shown and depicted on the Master Site Plan, as the same may be amended.

"Term" means the duration of this Agreement as set forth in Section 3 hereof.

- 3. **TERM**. The Developer represents and warrants that the Property consists of a total of not less than 1,000 acres and not more than 2,000 acres of "highland" within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is Twenty (20) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial Twenty-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year At the conclusion of the initial Five (5) year extension of the Term, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for up to Two (2) additional Five (5) year terms. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.
- 4. **DEVELOPMENT OF THE PROPERTY**. The Property shall be developed in accordance with this Agreement, the PD, including the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.
- 5. <u>CONVEYANCES OF PROPERTY AND ASSIGNMENT OF</u>
  <u>DEVELOPMENT RIGHTS AND OBLIGATIONS</u>. The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:
- (A) <u>Conveyance of Property</u>. 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.

- Assignment of Development Rights and Obligations. The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 5, the following activities on the part of Developer shall not be deemed "development of the Property": (i) the filing of this Agreement, the Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances, including the PD; (ii) the subdivision and conveyance of any portions of the Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as "Open Space" on the Master Site Plan to any person or entity so long as the same shall be restricted in use to "open space"; (iv) the subdivision and conveyance of portions of the Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed "development" under the Act.
- 6. **DEVELOPMENT SCHEDULE**. The Property shall be developed in accordance with the development schedule, attached as Exhibit "E" (the "Development Schedule"). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively "Force Majeure"), and the Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.
- 7. **EFFECT OF FUTURE LAWS**. Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Land

Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single-family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Act and this Agreement.

8. <u>INFRASTRUCTURE AND SERVICES.</u> 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) <u>Public Roads</u>. All roads within the Project serving the Residential Units and Commercial Units shall be public roads, unless otherwise indicated on the Master Site Plan. All public roadways shall be constructed to City standards unless specifically modified herein, will be approved by the City Planning Commission as part of the subdivision plat approval process, and will be dedicated to, conveyed, maintained and repaired by the City.
- (B) <u>Storm Drainage System</u>. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances. 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.
- (C) <u>Solid Waste and Recycling Collection</u>. 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) <u>Police Protection</u>. 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) <u>Fire Services</u>. 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) <u>Emergency Medical Services</u>. 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) <u>School Services</u>. 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) <u>Private Utility Services</u>. 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) <u>Streetlights</u>. Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly-situated neighborhoods within the City, the City shall contribute toward the monthly cost for each streetlight in an amount equal to the costs for the base street light fixture offered by the utility provider. The remaining monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.
- (J) No Donation of Acreage for Sewer Plant Expansion. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City, provided, however, that this provision shall not be deemed to preclude the City from requiring additional sewer pump station facilities, to subsequently be dedicated and conveyed to the City.
- (K) No Required Donations for Civic Purposes. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer, except to the extent parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan.
  - (L) **Easements**. Developer shall be responsible for obtaining, at Developer's

cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

- (M) <u>Ponds and Lakes</u>. As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved Master Site Plan for the Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be (i) conveyed to the City subject to an easement for maintenance obligations on the part of the Developer; (ii) maintained by the Developer; or (iii) conveyed to an Owners Association for on-going maintenance following completion of the Project.
- 9. <u>IMPACT FEES</u>. 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.
- 10. ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS. The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees, 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 ("CPP") 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 any additional public benefits, as follows:
- (A) <u>Sanitation Services Enhancement Fee</u>. As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, A sanitation service enhancement fee (the "Sanitation Services Enhancement Fee") in an amount equal to \$\_\_\_\_\_ per residential lot or residential unit (individually a "<u>Residential Unit</u>" and collectively "<u>Residential Units</u>"), and \$\_\_\_\_\_ per 1,000 square feet of commercial space (individually a "<u>Commercial Unit</u>" and collectively the "<u>Commercial Units</u>"), which shall be payable at the time of building permit application.
- (B) <u>Public Safety Enhancement Fee</u>. 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 \$\_\_\_\_\_ per Residential Unit, and \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application. The purpose of the public safety enhancement fee is to offset the additional costs anticipated to be incurred by the City as a result of the PD, including the addition of Four (4) police officers, One (1) detective, Five

- (5) additional police vehicles, and the costs of required equipment for each of such police officers and police vehicles.
   (C) A parks and recreation enhancement fee in an amount equal to \$\_\_\_\_\_ per Residential Unit, which shall be payable to the time of building permit application.
   (D) A planning and development service enhancement fee in an amount equal to \$\_\_\_\_\_ per Residential Unit, and an amount equal to \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application.
- (E) The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 100', including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100' in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60', and the roadway improvements thereon (the "Spine Road"), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be completed within such respective subdivision until such portion of the Spine Road has been completed. Notwithstanding any other provision herein, the Developere shall install, as a part of the initial Spine Road installation, not less than Two (2) lanes, along the entire corridor of the Spine Road, such that the PD will have not less than Two (2) means of access on or before the recording of the first final plat for any subdivision within the PD.
- (F) The installation of a multi-purpose path of 8' in width on one side3 of the road, and a 5' sidewalk on the opposite side of the road, following the internal Spine Road, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path or sidewalk is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-purpose path and/or shall be bonded for completion, in accordance with the bonding requirements of the City. The installation of this path must be in accordance with the City's Pathway's and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.
- (G) As a requirement, the installation of at least One (1) new sewer pump station on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water & Sewer Authority ("<u>GSWSA</u>"), or such other agency then providing sanitary sewer service to the Subject Parcels.
- (H) Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.

- The installation of roadway improvements to Five (5) separate roadway intersections, Three (3) existing roadway intersections, and Two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the Transportation Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit VII. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-ofway not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may (i) acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements and provide access to the Developer for the installation of such improvements, or, (ii) in the event the City declines to acquire such additional required right-ofway, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer's estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the city, with the City then having the burden of installing such roadway intersection improvements at a time and under the conditions as determined by the City to be reasonable. The respective roadway intersections must be completed on or before the time on which any subdivision within the PD which is accessed by way of such roadway intersection is completed, as evidenced by the recording of a final plat, or by recording of a master deed creating any in-common units, together with any utilities which are to provide service to such subdivision within the PD. The intent of this provision is to insure that either (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements have been paid to the City by the Developer, to the extent not previously completed by Developer, with each of such roadway intersection improvements being completed on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.
- (J) Conveyance to the City of approximately 500 acres of real property, shown and delineated on the Master Site Plan (the "City Recreation Acreage"), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under Appendix A, Exhibit IV, which City Recreation Acreage may be conveyed in one or more parcels, each 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, Developer shall have completed, caused to be completed, or bonded for future completion, in accordance with the typical bonding requirements of the City, the following improvements, each to be shown on the Open Space Plan:
  - (a) Installation of not less than Four (4) pickle ball courts;
  - (b) Installation of a floodproof playground, adequate in size to accommodate the number of children anticipated to use such playground at the completion of the PD;
  - (c) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
  - (d) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD.
  - (e) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and

ponds at the sole cost and expense of Developer.

- (f) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City's standard procedures for bonds and financial guarantees.
- (K) Installation of a Wildlife Refuge Trail connection, in accordance with the City's Pathway's and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction, Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage.
- (L) <u>Tree Preservation</u>. Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved.
- (M) Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras, which capture identification of each vehicle entering the PD. The following represent the ongoing costs of such license plate readers or cameras, which costs shall be paid by Developer, or, any property owners association to which Developer assigns the rights and obligations of maintenance, which costs per camera are to be determined at the time of acquisition, including both acquisition costs and monthly cellular fees, if any.
- (N) Developer shall install speed control devices along the Spine Road, in the form of traffic circles, in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.
- \*The proposed Perimeter Road and Southern Evacuation Lifeline, if funded and implemented, will not be materially impacted or interfered with by development of the PD. Background growth in the area may require roadway and municipal facility improvements. Phase 1 construction (phasing density) is scheduled to occur in 2028. Phase 2 construction (phasing density) in 2031; and Phase 3 construction (phasing density) in 2035.
- (O) <u>Uses and Density</u>. As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Master Plan shall provide for not more than 3,318 total Residential Units.
- (P) Road Standards and Traffic Impact. As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for ownership and maintenance. Without regard to the above provision, to the extent the public right-of-way of Kinlaw Lane is less than Fifty (50') feet, and the same may not be expanded by the addition

of any portion of the Property, provided that the right-of-way is not less than Twenty-Five (25') feet, the same shall be deemed to satisfy the requirements as a third public access to the PD.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this <u>Section 10.P.</u>

- (Q) <u>Stormwater and Drainage</u>. As an obligation, Developer shall provide stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property.
- (R) <u>Jurisdictional and Non-Jurisdictional Waters</u>. 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.
- (S) <u>Recording</u>. Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which the City enters into this Agreement.
- 11. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE**. The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.
- 12. COMPLIANCE REVIEWS. Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.
- 13. <u>**DEFAULTS**</u>. Notwithstanding the provisions of <u>Section 6</u> above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other

than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of Thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.

- 14. <u>MODIFICATION OF AGREEMENT</u>. This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.
- 15. **RESTRICTIVE COVENANTS**. The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the "*Restrictive Covenants*") shall survive and continue in full force and effect without regard to the termination of this Agreement for a period ending on the earlier of (i) Fifty (50) years after the Term of this Agreement; or (ii) such time as the parties hereto, or their respective successors and assigns, have recorded a fully executed and effective termination of the Restrictive Covenants in the Office of the Register of Deeds for Horry County. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the "*CCRs*"), whether administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants, the same thereafter running with the Property as continuing obligations, public benefits and restrictions.
- 16. NOTICES. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

	City of Conway
	Attention: City Manager
With a copy to:	

And to the Developer at:	BRD Land & Investments, LP
	Attention:
With a copy to:	Robert S. Guyton, Esq. Robert S. Guyton, P.C. 4605 B Oleander Drive, Suite 202 Myrtle Beach, SC 29577

### 17. **GENERAL**.

- (A) <u>Subsequent Laws</u>. 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) <u>Entire Agreement</u>. 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) <u>No Partnership or Joint Venture</u>. 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) <u>Exhibits</u>. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- (F) <u>Construction</u>. 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) <u>Transfer of Title</u>. 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) <u>Binding Effect</u>. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.
- (I) <u>Governing Law</u>. 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) <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- (K) <u>Eminent Domain</u>. 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) <u>No Third-Party Beneficiaries</u>. 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) <u>Release of Developer</u>. Subject to <u>Section 5.B</u>, 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 <u>Section 5.B</u> shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.
- 18. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED**. The development of the Property shall be pursuant to this Agreement, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and Zoning Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Master Site Plan of the Project, subject to any Master Site Plan Revisions. It is specifically understood that the failure of this

Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

19. **STATEMENT OF REQUIRED PROVISIONS**. In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

Witness #1  By: Name: Title:  Witness #2  STATE OF		DEVELOPER:
Name: Title:  Witness #2  STATE OF	WITNESSES:	BRD LAND & INVESTMENT, LP, a South Carolina limited partnership
STATE OF	Witness #1	Name:
The foregoing instrument was acknowledged before me this day of,  2023, by, as of BRD LAND & INVESTMENT, LP, a South Carolina limited partnership. He or she personally appeared before me and is personally known to me.	Witness #2	Title :
The foregoing instrument was acknowledged before me this day of	STATE OF)	
2023, by	COUNTY OF)	
	2023, by, as INVESTMENT, LP, a South Carolina limited	of BRD LAND &
		Notary Public Name:
My Commission Expires:		

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

	CITY:
WITNESSES:	CITY OF CONWAY
Witness #1	By: Name: Title:
Witness #2	
STATE OF SOUTH CAROLINA )	
COUNTY OF HORRY	
The foregoing instrument was acknowledged bef	, the of the CITY
OF CONWAY. He or she personally appeared by	before me and is personally known to me.
	Notary Public
	My Commission Expires:

### **EXHIBIT "A"**

South Carolina Local Government Development Agreement Act as Codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended



EXHIBIT "B"

Survey of Property



### EXHIBIT "C"

Master Site Plan



### EXHIBIT "D"

Land Development Regulations



#### **EXHIBIT "E"**

### Development Schedule

Construction will begin following receipt of permits from the City of Conway and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the Project is subject to then current market demands, the Developer anticipates starting the installation of the infrastructure within a period of approximately Twenty-four (24) months from approval of this Agreement to allow for design, permitting and mobilization. The Project would be complete within Twenty-Five (25) years of approval of this Agreement.

**DATE: DECEMBER 4, 2023** 

ITEM: VIII.C.

### **ISSUE:**

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

### **BACKGROUND:**

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

There are three other properties along Wedding Lane that have been annexed into the city limits: one in 2017, 2020, and the most recent one in 2023. Between 2018-2020, City staff sought annexation of parcels within the Red Hill area. While this parcel was not identified, parcels along Claridy Road were identified, and 3 other parcels on Wedding Lane were annexed within the last few years.

### CITY OF CONWAY COMPREHENSIVE PLAN:

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

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

#### **STAFF RECOMMENDATION:**

If it is the long-term goal of Council to annex the Red Hill area, including properties along Hwy 501 Business, staff recommends continued annexation of properties in the area, and **approval of First Reading of Ordinance #ZA2024-01-02 (A)**.

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

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

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

#### **SECTION 1. FINDINGS:**

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

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

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

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

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

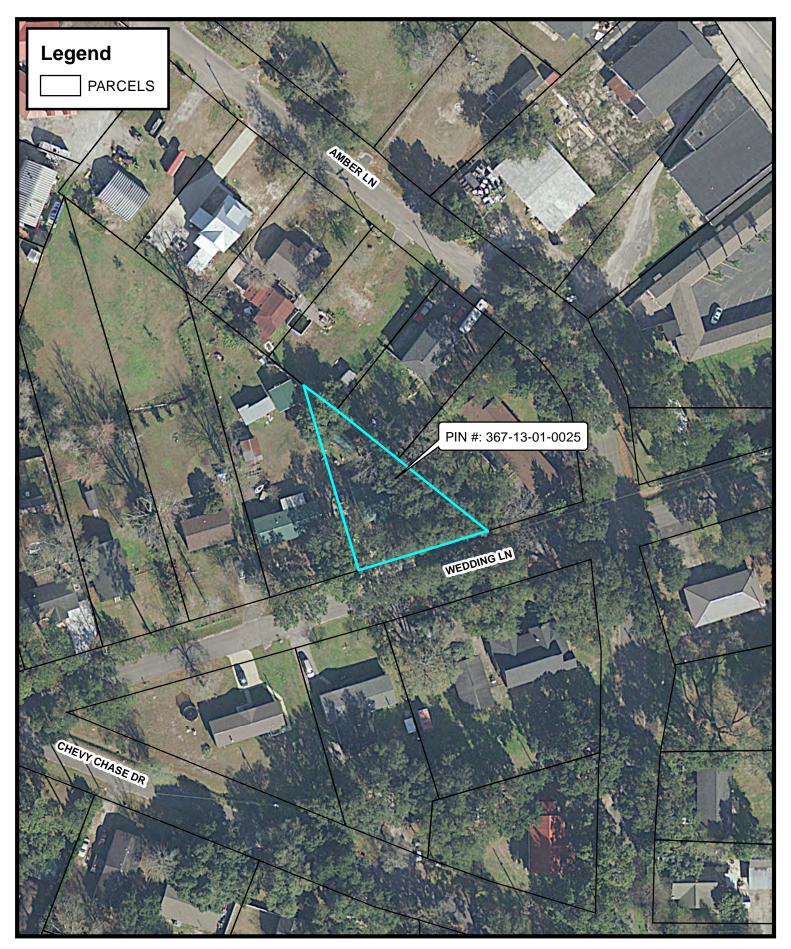
The property is admitted as City of Conway Low/Medium Density Residential District (R-1) area under the zoning laws of the municipality.

### **SECTION 3. EFFECTIVE DATE:**

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

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

RATIFIED BY CITY COUNCIL, duly ass., 2024.	sembled, thisday
Barbara Jo Blain-Bellamy, Mayor	Justin D. Jordan, Mayor Pro Tem
K. Autry Benton Jr., Council Member	Amanda Butler, Council Member
William M. Goldfinch IV, Council Member	Beth Helms, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	



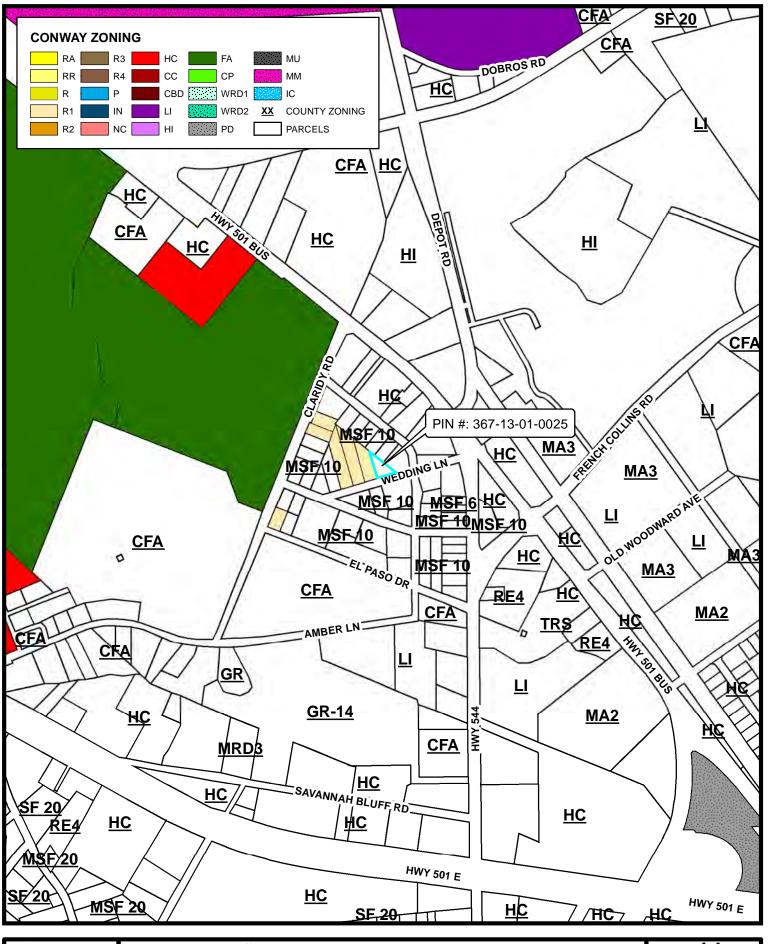




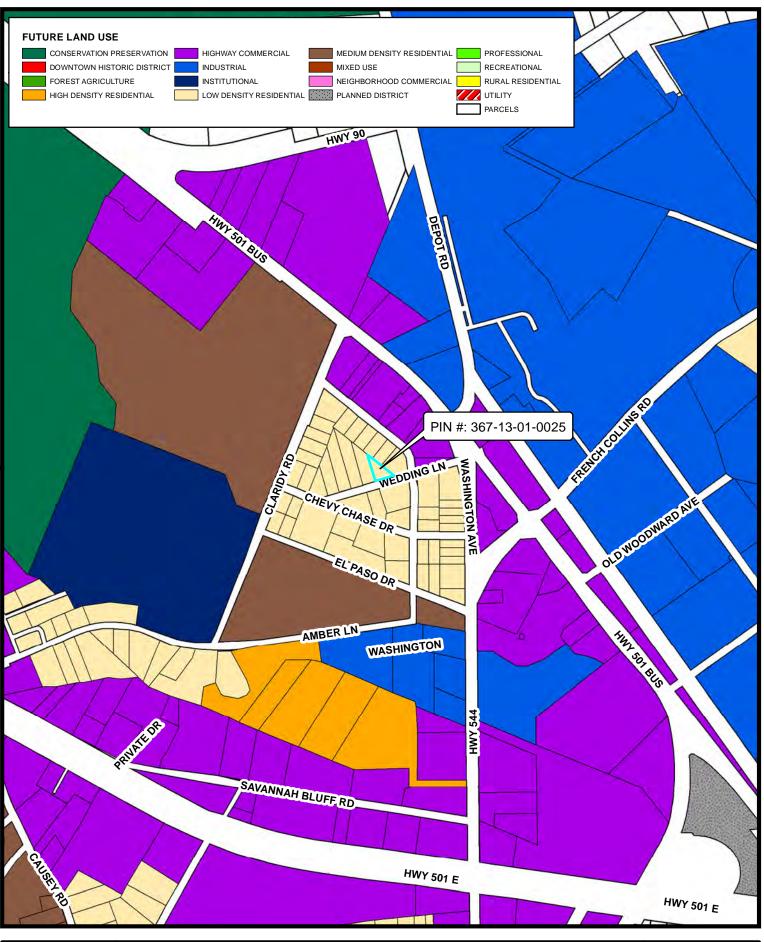






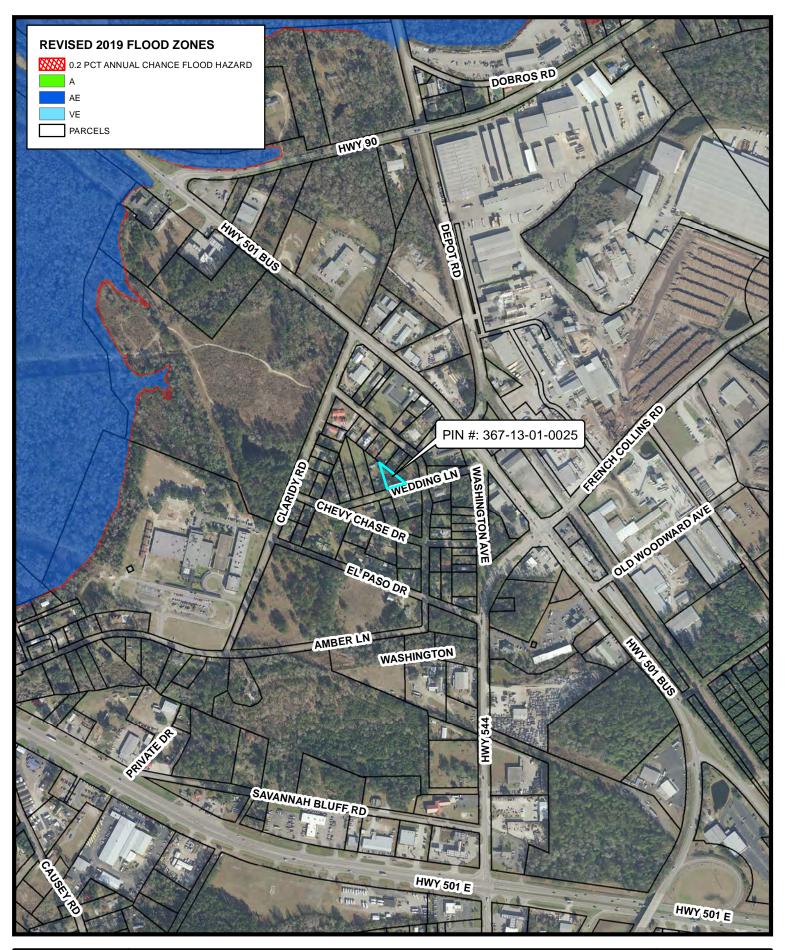


















## Horry County Register of Deeds

Marion D. Foxworth, III
Registrar

Transaction #:

7656585

Receipt #:

3328315

Cashier Date:

11/9/2023 2:10:16PM

**BOWENS** 

P.O. Box 470 - Conway, South Carolina 29528 - Phone: 843.915.5430 - Fax: 843.915.6430 - www.horrycounty.org

Customer Information	Transaction I	nformation	Payment Summary	
(00344) ROBIN M CIACCIO 306 MAIN STREET	Date Received: Source Code:	11/9/2023 2:09:26PM WALK-IN	Total Fees	\$25.00
CONWAY,SC 295260000	Datum Cada	Walk-In	Total Payments:	\$25.00
ATTN:	Return Code: Trans Type:	Recording	Balance Due:	\$0.00
Escrow Balance: \$414.22	Agent Ref Num:	JESSICA		

1 Payment(s)	And the second s	
PS CHECK	#999	\$25.00

1 Recorded Item(s)  (082) RESTRICTIONS	BK/PG: <b>4744/750</b> Instrument#: <b>20230001245</b> From: To:	05 Dale: 11/9/2023
Recording Fee @ \$25	1	\$25.00

Print Date: 11/9/2023 2:10:22PM 2@age 1 of 1



STATE OF SOUTH CAROLINA	)	
.,0,10	)	RESTRICTIVE COVENANT
COUNTY OF HORRY BOXCAR		elleriu. en
KNOW ALL ME BY THESE PRESENT	S, that,	(I, we) David Dueck
(Crantor) cook nermission to connect to t	ne wate	er annior Sewer System of the City Of Conway.
The managery/margal is situated outside	the co	proporate limits of the City Of Conway. The
property/parcel is identified in the records	of the A	Assessor of Horry County as Parcel Identification
Number (PIN) 31/11/30 100	95	Assessor of Horry County as Parcel Identification and is physically located at
289 Wedding Lane	(00	deed to the Grantor and recorded in the Office of
The above referenced property was conve	yed by	deed to the Grantor and recorded in the Office of
the Register of Mesne Conveyance for Ho	orry Cou	unty, South Carolina in Deed Book 4134 at
Page 1172.	•	•

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

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

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

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

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

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



IN WITNESS THEREOF, the undersigned Grantor has hereto:	set his hand and Seal this
3 day of November	<u> 2023</u>
SIGNED, SEALED AND DELIVERED by: Grantor in the presence of: Grant	tor Name David Divecto
Witness or Novary	tor Name David Dweck
STATE OF SOUTH CAROLINA Floude	
COUNTY OF HORRY COUNTY	ΓE
PERSONALLY appeared before me the undersigned witness, within named Grantor(s) sign, seal and as his/her act and Agreement and Covenant; and that he/she with the other we execution thereof.	l deed, deliver the within written
	and wong
Witness	,
sworn to before ME THIS	NANCY JEAN FERREIRA Commission # GG 971530 Expires June 27, 2024 Bonded Thru Budget Notary Services
NOTARY PUBLIC FOR SOUTH CAROLINA (sig	nature) Flouda, Brutist Cruty
NOTARY PUBLIC FOR SOUTH CAROLINA (pri	nted) Florida Broward Country

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



### PETITION FOR ANNEXATION

Staff Use	Only
Received:	
BS&A #:	

City of Conway Planning Department 196 Laurel Street, 29526 Phone: (843) 488-9888 Conway, South Carolina

www.cityofconway.com

### Instructions:

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

STATE OF SOUTH CAROLINA	)	
COLUMN OF WORDY	)	PETITION FOR ANNEXATION
COUNTY OF HORRY	)	
TO THE HONORABLE MAYOR	AND CIT	Y COUNCIL OF CONWAY
WHEREAS, § 5-3-150 (3) of t property which is contiguous to a City owning real estate in the area requesting	by filing with	laws of South Carolina provides for the annexation of an area or the municipal governing body a petition signed by all persons and
WHEREAS, the undersigned a	re all persons	s owning real estate in the area requesting annexation; and
WHEREAS, the area requestin	g annexation	is described as follows, to wit:
NOW, THEREFORE, the und area into the municipal limits of the City	ersigned peti y of Conway.	ition the City Council of Conway to annex the below described
PROPERTY LOCATION/SUBDIVISION:	100-	conway
PIN: 36713010025	A(	CREAGE: 0.23 ACYES
PROPERTY ADDRESS: 289 W	redding	Lane, conway SC. 29526
		W HILLSboro Blud, STE A4 COCONUT
PROPERTY OWNER TELEPHONE NUM	BER: 954	1-354-1000
PROPERTY OWNER EMAIL: Sara	nad	avidducck com
APPLICANT: David DWC		
APPLICANT'S EMAIL: Sarah	a do	avid dweck. com
IS THE APPLICANT THE PROPERTY O	WNER? CIRC	CLE: YES NO
IF NOT: PLEASE INCLUDE A LETTER RESPONSIBILITY TO THE APPLICANT PROPERTY OWNERS (Attach additional states)		Y OR POWER OF ATTORNEY FROM THE OWNER ADDIGNING sary)
	David.	DWECK DATE: 1-3-2023
(Print) (Sig	gnature)	1
701	Ju.	DATE:
(Print) (Sig	gnature)	



## PETITION FOR ANNEXATION

Staff Use On	ly
Received:	
BS&A #:	

Is there a structure on the lot: Structure Type:
Current Use: Vacant, will be a rental
Are there any wetlands on the property?  CIRCLE: YES NO O
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 O 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 NO VI If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO O
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:	
BSR 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: 289 Wedding	Ln. CONFEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 0.23	Acres PIN: 34713010025
CURRENT ZONING CLASSIFICATION:	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:	
REQUESTED ZONING CLASSIFICATION:	
NAME OF PROPERTY OWNER(S):	
David Dwelk	PHONE # 954 - 354 - 10
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
4851 W Hillsboro Blud, STE	A4, COCONUT Creek FL 33073
**************************************	*****************
I (we) the owner(s) do hereby certify that all in Amendment Application is correct.	formation presented in this Zoning Map
	11-323
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

**DATE: DECEMBER 4, 2023** 

ITEM: IX.A.

### **ISSUE:**

Recommendation on selection of firm to design and engineer Phase 1 Development of the City of Conway's Chestnut Bay Resilience Project

### **BACKGROUND & ANALYSIS:**

On October 13, 2023, the City of Conway advertised publicly to select a firm to design and engineer Phase 1 Development of the City of Conway's Chestnut Bay Resilience Project. Proposals were required to be submitted to the City no later than November 16, 2023. Two firms submitted proposals, and were ranked based on the following criteria:

- 1. Qualifications of the individual or firm (Max. 15 points)
- 2. Applicant's previous experience with federally funded projects, federal Labor Standards, Davis Bacon, etc. (Max. 15 Points)
- 3. Demonstrated ability to meet project deadline. Proposed work schedule. Timeframe for delivery of service. (Max. 15 points)
- 4. Demonstrated ability of key personnel and construction management experience. (Max. 10 points)
- 5. Similar projects completed within past three (3) years. (Max. 20 points)
- 6. References of past clients. (Max. 15 points)
- 7. Financial responsibility and stability. (Max. 10 points)

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

- 1. Robinson Design Engineers: 88
- 2. RES Environmental Operating Company, LLC: 76

Staff reviewed and scored the submittals on November 21, 2023. Based upon these reviews, Robinson Design Engineers scored the highest. Should City Council approve the hiring of Robinson Design Engineers, the City would enter into negotiations for a contract for services immediately.

### **RECOMMENDATION:**

Staff recommends selection of Robinson Design Engineers to design and engineer Phase 1 Development of the City of Conway's Chestnut Bay Resilience Project, and to authorize the City Administrator to enter into a contract.

**DATE: DECEMBER 4, 2023** 

ITEM: IX.B.

### **ISSUE:**

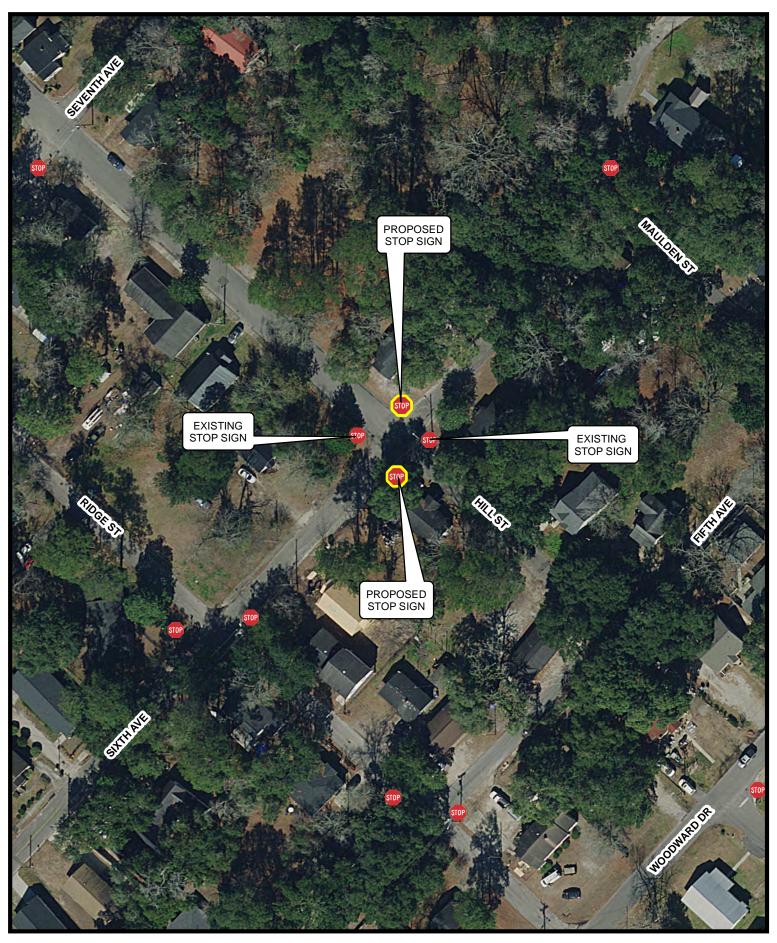
Speed calming measures on 6th Avenue and Hill Street intersection (see included map)

### **BACKGROUND:**

The police department received complaints and installed the covert data collector. The data collected indicates there is not a speeding issue, but had approximately 4,300 vehicles use the intersection, both directions, in a 6-day sampling period. This is a high traffic count for a true residential area, and would enhance safety by adding a four-way stop sign.

### **RECOMMENDATION**

Add stop signs on 6th Avenue at the Hill Street intersection, making it a four-way stop intersection.





PROPOSED 4 WAY STOP HILL ST & SIXTH AVE



# SpeedView Analysis Report

Vehicle traffic crossing on 6th Ave at Hill St

Tue Nov 7, 2023 11:32 to Mon Nov 13, 2023 12:15

File: 00810026.csv

Date Created: Friday, November 17, 2023

Generator: 01986208

MPH Industries, Inc. • 316 E 9th St • Owensboro, KY 42303 • United States

## Traffic Analysis Report

Result Description				
File:	00810026.csv			
Study Title:	Vehicle traffic crossing on 6th Ave at Hill St			
Study Run Dates:		2023/11/07 11:32:55 to 2023/11/13 12:15:00		
Total Study Time:		6 Days 0 Hours 42 Minutes		
Study Download Time:	2023/11/16 10:58:24	2023/11/16 10:58:24		
Study Location:				
Study GPS Location:	Unknown	Unknown		
Study Timing Interval:	5 minute blocks	5 minute blocks		
Study Total # of Vehicles:	4353	4353		
Study Posted Speed Limit:	30 mph	30 mph		
Study Total # of Speeders:	389			
	# of Vehicles:	2117		
	# of Speeders:	254		
	Maximum Speed:	71 mph		
Approaching Traffic	Average Speed:	20 mph		
	Median Speed:	20 mph		
	85th Pecentile Speed:	26 mph		
	10 MPH Pace:	16 to 25 mph		
	# of Vehicles:	2236		
	# of Speeders:	135		
	Maximum Speed:	61 mph		
Receding Traffic	Average Speed:	18 mph		
	Median Speed:	18 mph		
	85th Pecentile Speed:	24 mph		
	10 MPH Pace:	11 to 20 mph		