

CITY COUNCIL MEETING CITY HALL COUNCIL CHAMBERS 229 MAIN STREET, CONWAY, SC 29526 MONDAY, JULY 15, 2024 - 4:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

- I. CALL TO ORDER
- II. INVOCATION/PLEDGE OF ALLEGIANCE Arland Edwards, The Rock Church

III. CONSENT AGENDA

- A. Final Reading of Ordinance #ZA2024-07-15 (A) to annex approximately 0.24 acres of property located at 2671 Oak St (PIN 325-15-01-0014) and request to rezone from Horry County Residential District, no mobile homes allowed (SF20), to City of Conway Low/Medium Density Residential District (R-1).
- B. Final Reading of Ordinance #ZA2024-07-15 (B) to annex approximately 11.22 acres of property located on Highway 501, past the intersection of Wild Wing Blvd & Highway 501 (PIN 383-00-00-0323), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.
- C. Final Reading of Ordinance #ZA2024-07-15 (C) to rezone approximately 3.31 acres of property located at 695 Century Circle (PIN 383-06-03-0005) from the City of Conway Planned Development (PD) district to the City of Conway Light Industrial (LI) district.
- D. Final Reading of Ordinance #ZA2024-07-15 (D) to amend Article 10 Subdivision and Land Development, of the City of Conway Unified Development Ordinance (UDO), regarding revisions to various standards contained within Article 10.
- E. Final Reading of Ordinance #2024-07-15 (E), an ordinance granting a distribution right-of-way easement to the South Carolina Public Service Authority (Santee Cooper) across property of the City of Conway adjacent to Wright Boulevard at Racepath Avenue (PIN 368-03-01-0009).
- F. Final Reading of Ordinance #2024-07-15 (F), an ordinance granting permanent and temporary easements to Dominion Energy across property of the City of Conway adjacent to Lake Busbee.

[&]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."

- G. Final Reading of Ordinance #2024-07-15 (G), an ordinance amending Title 1, Government and Administration, Chapter 8 Elections, transferring of authority form the City of Conway to the Horry County Election Commission for conducting the City's Municipal Elections.
- H. Special Event 3rd Annual Smoke on the Waccamaw BBQ Festival October 11-12, 2024
- I. Approval of Memorandum of Agreement with SC Department of Juvenile Justice
- J. Approval of a Special Event Request 2nd Annual Youth Performing Arts Festival September 21, 2024
- K. Approval of June 17, 2024 Council Meeting Minutes

IV. PUBLIC INPUT

V. INTRODUCTION OF NEW HIRES

VI. SPECIAL PRESENTATION

- A. Resolution Honoring the Conway All Stars 12U Softball Team as the South Carolina State Champions
- B. Presentation of Longevity Awards June 2024 10 Years: June Wood, Administration; 10 Years: Peyton Andreucci, Recreation
- C. Presentation of Employee of the Month for July 2024 Public Service
- D. Discussion of a Request to annex approximately 5 acres of property located at 2493 East Highway 501, (PIN 383-14-02-0002), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district. (Hucks)
- E. Discussion of a Request to annex approximately 0.67 acres of property located at 3045 East Highway 501, (PIN 399-01-04-0008), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district. (Hucks)

VII. FIRST READING

- A. First Reading of Ordinance #ZA2024-08-05 (A) to annex approximately 127 acres of property located on John Doctor Road and Highway 905 (PIN 339-00-00-0013), and rezone from the Horry County Commercial Forest Agriculture (CFA) district, Residential, no mobile homes allowed (SF40) district, and Residential, no mobile homes allowed (SF20) district to the City of Conway Low-Density Residential (R) district. (Hucks)
- B. (*Previously deferred*) First Reading of Ordinance #ZA2024-02-05 (B) to annex approximately 446 acres of property, located at or near the corner of Hwy 378 and Juniper

[&]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."

Bay Road, Hwy 378 and Airport Rd, and on Dunn Shortcut Rd (PIN's 337-00-00-0009; 336-00-00-0043; 336-00-00-0044; 336-00-00-0045; 337-08-01-0004; 336-13-04-0006; 336-14-04-0011; 336-15-03-0003; 370-00-00-0011; and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA) district, Horry County Highway Commercial (HC) district, Horry County Residential, no mobile homes allowed (SF40) district, City of Conway Low/Medium-Density Residential (R-1) district, and the City of Conway Heavy Industrial (HI) district to the City of Conway Planned Development (PD) district. (Hucks)

- C. (*Previously deferred*) First Reading of Ordinance #ZA2024-02-05 (A), of a request for the City of Conway to enter into a development agreement for the development of property located at or near the corner of Highway 378 and Juniper Bay Road, Highway 378 and Airport Road, and on Dunn Shortcut Road (PIN's 337-00-00-0009; 336-00-00-0043; 336-00-00-0044; 336-00-00-0045; 337-08-01-0004; 336-13-04-0006; 336-14-04-0011; 336-15-03-0003; 370-00-00-0011; and 370-04-01-0004). (Hucks)
- D. First Reading of Ordinance #2024-08-05 (B), an ordinance to adjust the tax millage rate in the FY 24-25 budget. (Williams)
- E. First Reading of Ordinance #2024-08-05 (C), an ordinance granting a water and sewer utility easement to 1707 9th Avenue (PIN 368-02-02-0028) across property of the City of Conway (PIN 368-02-02-0036) running from Wright Blvd to 1707 9th Avenue. (Dudley)

VIII. CONSIDERATION

- A. Consideration of a Resolution Authorizing the Acceptance of the Parcel Known as the Skipper Tract Within the City of Conway (Hyman)
- B. Consideration of a Proposed Street Name from Second Avenue to Laurel Street. (Long)
- IX. CITY ADMINISTRATOR'S REPORT
- X. COUNCIL INPUT
- XI. WORKSHOP

XII. EXECUTIVE SESSION

- A. Discussion on Contractual Negotiations Incident to the Potential Development of Riverfront Property [pursuant to SC Code §30-4-70(A) (5)].
- B. Discussion on Contractual Negotiations Incident to the Potential Acquisition of Property on Highway 378 [pursuant to SC Code §30-4-70 (A) (2)].
- C. Discussion of a Proposed Development Agreement known as Brookhaven [pursuant to SC Code §30-4-70 (A) (2)].

[&]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."

XIII. RECONVENE FROM EXECUTIVE SESSION

XIV. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

XV. 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 https://www.conwaysc.gov/ under the "Latest Events" tab on the home page. If you are unable to attend and would like to voice your concerns or comments regarding a request, please call the City Hall at 843-248-1760 or email ashelley@conwaysc.gov to be received prior to 12:00 noon on July 15, 2024. To ensure 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.

[&]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: JULY 15, 2024

ITEM: III.A.

ISSUE:

Final Reading of Ordinance #**ZA2024-07-15** (**A**) to annex approximately 0.24 acre of property located at 2671 Oak Street (PIN 325-15-01-0014) and request to rezone from Horry County Residential District, no mobile homes allowed (SF20) to City of Conway Low/Medium Density Residential District (R-1).

BACKGROUND:

The annexation application was submitted by Jeffrey Fulmer on May 30, 2024, 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 May 29, 2024. There is an existing single-family structure on the property. Restrictive covenants were recorded for this property at the time annexation was applied for, on May 30, 2024.

Council has previously annexed approximately five properties within the McRoy Bland Subdivision since 2009.

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:

Staff recommends approval of Final Reading of Ordinance # ZA2024-07-15 (A).

ORDINANCE # ZA2024-07-15 (A)

AN ORDINANCE TO ANNEX APPROXIMATELY 0.24 ACRES OF PROPERTY LOCATED AT 2671 OAK STREET (PIN 325-15-01-0014), AND REQUEST TO REZONE FROM THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED, (SF20) 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 0.24 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, 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 0.24 acres of property located at 2671 Oak Street (PIN 325-15-01-0014), and request to rezone from the Horry County Residential, no mobile homes allowed (SF20) 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, 2024.	assembled, thisday of
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: <u>June 17, 2024</u>	
Final Reading:	



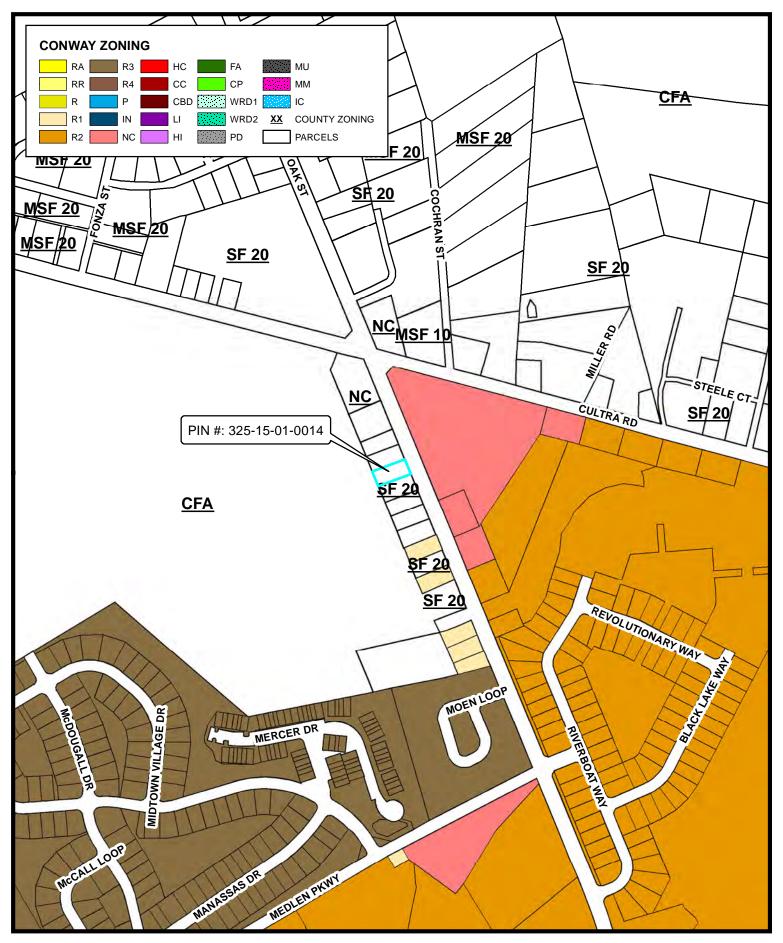






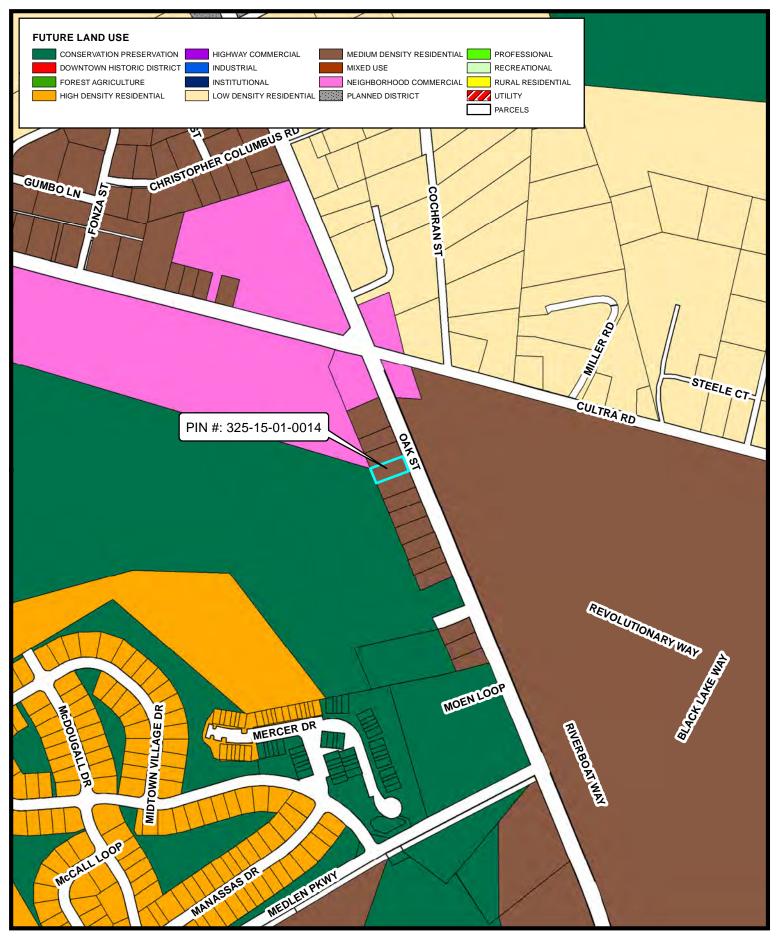






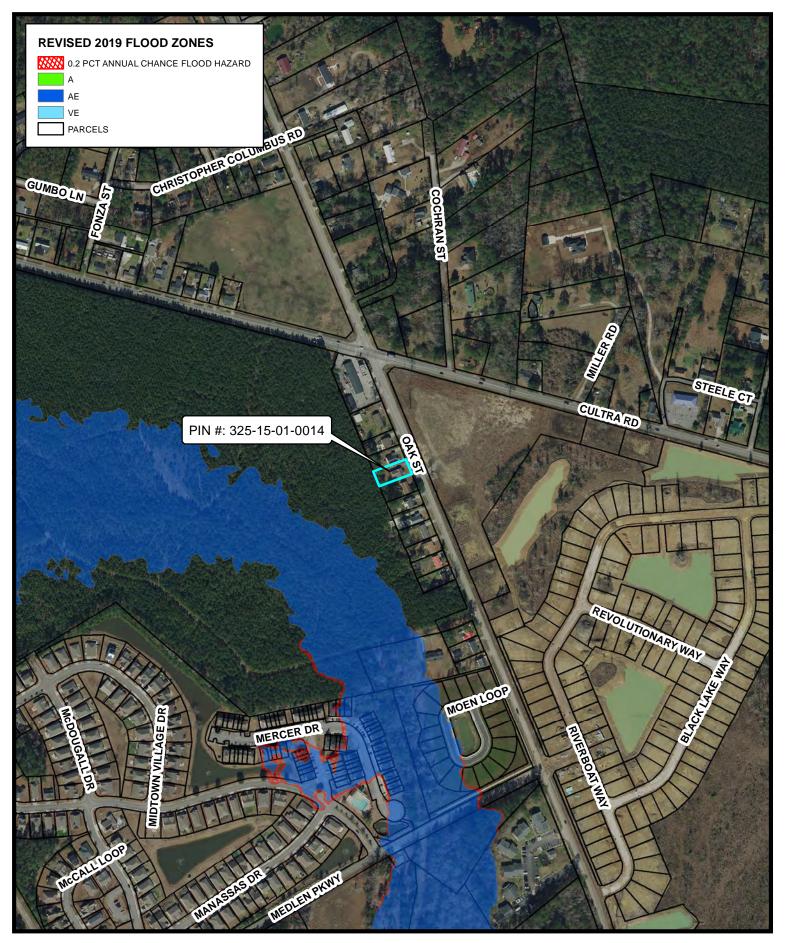


















PETITION FOR ANNEXATION

Staff Use Only	
Received: BS&A #:	

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA) PETITION FOR ANNEXATION
COUNTY OF HORRY)
TO THE HONORABLE MAYOR AN	D CITY COUNCIL OF CONWAY
	ode of Laws of South Carolina provides for the annexation of an area or ling with the municipal governing body a petition signed by all persons exation; and
WHEREAS, the undersigned are all	persons owning real estate in the area requesting annexation; and
WHEREAS, the area requesting ann	nexation is described as follows, to wit:
NOW, THEREFORE, the undersign area into the municipal limits of the City of C	ned petition the City Council of Conway to annex the below described Conway.
PROPERTY LOCATION/SUBDIVISION: PIN: 315 50 00 4 PROPERTY ADDRESS: PROPERTY OWNER MAILING ADDRESS: 2 PROPERTY OWNER TELEPHONE NUMBER: PROPERTY OWNER EMAIL: 41 41 41 41 41 41 41 41	2671 Ogkst. Gunay ACREAGE: Ogk st. Guny 1886 Mercedes Dr Conway SC 8M3-241-5365 & Sclonst.net
APPLICANT:	./
APPLICANT'S EMAIL:	2? CIRCLE: YES NO
IF NOT: PLEASE INCLUDE A LETTER OF A RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional sheets in the control of the control	DATE:



planning@cityofconway.com

PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	2

Is there a structure on the lot: Structure Type:
Current Use:
Are there any wetlands on the property?
CIRCLE: YES O 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
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO
If yes, please provide permit number and jurisdiction.
FEES ARE DUE AT SUBMITTAL.
RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250
PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT



Zoning Map Amendment Application

Staff Use Only	
Received:	

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. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 201	1 DAK STYUT FEE PAID () YES () NO	
AREA OF SUBJECT PROPERTY (ACREAGE):_	0.24 PIN: 325 150 0014	
CURRENT ZONING CLASSIFICATION:	- 20	ı
COMPREHENSIVE PLAN 2035 FUTURE LAND	USE: Medium Density Residenta	
REQUESTED ZONING CLASSIFICATION:	2-1	
NAME OF PROPERTY OWNER(S): JEFFYLY C FULLINEY	PHONE # <u>\$43-241-</u> PHONE #	534
MAILING ADDRESS OF PROPERTY OWNER(S	5):	
**************************************	******************	
I (we) the owner(s) do hereby certify Amendment Application is correct. PROPERTY OWNER'S SIGNATURE(S)	that all information presented in this Zoning Map S3024 DATE	
PROPERTY OWNER'S SIGNATURE(S)	DATE	

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

DATE: JULY 15, 2024

ITEM: III.B.

ISSUE:

Final Reading of Ordinance #**ZA2024-07-15 (B)** to annex approximately 11.22 acres of property located on Hwy 501, past the intersection of Wild Wing Blvd and Hwy 501 (PIN 383-00-00-0323), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

On April 9th, 2024, the applicant submitted an annexation and rezoning application for the subject property, located on Hwy 501, past the intersection of Wild Wing Blvd and Hwy 501. The property is currently zoned Horry County Highway Commercial (HC) and is currently vacant. The application to annex and rezone does not specify the proposed use of the property, and it is not *required* that the use be provided. Any use in the requested zoning district would be permitted should the request be approved. The property is a donut hole along this portion of Hwy 501, and the adjacent parcel was annexed last year as Highway Commercial for development of two separate fast-food chains (Freddy's & Popeye's Chicken).

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Light Industrial (LI), City of Conway Highway Commercial, and City of Conway Planned Development (PD) district (Wild Wing PD). Adjacent uses in a self-storage facility, vacant property (currently proposed to be developed) and one of the multifamily developments in the Wild Wing PD.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the entire parcel as *Highway Commercial* (HC).

PLANNING COMMISSION:

Planning Commission considered this request and held a public hearing at their June 6th meeting. Planning Commission recommended approval of the annexation and rezoning as presented by staff.

CITY COUNCIL:

City Council approved First Reading of the ordinance at their June 17, 2024 meeting.

STAFF RECOMMENDATION:

Staff recommends approval of Final Reading of Ordinance # ZA2024-07-15 (B).

ATTACHMENTS: Application; GIS Maps

ORDINANCE # ZA2024-07-15 (B)

AN ORDINANCE TO ANNEX APPROXIMATELY 11.22 ACRES OF PROPERTY LOCATED ON HWY 501, PAST THE INTERSECTION OF WILD WIND BLVD AND HWY 501 (PIN 383-00-00-0323), AND REZONE FROM HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT TO THE CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 11.22 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 11.22 acres of property located on Hwy 501, past the intersection of Wild Wing Blvd and Hwy 501 (PIN 383-00-00-0323), and request to rezone from the Horry County Highway Commercial (HC), to the City of Conway Highway Commercial (HC) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

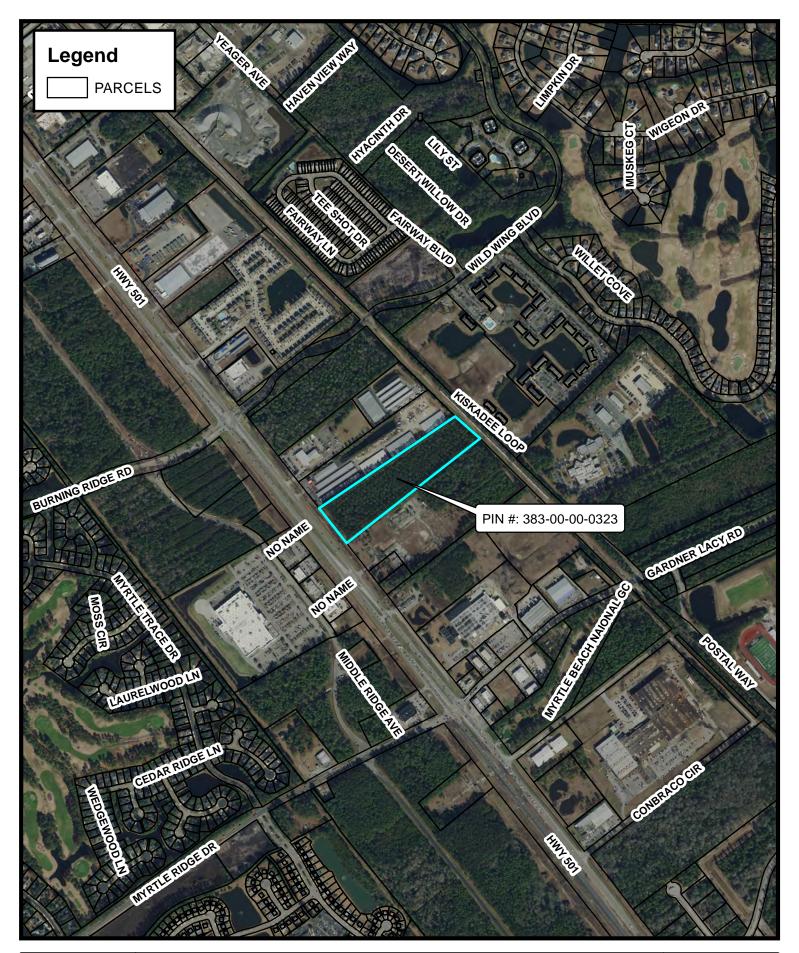
RATIFIED BY CITY COUNCIL, duly, 2024.	assembled, thisday of
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: June 17, 2024	
Final Reading:	





PIN #: 383-00-00-0323 TMS #: 151-00-03-012 HWY 501 (P24-0085)

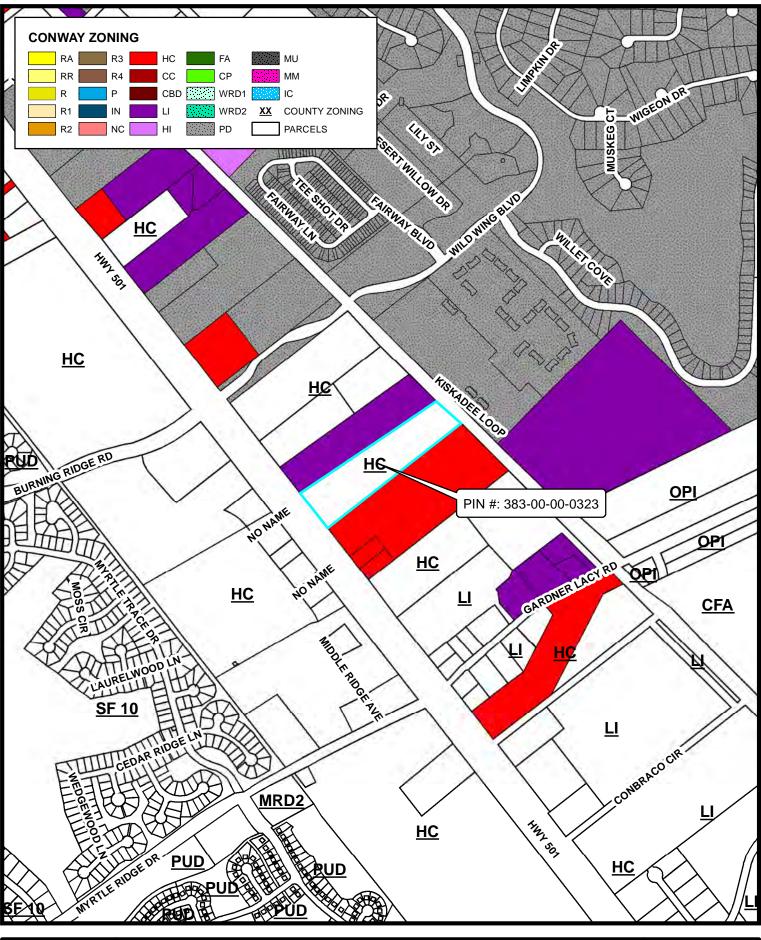






PIN #: 383-00-00-0323 TMS #: 151-00-03-012 HWY 501 (P24-0085)

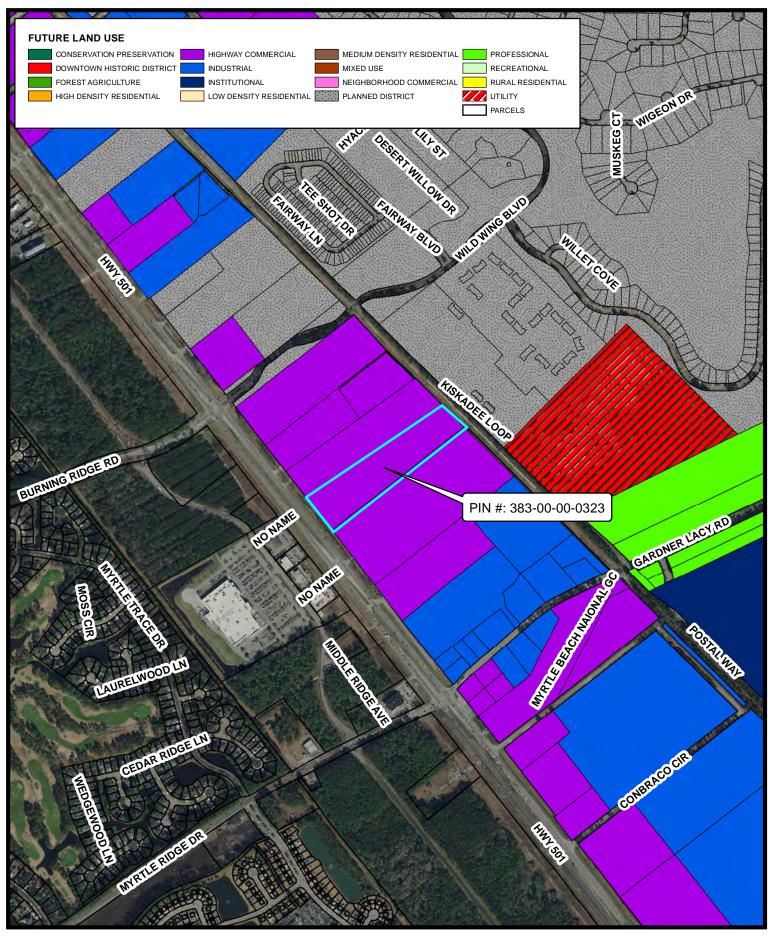






PIN #: 383-00-00-0323 TMS #: 151-00-03-012 HWY 501

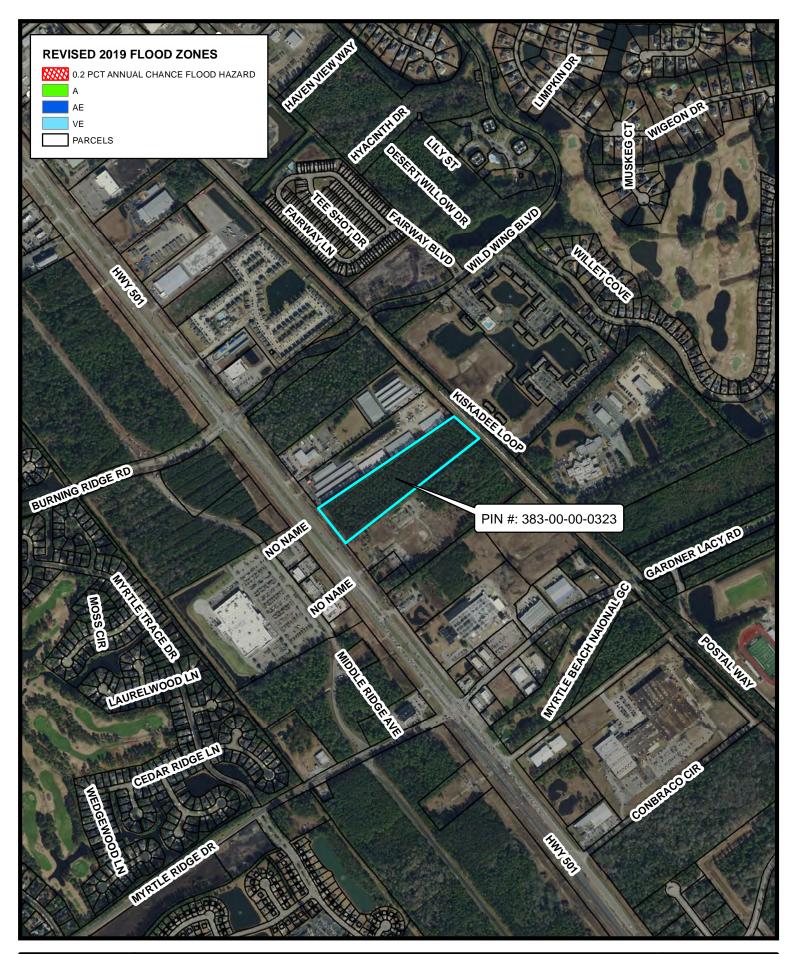
HWY 501 (P24-0085)





PIN #: 383-00-00-0323 TMS #: 151-00-03-012 HWY 501 (P24-0085)







PIN #: 383-00-00-0323 TMS #: 151-00-03-012 HWY 501

(P24-0085)



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PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	
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City of Conway Planning Department 196 Laurel Street, 29526 Phone: (843) 488-9888 Conway, South Carolina

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)	PETITION FOR ANNEXATION
COUNTY OF HORRY)	
TO THE HONODARI E MAVOR	AND CITY COIN	CIL 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:	US-501, Conway, Horry Coun	ty, South Carolina
PIN: 38300000323	11 22	
PROPERTY ADDRESS: Near 2787 U	S-501, Conway, SC 29526	
PROPERTY OWNER MAILING ADDRESS	S: 621 NW 53rd Street Suite 32	0, Boca Raton, FL, 33487
PROPERTY OWNER TELEPHONE NUME		
PROPERTY OWNER EMAIL: rob@imp	peccabledevelopment.com	
APPLICANT: Rob Tanner		
APPLICANT'S EMAIL: rob@impecc	abledevelopment.com	
IS THE APPLICANT THE PROPERTY OW		NO
IF NOT: PLEASE INCLUDE A LETTER OF RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional standard Control of Control o		DATE: 4/10/24
(Print) (Sign	nature)	DATE:



PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A#:	

Is there a structure on the lot: NO Structure Type:		
Current Use: VACANT		
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 NO O		
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 O		
If yes, please describe.		
Are there any building permits in progress or pending for this property?		
CIRCLE: YES NO (1)		
If yes, please provide permit number and jurisdiction.		
FEES ARE DUE AT SUBMITTAL.		
RI ZONING DISTRICT - NO FEE ALL OTHER ZONING DISTRICTS - \$ 250		
PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT		
planning@cityofconway.com		



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only
Received: BS&A #:

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

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Notice

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PHYSICAL ADDRESS OF PROPERTY: Near 2787 US-	501, Conway, SC 29526 FEE PAID () YES () NO	
AREA OF SUBJECT PROPERTY (ACREAGE): 11.2		
CURRENT ZONING CLASSIFICATION: Highway	Commercial (HC)	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Suburban/Commercial Corridors		
REQUESTED ZONING CLASSIFICATION: Highway	ay Commercial (HC)	
NAME OF PROPERTY OWNER(S):		
Rob Tanner	PHONE #	
	PHONE #	
MAILING ADDRESS OF PROPERTY OWNER(S):		
621 NW 53rd Street Suite 320, Boca Rato	on, FL, 33487	
******************	*******************	
I (we) the owner(s) do hereby certify tha Amendment Application is correct.	t all information presented in this Zoning Map	
Role Taluner	4/9/2024	
PROPERTINE TWO PROPERTIES SIGNATURE(S)	DATE	
PROPERTY OWNER'S SIGNATURE(S)	DATE	

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

DATE: JULY 15, 2024

ITEM: III.C.

ISSUE:

Final Reading of Ordinance #**ZA2024-07-15** (C) to rezone approximately 3.31 acres of property located at 695 Century Circle (PIN 383-06-03-0005) from the City of Conway Planned Development (PD) district to the City of Conway Light Industrial (LI) district.

BACKGROUND:

In 2006, the subject property was annexed into the City as an existing Planned Development (PD) district – part of the Atlantic Center industrial park. Properties within the Atlantic Center are also subject to Protective Covenants and Easements. *Article IV, Section 4.2 – Permitted Uses*, of the *Covenants and Easements* outlines the Permitted Uses for the property as well as uses that are NOT permitted; one of which is "*Heavy equipment dealerships, sales yards or sales locations*". A copy of the ordinance (Ord. #ZA2006-07-24 (B)) annexing the property as a PD is included.

In July 2022, the Zoning Administrator, in response to a request for a "Zoning Determination / Verification Letter" provided the letter stating that the proposed use – H&E Equipment Services – would not be a permitted use based on the PD documents and the Protective Covenants and Easements for the property. Following this, there were several emails and discussions regarding the proposed use, and whether or not the use could be permitted with the approval of the POA or if the original developer would have to lift the restriction. At some point between July 2022 and August 2022, there had been a determination made that the use could be permitted with approval from the Atlantic Center POA, which represents the entire Atlantic Center; most of which is part of the same original PUD (Planned Unit Development) from 1989.

In August 2022, the Atlantic Business Center POA provided the applicant with a letter stating the POA agreed that H&E Equipment Services was an approved use with the following conditions:

- 1. Property use is rental only;
- 2. Brick water table added to the front of the building;
- 3. BOD approved required for final engineering plans.

In November 2022, the applicant provided another letter from the Atlantic Center POA stating that the applicant had satisfied all of the aforementioned conditions and approved the use as submitted.

It was not until the project was near completion, at the time a Certificate of Occupancy was being requested, that staff realized the current zoning of the property – a Planned Development (PD), did not permit the use, and regardless of the Atlantic Center's approval of the use, it did not change the permitted uses or the prohibited uses of the property. The City's zoning ordinance is still applicable, even with the approval of the POA. In 2006, when the property was annexed, the property could have been zoned as another district that would have permitted the use, and with the approval of the POA, the use would have

been permitted. However, the zoning assigned at annexation was PD, which mirrored the Protective Covenants and Easements for the Atlantic Center industrial park and regardless of the approval being provided from the POA, the use is still prohibited under the current zoning, which makes the use legal nonconforming since permits were approved and issued to develop such use, and subsequently developed. While the use is legally permitted, as a legal nonconforming use, the use could never be expanded outside the current building footprint and if the property were to ever be up for sale, the nonconforming use could become an issue for a future owner.

Additionally, a Planned Development (PD) district should consist of a mixture of uses, including (but not limited to) different residential dwelling types, densities, as well as a commercial component. A property that is zoned PD with a single use, like the one that exist on this property, does not meet the intent of a PD district.

To rectify the situation, staff proposes to rezone the property from the Planned Development (PD) district to the Light Industrial (LI) district, which would permit the now existing use. The City is the applicant, as the situation was created through no fault of the owner. The property owner has signed the rezoning application and provided a signed designation of agent form. Rezoning the property to LI does not impact the Protective Covenants and Easements for the Atlantic Center.

There are six (6) other properties within the Atlantic Center that are within the City limits of Conway. Five (5) of them are zoned Light Industrial. The other one is zoned Institutional (IN) and is where the City's fire station 3 is located.

Per <u>Section 3.2.13</u> of the UDO, the intent of the Light Industrial (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.

Surrounding uses/Zoning Districts:

Property on both sides of the subject property are in the City limits of Conway, with one zoned Light Industrial (LI) and the other zoned Institutional (IN). Other surrounding properties are zoned Horry County Planned Unit Development (PUD), which today would be Planned Development District. Teknoware, a fire station, Builders First Source, Southeastern Paper Group, and Glendinning Marine Products are all businesses/institutions that surround the subject property within the Atlantic Center.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the property as a *Planned Development (PD) district*. The intent of a PD is to provide for large-scale, quality development projects with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.

PLANNING COMMISSION:

Planning Commission considered this request and held a public hearing at their June 6th meeting.

Planning Commission recommended approval of the rezoning as presented by staff.

CITY COUNCIL:

City Council approved First Reading of the ordinance at their June 17, 2024, meeting.

STAFF RECOMMENDATION:

Staff recommends approval of Final Reading of **Ordinance** # **ZA2024-07-15** (C) to rezone the property to the City of Conway Light Industrial (LI) district.

ATTACHMENTS:

Application;

GIS Maps

ORDINANCE # ZA2024-07-15 (C)

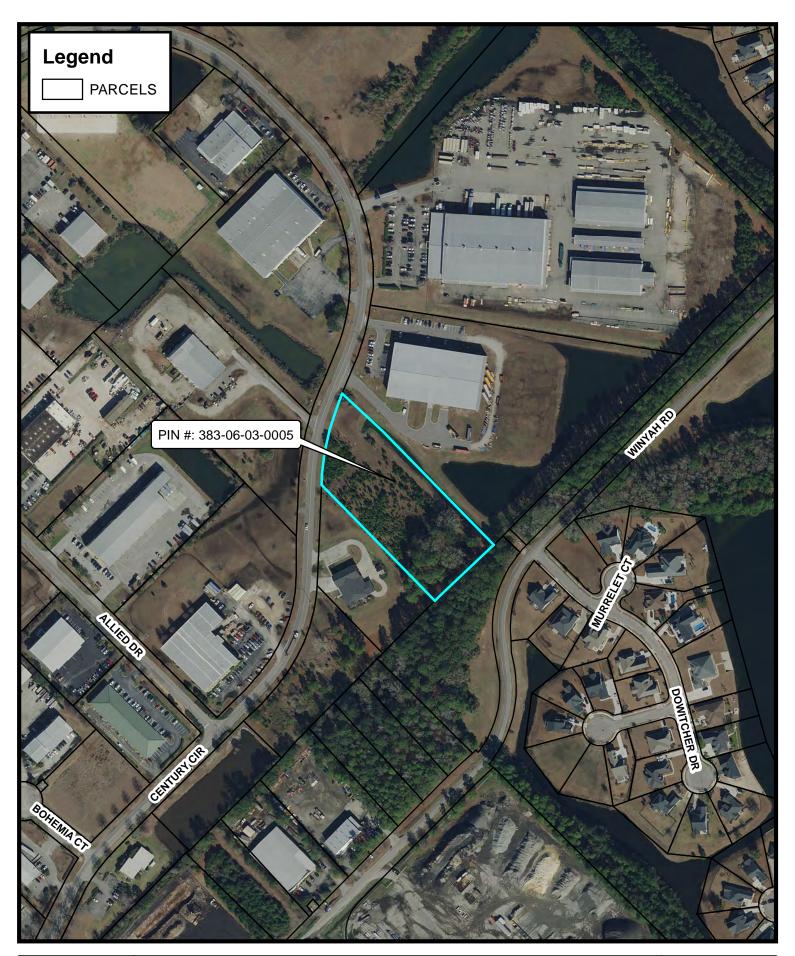
AN ORDINANCE TO REZONE APPROXIMATELY 3.31 ACRES OF PROPERTY LOCATED AT 695 CENTURY CIRCLE (PIN 383-06-03-0005) FROM THE CITY OF CONWAY PLANNED DEVELOPMENT (PD) DISTRICT TO THE CITY OF CONWAY LIGHT INDUSTRIAL (LI) DISTRICT.

- **WHEREAS,** pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina, the City of Conway enacted the Zoning Ordinance of the City of Conway, South Carolina; and
- WHEREAS, Article 13, Section 13.1.7 of the City of Conway Unified Development Ordinance (UDO) provides that regulations, restrictions, and boundaries set forth in the UDO may be amended, supplemented, changed, or repealed in accordance with S.C. Code §6-29-760; and
- WHEREAS, a petition has been submitted to rezone approximately 3.31 acres located at 695 Century Circle (PIN 383-06-03-0005) from the City of Conway Planned Development district to the City of Conway Light Industrial district; and
- **WHEREAS**, the Planning Commission of the City of Conway, on June 6, 2024, held the required public hearing to discuss the request to rezone from Planned Development (PD) to Light Industrial (LI), and made their recommendation; and
- **WHEREAS,** City Council determined that it is in the best interest of the health, safety, and general welfare of the City of Conway and its citizens to approve the subject rezoning petition as presented. Therefore, be it
- **ORDAINED,** by Conway City Council, in Council duly assembled, that the zoning boundaries of the Official Map of the City of Conway, together with explanatory matter herein, be revised as follows:

Rezone approximately 3.31 acres located at 695 Century Circle (PIN 383-06-03-0005) from Planned Development (PD) to Light Industrial (LI); and be it further

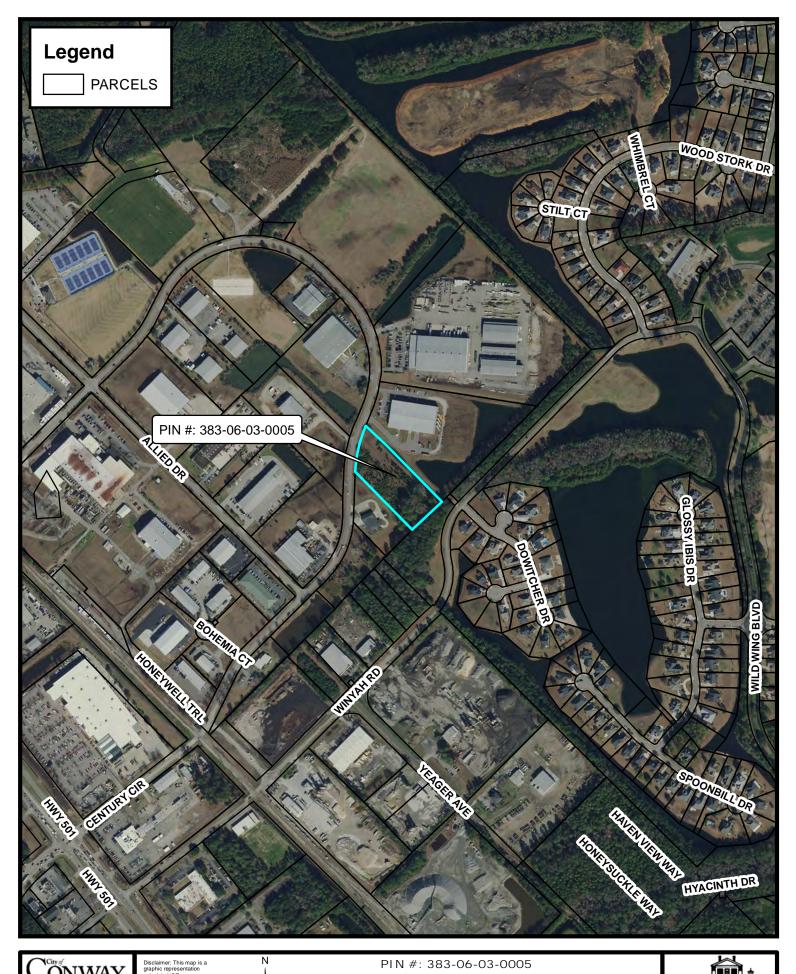
- **ORDAINED,** that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
- **EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.

RATIFIED BY CITY COUNCIL, duly assembled, this		
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem	
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member	
Julie Ann Hardwick, Council Member	Beth Helms, Council Member	
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk	
First Reading: June 17, 2024		
Final Reading:		



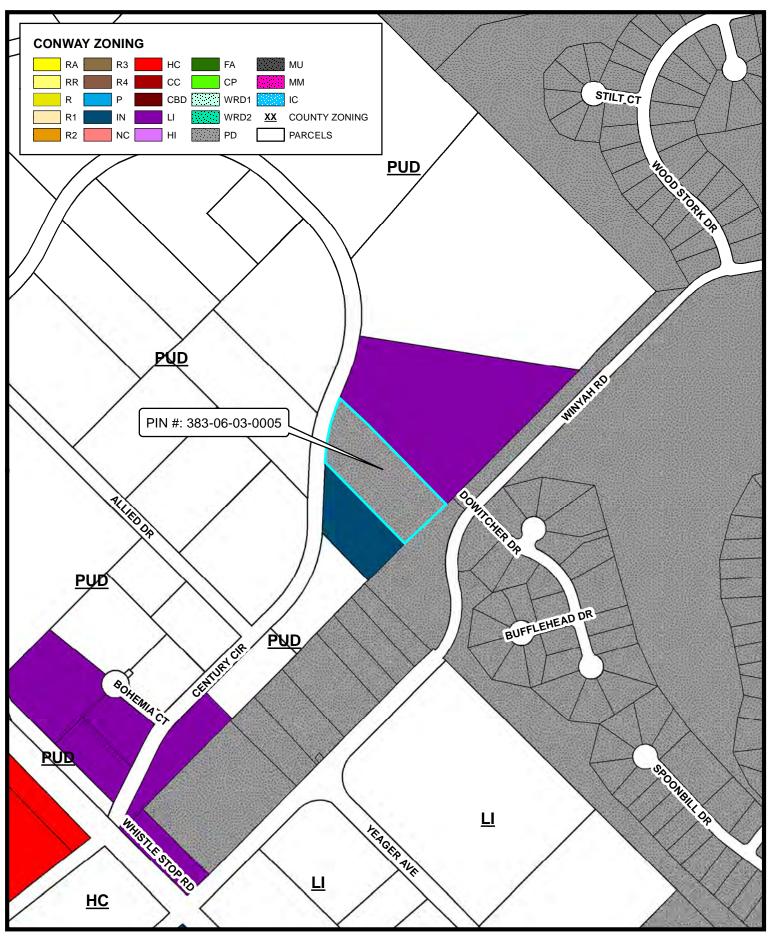






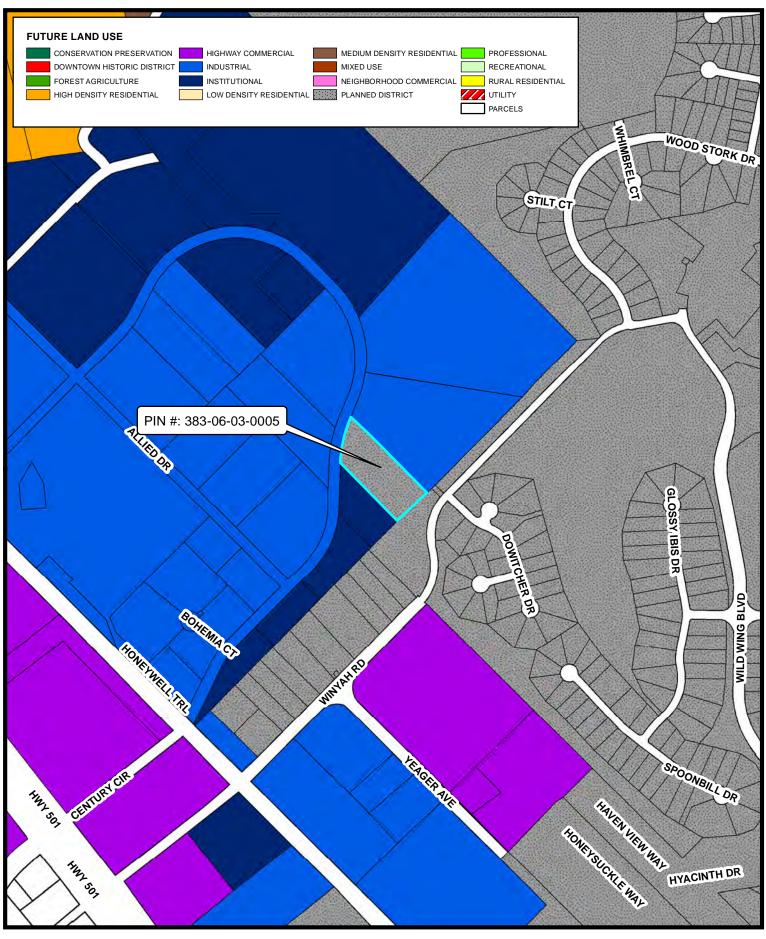
























PLANNING DEPARTMENT

196 Laurel Street Conway, South Carolina 29526 843-488-9888 www.CityofConway.com

DESIGNATION OF AGENT

(If the Property Owner Wishes To Appoint an Agent to Represent Him or Herself)

Agents Name: City of Conway	
Address: 196 Laurel St., Co	nway, SC 29526
Telephone: 843-488-9888	Email: jhucks@conwaysc.gov

I hereby appoint the person(s) listed above as agent to act on my behalf for the purpose of filing such application for a variance/rezoning request as he/she shall deem necessary and proper.

PROPERTY OWNER(S) NAME (PRINT)

PROPERTY OWNER SIGNATURE

DATE



Zoning Map Amendment Application Incomplete applications will not be accepted.

Staff	Use Only	
Rece	ived:	
BS&A	#:	

City of Conway Planning Department 196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 695 Century Ci	rclefee paidyesno
AREA OF SUBJECT PROPERTY (ACREAGE): 3.31 acres	
CURRENT ZONING CLASSIFICATION: Planned Deve	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:	
REQUESTED ZONING CLASSIFICATION: Light Industr	ial (LI)
NAME OF PROPERTY OWNER(S):	
HE Conway LLC	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
450 Main St., Baton Rouge, LA 70801-1906	
***************************************	*******************
I (we) the owner(s) do hereby certify that all information is correct. Culvelled Amendment Application is correct.	rmation presented in this Zoning Maj
PROPERTY OWNER'S SIGNATURE(S)	CO DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

DATE: JULY 15, 2024

ITEM: III.D

ISSUE:

Final Reading of Ordinance #**ZA2024-07-15 (D)** regarding proposed amendments to *Article 10 – Subdivision and Land Development*, of the *City of Conway Unified Development Ordinance (UDO)*, regarding revisions to various standards contained within Article 10.

BACKGROUND

At the 2023 City Council budget retreat, staff presented proposed amendments to several articles within the UDO, including Article 10, which contain the city's 'Land Development Regulations'. Since the council retreat in 2023, more than a year ago, staff has been noting several items within Article 10 that need amending, or that contain minor errors in conflict with other sections of the UDO.

The attached proposed amendments seek to remedy several issues that are inconsistent or outdated with the current UDO or current policy. Many of the revisions contain housekeeping changes (e.g. spelling corrections, etc.). Items / Sections within Article 10 that are proposed to be amended include, but are not limited to, the following:

- Sec. 10.2.1, Approval Levels and Sec. 10.2.2, Types of Land Development Defined
- Sec. 10.2.3, Approval Authority
- Sec. 10.2.5, Review periods for Plan and Plan Submittals
- Sec. 10.2.8, Minor Development and Platting Action Requirements
- Sec. 10.3.6, Intersections and 10.3.7, Blocks
- Sec. 10.3.8, Lots and Building Sites
- Sec. 10.3.17, Wastewater Pump Facilities
- Sec. 10.3.20, Street addresses
- Sec. 10.5.12, Centralized Mail Delivery Systems
- Sec. 10.6.6, Stormwater Warranty and Maintenance Responsibility
- Sec. 10.9.2, General Requirements
- Sec. 10.9.4, Construction Standards

PLANNING COMMISSION:

Planning Commission held the required public hearing on the amendments to Article 10 and recommended approval of the text amendment at their June 6^{th} meeting.

CITY COUNCIL:

City Council approved first reading of the proposed amendments but asked that staff re-review the amendments prior to final reading. Additionally, a detailed table has been included for Council's review of each proposed amendment within Article 10.

RECOMMENDATION:

Staff recommends approval of Final Reading of Ordinance #ZA2024-07-15 (D).

ORDINANCE #ZA2024-07-15 (D)

AMENDING ARTICLE 10 – SUBDIVISION AND LAND DEVELOPMENT, OF THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE (UDO), REGARDING REVISIONS TO VARIOUS STANDARDS CONTAINED WITHIN ARTICLE 10.

- WHEREAS, pursuant to Title 6, Chapter 29 of the <u>Code of Laws of South Carolina 1976</u>, as Amended known as the "South Carolina Local Government Comprehensive Planning Enabling Act of 1994" enabled the City of Conway to adopt the *Unified Development Ordinance (UDO)* of the City of Conway, South Carolina; and
- **WHEREAS,** Article 13, Section 13.1.7 of the *UDO* provides that the regulations, restrictions, and boundaries set forth in said Ordinance may from time be amended, supplemented, changed, or repealed in accordance with S.C. State Code 6-29-760; and
- WHEREAS, Article 10 of the UDO contains the City's Land Development Regulations; and
- **WHEREAS**, the City has seen unprecedented growth with an increased interest in developing property in the City limits of Conway as well as in surrounding areas outside the City limits that may be subject to annexation in the future; and
- **WHEREAS**, previous amendments regarding residential design standards have been adopted, and several items within Article 10 must be amended to be consistent with previous amendments as well as future amendments; and
- WHEREAS, the amendments contained within Article 10 include changes to approval levels, requirements for lots and building sites, financial guarantee approvals, stormwater requirements, platting action requirements, review periods for plan submittals, wastewater pump facilities, and other items relative to land development; and
- **WHEREAS**, following a review by the Planning Commission and the required public hearing, it has been determined that the *UDO* should be amended relative to various development and maintenance standards: Therefore, be it
- **ORDAINED,** by Conway City Council, in council duly assembled, that the *UDO* be shall be amended as attached hereto; and be it further
- **ORDAINED**, that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
- **EFFECTIVE DATE:** This ordinance shall become effective upon final reading approval.

RATIFIED BY CITY COUNCIL, duly asse	mbled, thisday of, 2024
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: June 17, 2024	
Final Reading:	

Article 10. Subdivision and Land Development

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Section 10.1 – General Guidelines for Land Development

10.1.1 Adoption and Amendment

The City of Conway may adopt and amend this section of subdivision development regulations by ordinance after a public hearing. The City of Conway will publish at least 30 days' notice of the time and place of the public hearing in a general circulation newspaper in the community. This follows the requirements of South Carolina State Law (S.C. Code § 6-29-1130(B).

10.1.2 Land Development and Subdivision Defined

A. Land Development

Land development is a change in land characteristics through redevelopment construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, industrial parks, or similar developments for sale, lease or any combination of owner and rental characteristics (S.C. Code § 6-29-1110(2).

The following land development activities shall be exempt from complying with the procedures of this Article:

- 1. The development or redevelopment of detached single-family dwellings on existing lots that conform to the standards of the City of Conway;
- 2. Such subsequent land development activities resulting from an approved land development plan as the Planning Commission may designate; and
- 3. Such other classes of land development activity that the Planning Commission may designate.

B. Subdivision of Property

Subdivision means all divisions of a tract or parcel of land into two (2) or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development. This includes all divisions of land involving a new street or change in existing streets and includes re-subdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to SC State law (S.C. Code § 6-29-1110(4). In addition, the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law is considered under this Article.

The following exceptions are included within this definition only for the purpose of requiring that the local planning agency be informed and have a record of the subdivision:

- 1. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the City of Conway.
- 2. The division of land into parcels of five acres or more where no new street is involved, and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats; and the combination or recombination of entire lots of record where no new street or change in existing streets is involved.
- 3. Any plat or document requiring to be recorded pursuant to the exceptions set forth above shall bear the notation 'Approved for Recording' and the signature of the Planning Director or their designated agent, prior to being presented for recording filed or recorded in the Horry County Register of Deeds, are required to meet the platting action requirements set herein. Otherwise, one reproducible copy of the document/plat shall be provided to the Planning Director or their designated agent at the time of the signing. [Amended 9-21-20 #ZA2020-09-21 (B)]



10.1.3 Compliance

From and after the adoption of these regulations, no subdivision plat or other land development plan within the jurisdiction of these regulations may be filed or recorded in the Horry County Register of Deeds, and no building permit may be issued until the plat or plan bears the stamp of approval and is properly signed by the Planning Director or their designee. The submission for filing or the recording of a subdivision plat or other land development plan without proper approval as required by these regulations is declared a misdemeanor and, upon conviction, is punishable as provided by law. [Amended 9-21-20 #ZA2020-09-21 (B)]

10.1.4 Enforcement by City Staff

These regulations shall be administered by the Planning Director and or the Technical Review Committee (TRC) who shall be appointed by the City Administrator. The Planning Director / TRC shall administer and enforce the provisions of these regulations and have such other specific powers and duties as are set forth in these regulations. The Planning Director may designate agents to act on his their behalf. The Planning Director / TRC shall have the right to enter property at reasonable hours for the purpose of making inspections.

10.1.5 Coordination of Plans

All plans, plats and supporting documents to be submitted in connection with the procedures set forth in these regulations shall be submitted first to the Planning Director or their designee. The Planning Director or their designee shall develop and maintain a set of standards to serve as a basis for the type, size, graphic media, number of copies, information to be shown and other such matters in regard to the maps and documents required to be submitted in the administration of these regulations. Such standards may also include standards for street, storm drainage and utility construction plans. A listing of such standards may be appended to these regulations and are presumed to be necessary to satisfy the requirements of these regulations. However, it is recognized that each development is unique, and therefore, the Planning Director or their designee may exercise flexible judgment in requiring less or more information and submittal according to the needs of the particular case. [Amended 9-21-20 #ZA2020-09-21 (B)]

10.1.6 Administrative Fee

The City Council shall set a fee schedule for the administration of these regulations. The Planning Director or their designee shall be responsible for collecting such fees. All fees relating to recording of documents shall be borne directly by the applicant. [Amended 9-21-20 #ZA2020-09-21 (B)]



Section 10.2 – Land Development for Subdivision Review Procedures

10.2.1 Approval Levels

A. The land development review procedure shall consist of two (2) levels of required approval: Technical Review Committee (TRC) approval and Planning Commission approval (for major developments). A Preliminary Plan must be submitted (followed by required construction plans) and a Final Plat.

B. Sketch Plan.

Prior to preliminary plan application, the applicant may submit to the Planning Director or their designee Technical Review Committee (TRC) a sketch plan showing the concept of the proposed subdivision development for review. The applicant may at that time discuss the proposed development with the Planning Director or their designee and become familiar with the UDO. This procedure does not require formal application or fee. One sketch plan submittal may be permitted for each proposed project.

C. Master Plan.

Prior to preliminary plan applications, Planned Developments, Conservation Subdivisions, and projects with multiple phases all require a Master Plan showing the concept of the proposed development and layout of each phase. Plans shall provide all applicable project data for review by the Technical Review Committee.

D. Preliminary Plan.

Preliminary plan approval shall be a prerequisite to final plat approval. The preliminary plan shall include the entire area to be considered for current and future development. The final plat may include only that area proposed for current development, provided that the Planning Director or their designee may not approve final plat phases where in his their opinion necessary supporting facilities (roads, sidewalks, drainage, etc.) are not being provided to support the proposed phasing scheme.

E. Construction Plans.

Construction plans shall require approval of the Technical Review Committee. Construction plans are not required to be submitted as part of the preliminary plan approval. It is the responsibility of the applicant to ensure that the preliminary plan design is feasible for public facility services. The Technical Review Committee may require, however, the submittal for review and approval of all or part of construction plans in order to ascertain the feasibility of serving all or part of a proposed development prior to preliminary plan approval. Approved construction plans are a prerequisite to receive permission to proceed with construction of development improvements and for final plat approval.

[Amended 9-21-20 #ZA2020-09-21 (B)]

10.2.2 Types of Land Development Defined

The land development review procedure shall consist of two (2) types of developments: major land developments and minor land developments.

A. Major Developments.

Major developments are those developments which involve five (5) or more lots **or units**, those developments which involve the dedication of new street segments (but not simply widening), those developments where the Planning Commission is required by the *UDO* to review certain plans and those developments that involve dedication or reservation of land for open space, school sites, and other public purposes.



B. Minor Developments.

Minor developments are the commercial development of existing lot(s), the reconfiguring and/or recombination of lots, as well as the creation of two (2) to four (4) lots, and do not result in the creation of any public or private streets. or involved dedication of open space. Minor residential subdivisions shall meet the average size of surrounding lots to fit into the surrounding neighborhood context.

10.2.3 Approval Authority

The approval authority for the levels and types of development approval shall be as follows:

A. Preliminary Plans:

- 1. Major Developments Planning Commission and the Technical Review Committee (TRC).
- 2. Minor Developments Planning Director or their designee; however, provided that the Planning Director or their designee may at his option their discretion, refer any plan to the Planning Commission to review as a major development.

B. Construction Plans:

1. Major and Minor Developments – Technical Review Committee

C. Final Plats:

 Major and Minor Developments - Planning Director or their designee. Any type of surety Financial guarantees to may be approved by City Council the Technical Review Committee [Amended 9-21-20 #ZA2020-09-21 (B)]

10.2.4 Plan and Plat Requirements

Plans and plats and supporting documents and material for the levels of land development approval shall be submitted in the form as stated in Section 10.9. The Planning Director or their designee may refuse to accept the submission of any plans or supporting documents which in his their opinion do not meet the standards for such submittal as specified in Article 10. The City Council will make the final decision for dedication of road rights-of-way. [Amended 9-21-20 #ZA2020-09-21 (B)]

10.2.5 Review Periods for Plan and Plat Submittals

Plans and plats, in the proper form, shall be submitted to the Planning Director for review and consideration of approval by the appropriate agency, according to the following schedule:

A. Preliminary Plans for Minor Developments.

Preliminary Plans for Minor Developments may be submitted at any time. The Planning Director or their designee Technical Review Committee (TRC) shall either approve, approve conditionally, or deny the approval of the preliminary plans within thirty (30) days of receipt. Approval, conditional approval or denial shall be in written and/or drawn form and dated. The applicant shall be notified in writing of the action taken. Failure of the Planning Director or their designee to act within thirty (30) days of receipt of the plan in proper form shall constitute approval and the applicant shall be issued a letter of approval and authorization to proceed.

B. Preliminary Plans for Major Developments.

Preliminary Plans for Major Developments may be submitted at any time. The Technical Review Committee (TRC) shall either approve, approve conditionally, or deny the approval of the preliminary plans within 30 days of receipt. provided, However, in order to be eligible to be placed on an agenda of a Planning Commission meeting, outstanding TRC comments shall not cause significant changes to the layout once comments are addressed. such submittal shall have been filed with the Planning Director or their



designee at least thirty (30) days prior to that meeting. The Planning Commission shall approve, approve with conditions, or deny the preliminary plan within sixty (60) days of official receipt. The decision shall be in written and/or drawn form and dated. The applicant shall be notified in writing of the action taken. Failure of the Planning Commission to act within sixty (60) days of receipt of the plan in proper form shall constitute approval and the applicant shall be issued a letter of approval and authorization to proceed.

C. Final Plats.

Final Plats may be submitted at any time. The Planning Director or their designee **Technical Review Committee (TRC)** shall approve, approve with conditions, or deny the final plat within thirty (30) days of receipt. The decision shall be in written and/or drawn form and dated. The applicant shall be notified in writing of the action taken. Failure of the Planning Director or their designee to act within thirty (30) days of receipt of the plat in proper form shall constitute approval and the applicant shall be issued a letter of approval and authorization to proceed.

[Amended 9-21-20 #ZA2020-09-21 (B)]

10.2.6 Appeals

In any case where the Planning Director or their designee is authorized to approve or disapprove a land development plan such action may be appealed to the Planning Commission by any party in interest (S.C. Code § 6-29-1150(C). The Planning Commission shall act on the appeal within sixty (60) days and the action of the Planning Commission is final. An appeal from the decision of the Planning Commission may be taken to Circuit Court within thirty (30) days after actual notice of the decision S.C. Code § 6-29-1150(D). [Amended 9-21-20 #ZA2020-09-21 (B)]

10.2.7 Effects of Approvals – Prerequisites

- A. Preliminary plan approval shall constitute tentative approval of the final plat if the final plat is in substantive agreement with the preliminary plan and shall entitle the applicant to proceed to prepare street, storm drainage and utility construction plans, if applicable, and/or to proceed to prepare the final plat. Approval of construction plans shall entitle the applicant to proceed with construction of development improvements for the preliminary plan and no construction, including grading, shall proceed without such approval.
- B. If a final plat of all or part of the area shown on a preliminary plan is not recorded in the Horry County Register of Deeds within twenty-four (24) months of approval of the preliminary plan, or if there is a lapse of more than twelve (12) months between the recording of sections, the Planning Director shall may require the re-submittal of the unrecorded portion as a preliminary plan.
- C. Final Plat approval shall entitle the applicant to record the final plat. A final plat must be recorded in the Horry County Register of Deeds within thirty (30) days of its approval by the Planning Director or their designee. No final plat shall be regarded as finally approved, until such plat has been recorded with the Horry County Register of Deeds. The book and page number from the Horry County Register of Deeds shall be required by the City of Conway. [Amended 9-21-20 #ZA2020-09-21 (B)]
- D. No final plat shall be approved for recording until all required development improvements have been installed and approved or until the applicant supplies an appropriate Guarantee of Installation as provided for in these regulations. In addition, no final plat shall be approved for recording unless such plat is in substantial agreement, as determined by the Planning Director, with the approved preliminary plan. Final plats not in substantial agreement shall be resubmitted as preliminary plans as provided for herein.



- E. After the final plat is recorded, lots as shown on the plat may be sold or otherwise conveyed by reference to the plat and building permits may be authorized to be issued. Certificates of Occupancy shall not be authorized to be issued until roads are dedicated and at least 50% completed. No zoning permit shall be received until the final plat (certified copy) is provided to the Planning Director or their designee. [Amended 9-21-20 #ZA2020-09-21 (B)]
- F. A road dedication package (showing each public street and utility and drainage easement in a subdivision) must be submitted to the Public Works Director as part of the final plat and shall may be recorded in phases if necessary and/or authorized. Approval and recording of the final plat shall constitute dedication by the applicant. Road improvements shall not be accepted for maintenance until approved by the City Council. Roads can be dedicated during final plat submittal, but appropriate surety will be required to cover the cost of roads.

Such right-of-way and improvements may be accepted by the City Council by resolution upon completion by the applicant and inspection by appropriate city officials. In addition, land designated on an approved and recorded final plat as public open space and similar public purposes shall be considered to be offered for dedication until the city has by resolution accepted such dedication and such land is deeded to the city. Until such dedication has been accepted, land so offered may be used for open space purposes by its owner or his their designee(s) and the City shall be held harmless of any liability involving such land. Land so offered for dedication shall not be used for any purpose inconsistent with the proposed public use without the express approval of the City Council.

10.2.8 Minor Development and Platting Action Requirements

All minor plats must be submitted to the Planning Department prior to recording. Minor plats may be submitted either by paper or via email for review. All plats being submitted for recording must submit a minimum of two copies that have been signed and sealed by the required parties.

The City of Conway will review all minor developments and platting actions to ensure compliance with the Unified Development Ordinance (UDO) and the Standards of Practice Manual for Surveying in South Carolina.

A. Platting Actions:

- 1. **Boundary Survey.** An existing lot of record with no boundary changes whatsoever.
- 2. **Resurvey.** A survey of an existing lot of record, with no boundary changes whatsoever, in which the plat book and/or deed book and page reference for the previously recorded survey map of the same parcel is cited. The reference map is to be the identical subject parcel. A resurvey is **does** not required a Certificate of Ownership and Dedication nor the signatures of the property owners.
- 3. <u>Court Order Survey.</u> Court ordered platting actions shall be treated in the same manner as parcel splits, minor or major developments where applicable.

The signatures of affected property owners will not be required if:

- a. The civil action, estate package, probate or will number is clearly indicated on the plat via
 the following notation: "This plat has been prepared at the request of the court, Case No:
 ________"; and,
- b. The court order listing the affected property owners as parties used to settle the civil action, estate, probate or will is supplied. The order must clearly describe the plat presented for recording.
- 4. **Recombination or Reconfiguration Survey.** Existing property lines are being established, abandoned, altered or relocated in order to combine two or more lots of record together.



- a. Common lot lines shall be illustrated as dashed on the plat with a notation stating "Property line(s) to be abandoned".;
- b. All affected property owners must sign a Certificate of Ownership and Dedication on the plat agreeing to the combination or reconfiguration.
- 5. <u>Easement / Buffer Plats</u> Easement <u>and/or buffer</u> plats are used to dedicate or record easements <u>and/or buffers</u> across property.
 - a. Easements and Buffers shall be delineated with dashed lines marking the boundaries;
 - b. The following statement must be on the face of the plats "This ______ foot (easement or buffer) is being (created, altered, relocated) for the purpose of _____ and will be owned by _____". ("Owned by" or "administered by" (for a buffer) should reference the beneficiary of the easement or buffer, not the owner of the underlying property);
 - c. Easements and/or buffers shall be labeled as to indicate the type of easement/buffer, easement/buffer width and whether the easement/buffer is public or private. Easements and/or buffers shall be delineated with distance and bearing unless parallel with a surveyed property line;
 - d. Existing easements **and buffers** should be labeled as such with reference to the creation of the **encumbrance** cited on the plat; and
 - e. All affected property owners must sign a Certificate of Ownership and Dedication agreeing to the dedication or abandonment of the easement **and/or buffer**.
- 6. **Phasing Plat.** Phasing plats shall conform to the approved phasing plan including the corresponding phase numbers, metes, bounds and dimensions of each phase.
 - a. The plat shall be clearly identified as a "phasing plat of (approved project name)". Phasing plats shall state the date of approval of the corresponding phasing plan;
 - b. The statement, "The creation of this parcel(s) is to facilitate building development. The phase lines shown on this plat are in accordance with an approved phasing plan and will be subsequently deleted to incorporate each phase of development into the _______ (state appropriate development HPR or HOA)"; and
 - c. The initial phasing plat submitted for a land development shall include sufficient easements for access to all remaining phases.
- 7. Closing/As built Phase Plat. Closing plats shall conform to the approved phasing plat and any previously recorded phasing plats submitted prior to the adoption of these regulations. Minor shifting of phase lines shall be permitted when necessary to meet other City of Conway requirements.
 - a. The plat shall be clearly identified as a closing or as-built plat of (phasing plat). Closing plats shall state the date of Preliminary Plan approval of the corresponding phasing plan;
 - b. The plat book and page number reference to the previously recorded phasing plat;
 - c. Common lot lines or phase lines to be deleted, due to previously recorded phasing plats, shall be dashed on the plat and a note shall specify the "line(s) to be abandoned";
 - d. Statement verifying ownership and maintenance of the property (HPR, HOA, POA, property management company, etc.); and
 - e. Show all existing buildings.



8. **Gaps, Overlaps and Boundary Disputes.** Survey maps that are presented for recording that show gaps or overlaps in one or more of the surveyed lines shall label each of the property lines, creating such issue, with the reference for the previously recorded instrument that created the line(s).

Maps that resolve disputed boundary lines shall label the newly established boundary as an: "Agreed Upon Line(s)" on the plat and the Certificate of Ownership and Dedication shall be signed by all affected property owners.

Unless court ordered, plats that attempt to show possession, claims or previously recorded property lines as "in error" will not be approved for recording.

B. Plat Contents:

Plats prepared for minor development or platting actions shall be clearly and legibly drawn and be consistent with those requirements in Table 10.1(A) [Amended 9-21-20 #ZA2020-09-21 (B)]

Table 10.1 (A): Minor Plat Requirements [Amended 9-21-20 #ZA2020-09-21 (B)]

REQUIREMENT		EXPLANATION	
1	Scale not less than 1"=200'	Shall use a standard engineers scale	
2	Sheet size minimum 11"x17"	Self-explanatory	
3	Approval Block Area 1.5"x2.5"	A blank approval block (empty space) needs to be set-aside on every sheet of the final plat and in the same location.	
4	Type of Platting Action	In accordance with the platting actions listed in Section 10.2.8	
5	Name of development/survey	May be the name of the landowner or developer	
6	Owner of record	If owner/developer are the same, reference will only need to be made once in the title block	
7	Developer	Self-explanatory	
8	Surveyor address and contact information	Self-explanatory	
9	Number of lots/units	If the project or plat contains less than one acre, give area in square feet. The number of lots should include the parent or remainder tract if remainder is less than 5 acres.	
10	Total acreage	Self-explanatory	
11	Scale (graphic and written)	Shall use a standard engineers scale	
12	Date of survey	Self-explanatory Self-explanatory	
13	Deed/plat reference of last property transfer	Self-explanatory	
14	Legible location map	No scale required	
15	Surveyor Certification of Accuracy	See the Standards of Practice for Surveying in South Carolina, Sec. 49-460	
16	Certificate of Ownership and Dedication (not required on resurveys)	Same as above	
17	North arrow	Self-explanatory	
18	Parcel identification number(s) of the property	PIN/TMS number of the subject property should be in note format, not in the title block	
19	Parcel identification number(s) and ownership of adjacent parcels	PIN/TMS number and owner of record of adjacent properties to be located in the appropriate area of the plat (not in note format)	
20	Adjacent property lines	All adjacent property lines within 50 feet of the subject property shall be shown as dashed.	
21	Unincorporated Horry County	Self-explanatory	



	boundaries		
22	Distance to the nearest intersection OR state coordinates for a minimum of 3 boundary points/pins along the exterior boundary	Give X, Y coordinates for a minimum of three boundary points or pins along the project's exterior boundary, if applicable, to a photo-identifiable point on the most recent copy of the City of Conway aerial photos with distance and bearings, or to the nearest intersection by distance only.	
23	Existing public/private rights-of- way	Designation shall be located within the appropriate right-of-way or easements (not in a separate note). These need to be labeled to indicate road name, total width or width from centerline, and whether the roadway is public or private. If city maintenance ends within the platted area, locate and label the "End of City Maintenance" on the face of the plats.	
24	Existing/proposed easements, ownership and uses	To be to scale and located on the appropriate area of the plat (not in note format). In no instances shall an easement be labeled as proposed. If easement is existing, label as such and provide deed and/or plat reference.	
25	Existing buildings	Indicate all buildings and/or structures within 60-ft of any existing and/or proposed property or easement lines including those that may be on the remainder lot area.	
26	Existing water bodies and water courses	Self-explanatory	
27	Flood zone(showing floodplain and floodway)	Note the classification, FIRM map number and panel section and the date of map (must be most current edition). For unnumbered A zones, base flood elevations shall be established in accordance with the National Flood Insurance Program guidelines.	
28	Detention/retention basins	Containment area w/in basin should be indicated in square feet. Where ownership is to be assumed by a body other than the City of Conway, a note shall be added to the plat stating: "Not the responsibility of the City of Conway". In phased land developments, detention/retention basins not divided by phasing lines shall be included w/in the first phase of which its existence is necessary.	
29	Property (other than rights-of-way and easements) intended for public dedication or use	Location and boundary of each area to be shown with bearings, distances and size in square feet. Ownership to be indicated for each area. Where ownership is to be assumed by a body other than the City of Conway, a note shall be added to the plat stating, "Not the responsibility of the City of Conway".	
30	Lot numbers	Lot number(s) shall be assigned to all proposed lots and shall be consecutive.	
31	Lot lines	All lot lines must be solid with bearings and distances, with pins "set" or "found" at each corner and indicated and plotted to scale on the plat.	
32	Lot dimensions	Lot sizes shall be given in square feet for all newly create or altered lots one acre in size or less. Parcel remainders do not have to be surveyed if greater than 1 acre in size.	
33	Lot sizes for each individual building lot	Same as above	
34	Revisions	Show dates and indicate type of revision.	
35	Plat book page or deed book and page references for resource material	Can be provided on the face of the plat or in note form.	
36	Statement referencing recorded easements and restrictive covenants or HOA/POA	Self-explanatory	



	documents		
37	Signature and seal of registered surveyor	Self-explanatory	
38	ACOE SAC number if applicable	Self-explanatory	
39	Required City of Conway regulations (when applicable)	The following text shall be placed on the final plat or platting action (if necessary) as related to the specifically identified plat note. (a): Public roadway ownership: "The roads and drainage within this subdivision are intended to be public and dedicated to the City of Conway, unless otherwise noted on the plat." (b): Private roadway ownership: "The roads and drainage with this subdivision are intended to be private. The City of Conway shall not be responsible for the maintenance of the roads or the drainage systems shown on this plat." (c): Public works: "All activities, including activities by individual lot owners or lease holder, or contractors, will be carried out in accordance with the approved Stormwater Management and Sediment Control plan for the subdivision." (d): Drainage easements: "All drainage easements are to be cleared and remain free and clear of all structures and other obstructions."	
40	Acreage of the remainder of the parent tract	The approximate acreage of the un-surveyed portion of the parent tract remainder in which the platting action alters or adjusts the parcel size. If the remainder is less than one acre the parcel must be surveyed out and the square footage shown. If a platting action splits the remainder into two or more non-contiguous parcels, the remainder of the parcels need to be indicated separately insuring that no non-conforming lots are being created by default.	
41	Phases	Location and boundary of each individual phase with metes, bearing and distances shown. Phases shall be numbered in the order in which they are to be developed.	

[Amended 9-21-20 #ZA2020-09-21 (B)]

C. Plat Contents:

Plats prepared for major development or platting actions shall be clearly and legibly drawn and be consistent with those requirements in Table 10.1(B)

Table 10.1 (B): Major Plat Requirements

REQUIREMENT		EXPLANATION	
1	Scale not less than 1"=100"	Shall use a standard engineers scale	
2	Sheet size minimum 24"x 36"	Self-explanatory	
3	Approval Block Area 1.5"x2.5"	A blank approval block (empty space) needs to be set-aside on every sheet of the final plat and in the same location.	
4	Type of Development	In accordance with the dwelling types listed in Section 6.2	
5	Name of development/phase	Approved name for the subdivision and phase of development	
6	Owner of record	If owner/developer are the same, reference will only need to be made once in the title block	
7	Developer	Self-explanatory	
8	Surveyor address and contact information	Self-explanatory	
9	Number of lots/units	Number of lots being created via platting action (not including remainder tract if over 1-acre in size)	
10	Total acreage	Self-explanatory	



11	Scale (graphic and written)	Shall use a standard engineers scale	
12	1 - 1	Self-explanatory	
12	Date of survey	Self-explanatory	
13	Deed/plat reference of last property transfer	Self-explanatory	
14	Legible location map	No scale required	
15	Surveyor Certification of Accuracy	See the Standards of Practice for Surveying in South Carolina, Sec. 49-460	
16 (a)	Certificate of Ownership and Dedication Certificate of Approval for	verbiage as follows: "The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this (plan of development/ plat) with my (our) free consent and that I (we) hereby dedicate all items as specifically shown or indicated on said plat. "Same as above verbiage as follows:	
16 (b)	Public Water and Sewer Systems	"We, certify that the water supply and sewer disposal system(s) installed or proposed for installation, fully meet our requirements."	
17	North arrow	Self-explanatory	
18	Parcel identification number(s) of the property	PIN/TMS number of the subject property should be in note format	
19	Parcel identification number(s) and ownership of adjacent parcels	PIN/TMS number and owner of record of adjacent properties to be located in the appropriate area of the plat (not in note format). If surveyed property is adjacent to a major residential development, adjoining lots may be identified by "Subdivision Name" and "Lot #"	
20	Adjacent property lines	All adjacent property lines within 50 feet of the subject property shall be shown as dashed.	
21	Unincorporated Horry County boundaries	Self-explanatory	
22	Distance to the nearest intersection OR state coordinates for a minimum of 3 boundary points/pins along the exterior boundary	Give X, Y coordinates for a minimum of three boundary points or pins along the project's exterior boundary, if applicable, to a photo-identifiable point on the most recent copy of the City of Conway aerial photos with distance and bearings, or to the nearest intersection by distance only.	
23	Existing public/private rights-of- way	Designation shall be located within the appropriate right-of-way or easements (not in a separate note). These need to be labeled to indicate road name, total width or width from centerline, and whether the roadway is public or private. If city maintenance ends within the platted area, locate and label the "End of City Maintenance" on the face of the plats.	
24	Existing/proposed easements and/or buffers, ownership and uses	To be to scale and located on the appropriate area of the plat (not in note format). In no instances shall an easement be labeled as proposed. If easement is existing, label as such and provide deed and/or plat reference. For easements & buffers not being dedicated to the city or the HOA/POA, a notation will need to be added to express both the scope and cite the beneficiary/administrator of the encumbrance.	
25	Existing buildings	Indicate all buildings and/or structures within 60-ft of any existing and/or proposed property or easement lines including those that may be on the remainder lot area.	
26	Existing water bodies and water courses	Self-explanatory	
27	Flood zone (showing floodplain and floodway)	Note the classification, FIRM map number and panel section and the date of map (must be most current edition). For unnumbered A zones, base flood elevations shall be established in accordance with the National Flood Insurance Program	



		guidelines.	
28	Detention/retention basins	Containment area w/in basin should be indicated in square feet. In phased land developments, detention/retention basins not divided by phasing lines shall be included w/in the first phase of which its existence is necessary.	
29	Property (other than rights-of- way and easements) intended for public dedication or use	Location and boundary of each area to be shown with bearings, distances and size in square feet. Ownership to be indicated for each area. Where ownership is to be assumed by a public entity, a note shall be added to the plat stating: "sq. ft. area to be dedicated to" (insert name of public entity).	
30	Lot numbers	Lot number shall be assigned to all proposed lots and shall be consecutive.	
31	Lot lines / Lot dimensions	All lot lines must be solid, labeled with appropriate line/curve data, with pins "set" or "found" at each corner and indicated and plotted to scale on the plat.	
32	Open Space	Lots designated as Open Space should labeled as such and given a unique legal description (e.g. Open Space #)	
33	Lot sizes for each individual building lot	Lot sizes shall be given in square feet for all newly created or altered lots.	
34	Revisions	Show dates and indicate type of revision.	
35	Plat book page or deed book and page references for resource material	Can be provided on the face of the plat or in note form.	
36	Statement referencing recorded easements and restrictive covenants or HOA/POA documents	When restrictive covenants/bylaws have been previously recorded or are being recorded concurrent with plat: "HOA/POA documents or restrictive covenants and easements for the development shown hereon were recorded in Deed Book, Pageon(date) in the Office of the Register of Deeds for Horry County". If restrictive covenants/bylaws are to be recorded subsequent to the plat: "All lots depicted hereon shall be subject to the restrictive covenants and easements of the homeowners/property owners association. Adherence to applicable restrictive covenants are the responsibility of the lot owners/occupants and enforcement/compliance therewith will be the responsibility of the HOA/POA"	
37	Signature and seal of registered surveyor	Self-explanatory	
38	Wetland Delineation / USACE, SAC number if applicable	If located within surveyed area, Wetlands shall be delineated and labeled to indicate the size of wetland area on the face of the plats and the following note added: "Wetland areas shown hereon are as delineated by the U.S. Army Corps of Engineers, SAC# dated:" (insert applicable information from USACE determination letter)	
39	Required City of Conway regulations (when applicable)	The following text shall be placed on the final plat or platting action (if necessary) as related to the specifically identified plat note. (a): Public roadway ownership: "The roads and drainage within this subdivision are intended to be public and dedicated to the City of Conway, unless otherwise noted on the plat." (b): Public Works: "All activities, including activities by individual lot owners or lease holder, or contractors, will be carried out in accordance with the approved Stormwater Management and Sediment Control plan for the subdivision." (c): Drainage Easements: "All drainage easement are to be cleared and remain free and clear of all structures and other obstructions." (d): Street Trees: "The maintenance and/or replacement of required street trees within the public rights-of-way dedicated hereon, shall be the responsibility of the	



	T	
		HOA"
		(e): <u>Protected Trees</u> : "No protected or landmark trees as defined in the City of
		Conway Tree Preservation Ordinance shall be removed without the written
		approval of the city arborist and the issuance of a tree removal permit by the City
		of Conway"
		(f): Open Space: "All areas shown hereon as Open Space shall remain as such in
		perpetuity. Open Spaces are to be owned and maintained by the HOA/POA"
		The approximate acreage of the un-surveyed portion of the parent tract
		remainder in which the platting action alters or adjusts the parcel size. If the
40	Acreage of the remainder of	remainder is less than one acre the parcel must be surveyed out and the square
40	the parent tract	footage shown. If a platting action splits the remainder into two or more non-
		contiguous parcels, the remainder of the parcels need to be indicated separately
		insuring that no non-conforming lots are being created by default.
		Location and boundary of each individual phase with metes, bearing and
41	Phases	distances shown. Phases shall be numbered in the order in which they are to be
		developed.



Section 10.3 – Subdivision Design Standards

10.3.1 General

All proposed land developments subject to these regulations shall comply with the design standards of this Article and shall be so planned as to facilitate the most advantageous development of the entire community.

10.3.2 Lots Must Comply with Zoning Requirements

No person shall subdivide land, and the Planning Director shall not approve any subdivision of land, unless the lots created pursuant to said subdivision meet or exceed all applicable requirements of the zoning district and/or overlay zone, as applicable, and as may be amended from time to time.

10.3.3 Appropriate to Physical Conditions

The general design of the development shall take advantage of and be adjusted to the contour of the land so as to produce usable building sites and streets of reasonable gradients. Development plans shall be drawn in consideration of the suitability of the land and its capability to support and maintain the proposed development. Due consideration shall be given to such factors as topography, soil conditions, flood damage prevention, erosion control, wetland preservation, storm water management, solar energy, tree preservation, noise and pollution control, habitat for endangered species, areas of historical, archaeological or architectural significance, and land use relationships in addition to other factors including those prescribed by these regulations.

Any proposed land development and/or subdivision of land exceeding 50 acres shall submit a site plans for a Conservation Subdivision pursuant to Section 10.4. Recognizing that not all developments are appropriate for Conservation Subdivision, this requirement shall not bind the developer to utilizing this method of development. The purpose of this requirement is to determine if Conservation Subdivision is appropriate given the geographic, topographic and ecological confines and characteristics of the property. [Amended 6/15/20 #ZA2020-06-15 (D)]

10.3.4 Connectivity and Appropriateness to Adjoining Property and Land Uses

The development shall be designed in relationship to adjoining property and land uses. Except where the Planning Commission determines that a different scheme is more appropriate, the proposed street system shall extend existing and projected streets at no less than the required minimum width for the classification of the street and shall be in conformance with the following criteria below.

A. Conformance with Transportation Element of the Comprehensive Plan.

The location and design of streets shall be in conformance with the Transportation Element of the currently adopted City of Conway Comprehensive Plan. [Amended 7.19.21 #ZA2021-07-19 (D)]

B. Street Classification.

All streets within and adjoining the development shall be classified according to function by the Planning Commission. Each street segment shall be classified in accordance with the street classifications defined in Article 7, Section 7.1.23. The classification of a street segment shall determine the cross-section, street, tree planting requirements, and design standard to which that street segment shall be designed and constructed. Street design standards for each street classification are shown in Article Section 7.1.34, Table 7.1.

C. Connection to Adjoining Property.



Where, in the opinion of the Technical Review Committee, street connection to adjoining property is appropriate, proposed streets shall be extended to the boundary of the development for connection to existing streets on the boundary of adjoining property or for future connection.

Cul-de-sacs shall not be used to avoid connection with an existing street, to avoid the extension of a thoroughfare or collector street, or to avoid connection to adjoining property. In general, cul-de-sacs shall not be used to provide access to development on the boundary of the development except where on the opinion of the Planning Commission a cul-de-sac is necessitated by topography, property accessibility or appropriate for land use separation. Cul-de-sacs shall not exceed 800 feet in length unless necessitated by topography or property accessibility and approved by the Planning Commission. Measurement shall be from the point where the centerline of the dead-end street intersects with the centerline of a general circulation street to the center of the turnaround of the cul-de-sac. Where one cul-de-sac extends from another cul-de-sac, the end of each cul-de-sac shall be no more than 800 feet from a general circulation street as measured by the centerline of the streets.

10.3.5 Reserve Strips, Half Streets and Private Streets

Reserve strips and non-access easements adjoining street rights-of-way for the purpose of preventing access to or from adjacent property, private streets, and half-streets shall not be permitted under any condition (except those as required by the Planning Commission to prevent to restrict access to existing or proposed arterial streets, collector streets, access to or thoroughfares).

10.3.6 Intersections

Streets shall be designed so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at an angle of less than sixty (60) degrees. Streets crossing natural areas or streams shall cross at or near to right angles as possible within limits of topographic conditions. Offset intersections are to be avoided. A minimum intersection offset of two hundred (200) feet shall be maintained. Curvilinear streets may be utilized to avoid and/or protect environmentally sensitive areas; particularly when utilizing the conservation subdivision design, and/or with the approval of TRC.

10.3.7 Blocks

Block lengths are linear measurements (measured from centerline to centerline) between intersecting streets that provide interconnectivity or alternative routes for vehicular ingress/egress. Blocks shall not be less than four hundred (400) nor more than twelve hundred (1,200) feet in length, except as the Planning Commission considers necessary to secure efficient use of land or desired features of street pattern. In blocks over eight hundred (800) feet in length the Planning Commission may require one or more public walkways of not less than ten (10) feet in width to extend entirely across the block and at locations deemed necessary. Blocks shall be wide enough to allow two (2) tiers of lots of minimum depth, except where fronting on major streets or prevented by topographical conditions or size of the property, in which case the Planning Commission will approve a single tier of lots of minimum depth.

10.3.8 Lots and Building Sites

A. Size, Shape, and Orientation.

The size, shape and orientation of lots shall be appropriate for the location of the proposed development. It is the intent of this Article that lot size, shape and orientation shall be controlled by the provisions of the UDO. Every lot shall have sufficient area, dimensions and shape to permit a principal building to be constructed thereon in conformance with the applicable provisions of the UDO.



B. Lot Building Areas.

- 1. Such building area shall lie at or be elevated to at least two (2) feet above the one hundred (100) year flood elevation as provided for in the Flood Damage Prevention Ordinance (Title 5, Chapter 2 of the City of Conway Code of Ordinances).
- 2. Lots shall be designed so as to provide positive drainage away from building sites and individual lots shall be coordinated with the general storm drainage plan for the development. Storm drains carrying water from street rights-of-way shall be placed along lot lines where practical. Lot boundaries shall be made to coincide with natural and pre-existing man-made drainage ways to the extent practical to avoid the creation of lots that can be built upon only by altering such drainage ways.
- 3. Lots shall be arranged with due consideration given to not disturbing wetlands and other such natural features. No lots shall be created / platted to contain any wetlands within major residential subdivisions.
- 4. Side lines of lots should be at or near right angles or radial to street lines.

C. Lots not intended for building purposes.

Public street access and frontage shall meet the requirements set forth in the UDO. Parcels created through the development process which are not intended for building purposes shall be designated and perpetually bound as "not buildable", unless subsequently released through the development process.

D. Street Access.

Public street access and frontage shall meet the requirements set forth in the UDO. Lots within major residential developments are to access via internal streets only. Lots accessed via an alley shall not use such alleys to serve as their required road frontage.

E. Lots with Double Frontage.

Lots with double frontage lots shall be prohibited except where required to restrict access to existing or proposed arterial or collector streets as set forth in Section 10.3.10. Otherwise, A fee-simple landscaped area shall be provided to separate the rear of the lot(s) from the adjoining roadway, as specified in Section 9.2.2, Table 9.1 (Note 5) [Amended 9-21-20 #ZA2020-09-21 (B)]

PARKS AND OPEN SPACE DEDICATION SECTION (below) OF THE UDO TO BE AMENDED SEPARATELY (amendment will be considered at the July PC Mtg.)

10.3.9 Park and Open Space Dedication

A. Park and Open Space.

The applicant of any residential development or Planned Development District shall reserve land for open space designed to serve the residents of the development and residents of the immediate neighborhood of the development. This land shall be designated for ownership and maintenance by a property owner's association.

- 1. **Passive Use Parks.** A park or area within a park is designated as passive use for activities that are engaged in by individuals or groups of nine (9) or fewer, not dependent on a delineated area designed for specific activities. Passive parks have no designated sports fields. Team sports activities are limited to areas specifically designated, such as volleyball, basketball and handball courts.
- Active Use Parks. Active parks or park areas are characterized by formal designated fields, outdoor courts (e.g. basketball, volleyball, and tennis), trails and/or outdoor amenities (e.g. skateboard park, frisbee golf).



B. Residential Subdivision Development and Planned District Development.

- 1. Each development shall provide a minimum open space area to be calculated as the number of lots and/or units in the development multiplied by the average household size according to the latest US Census multiplied by .008, considered the amount of open space required by each individual (# of lots X average household size X .008 = required open space). This shall apply to major subdivisions (five or more lots). Developers shall provide all open space during the initial phase of development, even if the subdivision is divided into future phases. Open Space improvements shall be installed prior to the recording of a final plat. [ZA2020-09-21(A)]
- 2. If more passive open space is provided than active open space, then more total open space will be required.
- 3. The open space shall be preserved as such in perpetuity.
- 4. If less than one (1) acre of open space is required for any major subdivision, the developer shall submit a fee in lieu of providing the open space as described in subsection D, herein.
- 5. Water surfaces can only be counted as 25% of required open space and may only be considered as open space if:
 - a. A size appropriate fountain is installed in the pond or lake, maintained and operated at the expense of the developer and/or HOA; or
 - b. The pond or lake is made an active amenity, by installing a dock or pier with suitability for fishing or boating.
- 6. Where major recreational facilities are to be installed by the developer, such as those containing community swimming pools or similar amenities, a letter of credit may be approved by City Council to allow the facility to be constructed after approval of the Final Plat, but no later than 50% of approved lots have been issued building permits. Should the 50% threshold be reached prior to the installation of the amenity facility, no further building permits shall be issued until the facility is constructed.

C. Park and Open Space Suitability

The land proposed for dedication shall be suitable for the intended purpose as determined by the City Council. Factors to be considered in evaluating suitability shall include but not be limited to the following:

- 1. **Unity**: The preferred land should be one parcel with a width not significantly greater than the depth. The minimum size of any individual open space parcel shall be one (1) acre, which is sufficient size for a mini park according to the National Park and Recreation Association's standards for parks. If the open space area is less than one (1) acre, then all required open space shall be provided in one (1) parcel with a width not significantly greater than the depth.
- 2. **Location**: The preferred land should be centrally located relative to the development and neighborhood.
- 3. **Accessibility**: The preferred land should have easy, direct access to the public street system and be accessible by both vehicular and pedestrian traffic.
- 4. **Usability**: The preferred land should be usable for active recreation facilities and/or passive open space.
- 5. **Connectivity**: Open space should be located, if possible, to take advantage of other existing or planned open space, trails, sidewalks, recreational amenities, or bike paths within the immediate area.
- 6. **Conformity**: The open space should complement and meet the objectives of the City of Conway Greenway Plan and the Recreation & Open Space Element goals of the Comprehensive Plan.
- 7. The Planning Commission may accept as suitable any land which meets an entirely different set of criteria when in its opinion such land meets the purpose of this section in providing for the particular circumstances and needs of the development and neighborhood.



- 1. As part of the review of a subdivision or residential development plan, the Planning Commission may recommend to City Council that the applicant make a payment in lieu of all or part of the required open space dedication whereby the City may acquire or improve recreational park and open space area(s) to serve the development or developments in the City or upon finding that the recreational needs of the proposed development can be met by other park, greenway, or recreational facilities planned or constructed by the City or County.
- 2. As part of an application for review of a subdivision or residential development plan, the subdivider or applicant may request to pay the fee in lieu of open space dedication. If the Planning Commission supports the request to pay the fee in lieu of open space dedication, that request to pay the fee in lieu of open space dedication shall be forwarded to City Council for review and a final decision. If the Planning Commission does not support the request to pay the fee in lieu of open space dedication, the subdivider or applicant shall include the actual area of required open space in the development.
- 3. As part of the review of a request to rezone to a Planned Development district, the Planning Commission may recommend to City Council that the applicant make a payment in lieu of all or part of the required open space dedication whereby the City may acquire or improve recreational park and open space area(s) to serve the development or developments in the City or upon finding that the recreational needs of the proposed development can be met by other park, greenway, or recreational facilities planned or constructed by the City or County. The subdivider or applicant may request to pay the fee in lieu of open space dedication. The Planning Commission shall forward its recommendation regarding payment of the fee in lieu of open space to City Council for review and a final decision. City Council reserves the right to require a minimum amount of open space for any planned district that meets the criteria outlined in Section 10.3.9.C.

E. Appraisal Requirements

- 1. Any subdivider or applicant wishing to make a payment in lieu of open space dedication shall attach to the application for preliminary plat approval, preliminary plan approval, or the rezoning application for a planned development district, a letter requesting the payment of fees in lieu of open space dedication.
- 2. Where payment of the fee in lieu of dedication of open space is proposed as permitted by this ordinance, the subdivider or applicant shall provide to the City, at the subdivider or applicant's expense, a satisfactory current written appraisal of the market value of the land to be annexed, zoned, platted, or developed, as if the subdivision, residential development, rezoning or Planned Development district has been completed according to the plans submitted. The value determined will be divided by the total area in the subdivision or development and multiplied by the open space area required to determine the necessary fee.
- 3. Each appraisal shall be performed by a South Carolina licensed real estate appraiser.
- 4. The Planning Commission may, at its discretion, accept other documentation evidencing the market value of the proposed subdivision or development which in the opinion of the Planning Commission, reasonably estimates the land values as outlined above.
- 5. Even if not required by the Planning Commission, City Council may require an appraisal performed by a South Carolina licensed real estate appraiser in order to accept a fee in lieu of open space. City Council also reserves the right to, at the City's expense, obtain an additional appraisal of the property to assist in determining the market value of the proposed subdivision or development.
- 6. The appraisals and/or documentation of the land's market value, along with other evidence that, in City Council's opinion, aids in the determination of market value, may be used in the determination of the amount of payment in lieu of open space dedication permitted by this section.



7. The fee in lieu of open space dedication shall be paid prior to recording any lot(s) in the subdivision, granting any permits for development or any permits for a Planned Development district to which the fees relate. The fee in lieu of open space compensation for the entire development, regardless of the number of proposed phases, shall be made prior to the recording of lots or the issuance of permits for first phase of development.

F. Exemptions from Park and Open Space Dedication

- 1. Minor subdivisions or minor developments as defined in this Section are exempt from the open space requirements.
- 2. If a parent tract has undergone five (5) or more parcel splits, meeting the definition of a major subdivision, any additional splits from the tract are considered major development and subject to the requirements of a major development, including open space dedication. A parent tract is defined as the original lot, parcel, or tract of land, as established in the Horry County Assessor's records, from which the proposed subdivided lot(s) will be split from. For the purposes of determining minor or major development status, a parent tract is reviewed to determine the total number of parcel splits within a 10-year period. [Amended 4/4/16]
- Once a subdivision or developments actions classifies a parcel status as a major subdivision/development, any subsequent development is considered an expansion of that major subdivision/development.
- G. All major subdivisions and other developments with common areas shall form a Homeowners or Property Owners Association whom who shall perpetually maintain all open space, detention ponds, amenities, landscape areas and other commonly owned facilities. [Amended 9-21-20 #ZA2020-09-21 (B)]

10.3.10 Restriction of Access RESERVED.

Where a development abuts or contains an existing or proposed arterial, the Planning Commission may require marginal access streets or through lots with screen planting. In some instances, the Planning Commission may require a no-access, planting screen easement of at least ten (10) feet, across which there shall be no right of access along the line of lots abutting a traffic artery or other disadvantageous use. Screen planting and landscaping shall be determined under Article 9, Landscaping and Buffering.

10.3.11 Construction in Public Right-of-Way and Easements

The design and construction of any facilities, whether required or provided, within public rights-of-way and easements, shall be in accordance with design standards (Article 6) and eonstruction land development standards (Article 10). Design of all facilities must meet standards of appropriate governing agencies.

A. Except as otherwise specified throughout the UDO, no structures are permitted to be constructed and/or located within a public drainage easement owned and maintained by the City of Conway.

10.3.12 Subdivision Street Design

See Article Section 7.1.4 and Section 10.9 for detailed design standards for residential streets.

10.3.13 Storm Drainage in Streets

All streets must be so designed as to provide for the discharge of surface water from the right-of-way of all streets. Street drainage facilities shall be designed in accordance with the City of Conway's Storm Drainage Facilities Ordinance and applicable State of South Carolina storm drainage requirements. The design of storm drainage systems and plans, including calculations, shall clearly indicate the easements and dedicated areas required for the construction and maintenance of the drainage system.



10.3.14 Utility Easements

To provide for electric, telephone and gas service, community antenna television distribution systems, water and sewer lines and other such facilities within the development, appropriate utility easements not to exceed thirty (30) feet shall be provided on the final plat. The locations of such easements shall be based upon the approved construction plans. All utilities shall be placed underground. The applicant shall be responsible for incorporating the design of all utilities and services into the easement and construction design.

10.3.15 Development Entrance Markers and Landscaped Medians

The Planning Commission may permit development entrance markers and landscaped medians within the public right-of-way subject to the following conditions and any additional conditions the Planning Commission may find to be appropriate in the individual circumstance:

- A. The City will not be responsible for maintenance.
- B. An entity responsible for maintenance shall be created.
- C. No such improvements shall interfere with sight distance or with normal maintenance requirements or otherwise pose a hazard to vehicular, bicycle, or pedestrian traffic.
- D. In the event of loss, damage or lack of maintenance, the City may remove all improvements and maintain the area in accordance with City standards.
- E. A minimum twenty-four (24) foot entrance lane into the subdivision is provided. If a landscaped median is at the entrance of a subdivision, each travel lane must be at least twelve (12) feet in width.
- F. Signage must meet the requirements of Article 11, Signage, Section 11.4.11. [ZA2021-08-16(C)]

10.3.16 Water and Sewer

All developments shall be designed to provide City of Conway or Grand Strand Water and Sewer Authority water and sewer. Water and sewer systems shall be designed in accordance with City standards. The applicant shall be responsible for obtaining all necessary permits and approvals.

10.3.17 Wastewater Pump Facilities

A dedicated piece of land or parcel shall be required for the location of a wastewater pump/lift station within a new subdivision development. The following requirements shall determine the site design, screening, and landscaping of wastewater facilities where wastewater pump is required upon approval by Technical Review Committee.

A. Site Design Requirements

- 1. A minimum twenty-five (25) fifty (50) feet X fifty (50) feet area (2,500 square feet) shall be provided for a wastewater pump / lift station.
- 2. A wastewater lift station shall be sited **contained** in an open space/buffer area or community greenspace, to the rear of residential properties.
- 3. The wastewater lift station shall not be designed in line of the sight of residential homes; except as otherwise approved by the Technical Review Committee (TRC).
- 4. A fifty (50) feet **landscape** buffer shall be provided between the exterior property line and the wastewater pump facility, **located on property owned and maintained by the HOA/POA**.
- 5. A dedicated thirty (30) feet easement (paved or gravel) driveway shall be provided to allow access for service vehicles to the wastewater pump site. Access easements en across residential properties parcels shall not be allowed prohibited.



B. Perimeter Fence and Gates

- 1. All wastewater lift stations must have a minimum six (6) feet high perimeter fence surrounding the lift station site designed to discourage unauthorized access.
- 2. A three (3) feet wide gate as well as double 8-foot-wide (16-foot total) swinging gates shall be provided for access to the site.
- 3. A sixteen (16) feet sliding gate may be allowed in lieu of the swinging gates if circumstances warrant.
- 4. All gates must be capable of achieving full open position, including sliding gates.

C. Landscaping

- 1. All wastewater station sites shall be screened as appropriate for the surrounding subdivision development.
- 2. Landscape design and materials shall meet the same requirements for landscaping as required by the conditions of approval for the project.
- 3. Flowering plants shall be used for landscaping along the exterior perimeter of the facility.
- 4. Landscaping shall not be done within the site but shall surround the perimeter of the site, or as required by the Conway Planning Department Technical Review Committee (TRC).
- 5. The upkeep and perpetual maintenance of the landscaping shall be the responsibility of the HOA/POA.
- 6. Variations to the minimum requirements may be allowed with the approval of the Planning Director.

10.3.18 Subdivision Naming

All subdivision names must be reviewed and adopted by the Conway City Council.

10.3.19 Street Names

Proposed streets which are in alignment with existing and already named streets shall bear the names of existing streets. In no case shall the name for proposed streets duplicate or be phonetically similar to existing street names, irrespective of the use of suffix, street, avenue, boulevard, driveway, place, or court. The Technical Review Committee shall review proposed street names before going to Planning Commission. Planning Commission shall have the authority to name all streets. Street signs shall be provided by the applicant before the roads and right of way are dedicated to the City of Conway.

10.3.20 Street Addresses

- A. All buildings, residences, and other structures located within the city shall be assigned a number in accordance with the following provisions:
 - 1. On streets running north and south, all street address numbers shall be even on the east side and odd on the west side.
 - 2. On streets running east and west, all street address numbers shall be even on the north side and odd on the south side.
 - 3. Street address numbers shall be assigned by the building inspector or his **their** agent. No Certificate of Occupancy shall be issued without addresses being placed on the structure where appropriate.
 - 4. Except as otherwise approved by TRC, street numbers shall be installed on the building façade determined as being the 'front' of the building, residence, or other structure.



- B. No building shall be assigned more than one number. A building with more than one entrance serving separate occupants shall be assigned only one number, and in addition to such number a letter designation such as A, B, C, shall be assigned to each principal entrance serving an occupant.
- C. When multiple buildings on a single lot have a limited amount of frontage and sufficient numbers are not available, then all such buildings at that location will be assigned the same number and each such building will carry a letter designation as A, B, C, in addition to the assigned number.
- D. The cost of the numbers shall be paid for by the property owner. Residential numbers used shall not be less than three (3) inches in height and business numbers shall not be less than four (4) inches in height. These numbers shall be made of a durable and clearly visible material and shall be in a contrasting color from the background.
- E. The numbers shall be conspicuously placed immediately above, on or at the side of the proper door of each building so that the number can be seen plainly from the street line. Whenever any building is situated more than fifty (50) feet from the street line, the number must be placed near the walk, driveway or common entrance to such building and upon a mailbox, gatepost, fence, post, or other appropriate place so as to be easily discernible from the street line.
- F. For the purpose of facilitating correct numbering, a map book of all streets, avenues, and public ways within the City of Conway showing the proper numbers of all houses or other buildings fronting upon all streets, avenues, or public ways shall be kept on file by the Planning Department. The map book shall be open to inspection of all persons during the normal office hours of the Planning Department.



Section 10.4 (below) will be brought to Planning Commission as a separate amendment for consideration at a later date.

Section 10.4 – Conservation Subdivisions

10.4.1 General Requirements for Conservation Subdivisions

It is the purpose of this section to provide flexibility in ensuring preservation of open space within a new residential development. A conservation subdivision design preserves open space while maintaining the prorated density of residential units for the overall site area. Natural density is achieved by allowing smaller individual owned residential lots in neighborhoods that include or are adjacent to aesthetically and ecologically important areas. The goal of the design process is to identify and set aside conservation areas prior to the delineation of transportation and residential pod layouts. Open space areas include wetlands, stream buffer zones, woodlands, farmlands, playing fields, and meadows, depending on the resources of the land.

The purpose of conservation subdivisions is below.

- 1. Preserve significant areas of land for ecological, recreational, and agricultural purposes in perpetuity.
- 2. Afford greater flexibility of design and placement of buildings and structures.
- 3. Preserve and protect exceptional terrain, natural beauty, or sites of historic interest.
- 4. Preserve the Waccamaw River and its streams and tributaries as natural resources.
- 5. Prevent flooding, erosion, and water pollution, and protect the quality and quantity of drinking water.
- 6. Preserve wetlands, aquifers, topographical or soil features, marine and wildlife habitat; and other features having conservation values, including views, vistas, and indigenous vegetation.
- 7. Promote interconnected greenways and corridors throughout the city.
- 8. Promote contiguous open space with adjacent jurisdictions.

A. Applicability

In order to achieve these purposes, Conservation Subdivisions are permitted by-right in the R, CP, RR, RA, R-1, and R-2 zoning districts. Applicants utilizing the Conservation Subdivision design regulations shall comply with all other provisions of the Conway Unified Development Ordinance and all other applicable laws, except those that are incompatible with the provisions contained herein. [Amended 12/17/18#ZA2018-12-17(A)];

[Amended 6/15/20 #ZA2020-06-15 (D)]

B. General Requirements

1. Ownership of Development Site

The tract of land to be subdivided may be held in single ownership, separate ownership, or in multiple ownership. If held in multiple ownership, however, the site shall be developed according to a single plan with common authority and common responsibility.

2. Housing Density Calculation

The maximum number of lots in a Conservation Subdivision shall be determined by the Yield Plan method. The maximum number of lots is based on a conventional subdivision design plan, prepared by the developer and/or property owner, in which the tract of land is subdivided in a manner intended to yield the highest number of by-right lots possible. The plan does not have to meet formal requirements for a site design plan, but the design must be capable of being constructed given site features and all applicable design standards.

The following shall not be included in the net buildable acreage of the involved land parcel:

a. Floodways, identified with "AF" on the latest FEMA floodplain map for Horry County.



- b. Perennial and intermittent watercourses as well as bodies of open water over five thousand (5,000) square feet contiguous area.
- c. Jurisdictional Wetlands that meet the definition of the U.S. Army Corps of Engineers (USACE) pursuant to the Federal Clean Water Act.
- d. Existing and proposed rights-of-way for roads, utilities and other basic infrastructure needs or a simple factor of 20% of gross acreage to account for these rights-of-way in the conventional design yield plan.

3. Maximum Density Determination.

In no case shall the overall development density of any Conservation Subdivision exceed a factor of 1.6 of the by-right development density as determinable by the underlying zoning.

4. Basic Development Standards.

In order to attain the maximum density ratio in accordance to underlying zoning as established through the Yield Plan method, the Conservation Subdivision is based on the idea of accommodating its dwelling units into cohesive neighborhoods forming a village neighborhood atmosphere, whether in single or multiple villages. The increased density in these neighborhood villages shall not visibly intrude into the character of the surrounding area nor shall the overall development negatively impact sensitive environmental areas.

C. Development Incentives

1. Riparian Corridor Buffers.

Developers and/or property owners pursuing to develop a Conservation Subdivision shall provide a natural protection buffer of a minimum of thirty (30) feet along or around rivers, wetlands and/or other water features. See additional information in Section 9.6.2 for requirements of buffer widths.

The City of Conway will grant an incentive for providing a mandatory protective buffer area with a width of thirty (30) feet or greater. One (1) additional dwelling unit per one (1) acre of provided buffer area.

Development credits under this incentive shall not be allowed for any wetland buffers required as compensatory mitigation pursuant to a Clean Water Act, Section 404 permit issued by the U.S. Army Corps of Engineers for wetland impacts.

All River and Wetland Protection Buffers shall be shown and labeled on the engineering plans, preliminary, and final (bonded) plats. In addition, boundary marker signs shall be visibly posted to show that no disturbances to the existing vegetation are allowed within the buffer areas.

2. Trails and Open Space Connectivity.

The provision of open space and multi-use trail interconnectivity in between the proposed residential neighborhood(s) and/or adjacent communities and/or adjacent parks and other publically accessible green spaces, should these exist.

Incentive: Reduction in required side yard setback to zero (0) feet to allow for zero-lot developments.

3. Additional Provision of Open Space.

A density bonus will be provided for additional acreage of natural open space area above the mandatory 30% of net buildable area.

Incentive: One (1) additional dwelling unit for every one (1) acre of additionally provided open space area greater than the required 30% of open space shall be granted.



Development credit shall not be allowed under this incentive in cases where the provision of additional river and wetland protection buffer area up to 100 ft. may exceed the mandatory 30% Open Space Area.

4. Low Impact Development Practices (L.I.D.).

Incentive: One (1) additional dwelling unit per one (1) acre of impervious area of locally treated stormwater runoff (through such features as rain gardens, green roofs, bioretention swales, constructed wetlands, etc.). All proposed L.I.D. features shall be illustrated on the developer's and/or property owner's plat.

5. Native Landscaping / Xeriscaping.

Landscaping by the use of either indigenous or other recommended plants that are better suitable to the local soil, topographic, climatic and hydrological conditions of Conway and which greatly reduce irrigation demands. Please refer to Article 9 for a complete list of native trees, shrubs, grasses and perennials that shall be exclusively used in native landscaping.

Incentive: Two (2) additional dwelling units per one (1) acre of natively landscaped area, including the utilization of rain harvesting and/or water recycling for irrigation. Article 9 of the UDO and the City of Conway Tree Preservation Ordinance shall be adhered to.

6. Energy and Water Efficiency/Sustainable Construction Certification.

There are many regional, national and international environmental ratings and certifications that have established sustainability and efficiency standards for buildings, site design and products. The main goal of this incentive is to reward implementation of the latest energy and water efficiency as well as sustainable building standards that will reduce the overall need for heating and cooling as well as water use. This can be achieved actively by installing innovative heating and cooling systems (e.g. geothermal, photovoltaic, solar panels), by improving insulation to a point where heating or cooling losses can be reduced to a minimum (zero) as well as by the installation of efficient plumbing fixtures, appliances, etc.

Incentive: Developer and/or property owner is eligible to a five (5) feet increase in allowable maximum height of buildings. The allowed height of structures shall not exceed forty-five (45) feet. This height incentive only applies, if builder or developer and/or property owner can prove implementation of the latest energy and water efficiency standards in compliance with the South Carolina Energy Office's Energy Efficient Construction Program (Green Home Program) in all proposed dwelling units by an endorsement letter from either aforementioned or any other accredited agency.



OVERVIEW OF AVAILABLE INCENTIVES FOR CONSERVATION SUBDIVISIONS

Development Provision	Description	Development Credit
River/Wetland Protection Buffers	Minimum buffer width of 30-ft.	One (1) additional dwelling unit per one (1) acre of provided mandatory buffer area.
Trails and Open Space Connectivity	Provision of multi-use trails and greenways that connect with existing ones to create network.	Reduction in required side yard setback to zero (0) feet to allow zero-lot developments.
Additional Open Space	Provision of additional natural open space above required percentage (30% of net buildable area)	One (1) additional dwelling unit per every one (1) acre of additionally preserved open space.
Low-Impact Development	Incorporation of site-specific stormwater treatment and water conservation practices (e.g. through constructed wetlands, raingardens, bioswales, cisterns)	One (1) additional dwelling unit per one (1) acre of impervious area of locally treated stormwater runoff.
Sustainable Landscaping/Xeriscaping	Planting of native trees, shrubs, and perennials in proposed landscaping to conserve water, reduce maintenance, and offer micro wildlife habitat	Two (2) additional dwelling units per (1) acre of native landscaped area including rainwater reuse or other water recycling system
Energy Efficient and Sustainable Design Features	Implementation of state-of-the-art energy efficiency and sustainable building standards (alternative heating and cooling; insulation standards; orientation) as endorsed by S.C. Energy Office (Green Building Programs)	Five (5) feet increase in maximum building height (total 45 feet) for implementation of latest Energy Building Codes (SC Energy Office)

D. Use Regulations

Land planned as a Conservation Subdivision may be used for the following purposes:

- 1. Single Family detached dwellings;
- 2. Single Family attached dwellings;
- 3. Conservation Areas (see Section G below);

The following non-residential use in accordance with standards specified in this Article:

- 1. Agricultural uses, including horticultural, wholesale nurseries, and the raising of crops, and building related to the same.
- 2. Woodlots, woodland preserve, game preserve, wildlife sanctuary, or other similar conservation use.
- 3. Municipal or public uses; public park or recreation area owned and operated by a public or private non-profit agency; governmental or public utility building or use; not to include business facilities, storage of materials, trucking or repair facilities, the housing of repair crews, private or municipal sanitary landfills.
- 4. Accessory uses shall be permitted on the same lot with and customarily incidental to any permitted use and not conducted as an independent principal use.



E. Conservation Subdivision Dimensional Requirements

Dimensional Requirements	
Minimum Tract Size	20 acres
Minimum Lot Size	6,000 square feet
Minimum Front Yard	20 feet
Setback	20 1661
Minimum Side Yard Setback	10 feet
Minimum Side Yard	
Setback, fronts on Local	20 feet
Street or Arterial	
Minimum Rear Yard	15 feet
Setback	13 1001
Minimum Lot Width	60 feet
Maximum Height of	40 feet
Structure	40 1661
Minimum Access to Open	20 feet
Space	20 1661
Minimum Open Space	30% of Net Buildable Area
Required	50% of Net bolldable Area
Maximum Development	Factor of 1.6 based on by-right
Density	develop capacity.

- 1. All new dwellings shall meet the following building setback requirements from roads or other uses:
 - a. From all external roads right of way: 100 feet
 - b. From all other tract boundaries: 75 feet
 - c. From all cropland or pasture land: 100 feet
 - d. From buildings or barnyards housing livestock: per Horry County Health Department requirements.
 - e. From active recreation areas, such as courts or ball fields (not including playgrounds, tot lots or open multi-purpose fields): 150 feet.
 - i. Views of house lots from exterior road and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping that meets landscaping requirements of the UDO.
 - ii. House lots shall generally be accessed from interior streets rather than from roads bordering the tract.
 - iii. At least three quarters (3/4 or 75%) of the lots should directly face, abut or be across the street from conservation land.

F. Design Options.

- 1. Single Neighborhood Design. The lots are located within one (1) neighborhood on the subject property surrounded by the open space area. Adequate open space access from all sides of the developed portion shall be provided, e.g. through walking paths, cycling/hiking trails, or boardwalks. Also, a one hundred (100) feet undisturbed vegetative buffer shall be provided and protected along all exterior streets (not to prohibit access to the site), and a fifty (50) feet undisturbed vegetative buffer shall be provided and protected along the perimeter of the entire property where a single neighborhood design is utilized.
- 2. Multiple Neighborhood Design. The subject property is divided into multiple neighborhoods connected by the open space areas. Adequate open space access shall be provided for. In



addition to a one-hundred-foot (100-ft) undisturbed vegetative buffer along all exterior streets as well as a fifty-foot (50-ft) undisturbed vegetative buffer along the entire perimeter of the property, a twenty (20) feet undisturbed vegetative buffer shall be provided and protected in between neighborhoods, where a multiple neighborhood design is utilized.

All required buffer areas shall be visibly posted by the developer and/or property owner as restricted common open space areas. House lots shall not encroach upon Primary Conservation Areas, and their layout shall respect Secondary Conservation Areas, as described herein.

G. Open Space.

Open space is defined as the undeveloped land resulting from reductions in the minimum size of lots set aside as permanently protected land which may be for common use by the residents of the subdivision, or other uses as permitted in this UDO. Activities within the open space are restricted in perpetuity through the use of an approved Open Space Management Plan and an instrument of permanent protection.

A minimum of 30% of the net buildable area of the subject property shall be left undeveloped and shall be used for both conservation of the natural environment and human recreation.

H. Primary Conservation Areas.

Primary Conservation Areas are the most sensitive environmental areas and shall form the core of the open space to be protected in the city. Primary Conservation Areas shall be permanently protected through the thoughtful design and protection instruments outlined in this section. The total area of land identified as Primary Conservation Areas shall be conserved and protected to the maximum amount and extent physically possible.

The following lands are considered to constitute lands that serve important ecological purposes and possess beneficial environmental qualities contributing to the health of the local community.

The following are considered Primary Conservation Areas:

- 1. The 100-year floodplain.
- 2. Riparian zones of at least thirty (30) feet width on either side along all perennial and intermittent streams.
- 3. Riparian zones of at least one hundred (150) feet width on either side of the Waccamaw River.
- 4. Slopes above 35% of at least five thousand (5,000) square feet contiguous area.
- 5. Wetlands that meet the definition used by state and/or federal regulations.
- 6. Populations of endangered or threatened species, or habitat for such species.

Secondary Conservation Areas.

Secondary Conservation areas are those areas within a property which contain other intrinsic qualities of value to the community. Secondary Conservation Areas are valued as supplemental area to the total conservation area of a conservation subdivision. Secondary Conservation Areas to be protected to the maximum extent possible after all identified Primary Conservation Areas have been protected.

The following are considered Secondary Conservation Areas and should be protected to the maximum extent feasible:

- 1. Important historic sites subject to approval indicating that these structures are compatible with the UDO.
- 2. Existing healthy, native forests of at least one-acre contiguous area.
- 3. Individual existing healthy trees greater than fourteen (14) inches d.b.h.
- 4. Other significant natural features and scenic view sheds such as ridge lines, peaks and rock outcroppings, particularly those that can be seen from public roads.



- 5. Prime agricultural lands of at least five acres' contiguous area.
- 6. Existing trails that connect the tract to neighboring areas.
- 7. Above-ground utility rights-of-way and small areas of impervious surface may be included within the protected Open Space but cannot be counted towards the 30% minimum area requirement (exception: historic structures and existing trails may be counted). Large areas of impervious surface shall be excluded from the Open Space.

J. General Recommendations for Conservation Areas

- 1. Conservation areas should include the most sensitive resources areas of a property.
- 2. Fragmentation of conservation land should be minimized so that resource areas are not divided into numerous small parcels located in various parts of the development.
- 3. Conservation areas should be designed as a part of larger continuous and integrated Open Space.
- 4. The Conservation Areas (Primary and Secondary) shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the Conservation Areas.

K. Permitted Uses of Open Space.

Open Space may include the following:

- 1. Conservation of natural, archeological or historical resources;
- 2. Meadows, woodlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
- 3. Walking or bicycle trails, provided they are constructed of permeable materials;
- 4. Passive recreation areas, such as open fields;
- 5. Landscaped stormwater management facilities, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses. Such facilities shall be located outside of Primary Conservation Areas;
- 6. Easements for drainage, access, and underground utility lines.
- 7. Other conservation-oriented uses that are compatible with the purposes of this ordinance.
- 8. Wetlands (Existing wetlands, as defined by a wetland delineation at the time of development, shall apply towards Open Space requirements across the entire tract at issue within the project as a whole, regardless of how such tract is subdivided in land or ownership). [Amended 6/15/20 #ZA2020-06-15 (D)]

L. Prohibited Uses of Open Space.

Uses of open space may not include the following activities or uses.

- 1. Roads, parking lots and impervious surfaces, except as specifically authorized in the previous sections
- 2. Agricultural and forestry activities not conducted according to accepted Best Management Practices.
- 3. Golf Courses.
- 4. Other activities as determined by the Applicant and recorded on the legal instrument providing for permanent protection.

M. Ownership and Management of Open Space.

- 1. Ownership of Open Space. Open space may be owned by the Homeowners Association or dedicated to the City of Conway.
- 2. <u>Management Plan</u>. An applicant shall submit an Open Space Management Plan that includes the following:



- Allocates responsibility and guidelines for the maintenance and operation of the Open Space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
- Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the Open Space and outlines the means by which such funding will be obtained or provided;
- c. Provides that any changes to the Open Space Management Plan be approved by the Planning Commission; and
- d. Provides for enforcement of the Open Space Management Plan.
- 3. In the event the party responsible for maintenance of the Open Space fails to maintain all or any portion in reasonable order and condition, the City of Conway may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the Homeowners Association or to the individual property owners that make up the Homeowners Association and may include administrative costs and penalties to be determined by the HOA. Such costs shall become a lien on all subdivision properties.

N. Application Requirements

1. <u>Site Analysis Map Required</u>.

Concurrent with the submission of a site concept plan, the applicant shall prepare and submit a site analysis map. The purpose of the site analysis map is to ensure that the important site features have been adequately identified prior to the creation of the site design, and that the proposed Open Space will meet the requirements of this article. The preliminary site plan shall include the following features:

- a. Property boundaries;
- b. All streams, rivers, lakes, wetlands and other hydrologic features;
- c. Topographic contours of no less than 10-foot intervals;
- d. All Primary and Secondary Conservation Areas labeled by type, as described in this section
- e. General vegetation characteristics;
- f. General soil types;
- g. The planned location of protected Open Space;
- h. Existing roads and structures;
- i. Potential connections with existing open space and trails.
- 2. Open Space Management Plan Required.

An open space management plan, as described in this Article, shall be prepared and submitted prior to the issuance of a land disturbance permit.

3. Instrument of Permanent Protection Required.

An instrument of permanent protection, such as a conservation easement or permanent restrictive covenant, shall be placed on the Open Space concurrent with the issuance of a land disturbance permit.

4. Final Recorded Plat.

Sustainable design and energy-efficient features chosen within the Conservation Subdivision shall be noted on the bonded final plat to be recorded.

5. Other Requirements.

The Applicant shall adhere to all other applicable requirements of the underlying zoning district in the City of Conway Unified Development Ordinance.



O. Legal Instrument for Permanent Protection.

- 1. The open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed and submitted to Horry County.
 - a. The instrument shall be a permanent conservation easement:
 - i. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions, or;
 - ii. A governmental entity with an interest in pursuing goals compatible with the purposes of this ordinance. If the entity accepting the easement is not in the City of Conway, then a third right of enforcement favoring the City of Conway shall be included in the easement.
 - b. A permanent restrictive covenant for conservation purposes in favor of a governmental entity.
 - c. An equivalent legal tool that provides permanent protection, if approved by the City of Conway.
- 2. The instrument for permanent protection shall include clear restrictions on the use of the Open Space. These restrictions shall include all restrictions contained in this article, as well as any further restrictions the Applicant chooses to place on the use of the Open Space.
- 3. Once a legal instrument for permanent protection has been placed upon the Open Space, the Horry County Tax Assessor's office shall be directed to reassess the Open Space at a lower value to reflect its more limited use. If the open space is used purely for passive recreational purposes and the terms of the instrument for permanent protection effectively prohibit any type of significant economic activity, then the assessment should be at a value of zero.



Section 10.5 - Required Improvements

10.5.1 General

- All required improvements set forth in this section shall be installed or constructed by the applicant at no cost to the City of Conway except as may otherwise be specifically provided. Required improvements under this section shall not be installed or constructed until required construction plans have been approved by the Planning Director and an order to proceed has been issued. The City of Conway may, in order to serve future development, require the applicant to install sidewalks beyond the property line to connect to existing sidewalks, certain oversized improvements, and to increase such improvements to a size and/or extent beyond that necessary for the needs created by the applicant. In such cases, the City of Conway shall enter into an agreement to reimburse the applicant for the over sizing and/or extension based upon rates as agreed to by the City of Conway.
- B. Development may be designated to be constructed and platted in phases. Provided, however, the Planning Director may not approve a phasing plan when in his their opinion such phasing will not provide for adequate public facilities to support any such phase or phases independent of the overall development plan. In approving phases, the Planning Director may require that additional streets, water and sewer facilities or other required public facilities be constructed as part of the phase or phases in order to ensure that sufficient public facilities will be in place to support such phase(s) independent of any future development.
- C. In cases where there is no dedicated construction access and city streets will serve as the construction access, the Planning Director is authorized to require an applicant to have a financial surety for existing roadways and other required improvements (e.g. stormwater detention, sidewalks) for the duration of the construction. The bonding amount and procedure will follow the process outlined in Section 10.5, Guarantee of Required Improvements.

10.5.2 Street Improvements

All proposed streets shall be graded to the full width of the right-of-way and improved with a pavement width and standard curb and gutter and storm drainage section as required for the particular classification of street. All grading, pavement and curb and gutter shall be designed and installed in accordance with City of Conway standards and the approved construction plan. Where bridges are required, such shall be installed to fit the cross-section of the street classification. In addition, street paving and curb and gutter and storm drainage, in accordance with the above conditions, shall be installed in the following situations:

- Any existing street segment that has not been accepted for maintenance by either the City of Conway, Horry County or the South Carolina Department of Transportation, and that is to serve as the required frontage for one or more lots created pursuant to these regulations, shall be improved and dedicated to the public, as provided for above, in such a way that the street segment meets the standards of these regulations for the particular classification of street, including right-of-way width. Such street segment shall be directly connected to the existing public street system by way of at least one public street accepted for maintenance by either the City of Conway, Horry County or the South Carolina Department of Transportation. No development shall be permitted on any street that is an "island" not connected directly to the public street system.
- **B.** Where a development fronts on any existing street segment maintained by either the City, Horry County or the South Carolina Department of Transportation and the street does not meet the minimum standards of these regulations for the classification of such street, the applicant shall dedicate additional right-of-



way to meet the minimum street width standard for that street classification including bicycle and pedestrian facilities. The entire right-of-way shall be provided where any part of the development is on both sides of the existing street. When the development adjoins only one side of an existing street, one-half of the minimum right-of-way shall be provided, measured from the centerline of the street.

- C. Where a development fronts on any existing street segment maintained by either the City, Horry County or the South Carolina Department of Transportation and a sidewalk does not exist in the right-of-way, the applicant shall construct a sidewalk to meet the minimum standards for that street classification.
- D. The Planning Commission may require pavement and widening or pavement and widening and curb and gutter and storm drainage for turning lanes along any existing or proposed street that forms a significant entrance to a proposed development where in the opinion of the Planning Commission such improvements are necessary in order to provide for safe vehicular movement into and out of the proposed development.
- E. Where a street is stubbed into adjoining property for future extension and such streets serves as the frontage for one or more lots which are not corner lots, the Planning Commission may require the pavement of a temporary turn-around in a form similar to a cul-de-sac on such street where in the Planning Commission's opinion such turn-around is necessary for the public convenience, safety and service.

10.5.3 Public Water

The public water system shall be extended throughout the development and to each lot located therein. All required water line extensions shall include appropriate valves, hydrant taps and service to the property line of each lot as required by City standards. Water lines shall be extended across the property line of the development to the public right of way, allowing for future development to connect to the water lines and to allow for future improvements, such as looping the system. [ZA2020-09-21(A)]

10.5.4 Public Sewer

The public sewer system shall be extended throughout the development and to each lot located therein. All required sewer line extensions shall include appropriate manholes, lift stations, pumps, clean outs, taps and service to the property line of each lot as required by City standards. Sewer lines shall be extended across the property line of the development to the public right of way, allowing for future development to connect to the sewer system and to allow for future improvements. [ZA2020-09-21(A)]

10.5.5 Sidewalks

Sidewalks constructed to City standards stated in Article 7 shall be installed on both sides of all new streets created by the new subdivision development. This requirement does not apply to those single-family residential developments where the average lot size is one (1.0) acre or greater.

10.5.6 Street Name Signs

Standard street name signs shall be installed prior to the recording of a Final Plat. Street name signs shall be installed at all intersections in accordance with City Standards. The applicant may, however, with the approval of the Planning Public Works Director, install a different street name sign type at no cost to the City. The Planning Public Works Director shall approve the design and material of such signs. In such case, the applicant or his their successors or assignees shall be responsible for replacing such signs in instances of loss, damage or deterioration;



otherwise, the City will replace such signs with its standard sign. The developer or HOA/POA shall reimburse the City for the expense of such replacement. [Amended 9-21-20 #ZA2020-09-21 (B)]

10.5.7 Traffic Control Signs, Signals, and Markings

Traffic control signs, signals, and markings shall be installed in accordance with City or South Carolina Department of Transportation standards and specifications, as the case may require. Before a Final Plat is approved, signal and traffic control signs must be installed and operational.

10.5.8 Street Lights

Street lights within the City are installed to provide security for the pedestrian and vehicular safety. The applicant shall install street lights at appropriate locations in accordance with City standards and specifications. All wiring shall be underground.

- A. Street lights are required to be installed with the following specifications, per the City's street light policy (adopted 3/28/94):
 - 1. Install at intersections,
 - 2. When intersections are less than 150 feet apart, one light should serve both intersections; however, it may need to be of greater intensity to provide sufficient light,
 - 3. Install at sharp curves in streets,
 - 4. Install at dead ends of streets,
 - 5. Install at cul-de-sacs,
 - 6. Install at 400-foot intervals on streets where blocks exceed 800 feet in length,
 - 7. In high crime areas and business districts, shorter intervals and higher intensities shall be provided,
 - 8. In general, 4-lane streets should have 50,000 lumen, 400-watt HPS fixtures; collector streets should have 27,500 lumen, 250-watt HPS fixtures; and residential streets should have 15,000 lumen, 150-watt fixtures.
- **B.** Cost estimates for monthly rates of Santee Cooper Roadway Lights:

Santee Cooper Roadway Lights	Per Month Cost	
16,000 lumens 150-watt HPS \$7.18 Cobra head fixture		
27,500 lumens 250-watt HPS	\$9.86 Cobra head fixture	
50,000 lumens 400-watt HPS \$13.75 Cobra head fixture		
An additional charge of \$4.40 for a 30-ft pole will be added to the fixture cost when applicable, per month		

10.5.9 Storm Drainage Not in Public Streets

The applicant shall install such storm drainage facilities to handle storm drainage not in public streets in accordance with the Stormwater Management and Sediment Control Ordinance (Title 3, Chapter 6 of the City's Code of Ordinances) and as shown on the approved construction plan.

10.5.10 Monuments and Markers

The applicant shall install such property monuments and markers as are required by law and the standards of practice for land surveying in South Carolina.

10.5.11 Other Utilities and Services

The installation of utilities or services must be installed to appear neat and orderly. Electric power, telephone, cable television, natural gas lines and other utilities which are proposed to be installed in the development and



which are required to be shown on construction plans are not "Required Improvements" within the context of this Article. Since the installation of such improvements are by agreement between the development and the appropriate utility company, the execution of such agreements between the applicant and the utility companies are deemed to satisfy the construction and installation requirements of these regulations as long as they are installed in the public right-of-way or easement in accordance with City standards for such installations, including underground installation.

10.5.12 Centralized Mail Delivery Systems

Purpose: Cluster Box Units (CBU's) or Centralized Mail Delivery Kiosks shall be provided in all new residential subdivisions per USPS requirements, for regular mail service delivery. The purpose of this section is to establish regulations to guide the installation and maintenance of Cluster Box Units (CBU's) / Centralized Mailbox Kiosks for all residential subdivisions.

A. Cluster Box Unit's (CBU's):

1. General Standards:

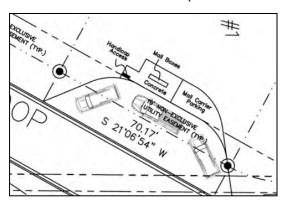
- a. Cluster box units (CBU's) shall include no more than 16 units (and 2 package parcel compartments).
- b. Cluster mailboxes of more than 16 units shall be located in a centralized mail kiosk.
- c. The installation of CBU's, as well as any associated shelters, lighting, parking, landscaping, and other related amenities shall be the responsibility of the developer.
- d. Maintenance of CBU's, and associated shelter, lighting, parking, landscaping, and other related amenities shall be the responsibility of the home owner's association (HOA) for the development.
- e. CBU's shall provide access compliant with the Americans with Disabilities Act (ADA).
- f. Must be a minimum of 4-ft from curb on the street or sidewalk. Sidewalks are required to remain clear.
- g. No parking spaces are required; however, sufficient area shall be provided for maneuvering outside of the travel lane.
- h. Refer to the most current USPS Guide for Builders and Developers or contact the USPS Growth Manager directly for specifications on the construction and installation of CBU's (i.e. design, equipment type). Detailed design shall also be provided on the civil and construction plans for the development.

2. <u>Location Standards</u>:

- a. CBU's may be permitted within rights-of-way (Figure 1), subject to the review and approval of the Technical Review Committee (TRC) and USPS; however, such facilities shall be owned and maintained by the HOA, not the City of Conway, and shall be specified as such in the covenants and restrictions for the development and noted on the final plat.
- b. CBU's shall not be located directly in front of any residential lot and must be at least 5-ft from any driveway. Such units are typically located within 1 block of the residence, per the USPS.
- c. CBU's shall not be installed so close to an intersection or traffic lane that they block visibility for approaching traffic or could be struck by a passing motor vehicle.
- d. CBU locations and equipment type are subject to review and approval by the USPS shall be reviewed and approved by the USPS. Such Approvals shall be submitted to the Planning Department. Final plats for each phase of development shall not be approved without the approval of the USPS.



Figure 1. (Example of an acceptable Cluster Box Unit (CBU)) location



B. Centralized Mail Delivery Kiosks:

1. General Standards:

- a. Installation of centralized mail kiosks, as well as associated parking, landscaping, lighting, shelter, and other related amenities, shall be the responsibility of the developer.
- b. Maintenance of centralized mail kiosks, as well as associated parking, landscaping, lighting, shelter, and other related amenities, shall be the responsibility of the HOA of the development, not the City of Conway, and shall be noted as such in the covenants and restrictions for the development and the final plat.
- c. Mail kiosks shall provide access compliant with the Americans with Disabilities Act (ADA).
- d. Refer to the most current USPS Guide for Builders and Developers or contact the USPS Growth Manager directly for specifications on the construction and installation of centralized mail kiosks (i.e. design, equipment type). Detailed design shall also be provided on the civil and construction plans for the development.
- e. Structures associated with centralized mailbox kiosks are subject to the following:
 - i. Shall comply with setback requirements for accessory structures;
 - ii. Area(s) shall be illuminated by way of street lights, fixtures attached to a roof or canopy, or via ground lighting;
 - iii. Shelters with roofs or canopies are required to obtain building permits and comply with applicable building code(s);
 - iv. Locations shall be compatible with other streetscape elements of the development and building materials and design shall compliment the architectural style of the neighborhood / development.
 - v. Structures / shelters are the responsibility of the HOA to own and maintain.
- f. Minimum off-street parking shall be required as follows:

Centralized Mailbox Kiosk Off-street Parking Requirements		
Number of Mailboxes:	Parking spaces required:	
17-50	2, including 1 ADA van accessible space	
51-100	3, including 1 ADA van accessible space	
101 or more	4, including 1 ADA van accessible space	

g. Access drives and parking areas / spaces shall be constructed in accordance with the City of Conway's standards.

2. Location Standards:

a. Centralized mail kiosks shall be located on property owned (i.e. open space areas) and maintained by the homeowner's association (HOA) and are not permitted within rights-of-way. The City of Conway will not be responsible for damage or maintenance of such structures, and such language



shall be provided for in the covenants and restrictions for the development and noted on the final plat.

- b. Location of mail kiosks shall be provided on the construction / site plans for the development.
- c. Mail kiosk locations and equipment type are subject to the review and approval of shall be reviewed and approved by the USPS. Such approvals shall be submitted to the Planning Department. Final plats for each phase of development shall not be approved without the approval of the USPS.

C. Other requirements:

- 1. Cluster box units (CUB's) / centralized mail kiosks shall be fully installed for each phase of the development prior to the first certificate of occupancy being issued.
- 2. Appropriate landscaping, as determined by the TRC, shall be provided around individual cluster box units and/or centralized mail kiosks. [Amended 9-21-20 #ZA2020-09-21 (B)]





Section 10.6 – Guarantee of Required Improvements

10.6.1 Financial Guarantee in Lieu of Immediate Installation for Approval

In lieu of requiring the completion, installation and inspection of all or any part of the required improvements as described in these regulations prior to final plat approval, the City of Conway shall accept a financial guarantee whereby the applicant shall agree to complete all required improvements. Once the security required herein is provided, the final plat may be approved if all other requirements of these regulations are met. The initial cost estimate shall be the responsibility of the applicant and certified by the TRC. but the Approval of the final cost estimate shall be made by the TRC.

A. Cash or Equivalent Security:

- The applicant shall deposit cash, a cashier's check or an irrevocable letter of credit, either with the City or
 in escrow with a financial institution. No other surety forms shall be acceptable. The amount of deposit
 shall be equal to one hundred and twenty-five percent (125%) of the estimated cost as approved by the
 Technical Review Committee (TRC) of installing all required improvements. The initial cost estimate shall
 be the responsibility of the applicant and certified by the TRC, but the approval of the final cost estimate
 shall be made by the TRC.
- 2. If cash or other instrument is deposited in escrow with a financial institution as provided above, then the applicant shall file with the City an agreement between the financial institution and himself guaranteeing the following:
 - a. The escrow account shall be held in trust until released by the City and may not be used or pledged by the applicant in any other matter during the term of the escrow; and
 - b. In the case of a failure on the part of the applicant to complete said improvements within the time allotted, the financial institution shall, upon notification by the City and submission by the City to the financial institution of an estimate of the amount needed to complete the improvements, immediately either pay to the City the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the City any other instruments, readily convertible to cash, fully endorsed or otherwise made payable in full to the City.

B. Governmental Guarantee:

In any case where a required improvement is to be provided by the State of South Carolina, or any local government other than the City of Conway or a public service authority, the applicant may provide, in lieu of the types of financial guarantee as provided for above, a letter from the appropriate State, local government or public service authority official guaranteeing the installation of the improvement in the required manner and within the time allotted. Provided, however, in any case where the cost of such improvement exceeds ten thousand dollars (\$10,000) as determined by the City, such governmental guarantee shall be in form of an approved Project Budget Ordinance where local government is to be the provider or an equivalent document where the State or a public service authority is to be the provider.

10.6.2 Duration of Financial Guarantees

- A. The initial duration of a financial guarantee shall be a maximum of twelve (12) months, approved by City Council-the TRC. The TRC will review and may renew financial guarantees for an additional twelve (12) months. The Planning Commission will review and may renew financial guarantees for the first time after two (2) years.
- **B.** All developments requiring public improvements that are not completed and accepted at least thirty days prior to the expiration of the financial guarantee shall be considered to be in default, unless said



guarantee is extended with the consent of the Technical Review Committee to a future date not to exceed a 12-month period. Any extension beyond 12 months must be reviewed and approved by the Planning Commission. The Planning Commission may issue a time extension up to three times, or total of five (5) years for a letter of credit. If the developer or property owner can demonstrate extraordinary conditions or an economic hardship, he/she can make a request to the Planning Commission to extend the letter of credit for more than a total of five (5) years.

C. In the event that 75% of the approved lots on the final plat of the subdivision have been issued building permits, the developer shall install all infrastructure, and the letter of credit will not be renewed by the Planning Commission.

10.6.3 Default

Upon default, meaning failure on the part of the applicant to complete the required improvements in a timely manner as specified in the guarantee agreement, the surety or the financial institution holding the financial account shall, if requested by the City, pay all or any portion of the account funds to the City up to amount needed to complete the improvements based on an estimate by the City. Upon payment, the City, at its discretion, may expend such portion of said funds as deemed necessary to complete all or any portion of the required improvements. The City shall return to the applicant any funds not spent in completing the improvements. Default on a project does not release the applicant from liability/responsibility, financial or otherwise, for the completion of the improvements.

10.6.4 Release of Guarantee Security

The Planning Director may release a portion or all of any security posted as the improvements are completed and approved by the Technical Review Committee (TRC). Prior to such release, the site shall be inspected by the TRC to ensure such improvements have been installed, and the applicant shall provide the Planning Director with a set of 'as built' drawings certified by the TRC.

10.6.5 Warranty Against Defects

Prior to the acceptance of any improvements in any development, the applicant shall submit a dedication package (e.g. roadways, drainage) with the final plat for consideration by City Council. In addition, the applicant shall submit to the City of Conway a written warranty against defects which shall guarantee the material and workmanship for a period of not less than three (3) years from the date of such acceptance. Such warranty shall be accompanied by a financial guarantee payable to the City equal to the value of the City's current contracted price (for two-lane roadway). Roads with additional lanes shall have additional surety, also equal to the City's current contracted price for each lane of roadway. Such financial guarantee shall be in a form of financial guarantee as provided for in this Article (Section 10.6.1, A).

Upon successful performance of the improvements, as determined by the Technical Review Committee, for the three (3) year period, the financial guarantee shall be returned to the applicant. If any repairs are required during the three (3) year warranty period, those repairs must be warranted for an additional year. Upon the failure of an improvement to perform within the generally accepted standards for the type improvement as determined by the Technical Review Committee, the applicant shall be notified and given a reasonable period of time to correct the defects.

Should the applicant fail to act, fail to act in a timely manner, or otherwise fail to correct the defect(s), the Planning Director shall find the applicant in shall be considered to be in default and the City shall proceed in the same manner as provided for in this Article for default.



10.6.6 Stormwater Warranty and Maintenance Responsibility

Facilities maintained by the City shall be designed and constructed consistent with the requirements of the City's Stormwater Management and Sediment Control Ordinance (Title 3, Chapter 6 of the City's Code of Ordinances) and dedicated to the City by deed with attached record drawings and a one year three (3) year warranty for defects in materials and workmanship. A financial guarantee shall be provided to the City in an amount equivalent to ten (10) percent of the cost of the improvements dedicated to the City. Such financial guarantee shall be held by the City for a period of one (1) three (3) years following dedication of said improvements to the City. Financial guarantees shall be in the form of a financial guarantee as provided for in this Article (Section 10.6.1, A). [ZA2020-09-21(A)]





Section 10.7 – Legal Provisions

10.7.1 Interpretation, Purpose, Conflict

In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, prosperity and general welfare. It is not intended by these regulations to interfere with or abrogate or annul any easements, covenants, or other agreements between parties; provided, however, that where these regulations impose a greater restriction or imposes higher standards than those required by other ordinances, rules, regulations, or by easements, covenants, or agreements the provisions of these regulations shall govern so that, in all cases, the most restrictive limitation or requirement, or the requirement causing the highest standard of improvement, shall govern.

10.7.2 Repeal and Re-enactment of Existing Subdivision Regulations

The rewriting of this Ordinance in part carries forth by re-enactment some of the provisions of the existing subdivision regulations of the City of Conway and it is not intended to repeal but rather to reenact and continue in force such existing provisions so that all rights and liabilities that have been accrued are preserved and may be enforced. All provisions of the subdivision regulations which are not reenacted herein are hereby repealed. All suits at law or in equity and/or all prosecutions resulting from the violation of the subdivision regulations in effect, which are now pending in any of the courts of this State or of the United States, shall not be abated or abandoned by reason of the adoption of these regulations, but shall be prosecuted to their finality the same as if these regulations had not been adopted; and any and all violations of the existing regulations, prosecutions for which have not been instituted, may be filed and prosecuted; and nothing in these regulations shall be so construed as to abandon, abate, or dismiss any litigation or prosecution now pending and/or which may have been instituted or prosecuted.

10.7.3 Effect Upon Outstanding Preliminary Plats

Nothing herein contained shall require any change in any preliminary plat which has received approval by the City of Conway prior to the time of the adoption of these regulations provided that such preliminary plat has been prosecuted to completion and a final plat recorded in the Horry County Register of Deeds within one year after the time of the adoption of these regulations. If the final plat of all or part of the area shown on any previously approved preliminary plat is not recorded in the Horry County Register of Deeds within one year after the time of the adoption of these regulations, such non-recorded area shall be subject to all the provisions of these regulations.

After the effective date of this Ordinance, any final plat to be recorded based upon any outstanding preliminary plat shall follow the final plat approval procedures of this Ordinance including the guarantee of installation provisions. In addition, nothing herein contained shall require any change in any final plat which has received approval by the City of Conway prior to the time of the adoption of these regulations provided that such final plat is prosecuted to completion in accordance with the terms of approval. In the event of default or the failure of the applicant to perform in accordance with the conditions as approved, the City of Conway may, at its option, take lawful action pursuant to the subdivision regulations in existence at the time of the final plat approval or these regulations.



10.7.4 Effect Upon New Territory Added to Jurisdiction

At any time when new territory is added to the jurisdiction of these regulations, such new territory shall immediately become subject to the provisions of these regulations. Any proposed development or any development in progress within such new territory shall proceed only in accordance with the following:

- Any development for which a final plat has been recorded in the Horry County Register of Deeds pursuant to the approval of another local government, but which is subject to an outstanding guarantee to such local government for the installation of development improvements, shall remain under the development control of such local government until such time as such applicant shall have been prosecuted to completion. Provided, however, the City may not accept the dedication of any street or street improvements unless such street and street improvements meet the standards of these regulations and the City's Policy for Acceptance of Streets for use and maintenance by the City.
- **B.** All other developments shall meet all of the requirements of these regulations and it shall be the responsibility of the applicant of any proposed development or developments in progress to receive approval as provided for in these regulations before proceeding with any development. The applicant shall arrange a conference with the Planning Director who shall determine the level and type of approval required and provide the applicant with an approval track for the particular case.

10.7.5 Modifications

In approving a preliminary plan, the Planning Commission may modify any standard or requirement of these regulations where in the Commission's opinion equal or better performance will result. In modifying any standard or requirement the evaluation shall be made with regard to the overall performance in carrying out the purposes of these regulations. In approving a modification, the Commission may prescribe such reasonable and appropriate conditions and safeguards as will in its opinion assure performance and the maintenance of the purposes of these regulations.

10.7.6 Amendment

The City Council may from time to time amend the terms of these regulations after a public hearing has been held and notice given as required by law. However, any proposed Amendment shall be submitted to the Planning Commission for review and recommendation prior to City Council action. The Planning Commission shall have forty-five (45) days from the date such Amendment is first submitted for review to the Council to make its recommendation. If the Planning Commission fails to make its recommendation within the specified time, it shall be deemed to have recommended in favor of the Amendment (S.C. Code § 6-29-1130(B).

10.7.7 Violations and Penalties

- A. After the effective date of these regulations, no subdivision plat or other land development plan may be filed or recorded in the Horry County the Register of Deeds, and no building permit may be issued until the plat bears the stamp of approval and is properly signed by the Planning Director. The submission for filing or the recording of a subdivision plat or other land development plan without proper approval as required by these regulations is declared a misdemeanor and, upon conviction, is punishable as provided by law.
- B. The Horry County Register of Deeds shall not accept, file, or record a land development plan or subdivision plat involving a land area subject to these regulations unless the development plan or subdivision plat has been properly approved. If a public official violates the provisions of this section, he is, in each instance, subject to the penalty provided in this Section and the affected governing body,



private individual, or corporation has rights and remedies as to enforcement or collection as are provided and may enjoin any violations of them.

- C. The owner or agent of the owner of any property being developed within the City may not transfer title to any lots or parts of the development unless the land development plan or subdivision has been approved as provided for herein and an approved plan or plat recorded in the Office of the Register of Deeds. A transfer of title in violation of this provision is a misdemeanor and, upon conviction, must be punished in the discretion of the court. A description by metes and bounds in the instrument of transfer or other document used in the process of transfer does not exempt the transaction from these penalties. The City may enjoin the transfer by appropriate action.
- **D.** It is unlawful for a person in laying out a new street or road within the City to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the Planning Commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

10.7.8 Validity

If any section, subsection, sentence, clause, or phrase of these regulations is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of these regulations. The City Council hereby declares that it would have passed these regulations and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

10.7.9 Effective Date

This ordinance shall become effective upon its adoption by the City Council of the City of Conway, South Carolina.



Section 10.8 – Vested Rights

10.8.1 Definitions as Used in This Section

Approved means a final action by the local governing body or an exhaustion of all administrative remedies that results in the authorization of a site-specific development plan.

Building Permit means a written warrant or license issued by a local building official that authorizes the construction or renovation of a building or structure at a specified location.

Conditionally Approved or Conditional Approval means all interim action taken by a local governing body that provides authorization for a site-specific development plan but is subject to approval.

Landowner means an owner of legal or equitable interest in real property including the heirs, devisees, successors, assigns, and personal representatives of the owners. Landowner may include a person holding a valid option to purchase real property pursuant to a contract with the owner to act as his **their** agent or representative for purposes of submitting a proposed site-specific development plan pursuant to this article.

Local Governing Body means (a) the governing body of the municipality, or (b) a municipal body authorized by ordinance to make land-use decisions.

Person means an individual, corporation, business or land trust, estates, trust, partnership, association, two (2) or more persons having a joint or common interest, or any legal entity as defined by South Carolina laws.

Real Property or Property means all property that is subject to the land use and development ordinances or regulations of a local governing body, and includes improvements or structure customarily regarded as part of real property.

Site Specific Development Plan means a development plan submitted to a local governing body by a landowner describing with reasonable certainty the types and density or intensity of uses for a specific property or properties. The plan may be in the form of, but not limited to, the following plans or approvals; Planned Development; subdivision plat; preliminary or general development plan; variance; or other land-use approval designations as are approved by The City of Conway.

Vested Right means the right to undertake and complete the development of property under the terms and conditions of a site-specific development plan as provided in this Article.

10.8.2 Vested Rights Duration and Conditions

Excluding Conservation Subdivisions, a Vested Right shall be established for two (2) years upon the approval of a site-specific plan by the Planning Commission, Planning Director, and Technical Review Committee. Such vested right shall receive a total of five (5) one (1) year extensions upon annual application by the landowner in each year that an extension is desired. City shall approve applications for a total of five annual extensions of the vested rights unless an amendment to the land development ordinance or regulations have been adopted that prohibits approval.

A Vested Right for Conservation Subdivisions shall be established for ten (10) years upon the approval of a site-specific plan by the Planning Commission, Planning Director, and Technical Review Committee. Such vested rights shall receive extensions upon timely application by the landowner as allowed by law, and the terms may be extended periodically as needed to serve the development of the entire tract at issue within the project, by way of mutual agreement between the Developer and the City.

It is the responsibility of the applicant to file for an extension before the annual due date.



A vested right in a site-specific development plan shall not attach until all plans have been received, approved and all fees paid in accordance with the *UDO*. All administrative appeals must be resolved in favor of the applicant before a vested right attaches.

The following plans must be approved by the TRC, as well as the Planning Commission (when applicable) prior to receiving a vested right to the property.

A. <u>Commercial and Residential:</u>

- 1. A scaled site plan showing all proposed improvements to the site including but not limited to:
 - a. Structures
 - b. Parking spaces, handicapped spaces and access ramps, wheelstops, and curbing
 - c. Dumpster or compactor location and screening
 - d. Proposed fences or walls
 - e. Perimeter and interior landscaped areas
- 2. A current survey of the property of the property signed and sealed by a licensed surveyor.
- 3. Landscape Plan showing:
 - a. Perimeter landscaping
 - b. Interior landscaping areas within parking lots and percentage ratio
 - c. Irrigation system
 - d. Proposed planting plan showing location, size and type of proposed trees and shrubs per Landscape Ordinance requirements
- 4. Drainage Plan including: (Requires Drainage Plan and Calculations signed and sealed by a State licensed Engineer)
 - a. Direction of surface flow
 - b. Subsurface piping and structure
 - c. Elevations of outfall and location
 - d. Storm Water retention calculation
 - e. Proof of Approval of OCRM (Office of Ocean and Coastal Resource Management)
- 5. Utilities Plan including:
 - a. Location of the tie-in location
 - b. Proposed on-site utilities and or possible extensions
 - c. Proposed water line layout
 - d. Proposed sewer line layout
 - e. Location of all fire hydrants within 1,000 feet radius of project

Depending on the size and complexity of the proposed project, additional plans and information may be required.

Upon approval, such vested right must attach prior to the issuance of a building permit but not later that that authorization to proceed with investments in infrastructure.

The City of Conway shall not require a landowner to waive his their vested rights as a condition of approval of a site-specific development plan.

A Vested site-specific development plan may be amended if approved by the local governing body, including the Planning Director, Technical Review Committee and Planning Commission (when applicable), pursuant to the provisions of the *UDO*.



Upon the expiration of a vested right, a building permit may be issued for the development only in accordance with applicable land development ordinances or regulations.

Amended 6/15/20 #ZA2020-06-15 (D)]

10.8.3 Vested Rights and Zoning Requirements

A vested site-specific development plan is subject to later local governmental overlay zoning that imposes siteplan related requirements, but does not affect allowable types, height as it affects density or intensity of uses, or density or intensity of uses.

A change in the Zoning district designation or land-use regulations made subsequently to vesting that affect real property does not operate to affect, prevent, or delay development of the real property under a vested site-specific development plan or vested phased development plan without consent of the landowner.

10.8.4 Revision in the Law/Building Code Requirements/Vested Rights

A Vested site-specific development is subject to later enacted federal, states, or local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structures and use regulations which do not provide for the grandfathering of the vested right. The issuance of a building permit vests the specific construction project authorized by the building permit to the building, fire, plumbing, electrical and mechanical codes in force at the time of the issuance of the building permit.

A validly issued building permit does not expire or is not revoked upon expiration of a vested right, except for public safety reasons or a prescribed by the applicable building code.

10.8.5 Annexation and Vested Right Developments

If Real Property having a vested site-specific development plan is annexed, the City Council shall determine after notice and a public hearing, at which time the landowner is allowed to present evidence, if the vested right is effective after the annexation.

10.8.6 Failure to Meet Terms of the Conditional Approval

Failure to meet the terms of the preliminary conditional approval as set forth by the *UDO* shall allow the termination of the vested rights established on said site specific plan. The City of Conway shall be required to give notice to the landowner of the said real property and hold a public hearing to determine if the landowner has failed to meet the terms of the conditional/preliminary approval.

A vested right to a site-specific development is subject to revocation by the local governing body upon its determination, after notice and public hearing, that there was a material misrepresentation by the landowner, or substantial non-compliance with the terms and conditions of the original or amended approval.

10.8.7 Vested Rights and Development Agreements

A vested right is not a personal right, but attached to and runs with the applicable real property. The landowner and all successors to the landowner who secure a vested right as required by the UDO may reply upon and exercise the vested right for its duration subject to applicable federal, state and local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structures and uses regulations which do not provide for the grandfathering of the vested right. This Vested Rights section does not affect the provisions of a development agreement executed by the City of Conway.



Section 10.9 – Road and Street Dedication Requirements

10.9.1 The Road Dedication Process

- **Submit Plans.** Construction plans are submitted to the Planning Department for review and approval by the Technical Review Committee as part of the subdivision review process.
- **B.** <u>Submit Initial Dedication Documents.</u> Including Developer Easement, Roadway Deed, Drainage Easements, Warranty Agreement, Joinder and Consent to dedicate <u>prior</u> to the start of construction. Final Plat or Bonded Final Plat shall not be approved by the Planning Director or Technical Review Committee until those documents are received.
- C. <u>Start Construction.</u> Upon plan approval and receipt and approval by the Technical Review Committee of all the above items, all other regulatory permits, and following a pre-construction conference attended by the project design engineer, the project contractor and the city construction inspector, construction may commence.
- **D.** <u>Inspection of Road and Drainage Construction.</u> Periodic inspections by the Technical Review Committee and/or their designee(s) are required as listed under Inspection section.
- E. <u>Submit "as-Built" Plans and Certification of Non-Litigation.</u> Upon completion of construction and final inspection approval, the "As-Built" Plans and Certification of Non-Litigation shall be submitted to the Technical Review Committee.
- F. <u>Submit "Warranty Agreement"</u>. The developer shall be notified of the upcoming dedication presentation to City Council and the developer shall provide the necessary Warranty Agreement and required surety to the Technical Review Committee <u>prior</u> to said meeting.
- G. <u>City Council.</u> Once all necessary documentation has been received and approved by the Technical Review Committee the road dedication resolution shall be presented by the Technical Review Committee to City Council for acceptance. Following approval by City Council, the final plat will be approved for recording by the Technical Review Committee and Planning Director assuming all other requirements of the UDO have been met.
- H. Warranty Period. The Warranty Period shall run for a minimum of three years from date of acceptance by City Council. Thirty-four months after acceptance, or at any time that deficiencies are discovered, a warranty inspection shall be performed by the Technical Review Committee or his their designee, the developer shall then be notified in writing of the results. Deficient items must be repaired or replaced within thirty (30) days of said written notice or the City may require payment from the surety to provide funds to make the necessary repairs. All repairs are expected to be good quality workmanship, meeting City of Conway construction standards and shall be subject to an additional one-year warranty.



10.9.2 General Requirements

- A. Eligibility for Acceptance A road or street will be eligible for acceptance into the City of Conway maintenance system only after meeting all the requirements listed herein.
- **B. Public Benefit and Access** The road being dedicated must serve a public benefit by providing access to two or more parcels of land or as a connection between existing roads and must connect to an existing public road.
- C. Plan Submittal and Review Construction plans must be submitted to the City of Conway through the Planning Department for review and approval by the City Staff prior to the start of any construction. Plans must be prepared by a licensed Civil Engineer in the State of South Carolina. No inspections will be performed without approved plans. In addition to the construction plans, a preliminary plat showing the roadways and drainage easements to be dedicated is to be prepared by a licensed Land Surveyor in the State of South Carolina and submitted to the City Planner along with the initial dedication documents.
- D. Warranty Period Roadways accepted for dedication by the City shall be conditionally accepted, subject to a minimum three-year warranty for workmanship and materials. During this period the City shall only perform the minimum maintenance necessary to correct unsafe situations. Repair of all other defects or deficiencies shall be the responsibility of the developer. Damage caused by construction activities of the developer's contractors or contractors working for purchasers of lots shall be the responsibility of the developer.
- **E. Warranty Agreement** The Warranty Agreement form shall be executed by the developer(s) and forms the basis for the warranty by the developer to the City of Conway.
- F. Warranty Surety Warranty surety in the form of an irrevocable standby letter of credit issued by a bank doing business in South Carolina or cashier's check or cash shall be provided prior to presentation of the dedication to City Council. The time period of the letter of credit must be sufficient so as to be in effect sufficient to allow time for City staff and City Council acceptance. Typically, a 38-month period will be sufficient to allow for City staff and City Council to finalize the acceptance process. This surety may be used by the City to make necessary repairs to the roads or drainage systems in the event that the developer fails to respond to the City's request to make said repairs in a timely manner.

The letter of credit shall contain the following items; a) the beneficiary shall be The City of Conway; and b) drafts may be drawn by written notification on official City letterhead, signed by an authorized representative of the City of Conway stating the failure of the developer to meet the requirements of the conditional roadway dedication to the City. The letter of credit cannot require sight drafts only. In lieu of a letter of credit, a cashier's check or cash can be posted in the appropriate amount. No other surety forms shall be acceptable.

- Warranty Surety Amount The amount of surety shall be equal to \$15 per linear foot the city's current contracted amount per linear foot of 2-lane roadway. Roads with additional lanes shall have additional surety, also equal to \$5 per in linear foot the city's current contracted amount per linear foot for each lane of roadway.
- 2. **Utility Easements** The City of Conway Developer Easement shall be provided to the City prior to the start of any construction. This easement is intended to protect the City's rights. The City cannot accept title to roadways or drainage easements which are encumbered by previous easements granted to other parties. If easement(s) are granted to utility companies or other parties in areas that are intended to be dedicated to the City of Conway prior to the above-mentioned easement being



- granted to the City, then the Utility Joinder and Consent Form must be signed by the easement grantee (i.e. utility company).
- 3. **General Joinder and Consent to Dedicate** The Joinder and Consent to Dedicate form must be signed by any parties who hold a mortgage or lien on the subject property.

10.9.3 Basic Design Requirements

All the requirements below shall be subject to review, inspection and approval by TRC.

- A. Road right-of-way shall be a minimum of fifty (50) feet wide for residential access and sub collector roads, greater width required for other road classifications in accordance with Article 7. Additional right-of-way width may be required in areas of excessive cut and fill or to encompass wider drainage ditches.
- B. Roadside drainage system and culverts shall be required to convey runoff from the 25-year storm event. Culverts under arterial roads shall be designed to convey runoff from the 50-year storm event.
- C. Roadside ditches, if allowed, shall be a minimum of twelve (12) inches below finished crown elevation unless a curb and gutter system is utilized or required. Roadside shoulders shall be a minimum of 4 feet wide. Side slopes of roadside ditches shall be a maximum of 4:1 to allow ease of maintenance. Additional right-of-way width shall be required to accommodate any ditches greater than 2 feet deep. [ZA2020-09-21(A)]
- **D.** Roadway alignment and grade should be designed to allow for adequate drainage and safety to the public and shall be approved by TRC before construction begins.
- E. Road shall be crowned with a slope of one-quarter (1/4) inch per foot. Longitudinal slope shall be a minimum of 0.50%.
- F. Stormwater shall not be designed to flow across streets or through intersections unless existing site conditions make it impossible or highly impractical to do otherwise. Final determination of feasibility in this case is at the sole judgment of the City staff. Typically catch basins and culverts shall be provided to convey stormwater from one side of the road or intersection to another.
- G. All piping located within the public right-of-way or within a drainage easement dedicated or proposed for dedication to the City shall be RCP Class III as a minimum.
- H. Unsuitable sub-grade material will require undercutting as determined by the developer's engineer with the approval of the Technical Review Committee and replaced with suitable granular material. Alternate sub-grade improvements such as soil-cement, lime stabilization, calcium chloride, or stabilization fabric or geo-grid may be substituted if recommended by a geotechnical engineer and approved by TRC. Upon completion of the work, the geotechnical engineer shall certify that the improvements were constructed in conformance with the approved recommendations.
- I. Underdrains shall be required beneath all curb and gutters unless a geotechnical investigation shows that the soils are highly permeable and the seasonal high-water table, as certified by a geotechnical engineer, is more than 2 feet below the bottom of the road base. Underdrain design and location is subject to approval by TRC.
- J. Prime coats shall be applied to all base material and allowed to properly cure prior to paving. Prime will not be required when more than 2 inches of compacted asphalt is to be used.



- **K.** Shoulder and ditch grassing will be required. A good stand of permanent grass shall be present 90 days after the final inspection, or the area shall be re-seeded or sodded. If a good stand of permanent grass has not become established within 180 days, sodding may be required by TRC.
- L. Traffic control signs and pavement markings shall comply with the South Carolina Manual of Uniform Traffic Control Devices and SCDOT specifications for highway signs and pavement markings.
- M. Entrance features, signs, street lighting, sidewalks, trees, landscaping and irrigation systems may be permitted within rights-of-ways subject to review and approval and issuance of an encroachment permit from the Technical Review Committee following approval of all other required City Boards and staff. The developer or a HOA will be responsible for maintenance of said items.
- **N.** All other roadway construction, drainage construction, or safety items not specifically listed above shall meet the current SCDOT standards as a minimum.

10.9.4 Construction Standards

- A. General: In addition to all standards previously listed, the following construction standards are required:
 - 1. Clearing and grubbing: All work will be required to conform to requirements and standards as set forth by the SCDOT Specifications, most recent edition.
 - 2. Subgrade: As specified in Section 208, SCDOT Specifications, or sound, undisturbed natural subsoils compacted to 95% Modified Proctor. The subgrade shall be proof-rolled with a 20-ton load on a tandem axle truck. Independent compaction testing shall also be required.
- B. Base Courses: To be one of the following types and shall be proof-rolled with a 20-ton tandem axle truck and independent compaction tests will be required. The minimum acceptable compaction shall be 100% modified proctor for all base materials.
 - 1. Soil aggregate, as specified in Section 304, SCDOT Specifications.
 - 2. Stabilized Aggregate as specified in Section 305, SCDOT Specifications.
 - 3. Cement Stabilized Aggregate as specified in Section 308, SCDOT Specifications
 - 4. Hot Laid Asphalt Aggregate Base specified in Section 311, SCDOT Specifications.
- C. Surface Course: Hot Laid Asphalt Concrete Surface Course: Type I and Type III as specified in Section 403, SDCOT Specifications.
- D. Paving Tolerances: The <u>average</u> of the core samples shall be at least the minimum required paving depth. No individual core depth shall be less than 90% of the minimum required depth. Where areas of inadequate depth are found, additional cores shall be taken to define the deficient area. The deficient area shall be removed and replaced in a curb and gutter situation or overlaid if no curbing is present. Overlay shall be a 1" minimum depth. Paving "birdbaths" shall be no larger than 20 s.f. square feet and no greater than 3/16" deep when measured with an 8 ft. straightedge.
- E. Traffic Control Signs shall be in accordance with the South Carolina Manual of Uniform Traffic Control Devices as required by State law. Speed limit signs shall be posted at the entrances to developments and at appropriate intervals within the development. All traffic control sign surfaces shall be Type III High Intensity Sheeting. Signs in residential subdivisions may be mounted on treated wood 4 x 4 posts or steel uchannels. Signs in other areas shall be mounted on steel u-channels.
- F. Street Name Signs shall be the standard City of Conway, size and color and shall be mounted on steel posts with appropriate brackets. [ZA2020-09-21(A)]



G. Pavements striping of collector roads and arterials will be required, this shall include centerlines, edge lines (unless curb and gutter is used) land dividers, turn arrows, stop bars, and pedestrian crossings. All lane striping shall be latex based. All striping shall be thermoplastic.

10.9.5 Base and Pavement Requirements

Base and Pavement Materials and Minimum Thickness

TYPE OF FACILITY	BASE	BINDER	SURFACE
Local Access	11"-Coquina-Soil Cement or 8" SABC	None required	2" Type I
Sub-collector	11"-Coquina Soil Cement or 9" SABC	None required	2.5" Type I
Collector	14"-Coquing or Soil Cement or 10" SABC	1.5"	1.5" Type I or 3" Type I if Binder not used
Arterial	17" -Coquina or Soil Cement or 12" SABC	2"	2" Type I

The values shown are the minimum required for good soil conditions. TRC may require that a geotechnical report and pavement design be provided if the native soil's conditions are considered unsatisfactory or of questionable suitability. "Type of Facility" is defined in Section 7.1. [ZA2020-09-21(A)]

10.9.6 City of Conway Inspections

A minimum of two (2) working days' notice must be given for any requested inspection. If subsequent work is done prior to inspection, it is done so at the contractor's and developer's risk and may, upon decision of TRC, be required to be removed and reinstalled or have the quality substantiated by tests as determined by the Building Department Construction Services and/or Public Works Departments (i.e. Stormwater). All approved inspections are valid for a maximum of 30 days. In the event that weather or construction activities result in changes to approved conditions, re-inspections shall be required before proceeding to the next stage of construction. Inspections will be required after the following stages of construction and shall meet the minimum requirements of the SCDOT Standard Specifications for Highway Construction.

- A. Clearing and grubbing.
- **B.** Drainage installation.
 - 1. Required prior to backfilling. Joints must be exposed for inspection.
 - 2. Final inspection required.
- C. Sub-grade: Proof-rolling and independent compaction tests required. If curbing is to be installed, sub-grade proof-rolling beneath curbing will be required. 95% modified proctor compaction required. Proof-rolling shall be performed with a tandem axle dump truck with a 20-ton load. Any "pumping" or substantial depression observed shall constitute a failure of the test.
- D. Base installation: Proof-rolling and independent compaction tests required. 100% modified proctor compaction required. Proof-rolling shall be performed with a tandem axle dump truck with a 20-ton load. Any "pumping" or substantial depression observed shall constitute a failure of the test.
- **E.** Prime coat applications.
- F. Pavement installation: Independent depth core, gradation and compaction tests are required. Additional asphalt tests may be required. Additional asphalt tests may be required to substantiate quality if pavement shows signs of failure to meet minimum standards. Core locations shall be marked by the Building Department Construction Services and/or Public Works Departments and generally will be spaced approximately 500 ft. apart.



- **G.** Grass seeding of shoulders and ditches.
- **H.** Sign installation including street name signs and traffic control signs.
- Pavement markings.
- J. Final inspection of all completed infrastructure.

10.9.7 City of Conway As-Built Requirements

The developer shall provide the Planning Director with "as-built" plans documenting the roadway and drainage system post construction conditions. The plans shall be based on actual field surveys for location and elevation information. The plans shall bear the stamp and seal of the land surveyor who prepared the plan. The plans shall show the following items as a minimum. Additional information may be required by the Technical Review Committee to accurately depict unusual situations.

- **A.** Subdivision name and phase designation.
- **B.** Lot lines, lot numbers and phase limits.
- **C.** Street names, right-of-way width, and private or public designation.
- **D.** Easements.
- **E.** Edge of pavement or curbing, road centerline stationing and curve data.
- F. Road centerline elevations at 100 intervals and at intermediate high points and low points.
- **G.** Drainage structures with sizes, elevations of tops, grates, inlets and all pipe inverts.
- **H.** Drainage pipes with size, material, length, slope ad invert elevations.
- Drainage lakes or pond edges, water surface and average bottom elevations and details of any control structures and elevations. Also include calculation of actual volume of retention/detention storage provided in acre-feet.
- J. Drainage ditches and swales, depths and bottom elevations at 100' intervals and at the ends.
- **K.** Any encroachments within road right-of-ways and drainage including structures, utility boxes, fences and landscaping.

In the event that the "As-Built" plans show that field changes were made, or significant differences exist from the design plans, the design engineer shall certify that the changes or differences are not detrimental, and that the system will still meet the minimum acceptable design standards and practices.

All the above information shall be provided to the Planning Director Department in a digital format, along with two (2) paper copies. No mylar copies will be accepted.



CITY OF CONWAY WARRANTY AGREEMENT

Know all men by these present, that		, of
	, hereafter referred to as "I	Developer", as
principal and firmly bound unto the City of Conway, oblige in full and just sum of \$	ful money of the United States of America, bind themselves, their heirs, executors,	to the payment
WHEREAS, the Developer has lawfully d Conway, South Carolina, known and identified as		
, and in connection therewith has a appurtenant road and drainage structures (i.e. stort to the City of Conway for public use and maintenance		
NOW, THEREFORE, the condition of this	obligation is such that the Developer shall g	give to the City
of Conway fee simple title to said improvements, condition, and shall remain in said condition, less not action by Conway City Council to accept said facility repair or replacement for failure of workmanship, materivities, including utility construction or building confrom said Developer, within three (3) years from necessary repairs or shall be liable to the City of Contabove for costs to repair and replace said facilities to quality and shall be subject to an additional twelve guarantee being posted for 125% of the estimated cost Committee (TRC).	rmal wear, for a period of three (3) years fracties. Should said facilities, or any portion to atterials, or damage resulting from any construction performed by other parties who date of said acceptance, the Developer shows in the amount of the full and just sure a first-class condition. All repairs made show (12) month warranty period with a suite	com the date of chereof, require truction related purchased land shall make the m herein stated hall be of good itable financial
SIGNED, SEALED, AND DATED this	day of	
WITNESS:	DEVELOPER:	
Witness signature	Developer signature	
Witness print name	Developer signature	-
STATE OF SOUTH CAROLINA)		
COUNTY OF HORRY)		
The foregoing was acknowledged before me this	day of	, by
Notary Public	My Commission Expires:	



CITY OF CONWAY CERTIFICATE OF NON-LITIGATION

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

Project name:	
Road names:	
WITNESS:	DEVELOPER:
Witness signature	Developer signature
Witness print name	Developer print name
WITNESS:	GENERAL CONTRACTOR:
Witness signature	General Contractor signature
Witness print name	General Contractor print name
WITNESS:	ENGINEER:
Witness signature	Engineer signature
Witness print name	Engineer print name
STATE OF SOUTH CAROLINA) COUNTY OF HORRY)	
The foregoing was acknowledged before me this	day of, by
Notary Public	
My commission expires:	



CITY OF CONWAY GENERAL JOINDER AND CONSENT TO DEDICATION

The undersigned hereby certifies that it is the	holder of a mortgage, lien, easement, right-of-way, or
encumbrance on certain lands properly known as	
and that the undersigned hereby joins in the con	sent to the dedication of the roadways, drainage ways,
easements, and other appurtenances located on or ir	a said described property by the owner thereof, and agrees
that its mortgage, lien, easement, right-of-way or o	ther encumbrance, which is recorded in Official Records
Book at Page, of the Public Recor	ds of Horry County, South Carolina, shall be subordinated
to the above dedication.	
Witness Signature	Signature
Witness Print Name	Signatory Print Name
CTATE OF COUTH CAROLINA	
STATE OF SOUTH CAROLINA)	
COUNTY OF HORRY)	
The foregoing was acknowledged before me this	day of, by
Nota	ary Public
	commission expires:



CITY OF CONWAY UTILITY JOINDER AND CONSENT TO DEDICATION

The undersigned hereby certifies that it is the holder known as	r of an easement or right-of-way on certain lands properly, and
that the undersigned hereby joins in the consent to the and other appurtenances located on or in said descended easement, right-of-way or other encumbrance which is Page, of the Public Records of Horry Condedication on the condition that	the dedication of the roadways, drainage ways, easements, cribed property by the owner hereof, and agrees that its is recorded in Official Records Book at ounty, South Carolina, shall be subordinated to the above will have perpetual, complete long, cross overhead, or extend underneath the roadways to facilities.
-	agrees to repair any and all damage to the sinage facilities caused by its activities within the subject promptly performed and meet City of Conway standards of
Witness Print Name	(Signatory Print Name)
Witness Signature	Signature
STATE OF SOUTH CAROLINA) COUNTY OF HORRY)	
The foregoing was acknowledged before me this	day of by
	Notary Public My commission expires:



STATE OF SOUTH CAROLINA)

DICHT OF WAY DEED

	RIGHT-OF-WAY DEED	
COUNTY OF HORRY)		
KNOW ALL MEN BY THESE PRESENT, THAT I	[, (We)	
in consideration of the sum of One Dollar, receipt of	of which is hereby acknowledged, have granted	, bargained,
sold and released, and by these presents do grant	t, bargain, sell and release, unto the City of G	Conway, its
successors and assigns, a right-of-way deed for the fe	following road(s) named	
as shown on a plat prepared by	titled	
dated said plat being recorded in		
said plat being recorded in	the Horry County Register of Deeds at Book	rage
Said road right-of-way having been offered for dedic	cation and said dedication being accepted by acti	on of
Conway City Council at its meeting on		311 01
		. 1
TO HAVE AND TO HOLD , all and singular, the set the said City of Conway, its successors and assigns f		ed, unto
IN WITNESS WHEREOF I (or we) have hereunto	o set my/our hand(s) and seal(s) this day of	in
the year of our Lord Two Thousand and	,	
Signed, sealed and delivered in the presence of:		
Signed, seared and derivered in the presence of.		
WITNESS #1	OWNER	
WITNESS #2	OWNER	
STATE OF SOUTH CAROLINA)	DDAD A TE	
COUNTY OF HORRY)	PROBATE	
Personally appeared before me		
and made oath that he/she was present and saw the w	vithin named owner(s),	
	sign, seal, and act as their a	
deed deliver the within deed for right-of-way; and th		with
Wi	itnessed the execution thereof.	
Sworn to before me this day of	, 20	
WITNESS SIGNATURE	Notary Public	
Witness is not a party to or a beneficiary of the transaction	My Commission Expires:	



STATE OF SOUTH CAROLINA

DRAINAGE EASEMENT

COUNTY OF HORRY

,	
KNOW ALL MEN BY THESE PRESENTS, THAT	
	in consideration of the sum of One Dollar, receipt of
which is hereby acknowledged, have granted, bar	gained, sold and released, and by these presents do grant,
bargain, sell and release, unto the City of Conway,	its successors and assigns, a right-of-way easement for the
following road(s) named	
	as
	titled
	said plat being recorded in the Horry County
Register of Deeds at Book Page	
Said drainage easement having been offered for d	ledication and said dedication being accepted by action of
Conway City Council at its meeting on	, 20
TO HAVE AND TO HOLD, all and singular, the	e said right-of-way and the rights hereinabove granted, unto
the said City of Conway, its successors and assigns to	
IN WITNESS WHEDEOE I (on wo) have become	o set my/our hand(s) and seal(s) this day of
in the year of our Lord Two Thousand	
in the year of our Lord 1 wo 1 housand	and
Signed, sealed and delivered in the presence of:	
WITNESS #1	OWNER
WIIILDS III	OWNER
WITNESS #2	OWNER
STATE OF SOUTH CAROLINA)	
COUNTY OF HORRY	PROBATE
COUNTION HORKI	
Personally appeared before me	and made oath that he/she was present
and saw the within named owner(s),	
	and act as their act and deed deliver the within easement for
right-of-way; and that	
	witnessed the execution thereof.
Sworn to before me this day of	, 20
Witness signature	Nadama Dublia
Witness signature Witness is a not a party to or a beneficiary of the transaction	Notary Public My Commission Expires:
THE THE SECOND IS A HOLA DALLY TO OF A DELICITIVE OF THE HURSACHOR	171 Y COHHIHOSIOH LADIICS,



CITY OF CONWAY PUBLIC WORKS WARRANTY BOND

Purpose: Prior to Service Authorization Contractor's Warranty Bond for One Year

KNOW ALL MEN BY THESE PRESENT, THAT	of
	, South Carolina, hereinafter
referred to as "Developer", as principal and	, a company
authorized to do business in the State of South Carolina, hereinafter called "Suret under the City of Conway, a body politic existing under the laws of the State of S and just sum of \$, lawful money of the United States of America, well and truly made, the Developer and Surety bind themselves, their here successors, and assigns, jointly and severally, firmly by these present.	South Carolina, as oblige in full to the payment of which sum,
WHEREAS, the Developer has developed and constructed a development in F	Horry County, South Carolina.
known and identified as therewith has installed with approval of the City of Conway Technical Revidistribution and/or wastewater collection facilities, and had dedicated those facilities	and in connection iew Committee, certain water
NOW THEREFORE, the condition of this obligation is such that the Develor simple title said water distribution and wastewater collection facilities and was first class condition, and shall remain in said condition, less normal wear, for a produce of Agreement by the City of Conway to accept said facilities. Should said facilities require replacement for failure of workmanship or materials within one (1) years the Developer and their Surety shall be jointly and severally liable to the City of full and just sum herein stated above for costs to replace said facilities to a first-classical SIGNED, SEALED AND DATED this day of, 20	period of one (1) year from the accilities, or any portion thereof from date of said acceptance, of Conway in the amount of the ass condition.
OWNER	
WITNESSES: SURETY:	



LETTER OF CREDIT / FINANCIAL GUARANTEE TEMPLATE (EXAMPLE ONLY)

NAME OF BANK / FINANCIAL INSTITUTION IRREVOCABLE STANDBY LETTER OF CREDIT

Date: LOC No.:	
Lender:	Applicant:
Name of Financial Institution	Name of Individual or Corporation
C/O (Contact person)	C/O (Contact Person)
Address	Address
City/State/Zip	City/State/Zip
Beneficiary:	Project Name:
City of Conway	Provide project name and phase # (if applicable)
C/O Planning & Development Dept.	for: (remaining infrastructure, roadway warranty, etc.)
196 Laurel Street	
Conway, SC 29526	
Amount:	Expiration Date:
Insert amount of LOC here	Date of Expiration of LOC here

We (INSERT NAME OF FINANCIAL INSTITUTION HERE) hereby issue our irrevocable standby letter of credit No. (INSERT LOC # HERE) in your favor for the account of (INSERT "APPLICANT" HERE), up to the aggregate amount of exactly (INSERT LOC AMOUNT HERE) U.S. Dollars. Your draft must bear the clause "Drawn under Irrevocable Letter of Credit No. (INSERT LOC # HERE) dated (INSERT DATE HERE)", and be accompanied by the following:

- 1. The original of this Irrevocable Letter of Credit with the amount of your draft and your indorsement on the reverse of this letter.
- 2. A signed statement on City of Conway letter head signed by an authorized official, stating that (INSERT "APPLICANT" HERE), as Principal, has failed to complete all improvements for (INSERT DEVELOPMENT / PROJECT NAME AND PHASE HERE), as required by the City of Conway.

(INSERT NAME FINANCIAL INSTITUTION HERE), as surety hereby agrees that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation to us and delivery of the documents set forth above, if drawn and presented for payments on or before the expiration date of this letter. Multiple draws and/or or drafts are not permitted under this letter of credit.

Upon honoring your draft, we shall be fully discharged of our obligations under this Letter of Credit and shall not thereafter be obligated to make any further payment under this Letter of Credit in respect to such demand for payment by you or any other person. This Letter of Credit is not transferable or assignable. Any negotiation fees or charges shall be the responsibility of the applicant.

Except as otherwise stated herein, this letter of credit is subject to the "Uniform Customs and Practices for Documentary Credits" (INSERT EDITION HERE), established by the International Chamber of Commerce, Publication (INSERT NUMBER HERE).

AUTHORIZED SIGNAGE HERE (TYPED NAME) (TITLE)



Section (# & title)	Current ordinance language	Proposed ordinance language with revisions, additions, deletions
Article 10 Contents, 10.3 -	Current:	Proposed:
Subdivision Design Standards, 10.3.10	10.3.10, Restriction of Access	10.3.10, Reserved
	Current:	Proposed:
Sec. 10.1.1 Adoption and	The City of Conway may adopt and amend this section	The City of Conway may adopt and amend this
Amendment	of " subdivision " regulations by ordinance after a	section of development regulations by ordinance
	public hearing.	after a public hearing.
	Current:	Proposed:
10.1.2 Land Development	Any plat to be recorded pursuant to the exceptions set forth above shall bear the notation 'Approved for recording' and the signature of the Planning Director or their designated agent prior to being presented for	Any plat requiring to be recorded 'Approved for recording' and the signature of the Planning Director or their designee, filed or recorded in the Horry County Register of Deeds, are required to meet the
and Subdivision Defined, B.3	recording. One reproducible copy of the document/plat shall be provided to the Planning Director or their designated agent at the time of the signing.	platting action requirements set herein. One reproducible copy of the document/plat shall be provided to the Planning Director or their designee at the time of the signing.
	Current:	Proposed:
10.1.4 Enforcement by City Staff	These regulations shall be administered by the Planning Director who shall be appointed by the City Administrator. The Planning Director shall administer and enforce the provisions of these regulations and have such other specific powers and duties as are set forth in these regulations. The Planning Director may designate agents to act on his behalf. The Planning Director shall have the right to enter property at	These regulations shall be administered by the Planning Director and/or the Technical Review Committee (TRC). The Planning Director / TRC shall administer and enforce the provisions of these regulations and have such other powers and duties as are set forth in these regulations. The Planning Director may designate agents to act on their behalf. The Planning Director / TRC shall have the right to
	reasonable hours for the purpose of making inspections.	enter property at reasonable hours for the purpose of making inspections.
	Current:	Proposed:
10.2.1 Approval Levels, A.	The land development review procedure shall consist of two (2) levels of required approval: A preliminary plan must be submitted (followed by required construction plans) and a final plat.	The land development review procedure shall consist of two (2) levels of required approval: Technical Review Committee (TRC) approval and Planning Commission approval (for major developments).
	Current:	Proposed:
10.2.1 Approval Levels, B. Sketch Plan	Prior to preliminary plan application, the applicant may submit to the Planning Director or their designee	Prior to preliminary plan application, the applicant may submit to the Technical Review Committee
	a sketch plan showing the concept of the proposed	(TRC) a sketch plan showing the concept of the
	subdivision.	proposed development for review.
	Current:	Proposed:
10.2.1 Approval Levels, C. Preliminary Plan	Preliminary plan approval shall be a prerequisite to final plat approval. The preliminary plan shall include the entire area to be considered for current and future development. The final plat may include only that area proposed for current development, provided that the Planning Director or their designee may not approve final plat phases where in his opinion necessary supporting facilities (roads, sidewalks, drainage, etc.) are not being provided to support the proposed phasing scheme.	10.2.1 Approval Levels, C. Master Plan Prior to preliminary plan applications, Planned Developments, Conservation Subdivisions, and projects with multiple phases, a Master Plan showing the concept of the proposed development and layout of each phase shall be required. Plans shall provide all applicable project data for review by the Technical Review Committee (TRC).
10.2.1 Approval Levels, D. Construction Plans	Current: Construction plans shall require approval of the Technical Review Committee. Construction plans are not required to be submitted as part of the preliminary plan approval. It is the responsibility of the applicant to ensure that the preliminary plan design is feasible for public facility services. The Technical Review	Proposed: 10.2.1 Approval Levels, D. Preliminary Plan Preliminary plan approval shall be a prerequisite to final plat approval. The preliminary plan shall include the entire area to be considered for current and future development. The final plat may include only

	Committee may require, however, the submittal for review and approval of all or part of construction plans in order to ascertain the feasibility of serving all or part of a proposed development prior to preliminary plan approval. Approved construction plans are a prerequisite to receive permission to proceed with construction of development improvements and for final plat approval.	that area proposed for current development, provided that the Planning Director or their designee may not approve final plat phases where in their opinion necessary supporting facilities (roads, sidewalks, drainage, etc.) are not being provided to support the proposed phasing scheme.			
	Current:	Proposed:			
10 2 1 Approval Lovels	NA	10.2.1 Approval Levels, E. Construction Plans			
10.2.1 Approval Levels					
		*no changes except renaming 10.2.1, D to 10.2.1, E.			
	Current:	Proposed:			
40.00 Truss of Lond	Minor developments are the creation of two (2) to four	Minor developments are the commercial			
10.2.2 Types of Land	(4) lots and do not result in the creation of any public	development of existing lot(s), the reconfiguring			
Development Defined, B. Minor Developments	or private streets or involved dedication of open space. Minor residential subdivisions shall meet the average size of surrounding lots to fit into the surrounding neighborhood context.	and/or recombination of lots, as well as the creation of two (2) to four (4) lots, and do not result in the creation of any public or private streets.			
	Current:	Proposed:			
10.2.3 Approval Authority, A. Preliminary Plans, 1., 2.	Major Developments - Planning Commission Minor Developments - Planning Director or their designee, provided that the Planning Director or their designee may at his option refer any plan to the Planning Commission to review as a major development.	 Major Developments – Planning Commission and the Technical Review Committee (TRC). Minor Developments – Planning Director or their designee; however, the Planning Director or their designee may, at their discretion, refer any plan to the Planning Commission to review as a major development. 			
		Proposed:			
10.2.3 Approval Authority, C. Final Plats, 1.	Major and Minor Developments - Planning Director or their designee. Any type of surety to be approved by City Council.	Major and Minor Developments – Planning Director or their designee. Financial guarantees may be approved by the Technical Review Committee (TRC).			
	Current:	Proposed:			
10.2.4 Plan and Plat Requirements	The Planning Director or their designee may refuse to accept the submission of any plans or supporting documents which in his opinion do not meet the standards for such submittal as specified in Article 10.	The Planning Director or their designee may refuse to accept the submission of any plans or supporting documents which, in their opinion, do not meet the standards for such submittal as specified in Article 10.			
10.2.5 Review Periods for	Current:	Proposed:			
Plan and Plat Submittals, A.	The Planning Director or their designee shall either	The Technical Review Committee (TRC) shall			
Preliminary Plans for Minor	approve, approve conditionally, or deny the approval of the preliminary plans within thirty (30) days of	either approve, approve conditionally, or deny the			
Developments	receipt.	approval of the preliminary plan(s) within thirty (30) days pf receipt.			
	Current: Preliminary Plans for Major Developments may be	Proposed:			
10.2.5 Review Periods for Plan and Plat Submittals, B. Preliminary Plans for Major Developments	submitted at any time provided, however, in order to be eligible to be placed on an agenda of a Planning Commission meeting, such submittal shall have been filed with the Planning Director or their designee at least thirty (30) days prior to that meeting. The Planning Commission shall approve, approve with conditions, or deny the preliminary plan within sixty (60) days of official receipt. The decision shall be in written and/or drawn form and dated. The applicant shall be notified in writing of the action taken. Failure of the Planning Commission to act within sixty (60) days of receipt of the plan in proper form shall constitute approval and the applicant shall be issued a letter of approval and authorization to proceed.	Preliminary Plans for Major Developments may be submitted at any time. The Technical Review Committee (TRC) shall either approve, approve conditionally, or deny the approval of the preliminary plans within 30 days of receipt. However, in order to be eligible to be placed on an agenda of a Planning Commission meeting, outstanding TRC comments shall not cause significant changes to the project layout once comments are addressed. Planning Commission shall approve, approve with conditions, or deny the preliminary plan within sixty (60) days of official receipt. The decision shall be taken in written and/or drawn form and dated. The applicant shall be notified in writing of the action taken.			

	Current:		Proposed				
10.2.5 Review Periods for	The Dies	wing Divertor outhour decignes shall	The Technical Review Committee (TRC) shall				
Plan and Plat Submittals, C. Final Plats		ning Director or their designee shall	approve, approve with conditions, or deny the final				
Fillat Flats		pprove with conditions, or deny the final thirty (30) days of receipt.	plat within thirty (30) days of receipt.				
	Current:	tunity (50) days of recorpt.	Proposed	·•			
		lication package (showing each public	A road dedication package (showing each public				
		utility and drainage easement in a	street and utility and drainage easement in a				
		n) must be submitted as part of the final plat	subdivision) must be submitted to the Public Works				
10.2.7 Effects of Approval –	and shall b	pe recorded in phases if necessary.	Director as part of the final plat and may be				
Prerequisites, F.	Until su	ch dedication has been accepted, land so	recorded i	n phases if necessary and/or authorized.			
		ay be used for open space purposes by its	Until suc	ch dedication has been accepted, land so			
		is designees and the City shall be held	offered may be used for open space purposes by its				
	harmless	of any liability involving such land.	owner or their designee(s) and the city shall be held				
			harmless of any liability involving such land.				
10.2.8 Minor Development	Current:		Proposed	Proposed:			
and Platting Action		ey is not require d a Certificate of Ownership	A resurvey does not require a Certificate of				
Requirements, A. Platting		ation nor the signatures of the property	•	o and Dedication nor the signatures of the			
Actions, 2. Resurvey	owners.			property owners.			
	Current: 5. Ease	ment Plats Easement plats are used to	Proposed				
		eate or record easements across property.	5. <u>Easement / Buffer Plats</u> Easement and/or buffer plats are used to dedicate or record				
	a.	Easements shall be delineated with		ments across property.			
		dashed lines marking the boundaries;	a.	Easements and buffers shall be			
	b.	The following statement must be on the		delineated with dashed lines marking			
		face of the plats "This foot		the boundaries;			
		easement is being (created, altered,	b.	The following statement must be on the			
		relocated) for the purpose of		face of the plats "This foot			
		and will be owned by		(easement or buffer) is being (created,			
		". ("Owned by" should		altered, relocated) for the purpose of			
		reference the beneficiary of the easement, not the owner of the		and will be owned by". ("Owned by" or			
		underlying property);		"administered by" (for buffers) should			
	c.	Easements shall be labeled as to		reference the beneficiary of the			
10.2.8 Minor Development		indicate the type of easement, easement		easement or buffer, not the owner of the			
and Platting Action		width and whether the easement is		underlying property);			
Requirements, A. Platting		public or private. Easements shall be	c.	Easements and/or buffers shall be			
Actions, 5. Easement Plats		delineated with distance and bearing		labeled as to indicate the type of			
		unless parallel with a surveyed property		easement/buffer, easement/buffer			
	_	line;		width and whether the easement/buffer			
	d.	Existing easements should be labeled as such with reference to the creation of the		is public or private. Easements and/or buffers shall be delineated with			
		easement cited on the plat; and		distance and bearing unless parallel			
	e.	All affected property owners must sign a		with a surveyed property line;			
		Certificate of Ownership and Dedication	d.	Existing easements and buffers should			
		agreeing to the dedication or		be labeled as such with reference to the			
		abandonment of the easement.		creation of the encumbrance cited on			
				the plat; and			
			e.	All affected property owners must sign			
				a Certificate of Ownership and			
				Dedication agreeing to the dedication or			
				abandonment of the easement and/or buffer.			
L	1		<u> </u>	pund.			

	Cu	ırrent:	•		Pro	nose	d:			
			ontents:			Proposed: B. Plat Contents:				
		ats pre	pared for mino	r development or platting		Plats prepared for minor development or platting				
		tions s	shall be clearly	and legibly drawn and be	acti	actions shall be clearly and legibly drawn and be				
10.2.8 Minor Development and Platting Action Requirements, B. Plat Contents	COI	nsiste	nt with those re	equirements in Table 10.1.	con	consistent with those requirements in Table 10.1 (A).				
	Tal	Table 10: Minor Plat Requirements				Table 10.1 (A): Minor Plat Requirements				
		Requirement		Explanation			uirement	Explanation		
				Lot Number shall be		30	Lot Numbers	Lot Number(s) shall		
		30	Lot	assigned to all				be assigned to all		
			Numbers	proposed lots and shall				proposed lots and		
				be consecutive. (b) Private roadway				shall be consecutive. (b) Private roadway		
				ownership: "The road				ownership: "The roads		
			Required City of	and drainage with this			ļ	and drainage with this		
				subdivision are			Required	subdivision are		
			Conway	intended to be private.			City of	intended to be private.		
		39	regulations	The City of Conway		39	Conway	The City of Conway		
			(when	shall not be responsible for the maintenance or			regulations (when	shall not be responsible for the		
			applicable)	the road or the drainage			applicable)	maintenance of the		
				systems shown on this			арриоавто	roads or drainage		
				plat."				systems shown on		
								this plat."		
	Current:				Proposed (*new*): C. Plat Contents Plats prepared for major development or platting actions shall be clearly and legibly drawn and be					
	NA								_	
10.2.8 Minor Development										
and Platting Action Requirements							consistent with those requirements in Table 10.1 (B). Table 10.1 (B): Major Plat Requirements			
Troqui omonto										
						Refer to Article 10 for Table				
	Current:				Proposed:					
10.3.3 Appropriate to	Any proposed land development and/or subdivision of land exceeding 50 acres shall submit plans for Conservation Subdivision pursuant to Section 10.4.					Any proposed land development and/or subdivision of land exceeding 50 acres shall submit a site plan for a Conservation Subdivision, pursuant to Section				
Physical Conditions										
						10.4.				
10.3.4 Connectivity and		Current:				Proposed:				
Appropriateness to Adjoining	A. Conformance with Transportation Element of the					A. Conformance with the Transportation Element				
Property and Land Uses, A.	Comprehensive Plan The location and design of streets shall be in					of the Comprehensive Plan The location and design of streets shall be in				
Conformance with	conformance with the Transportation Element of the					conformance with the Transportation Element of the				
Transportation Element of the Comprehensive Plan		current adopted City of Conway Comprehensive Plan.				currently adopted City of Conway Comprehensive				
the Complehensive Flati	_				Pla					
	Current: All streets within and adjoining the development shall be classified according to function by the Planning Commission. Each street segment shall be classified				Proposed: All streets within and adjoining the development					
						shall be classified in accordance with the street				
10.3.4 Connectivity and Appropriateness to Adjoining Property and Land Uses, B. Street Classification						classifications defined in Article 7, Section 7.1.3.				
	in accordance with the street classifications defined					The classification of street segment shall determine				
	in Article 7.1.2. The classification of a street segment					the cross-section, street, tree planting requirements,				
	shall determine the cross-section, street, tree planting					and design standard(s) to which that street segment				
	requirements, and design standard to which that street segment shall be designed and constructed.					shall be designed and constructed. Street design standards for each street classification are shown in				
	Street design standards for each street classification					Section 7.1.4, Table 7.1.				
			n in Article 7.1							

10.3.5 Reserve Strips, Half	Current:	Proposed:		
Streets, and Private Streets	Reserve strips and non-access easements adjoining	Reserve strips and non-access easements adjoining		
	street rights-of-way for the purpose of preventing	street rights-of-way for the purpose of preventing		
	access to or from adjacent property, (except those	access to or from adjacent property, private streets,		
	required by the Planning Commission to prevent	and half-streets shall not be permitted under any		
	access to thoroughfares), private streets and half-	condition (except as required to restrict access to		
	streets shall not be permitted under any condition.	existing or proposed arterial streets, collector		
	Streets shall not be permitted under any condition.			
	Q	streets, or thoroughfares).		
	Current:	Proposed:		
	Streets shall be designed so as to intersect as nearly	Streets shall be designed so as to intersect as nearly		
	as possible at right angles, and no street shall	as possible at right angles, and no street shall		
	intersect any other street at an angle of less than sixty	intersect any other street at an angle of less than		
	(60) degrees. Streets crossing natural areas or	sixty (60) degrees. Streets crossing natural areas or		
	streams shall cross at or near to right angles as	streams shall cross at or near to right angles as		
10.3.6 Intersections	possible within limits of topographic conditions.	possible within limits of topographic conditions.		
	Offset intersections are to be avoided. A minimum	Offset intersections are to be avoided. A minimum		
	intersection offset of two hundred (200) feet shall be	intersection offset of two hundred (200) feet shall be		
	maintained.	maintained. Curvilinear streets may be utilized to		
		avoid and/or protect environmentally sensitive areas;		
		particularly when utilizing the conservation		
		subdivision design, and/or with the approval of TRC.		
	Current:	Proposed:		
	Blocks shall not be less than four hundred (400) nor	Block lengths are linear measurements (measured		
	more than twelve hundred (1,200) feet in length,	from centerline to centerline) between intersecting		
	except as the Planning Commission considers	streets that provide interconnectivity or alternative		
	necessary to secure efficient use of land or desired	routes for vehicular ingress/egress. Blocks shall not		
	1 · · · · · · · · · · · · · · · · · · ·			
	features of street pattern. In blocks over eight hundred	be less than four hundred (400) nor more than twelve		
	(800) feet in length the Planning Commission may	hundred (1,200) feet in length, except as the Planning		
	require one or more public walkways of not less than	Commission considers necessary to secure efficient		
	ten (10) feet in width to extend entirely across the	use of land or desired features of street pattern. In		
10.3.7 Blocks	block and at locations deemed necessary. Blocks	blocks over eight hundred (800) feet in length the		
	shall be wide enough to allow two (2) tiers of lots of	Planning Commission may require one or more		
	minimum depth, except where fronting on major	public walkways of not less than ten (10) feet in		
	streets or prevented by topographical conditions or	width to extend entirely across the block and at		
	size of the property, in which case the Planning	locations deemed necessary. Blocks shall be wide		
	Commission will approve a single tier of lots of	enough to allow two (2) tiers of lots of minimum		
	minimum depth.	depth, except where fronting on major streets or		
		prevented by topographical conditions or size of the		
		property, in which case the Planning Commission		
		will approve a single tier of lots of minimum depth.		
	Current:	Proposed (reformat):		
	The size, shape and orientation of lots shall be appropriate	A. Size, Shape, and Orientation.		
	for the location of the proposed development. It is the intent	The size, shape and orientation of lots shall be		
	of this Article that lot size, shape and orientation shall be	appropriate for the location of the proposed		
	controlled by the provisions of the UDO. Every lot shall have	development. It is the intent of this Article that lot		
	sufficient area, dimensions and shape to permit a principal	size, shape and orientation shall be controlled by the		
	building to be constructed thereon in conformance with the applicable provisions of the UDO.	provisions of the UDO. Every lot shall have sufficient		
	αργιισαυτε μι ονισιοπό οι της συσ.	area, dimensions and shape to permit a principal		
10 3 8 Late and Building	Such building area shall lie at or be elevated to at least two	building to be constructed thereon in conformance with the applicable provisions of the UDO.		
10.3.8 Lots and Building	(2) feet above the one hundred (100) year flood elevation as	B. Lot Building Areas.		
Sites	provided for in the Flood Damage Prevention Ordinance (Title	Such building area shall lie at or be elevated to		
	5, Chapter 2 of the City of Conway Code of Ordinances). Lots	at least two (2) feet above the one hundred		
	shall be designed so as to provide positive drainage away	(100) year flood elevation as provided for in the		
	from building sites and individual lots shall be coordinated	Flood Damage Prevention Ordinance (Title 5,		
	with the general storm drainage plan for the development. Storm drains carrying water from street rights-of-way shall	Chapter 2 of the City of Conway Code of		
	be placed along lot lines where practical. Lot boundaries	Ordinances).		
	shall be made to coincide with natural and pre-existing man-	2. Lots shall be designed so as to provide positive		
	made drainage ways to the extent practical to avoid the	drainage away from building sites and individual		
	creation of lots that can be built upon only by altering such	lots shall be coordinated with the general storm		
		1		

	drainage ways. Lots shall be arranged with due consideration given to not disturbing wetlands and other such natural features. Side lines of lots should be at or near right angles or radial to street lines. Public street access and frontage shall meet the requirements set forth in the UDO. Parcels created through the development process which are not intended for building purposes shall be designated and perpetually bound as "not buildable", unless subsequently released through the development process. Double frontage lots shall be avoided except where required to restrict access as set forth in Section 10.3.10. Otherwise, where double frontage lots are used, the frontage not providing principal access shall be treated with a landscaped berm or equivalent landscaped area, as specified in Section 9.2.2, Table 9.1 (Note 5)	drainage plan for the development. Storm drains carrying water from street rights-of-way shall be placed along lot lines where practical. Lot boundaries shall be made to coincide with natural and pre-existing man-made drainage ways to the extent practical to avoid the creation of lots that can be built upon only by altering such drainage ways. 3. Lots shall be arranged with due consideration given to not disturbing wetlands and other such natural features. No lots shall be created / platted to contain any wetlands within major residential subdivisions. 4. Side lines of lots shall be at or near right angles or radial to street lines. C. Lots not intended for Building Purposes. Parcels created through the development process which are not intended for building purposes shall be designated and perpetually bound as "not buildable" unless subsequently released through the development process. D. Street Access Public street access and frontage shall meet the requirements set forth in the UDO. Lots within major residential developments are to access via internal streets only. Lots accessed via an alley shall not use such alleys to serve as their required road frontage. E. Lots with Double Frontage Lots with double frontage shall be prohibited to restrict access to existing or proposed arterial or collector streets. A fee-simple landscaped area shall be provided to separate the rear of the lot(s) from the adjoining roadway, as specified in Section 9.2.2, Table 9.1 (Note 5)
40.0.0 Death and Ones Ones -	Current:	Proposed:
10.3.9 Park and Open Space Dedication, D. Fee in lieu of Open Space Dedication, 3.	3 City Council reserves the right to require a minimum amount of open space for any planned district that meets the criteria outlined in 10.3.9C.	City Council reserves the right to require a minimum amount of open space for any planned district that meets the criteria outlined in Section 10.3.9, C.
	Current:	Proposed:
10.3.9 Park and Open Space	NA	(new) 10.3.9, F.3. Once a subdivision or developments actions
Dedication, F. Exemptions		classifies a parcel status as a major
from Park and Open Space Dedication		subdivision/development, any subsequent
Dedication		development is considered an expansion of that
	Current	major subdivision or development.
	Current: All major subdivisions and other developments with	Proposed: All major subdivisions and other developments with
40 2 0 David and Oct. 11 Oct.	common areas shall form a Homeowners or Property	common areas shall form a Homeowners or Property
10.3.9 Park and Open Space Dedication, G.	Owners Association whom shall perpetually maintain	Owners Association who shall perpetually maintain
Bouloution, C.	all open space, detention ponds, amenities,	all open space, detention ponds, amenities,
	landscape areas and other commonly owned facilities.	landscape areas and other commonly owned facilities.
	Current:	Proposed:
	Where a development abuts or contains an existing or	10.3.10 RESERVED
10.3.10 Restriction of Access	proposed arterial, the Planning Commission may require marginal access streets or through lots with screen planting. In some instances, the Planning	The language within this section was relocated to Section 10.3.8

10.3.11 Construction in Public Right-of-Way and Easements	screen easement of at least ten (10) feet, across which there shall be no right of access along the line of lots abutting a traffic artery or other disadvantageous use. Screen planting and landscaping shall be determined under Article 9, Landscaping and Buffering. Current: The design and construction of any facilities, whether required or provided, within public rights-of-way and easements, shall be in accordance with design standards (Article 6) and construction standards (Article 10). Design of all facilities must meet standards of appropriate governing agencies. A. No structures are permitted to be constructed and/or located within a public drainage easement owned and maintained by the City of Conway.	Proposed: The design and construction of any facilities, whether required or provided, within public rights-of-way and easements, shall be in accordance with design standards (Article 6) and land development standards (Article 10). Design of all facilities must meet standards of appropriate governing agencies. A. Except as otherwise specified throughout the UDO, no structures are permitted to be constructed and/or located within a public drainage easement owned and maintained by the City of Conway.		
10.3.12 Subdivision Street Design	Current: See Article 7 for detailed design standards for residential streets.	Proposed: See Section 7.1.4 and Section 10.9 for detailed design standards for residential streets.		
10.3.17 Wastewater Pump Facilities	Current: A dedicated piece of land or parcel shall be required for the location of a wastewater pump/lift station within a new subdivision development. The following requirements shall determine the site design, screening, and landscaping of wastewater facilities where wastewater pump is required upon approval by Technical Review Committee. A. Site Design Requirements 1. A minimum twenty-five (25) feet square area shall be provided for a wastewater pump / lift station. 2. A wastewater lift station shall be sited in an open space/buffer area or community greenspace, to the rear of residential properties. 3. The wastewater lift station shall not be designed in line of the sight of residential homes. 4. A fifty (50) feet buffer shall be provided between the exterior property line and the wastewater pump facility. 5. A dedicated thirty (30) feet paved or gravel driveway shall be provided to allow access for service vehicles to the wastewater pump site. Access easements on residential properties shall not be allowed. C. Landscaping 1. All wastewater station sites shall be screened as appropriate for the surrounding subdivision development. 2. Landscape design and materials shall meet the same requirements for landscaping as required by the conditions of approval for the project.	Proposed: A dedicated piece of land or parcel shall be required for the location of a wastewater pump/lift station within a new subdivision development. The following requirements shall determine the site design, screening, and landscaping of wastewater facilities where wastewater pump is required upon approval by Technical Review Committee. A. Site Design Requirements 1. A minimum fifty (50) feet by fifty (50) feet area (2,500 sq. ft.) shall be provided for a wastewater pump/lift station. 2. A wastewater lift station shall be contained in an open space/buffer area or community greenspace, to the rear of residential properties. 3. The wastewater lift station shall not be designed in line of the sight of residential homes; except as otherwise approved by the Technical Review Committee (TRC). 4. A fifty (50) feet landscape buffer shall be provided between the exterior property line and the wastewater pump facility, located on property owned and maintained by the HOA/POA. 5. A dedicated thirty (30) feet easement (paved or gravel) shall be provided to allow access for service vehicles to the wastewater pump site. Access easements across residential parcels shall be prohibited. C. Landscaping 1. All wastewater station sites shall be screened as appropriate for the surrounding subdivision development. 2. Landscape design and materials shall meet the same requirements for		

	T		
	 Flowering plants shall be used for landscaping along exterior perimeter of the facility. Landscaping shall not be done within the site but shall surround the perimeter of the site or as required by the Conway Planning Department. Variations to the minimum requirements may be allowed with the approval of the Planning Director. 	landscaping as required by the conditions of approval for the project. 3. Flowering plants shall be used for landscaping along the exterior perimeter of the facility. 4. Landscaping shall not be done within the site but shall surround the perimeter of the site or as required by the Technical Review Committee (TRC). 5. The upkeep and perpetual maintenance of the landscaping shall be the responsibility of the HOA/POA.	
10.3.20 Street Addresses, A., 3	Current: 3. Street address numbers shall be assigned by the building inspector or his agent.	Proposed: 3. Street address numbers shall be assigned by the building inspector or their agent.	
10.3.20 Street Addresses, A.	Current: NA	Proposed (new): 4. Except as otherwise approved by TRC, street numbers shall be installed on the building façade determined as being the 'front' of the building, residence, or other structure.	
10.3.20 Street Addresses, F.	Current: For the purpose of facilitating correct numbering, a map book of all streets, avenues, and public ways within the City of Conway showing the proper numbers of all houses or other buildings fronting upon all streets, avenues, or public ways shall be kept on file by the Planning Department. The map book shall be open to inspection of all persons during the normal office hours of the Planning Department.	Proposed: For the purpose of facilitating correct numbering, a map book of all streets, avenues, and public ways within the City of Conway showing the proper numbers of all houses or other buildings fronting upon all streets, avenues, or public ways shall be kept on file by the Planning Department. (last sentence removed)	
10.4.1 General Requirements for Conservation Subdivisions, K. Permitted Uses of Open Space, 7.	Current:7. Other conservation-oriented uses compatible with the purposes of this ordinance	 Proposed: 7. Other conservation-oriented uses that are compatible with the purposes of this ordinance. 	
10.5.1 General, B.	Current:Provided, however, the Planning Director may not approve a phasing plan when in his opinion such phasing will not provide for adequate public facilities to support any such phase or phases independent of the overall development plan.	Proposed:Provided, however, the Planning Director may not approve a phasing plan when in their opinion such phasing will not provide for adequate public facilities to support any such phase or phases independent of the overall development plan.	
10.5.6 Street Name Signs	Current: Standard street name signs shall be installed prior to the recording of a Final Plat. Street name signs shall be installed at all intersections in accordance with City Standards. The applicant may, however, with the approval of the Planning Director, install a different street name sign type at no cost to the City. The Planning Director shall approve the design and material of such signs. In such case, the applicant or his successors or assignees shall be responsible for replacing such signs in instances of loss, damage or deterioration; otherwise, the City will replace such signs with its standard sign. The developer or HOA/POA shall reimburse the City for the expense of such replacement.	Proposed: Standard street name signs shall be installed prior to the recording of a Final Plat. Street name signs shall be installed at all intersections in accordance with City Standards. The applicant may, however, with the approval of the Public Works Director, install a different street name sign type at no cost to the City. The Public Works Director shall approve the design and material of such signs. In such case, the applicant or their successors or assignees shall be responsible for replacing such signs in instances of loss, damage or deterioration; otherwise, the City will replace such signs with its standard sign. The developer or HOA/POA shall reimburse the City for the expense of such replacement.	
10.5.12 Centralized Mail Delivery Systems, A. Cluster	Current: CBU locations and equipment type shall be reviewed and approved by USPS. Such approval shall be	Proposed:	

Box Units (CBU's), 2. Location Standards, d.	submitted to the Planning Department. Final Plats for each phase of development shall not be approved without the approval of USPS.	CBU locations and equipment type are subject to review and approval by the USPS. Approvals shall be submitted to the Planning Department.	
10.5.12 Centralized Mail Delivery Systems, B. Centralized Mail Delivery Kiosks, 2. Location Standards, c.	Current: Mail kiosk locations and equipment type shall be reviewed and approved by the USPS. Such approvals shall be submitted to the Planning Department. Final plats for each phase of development shall not be approved without the approval of the USPS.	(last sentence of this section removed) Proposed: Mail kiosk locations and equipment type are subject to review and approval by the USPS. Such approvals shall be submitted to the Planning Department.	
10.5.12 Centralized Mail Delivery Systems, C. Other Requirements, 2.	Current: Appropriate landscaping shall be provided around individual cluster box units and/or centralized mail kiosks.	Proposed: Appropriate landscaping, as determined by the TRC, shall be provided around individual cluster box units and/or centralized mail kiosks.	
10.6.1 Financial Guarantee in Lieu of Immediate Installation for Approval	Current:The initial cost estimate shall be the responsibility of the applicant and certified by the TRC, but the approval of the final cost estimate shall be made by the TRC.	Proposed:The initial cost estimate shall be the responsibility of the applicant and certified by the TRC. Approval of the final cost estimate shall be made by the TRC.	
10.6.1 Financial Guarantee in Lieu of Immediate Installation for Approval, A. Cash or Equivalent Security:	Current:No other surety forms shall be acceptable. The amount of deposit shall be equal to one hundred and twenty-five percent (125%) of the estimated cost as approved by the Technical Review Committee of installing all required improvements. The initial cost estimate shall be the responsibility of the applicant and certified by the TRC, but the approval of the final cost estimate shall be made by the Technical Review Committee.	Proposed:No other surety forms shall be acceptable. The amount of deposit shall be equal to one hundred and twenty-five percent (125%) of the estimated cost as approved by the Technical Review Committee (TRC) of installing all required improvements. The initial cost estimate shall be the responsibility of the applicant and certified by the TRC, but the approval of the final cost estimate shall be made by the TRC.	
10.6.2 Duration of Financial Guarantees, A.	Current: The initial duration of a financial guarantee shall be a maximum of twelve (12) months, approved by City Council.	Proposed: The initial duration of a financial guarantee shall be a maximum of twelve (12) months, approved by the TRC.	
10.6.4 Release of Guarantee Security	Current: The Planning Director may release a portion or all of any security posted as the improvements are completed and approved by the Technical Review Committee. Prior to such release the applicant shall provide the Planning Director with a set of 'as built' drawings certified by the Technical Review Committee.	Proposed: The Planning Director may release a portion or all of any security posted as the improvements are completed and approved by the Technical Review Committee (TRC). Prior to such release, the site shall be inspected by the TRC to ensure such improvements have been installed, and the applicant shall provide the Planning Director with a set of 'as built' drawings certified by the TRC.	
10.6.5 Warranty Against	Current: Prior to the acceptance of any improvements in any development, the applicant shall submit a dedication package (e.g. roadways) with the final plat for consideration by City Council.	Proposed: Prior to the acceptance of any improvements in any development, the applicant shall submit a dedication package (e.g. roadways, drainage) with the final plat for consideration by City Council.	
Defects	Should the applicant fail to act in a timely manner, or otherwise fail to correct the defect(s), the Planning Director shall find the applicant in default and proceed in the same manner as provided for in this Article for default.	Should the applicant fail to act in a timely manner, or otherwise fail to correct the defect(s), the applicant shall be considered to be in default, and the City shall proceed in the same manner as provided for in this Article for default.	
10.6.6 Stormwater Warranty and Maintenance Responsibility	Current: Facilities maintained by the City shall be designed and constructed consistent with the requirements of the City's Stormwater Management and Sediment Control Ordinance (Title 3, Chapter 6 of the City's Code of	Proposed: Facilities maintained by the City shall be designed and constructed consistent with the requirements of the City's Stormwater Management and Sediment Control Ordinance (Title 3, Chapter 6 of the City's	

10.8.2 Vested Rights Duration and Conditions	Ordinances) and dedicated to the City by deed with attached record drawings and a one-year warranty for defects in materials and workmanship. Such financial guarantee shall be held by the City for a period of one (1) year following dedication of said improvements to the City. Financial guarantees shall be in the form of a financial guarantee as provided for in this Article. Current: The City of Conway shall not require a landowner to waive his vested rights as a condition of approval of a site-specific development plan. Code of Ordinances) and dedicated to the City by deed with attached record drawings and a three (3) year warranty for defects in materials and workmanship. Such financial guarantee shall be held by the City for a period of three (3) years following dedication of said improvements to the City. Financial guarantees shall be in the form of a financial guarantee as provided for in this Article. Proposed: The City of Conway shall not require a landowner to waive their vested rights as a condition of approval of a site-specific development plan.
	Current: Proposed:
	10.9.1 The Road Dedication Process 10.9.1 The Road Dedication Process
	 Submit Plans. Construction plans are submitted to the Planning Department for review and approval by the Technical Review Committee as part of the subdivision review process. Submit Plans. Construction plans are submitted to the Planning Department for review and approval by the Technical Review Committee as part of the subdivision review process. Submit Initial Dedication Documents. Including
10.9.1 The Road Dedication Process, 1-8	Developer Easement, Roadway Deed, Drainage Easements, Warranty Agreement, Joinder and Consent to dedicate prior to the start of construction. Final Plat or Bonded Final Plat shall not be approved by the Planning Director or Technical Review Committee until those documents are received. B. Submit Initial Dedication Documents. Including Developer Easement, Roadway Deed, Drainage Easements, Warranty Agreement, Joinder and Consent to dedicate prior to the start of construction. Final Plat or Bonded Final Plat shall not be approved by the Planning Director or Technical Review Committee until those documents are received.
	receipt and approval by the Technical Review Committee of all the above items, all other regulatory permits, and following a preconstruction conference attended by the project design engineer, the project contractor and the city construction inspector, construction may commence. C. Start Construction. Upon plan approval and receipt and approval by the Technical Review Committee of all the above items, all other regulatory permits, and following a preconstruction conference attended by the project design engineer, the project contractor and the city construction inspector,
	 Inspection of Road and Drainage Construction. Periodic inspections by the Technical Review Committee and/or their designee(s) are required as listed under Inspection section. Inspection of Road and Drainage Construction may commence. Inspection of Road and Drainage Construction in a construction of Road and Drainage Inspection of Road and Drainage
	 Submit "as-Built" Plans and Certification of Non-Litigation. Upon completion of construction and final inspection approval, the "As-Built" Plans and Certification of Non-Litigation shall be submitted to the Technical Review Committee. Submit "as-Built" Plans and Certification of Non-Litigation. Upon completion of construction and final inspection approval, the
	 6. Submit "Warranty Agreement". The developer shall be notified of the upcoming dedication presentation to City Council and the developer shall provide the necessary Warranty Agreement and required surety to the Technical Review Committee prior to said meeting. "As-Built" Plans and Certification of Non-Litigation shall be submitted to the Technical Review Committee. F. Submit "Warranty Agreement". The developer shall be notified of the upcoming dedication presentation to City Council and the developer
	7. City Council. Once all necessary documentation has been received and approved by the Technical Review Committee the road dedication resolution shall be presented by the Technical City Council. Once all necessary Warranty Agreement and required surety to the Technical Review Committee prior to said meeting. G. City Council. Once all necessary
	Review Committee to City Council for documentation has been received and

- acceptance. Following approval by City Council, the final plat will be approved for recording by the Technical Review Committee and Planning Director assuming all other requirements of the UDO have been met.
- Warranty Period. The Warranty Period shall run for a minimum of three years from date of acceptance by City Council. Thirty-four months after acceptance, or at any time that deficiencies are discovered, a warranty inspection shall be performed by the Technical Review Committee or his designee, the developer shall then be notified in writing of the results. Deficient items must be repaired or replaced within thirty (30) days of said written notice or the City may require payment from the surety to provide funds to make the necessary repairs. All repairs are expected to be good quality workmanship meeting City of Conway construction standards and shall be subject to an additional one-year warranty.
- approved by the Technical Review Committee the road dedication resolution shall be presented by the Technical Review Committee to City Council for acceptance. Following approval by City Council, the final plat will be approved for recording by the Technical Review Committee and Planning Director assuming all other requirements of the UDO have been met.
- H. Warranty Period. The Warranty Period shall run for a minimum of three years from date of acceptance by City Council. Thirty-four months after acceptance, or at any time that deficiencies are discovered, a warranty inspection shall be performed by the Technical Review Committee or their designee, the developer shall then be notified in writing of the results. Deficient items must be repaired or replaced within thirty (30) days of said written notice or the City may require payment from the surety to provide funds to make the necessary repairs. All repairs are expected to be good quality workmanship, meeting City of Conway construction standards, and shall be subject to an additional one-year warranty.

Current:

10.9.2 General Requirements

- Eligibility for Acceptance A road or street will be eligible for acceptance into the City of Conway maintenance system only after meeting all the requirements listed herein.
- Public Benefit and Access The road being dedicated must serve a public benefit by providing access to two or more parcels of land or as a connection between existing roads and must connect to an existing public road.
- 3. Plan Submittal and Review Construction plans must be submitted to the City of Conway through the Planning Department for review and approval by the City Staff prior to the start of any construction. Plans must be prepared by a licensed Civil Engineer in the State of South Carolina. No inspections will be performed without approved plans. In addition to the construction plans, a preliminary plat showing the roadways and drainage easements to be dedicated is to be prepared by a licensed Land Surveyor in the State of South Carolina and submitted to the City Planner along with the initial dedication documents.
- 4. Warranty Period Roadways accepted for dedication by the City shall be conditionally accepted, subject to a minimum three-year warranty for workmanship and materials. During this period the City shall only perform the minimum maintenance necessary to correct unsafe situations. Repair of all other defects or

Proposed:

10.9.2 General Requirements

- A. Eligibility for Acceptance A road or street will be eligible for acceptance into the City of Conway maintenance system only after meeting all the requirements listed herein.
- B. Public Benefit and Access The road being dedicated must serve a public benefit by providing access to two or more parcels of land or as a connection between existing roads and must connect to an existing public road.
- C. Plan Submittal and Review Construction plans must be submitted to the City of Conway through the Planning Department for review and approval by the City Staff prior to the start of any construction. Plans must be prepared by a licensed Civil Engineer in the State of South Carolina. No inspections will be performed without approved plans. In addition to the construction plans, a preliminary plat showing the roadways and drainage easements to be dedicated is to be prepared by a licensed Land Surveyor in the State of South Carolina and submitted to the City Planner along with the initial dedication documents.
- D. Warranty Period Roadways accepted for dedication by the City shall be conditionally accepted, subject to a minimum three-year warranty for workmanship and materials. During this period the City shall only perform the minimum maintenance necessary to correct unsafe situations. Repair of all other defects or

10.9.2 General Requirements, **1-6**

- deficiencies shall be the responsibility of the developer. Damage caused by construction activities of the developer's contractors or contractors working for purchasers of lots shall be the responsibility of the developer.
- 5. Warranty Agreement The Warranty Agreement form shall be executed by the developer(s) and forms the basis for the warranty by the developer to the City of Conway.
- Warranty Surety Warranty surety in the form of an irrevocable standby letter of credit issued by a bank doing business in South Carolina or cashier's check or cash shall be provided prior to presentation of the dedication to City Council. The time period of the letter of credit must be sufficient so as to be in effect sufficient to allow time for City staff and City Council acceptance. Typically, a 38-month period will be sufficient to allow for City staff and City Council to finalize the acceptance process. This surety may be used by the City to make necessary repairs to the roads or drainage systems in the event that the developer fails to respond to the City's request to make said repairs in a timely manner. The letter of credit shall contain the following items; a) the beneficiary shall be The City of Conway; and b) drafts may be drawn by written notification on official City letterhead, signed by an authorized representative of the City of Conway stating the failure of the developer to meet the requirements of the conditional roadway dedication to the City. The letter of credit cannot require sight drafts only. In lieu of a letter of credit, a cashier's check or cash can be posted in the appropriate amount. No other surety forms shall be acceptable.
 - a. Warranty Surety Amount The amount of surety shall be equal to \$15 per linear foot of 2-lane roadway. Roads with additional lanes shall have additional surety equal to \$5 per in linear foot for each lane of roadway.
 - Utility Easements The City of Conway Developer Easement shall be provided to the City prior to the start of any construction. This easement is intended to protect the City's rights. The City cannot accept title to roadways or drainage easements which are encumbered by previous easements granted to other parties. If easement(s) are granted to utility companies or other parties in areas that are intended to be dedicated to the City of Conway prior to the above-mentioned easement being granted to the City, then the Utility Joinder and Consent Form must be signed by the easement grantee (i.e. utility company).

- deficiencies shall be the responsibility of the developer. Damage caused by construction activities of the developer's contractors or contractors working for purchasers of lots shall be the responsibility of the developer.
- E. Warranty Agreement The Warranty Agreement form shall be executed by the developer(s) and forms the basis for the warranty by the developer to the City of Conway.
- F. Warranty Surety - Warranty surety in the form of an irrevocable standby letter of credit issued by a bank doing business in South Carolina or cashier's check or cash shall be provided prior to presentation of the dedication to City Council. The time period of the letter of credit must be sufficient so as to be in effect sufficient to allow time for City staff and City Council acceptance. Typically, a 38-month period will be sufficient to allow for City staff and City Council to finalize the acceptance process. This surety may be used by the City to make necessary repairs to the roads or drainage systems in the event that the developer fails to respond to the City's request to make said repairs in a timely manner. The letter of credit shall contain the following items; a) the beneficiary shall be The City of Conway; and b) drafts may be drawn by written notification on official City letterhead, signed by an authorized representative of the City of Conway stating the failure of the developer to meet the requirements of the conditional roadway dedication to the City. The letter of credit cannot require sight drafts only. In lieu of a letter of credit, a cashier's check or cash can be posted in the appropriate amount. No other surety forms shall be acceptable.
 - Warranty Surety Amount The amount of surety shall be equal to the city's current contracted amount per linear foot of 2-lane roadway. Roads with additional lanes shall have additional surety equal to the city's current contracted amount per linear foot for each lane of roadway.
 - 2. Utility Easements The City of Conway Developer Easement shall be provided to the City prior to the start of any construction. This easement is intended to protect the City's rights. The City cannot accept title to roadways or drainage easements which are encumbered by previous easements granted to other parties. If easement(s) are granted to utility companies or other parties in areas that are intended to be dedicated to the City of Conway prior to the above-mentioned

		accompatibility granted to the Oit of
	c. General Joinder and Consent to Dedicate - The Joinder and Consent to Dedicate form must be signed by any parties who hold a mortgage or lien on the subject property.	easement being granted to the City, then the Utility Joinder and Consent Form must be signed by the easement grantee (i.e. utility company). 3. General Joinder and Consent to Dedicate – The Joinder and Consent to Dedicate form must be signed by any parties who hold a mortgage or lien on the subject property.
	Current:	Proposed:
	10.9.3 Basic Design Requirements	10.9.3 Basic Design Requirements
	All the requirements below shall be subject to review, inspection and approval by TRC.	All the requirements below shall be subject to review, inspection and approval by TRC.
10.9.3 Basic Design Requirements, 1-14	Road right-of-way shall be a minimum of fifty (50) feet wide for residential access and sub collector roads, greater width required for other road classifications in accordance with Article 7. Additional right-of-way width may be required in areas of excessive cut and fill or to encompass wider drainage ditches.	A. Road right-of-way shall be a minimum of fifty (50) feet wide for residential access and sub collector roads, greater width required for other road classifications in accordance with Article 7. Additional right-of-way width may be required in areas of excessive cut and fill or to encompass wider drainage ditches.
	2. Roadside drainage system and culverts shall be required to convey runoff from the 25-year storm event. Culverts under arterial roads shall be designed to convey runoff from the 50-year storm event.	B. Roadside drainage system and culverts shall be required to convey runoff from the 25-year storm event. Culverts under arterial roads shall be designed to convey runoff from the 50-year storm event.
	3. Roadside ditches, if allowed, shall be a minimum of twelve (12) inches below finished crown elevation unless a curb and gutter system is utilized or required. Roadside shoulders shall be a minimum of 4 feet wide. Side slopes of roadside ditches shall be a maximum of 4:1 to allow ease of maintenance. Additional right-ofway width shall be required to accommodate any ditches greater than 2 feet deep.	C. Roadside ditches, if allowed, shall be a minimum of twelve (12) inches below finished crown elevation unless a curb and gutter system is utilized or required. Roadside shoulders shall be a minimum of 4 feet wide. Side slopes of roadside ditches shall be a maximum of 4:1 to allow ease of maintenance. Additional right-of-way width shall be required to accommodate any ditches greater than 2 feet deep.
	Roadway alignment and grade should be designed to allow for adequate drainage and safety to the public and shall be approved by TRC before construction begins.	D. Roadway alignment and grade should be designed to allow for adequate drainage and safety to the public and shall be approved by TRC before construction begins.
	 5. Road shall be crowned with a slope of one-quarter (1/4) inch per foot. Longitudinal slope shall be a minimum of 0.50%. 6. Stormwater shall not be designed to flow across 	E. Road shall be crowned with a slope of one- quarter (1/4) inch per foot. Longitudinal slope shall be a minimum of 0.50%.
	streets or through intersections unless existing site conditions make it impossible or highly impractical to do otherwise. Final determination of feasibility in this case is at the sole judgment of the City staff. Typically catch basins and culverts shall be provided to convey stormwater from one side of the road or intersection to another.	F. Stormwater shall not be designed to flow across streets or through intersections unless existing site conditions make it impossible or highly impractical to do otherwise. Final determination of feasibility in this case is at the sole judgment of the City staff. Typically catch basins and culverts shall be provided to convey stormwater from one side of the road or
	7. All piping located within the public right-of-way or within a drainage easement dedicated or proposed for dedication to the City shall be RCP Class III as a minimum.	intersection to another. G. All piping located within the public right-of-way or within a drainage easement dedicated or

- 8. Unsuitable sub-grade material will require undercutting as determined by the developer's engineer with the approval of the Technical Review Committee and replaced with suitable granular material. Alternate sub-grade improvements such as soil-cement, lime stabilization, calcium chloride, or stabilization fabric or geo-grid may be substituted if recommended by a geotechnical engineer and approved by TRC. Upon completion of the work, the geotechnical engineer shall certify that the improvements were constructed in conformance with the approved recommendations.
- 9. Underdrains shall be required beneath all curb and gutters unless a geotechnical investigation shows that the soils are highly permeable and the seasonal high-water table, as certified by a geotechnical engineer, is more than 2 feet below the bottom of the road base. Underdrain design and location is subject to approval by TRC.
- 10. Prime coats shall be applied to all base material and allowed to properly cure prior to paving. Prime will not be required when more than 2 inches of compacted asphalt is to be used.
- 11. Shoulder and ditch grassing will be required. A good stand of permanent grass shall be present 90 days after the final inspection, or the area shall be re-seeded or sodded. If a good stand of permanent grass has not become established within 180 days, sodding may be required by TRC.
- 12. Traffic control signs and pavement markings shall comply with the South Carolina Manual of Uniform Traffic Control Devices and SCDOT specifications for highway signs and pavement markings.
- 13. Entrance features, signs, street lighting, sidewalks, trees, landscaping and irrigation systems may be permitted within right-of-ways subject to review and approval and issuance of an encroachment permit from the Technical Review Committee following approval of all other required City Boards and staff. The developer or a HOA will be responsible for maintenance of said items.
- 14. All other roadway construction, drainage construction, or safety items not specifically listed above shall meet the current SCDOT standards as a minimum.

- proposed for dedication to the City shall be RCP Class III as a minimum.
- H. Unsuitable sub-grade material will require undercutting as determined by the developer's engineer with the approval of the Technical Review Committee and replaced with suitable granular material. Alternate sub-grade improvements such as soil-cement, lime stabilization, calcium chloride, or stabilization fabric or geo-grid may be substituted if recommended by a geotechnical engineer and approved by TRC. Upon completion of the work, the geotechnical engineer shall certify that the improvements were constructed in conformance with the approved recommendations.
- I. Underdrains shall be required beneath all curb and gutters unless a geotechnical investigation shows that the soils are highly permeable and the seasonal high-water table, as certified by a geotechnical engineer, is more than 2 feet below the bottom of the road base. Underdrain design and location is subject to approval by TRC.
- J. Prime coats shall be applied to all base material and allowed to properly cure prior to paving. Prime will not be required when more than 2 inches of compacted asphalt is to be used.
- K. Shoulder and ditch grassing will be required. A good stand of permanent grass shall be present 90 days after the final inspection, or the area shall be re-seeded or sodded. If a good stand of permanent grass has not become established within 180 days, sodding may be required by TRC.
- L. Traffic control signs and pavement markings shall comply with the South Carolina Manual of Uniform Traffic Control Devices and SCDOT specifications for highway signs and pavement markings.
- M. Entrance features, signs, street lighting, sidewalks, trees, landscaping and irrigation systems may be permitted within rights-of-way subject to review and approval and issuance of an encroachment permit from the Technical Review Committee following approval of all other required City Boards and staff. The developer or a HOA will be responsible for maintenance of said items.
- N. All other roadway construction, drainage construction, or safety items not specifically listed above shall meet the current SCDOT standards as a minimum.

10.9.4 Construction Standards

Current:

10.9.4 Construction Standards

Current:

10.9.4 Construction Standards

- 1. General
 - In addition to all standards previously listed, the following construction standards are required:
 - a. Clearing and grubbing: All work will be required to conform to requirements and standards as set forth by the SCDOT Specifications, most recent edition.
 - b. Subgrade: As specified in Section 208, SCDOT Specifications, or sound, undisturbed natural subsoils compacted to 95% Modified Proctor. The subgrade shall be proof-rolled with a 20-ton load on a tandem axle truck. Independent compaction testing shall also be required.
- Base Courses: To be one of the following types and shall be proof-rolled with a 20-ton tandem axle truck and independent compaction tests will be required. The minimum acceptable compaction shall be 100% modified proctor for all base materials.
 - **a.** Soil aggregate, (coquina) as specified in Section 304, SCDOT Specifications.
 - **b.** Stabilized Aggregate as specified in Section 305, SCDOT Specifications.
 - c. Cement Stabilized Aggregate as specified in Section 308, SCDOT Specifications
 - Hot Laid Asphalt Aggregate Base specified in Section 311, SCDOT Specifications.
- Surface Course: Hot Laid Asphalt Concrete Surface Course: Type I and Type III as specified in Section 403, SDCOT Specifications.
- 4. Paving Tolerances: The <u>average</u> of the core samples shall be at least the minimum required paving depth. No individual core depth shall be less than 90% of the minimum required depth. Where areas of inadequate depth are found, additional cores shall be taken to define the deficient area. The deficient area shall be removed and replaced in a curb and gutter situation or overlaid if no curbing is present. Overlay shall be a 1" minimum depth. Paving "birdbaths" shall be no larger than 20 s.f. and no greater than 3/16" deep when measured with an 8 ft. straightedge.
- 5. Traffic Control Signs shall be in accordance with the South Carolina Manual of Uniform Traffic Control Devices as required by State law. Speed limit signs shall be posted at the entrances to developments and at appropriate intervals within the development. All traffic control sign surfaces shall be Type III High Intensity Sheeting. Signs in residential subdivisions may be mounted on

- A. General: In addition to all standards previously listed, the following construction standards are required:
 - Clearing and grubbing: All work will be required to conform to requirements and standards as set forth by the SCDOT Specifications, most recent edition.
 - 2. Subgrade: As specified in Section 208, SCDOT Specifications, or sound, undisturbed natural subsoils compacted to 95% Modified Proctor. The subgrade shall be proof-rolled with a 20-ton load on a tandem axle truck. Independent compaction testing shall also be required.
- B. Base Courses: To be one of the following types and shall be proof-rolled with a 20-ton tandem axle truck and independent compaction tests will be required. The minimum acceptable compaction shall be 100% modified proctor for all base materials.
 - Soil aggregate, as specified in Section 304, SCDOT Specifications.
 - Stabilized Aggregate as specified in Section 305, SCDOT Specifications.
 - Cement Stabilized Aggregate as specified in Section 308, SCDOT Specifications
 - Hot Laid Asphalt Aggregate Base specified in Section 311, SCDOT Specifications.
- C. Surface Course: Hot Laid Asphalt Concrete Surface Course: Type I and Type III as specified in Section 403, SDCOT Specifications.
- D. Paving Tolerances: The average of the core samples shall be at least the minimum required paving depth. No individual core depth shall be less than 90% of the minimum required depth. Where areas of inadequate depth are found, additional cores shall be taken to define the deficient area. The deficient area shall be removed and replaced in a curb and gutter situation or overlaid if no curbing is present. Overlay shall be a 1" minimum depth. Paving "birdbaths" shall be no larger than 20 square feet and no greater than 3/16" deep when measured with an 8 ft. straightedge.
- E. Traffic Control Signs shall be in accordance with the South Carolina Manual of Uniform Traffic Control Devices as required by State law. Speed limit signs shall be posted at the entrances to developments and at appropriate intervals within the development. All traffic control sign surfaces shall be Type III High Intensity Sheeting. Signs in residential

	 treated wood 4 x 4 posts or steel u-channels. Signs in other areas shall be mounted on steel u-channels. 6. Street Name Signs shall be the standard City of Conway, size and color and shall be mounted on steel posts with appropriate brackets. 7. Pavements striping of collector roads and arterials will be required, this shall include centerlines, edge lines (unless curb and gutter is used) land dividers, turn arrows, stop bars, and pedestrian crossings. All lane striping shall be latex-based. All striping shall be thermoplastic. 			F. Street N Conway on steel Pavements s will be requir lines (unless turn arrows, s lane striping s thermoplasti	n, size and col- posts with ap striping of col- ed, this shall in curb and gutt stop bars, and shall be latex-	channels. Signed on steel un hall be the storm and shall lepropriate brackets include centre is used) lad pedestrian	gns in other -channels. andard City of be mounted ackets. and arterials erlines, edge	
	Current: Base and Pavement Materials and Minimum Thickness TYPE OF			Proposed: Base and Pavement Materials and Minimum Thickness TYPE OF				
	FACILITY	BASE	BINDER	SURFACE	FACILITY	BASE	BINDER	SURFACE
10.9.5 Base and Pavement	Local Access	11" Coquina or 8" SABC	None required	2" Type I	Local Access	11" Soil Cement or 8" SABC	None required	2" Type I
Requirements	Sub- collector	11" Coquina or 9" SABC	None required	2.5" Type I	Sub- collector	11" Soil Cement or 9" SABC	None required	2.5" Type I
	Collector	14" Coquina or 10" SABC	1.5"	1.5" Type I or 3" Type I if Binder not used	Collector	14" Soil Cement or 10" SABC	1.5"	1.5" Type I or 3" Type I if Binder not used
	Arterial	17" Coquina or 12" SABC	2"	2" Type I	Arterial	17" Soil Cement or 12" SABC	2"	2" Type I
10.9.6 City of Conway Inspections	Current: If subsequent work is done prior to inspection, it is done so at the contractor's and developer's risk and may, upon decision of TRC, be required to be removed and reinstalled or have the quality substantiated by tests as determined by the Building Department.			Proposed: If subsequent work is done prior to inspection, it is done so at the contractor's and developer's risk and may, upon decision of TRC, be required to be removed and reinstalled or have the quality substantiated by tests as determined by the Construction Services and/or Public Works Departments.				
10.9.6 City of Conway Inspections, F.	Current: F. Core locations shall be marked by the Building Department and generally will be spaced approximately 500 ft. apart.			Constru Departn approxir	cations shall b oction Services nents and gen mately 500 ft.	s and/or Pub erally will be	lic Works	
10.9.7 City of Conway As- Built Requirements	Current:All the above information shall be provided to the Planning Director in a digital format, along with two (2) paper copies.			Planning Dep two (2) paper	ve informatior partment in a r copies.			
City of Conway Warranty Agreement	Current: WHEREAS, the Developer has lawfully developed and constructed a development in the City of Conway, South Carolina, known and identified as and in connection therewith has constructed, certain roadways, drainage ways, and other appurtenant road and drainage structures, and has dedicated those facilities to the City on Conway for public use and maintenance.			and construct Conway, Sou constructed, other appurte stormwater	infrastructur es to the City o	ment in the (nown and id ction therew vays, drainag d drainage st e) and has d	City of entified as ith has the ways, and ructures (e.g. edicated	
ADDED:					Letter of Cre	dit Template	(example)	

DATE: JULY 15, 2024

ITEM: III.E.

ISSUE:

Final reading of Ordinance #2024-07-15 (E) An ordinance granting a distribution right-of-way easement to the South Carolina Public Service Authority (Santee Cooper) across property of the City of Conway adjacent to Wright Boulevard at Racepath Avenue (PIN 368-03-01-0009).

BACKGROUND:

Santee Cooper is currently performing powerline upgrades on Wright Boulevard and Racepath Avenue to upgrade and replace lines and poles. This includes conversion of vertical lines into overhead lines with crossarms, installation of guy wires, and trimming of overhanging tree limbs. Easements are required of property owners within the subject work area, which includes the City of Conway for the property adjacent to Wright Boulevard at Racepath Avenue (PIN 368-03-01-0009).

City Council approved first reading on June 17, 2024.

RECOMMENDATION:

Approve final reading of Ordinance #2024-07-15 (E).

ORDINANCE #2024-07-15 (E)

GRANTING DISTRIBUTION RIGHT-OF-WAY EASEMENT TO THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY ACROSS PROPERTY OF THE CITY OF CONWAY ADJACENT TO WRIGHT BOULEVARD AT RACEPATH AVENUE

- **WHEREAS,** the City of Conway is a municipality duly organized and existing under the laws of the State of South Carolina; and
- WHEREAS, the City of Conway owns certain real property located adjacent to Wright Boulevard and bordered by Racepath Avenue on the west; and
- WHEREAS, South Carolina Public Service Authority desires a distribution right-of-way easement twenty (20) feet in width, extending ten (10') feet on either side of the center of wires, cables, or conduits; and
- WHEREAS, it is in the best interests of the City of Conway and its citizens that the City of Conway grant said easement to the South Carolina Public Service Authority: Therefore be it
- **ORDAINED,** by Conway City Council, in Council duly assembled, that the City of Conway does hereby grant unto the South Carolina Public Service Authority an easement over the referenced property, the easement being more particularly described on the right-of-way easement, the same being incorporated herein and made part and parcel hereof by reference; and be it further
- **ORDAINED,** that the City Administrator is hereby authorized to execute said right-of-way easement on behalf of the City of Conway.

EFFECTIVE DATE: This ordinance shall become effective as of the date of the final reading of this Ordinance.

RATIFIED BY CITY COUNCIL, duly assembled, this day, 2024.			
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem		
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member		
Julie Ann Hardwick, Council Member	Beth Helms, Council Member		
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk		
First Reading: June 17, 2024			
Final Reading:			

Link # 536615

STATE OF SOUTH CAROLINA)	DISTRIBUTION	PIN # 368-03-01-0009
)	RIGHT-OF-WAY	Racepath – City of Conway
COUNTY OF HORRY		

KNOW ALL MEN BY THESE PRESENTS, THAT City of Conway, of 229 Main Street, Conway, South Carolina 29526 (hereafter called Grantor(s)), in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, from South Carolina Public Service Authority (hereinafter called Grantee), hereby grants unto the Grantee the following described easement across a tract or development situated in the County of Horry, State of South Carolina; said tract of land containing 0.25 acre(s), more or less, and being more particularly described as "10710 Sq. Feet 0.25 Acres" on that certain map or plat entitled "RECONFIGURATION & ORIGINAL SURVEY OF LOT ON WRIGHT BLVD, U.S. HWY 378 & LOT ON CORNER OF RACEPATH AVE. CONWAY TOWNSHIP, HORRY COUNTY SOUTH CAROLINA PREPARED FOR SHAWN BABWAH" prepared by Culler Land Surveying III, Inc., dated May 12, 2017, and recorded on May 31, 2017, in Plat Book 275 at Page 225 in the Register of Deeds for Horry County.

The Grantor(s) hereby grants and conveys to Grantee, its successors and assigns, the perpetual right, privilege and authority to enter upon, construct, extend, inspect, operate, replace, relocate, allocate, repair and maintain upon, over, along, across, through and under the above described property as indicated on the plat above referred to, and also upon, over, along, across, through and under any and all streets, alleys, roads or other public ways or places of said development now existing or hereinafter laid out, various electric lines with such poles, wires, cross arms, guy wires, push brace, underground cables, conduits, manholes, transformer pads, switch gear, junction boxes, and other usual structures, transfer switches, fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business for distribution of electricity and communication of intelligence relating thereto, together with the right of ingress, egress, and access to and from such rights-of-way across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install guy wires, conductors, cross arms and service wires, along with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land Twenty (20') feet in width, extending Ten (10') feet on either side of the center of wires, cables, or conduits; provided, however, any damage to the property of Grantors (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, or excavating to install, repair, maintain, replace or remove underground manholes, shall be borne by Grantee, provided further, however, that Grantor agrees for itself, its successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines, and in case such structure is built, then the Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein.

The Grantor(s) agree(s) that all structures and facilities placed on or under said right-of-way by the South Carolina Public Service Authority shall remain the property of the South Carolina Public Service Authority, removable at its option.

The premises herein granted are taken from that certain property conveyed to the undersigned by Deed of Joy Thackoordeen, dated and recorded on June 25, 2021, in Deed Book 4435 at Page 3119 in the Register of Deeds for Horry County.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said South Carolina Public Service Authority, its successors and assigns forever.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against itself or its successors or assigns and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor(s) h	as duly executed this agreement, this the day of, 20
Signed, Sealed, and Delivered in the Presence of:	Grantors: City of Conway
1st witness signature	Signature
2 nd witness signature or Notary	Adam Emrick, City Administrator Print Name & Title
STATE OF)	A CUNOWI EDCMENT
STATE OF	ACKNOWLEDGMENT
, 20 by <u>C</u>	City of Conway by Adam Emrick its City Administrator.
Print Name of Notary Notary Public for	
My Commission Expires:	
(AFFIX SEAL)	
	Project Engineer: Chris Taylor
	RETURN TO: SANTEE COOPER Land Agent Jentry Ward 305-A GARDNER LACY ROAD MYRTLE BEACH, SC 29579-7248

DATE: JULY 15, 2024

ITEM: III.F.

ISSUE:

Final reading of Ordinance #2024-07-15 (F), an ordinance granting permanent and temporary easements to Dominion Energy across property of the City of Conway adjacent to Lake Busbee.

BACKGROUND:

Dominion Energy has been working with Santee Cooper to receive the right to two permanent easements and two temporary easements along the south side of the Lake Busbee property. Before this process can be completed, the property will transfer to ownership by the City of Conway. Now, the City must consider the easement.

The easement will allow Dominion Energy to construct and operate a 12-inch natural gas pipeline that will run from Conway to Myrtle Beach. As part of the agreement, Dominion accepts responsibility for any damage caused during construction or operation.

Dominion is requesting a permanent easement of 2.7 acres of land and a temporary construction easement of an additional 2.61 acres. Dominion agrees to pay the City \$11,355 in exchange for the easements.

City Council approved first reading on June 17, 2024

RECOMMENDATION:

Approve final reading of Ordinance #2024-07-15 (F).

ORDINANCE #2024-07-15 (F)

GRANTING DISTRIBUTION RIGHT-OF-WAY EASEMENT TO DOMINION ENERGY ACROSS PROPERTY OF THE CITY OF CONWAY ADJACENT TO LAKE BUSBEE

ORDAINED,

WHEREAS,	the City of Conway is a municipality duly organized and existing under the laws of the State of South Carolina; and
WHEREAS,	the City of Conway is contracted to purchase land including and adjacent to Lake Busbee; and
WHEREAS,	Dominion Energy seeks to build a 12-inch distribution pipeline across a portion of the property, for which Dominion Energy is requesting a 2.7-acre permanent easement and 2.61-acre temporary easement; and
WHEREAS,	it is in the best interests of the City of Conway and its citizens that the City of Conway grant said easement to Dominion Energy: Therefore be it
ORDAINED,	by Conway City Council, in Council duly assembled, that the City of Conway does hereby grant Dominion Energy an easement over the referenced property,

EFFECTIVE DATE: This ordinance shall become effective as of the date of the final reading of this Ordinance.

easement on behalf of the City of Conway.

that the City Administrator is hereby authorized to execute said right-of-way

RATIFIED BY CITY COUNCIL, duly, 2024.	assembled, this day of
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: June 17, 2024	
Final Reading:	

DATE: JULY 15, 2024

ITEM: III.G.

ISSUE

Final reading of ordinance #2024-07-15 (G) to transfer authority to conduct municipal elections in the City of Conway to the Horry County Election Commission

BACKGROUND

Historically, the City of Conway has held full authority to conduct all municipal elections. Because the City lacks dedicated staff for this purpose, the process has been burdensome and created the risk of staff shortages in the event of illness around election time. The City has the option to join other municipalities in the County and transfer authority to conduct elections to the Horry County Election Commission.

Horry County has a department dedicated to elections and will ensure a seamless transfer. The City will maintain authority for candidate filing and certification. The County will handle all responsibilities beyond that.

The City agrees to reimburse the County for costs related to election administration. These costs will be similar to what the City is already budgeting for this purpose. This action will also dissolve the City's election commission.

City Council approved first reading of Ordinance #2024-07-15 (G) on June 17, 2024.

RECOMMENDATION

Approve final reading of Ordinance #2024-07-15 (G) to transfer authority to conduct municipal elections to the Horry County Election Commission and authorize the City Administrator to enter into an Intergovernmental Agreement (IGA) with Horry County to give effect to the Ordinance.

ORDINANCE #2024-07-15 (G)

AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 8 ELECTIONS, TRANSFERRING OF AUTHORITY FROM THE CITY OF CONWAY TO THE HORRY COUNTY ELECTION COMMISSION FOR CONDUCTING THE CITY'S MUNICIPAL ELECTIONS

- **WHEREAS**, the City of Conway has traditionally handled administration of all municipal elections, and
- **WHEREAS**, City Council has recognized that handling of elections presents certain burdens and risks that could be eliminated by pursuing other alternatives, and
- **WHEREAS**, the Mayor and City Council desire to ensure municipal elections are conducted in compliance with state law and in the best interests of its citizens, and
- **WHEREAS**, Pursuant to Section 5-15-145, South Carolina Code of Laws, the City wishes to transfer authority to conduct municipal elections to the Horry County Election Commission, with the exception of filing and certification of candidates; and
- WHEREAS, the Conway City Council acknowledges as a condition of transfer, the City Council and Horry County Council must agree to terms of the transfer to include, but not limited to, the City bearing financial responsibility for expenses incurred by the County Election Commission in conducting the City's municipal elections; Therefore be it
- **ORDAINED,** by Conway City Council, in council duly assembled, that Chapter 8, Elections, be amended as attached hereto.

RATIFIED BY CITY COUNCIL, duly ass	embled, this day of, 2024.
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: <u>June 17, 2024</u>	
Final Reading:	

CHAPTER 8 Elections

State Law Reference: Municipal election commissions, S.C. Code, Sec. 5-I5-90, 5-I5-100.

Sec. 1-8-1 Terms of office.

- (a) The mayor and council members shall be elected for a term of four (4) years.
- (b) The term of the office of council members shall be staggered, so that one-half (½) of the membership shall be elected every two (2) years.

(Code 1978, Sec. I-800I)

State Law Reference: Terms of office for mayor and council members, S.C. Code, Sec. 5-I5-40.

Cross Reference: Form of government, Sec. I-I-I.

Sec. 1-8-2 Method of election.

- (a) The members of the city council shall be elected from the municipality at large.
- (b) The mayor shall be elected at large.

(Code 1978, Sec. I-8002)

State Law Reference: Methods of election, S.C. Code, Sec. 5-I5-20.

Sec. 1-8-3 Nonpartisan elections; procedure.

- (a) All regular and special elections for the offices of mayor and city council for the city held after adoption of this code shall be nonpartisan elections using the nonpartisan election and runoff election method pursuant to S.C. Code 1976, § 5-15-60.
 - (1) Candidate qualifications. A candidate filing for municipal office must be a registered voter and shall have resided within the city for at least four (4) months prior to the date of the election in which he is a candidate. The candidate shall offer proof of such residency as may be required by the municipal election commission at the time of filing.
 - (2) Filing fees. Filing fees for municipal offices shall be \$700 for mayor and \$425 for council and shall be turned in to the city clerk at the time the statement of candidacy is submitted.
- (b) Public notice for any election shall be given no later than 90 days prior to the election. The second notice shall be given two (2) weeks after the first notice. Candidates for the office of mayor and council shall file a statement of candidacy no earlier than 74 calendar days and no later than 60 calendar days prior to the date of any scheduled election and no earlier than 59 calendar days and no later than 45 calendar days prior to the date of any special election. The municipal election commission shall place the names of the qualified candidates upon the ballot.
- (c) Pursuant to section 5-15-60 of the 1976 Code of Laws of South Carolina except as otherwise provided in this section, results in elections of the city shall be determined by a majority of votes cast. A majority within the meaning of this section shall be determined as follows:
 - (1) When more than one (1) person is seeking election to a single office, the majority shall be ascertained by dividing the total votes cast for all candidates by two (2). Any excess of the sum so ascertained shall be a majority, and the candidate who obtains a majority shall be declared elected.

- (2) When more persons are seeking election to two (2) or more offices (constituting a group) than there are offices to be filled, the majority shall be ascertained by dividing the total votes cast for all candidates by the number of offices to be filled, and by dividing the results by two (2). Any excess of the sum so ascertained shall be a majority, and the candidates who obtained a majority shall be declared elected. If more candidates obtain a majority than there are offices to be filled, those having the highest vote (equal to the number of offices to be filled) shall be declared elected.
- (d) If no candidate for a single office receives a majority of the votes cast in the first election, or if an insufficient number of candidates receives a majority of the votes cast for a group of offices, a runoff election shall be held as herein provided:
 - (1) If no candidate for a single office receives a majority of the votes cast in the first election, a second election shall be conducted two (2) weeks later between the two (2) candidates receiving the largest number of votes in the first election who do not withdraw. The candidate receiving a majority of the votes cast in the runoff election shall be declared elected.
 - (2) If candidates for two (2) or more offices (constituting a group) are to be selected and aspirants for some or all of the positions within the group do not receive a majority of the votes cast in the first election, a second election shall be conducted two (2) weeks later between one (1) more than the number of candidates necessary to fill the vacant offices. The candidates receiving the highest number of the votes cast in the second election equal in number to the number to be elected shall be declared elected.

(Code 1978, Sec. 1-8003, as amended by Ord. of 12/11/78; Ord. No. 2009-05-11(A), 5/11/09; Ord. No. 2011-04-25(A), 4/25/11; Ord. No. 2023-08-07(G), 8/7/23)

<u>State Law Reference</u>: Public notice of elections, S.C. Code, Sec. 5-15-50; nonpartisan election and runoff method, S.C. Code, Sec. 5-15-60, 5-15-62.

Sec. 1-8-4 Time of elections.

- (a) Elections shall be held on the Tuesday following the first Monday in the month of November followed by a second election, if necessary, 14 days after the first election.
- (b) Conway city elections shall be held in odd-numbered years.
- (c) The change of election date is effective this 11th day of February, 2008.

(Code 1978, Sec. 1-8004, as amended by Ord. of 5/28/84: Ord. No. 2007-10-22(E), 11/12/07; Ord. No. 2008-02-11(A), 2/11/08)

Amendment Note: The Ord. of 5/28/84 changed the date of municipal elections from the first Tuesday in December to the date provided in subsection (a).

Sec. 1-8-5 Time of taking office.

The mayor and council members who are elected in any regular election shall take office at the first regular council meeting in January following the election.

(Code 1978, Sec. 1-8005; Ord. No. 2011-04-25(A), 4/25/11)

Sec. 1-8-6 Governance.

(a) Pursuant to Section 5-15-145 of the South Carolina Code of Laws, the City of Conway transfers its authority

to conduct municipal elections, as specified herein, to the Horry County Election Commission, with such transfer being effective upon the Horry County Council's acceptance of such transfer by ordinance. The City Council authorizes and directs the City Administrator to execute an Intergovernmental Agreement with Horry County that binds the City to the transfer of municipal elections as provided herein.

- (b) The City shall retain the responsibility for managing the filing process, which includes but is not limited to the collection of fees, proof of residency, and required documents and reports for regular and special election candidates, and shall supply to the County Election Commission the completed filing paperwork along with a list of names of each filer who the City has determined is qualified by law to appear on the ballot as a candidate. The City shall pay to the County Election Commission all costs related to the County Election Commission's actions in the performance of its responsibilities under this transfer, including, but not limited to, any attorneys' fees, court costs, or legal expenses incurred due to election protests, challenges, and litigation.
- (c) The County Election Commission will advertise the City's municipal elections in accordance with the City's election ordinances, conduct the City's elections in accordance with this chapter and any other applicable law, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct the municipal elections with the City limits. Upon the closing of the polls for any municipal election in the City, the County Election Commission will count the votes cast for each candidate and display the unofficial results publicly. The County Election Commission shall determine the validity of any challenged or provisional ballot in accordance with South Carolina law. The County Election Commission shall hear and decide protests, if any, and certify the results of the elections and transmit the results to the City Administrator and the Clerk to the City Council as soon as practical following the certification.

DATE: JULY 15, 2024

ITEM: III.H.

ISSUE:

Special event request: 3^{rd} Annual Smoke on the Waccamaw BBQ Festival ~ Friday, October 11, 2024 from 5 p.m. -10 p.m. and Saturday, October 12, 2024 from 10 a.m. -4 p.m.

BACKGROUND:

Conway Parks & Recreation request approval for the 3rd Annual Smoke on the Waccamaw BBQ Festival which will be held on the old tennis center lot, Friday, October 11, 2024 from 5 p.m. – 10 p.m. and Saturday, October 12, 2024 from 10 a.m. – 4 p.m. The following amenities will be offered at the festival: food vendors, arts & crafts vendors; commercial vendors; non-profit vendors; kids play zone; BBQ competition; bass fishing tournament, and live musical entertainment.

The request includes road closure on Elm Street from the railroad tracks to the marina.

There will be approximately 10,000 participants and 80 vendors.

Alcohol will be sold on the old tennis center lot.

CPR requests use of 25 pelicans and 15 blue recycling cans. Comfort stations will be provided.

The stage, BBQ competition, Kids Play Zone and vendors will be located at the old tennis center lot.

RECOMMENDATION

Approve the special event request for the Smoke on the Waccamaw BBQ Festival as presented.



office coe only	
Permit Application	
Approved	
Disapproved	
Charges required	

For Office Use Only

in the amount of	
Signature	Date

SPECIAL EVENT PERMIT APPLICATION

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

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

Name of the event: 3rd ANNUAL SMO	KE ON THE WA	ACCAMAW BE	Q FEST	ΓΙVAL
Name of permit holder: Conway Park	s & Recreation			
Address of permit holder: PO Box 1075				
City: Conway	State:	SC	Zip:	29528
) 248-1740	Cell	(843) 25	1-5202
Are you conducting the activity on behalf of Is your organization a non-profit 501(c)(3) o		Yes No		
O Dawler				
Name of organization: Address of organization: Conway Parks PO Box 1075				
	248-1740			
	t Festival, which	is open to the	public.	
What is the proposed date(s) of the activity?	October 11	-12, 2024		
What are the proposed times of the activity?	0-144 5:00	pm- 10:00 pm	Oct 12:	10am - 4:00 pm
	Craft Vendors, Co	ommercial Vend	lors, Nor	n-Profit Vendors
Food Vendors, Kids Play Zone, Live Musical Enterta	ainment, BBQ competi	tion, Bass Fishing to	urnament	
What is the location or route of the activity?	(Please attach any	necessary route	maps.)	Old Tennis Center lot,
Conway on 3rd Ave and Laurel Street.				

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

List any streets which may need to be closed, in opening: Elm Street from railroad tracks to the marina. Saturday O		times of clos	ing and re-
What is the approximate number of participants? 10,000+			
What is the approximate number of vendors?	80 Vendors		
BUSINESS LICENSE REQUIREMENTS: An	y vendors at this event wh	o do not hav	e 501(c)(3)
nonprofit status are required to purchase a busine	ss license.		
Will there be any vehicles, water craft, equipment of the sequence of the sequ	or animals used for the event?	✓Yes	No
Are you requesting any road blockades? (charges m If yes, please attach a map showing the locations of	ay apply) any road blockades.	Yes	No
Are you requesting any police assistance? (charges	may apply)	☐ Yes ☐	No
Are you requesting to set up tents or temporary stru If yes, please attach a drawing showing the location structures.	ctures? (charges may apply) s and sizes of all auxiliary	Yes 🗸	No
Are you requesting any fire/medical standby assista	nce? (charges may apply)	✓ Yes ☐	No
Will supplementary utility services such as power a in addition to what is available in the area? If yes, of the specific utilities and location. Any additional utility the applicant. Generators will be set up from some for	describe in detail illities must be provided	Yes	No
by the applicant.	•		
Have you requested or obtained a permit from any county) within which the activity shall commence, the How do you plan to remove garbage?	other jurisdiction (city or terminate or occur in part?	Yes Yes	No
How do you plan to remove garbage:			
Will existing restroom facilities be adequate?		Yes I	No
If not, describe plans to augment available sanitary the festival site.	facilities: Port-a-jons will be	rented and plac	ed throughout
Please include any additional information that may	be useful:		
Does any of the following apply to the proposed act (live band, band, loudspeakers, sound amplifiers, etc. The BBQ competition, vendors, stage and play area will be	c.). Please specify:	olay	Other

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

puricipulity regularly werners are series.	11	,
Will alcoholic beverages be served?		YES
Will alcoholic beverages be sold? If yes,	SC ABC permit required.	YES
Hard alcohol (liquor) may not be present event. Section 7-2-2 (b) (1) states "The slimited to beer and wine." Beer and/or cups.	sale of alcohol within the desi	ignated area of a special event is
VENDORS: Please list any vendors, inclual cohol and the proposed locations for sale Jimmy Day	iding applicant, for whom you s.	are requesting permission to sell
RESTAURANTS: Please list any restaura public consumption during the special ever NONE	ants for which you are requestint.	ing permission to sell alcohol for
5:0	00 pm - 10:00 pm Friday1	0am - 4pm Saturday
Event map must show requested designate	ed special event area for alcol	nol sales/public consumption.
The following does not apply to restauran	<u>ts:</u>	
Have you applied for a South Carol	ina temporary ABC Permit?	No
Name of insurance company provided the event naming the City of Convince Insurance must be provided):	ding general liability with liquivay as additional insured (a c	or liability insurance for opy of the Certificate of
ACKNOWLEDGMENT: I acknowledge Alcohol Control Policy attached to this ap	e that I have read and do ful plication and agree to comply	ly understand the Special Event with the guidelines.
Applicant's Signature:		Date:



SPECIAL EVENTS

ALCOHOL CONTROL POLICY

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

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

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

PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner	r of Tennis Center lot	3 Elm Street	
give permission for Conway Par	ks and Recreation to h	old a special ev	ent on
my/our property.			
1/22/24			
Date		gnature) Box 1075, Conway,	SC 29528
Witness Janic Hopkins	***	ddress 43) 248-1740	
Printed Witness Name	Te	elephone Numbe	er
insurance for the event for which additional insured on the policy by the city and the issuing of the verifying the following minim additional insured. Your peri	n the permit has been of with respect to claims a e permit by the city. The um coverage and spen it will not be issued	btained. The Ci arising from the ne applicant sha cifically identing If the Certificant	ty of Conway shall be named as an use of property owned or operated ll submit a Certificate of Insurance fying the City of Conway as an icate of Insurance has not been the "Certificate Holder" on the
	Each Occurrence	1,000,000	
	Personal Injury	1,000,000	_
	General Aggregate	2,000,000	
Application completed by:	Conta	ct No.:	Date:
Ashley Smith	(843) 24	8-1740	7/9/18
Admoy Officer	(0.0) 21		

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

Please return completed permit application to:

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

[FOR OFFICE USE ONLY]

Special Event: 3rd Annual Smoke	on the Waccamobate(s) October 11-12, 2024
Sponsoring Organization:	
Application completed by: Ashley Smith 84	Contact No.: Date: 3 251-5202 January 24 2024
Recommend approval Recomme	nd disapproval
Police Department Fees or charges associated with this event: Special Conditions/Comments:	Sol attached
Police Officers	\$40.00/hour per officer
Recommend approval Fire Department Fees or charges associated with this event: Special Conditions/Comments:	nd disapproval 1/35/3024 Date
Fire Inspector/Fire-Rescue Officers	\$40.00/hour per officer
	nd disapproval 1/25/2024
Public Works Department Fees or charges associated with this event: Special Conditions/Comments:	Soe attached
Residential & Non Residential Street Closure	
Barricades Public Works Employee	\$20.00 each \$25.00/hour per employee

Recommend approval	Recommend disapproval
Parks & Rec. Department	Date
Fees or charges associated with t	his event:
Special Conditions/Comments	: <u></u> -
Parks & Rec. Employee	\$25.00/hour per employee
Recommend approval	Recommend disapproval
	D.t.
Planning Department	Date
Special Conditions/Comments:_	
n-	
License(s) obtained for	vendor(s) \(\sqrt{\text{License}(s) not required} \)
Has general liability and liquor l	iability insurance (if applicable) listing the City of Conway as additional
insured been secured? Yes	No Law land
	1/25/2024
Business License Department	Date
Special Conditions/Comments:_	and albertard
	SOR COLLOLOR

RELEASE AND INDEMNIFICATION AGREEMENT City of Conway

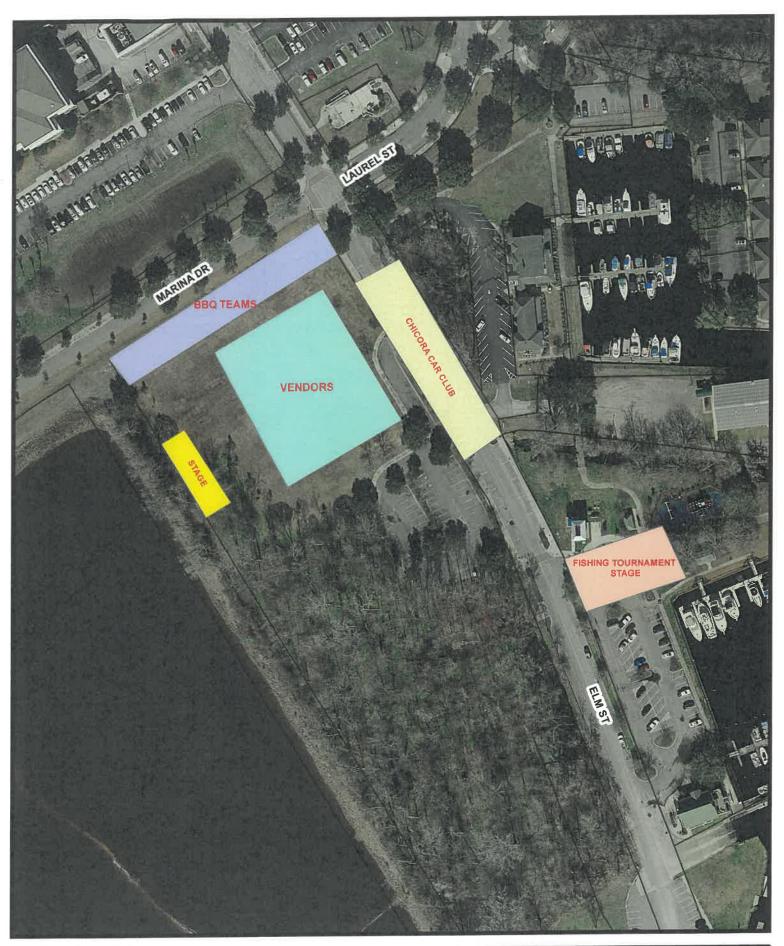
THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

	consideration for being permitted to engage in the following special event on City of Conway operty:
Sp	ecial Event Holder hereby acknowledges, represents, and agrees as follows:
A.	We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
_	
_	(Special Event Holder initial here)
B.	If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway. [Special Event Holder initial here]
C.	We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event. (Special Event Holder initial here)
D.	By signing this RELEASE AND INDEMNIFICATION AGREEMENT , we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause. (Special Event Holder initial here)
	· · · · · · · · · · · · · · · · · · ·
E.	By signing this RELEASE AND INDEMNIFICATION AGREEMENT , we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.
	(Special Event Holder initial here)

F.	employees, insurers, and self-insurand demands, court costs, and attorneys' fe asserted against the City of Conway, it on account of injury, loss, or damage, i injury, personal injury, sickness, diseas any kind whatsoever, which arise out activities whether or not caused by or	and hold harmless the City of Conway, its officers, ce pool, from and against all liability, claims, and es, including those arising from any third party claims officers, employees, insurers, or self-insurance pool, including without limitation claims arising from bodily se, death, property loss or damage, or any other loss of of or are in any way related to the above-described are act, omission, negligence, or other fault, or by the tof the City of Conway, its officers, its employees, or
	by any other cause.	(Special Event Holder initial here)
G.	acknowledge and agree that said agree other fault of the City of Conway, its is intended to be as broad and inclusi	ement extends to all acts, omissions, negligence, or officers, and/or its employees, and that said agreement we as is permitted by the laws of the State of South Id invalid, it is further agreed that the balance shall, force and effect. (Special Event Holder initial here)
		N
Н.	AGREEMENT shall be governed by jurisdiction and venue for any suit or	this RELEASE AND INDEMNIFICATION the laws of the State of South Carolina, and that cause of action under this agreement shall lie in the
	courts.	(Special Event Holder initial here)
I.	date or dates of the applicable Spe	CATION AGREEMENT shall be effective as of the ecial Event, shall continue in full force until our charged, and shall be binding upon us, our successors, s, and transferees. (Special Event Holder initial here)
exe	WITNESS THEREOF, this RELEA ecuted by the Special Event Holder, act he or she is properly authorized to bind	SE AND INDEMNIFICATION AGREEMENT is ting by and through the undersigned, who represents if the Special Event Holder hereto.
PR	INTED NAME OF SPECIAL EVEN	T PERMIT HOLDER:
	UNTED NAME AND TITLE OF P ENTS HOLDER:	PERSON SIGNING ON BEHALF OF SPECIAL
NA	ME:	TITLE:
SIC	GNATURE:	DATE:

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION City of Conway

A. In consideration for being permitted to use the facilities of the City of Conway,
(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its office employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any king whatsoever, which arise out of or are in any manner connected with the use of the facilities whether any such liability, claims, and demands result from the act, omission, negligence, other fault on the part of the City of Conway, its officers, or its employees, or from any oth cause whatsoever.
B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.
C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf itself, and its officers, employees, members, and invitees, hereby expressly exempts and releas the City of Conway, its officers, employees, insurers, and self-insurance pool, from and again all liability, claims, and demands, on account of injury, loss, or damage, including witho limitation claims arising from property loss or damage, bodily injury, personal injury, sickness disease, or death, that Applicant may incur as a result of such use, whether any such liability claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.
City of Conway
NAME OF PERSON/ORGANIZATION
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE
August 22, 2022
DATE





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

SMOKE ON THE WACCAMAW BBQ FESTIVAL OCTOBER 11, 2024 5PM-10PM OCTOBER 12, 2024 10AM-4PM



From:

Phillip L. Hendrick, Jr.

Sent:

Thursday, January 25, 2024 8:32 AM

To:

Natasha Sherman

Subject:

RE: 3rd Annual Smoke on the Waccamaw

Fire is good, but this will require inspections and possible staffing from the Fire Department. I will work with Ashley on that part.

From: Natasha Sherman < nsherman@cityofconway.com>

Sent: Thursday, January 25, 2024 8:28 AM

To: Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant

<abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson

<bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License

<businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks

<jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>;

Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman

<mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette

<ri>enerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter

<tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith

<tnesmith@cityofconway.com>

Subject: 3rd Annual Smoke on the Waccamaw

Please review for approval and email me back.

Assume there will be alcohol sales and that paperwork will be produced at a later date by Jimmy Day.

Tasha Gherman

Executive Assistant City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Wednesday, August 2, 2023 12:49 AM

To: Natasha Sherman < nsherman@cityofconway.com >

From:

Business License

Sent:

Thursday, January 25, 2024 8:52 AM

To:

Natasha Sherman

Subject:

RE: 3rd Annual Smoke on the Waccamaw

Good with business license.

From: Natasha Sherman

Sent: Thursday, January 25, 2024 8:28 AM

To: Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant

<abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson

<bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License

<businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks

<jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>;

Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman

<mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette

<rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter

<tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith

<tnesmith@cityofconway.com>

Subject: 3rd Annual Smoke on the Waccamaw

Please review for approval and email me back.

Assume there will be alcohol sales and that paperwork will be produced at a later date by Jimmy Day.

Tasha Gherman

Executive Assistant

City of Conway

From: cityhallprinter@cityofconway.com < cityhallprinter@cityofconway.com >

Sent: Wednesday, August 2, 2023 12:49 AM

To: Natasha Sherman < nsherman@cityofconway.com>

From: Brandon Harrelson

Sent: Thursday, January 25, 2024 8:54 AM

To: Natasha Sherman

Subject: RE: 3rd Annual Smoke on the Waccamaw

We good.

Brandon Harrelson

Public Works Director

City of Conway | 2940 Jerry Barnhill Blvd, Conway, SC 29527

Phone: 843.397.2494 | Fax: 843.488.9890



From: Natasha Sherman

Sent: Thursday, January 25, 2024 8:28 AM

To: Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant

<abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson

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<mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette

<rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter

<tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith

<tnesmith@cityofconway.com>

Subject: 3rd Annual Smoke on the Waccamaw

Please review for approval and email me back.

Assume there will be alcohol sales and that paperwork will be produced at a later date by Jimmy Day.

Tasha Gherman

Executive Assistant City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Wednesday, August 2, 2023 12:49 AM

To: Natasha Sherman <nsherman@cityofconway.com>

From:

Dale Long

Sent:

Thursday, January 25, 2024 10:17 AM

To:

Natasha Sherman

Subject:

RE: 3rd Annual Smoke on the Waccamaw

OK for PD.

From: Natasha Sherman <nsherman@cityofconway.com>

Sent: Thursday, January 25, 2024 8:28 AM

To: Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant

<abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson

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<tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith

<tnesmith@cityofconway.com>

Subject: 3rd Annual Smoke on the Waccamaw

Please review for approval and email me back.

Assume there will be alcohol sales and that paperwork will be produced at a later date by Jimmy Day.

Tasha Gherman

Executive Assistant

City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Wednesday, August 2, 2023 12:49 AM

To: Natasha Sherman <nsherman@cityofconway.com>

From: Katie Dennis

Sent: Thursday, January 25, 2024 3:22 PM

To: Natasha Sherman

Subject: RE: 3rd Annual Smoke on the Waccamaw

Okay with planning

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



From: Natasha Sherman <nsherman@cityofconway.com>

Sent: Thursday, January 25, 2024 8:28 AM

To: Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant

- <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson
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- Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman
- <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette
- <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter
- <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith
- <tnesmith@cityofconway.com>

Subject: 3rd Annual Smoke on the Waccamaw

Please review for approval and email me back.

Assume there will be alcohol sales and that paperwork will be produced at a later date by Jimmy Day.

Taiha Gherman

Executive Assistant City of Conway

From: cityhallprinter@cityofconway.com>

Sent: Wednesday, August 2, 2023 12:49 AM

DATE: JULY 15, 2024

ITEM: III.I.

ISSUE:

Approve Memorandum of Agreement

Our working agreements with South Carolina Department of Juvenile Justice is set to renew. The terms and conditions are in the attached MOA for review and approval.

DATA:

See attached handouts.

RECOMMENDATION:

Authorize approval of Memorandum of Agreement with South Carolina Department of Juvenile Justice to provide services and housing for juveniles detained by the Conway Police Department.

This is a recurring MOA renewing annually. If approved, it can be executed in perpetuity without requiring an annual presentation.

MEMORANDUM OF AGREEMENT FOR THE DETENTION OF JUVENILES

THIS AGREEMENT is made this 1st day of July, 2024, by and between the South Carolina Department of Juvenile Justice (SCDJJ), by and through its duly authorized employee, and the governing body of <u>City of Conway</u>, hereinafter referred to as <u>City of Conway</u>, by and through its duly authorized official and/or employee;

WHEREAS, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, City of Conway does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

WHEREAS, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

WHEREAS, the General Assembly has mandated that "the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred" be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body's jurisdictional limits or ordered by the Family Court to be detained;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those juveniles who are charged with committing offenses within the jurisdictional limits of the above listed entity and who have been/are:

- 1. qualified to be placed in secure detention (as outlined by Section 63-19-820(B) and which the arresting entity determined is necessary to be detained prior to a detention hearing before the Family Court; or
- 2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

JUVENILE DETENTION MEMORANDUM OF AGREEMENT Pags 2 of 3

- 3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
- 4. 17 years old and not originally charged in Genera Sessions with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, <u>City of Conway</u> agrees to remove any detainees accepted and detained under criteria 3 above, on or within one week after that detainee's 17th birthday and <u>under criteria 4 on or within one week after that detainee's 18th birthday.</u>

<u>City of Conway</u> agrees to assign an open Purchase Order Number ______, to be effective from July 1, 2024 to June 30, 2025.

City of Conway agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Conway will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill <u>City of Conway</u> on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred, with payment to be made on or before the first (1st) day of the following month. If <u>City of Conway</u> fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide <u>City of Conway</u> with a report on <u>City of Conway</u>'s use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no juvenile shall be placed in and/or transported to a SCDJJ detention facility until law enforcement has notified

JUVENILE DETENTION MEMORANDUM OF AGREEMENT Page 3 of 3

SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

<u>City of Conway</u> shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

APPROVED:	
Administrator/Manager (or other Authorized Official)	L. Eden Hendrick, Executive Director South Carolina Department of Juvenile Justice
Date	7/1/2024 Date

DATE: JULY 15, 2024

ITEM: III.J.

ISSUE:

Approval of Special Event Permit -2^{nd} Annual Youth Performing Arts Festival - September 21, 2024

BACKGROUND:

Theatre of the Republic requests approval of a Special Event Permit for the 2nd Annual Youth Performing Arts Festival to be held September 21, 2024 from 10:00 a.m. to 6:00 p.m.

The request includes road closures of Laurel Street between Second Avenue and the water tower.

There will be approximately 1000 participants and 40 vendors. Theatre of the Republic request police assistance and will be setting up tents or other temporary structures.

Theatre of the Republic requests use of 25 pelican cans and 10 blue recycling cans from the City. Portable water stations for bathroom facilities will be provided.

RECOMMENDATION:

Approve the special event permit as presented.



Fo	For Office Use Only								
Permit Application									
	Approved								
	Disapproved								
	Charges required								
	in the amount of								

Date

Signature

SPECIAL EVENT PERMIT APPLICATION

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

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

Name of the event: 2nd Annual Youth Performing Arts Festival							
Name of permit holder: Tim McGhee							
Address of permit holder: 405 76th Ave N. Unit 6							
City: Myrtle Beach State: SC Zip: 29572							
Telephone number of permit holder: (843) 997-0244 Cell							
Are you conducting the activity on behalf of an organization? Yes No							
Is your organization a non-profit 501(c)(3) organization?							
Name of organization: Theatre of the Republic, Inc.							
Address of organization: 331 Main St. Conway, SC 29526							
Telephone number of organization: (843) 488-0821							
What is the purpose of the activity? See addendum Statement 1							
A A							
What is the proposed date(s) of the activity? September 21st, 2024							
What are the proposed times of the activity? 10AM - 6PM							
What are the plans for the event? See attached PDF for descriptions and schedule							
What is the location or route of the activity? (Please attach any necessary route maps.)							
aurel street and surrounding areas between 2nd Ave. & the water tower (see PDF)							

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

List any streets which may need to be closed, including specific dates and opening: See addendum Statement 2	times of closing and re-
What is the approximate number of participants? What is the approximate number of vendors? BUSINESS LICENSE REQUIREMENTS: Any vendors at this event when nonprofit status are required to purchase a business license.	o do not have 501(c)(3)
Will there be any vehicles, water craft, equipment or animals used for the event? If yes, please explain: Dessert trucks/stands will be on site in design	Yes No
Are you requesting any road blockades? (charges may apply) If yes, please attach a map showing the locations of any road blockades.	✓ Yes □ No
Are you requesting any police assistance? (charges may apply)	X Yes No
Are you requesting to set up tents or temporary structures? (charges may apply) If yes, please attach a drawing showing the locations and sizes of all auxiliary structures.	X Yes □ No
Are you requesting any fire/medical standby assistance? (charges may apply)	Yes No
Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. No, we will be getting whisper generators for the sta	Yes X No
Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part?	Yes No
How do you plan to remove garbage? See addendum Stateme	ent 3
Will existing restroom facilities be adequate? If not, describe plans to augment available sanitary facilities: See addendu	☐ Yes ■ No m Statement 4
Please include any additional information that may be useful: See addendum	n Statement 5
Does any of the following apply to the proposed activity: Fireworks Disp (live band, band, loudspeakers, sound amplifiers, etc.). Please specify: We will have live music on the two stages and the Arts Terrace as proposed activity: Fireworks Disp (live band, band, loudspeakers, sound amplifiers, etc.).	

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

Will alcoholic beverages be served	1?	□ Yes ■ No
Will alcoholic beverages be sold?	If yes, SC ABC permit required	d. □ Yes 🛭 No
event. Section 7-2-2 (b) (1) state	s "The sale of alcohol within th	and/or served at any permitted speci e designated area of a special event n opaque paper, plastic or Styrofoa
VENDORS: Please list any vendo alcohol and the proposed locations N/A	ors, including applicant, for whoms for sales.	m you are requesting permission to se
RESTAURANTS: Please list any public consumption during the spe	restaurants for which you are recial event.	equesting permission to sell alcohol for
Times for alcohol to be served:	FromN/A	ToN/A
Event map must show requested a	lesignated special event area for	alcohol sales/public consumption.
The following does not apply to re	estaurants:	
Have you applied for a Sou	th Carolina temporary ABC Perr	nit? □ Yes ■ No
Name of insurance compare the event naming the City Insurance must be provided	ny providing general liability wit of Conway as additional insure l): N/A	th liquor liability insurance for d (a copy of the Certificate of
Alcohol Control Policy attached to	nowledge that I have read and a this application and agree to c	do fully understand the Special Evenomply with the guidelines. Date:06/17/24



SPECIAL EVENTS

ALCOHOL CONTROL POLICY

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

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

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

PROPERTY OWNER PERMISSION LETTER

I (we), being the property owne	r of PARKTMG LOT 8	2no Aus & Lav	₹€L (address),			
give permission for THEATTHE (OF THE REPUBLIC		to hold a special event on			
my/our property.						
Date Surgasto Witness Printed Witness Name	Ad	mature 1301 3 Ave dress 843) 915-53 ephone Number				
INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. Your permit will not be issued if the Certificate of Insurance has not been received prior to event. The City of Conway must be listed as the "Certificate Holder" on the Certificate of Insurance.						
	Each Occurrence	1,000,000				
	Personal Injury	1,000,000	-			
	General Aggregate	2,000,000				
Application completed by:	Contac	t No.:	Date:			
Tim McGhee	(843) 997-0	244	06/17/24			

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

Please return completed permit application to:

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

[FOR OFFICE USE ONLY]

Special Event: and Annual Inth Performing Arts Date(s) September 21202
Sponsoring Organization: Theothe of the Republic
Application completed by: Contact No.: Date: Tim McGhel 843 488 - 0821 June 17 2024
Recommend approval Police Department Fees or charges associated with this event: Special Conditions/Comments:
Police Officers \$40.00/hour per officer Recommend approval Recommend disapproval
Fire Department Fees or charges associated with this event: Special Conditions/Comments: Special Conditions/Comments:
Fire Inspector/Fire-Rescue Officers \$40.00/hour per officer
Recommend approval Recommend disapproval
Public Works Department Fees or charges associated with this event: Special Conditions/Comments: See Office Conditions/Comments:
Residential & Non Residential Street Closure Barricades \$20.00 each Public Works Employee \$25.00/hour per employee

Recommend approval Recommend disapp	roval
Parks & Rec. Department	Date
Fees or charges associated with this event:	
Special Conditions/Comments:	
Parks & Rec. Employee	\$25.00/hour per employee
Recommend approval Recommend disapp	roval
Planning Department	Date
Special Conditions/Comments:	
/	
License(s) obtained for vendor(s) Lic	ense(s) not required
Has general liability and liquor liability insurance (if ag	plicable) listing the City of Conway as additional
insured been secured? Yes No	$I \circ I = I$
	6 18 2024
Business License Department	Date
Special Conditions/Comments:	
See 0.	tocked

RELEASE AND INDEMNIFICATION AGREEMENT City of Conway

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

pro	In consideration for being permitted to engage in the following special event on City of Conway property: 2nd Annual Youth Performing Arts Festival						
	ecial Event Holder hereby acknowledges, represents, and agrees as follows:						
-							
A.	We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:						
	Special Event Holder initial here)						
B.	If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway. (Special Event Holder initial here)						
C.	We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event. (Special Event Holder initial here)						
D.	By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause. (Special Event Holder initial here)						
E.	By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause. (Special Event Holder initial here)						

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

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

(Special Event Holder initial here)

- agree that this RELEASE AND INDEMNIFICATION H. We understand and AGREEMENT shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts. (Special Event Holder initial here)
- I. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees. (Special Event Holder initial here)

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

PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:

Tim McGhee, Theatre of the Republic, Inc. PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL **EVENTS HOLDER:** TITLE: Executive Director, Theatre NAME: SIGNATURE: DATE: 06/17/24

Page 9 of 10

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION City of Conway

A.	In consideration for being permitted to use the facilities of the City of Conway,
	Tim McGhee & Theatre of the Republic, Inc.
	(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers,
	employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability,
	claims, and demands, which are incurred, made, or brought by any person or entity, on account
	of damage, loss, or injury, including without limitation claims arising from property loss or
	damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind
	whatsoever, which arise out of or are in any manner connected with the use of the facilities,
	whether any such liability, claims, and demands result from the act, omission, negligence, or
	other fault on the part of the City of Conway, its officers, or its employees, or from any other
	cause whatsoever.

- B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.
- C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

Tim McGhee, Theatre of the Republic, Inc.
NAME OF PERSON/ORGANIZATION
Jun Mylu
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE
06/17/24
DATE

Youth Performing Arts Festival

2023 Special Event Permit Addendum



Statement 1:

What is the purpose of the activity? Bringing families to the City of Conway, we are inviting every organization that deals with providing programs for children interested in the performing arts. This will include theatre, dance, instrumental, and voice studios across Horry County and the Grand Strand. Each organization would be provided with a tent, a table, and chairs from which they could explain their program and its benefits.

Statement 2:

List any streets closures, times, and re-openings: MAP PROVIDED IN PDF After discussion with city officials, Laurel Street would need to be closed between Scarborough Alley and the water tower, but keeping 2nd Ave open. The street would need to be blocked at the water tower, aside Peanut Warehouse, at 2nd Ave, and at Scarborough Alley. Additionally, we will be using the green area across from Coppers at Laurel & 2nd as well as the entire parking area between Scarborough Alley & 2nd Ave. so the accesses into the parking area will need to be blocked.

If possible, we'd like the area to be blocked off around 10PM on the 22nd so we can begin setup following our production. In our discussion, the police chief mentioned midnight, so midnight is what we will request if 10PM is unavailable. We would pay for city security overnight to watch the tents at a split-shared cost of \$50/hour. We will start to tear-down the festival right at 6PM on the 23rd and will start with the tents on Laurel Street to get it open as soon as possible following the event but for the sake of the request, we would like until 11:30PM to finalize teardown.

Statement 3:

How do you plan to handle trash? After meeting with city officials, we are requesting donated use of 25 green trash cans and 10 blue recycle cans. The cans can be dropped of in a designated festival area the night before and, following the festival, can be picked up in the same designated festival area.

Statement 4:

Will existing restroom facilities be adequate? No, the event team will rent portable facilities that will accommodate all guests, including handicapped, and include a hand washing station. We have designated a location that is accessible and does not impede the flow of traffic yet is accessible from both sides of the festival while not taking away from the aesthetic.

Statement 5:

Additional info? We request drop-off, setup, and use of the city's new 20'x20' stage in the area designated on the map. As requested, we checked with Peanut Warehouse and they are cleaning up on Friday night but have no events that will interfere with setup the night before or during the festival. We will market as a smoke free and pet free event. We will have a festival handout that ties into Burger Week and will highlight parking areas in marketing for the event. Tear-down will hired out to a local non-profit that gives back to the community in order to support local organizations that support Conway.

OP ID: SG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2024

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

The certificate does not confort rights to the certificate holder in field of such endorsement(s). Second	Ιи	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	to th	e te	rms and conditions of the	e policy	v. certain p	ve ADDITION olicies may	NAL INSURED require an en	provision dorsement	s or	be endorsed. statement on
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Myrate Beach, SC 29578-2410 Modern						[A/C, No, Ext): [A/C, No]: [A/C, No]:						
Shellie Gilson NSUBER A: AUTO-Owners Insurance Co. NSUBER B: NSU						ADDRES						NAIC #
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ACORD 25 (2016/03)

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THEAT-1

OP ID: SG

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 07/05/2024

ACORD

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

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

PRODUCER Waccamaw Insurance Services 1813 N. Oak Street P.O. Box 2410 Myrtle Beach, SC 29578-2410 Shellie Gibson	843-626-3030	CONTACT Shellie Gibson			
		PHONE (A/C. No. Ext): 843-626-3030	43-626-3030 FAX (A/C, No): 843-		
		EMAL ADDRESS: sgibson@waccamawinsurance.com			
		INSURER(S) AFFORDING	NAIC #		
		INSURER A: Auto-Owners Insurance	18988		
INSURED Theatre of the Republic Inc, The 331 Main Street		INSURER B:			
		INSURER C:			
Conway, SC 29526		INSURER D:			
		INSURER E:			
		INSURER F :			

REVISION NUMBER: **CERTIFICATE NUMBER: COVERAGES**

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

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CERTIFICATE HOLDER	CANCELLATION
Horry County Government c/o County Administrator	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1301 Second Ave PO Box 1236 Conway, SC 29528	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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LICENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

STATE OF SOUTH CAROLINA)) ss.	AGREEMENT
COUNTY OF HORRY)	

This License, Indemnity and Hold Harmless Agreement ("Agreement") is made between:

HORRY COUNTY, a body politic and political subdivision of the State of South Carolina, ("County"); and

Theatre of the Republic, Inc., a non-profit organization authorized to do business in the State of South Carolina, ("Licensee").

- A. The County is the owner of certain property located at Laurel Street and 2nd Avenue, Conway, SC, also known as the premises, ("premises");
- B. The Licensee intends and desires to use the premises on a one-time basis for the Youth Performing Arts Festival to be held on September 21, 2024;
- C. The County intends and desires to grant a non-exclusive license to the Theatre of the Republic, Inc. for the Performing Arts Festival to be held September 21, 2024;
- D. It is the intent of the parties to confirm the grant of license by the County to the Licensee, its agents, employees, heirs, assigns, successors, and permitees, for the right, privilege, and permission to enter on said premises; and
- E. Entry on the premises is for the sole purpose of the Performing Arts Festival to be held on September 21, 2024.

NOW, THEREFORE, permission given to the licensee as an accommodation with no monetary consideration, and permission is revocable at any time by the County, and the parties agree as follows:

- 1. Recitals: The above recitals are incorporated by reference as if restated.
- 2. <u>Grant of License</u>: The County by and through this agreement grants, bargains, and releases to the Licensee, the right and license to enter on the subject premises, subject to the terms and conditions of this agreement, and subject to the restriction placed on said use; namely, that the Licensee will use the premises only on September 21, 2024, and only for the purpose of the Performing Arts Festival. This privilege and license extends to the set-up of any inventory and equipment necessary for the provision of this event. The privilege is granted without any consideration and is merely an accommodation to the licensee and is revocable at any time by the County. This license shall automatically terminate at midnight on Septemer 21, 2024, or other time as specified within this agreement, but may be revoked at any time by the County.

3. Acknowledgements and Warranties:

- a. Licensee acknowledges that the legal title of the licensor to the property and agrees never to deny this title or claim any rights relating to this title other than those derived from this agreement.
- b. Licensee acknowledges that it has the duty of leaving the premises in substantially the same condition as exist at the time of the exercise of this license.
- c. Licensee acknowledges that this license is applicable for September 21, 2024 only, and that date shall be the sole and exclusive date for use of the premises, unless the parties agree otherwise in writing.
- d. Licensee warrants and agrees that it shall not erect or cause or permit to be erected on the premises any building or structures, whether permanent or temporary, including but not limited to, stadiums, shelters, sheds or other things attached to or placed on the premises.
- e. Licensee warrants that it has sufficient general liability insurance in an amount equal to or exceeding one million (\$1,000,000.00) dollars, and will provide proof of the same, as well as a certificate of insurance listing the County as an additional insured.
- f. Licensee acknowledges that it's Signatory on this agreement has full authority and permission to bind the

Licensee.

4. <u>Indemnity and Hold Harmless</u>: Licensee and his invitees will enter the property and exercise the granted privilege at licensee's own risk, and agrees that licensee, its agents, heirs, assigns, successors, and permitees, will never claim any damages against the County, its agents, employees, heirs, assigns, and successors, for any injuries or damages suffered on account of the exercise of this privilege, regardless of the fault or negligence of County, its agents, employees, heirs, assigns, and successors, and licensee will indemnify and hold harmless the County, its agents, employees, heirs, assigns, and successors against all liability for damages and expenses resulting from, arising out of, or in any way connected with the exercise of privilege by licensee, and licensee's invitees, permitees, or other persons entering the property at the invitation of the Licensee.

5. Additional Terms and Conditions:

County

Horry County

P.O. Box 1236

c/o County Administrator

1301 Second Avenue

- a. The Licensee acknowledges the legal title of the County to the Property and agrees never to deny this title or claim to any rights relating to this legal title other than those derived from this Agreement.
- b. This License is NOT assignable.
- c. All prior agreements, understandings, and contract between the parties shall be set aside as to the matters contained in this Agreement, and the terms set forth in writing in this Agreement, or in any subsequent written amendment hereto shall be the sole terms that govern the rights and duties of the parties.
- d. This Agreement may be modified only upon written agreement by the parties.
- e. <u>Licensee acknowledges and agrees that no alcohol is permitted on the property of the County, and Licensee shall place appropriate signage indicating that no alcoholic beverages are permitted on County property.</u>
- f. <u>Licensee acknowledges and agrees that it will not allow any commercial activity on property of the</u> County.
- 6. <u>Jurisdiction and Dispute Resolution</u>: This Agreement shall be interpreted and applied pursuant to the laws of the State of South Carolina and Horry County. Jurisdiction for litigation, enforcement and dispute resolution is in Horry County, South Carolina.
- 7. <u>Termination and Revocation</u>: This Agreement shall automatically terminate at midnight on September 21, 2024, but may be revoked at any time by the County.

Licensee

clo Tim McGhee

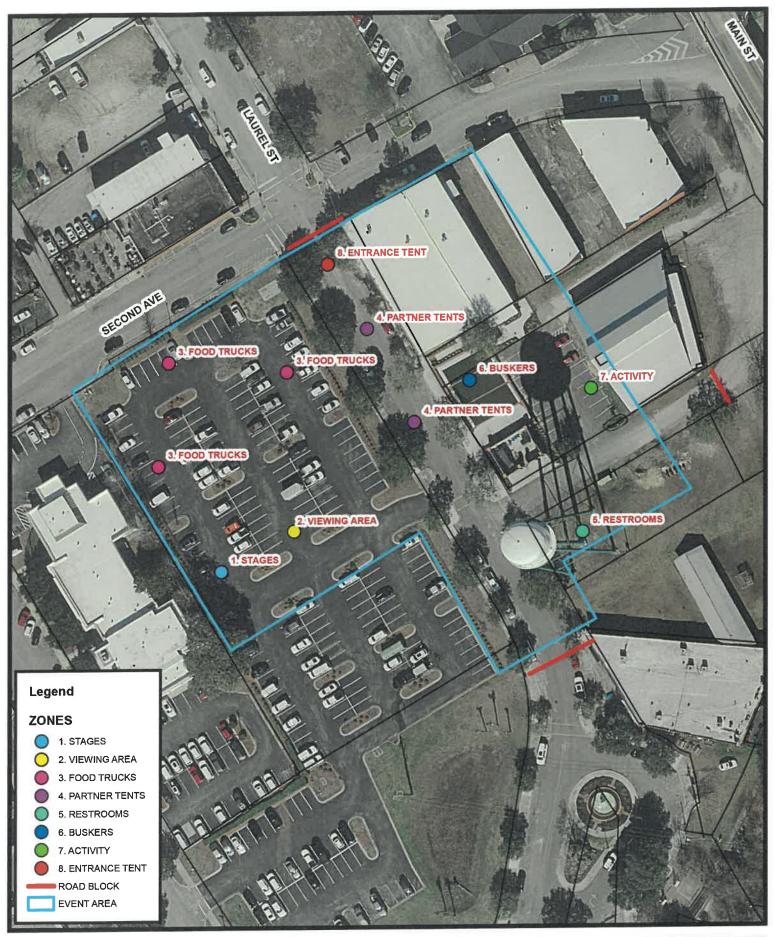
331 Main Street

Conway, SC 29526

Theatre of the Republic, Inc.

8. Notices: Notices between the Parties to this Agreement shall be addressed as follows:

Conway, SC 29528 (T) (843) 915-5020 Fax: (843) 915-6020	(T) (843) 997-0244 (C)
Dated: 7-5-2024	
For and on behalf of Horry County:	For and on behalf of Licensee:
By: H. Rubbethald. -Administrator. Page and Manager	By:





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

ANNUAL YOUTH PERFORMING ARTS FESTIVAL SEPTEMBER 23, 2024 10AM-6PM





GENERAL EVENT DE TAILS

Date: September 21st, 2024

Time: 10AM - 6PM

Location: Conway Arts Terrace & the surrounding area

of Laurel St. & Overflow Parking

Who: Grand Strand Area Acting, Artistic, Choral,

Dance, and Instrumental groups

A LOOK ATTHE EVENT

Stages: 3 stages (including terrace) by participating youth performance organizations. Sound will be provided by event planners

Tents: Each organization (up to the first 40) will be provided with a 10'x10' tent with table and two chairs to promote organization. Participants would be able to sell tickets or promotional materials for their organization during the event.

A LOOK AT THE EVENT

Entertainment: The event shall include entertainers, such as balloon animal specialists, face painters, etc. to add to the overall comradery of the event and encourage traffic into the event

Food: Guests will be encouraged to visit local Conway restaurants for Burger Week, but dessert and refreshment stands would be present at the event.

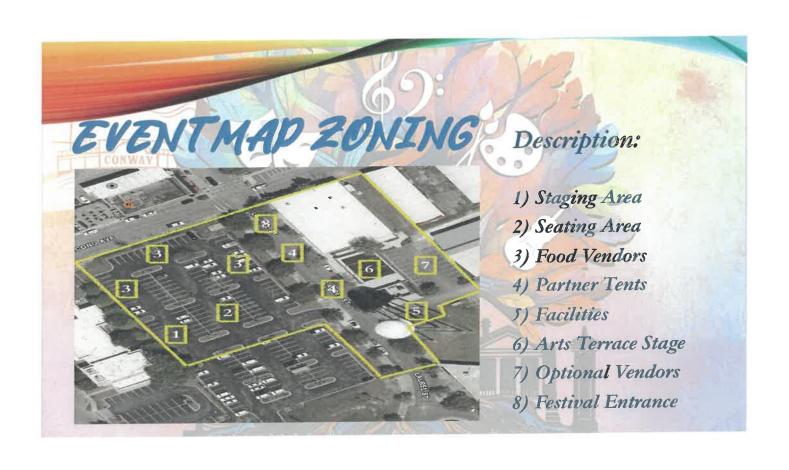
A LOOK AT THE EVENT

Safety: A basic first aid tent would be provided with bandages, water, etc. Event Planners will seek security patrol by the the city of Conway police department

Parking: Parking spaces are available around the courthouse area as well street parking

Facilities: Portable restroom facilities will be provided by the Event Planners











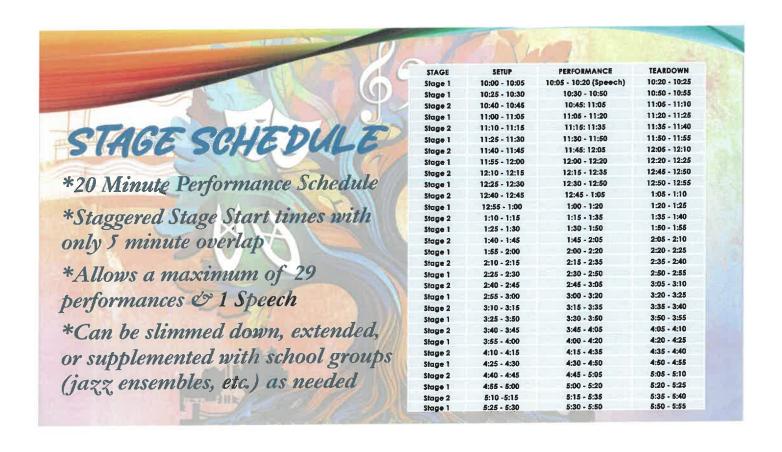












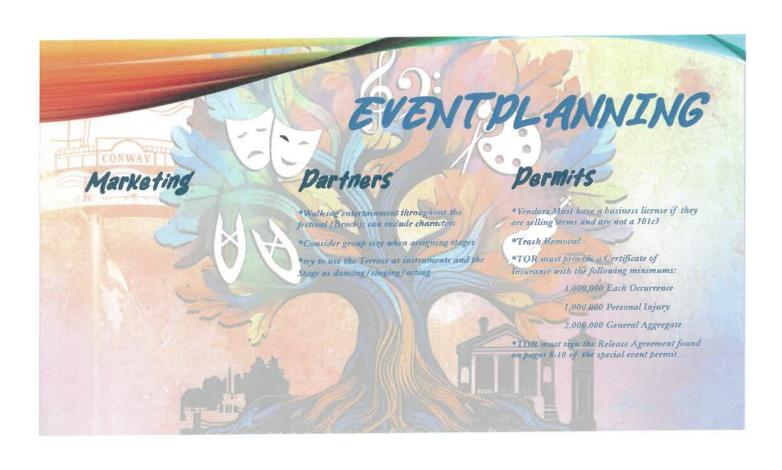
STAGE SCHEDULE COMPARISON Stage 2 Teardown Setup Performance Performance Setup Teardown 10:05 - 10:20 (Speech) 10:20 - 10:25 10:00 - 10:05 10:40 - 10:45 10:45: 11:05 11:05 - 11:10 10:50 - 10:55 10:25 - 10:30 10:30 - 10:50 11:10 - 11:15 11:35 - 11:40 11:15: 11:35 11:00 - 11:05 11:05 - 11:20 11:20 - 11:25 12:05 - 12:10 11:40 - 11:45 11:45: 12:05 11:30 - 11:50 11:50 - 11:55 11:25 - 11:30 12:45 - 12:50 12:10 - 12:15 12:15 - 12:35 12:00 - 12:20 12:20 - 12:25 11:55 - 12:00 1:05 - 1:10 12:40 - 12:45 12:45 - 1:05 12:50 - 12:55 12:30 - 12:50 12:25 - 12:30 1:10 - 1:15 1:15 - 1:35 1:35 - 1:40 1:20 - 1:25 1:00 - 1:20 12:55 - 1:00 1:40 - 1:45 1:45 - 2:05 2:05 - 2:10 1:25 - 1:30 1:30 - 1:50 1:50 - 1:55 2:35 - 2:40 2:10 - 2:15 2:15 - 2:35 1:55 - 2:00 2:00 - 2:20 2:20 - 2:25 3:05 - 3:10 2:45 - 3:05 2:40 - 2:45 2:25 - 2:30 2:30 - 2:50 2:50 - 2:55 3:35 - 3:40 3:10 - 3:15 3:15 - 3:35 3:20 - 3:25 3:00 - 3:20 2:55 - 3:00 4:05 - 4:10 3:40 - 3:45 3:45 - 4:05 3:50 - 3:55 3:30 - 3:50 3:25 - 3:50 4:10 - 4:15 4:15 - 4:35 4:35 - 4:40 4:20 - 4:25 4:00 - 4:20 3:55 - 4:00 4:40 - 4:45 4:45 - 5:05 5:05 - 5:10 4:50 - 4:55 4:25 - 4:30 4:30 - 4:50 5:15 - 5:35 5:35 - 5:40 5:10 -5:15 4:55 - 5:00 5:00 - 5:20 5:20 - 5:25 5:30 - 5:50 5:50 - 5:55 5:25 - 5:30













Name of the Event: 2nd Annual Youth Performing Arts Festival

Name of Permit Holder: Tim McGhee

Address of Permit Holder: 405 76th Ave N. Unit 6 Myrtle Beach 29572

Telephone of Permit Holder: (843) 997-0244

Are you conducting the activity on behalf of an organization? Yes

Is your organization a non-profit 501(c)(3) organization? Yes

Name of organization: Theatre of the Republic, Inc.

Address of Organization: 331 Main St. Conway, SC 29526

Telephone of Organization: (843) 488-0821

SPECIAL EVENTPERMIT

What is the purpose of the activity? Bringing families to the City of Conway, we are inviting every organization that deals with providing programs for children interested in the performing arts. This will include theatre, dance, instrumental, and voice studios across Horry County and the Grand Strand. Each organization would be provided with a tent, a table, and chairs from which they could explain their program and its benefits.

What is the proposed date of the activity? September 21st, 2024

What are the proposed times of the activity? 10AM - 6PM

(setup/road closure Sept 20th at 10PM & teardown Sept 21st by 11:30 PM)

What are the plans for the event? See attached schedule for performances and zoning descriptions

What is the location or route of the activity? See map

SPECIAL EVENTPERMIT

List any streets which may need to be closed, including specific dates and times of

closing and reopening: After discussion with city officials, Laurel Street would need to be closed between 2nd Avenue and the water tower. The street would need to be blocked at the water tower, aside Peanut Warehouse, and at 2nd Ave. Additionally, we will be using the Arts Terrace with small performances that day. We would also like to access the overflow parking area of the County Courthouse, as indicated on the map, utilizing the area south of 2nd Ave., West of Laurel, and ending at the water tower ext. The area left outside the map will remain open for parking and still have it's entrance/exit available off of Elm Street. We will need barriers in the parking area as well to indicate the dosed off section.

What is the approximate number of participants? 1000 guests

What is the approximate number of vendors? 35 including performance organizations Will there be any vehicles, water craft, equipment or animals used for the event? Yes, food trucks may be present on site.

Are you requesting any road blockages (charges may apply)? Yes, see attached map

Are you seeking any police assistance (charges may apply)? Yes



Have you requested a permit from another jurisdiction? No

and portable water station for bathroom facilities

How do you plan to remove garbage? We are requesting donated use of 25 green trash cans and 10 blue recycle cans. The cans can be dropped of in a designated festival area the night before and, following the festival, can be picked up in the same designated festival area.

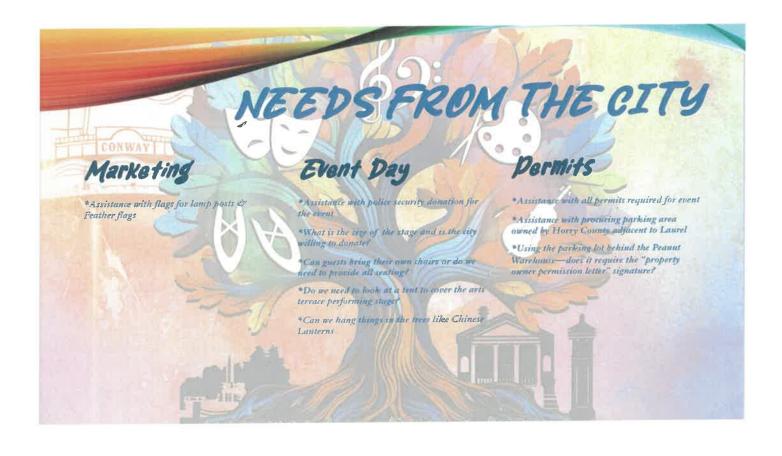


Will existing restroom facilities be adequate? No, the event team will rent portable facilities that will accommodate all guests, including handicapped, and include a hand washing station.

Please include any additional information that may be useful: Vendors will include non-profit charities, like Backpack Buddies, that will sell concessions to help their organization further reach out to the community.

Does any of the following apply? Fireworks: No. Other: Live bands/instruments/loudspeakers/singing as described in the event description as performing arts groups perform

Will alcoholic beverages be served/sold? No



From:

Dale Long

Sent:

Tuesday, June 18, 2024 11:43 AM

To:

Natasha Sherman

Subject:

RE: 2nd Annual Youth Performing Arts Festival

OK for PD.

From: Natasha Sherman < nsherman@conwaysc.gov>

Sent: Tuesday, June 18, 2024 11:00 AM

To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant

<abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>;

Braxton Fleming bfleming@conwaysc.gov; Business License bfleming@conwaysc.gov; Dale Long

<dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks

<jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson

<kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman

<mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette

<rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy

Williams < twilliam@conwaysc.gov>; Tyres Nesmith < tnesmith@conwaysc.gov>

Subject: 2nd Annual Youth Performing Arts Festival

Please review for approval and email me back.

Tasha Gherman
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Monday, December 25, 2023 1:20 AM

To: Natasha Sherman < nsherman@conwaysc.gov>

Subject: Message from KM_C450i

From: Business License

Sent: Tuesday, June 18, 2024 11:04 AM

To: Natasha Sherman

Subject: RE: 2nd Annual Youth Performing Arts Festival

Approved.

Even/Permit holder must collect \$5 from each vendor, fees must be paid the next business day to the business license office.

Thanks,

Bradley Todd

City of Conway

Business License Inspector

196 Laurel Street: PO Drawer 1075, Conway, SC 29528

Contact | P: 843-488-7631 | C: 843-504-5740 | F: 843-248-1718

I E: businesslicense@conwaysc.gov



From: Natasha Sherman < nsherman@conwaysc.gov>

Sent: Tuesday, June 18, 2024 11:00 AM

To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <bfering@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>

Subject: 2nd Annual Youth Performing Arts Festival

Please review for approval and email me back.

From:

Phillip Le Hendrick

Sent:

Tuesday, June 18, 2024 12:58 PM

To:

Natasha Sherman

Subject:

RE: 2nd Annual Youth Performing Arts Festival

Fire is good.

From: Natasha Sherman < nsherman@conwaysc.gov>

Sent: Tuesday, June 18, 2024 11:00 AM

To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant

<abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>;

Braxton Fleming bfleming@conwaysc.gov; Business License bfleming@conwaysc.gov; Dale Long

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Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>

Subject: 2nd Annual Youth Performing Arts Festival

Please review for approval and email me back.

Turha Gherman

Executive Assistant

City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Monday, December 25, 2023 1:20 AM

To: Natasha Sherman <nsherman@conwaysc.gov>

Subject: Message from KM_C450i

From:

Brandon Harrelson

Sent:

Tuesday, June 18, 2024 2:08 PM

To:

Natasha Sherman

Subject:

RE: 2nd Annual Youth Performing Arts Festival

We are good.

From: Natasha Sherman <nsherman@conwaysc.gov>

Sent: Tuesday, June 18, 2024 11:00 AM

To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant

Braxton Fleming
 bfleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long

<dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks

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Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>

Subject: 2nd Annual Youth Performing Arts Festival

Please review for approval and email me back.

Tasha Gherman

Executive Assistant City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>

Sent: Monday, December 25, 2023 1:20 AM

To: Natasha Sherman <nsherman@conwaysc.gov>

Subject: Message from KM_C450i

CITY OF CONWAY CITY COUNCIL MEETING CONWAY CITY HALL 229 MAIN STREET, CONWAY MONDAY, JUNE 17, 2024 - 4:00 P.M.

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

STAFF: Adam Emrick, City Administrator; Mary Catherine Hyman, Deputy City Administrator; John Rogers, Deputy City Administrator; June Wood, Public Information Officer; Jeff Leveille, Technology Services Director; Timmy Williams, Hospitality & Beautification Director; Lynn Smith, Human Resource Director; Rock Rabon, Fleet Maintenance Director; Dale Long, Police Chief; Ted Dudley, Public Utilities Deputy Director; Braxton Fleming, Public Works Deputy Director; Allison Williams, Finance Director; Kayla Fleming, Municipal Judge; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Reggie Jenerette, Solid Waste Director; Ashley Smith, Parks and Recreation Director; Katie Dennis, Planner; John Sumter, Administration Summer Intern; Kayla Chiles, Administration Summer Intern; and Alicia Shelley, City Clerk.

OTHERS: There were approximately 10 others in attendance.

CALL TO ORDER: Mayor Blain called the meeting to order, 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.

CONSENT AGENDA:

Approval of June 3, 2024 Council Meeting Minutes

APPROVAL OF CONSENT AGENDA: Motion: White made a motion, seconded by Helms to approve the June 17, 2024 consent agenda. **Vote**: Unanimous. Motion carried.

PUBLIC INPUT:

Cheryl Moore-Adamson – spoke in favor of the collaboration of the Juneteenth celebration that occurred on June 15, 2024 between the City Parks and Recreation, Smith Jones, and the Whittemore Racepath Historical Society and told of plans for next year.

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

SPECIAL PRESENTATION:

Presentation of Employee of the Month for June 2024 – Public Safety – Chief Long presented School Resource Officer Rusty Crocker and Detective Sergeant Heath Watford with the Employee of the Month award.

FIRST READING:

A. First Reading of Ordinance #ZA2024-07-15 (A) to annex approximately 0.24 acres of property located at 2671 Oak St (PIN 325-15-01-0014) and request to rezone from Horry County Residential District, no mobile homes allowed (SF20), to City of Conway Low/Medium Density Residential District (R-1). Hucks said that this annexation was submitted as a requirement to connect to city utilities and that restrictive covenants were also filed with the annexation petition. Hucks said that 5 other lots on this stretch and side of Oak Street have been annexed into the city. Either side of this lot is still in the county's jurisdiction; however, across Oak Street is property that was annexed a few years ago and zoned Neighborhood Commercial. There is an existing, brick single-family home on the property. The zoning classification that would be assigned to the property upon annexation is R-1, or low to medium density residential, and the city's future land use map also identifies the property as low to medium density residential. Hucks stated that staff recommended approval of this request.

<u>Motion:</u> White made a motion, seconded by Blain, to approve first reading of Ordinance #ZA2024-07-15 (A). <u>Vote:</u> Unanimous. Motion carried.

B. First Reading of Ordinance #ZA2024-07-15 (B) to annex approximately 11.22 acres of property located on Highway 501, past the intersection of Wild Wing Blvd & Highway 501 (PIN 383-00-00-0323), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district. Hucks said that this property is located a little past the intersection of Wild Wing Blvd, on the left side of Highway 501 heading toward the beach. Last year, the adjacent property was annexed into the city as Highway Commercial, for development of 2 fast food chains. Properties on either side are already within the city limits, essentially making this property a donut hole, and requiring annexation in order to connect to city utilities at the time any development is proposed. The property is currently zoned Highway Commercial in the county's jurisdiction, and the requested zoning classification, if annexed, is also HC. The city's future land use map also identifies the property as Highway Commercial. Planning Commission held the required public hearing on the request at their June 6 meeting, and recommended approval. Hucks said that staff also recommends approval of the request.

<u>Motion:</u> Blain made a motion, seconded by Goldfinch, to approve first reading of Ordinance #ZA2024-07-15 (B). <u>Vote:</u> Unanimous. Motion carried.

C. First Reading of Ordinance #ZA2024-07-15 (C) to rezone approximately 3.31 acres of property located at 695 Century Circle (PIN 383-06-03-0005) from the City of Conway Planned Development (PD) district to the City of Conway Light Industrial (LI) district. Hucks said that this property is located on Century Circle, inside the Atlantic Center Industrial Park. A majority of the properties within the Atlantic Center are in the County's jurisdiction, zoned Planned Unit Development, or PUD, which is the

older version of the Planned Development District. This property was annexed into the city in 2006 as a Planned Development. The property was not proposed to be developed until 2022, when the property owner inquired about whether a heavy equipment sales and service center would be permitted on the property. They were informed then that the use was not permitted, based on the list of prohibited uses within the Planned Development ordinance for the property, which mirrors the protective covenants for the Atlantic Center Industrial Park. At some point in the summer of 2022, a determination was made that the proposed use could be permitted with approval from the Property Owner's Association. Subsequently, the owner provided a letter from the POA approving the use with conditions that were later satisfied, giving the property owner approval to move forward with permitting. A few months ago, when a certificate of occupancy for the building was requested, current staff realized that the Planned Development for the property did not permit the use that was constructed on the site. Even with approval of the Atlantic Center property owner's association, the permitted or prohibited uses – per the Planned Development District ordinance for the subject property, is still applicable and dictates the specific uses permitted for the property under the city's code. The certificate of occupancy was granted; however, the use as it sits now – even though recently constructed, is considered legal nonconforming, which prohibits any expansion outside of the current building footprint and if for any reason the use ceased operation or was vacated, it could not be re-established after 180-days.

Hucks continued to say that aside from that, a Planned Development District is required to consist of a mixture of uses, including different residential dwelling types, different densities, as well as commercial uses. A single use Planned Development does not meet the intent of a Planned Development District. Rezoning the property from a Planned Development to Light Industrial would be consistent with other properties in the Atlantic Center that are in the city limits, and it would remove the nonconforming status of the existing use. Further, it would remove property from the Planned Development district designation that does not comply with the city's ordinance for Planned Developments.

Hucks said that even with the property being rezoned to Light Industrial, it would continue to be subject to the protective covenants for the Atlantic Center Industrial Park.

Hucks stated that the Planning Commission held the required public hearing on the request at the June 6 meeting, and recommended approval. Hucks said that staff also recommends approval.

<u>Motion:</u> Goldfinch made a motion, seconded by Hardwick, to approve first reading of Ordinance #ZA2024-07-15 (C). <u>Vote:</u> Unanimous. Motion carried.

D. First Reading of Ordinance #ZA2024-07-15 (D) to amend Article 10 – Subdivision and Land Development, of the City of Conway Unified Development Ordinance, regarding revisions to various standards contained within Article 10. Hucks said that the revisions to Article 10 were discussed at the workshop portion of the June 3 council meeting. Planning Commission held a public hearing on the amendments at their June 6 meeting, and recommended approval of the amendments. Included in Planning Commission's recommendation were additional minor revisions for Article 10 as well as revisions submitted by Public Works, including increasing the stormwater warranty from

1 year to 3 years, revisions to the type of soil aggregate required for road construction, and roadway inspection requirements. Other items proposed to be amended in Article 10 were shown on the screen, and the ordinance has been updated to include <u>all</u> of the proposed revisions. There will be additional amendments to Article 10 forthcoming, which includes changes to the City's open space requirements and requirements regarding Conservation Subdivisions; however, because those specific sections of Article 10 are more comprehensive, staff is advertising those amendments separately and is looking to have those considered in the next couple of months. Hucks stated that staff recommended approval of the proposed amendments.

Blain stated that there were some housekeeping items that need to be addressed.

<u>Motion:</u> White made a motion, seconded by Blain, to approve first reading of Ordinance #ZA2024-07-15 (D), along with the housekeeping changes. <u>Vote:</u> Unanimous. Motion carried.

E. First Reading of Ordinance #2024-07-15 (E), an ordinance granting a distribution right-of-way easement to the South Carolina Public Service Authority (Santee Cooper) across property of the City of Conway adjacent to Wright Boulevard at Racepath Avenue (PIN 368-03-01-0009). Hyman said that this is a request from Santee Cooper for a distribution of a right of way easement. Hyman stated that Santee Cooper is doing a lot of upgrades in this area with existing poles that they are hoping to convert to crossarms. Hyman said that this was spoken of favorably at the workshop at the last Council meeting and it is back before Council for first reading.

Motion: White made a motion, seconded by Goldfinch, to approve first reading of Ordinance #2024-07-15 (E). **Vote:** Unanimous. Motion carried.

F. First Reading of Ordinance #2024-07-15 (F), an ordinance granting permanent and temporary easements to Dominion Energy across property of the City of Conway adjacent to Lake Busbee. Rogers stated that this request was discussed at last meeting, and this is to approve first reading of the ordinance. Rogers said that representatives from Dominion were present if Council has any questions.

Motion: Goldfinch made a motion to approve first reading of Ordinance #2024-07-15 (F).

Hardwick had concerns with safety, wetlands, and any damage responsibilities. Paul Thompson, Right of Way Group of Dominion Energy addressed the concerns.

Blain seconded the motion. Vote: Unanimous. Motion carried.

G. First Reading of Ordinance #2024-07-15 (G), an ordinance amending Title 1, Government and Administration, Chapter 8 Elections, transferring of authority form the City of Conway to the Horry County Election Commission for conducting the City's Municipal Elections. Rogers said that the City of Conway has traditionally held full authority to conduct all aspects of the municipal election and it isn't something that is done very often as the city only has a scheduled election every 2 years, and do not have a

dedicated department for it like the county does, so this is an ordinance to transfer the conducting of the municipal elections to the Horry County Election Commission.

Motion: Goldfinch made a motion to approve first reading of Ordinance #2024-07-15 (G).

Blain mentioned that there is language supportive of what is already written that Council has read, that is more legal suffice that will be attached for final reading.

Jordan seconded the motion. **Vote:** Unanimous. Motion carried.

CONSIDERATION:

A. Consideration of a Special Event – Riverfest 2024 – June 29. Rogers said that this is a special event request for Riverfest. The chamber is requesting the closure of Elm Street at Second Avenue, Marina Drive and Laurel Street from 10:00 a.m. until 10:00 p.m. on the day of the event.

White said that annual events need not be approved each year unless there are changes. Emrick said that generally if it is exactly the same request as in the past, it is placed on the consent agenda so that council still has the ability to see, review and approve. Emrick said that this layout is slightly different so that is why this request was placed on the regular agenda.

Motion: White made a motion, seconded by Hardwick, to approve the special event application for Riverfest. **Vote:** Unanimous. Motion carried.

B. Consideration of Selection of Design Professional to Create a City of Conway Parks Master Plan. Hyman said that the City advertised publicly to select a firm for this and the idea is that the plan would have a needs assessment, an inventory of all the current facilities, and offer suggestions on how the city needs to grow. As the city is growing, the city needs spaces for parks so this Master Plan would help identify where these new parks would need to be located and what kinds would need to be placed where. The plan would identify appropriate staffing needs and also make sure that there is a cohesive look and branding to the parks. Hyman said that 3 proposals were submitted, staff scored them, then chose and recommends Greenberg Farrow.

Goldfinch asked what the funding source is. Hyman said a grant from the SCPRT, hospitality funds, and recreational professional services money.

<u>Motion:</u> Blain made a motion, seconded by Helms, to approve the selection of Greenberg Farrow to create a City of Conway Parks Master Plan. <u>Vote:</u> Unanimous. Motion carried.

CITY ADMINISTRATOR'S REPORT:

Emrick informed Council of the following:

- On June 25, the City will host a Public Meeting about the grant funded McKeithan Watershed project. This meeting will provide residents with more information about the project with representatives from our professional engineering team on hand to answer any questions that might be had. The meeting is at the Planning & Development meeting from 5 p.m. until 7 p.m.
- The Summer Movie Series continues this Friday with Grease.
- On June 29, the City will host the 2024 Summer Slam Mixed Doubles Pickleball Tournament.
- The WES Football and Cheer Camp is on June 29 all day.
- Staff have heard a few accounts of misinformation about the landscaping at the new Kingston Parking lot. Staff spent a long time choosing the appropriate plant materials for the bioswale that fronts Kingston Street. The bioswale captures water runoff from the parking lot instead of it flowing into a pipe and then directly into the river. The plants that were chosen were based upon the succession of bloom time, color arrangement, height at maturity, erosion control, sun requirements, ability to withstand pollutants and uptake the pollutants preventing them from getting into the river and finally, the ability to withstand the fluctuations of a dry and wet environment. Most importantly, the plants are arranged in a pattern that will slow the water down, so they have a longer period of time to clean the water. There are two different species of fortnight lily, lavender, two types of mat rush, switch grass, yucca, st john's wort, bee balm, rosemary, butterfly bush, river oats, blue aster, goldenrod, cornflower aster, swamp rose mallow, mealy cup sage, and more.
- There are a few spots left on the Youth Council for the fall. If anyone is watching or if you have a student at Conway High School that would be interested, please visit the website for Conway High School to sign up.
- There is a tropical system just off the coast of the Bahamas that we are keeping an eye on. We do not think it will have much of an impact on us, but we are watching it, nonetheless.
- Emrick said that he received the Coastal Carolina Association of Realtors update this morning. Nationwide, higher borrowing costs and accelerating home prices have created a dip in existing home sales compared to last year. Locally, our inventory has continued to increase, finally crossing the pre-COVID threshold. This has allowed for a slight decrease in the median sales price. For Conway specifically, our single-family listings are up 34%, closed sales are up 1.8% and the median sales price has increased by 1% to \$295,000. Days on the market have actually decreased by more than 6%. Multifamily listings are seriously lagging, with new listings, closed sales and median price all dropping.
- Emrick stated that the rail turn bridge is open in the rail position and that it is being repaired now but doesn't know the timetable.
- Emrick said that there are two workshop items before the executive session that are on the agenda.
- Department head reports tonight from Planning and Solid Waste.

Solid Waste Department – Jenerette said that the Solid Waste Department received two grants: (1) S.C. DHEC Grant for \$41,722.52 for the Hurricane Recovery fund for the purchase of a new guardian sprayer and two years supply of chemicals; and (2) Horry County Solid Waste Authority Grant for \$10,000 to purchase 300 blue recycle carts. Jenerette stated that the Solid

Waste department has one open position for a front-end loader driver. The Department has received 3 new automated trucks and is waiting on 2 more trucks. The total bill for the landfill was \$83,327.26 for the month of May.

Helms stated that she had received concerns from businesses about crossing 905 to take their garbage to the new ERF. Jenerette explained the need for all the new ERFs downtown.

<u>Planning and Development Department</u> - Hucks said that the last time she gave a department report, she provided several numbers to update Council on several items that is handled mainly by staff in Planning & Development. These include annexation and rezoning requests, variance requests, appeals, Community Appearance Board or Tree Board requests, number of lots that are currently in review, how many illegal signs have been removed, among other statistics, that show how busy our department and the city as a whole is when it comes to development in general. Hucks said that she had several of those statistics to provide, but first she thought she would share just a snapshot of what the department, with the direction of council, has accomplished this past year because she knows that there are times when the public only sees or hears about the number of homes that are being built or proposed to be built. While a large part of Planning & Development is the review of proposed subdivisions or other types of development within the city limits, there are other things that Planning & Development is involved in that have a positive impact on Conway residents. One of them is the various amendments to the City's Unified Development Ordinance (UDO for short). Over the last year, the city has adopted 14 amendments to the Unified Development Ordinance, and while that is a lot of changes to the city's zoning and land development regulations, there are currently 10 text amendments in process. Some of the more notable amendments that have been adopted include:

- Revisions to residential design standards for major residential subdivisions, that provide additional standards to ensure the quality design of residential structures and that protect and preserve the character of residential areas throughout the city.
- Standards for electric vehicle changing stations that permit charging stations in certain areas and zoning districts throughout the city, but also limits supercharging stations, or Level 3 chargers, to areas with the highest traffic volume.
- Increased height limit in the high-density residential district for properties on Hwy 501 bypass to encourage multifamily development, but in areas where high-density development is needed and appropriate.
- Eliminated parts of the UDO that required religious institutions to rezone to a Planned Development if the property was 3 or more acres in size, ensuring the city's compliance with the religious land uses and institutionalized persons act; and
- Amended the city's future land use map for property off of Sessions Street which allowed a property containing an existing church to be rezoned to a district that would permit a daycare at that location; something that is needed within the community; and finally
- An amendment to the UDO that permits Council to zone property as Conservation Preservation upon annexation or through the rezoning of property if it contains environmentally sensitive areas. This amendment, along with the city's other current mechanisms for preserving wetlands or floodplains thru conservation subdivision design, or through the development agreement process, has ensured just in the last couple of years that nearly 1,000 acres of environmentally sensitive property would be preserved in perpetuity, with several hundred more acres expected to be added to that total through

proposed development of conservation subdivisions and annexations. Aside from this total, the city currently has approximately 3,000 acres designated as conservation.

Hucks stated that staff is currently working on several amendments to the UDO that would address issues that have created many variance requests over the years regarding corner lots and existing lots with double frontage and getting close to completing a draft of the rewrite of the Tree Preservation Ordinance, another topic that was discussed at budget retreat in 2023. Staff's goal is to have the draft ordinance reviewed by the Tree Board at one of their July meetings and then to have it considered by Planning Commission in August or September.

Hucks said that as far as other statistics are concerned, Planning & Development has had 183 plan submittals through the end of May, which include residential and commercial development; 313 single-family residential dwelling reviews, 378 reviews for accessory structure permits (fences, sheds, signs, etc.); removed nearly 600 illegal signs; issued 36 mobile vending permits; there have been 335 zoning violations; GIS staff has created approximately 600 maps, assigned 437 addresses since January 1st, have updated GIS layers to reflect 185 restrictive covenants that have been recorded since January 1st.

COUNCIL INPUT:

Hardwick thanked Dominion Energy for being at the meeting today to answer questions. Hardwick said that the Juneteenth celebration at Smith Jones was fun and that she looks forward to the City building upon the celebration. Hardwick thanked staff for all that they do.

Jordan congratulated Grant Holmes from Conway as he worked his way up from Rec ball, through 10 years on minor league baseball and now has made his debut with the Atlanta Braves.

Goldfinch said that Council has stepped up to make sure that our community remains safe by ensuring that we have great public safety employees, and he thinks for the first time ever that the Firefighters I are starting off more than Horry County. Goldfinch said that nobody likes to pay more in taxes but the City has to take care of its people and he is glad that the City is doing that. Goldfinch recommended that when ERF's are put into place that businesses are given an opportunity and a heads up to plan for the change so that they can plan accordingly. Goldfinch said that he thinks that Grant Holmes from Conway is the first kid from Horry County to ever play in the major league and he would like to honor him with a Council Resolution for his accomplishment.

White said that he was glad to be back as for the last couple of weeks he was with the mayor at a convention in DC and last week he was on a vacation with his kids. White said that while he was gone that he still sent in his requests to let everyone know that he was watching.

Helms said that she went by the Riverwalk, and it looks awesome. Helms commended staff and will pass along the answers she was provided regarding the ERF's. Helms said that there were 35 baseball teams at the Billy Gardener Complex this past weekend for a tournament and also hosted an 11-12 tournament. Helms said that the 10U and 12U fast pitch girls are going to state again this year, for a 4 peat. Helms said that it was a great idea for the Resolution as it is a big deal for Grant. Helms said that she has had a couple of people call her about the grass at Conway Country

Club being a little bit of an eyesore as people are passing on Country Club and asked staff to look into it. Helms then said that she appreciates all that staff does.

Blain said that she also strongly supports the Resolution for Grant Holmes. Blain agrees with Cheryl Adamson and others that the City's first Juneteeth was a good showing of the beginning that has great potential for our future and thanked all for making it happen. Blain talked about being the President of the South Carolina Municipal Association, and Chairman of the Board for the Waccamaw Council of Governments. Blain discussed funds that are available through the WRCOG. Blain gave a shout out to Will Smith who will is joining the Florida Hurricanes. Blain mentioned going to DC this past week with the MASC and her conversation with the Department of Energy, authorities from the National League of Cities, and staff from Senator Lindsay Grahams office. Blain thanked everyone for their work, thoughtfulness, creativeness, and for all that staff does.

WORKSHOP:

Annexation at Corner of Highway 905 and John Doctor Road

Hucks informed Council that the applicants, Thomas & Hutton, who are also present, are looking to request annexation of this property, located on Highway 905 & John Doctor Road, for the purposes of residential development. There are several properties with frontage on John Doctor Rd that are within the city limits, but only one on the opposite side, furthest from the city limits (corner of John Doctor and Hwy 905), and at one time, it's staff's understanding that there had been discussions about not annexing any further outside the city limits. This parcel is within the city's water and sewer utility service area, so any development would require the applicant to at least request annexation. The property is approximately 126 acres and current zoning is splitzoned as Horry County Commercial Forest Agriculture, Horry County SF40 (which is singlefamily site-built homes on a minimum lot size of 40,000 sq. ft.) and Horry County SF20 (also single-family, site-built homes but on a minimum lot size of 20,000 sq. ft.). Most of the in-city zoning surrounding the property is R-1 which is also the city's former default zoning district. In 2019, Council adopted a new default zoning district of "R" which is the new low-density residential zoning district for the city. If annexed, the property could be assigned the default zoning of R, which would require a minimum lot size of 10,000 sq. ft. However, if the property is annexed, given the default zoning of R, the property could also be developed as a conservation subdivision, which would reduce the required minimum lot size to 6,000 sq. ft.

Hucks said that staff wanted to bring this before Councl to get their thoughts on the request and wanted to make council aware that if the applicant seeks annexation as the default zoning district or R, Planning Commission is not required to make a recommendation, and no public hearing would be required, but the density that could ultimately be achieved if annexed is significantly less than what the county's current zoning district requires. If the applicants sought to rezone the property in the county, they would be required to request a rezoning and there would be a public hearing process. Regardless of that, because the property is within the city's utility service area, it's likely they would have to request annexation before that could occur.

There was much discussion regarding this request and Council asked staff to bring forward a proposal that states what size parcel, depending on acreage or number of lots, would trigger a possible Development Agreement.

Hucks said that staff supports this request as it is in the City's service area.

<u>Carwash/Auto Detailing, including Mobile Auto Detailing</u> - Hucks informed Council that a few weeks ago, staff received a business license request for an auto-detailing / car washing business that would be located in the Commerce Plaza industrial park on East Cox Ferry Road. Car washing and detailing facilities are classified as conditional use in the Highway Commercial, Light Industrial and Heavy Industrial districts. However, the site is now required to comply with certain conditions in order for the use to be established or permitted. Most of the time, the site would be able to comply if the property is developed for the use, but there are cases where the property is developed and the use occupies an existing building, making this particular use difficult for those seeking to have a mobile-detailing business. Some of these conditions include that:

- the use cannot be located within 100' of a residential district;
- the property must contain an exit drive that is 100' in length, measured from the vehicle exit of the car wash to the pavement edge of the street;
- surface and drainage treatment at the exit drive shall be designed so that no water accumulates on the surface or onto the public right of way; and
- the minimum lot size shall be at least 20,000 sq. ft.

Hucks said that staff agrees that car washing facilities should continue to adhere to these standards. However, auto detailing or mobile auto detailing facilities may be better classified separately, with different conditions. Over the years, staff has turned away several people who wish to operate a mobile auto-detailing business as a home-based business because the use could not meet the conditions for the use, and because of the concern that the business would be conducted from the home, and cars would be lined up along neighborhood streets to be washed and detailed. However, just like with other home-based businesses, there are conditions that could be put on the zoning compliance for the business license and if violated, the zoning compliance could be revoked. Horry County's zoning ordinance permits auto-detailing as a home-based business with the condition that no vehicles be brought to the home for service. Years ago, this use was not permitted as a home-based business so at some point, they likely amended their ordinance to allow it due to the high demand for this type of business. Additionally, Horry-Georgetown Technical College has brought back their automotive program after 30 years and will offer "automotive reconditioning" as a course or study within the automotive program. Point of info: automotive reconditioning is a process of taking a pre-owned vehicle and sending it through multiple inspections for needed repairs and full detailing to bring it back to "like new" conditions mechanically and cosmetically.

Hucks stated that staff wanted to bring this to Council to see if they would like staff to pursue an amendment to the Unified Development Ordinance that would separate the use of mobile detailing from the car washing facilities ordinance and list certain conditions that would apply to all business licenses for mobile car washing / auto detailing.

After much discussion, Council recommended that staff bring back this proposed amendment.

EXECUTIVE SESSION: <u>Motion</u>: Goldfinch made a motion, seconded by Helms to enter into Executive Session for the following: (A) Discussion on Contractual Negotiations Incident to the Potential Development of Property on Ann Street [pursuant to SC Code §30-4-70 (A) (5)]; (B) Discussion on Contractual Negotiations Incident to the Potential Development of

Riverfront Property [pursuant to SC Code §30-4-70(A) (2)]; and Discussion on Contractual Negotiations Incident to Property near Racepath Street [pursuant to SC Code §30-4-70(A) (5)].

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

POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: <u>Motion</u>: Jordan made a motion, seconded by Blain to authorize the City Administrator to negotiate a counteroffer with the entity that the City is in negotiations with for Riverfront Development. <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 OF MINUTES:	Minutes approved by City Council this	day of
, 2024.		-
	_	
Alicia Shelley, City Clerk		

DATE: JULY 15, 2024

ITEM: VI.A.

Resolution Honoring the Conway All Stars 12U Softball Team as the South Carolina State Champions

DATE: JULY 15, 2024

ITEM: VI.B.

$Presentation\ of\ Longevity\ Awards-June\ 2024$

10 Years: June Wood, Administration10 Years: Peyton Andreucci, Recreation

DATE: JULY 15, 2024

ITEM: VI.C.

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

DATE: JULY 15, 2024

ITEM: VI.D.

ISSUE:

Discussion of a request by Larry Carter of CMH Homes INC, applicant, to annex approximately 5 acres of property located at 2493 E Hwy 501, (PIN 383-14-02-0002), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

On June 17th, 2024, the applicant submitted an annexation and rezoning application for the subject property, located at 2493 E Hwy 501. The property is currently zoned Horry County Highway Commercial (HC) and is currently the location of the business Clayton Homes. The property is a donut hole along this portion of Hwy 501, and the adjacent parcels have been within the City of Conway for a number of years. The property does have a restrictive covenant on file and is requesting annexation at the city's request as a part of the restrictive covenant agreement.

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Light Industrial (LI), and City of Conway Highway Commercial. Adjacent uses is a self-storage facility, and Tyson Sign company office space.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the entire parcel as *Highway Commercial (HC)*.

PLANNING COMMISSION:

Planning Commission is scheduled to considered the request and held a public hearing at their July 11th meeting. Staff will forward their recommendation with First Reading of the request.

ATTACHMENTS:

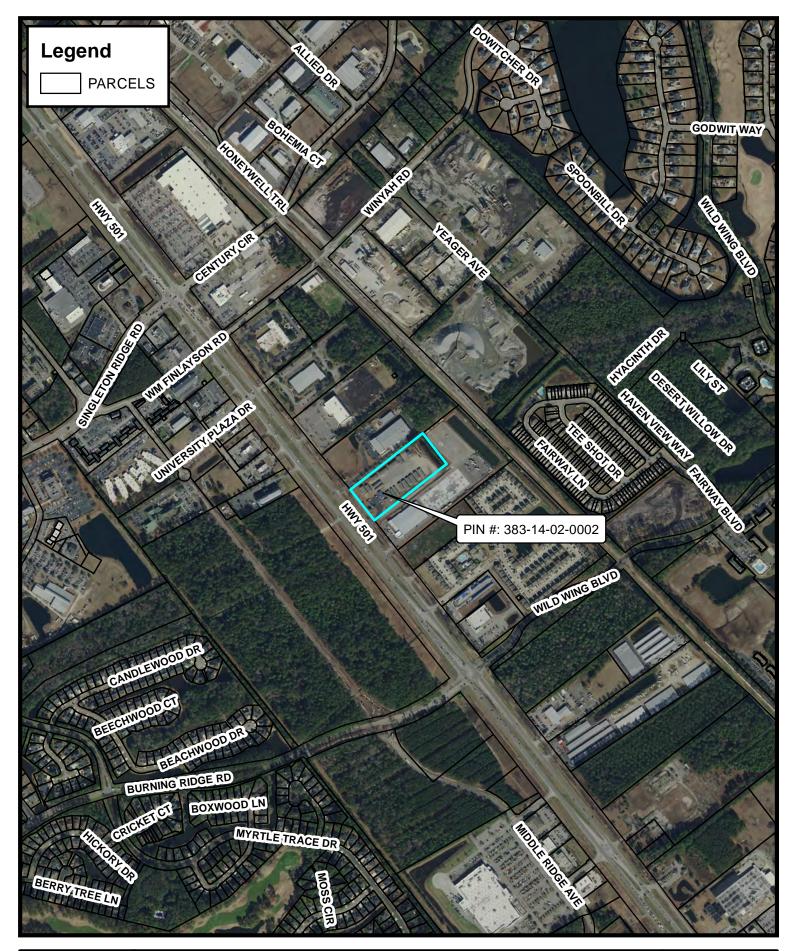
Application;

GIS Maps



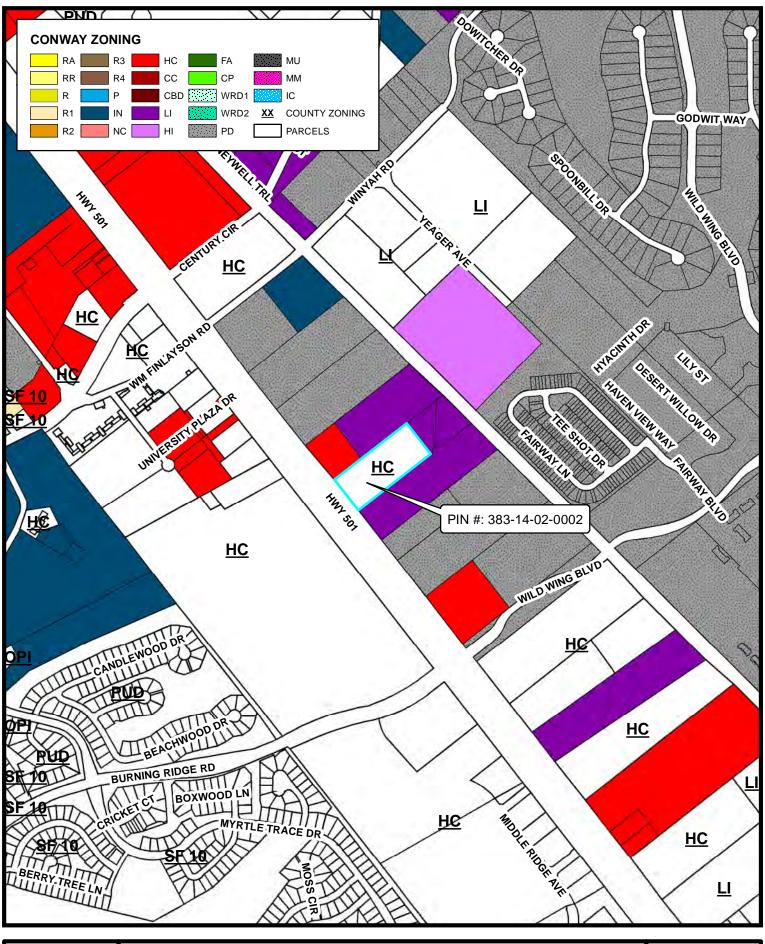




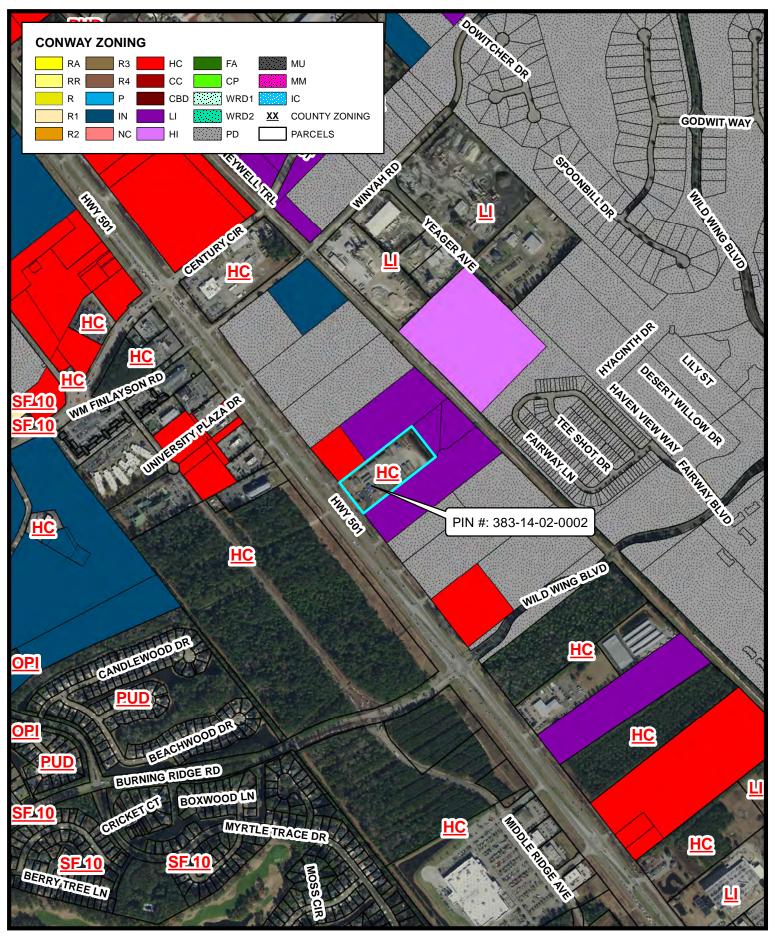






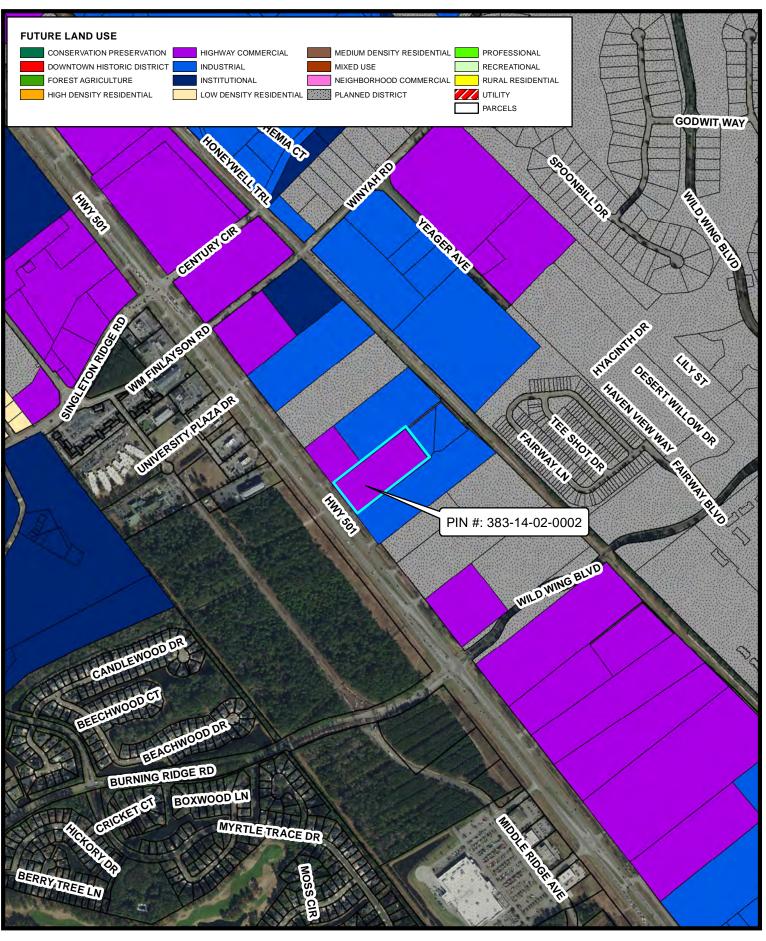






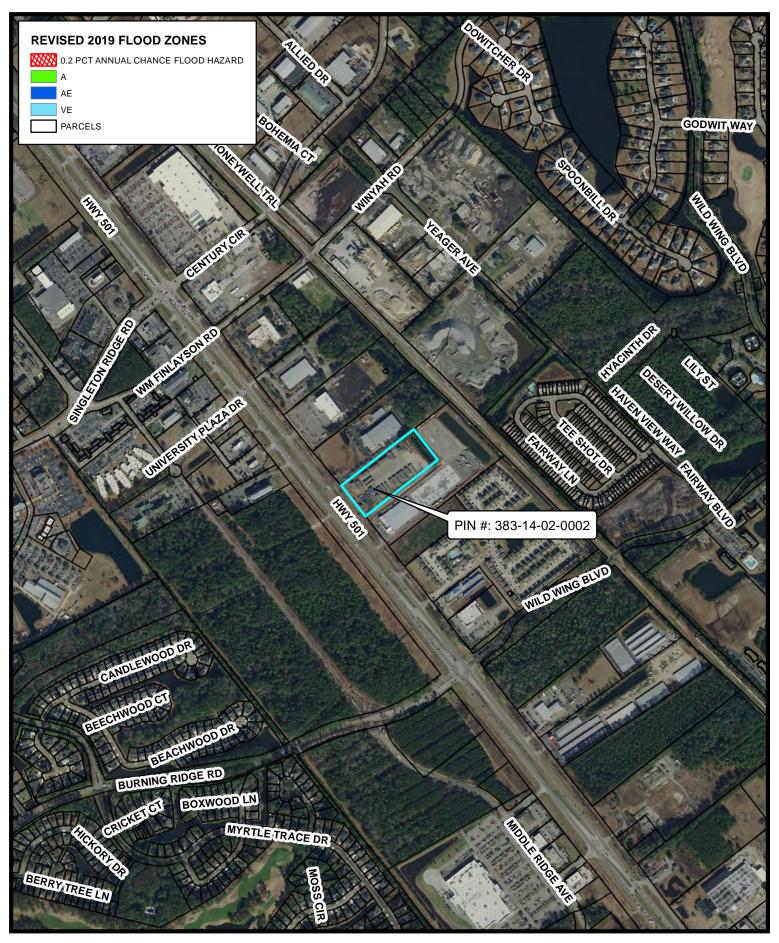
















MAYOR Barbara Jo Blain-Bellamy



COUNCIL MEMBERS
Amanda Butler
William M. Goldfinch IV
Julie Ann Hardwick
Beth Helms
Justin D. Jordan

MAYOR PRO TEM

Larry A. White

June 7, 2024

CMH Homes Inc Retail Prop Dept #295 Maryville TN 37802-9790

Re: PIN # 383-14-02-0002 Legal Description: ; LOT B

Your property is adjacent to Conway City Limits, and the City of Conway is requesting you to annex into the City limits and rezone it from Horry County Highway Commercial (HC) zoning district to City of Conway Highway Commercial (HC) zoning district.

The annexation process is not complicated, and all associated fees will be waived. Staff will walk you through the entire process. For most single-family residential homes, the annexation process includes two readings of the annexation request at City Council. For all other uses, the annexation process requires City of Conway Planning Commission approval in addition to the two City Council readings.

To begin the process, you will need to fill out the attached forms. We have already filled out some portions for you; please fill out the remaining portions. On the Zoning Map Amendment Application, we have added our recommendation for the "Requested Zoning Classification". You can contact the Planning Department to discuss the requested zoning classification and its allowed uses at 843-488-9888. Once the forms have been completed, they can be sent via email to aemrick@conwaysc.gov or mailed to the address below:

City of Conway Attn: Adam Emrick PO Drawer 1705 Conway, SC 29528 (843) 488-248-1760

Please call if you have any questions, and we look forward to welcoming you to the City of Conway!

Sincerely,

Adam Emrick City Administrator

Pros of Annexation into the City:

- 1. **Decreased Water Rates:** Upon incorporation into the city, water rates are slashed, offering significant savings on water consumption for residents and businesses alike.
- 2. **Improved Garbage Collection Services:** Enjoy more efficient and cost-effective garbage collection services, ensuring cleaner neighborhoods and reducing environmental impact.
- 3. **Discounted Rates for Commercial Dumpster Services:** Businesses benefit from discounted rates for both dumpster rentals and purchases, helping to manage waste disposal costs effectively.
- 4. **Lower Fire Insurance Premiums:** Annexation into the city results in lower fire insurance premiums for property owners, contributing to overall cost savings and improved safety measures.
- 5. **Community Representation:** Residents gain a voice in local governance and decision-making processes, ensuring their interests are represented and addressed by elected officials.



(Print)

(Print)

Larry Carter

PETITION FOR ANNEXATION

Staff Use Only	
Received: BS&A #:	

Phone: (843) 488-9888 City of Conway Planning 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 STATE OF SOUTH CAROLINA PETITION FOR ANNEXATION **COUNTY OF HORRY** TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and WHEREAS, the area requesting annexation is described as follows, to wit: NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway. PROPERTY LOCATION/SUBDIVISION: ; LOT B PIN: 383-14-02-0002 ACREAGE: <u>5</u> 2493 W HWY 501, Conway, SC 29526 CMH Homes, Inc. POB 4098 MARYVILLE TN 37802-9790 PROPERTY OWNER MAILING ADDRESS: PROPERTY OWNER TELEPHONE NUMBER: ___865__380__3000_ PROPERTY OWNER EMAIL: __RTLLICENSE@CLAYTONHOMES.COM-APPLICANT: ___CMH HOMES, INC. dba CLAYTON HOMES #295_ IS APPLICANT'S EMAIL: _____RTLLICENSE@CLAYTONHOMES.COM THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES NO **IF NOT:** 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) DATE:

6/17/2024



Zoning Map Amendment Application Incomplete applications will not be accepted.

Staff Use Only	
Received:	
BS&A #:	

City of Conway Planning Department 196 Laurel Street, 29526

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

www.citvofconway.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: 2493 W HWY 5	D1, Conway, SC 29526 FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 5	PIN: 383-14-02-0002
CURRENT TONING CLASSIFICATION: Horry (County Highway Commercial
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:	
City o	f Conway Highway Commercial
REQUESTED ZONING CLASSIFICATION: OTTY O	- Conway ingnway Commercial
NAME OF PROPERTY OWNER(S):	
CMH HOMES INC	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
CMH HOMES, INC.dba Clayton Homes #2	95
PO Box 4098, Maryville, TN 37802	
*********************	********************
I (we) the owner(s) do hereby certify that Amendment Application is correct.	all information presented in this Zoning Map
larry Carter	6/17/2024
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

DATE: JULY 15, 2024

ITEM: VI.E.

ISSUE:

Discussion of a request by Shridhar Kamma of Enoree River Investments LLC, applicant, to annex approximately 0.67 acres of property located at 3045 E Hwy 501, (PIN 399-01-04-0008), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

On June 19th, 2024, the applicant submitted an annexation and rezoning application for the subject property, located at 3045 E Hwy 501. The property is currently zoned Horry County Highway Commercial (HC) and is currently the location of a title loan business. The property is a donut hole along this portion of Hwy 501, and the adjacent parcel, Founders National Golf LLC, was annexed into the City of Conway earlier this year. The property does have a restrictive covenant on file and is requesting annexation at the city's request as a part of the restrictive covenant agreement.

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Light Industrial (LI), and City of Conway Highway Commercial. Adjacent uses is a gas station, vacant land and Myrtle Beach International Golf Course entrance signage.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the entire parcel as *Highway Commercial (HC)*.

PLANNING COMMISSION:

Planning Commission is scheduled to consider the request and hold a public hearing at their August 1st meeting. Staff will forward their recommendation with First Reading of the request.

ATTACHMENTS:

Application;

GIS Maps



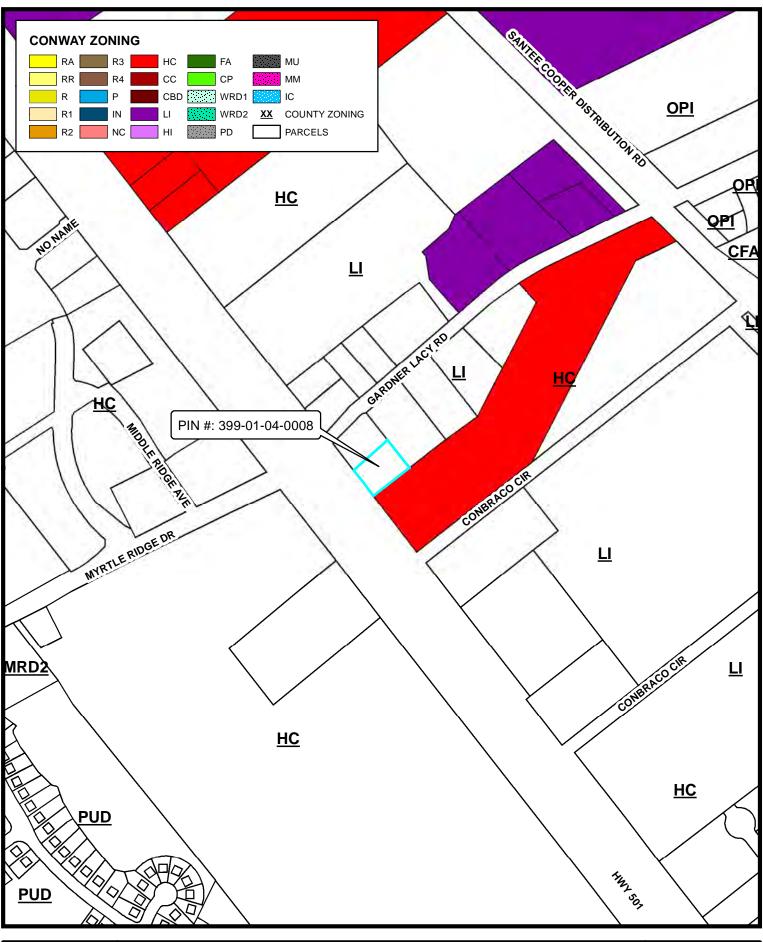






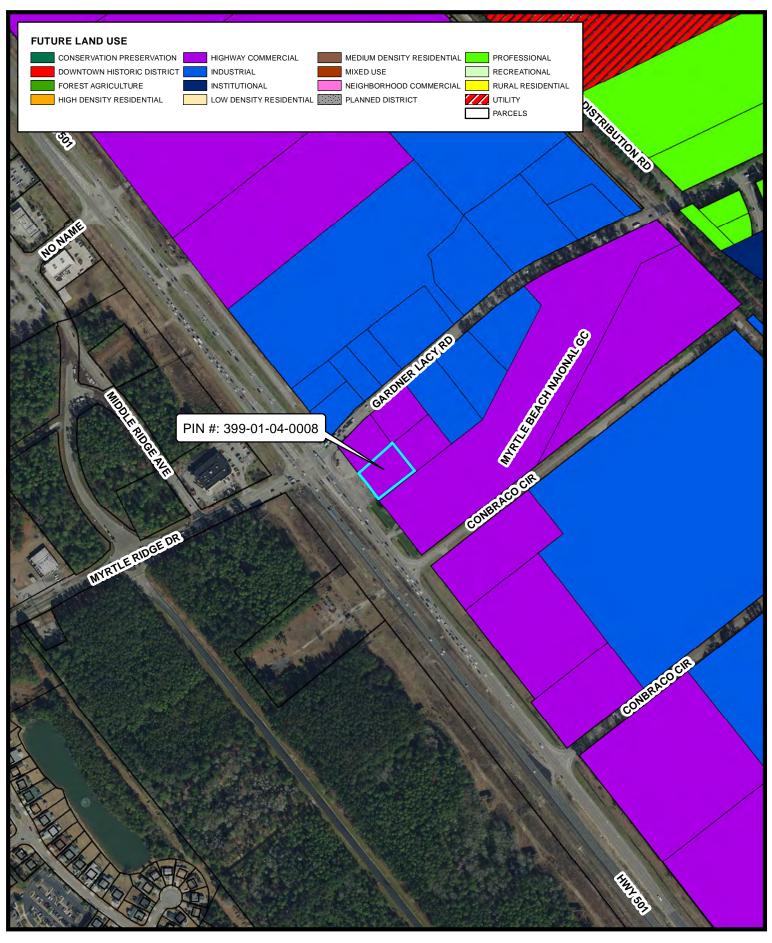






















39901 04 0008



STATE OF SOUTH CAROLINA

COUNTY OF HORRY

RESTRICTIVE COVENANT

KNOW ALL ME BY THESE PRESENTS, that, (I, we) Convey A Convey (Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway. The property/parcel is situated outside the corporate limits of the City Of Conway. The property/parcel is identified in the records of the Assessor of Horry County as Tax Map 3990 040008 and is physically located at 3045 Hwy Soi Fast Conway & 29526. The above referenced property was conveyed by deed to the Grantor and recorded in the Office of the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 260 at Page 1699

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 (mysetf/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.

Instrument#: 2015000129412, DEED BK: 3861 PG: 201 DOCTYPE: 082 10/08/2015 at 03:48:16 PM, 1 OF 2 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS

OS day of SIGNED, SEALED AND DE	2015 ELIVERED by	·
Grantor in the presents of:	> '	
Witness	ONE WORK PARTY.	Grantor Name
Witness	and the second s	Grantor Name
STATE OF SOUTH CAROLINA)	DOORATE
COUNTY OF HORRY PERSONALLY appeared be saw the within named Grantor(s) significant.	yn, seal and a	PROBATE undersigned witness, and made cath the is his/her act and deed, deliver the with the other witness named above witne
COUNTY OF HORRY PERSONALLY appeared be saw the within named Grantor(s) significant.	yn, seal and a	undersigned witness, and made oath the is his/her act and deed, deliver the with the other witness named above witne
COUNTY OF HORRY PERSONALLY appeared be saw the within named Grantor(s) sign Agreement and Covenant; and that execution thereof.	gn, seal and a t he/she with	undersigned witness, and made oath the is his/her act and deed, deliver the with
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PERSONALLY appeared be saw the within named Grantor(s) sig Agreement and Covenant; and the execution thereof.	gn, seal and at he/she with	undersigned witness, and made oath the is his/her act and deed, deliver the with the other witness named above witne

MAYOR
Barbara Jo Blain-Bellamy



COUNCIL MEMBERS
Amanda Butler
William M. Goldfinch IV
Julie Ann Hardwick
Beth Helms
Justin D. Jordan

MAYOR PRO TEM
Larry A. White

June 7, 2024

Enoree River Investments LLC 1270 Burcale Rd Myrtle Beach SC 29579

Re: PIN # 399-01-04-0008

Legal Description: ; HWY 501

Your property is adjacent to Conway City Limits, and the City of Conway is requesting you to annex into the City limits and rezone it from Horry County Highway Commercial (HC) zoning district to City of Conway Highway Commercial (HC) zoning district.

The annexation process is not complicated, and all associated fees will be waived. Staff will walk you through the entire process. For most single-family residential homes, the annexation process includes two readings of the annexation request at City Council. For all other uses, the annexation process requires City of Conway Planning Commission approval in addition to the two City Council readings.

To begin the process, you will need to fill out the attached forms. We have already filled out some portions for you; please fill out the remaining portions. On the Zoning Map Amendment Application, we have added our recommendation for the "Requested Zoning Classification". You can contact the Planning Department to discuss the requested zoning classification and its allowed uses at 843-488-9888. Once the forms have been completed, they can be sent via email to aemrick@conwaysc.gov or mailed to the address below:

City of Conway Attn: Adam Emrick PO Drawer 1705 Conway, SC 29528 (843) 488-248-1760

Please call if you have any questions, and we look forward to welcoming you to the City of Conway!

Sincerely,

Adam Emrick
City Administrator

Pros of Annexation into the City:

- 1. **Decreased Water Rates:** Upon incorporation into the city, water rates are slashed, offering significant savings on water consumption for residents and businesses alike.
- 2. **Improved Garbage Collection Services:** Enjoy more efficient and cost-effective garbage collection services, ensuring cleaner neighborhoods and reducing environmental impact.
- 3. **Discounted Rates for Commercial Dumpster Services:** Businesses benefit from discounted rates for both dumpster rentals and purchases, helping to manage waste disposal costs effectively.
- 4. **Lower Fire Insurance Premiums:** Annexation into the city results in lower fire insurance premiums for property owners, contributing to overall cost savings and improved safety measures.
- 5. **Community Representation:** Residents gain a voice in local governance and decision-making processes, ensuring their interests are represented and addressed by elected officials.



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:

(Print)

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

Submit signed forms to city of conw	ay I lammig	Department
STATE OF SOUTH CAROLINA)	PETITION FOR ANNEXATION
COUNTY OF HORRY)	
TO THE HONORABLE MAYOR A	AND CITY	COUNCIL OF CONWAY
	filing with	ws 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 are	all persons of	owning real estate in the area requesting annexation; and
WHEREAS, the area requesting a	annexation is	s described as follows, to wit:
NOW, THEREFORE, the unders area into the municipal limits of the City o		on the City Council of Conway to annex the below described
PROPERTY LOCATION/SUBDIVISION: 1	HWY 5	501
PIN: 399-01-04-0008	ACI	REAGE: 0.67
PROPERTY ADDRESS: 3045 E HV	VY 501,	, Conway, SC 29526
PROPERTY OWNER MAILING ADDRESS:	1270 Bl	JRCALE RD MYRTLE BEACH SC 29579
PROPERTY OWNER TELEPHONE NUMBE	R: 47	8-390-3900
PROPERTY OWNER EMAIL: Shr	TOSUNH	ouse petroleum .com
APPLICANT: Shi Kai	nna	ouse petroleum.com
APPLICANT'S EMAIL: Shriosun	housepe	froleum. com
IS THE APPLICANT THE PROPERTY OWN	•	
IF NOT: PLEASE INCLUDE A LETTER OF RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional share) (Print) (Signal	eds if necessar	
	11	DATE

(Signature)



PETITION FOR ANNEXATION

Staff Use Only	7.5
Received:	
BS&A #:	

Is there a structure on the lot: Yes Structure Type: Structure Type:
Current Use: Retail Place
Are there any wetlands on the property?
CIRCLE: YES O 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 O
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 O
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

Staff Use Only	
Received: BS&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. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 3045 E HWY 501, C	Conway, SC 29526 FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 0.67	PIN: 399-01-04-0008
CURRENT ZONING CLASSIFICATION: Horry Co	unty Highway Commercial
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: High	
REQUESTED ZONING CLASSIFICATION: City of C	Conway Highway Commercial
NAME OF PROPERTY OWNER(S):	
ENOREE RIVER INVESTME	NTS LLCPHONE # 478.390.39
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
1270 BURCALE RD MYRTLE BEACH SC 29	9579
1270 BURCALE RD MYRTLE BEACH SC 29	9579
I (we) the owner(s) do hereby certify that all Amendment Application is correct.	
Midhan	06/19/24
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

DATE: JULY 15, 2024

ITEM: VII.A.

ISSUE:

First Reading of Ordinance #ZA2024-08-05 (A) to annex approximately 127 acres of property located on John Doctor Rd & Hwy 905 (PIN 339-00-00-0013), and rezone from the Horry County Commercial Forest Agriculture (CFA) district, Horry County Residential, no mobile homes allowed (SF40) district and the Horry County Residential, no mobile homes allowed (SF20) district to the City of Conway Low-Density Residential (R) district.

BACKGROUND:

In June 2024, the applicant submitted an annexation and rezoning application for the subject property, located on John Doctor Rd and Hwy 905. The property is currently vacant. The applicant is seeking to annex the property for residential development, under the city's default zoning district of 'R' – Low-Density Residential, which requires a minimum lot size of 10,000 sq. ft. Because the property is contiguous to property already in the city limits, before any development could occur, the applicants would be required to *request* annexation.

Per Section 3.2.17 of the UDO, the intent of the "R" district is to provide for the preservation and expansion of areas for low-density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding areas.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the entire parcel as *Low-Density Residential*.

Surrounding properties – zoning and uses:

There are several zoning districts within the immediate area of the subject property; most of which are county zoning districts. The subject property is split-zoned three (3) different zoning districts: CFA, SF40 and SF20; however, a majority is zoned CFA.

- **CFA** permits site built or manufactured homes on lot sizes a minimum of a half-acre (21,780 sq. ft.)
 - Some of the subject property abuts "Golden Leaf Rd", which is off John Doctor Rd. There are several lots zoned CFA that face John Doctor Rd and Golden Leaf Rd that are approx. 6,900 to 8,700 sq. ft. in size. These lots would be considered legal nonconforming. Some of them are also currently vacant and are located within the city's service area. If developed, the owners would have to seek annexation as well if they become contiguous.
 - CFA is a "retired" zoning district. Properties cannot be rezoned to this district.

- **SF40** permits single-family site-built homes only (no manufactured homes allowed) on lot sizes a minimum of 40,000 sq. ft., or 0.92 acres (approx.)
- **SF20** permits single-family site-built homes only (no manufactured homes allowed) on lot sizes a minimum of 20,000 sq. ft., or 0.46 acres (approx.)
 - Several properties abutting the subject property are zoned SF20 (Cedar Ln; Shady Ln), yet do not meet the minimum lot size requirements, and are considered legal nonconforming, in that they do not meet the lot size requirements and they contain manufactured homes.

Other zoning districts in the immediate area include:

- (County) Transportation Related Services (TRS) allows uses that are auto reliant or focused on providing services for autos, public/private transportation facilities, services, and communication facilities.
 - There is one parcel zoned TRC directly abutting the subject property with frontage on Hwy 905. There are 2 other parcels across Hwy 905, at the corner of Hwy 905 and Old Pireway Rd, also zoned TRS.
 - TRS is a "retired" zoning district. Properties can no longer be rezoned to TRS.
- (County) Office, Professional, Institutional (OPI) office developments, hospitals, and nursing homes.
 - There is one parcel at the corner of Hwy 905 and Starview Rd zoned OPI, approx. 1.19 acres in size.
 - OPI is a retired zoning district. Properties can no longer be rezoned to OPI.
- (County) Multi-Residential One (MRD1) allows for mixed residential development in rural areas of the county.
 - There is one parcel zoned MRD1, approx. 1.23 acres in size, located on the opposite side of Hwy 905. There is another parcel zoned MRD1 not far from this one that is also on the opposite side of Hwy 905, approx. 100 acres in size.
- (County) Planned Development District (PDD) allows for a mixture of residential, commercial, office, industrial uses on a single site provided that a written narrative and conceptual plan are submitted.
 - The subject property is adjacent to the Hopes Crossing PDD, which is a Habitat for Humanity Community, with lot sizes averaging 0.28 to 0.30 acres, or 12,000 to 13,000 sq. ft. The homes within Hopes Crossing are single-family, site-built homes.
- (County) MSF20 allows single-family site built OR manufactured homes on lot sizes a minimum of 20,000 sq. ft., or 0.46 acres.
 - Rhodes Rd, across Hwy 905 from the subject property, has lot sizes ranging from 0.26 to 0.51 acres (11,300 to 22,200 sq. ft.). Most of the properties on Rhodes Rd contain manufactured homes. All of them are within the city's utility service area.
- (City) Low/Medium-Density Residential (R-1) allows for single-family, site-built homes on lot sizes a minimum of 7,500 sq. ft.
 - There are several parcels on the Conway side of John Doctor Rd and across Hwy 905 zoned R-1. Over the last few years, several parcels within the Langston Heights subdivision have been annexed

into the city, even though the subdivision was approved and developed in Horry County. Lot sizes in Langston Heights average half an acre to one acre in size, yet the zoning district (SF40) requires a minimum lot size of 40,000 sq. ft. There is also a small mobile home park at the corner of Hwy 905 and John Doctor Rd (on Langston Dr.) that is in the city limits, zoned R-1, which is considered legal nonconforming. Per County Land Records, the property was annexed in 2011.

Per Section 6.1.3 – Designation of Zoning for Annexed Areas (A), "when property has not been specifically included within a district or where property has become a part of the City of Conway by annexation, such areas shall be automatically be classified as Low Density Residential (R) for parcel(s) that can be developed as major developments, and Low/Medium Density Residential (R-1) for parcel(s) that can be developed as a minor development until such classification be changed by an amendment to the Ordinance."

Per Section 6.1.3 (B), "Where property is under consideration for annexation and the **property owner** has requested a classification other than Low Density Residential (R) for parcel(s) that can be developed as major developments or Low/Medium Density Residential (R-1) for parcel(s) that can be developed as a minor development, the City Council shall receive a recommendation from the Planning Commission and City staff concerning the appropriate zoning classification prior to a final vote to annex the property."

Per Section 6.1.3 (C), "Planning Commission shall hold a public hearing in accordance with the requirements set forth in Article 13, when a zoning classification different from the surrounding incity zoning is requested for property under consideration for annexation."

Based on the above language in the UDO, *Planning Commission is not required to provide a recommendation* because the default zoning classification of "R" is being requested upon annexation. The "R" (low-density residential) zoning district is a relatively new district, and before R was adopted as the default zoning district, the R-1 district was the "low-density" residential district and default zoning classification upon annexation. As such, the surrounding "in-city" property, currently zoned R-1, was considered the "low-density" residential district at the time of annexation and staff would consider the subject property, although no longer the same designation as the surrounding properties, the same classification being requested for the subject property as was requested for and/or assigned to the surrounding in-city properties at the time of their annexation.

STAFF RECOMMENDATION:

The subject property is within the city's utility service area. Regardless of whether Council chooses to annex now or sometime in the future, it is highly likely that the property will eventually be in-city property. If developed in Horry County, the same situation could occur on this property that has been occurring for lots within Langston Heights. Every time a lot is sold or a permit for construction of a home is requested, the owner will be directed to the City to request annexation. While the lots within

Langston Heights well exceed the minimum lot size requirements for the R-1 district, they do not meet any of the City's residential design standards, there are no sidewalks within the subdivision, and no requirement to install street trees because the plans were approved in Horry County.

Additionally, the R district will require a minimum lot size of 10,000 sq. ft. with 25' front and rear yard setbacks, 25' corner front yard setbacks, and 10' side yard setbacks. Many of the properties in the immediate area, although zoned to require larger lot sizes, are legal nonconforming with respect to lot size as well as the type of residential structure that is permitted within the zoning district. If annexed into the city limits, only site built residential structures would be permitted and the most current design standards would be applicable to the development. While we cannot *require* the property to be developed as a conservation subdivision, the applicant has expressed their interest in developing the property as a conservation subdivision, which will further the city's interest in preserving environmentally sensitive areas that exist on properties containing flood zones or wetlands. According to a wetland survey provided by the applicant, there are approximately 9.29 acres of wetlands on the subject property, but with the exception of a very small "x-shaded" flood zone shared with an adjacent property, no flood zones are present. A conservation subdivision will also require 100' buffers adjacent to rights-of-way and 50' perimeter buffers along property boundaries that must remain undisturbed. Additionally, a conservation subdivision will require that 30% of upland area be preserved as Open Space, which is significantly more than what would be required for a standard development.

Finally, there is another development, Rivers Edge Village, currently being reviewed, that will have access and frontage along John Doctor Rd, also being developed as a conservation subdivision. While previous annexation requests have not been successful nor supported by staff due to the fact that, at the time, there were no developments (in-city) with access on John Doctor Rd, the Rivers Edge Village subdivision does front John Doctor Rd, and that property was annexed as R-1 in the year 2000.

For these reasons, staff would recommend approval of annexation of the subject property.

ATTACHMENTS: Application; GIS Maps

ORDINANCE #ZA2024-08-05 (A)

AN ORDINANCE TO ANNEX APPROXIMATELY 127 ACRES OF PROPERTY LOCATED ON JOHN DOCTOR RD AND HWY 905 (PIN 339-00-00-0013), AND REZONE FROM THE HORRY COUNTY COMMERCIAL FOREST AGRICULTURE (CFA) DISTRICT, HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF40) DISTRICT, AND THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF20) DISTRICT TO THE CITY OF CONWAY LOWDENSITY RESIDENTIAL (R) DISTRICT.

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 127 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 127 acres of property located on John Doctor Rd and Hwy 905 (PIN 339-00-00-0013), and request to rezone from the Horry County Commercial Forest Agriculture (CFA) district, Horry County Residential, no mobile homes allowed (SF40) district, and the Horry County Residential, no mobile homes allowed (SF20) district to the City of Conway Low-Density Residential (R) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

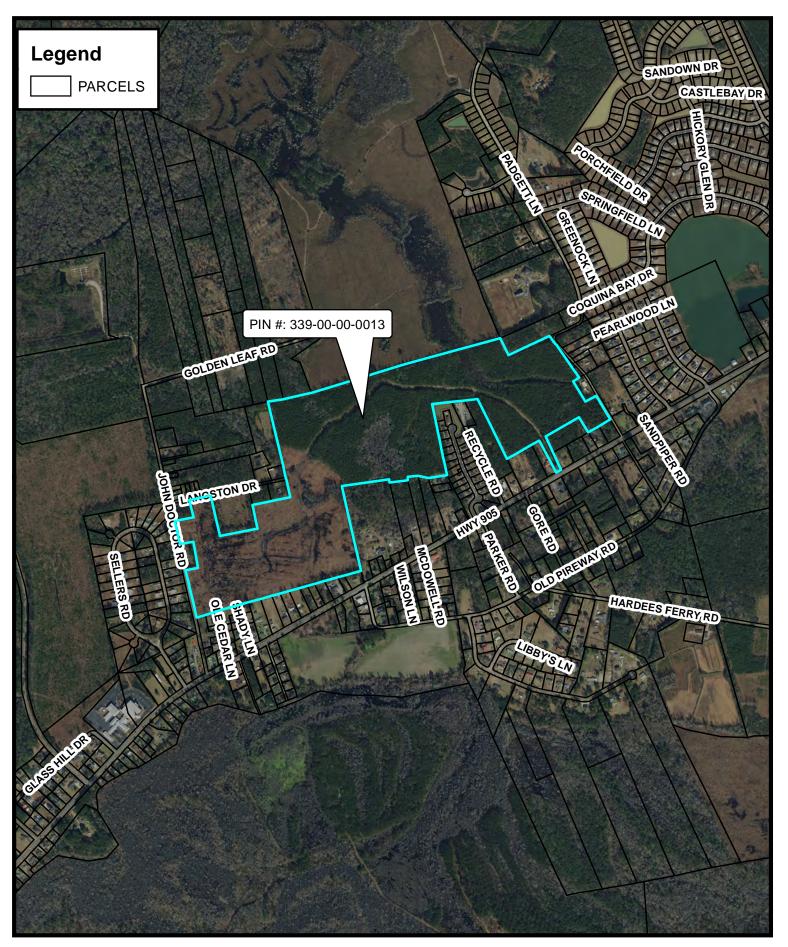
AND BE IT FURTHER ORDAINED that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

RATIFIED BY CITY COUNCIL, duly, 2024.	assembled, thisday or
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	



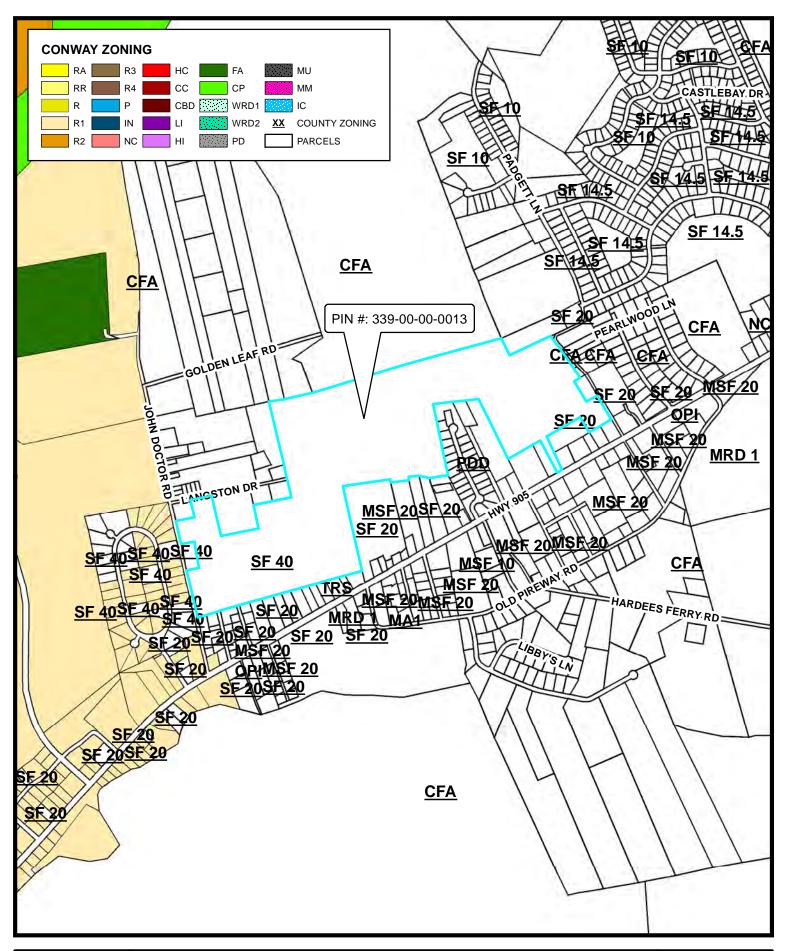






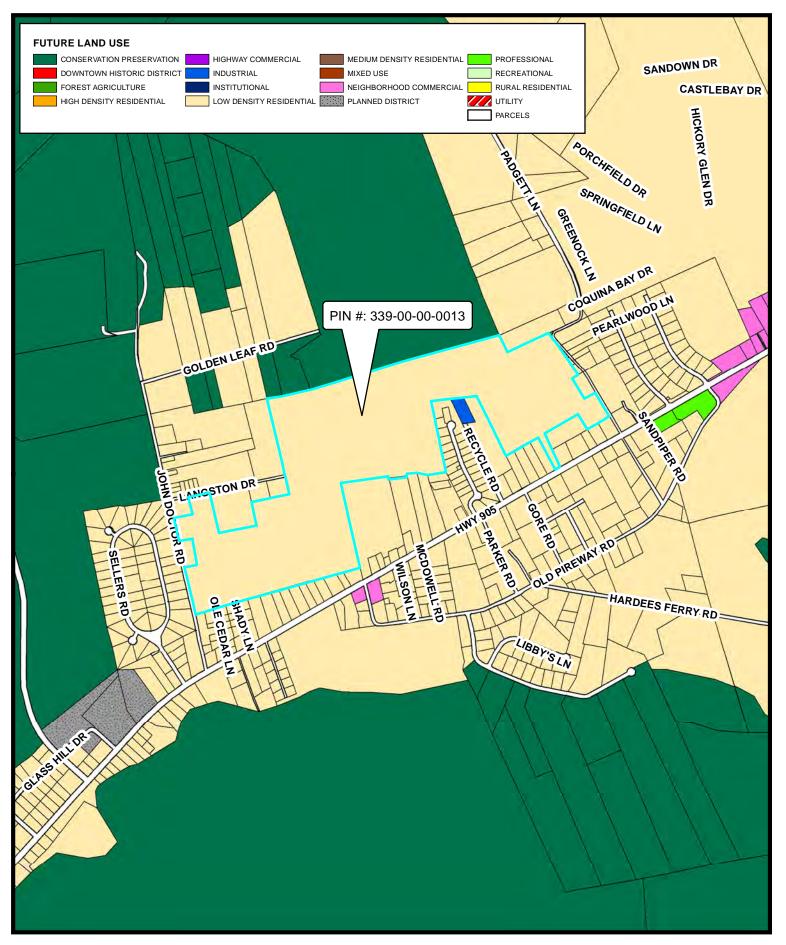






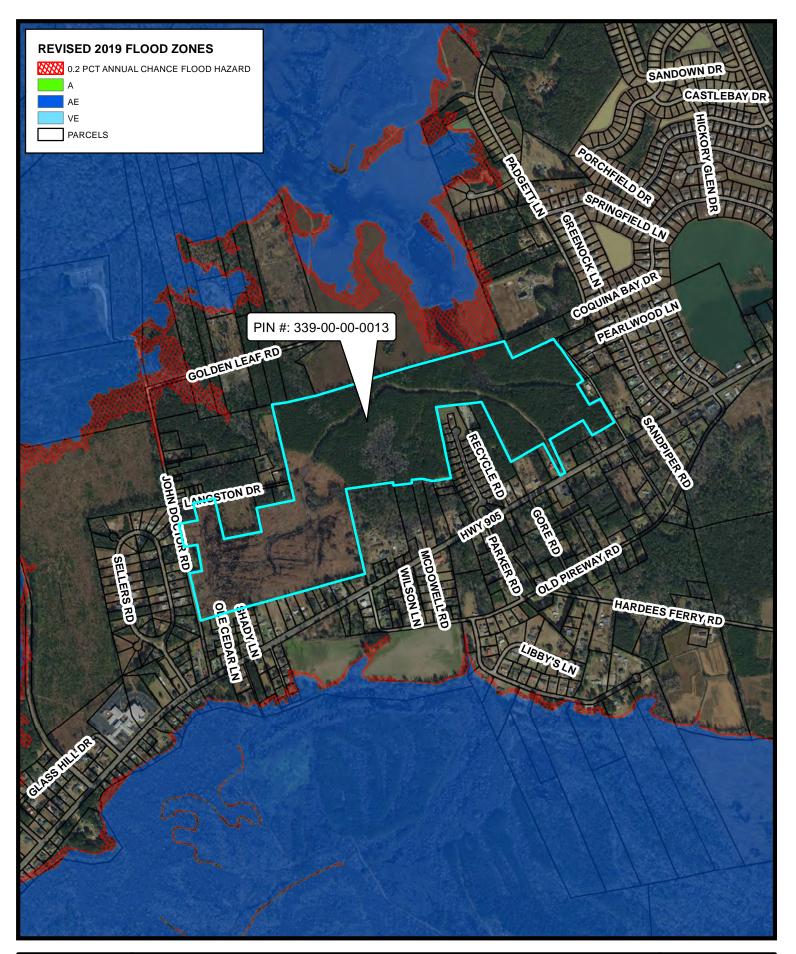






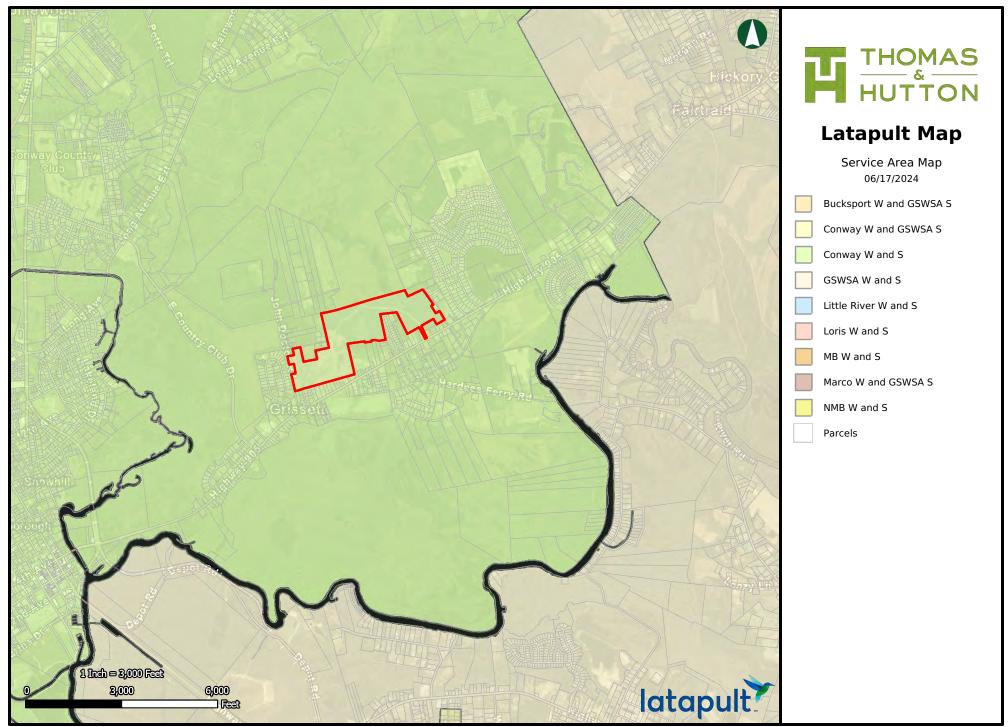




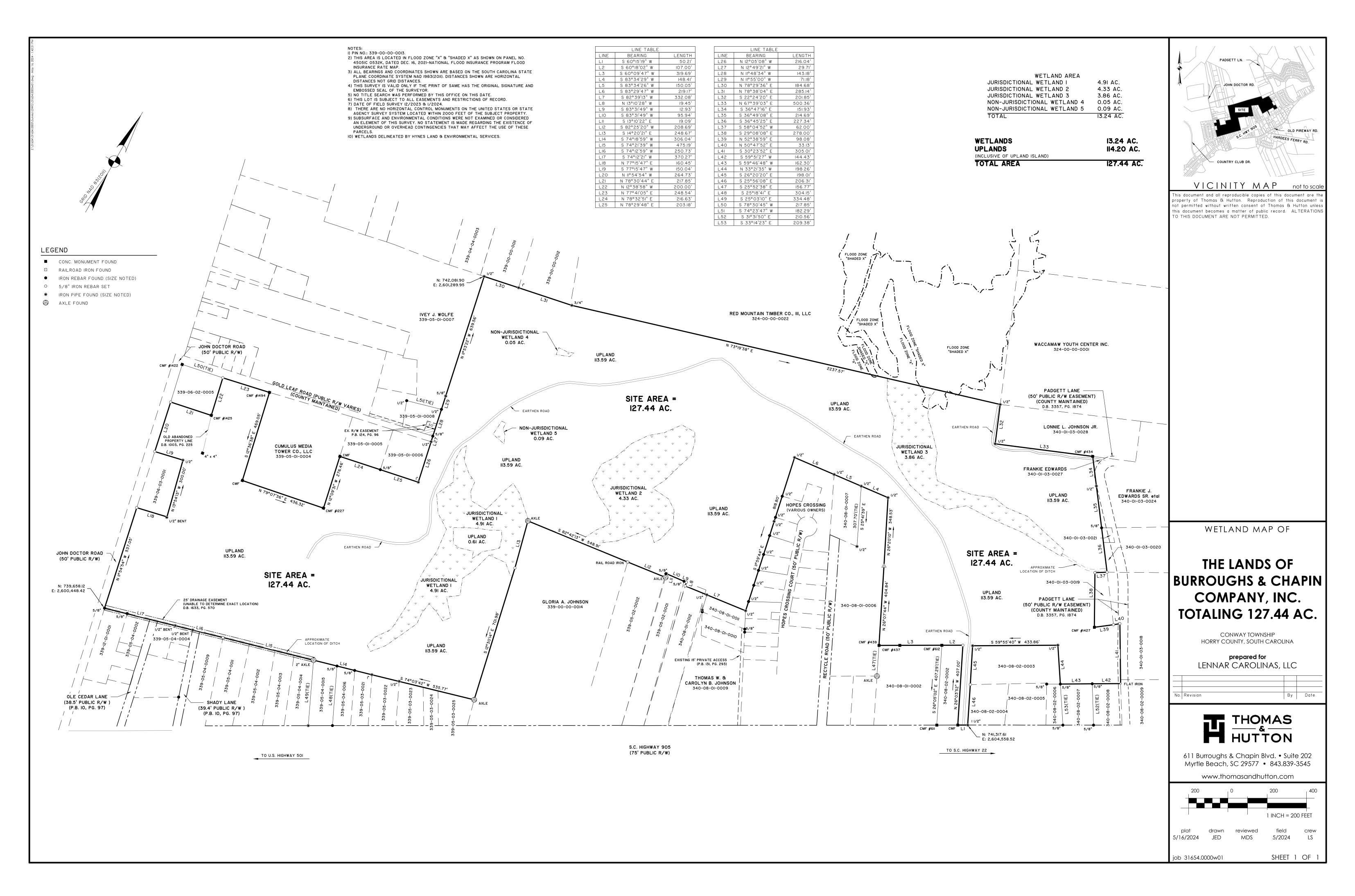








This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions





PETITION FOR ANNEXATION

Staff Use Only	
Received: BS&A #;	

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)	PETITION FOR ANNEXATION
COUNTY OF HORRY)	

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVIS	ION: John Doctor Road, High	way 905, Padgett Lane
_{PIN:} 3390000013		
	n Doctor Road, Highway 905	, Padgett Lane)
PROPERTY OWNER MAILING ADI	DRESS: 8820 MARINA PKY M	YRTLE BEACH, SC 29572
PROPERTY OWNER TELEPHONE	Burroughs & Chan	in
PROPERTY OWNER EMAIL:		
APPLICANT: Thomas & Hutto	on	
APPLICANT'S EMAIL: hussey.i	@tandh.com; warren.w@tan	dh.com; pound.n@tandh.com
IS THE APPLICANT THE PROPERT		NO 🗸
IF NOT: PLEASE INCLUDE A LET RESPONSIBILITY TO THE APPLIC PROPERTY OWNERS (Attach additi Burcoughe + Chapin Co., Inc Philip Blake Arp, Vice Reside (Print)	ANT.	TTORNEY FROM THE OWNER ADDIGNING DATE: $\frac{\sqrt{6}/2024}{}$
(Print)	(Signature)	DATE:



planning@cityofconway.com

PETITION FOR ANNEXATION

Staff Use Only
Received:BS&A #:

Is there a structure on the lot: No Structure Type: n/a
Current Use: Undeveloped, Timber Management
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers. TBD
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 O NO O
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO
If yes, please provide permit number and jurisdiction.
FEES ARE DUE AT SUBMITTAL.
RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250
PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT



Zoning Map Amendment Application Incomplete applications will not be accepted.

Staff Use Only	
Received: BS&A #:	

City of Conway Planning Department 196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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PHYSICAL ADDRESS OF PROPERTY:	Road FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 127.4	PIN: 3390000013
CURRENT ZONING CLASSIFICATION: CFA, SF 40, SF 20	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Low Density	y Residential
requested zoning classification: R	
NAME OF PROPERTY OWNER(S): BURROUGHS & CHAPIN COMPANY INC	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
8820 MARINA PKY MYRTLE BEACH, SC 29572	
8820 MARINA PKY MYRTLE BEACH, SC 29572	
**************************************	***********************************
I (we) the owner(s) do hereby certify that all information Amendment Application is correct.	
PROPERTY OWNER'S SIGNATURE(S)	6/6/2024 DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

LETTER OF AGENCY

To:	City of Conway	
Re:	PIN/TMS Number(s): 339-00-00-0	013
	Property Address: N/A	
	Property Location: John Doctor Ro	l & Hwy 905
	Property Owner (s): Burroughs & Cl (Please Print F	
my ag	± ± •	I hereby appoint the person shown below as filing such application for project approval
Author	rized Agent: Thomas & Hutton (Please Print Full Name	e)
Reasor	For Agency: Annexation	
Busine	ess License #:	
Agent'	s Address: 611 Burroughs & Chapi	n Blvd., Suite 202, Myrtle Beach, SC 29577
Agent'	s Telephone Number: 843-839-3545	
Witnes	ss wills	Burroughs & Chapin Company, Inc. By:
		Date: Julie 0, 2024

DATE: JULY 15, 2024

ITEM: VII.B.

ISSUE:

(*Previously deferred*) First Reading of Ordinance #ZA2024-02-05 (B) – *by title only* – to annex approximately 446+/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA) district, Horry County Highway Commercial (HC) district, Horry County Residential, no mobile homes allowed (SF40) district, the City of Conway Heavy Industrial (HI) district, and City of Conway Low/Medium-Density Residential (R-1) district, to the City of Conway Planned Development (PD) district.

BACKGROUND:

Updated:

The applicants are requesting approval of First Reading by title only. The following information will be discussed during the workshop portion of the meeting.

The applicant is seeking to annex and/or rezone the aforementioned properties for the purposes of developing as a Planned Development (PD). Also proposed is a Development Agreement for the subject property. The properties total approximately 446 acres, and are currently zoned Horry County CFA, SF40 and HC, and City of Conway HI and R-1. This is a revised request of the project formerly known as the "Tributary" PD. Now called "*Brookhaven*", the revised request now excludes two (2) parcels located on Dayton Drive from the project. Other revisions have also been made to address concerns that have been relayed by staff and Council. Below is a list of comments that were relayed by Council earlier this year at budget retreat:

- Density: Tracts R-4 and R-5 (R-4 located on Dayton Dr. & R-5 located on Dunn Shortcut Rd) should be developed and/or zoned Low/Medium-Density Residential (R1) to be consistent with density of adjacent properties.
- Park: Additional details on the park needed (i.e. amenities, layout, parking, etc.). This park should be a high-quality city park since the location of the park is not currently centrally or ideally located.
- Flex tract(s): The flex tract(s) closest to Hwy 378 should be reserved for all commercial, not residential. Remove the flexibility of the tract(s).
- Trail system: Need additional details on the trail system. Trail should connect around the entire perimeter of the property so it can be connected immediately and not wait for future property acquisitions.
- Road through City Shops: Remove the proposed road/access going through the City shop complex.

- Proposed lot widths: there are concerns with the proposed lot widths for some of the lots; however, lot widths are acceptable if quality design and aesthetics are assured and provided that design is regulated internally.
- Municipal Improvement District (MID): no additional comments at this time.
- Enhancement fees: Fees will be required to be included in DA.

The proposed development will be accessed from Hwy 378, Juniper Bay Rd, and Dunn Shortcut Rd. The proposed PD will also be bound by a Development Agreement; a draft of which is also included.

The applicant(s) are asking for first reading by title only, with the understanding that 1) there will be a workshop held at the same meeting in which first reading is given; and 2) final reading cannot occur until after Planning Commission has provided a recommendation on the revised request and all comments (TRC, Staff, PC, or Council comments) have been addressed and/or satisfied. The following information includes highlights of the request and the changes that have been made.

Proposed Density:

The previous project, Tributary, had a proposed density of 1,459 units, which included single-family detached, single-family attached (townhomes) and duplex units, with the option of an additional 300 multifamily units on one of the flex tracts, which would have brought the total number of units proposed to 1,767. With the removal of the properties on Dayton Drive (tracts R-3 and R-4) being included in the PD along with the removal of the multifamily option on the flex tracts, the revised number of units has **decreased to 1,261**. The residential dwelling types that are proposed remain unchanged. Tracts previously labeled R-1, R-2, and R-5 have been renamed to SF-1, SF-2, and SF-3. Tracts R-3 and R-4 were removed from the PD.

Other changes include, but are not limited to:

- Road removed that went through the city shop complex;
- Park relocated to a more central location;
- Neighborhood amenity center moved to a more central location;
- Flex tracts near the corner of Hwy 378 and main entrance removed (one tract now C-3 (commercial) and the other flex tract converted to additional single family residential.

THE FOLLOWING PAGE PROVIDES A TABLE SHOWING TRACT DENSITIES AND DIMENSIONAL STANDARDS

Permitted Uses & Dimensional Standards

Single-family (SF1) detached 634 Lof width: SF detached -357 Duplex 120° Lof tepth: SF detached -3,850 sf Duplex -3,700 sf Setbacks: Front -15'; Side -5'; Duplex Side setbacks -0'/5'; Rear -20'; Corner front -20' Max bldg, height: 40' Lof width: SF detached -4,800 sf Duplex -3,700 sf Setbacks: Front -15'; Side -5'; Duplex Side setbacks -0'/5'; Rear -20'; Corner front -20' Max bldg, height: 40' Lof width: SF detached -4,800 sf Duplex -3,700 sf Setbacks: Front -15'; Side -5'; Duplex side setbacks -0'/5'; Rear -20'; Corner front -10' Max bldg, height: 40' Lof width: SF detached -120' Duplex -3,700 sf Setbacks: Front -15'; Side -5'; Duplex side setbacks -0'/5'; Rear -20'; Corner front -10' Max bldg, height: 40' Lof width: SF detached -120' Duplex -120' Lof width: SF detached -5'; Duplex Side setbacks -0'/5'; Rear -20'; Corner front -10' Max bldg, height: 40' Lof width: SF detached -120' Duplex -120' Lof width: SF detached -120' Lof width: SF detached -120' Lof width: SF d	Property (Tract)	Use / dwelling type(s)		Dimensional Standards 2, 3
SF-1		G: 1 C 7 (GE) 1 (1 1 1 (GE)		Lot width: SF detached – 35' Duplex – 34'
SF-1		Single-family (SF1) detached	034	• •
Separate Section Sec	SF-1	Dunlay (SE sami attached)	02	, -
Single-family (SF) detached 265	51 1	Duplex (SF semi-attached)	92	_
Single-family (SF) detached 265		Total Units SF-1	726	
Single-family (SF) detached 265 Lot depth: SF detached - 120' Duplex - 120' Lot size: SF detached - 4,800 sf Duplex - 3,700 sf Setbacks: Front - 15'; Side - 5'; Duplex side setbacks - 0',5'; Rear - 20'; Corner front - 10' Max bldg, height: 40' Lot width: SF detached - 6,000 sf Duplex - 120' Lot size: SF detached - 6,000 sf Duplex - 120' Lot size: SF detached - 120' Duplex - 120' Lot size: SF detached - 6,000 sf Duplex - 120' Corner front - 10' Max bldg, height: 40' Lot width: 80' Lot depth: SF detached - 6,000 sf Duplex - 120' Corner front - 10' Max bldg, height: 40' Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front - 30'; Side - 15'; Rear - 20'; Corner front - 20' Max bldg, height: 65' Lot width: 18' Lot depth: 100' Lot size: 1,800 sf Setbacks: Front - 15'; Side - 0',5'; Rear - 20'; Corner front - 10' Max bldg, height: 40' Lot width: 18' Lot depth: 100' Lot size: 1,800 sf Setbacks: Front - 30'; Side - 15'; Rear - 20'; Corner front - 10' Max bldg, height: 40' Lot width: 80' Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front - 30'; Side - 15'; Rear - 20'; Corner front - 20' Max bldg, height: 65' Lot width: 80' Lot width: 80' Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front - 30'; Side - 15'; Rear - 20'; Corner front - 20' Max bldg, height: 65' Lot width: 75' Lot depth: 200' Lot size: 1,5000 sf Setbacks: Front - 30'; Side - 20'; Rear - 20'; Corner front - 25' Same standards as in F-1, C-1 and C-2 City Park Park NA				
Duplex (SF semi-attached)		Single-family (SF) detached	265	1 2
SF-2 Duplex (SF semi-attached)		Single raining (81) activities	<u> </u>	
Stroat Total Units SF-2 311 Commercial (HC ?) Setbacks: Front - 10° Max bldg. height: 40° Lot width: SF detached - 120° Duplex - 120° Duplex - 120° Lot width: SF detached - 120° Duplex - 120° Setbacks: Front - 10° Max bldg. height: 40° Commercial (HC ?) Commercial (HC ?) Setbacks: Front - 15°; Side - 5°; Duplex Side setbacks - 0°/5°; Rear - 20°; Corner front - 10° Max bldg. height: 40° Lot width: 80° Lot width: 80° Lot width: 80° Lot width: 80° Lot width: 18° Lot width: 18° Lot depth: 100° Lot size: 1,800 sf Setbacks: Front - 30°; Side - 15°; Rear - 20°; Corner front - 10° Max bldg. height: 40° Lot size: 1,800 sf Setbacks: Front: 15°; Side - 0°/5°; Rear - 20°; Corner front - 10° Max bldg. height: 40° Lot width: 80°	SF-2	Duplex (SF semi-attached)	46	• • • • • • • • • • • • • • • • • • • •
Single-family (SF) detached 200				•
Single-family (SF) detached 200		Total Units SF-2	311	
SF-3 Duplex (SF semi-attached) 14	_			
Duplex (SF semi-attached)		Single-family (SF) detached	200	
Total Units SF-3 214 Setbacks: Front = 15'; Side = 5'; Duplex Side setbacks = 0'/5'; Rear = 20'; Corner front = 10' Max bldg, height: 40'		Dunley (SE semi-attached)	1/1	
Total Units SF-3 214 Corner front = 10' Max bldg. height: 40'	SF-3	Duplex (SI Sciiii-attached)	17	
Max bldg. height: 40'		Total Units SF-3		-
Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Lot width: 18' Lot depth: 100' Lot size: 1,800 sf Setbacks: Front: 15'; Side – 0'/5'; Rear – 20'; Corner front – 10' Max bldg. height: 40' Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front: 15'; Side – 0'/5'; Rear – 20'; Corner front – 10' Max bldg. height: 40' Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Same as above Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 City Park Park NA				
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Commercial (HC?)				
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Max bldg. height: 65' Lot width: 18' Lot depth: 100' Lot size: 1,800 sf Setbacks: Front: 15'; Side = 0'/5'; Rear = 20'; Corner front = 10' Max bldg. height: 40'				
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Max bldg. height: 40' Total (residential) units Tract F-1 10 Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Highway Commercial (HC) Same as above Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3				Lot size: 1,800 sf
Total (residential) units Tract F-1 10 Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Light Industrial (LI) C-2 Light Industrial (LI) C-3 Highway Commercial (HC) Same as above Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' Same standards as in F-1, C-1 and C-2 NA				Setbacks: Front: 15'; Side – 0'/5'; Rear – 20'; Corner front – 10'
C-1 Highway Commercial (HC) Lot width: 80' Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 City Park NA				Max bldg. height: 40'
C-1 Highway Commercial (HC) Lot depth: 100' Lot size: 8,000 sf Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 City Park Park NA				
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Setbacks: Front – 30'; Side – 15'; Rear – 20'; Corner front – 20' Max bldg. height: 65' Highway Commercial (HC) Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA	C-1	Highway Commercial (HC)		Lot depth: 100'
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Highway Commercial (HC) Same as above Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA				
C-2 Light Industrial (LI) Lot width: 75' Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA NA				Max bldg. height: 65'
C-2 Light Industrial (LI) Lot depth: 200' Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA NA	C-2	Highway Commercial (HC)		Same as above
Light Industrial (LI) Lot size: 15,000 sf Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA NA				Lot width: 75'
Lot size: 15,000 st Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25' C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA NA		Light Industrial (LI)		Lot depth: 200'
C-3 Highway Commercial (HC) Same standards as in F-1, C-1 and C-2 NA NA				
City Park Park NA				Setbacks: Front – 30'; Side – 20'; Rear – 20'; Corner front – 25'
		Highway Commercial (HC)		Same standards as in F-1, C-1 and C-2
Total number of residential units 1,261	City Park	Park		NA
		Total number of residential units	1,261	

Footnotes:

- 1 SF = Single-Family
- **2 Duplex semi-attached** shall have a 0' side wall setback where common walls are utilized.
- 3 Commercial uses in Flex & Commercial districts have 0' side-to-side minimums when lot lines are internal to differing tenants in same building.

ADDITIONAL INFORMATION PREVIOUSLY PROVIDED:

COMPREHENSIVE PLAN

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

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

Per Section 3.2.13 of the UDO, the intent of the **Light Industrial** (**LI**) district is to provide for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution, and retailing while ensuring adjacent and nearby properties are not adversely impacted.

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

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

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

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

Per Section 3.2.17 of the UDO, the intent of the **low-density residential** district is to provide for the preservation and expansion of areas for low density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.

CURRENT ZONING OF PROPERTY

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

Per Horry County's Zoning Ordinance, Section 201 – Districts Intent Statements:

the **CFA district** is intended to be reserved and utilized for agriculture, forestry, residential, commercial, social, cultural, recreational, and religious uses.

The **HC district** is intended to establish and appropriate land reserved for general business purposes and with particular consideration for the automobile-oriented commercial development existing or proposed along the county's roadways. The regulations which apply

within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service, amusement, entertainment, and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial or other uses capable of adversely affecting the basic commercial character of the district.

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

PROPOSED ZONING OF PROPERTY

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.

PUBLIC UTILITIES

Water / Sewer Availability: This project is within the City's utility service area.

TRAFFIC IMPROVEMENTS

The following traffic improvements were recommended in the "draft" traffic impact analysis provided in 2023:

Phase 1 (by 2029):

- US Hwy 378 & Juniper Bay Rd
 - Install an exclusive eastbound left-turn lane along Hwy 378
 - Install an exclusive westbound right-turn lane along Hwy 378
- US Hwy 378 & Airport Rd / Project Driveway #1
 - Install a signal when warranted
 - Install an exclusive left-turn lane on all approaches
 - Install an exclusive westbound right-turn lane along Hwy 378

Phase 2 (by 2034):

- US Hwy 378 & Dirty Branch Rd / Project Driveway #2
 - Install a signal when warranted
 - Install exclusive left-turn lanes on all approaches
 - Install an exclusive westbound right-turn lane along Hwy 378

- Dunn Shortcut Rd & Project Driveway #4
 - Install an exclusive westbound left-turn lane along Dunn Shortcut Rd
- Widen US Hwy 378 (from two-lane to five-lanes) from west of project driveway #2 to Dayton Drive (from Dayton Drive to Dirty Branch Rd)

HORRY COUNTY AIRPORT OVERLAY ZONE

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

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

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

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

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

PLANNING COMMISSION:

PC MTG – November 2023:

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

PC Workshop – December 2023:

Discussion / comments from the workshop included the following:

• Flex districts (F-1; F-2 tracts) and multifamily use/density;

- O Applicant explained the reasoning behind the multifamily use on the F-1 and F-2 tracts (flex) and that the desired use was commercial, but in the event that the property is still vacant in the future rather than it continue to sit vacant, that the use of multifamily be permitted if the market was suited for that use at such future time.
- Discussion regarding limiting a portion of the F-1 tract to commercial only (portion with frontage on Hwy 378).
- **Stormwater concerns** the need for a detailed stormwater management plan, as the general stormwater plan submitted was only for 10% of the project area;
- Street (asphalt) width in development: some of the streets are shown to be 22' in width and should be a min. of 24';
- Requested modification from the residential design standards; specifically, the request to allow snout houses (garages to protrude more than 10' from front façade of house) for 50% of the lots;
 - PC may be amenable to allowing some of the lots to include "snout" houses, but at a much smaller percentage.
- Land swap for the proposed roadway going through the city shop complex and other options for a connection between tracts on Dayton Drive (R-3 and R-4) to the remainder of the development;
- Connection from the R-5 tract fronting on Dunn Shortcut Rd to the remainder of the development;
 - o Applicant may install an open space connection (i.e. pedestrian / bicycle / golf cart) that some sort of interconnectivity is provided.
- Connection (interconnectivity requirement) through the Macala Acres subdivision: staff continues to support the connection. The applicant is not opposed to installing the connection. The residents of Macala Acres are opposed to the connection.
 - o The connection would provide another means of travel for the residents of Macala Acres and the residents of the proposed development and keep some of the traffic off of Hwy 378.
 - All roads in Macala Acres are public roads owned and maintained by the City of Conway. The same will be true of the roads within the proposed (Tributary PD) project.
- Lot sizes/lot widths proposed throughout the development 20' wide is too narrow. PC asked that the applicant submit something that shows what the development would look like with 20' 40' lot widths, and that 50' widths is as low as they would typically like to see;
 - o PC asked if a schematic of a typical block in the proposed development could be provided showing the requested lot widths and style of homes proposed.
 - o Applicant stated that the smallest single-family (detached) lot width shown on their site plan (submitted with PD) is 37'.
- Landscape buffers / trail connection(s) applicant would like a reduction in the required buffer to a Type A (5' width) buffer along the canal trail only;

- O Staff will need to ensure that the original perimeter buffer of 25' is maintained. That is a requirement of the PD ordinance; however, staff is OK with the canal trail and Type A buffer being located within the canal trail if going to be retained/maintained by developer and/or HOA. This may need additional discussion.
- O When the 50' buffer width was discussed, the applicant stated that a 50' distance could be maintained, short of including boundaries that needed improved stormwater infrastructure (*i.e.* boundary closest to Juniper Bay Rd); however, a 25' buffer was platted on the site plan. With the wetlands, trail, etc., most boundaries exceeded the 25' buffer distance from adjacent properties.
- **Distance from the closest fire station** was discussed. Chief Le Hendrick stated that the 5-mile radius to maintain the city's ISO rating would be maintained with the addition of a county fire station on El bethel Rd;
- Fire training facility at City shop complex: facility is located on the stormwater side of the proposed road going through the city's shop complex. The facility was recently built, and there are no other locations for the facility to relocate to at this time.

Points to consider:

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

PC MTG – January 2024

Planning Commission recommended approval of the annexation and rezoning of the subject properties, with amendments, and for all outstanding staff comments to be addressed.

PC MTG – AUGUST 2024

The amended PD has been advertised for a public hearing and a re-review by Planning Commission for the August 1, 2024 meeting.

STAFF RECOMMENDATION:

Staff recommends approval of First Reading of Ordinance #ZA2024-02-05 (B) by title only.

ATTACHMENTS:

- PD Narrative w/ exhibits (updated June 2024);
- Master Plan (updated June 2024);
- Development Agreement (*draft*)
- GIS maps

ORDINANCE #ZA2024-02-05 (B)

AN ORDINANCE TO ANNEX APPROXIMATELY 446 +/- ACRES OF PROPERTY, LOCATED AT / NEAR THE CORNER OF HWY 378 & JUNIPER BAY RD, HWY 378 & AIRPORT RD & ON DUNN SHORTCUT (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), AND REZONE FROM THE HORRY COUNTY COMMERCIAL FOREST AGRICULTURE (CFA), HIGHWAY COMMERCIAL (HC); RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF40), THE CITY OF CONWAY HEAVY INDUSTRIAL (HI), AND LOW/MEDIUM-DENSITY RESIDENTIAL (R-1) DISTRICTS TO THE CITY OF CONWAY PLANNED DEVELOPMENT (PD) DISTRICT.

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 486 +/- (total) acres of property described herein and represented on a map.

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

ALL AND SINGULAR, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 446 +/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Highway Commercial (HC), Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI) and Low/Medium-Density Residential (R-1) 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:

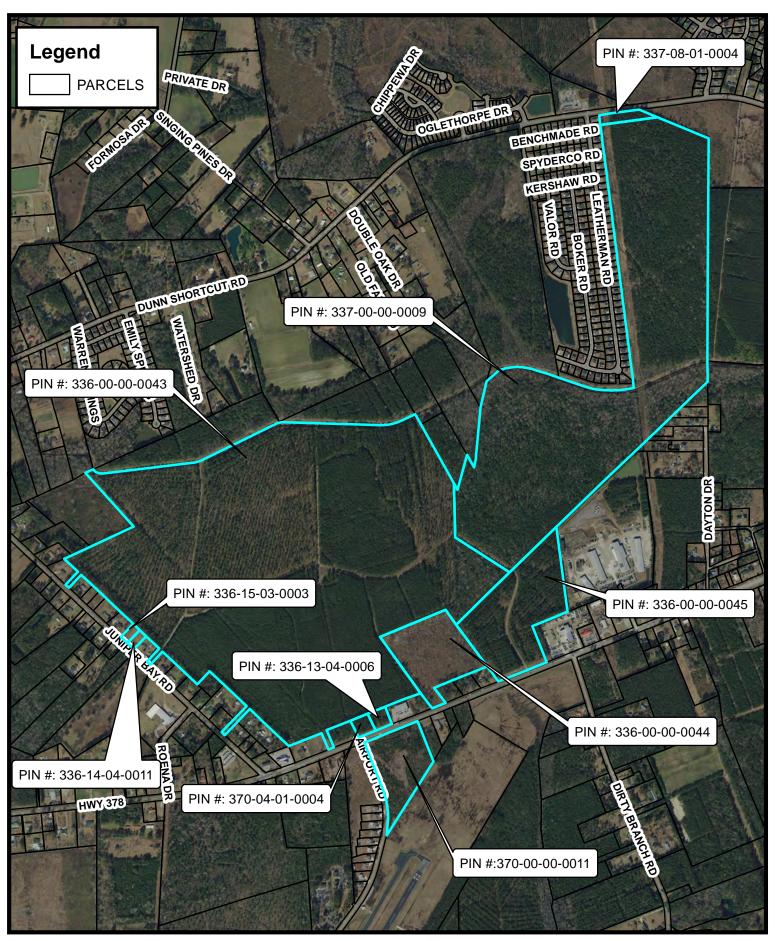
The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

SECTION 3. EFFECTIVE DATE:

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

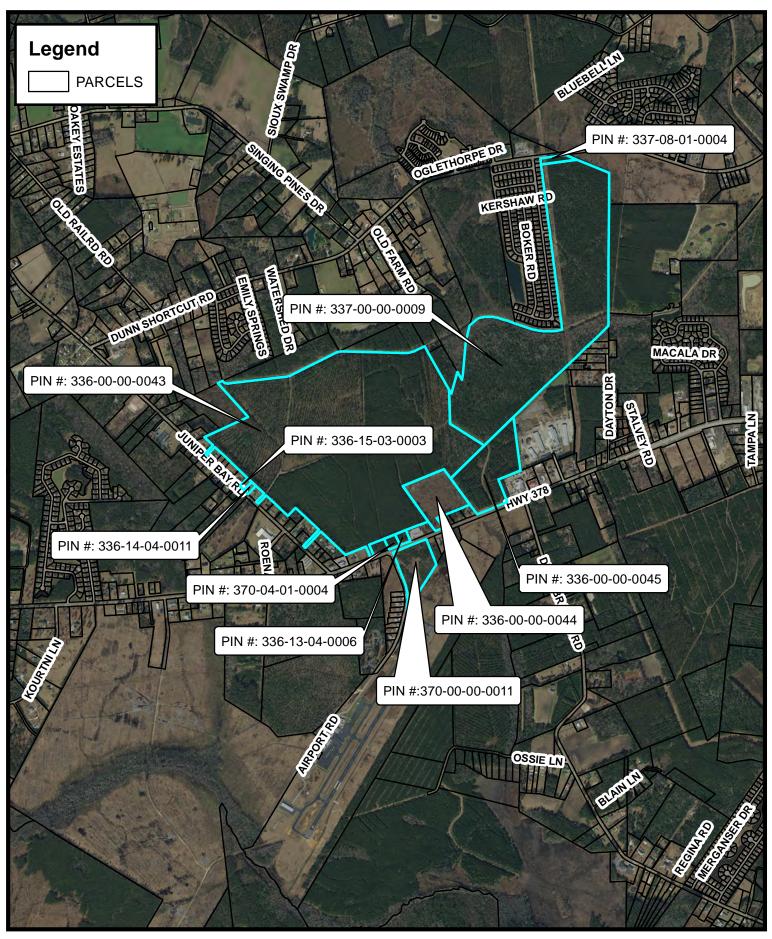
AND BE IT FURTHER ORDAINED that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

RATIFIED BY CITY COUNCIL, duly, 2024.	assembled, thisday
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	



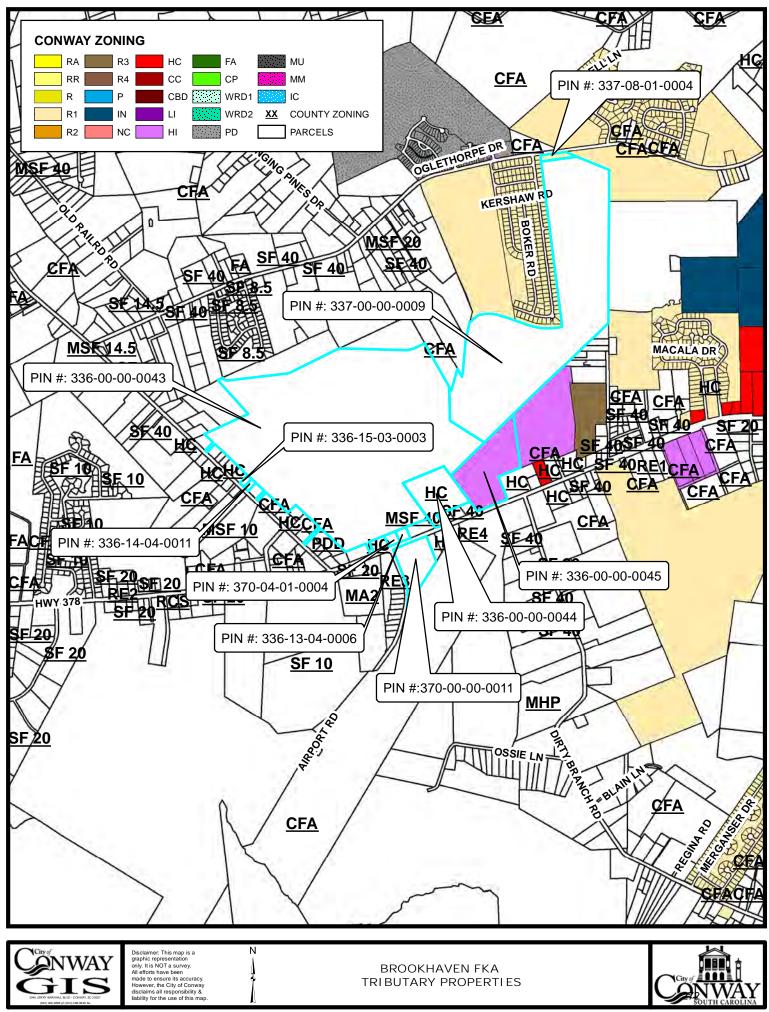


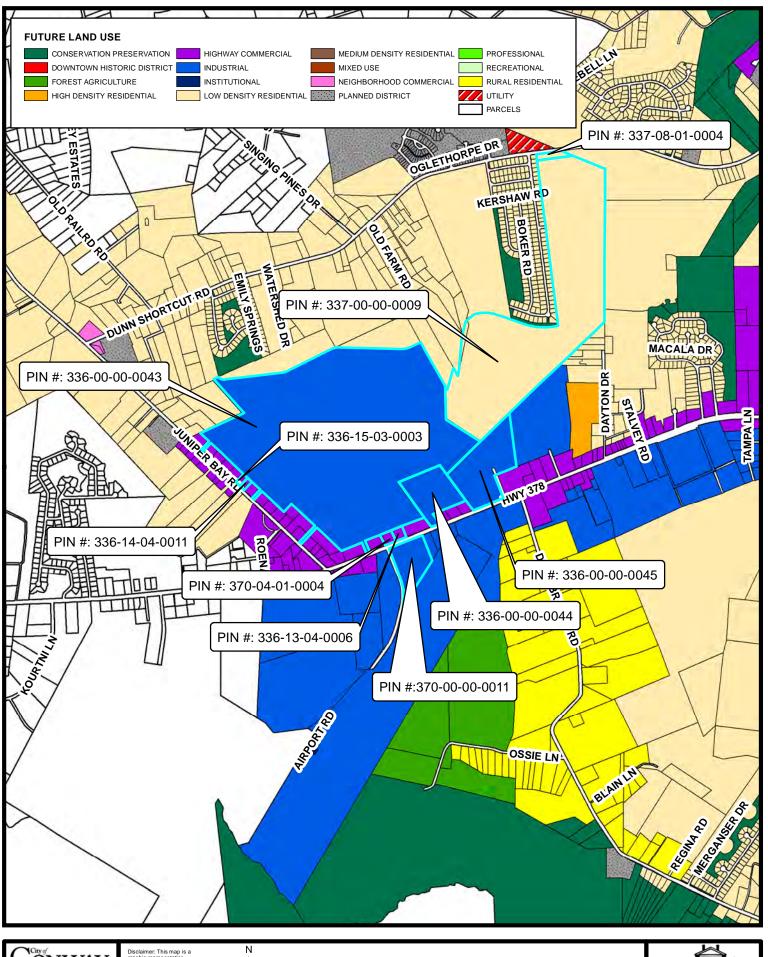




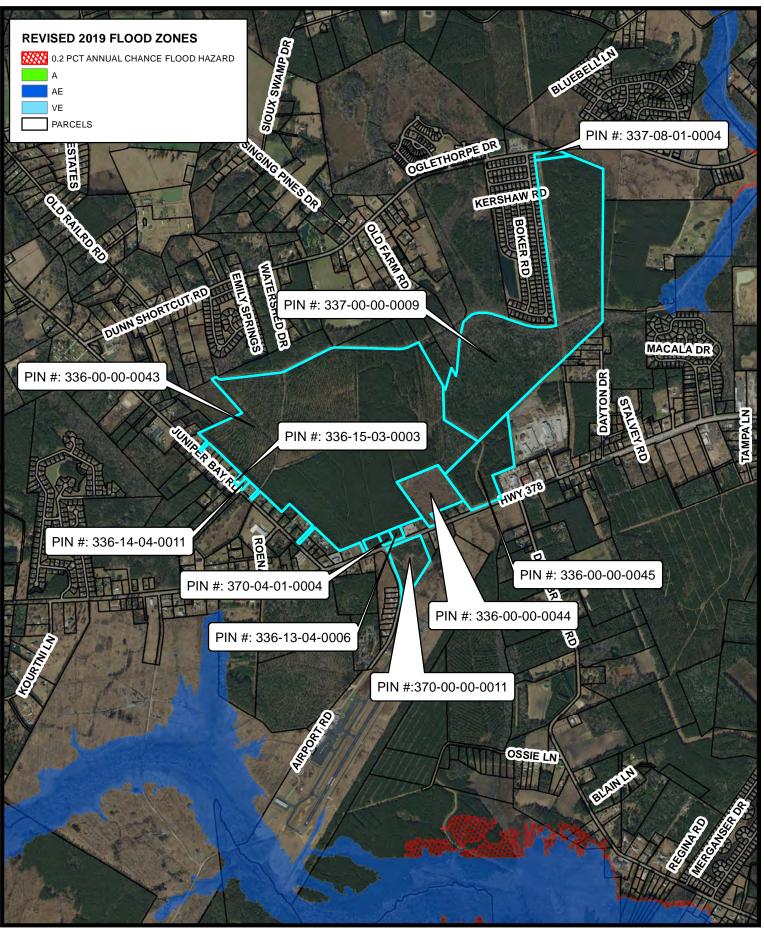


















A written project description of

BROOKHAVEN (Formerly known as Tributary)

PLANNED DEVELOPMENT DISTRICT (PD District)

June 26, 2024

Prepared by:

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

And

Thomas & Hutton 611 Burroughs & Chapin Blvd. Myrtle Beach, SC 29577 (843) 839-3545

PD DISTRICT DOCUMENT TABLE OF CONTENTS

PD DISTRICT NARRATIVE

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Section 2: LEGAL DESCRIPTION

Section 3: PROJECT DEVELOPER AND TITLE

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Section 5: DEVELOPMENT DESCRIPTION

Section 6: PERMITTED USES AND DIMENSIONAL STANDARDS

Section 7: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

Section 8: DESIGN MODIFICATIONS

Section 9: RESIDENTIAL REGULATIONS

Section 10: COMMERCIAL REGULATIONS

Section 11: MAINTENANCE AND CONTROL

Section 12: CONSTRUCTION SCHEDULE

Section 13: AMENDMENTS AND ENFORCEMENT

APPENDICES: (Submitted by Separate Supplement)

Appendix A: (1) Master Site Plan

- (2) Phasing Plan
- (3) Open Space Plan
- (4) Conceptual Master Water Plan
- (5) Conceptual Master Sewer Plan
- (6) Conceptual Storm Water Plan
- (7) ADT Street Framework Plan
- (8) Collector Street Section
- (9) Local Street Typical Section
- (10) Trail Section
- (11) PD Topographic Exhibit
- (12) Conceptual Streetscapes

Appendix B: Existing Conditions:

- (1) Compiled Boundary Survey
- (2) Wetland Information
- (3) Downstream Stormwater Analysis
- (4) Area Zoning Map

Appendix C: Project Traffic Report

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;
- Creation of a variety of residential and compatible neighborhood arrangements that (C) give the home occupant greater choice in selecting types of environment and living units;
- Clustering of one residential type for better use of the land and open space; (D)
- (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;
- Efficient use of land which may result in reduction in development and (F) maintenance cost of street and utility systems;
- Simplification of the procedure for obtaining approval of proposed development (G) through simultaneous review by the city of proposed land use, site consideration, lot and setback consideration, public needs and requirements, and health and safety factors [City of Conway Unified Development Ordinance Adopted December 12, 2011].

The real property that is the subject of this PD District consist of approximately Four Hundred Forty-Six and 90/100 (446.90) Acres, more or less (the "Subject Parcels"). The Subject Parcels are located within the Conway and Bucks Township Sections of Horry County, but outside of the jurisdiction of the City of Conway, bounded generally by U.S. Highway 378, Juniper Bay Road and Dunn Short Cut Road. Simultaneously with the adoption of this PD District, the Subject Parcels will be annexed into the City of Conway, by separate petition for annexation (the "Annexation Agreement"), and will be subjected to the terms of a separate development agreement between Highway 378 Land Holdings, LLC, a South Carolina limited liability company (the "Developer"), with a joinder from any additional owners of the Subject Parcels, their respective successors and assigns and the City of Conway (the "Development Agreement"), which Development Agreement will also be adopted simultaneously with the adoption of this PD District. For purposes of this PD District, each property owner within the PD District, from time to time,

shall be considered a "Developer". The Subject Parcels are generally bounded by U.S. Highway 378, Juniper Bay Road and Dunn Short Cut 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:

- The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees for the purpose of enhancing City services (collectively the "Enhancement Fees") in an amount equal to Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars per single family detached Residential Unit (whether subdivided, condominium, or in-common); Four Thousand Twenty Five and No/100 (\$4,025.00) Dollars per single family attached Residential Unit, which includes duplexes (2 attached units) and townhomes (3 to 8 attached units) (whether subdivided, condominium or incommon); and Two Thousand Eight Hundred Seventy Five and No/100 (\$2,875.00) per multi-family Residential Unit (whether condominium or in-common), each of which shall be payable at the time of building permit application. Developer further agrees that each of the above Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2026, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics ("CPI") between the beginning and end of the most recent calendar year; or (ii) Five (5%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City's on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:
 - (A) The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 66', including an internal right-of-way connection from U.S. Highway 379 to Juniper Bay Road, with variable widths internal of not less than 50', 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.
 - (B) The installation of a 5' sidewalk on each side of both internal Collector Roads and Local Roads, to be complete simultaneously with the respective portion of the internal roadway providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such sidewalk is delayed beyond completion of the corresponding portion of the internal roadway, then, in such event the sidewalk shall be bonded for completion, in accordance with the bonding requirements of the City.
 - (C) The installation of a 10' pedestrian trail along the existing canal which borders boundary of the PD generally from West to East, with a Southern leg intended to provide pedestrian access from the City Park to the pedestrian trail along the canal. The installation of this trail must be in accordance with the City's Pathway's and

Trails Plan, adopted in 2022, and the same must be completed on or before the date on which Five Hundred (500) building permits has been issued for Residential Units within the PD.

- (D) As a requirement, the installation of at least One (1) new sewer pump station on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water and Sewer Authority ("<u>GSWSA</u>"), or such other agency then providing sanitary sewer service to the Subject Parcels.
- (E) Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Parcels and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.
- The installation of roadway improvements to Four (4) separate existing roadway (F) intersections, each lying on the boundary of the Subject Parcels, together with the widening of U.S. Highway 378, in accordance with the terms of the Development Agreement. To the extent any of such roadway improvements are funded by the State of South Carolina, or the United States Department of Transportation, Developer will be relieved of such obligation upon the final approval of such funding respectively. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may (i) acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements and provide access to the Developer for the installation of such improvements, provided that the Developer shall be obligated to reimburse the City for the costs of such right-ofway acquisition, not to exceed the appraised value, within 90 days of such acquisition, or, (ii) in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer's estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the City, in satisfaction of Developer and/or the Project's obligations with regards to such roadway intersection improvements lying outside of the existing right-of-way, with the City then having the right, but not the obligation, of installing such roadway intersection improvements outside of the existing right-of-way, at a time and under the conditions as determined by the City to be reasonable.
- (G) Conveyance to the City of approximately 22 acres of real property, shown and delineated on the Master Site Plan (the "<u>City Recreation Acreage</u>"), which City Recreation Acreage also comprises open space in accordance with the requirements

of the PD, and as indicated on the Open Space Plan submitted as part of the Exhibit Supplement, which City Recreation Acreage may be conveyed in one or more parcels, each conveyed on the date that is not later than the Third (3rd) anniversary of the recording of this Agreement. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, Developer shall have completed, or caused to be completed, the following improvements, each to be shown on the Open Space Plan:

- (i) Installation of a floodproof playground, materially comparable in size, equipment and other improvements to the existing Collins Park, owned by the City;
- (ii) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
- (iii) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD, without regards to the conveyance of such City Recreation Acreage to the City.
- (iv) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City's standard procedures for bonds and financial guarantees.
- (H) Installation of a Canal Trail connection, in accordance with the City's Pathway's and Trails Plan (adopted in 2022). Refer to the Trail Section detail submitted with the Exhibit Supplement 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. This Canal Trail connection shall be completed or bonded for completion, on or before the date on which the Developer has completed the improvements within the City Recreation Acreage.
- (I) <u>Tree Preservation</u>. Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey including all trees other than Pine trees, in excess of 6" DBH, shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance for such Tract(s) is approved.
- (J) Developer shall install, at each entrance to the PD, cameras, which capture identification of each vehicle entering the PD. The ongoing costs of such cameras, which costs shall be paid by Developer, or any Owners Association to which Developer assigns the rights and obligations of maintenance, and which costs per camera are to be determined at the time of acquisition, shall include both acquisition costs and monthly cellular fees, if any.

- 2. It is the specific intent of this PD document ("<u>PD Document</u>" or "<u>PD District Document</u>") approved by the City on or about the ____ day of _____, 2024, to create and maintain an interconnected pedestrian and active lifestyle driven residential community which includes a variety of single family areas, a limited number of commercial areas, open spaces, common areas, and amenities, including parks, recreational and passive spaces, which are together referred to as "Brookhaven PD District" (the "<u>Project</u>"), in accordance with the City's UDO, which are specifically addressed as follows:
 - (A) The proposed land uses within the PD are a combination of various residential uses, including single family detached homes, single family subdivided attached homes ranging from Two (2) unit duplexes to townhomes of Three (3) to Eight (8) homes per individual building, 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 19.50 Acres, which may include many different commercial uses which would typically be associated with a development of this scale, such uses being set forth herein. The proposed land uses for the Project were selected in an effort to compliment and blend with the existing surrounding uses, while exemplifying the primary components of the active lifestyle market for both families and retirees. The proposed gross and net densities for the PD are set forth on the Master Site Plan Summary Table below.
 - (B) 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.
 - (C) 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.
 - (D) 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 sidewalks, 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.
 - (E) 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 shall be a master amenity for the benefit of the Residential Units within the PD, as shown on the Master Site Plan, provided that Developer reserves the right to exclude any portion of the Residential Units within the PD from access to such master amenity. Site design has been guided, and actual construction will be guided by an effort to maintain key trees and environmentally

sensitive areas, to meet all regulatory requirements. All stormwater will be designed to meet or exceed the standards within the City's Stormwater Ordinance that is in effect at the time of plan submittal.

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

ROADWAY IMPROVEMENT TABLE

KOND WITH HIM KO VENERAL TREES					
<u>Area</u>	Roadways	<u>Improvements</u>	Date for completion		
Airport Rd. &	Airport Rd. and C-1	Roadway alignment and intersection			
U.S. Hwy. 378	Commercial	improvements to access the PD.			
	Entrance				
Dirty Branch Rd.	Dirty Branch Rd.	Roadway alignment and intersection			
& U.S. Hwy.	and C-3	improvements to access the PD.			
378	Commercial				
	Entrance				
Juniper Bay Rd.	Juniper Bay Rd.	Improvements to connect internal roadway to			
& Internal Spine		Juniper Bay Rd, providing additional access to			
Road		the PD.			
Dunn Short Cut	Dunn Short Cut Rd.	Improvements to connect internal roadway to			
Rd. & Internal		Dunn Short Cut Rd. providing additional			
Road		access to the PD.			
Boundary of	U.S. Hwy. 378	Widening of U.S. Hwy. 378			
Project					

^{*}To the extent any of the above improvements are included in an approved budget by either the State of South Carolina or the U.S. Department of Transportation, Developer shall be relieved of the obligation to complete such improvements.

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 the complied Boundary Survey shown in <u>Existing Conditions</u> <u>Appendix B</u> of the separate Appendix Supplement submitted herewith.

SECTION 3: PROJECT DEVELOPER AND TITLE

The Project title of this development is "**Brookhaven 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 Highway 378 Land Holdings, LLC, although the Residential Units within the PD will be developed by a builder other than Highway 378 Land Holdings, LLC. The term "**Developer**" throughout this Document will include all subsidiaries and affiliates of Highway 378 Land Holdings, 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

<u>Appendix A</u> of this Document, attachment hereto, contains the PD Documentation, and the neighborhoods to be improved with Residential Units, together with the commercial parcels located on each side of the Spine Road, within the Project ("<u>Master Site Plan</u>"). 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 8 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 Seven (7) phases, including Three (3) phases of Residential Units, One (1) phase of Flex acreage, which may be developed as either of commercial products or Residential Units, and Three (3) phases of commercial product, together with amenity areas, park and open space areas, and each of such components may be developed at various times relative to the residential development and commercial development portion of the PD, any one of which may be further developed in sub-phases, and any of which may be developed in any particular order, with all homes remaining under ownership of the Developer, its successors and assigns, until such time as a final plat approved by the City may be recorded in the public records of Horry County, South Carolina. Although the timing of completion of any particular Phase of the PD is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design and permitting, and additional period of approximately Twelve (12) months from the issuance of permits and approvals for the installation of initial required infrastructure, and that approximately One-Third of the Project would be complete within Five (5) years of approval of the PD, with an additional One-Third of the Project being completed in each of the subsequent Five (5) year periods, with a projected build-out period for the Project of Fifteen (15) 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

Use District	Туре	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	% of Project
Residential SF-1	Single-Family Detached	634	255.7	216.6	39.1	2.8	3.4	57%
	Duplex Semi-Attached	92						
	Residential SF-1 Total	726						
Residential SF-2	Single-Family Detached	265	89.8	87.9	1.9	3.5	3.5	20%
	Duplex Semi-Attached	46	89.8					
	Residential SF-2 Total	311						
Residential SF-3	Single-Family Detached	200	75.4	72.8	2.6	2.8	2.9	17%
	Duplex Semi-Attached	14	75.4					
	Residential SF-3 Total	214						
Flex District F-1	Commercial or Townhome	10	0.9	0.9	0.0	10.9	10.9	0%
Commercial C-1	Highway Commercial	N/A	3.0	3.0	0.0	N/A	N/A	1%
Commercial C-2	Highway Commercial & Light Industrial	N/A	10.6	10.6	0.0	N/A	N/A	2%
Commercial C-3	Highway Commercial	N/A	5.9	5.3	0.6	N/A	N/A	1%
City Park	Park	N/A	5.7	5.7	0.0	N/A	N/A	1%
Total		1,261	447.0	402.8	44.2	2.8	3.7	

Notes to Master Site Plan Summary Table:

Density may be shifted between residential tracts/areas with like uses (i.e. single-family detached to singlefamily detached) and may be considered a "minor" amendment to the PD, provided that the overall (total) density is not increased and remains constant.

- Attached Duplex/Townhome tracts/areas may be developed in-common. Development Standards for incommon development may differ from fee-simple development.
- Refer to Table 2 in the PD document for dimensional standards applicable to all Tracts.
- Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) district per the City of Conway's Unified Development Ordinance (UDO) shall be permitted in the Commercial District C-1 and Commercial District C-3.
- 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 District C-2, including outdoor storage whether such use is expressly permitted under either Highway Commercial (HC)/Light Industrial (LI) districts under the City's UDO.
- 6. For purposes of the PD, single family attached Residential Units or single family semi-attached Residential Units shall include Duplexes of Two (2) units, and Townhomes of Three (3) to Eight (8) units, consistent with the definitions in the City's UDO.

SECTION 5: DEVELOPMENT DESCRIPTION

The Project is planned to include a mix of land uses, which together form an integrated active lifestyle community. The Project will be the subject of master covenants, conditions and restrictions, which will apply to the community as a whole, as well as additional covenants, conditions and restrictions which may be applicable only to certain portions of the community (collectively the "<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, and each of the successor developers have significant experience in bringing new communities that meet the needs of both the local community and the new residents. By being involved in the creation of the new development and dictating the key components, 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, or 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 378 to Juniper Bay Road, will function 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 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 Grand Strand Water & Sewer Authority. The neighborhoods within the Project may consist of detached single family lots of varying width, single family subdivided attached units ranging from Two (2) unit Duplexes to Three (3) to Eight (8) unit townhomes 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 that are in effect at the time of plan and/or permit submittal.

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

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>").

SECTION 6: PERMITTED USES AND DIMENSIONAL STANDARDS

The permitted uses described within the PD District shall be as follows:

1. Permitted Residential Uses:

- (A) Single Family Detached Residential Units.
- (B) Single Family Attached or Semi-Attached Duplex Residential Units.

2. Permitted Flex Tract Uses:

- (A) All uses allowed in the Highway Commercial (HC) district under the City's UDO.
- (B) Single Family Attached Townhome Residential Units (3-8 Units).

3. Commercial District C-1 & C-3 Uses:

(A) All uses allowed in the Highway Commercial (HC) district under the City's UDO.

4. Commercial District C-2 Uses:

- (A) All uses allowed in the Highway Commercial (HC) district under the City's UDO.
- (B) All uses allowed in the Light Industrial (LI) district under the City's UDO.
- (C) Indoor/Outdoor Storage without regard to whether the same are allowed in the HC or LI districts under the City's UDO.

5. Additional Commercial Uses:

- (A) 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 above.
- (B) Developer may construct up to Two (2) single family detached model homes within the Tracts designated for single family detached homes under the PD following the approval of a preliminary plat, but prior to the recording of a final plat for the residential lots on which such single-family detached homes will be located, provided, however that such model homes will not be issued certificates of occupancy prior to the date on which a final plat has been recorded.

The table below identifies the dimensional standards for each of the proposed uses within the PD District.

PROPOSED DIMENSIONAL STANDARDS TABLE

	Lot Area	Min. Lot Width	Min. Lot Depth	Setbacks				
Use				Front	Side	Rear	Side Corner	Height
Residential Districts								
35' SF Detached	3,850 sf	35'	110'	15'	5'	20'	10'	40'
40' SF Detached	4,800 sf	40'	120'	15'	5'	20'	10'	40'
50' SF Detached	6,000 sf	50'	120'	15'	5'	20'	10'	40'
Duplex Semi-Attached	3,700 sf	34'	120'	15'	07/5	20'	10'	40'
Flex District								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Commercial Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Light Industrial Uses	15,000 sf	75'	200'	30'	20'	20'	25'	50'

^{1.} SF = Single-Family

SECTION 7: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

- A. <u>Densities</u>. The overall density for the Project through all Phases, as shown on the Master Site Plan, shall not exceed 1,261 total Residential Units, and total commercial square footage not exceeding the maximum square footage for the Three (3) Commercial Tracts and the One (1) Flex Tract shall not exceed 320,000 square feet.
- B. <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 plan submittal. No protected trees, as defined under the City's Tree Preservation Ordinance, shall be removed without a Protected Tree Permit and the submission of a tree survey. Tree surveys indicating the location of all protected trees under the City's Tree Preservation Ordinance shall be submitted for each Tract or parcel within the PD at the time of plan submittal, and prior to the approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by the City's staff that no protected trees will be removed without proper permitting and mitigation.
- C. <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

^{2.} Duplex Semi-Attached shall have a 0' side setback where common walls are utilized.

^{3.} Commercial uses in the Flex and Commercial Districts may have 0' side-to-side minimums, when lot lines are internal to differing tenants within the same building.

addition to providing for storm water and erosion control measures over the Subject Parcels, in accordance with the requirements of the Stormwater Management and Sediment Control Ordinance for the City of Conway, South Carolina, Ordinance #2015-05-04(C) and any subsequent amendments to such ordinance.

- D. <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.
- E. <u>Signage</u>. Signage within the PD District shall comply with the requirements of the City's UDO, as in effect at the time a permit is requested for a sign. The Subject Parcels designated as Flex, Commercial District C-1, Commercial District C-2 or Commercial District C-3, shall also comply with the Gateway Corridor Overlay, and to the extent such Subject Parcel 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.
- F. <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.
- G. <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 residential and commercial shall be not less than 50'. Such buffers being set noted on the Buffer Plan submitted as part of the PD. Buffers shall be recorded of record as a part of the respective final plat for each Tract, or any portion thereof.

[LANDSCAPE BUFFER AND PLANT QUANTITIES TABLE BELOW]

LANDSCAPE BUFFERS AND QUANTITIES TABLE

Plant quantities per 100 LF of buffer

	Trail qualities per 100 Er of buffer				
Landscape Areas	Landscaping Type	Minimum Width	Canopy	Understory	Tall Shrub
PD External Perimeter	Туре С	25'	3	5	25
Residential					
PD External Perimeter	Type C	25'	3	5	25
SF-1 to C-1	Type B	15'	2	3	20
SF-1 to F-1	Type C	25'	3	5	25
SF-2 to City Park	Type C	25'	3	5	25
Flex/Commercial					
PD External Perimeter	Type C	25'	3	5	25
C -1 to Hwy 378	GCO	10'	2	2	18
C-2 to Hwy 378	GCO	10'	2	2	18
C-3 to Hwy 378	GCO	10'	2	2	18
F-1 to Juniper Bay Rd	Street	10'	2	2	18
F-1 to External Perimeter	Type A	5'	N/A	2	18
F-1 to SF-1	N/A	N/A	N/A	N/A	N/A
C-1 to SF-1	Type B	15'	2	3	20
C-3 to SF-1	Type B	15'	2	3	20
Local Streets	Street	8'	2	2	15
Parking Lots	Parking Lot	5'	1 per 12 spaces	N/A	25
Landscape Islands	9' x 19' Island	N/A	1	N/A	5

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

H. <u>Utilities</u>.

- (i) Electric services to be provided by Santee Cooper.
- (ii) Water services to be provided by Grand Strand Water & Sewer Authority.
- (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/or Spectrum Service to be extended as needed in order to serve each of the Subject Parcels.

I. <u>Other Services</u>. Residents and businesses within the PD will be served by Horry County Schools, Conway Police, Conway Fire and EMS, Conway Parks and Recreation.

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

^{*}All utilities to be placed underground.

- J. <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.
- K. <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.
- L. <u>Complete Streets</u>. Streets within the PD shall be designed and constructed per the cross sections included in the Appendix Supplement submitted herewith, and referenced as follows:
 - (i) Collector Road with Median
 - (ii) Local Street
- M. <u>Offsite Road and Traffic Improvements</u>. Offsite road and traffic improvements associated with Brookhaven PD shall be installed per the SCDOT approved Traffic Impact Analysis.
- N. <u>Block Length</u>. Blocks shall not exceed a length of 2,000 linear feet.
- O. Cul-De-Sacs.
 - (i) Cul-de-sacs shall not exceed a length of 1,200 linear feet.
 - (ii) The use of cul-de-sacs shall be at the discretion of the developer and approved by the Planning Director when there are no other reasonable alternatives.
 - (iii) Cul-de-sacs shall not originate from a dead-end street.
- P. <u>Connectivity</u>. Streets classified as a Local Street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Brookhaven PD unless otherwise shown on the PD Master Plan approved with this Ordinance.
- Q. <u>Project Ingress/Egress</u>. There are multiple points of external ingress/egress into Brookhaven PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median and a minimum three (3) lanes (one inbound and two outbound). In all instances the developer shall be responsible for constructing ingress/egress to the project in accordance with the SCDOT approved TIA.
- R. Open Space. Open space is being provided within the Brookhaven Planned Development by way of a City Park, City Canal Trail, and neighborhood scale open space owned and maintained by the POA. Neighborhood scale open space (pocket parks, mini parks, etc.) shall be exempt from the Suitability Requirements as defined in the City of Conway Unified Development Ordinance Section 10.3.9.

S. <u>Required Open Space</u>. Required open space is a derivative of the total number of lots (1,261) multiplied by Average Household size per the latest US Census (2.6) multiplied by .008 per the Conway UDO. Total required open space is as calculated below, and set forth in the table below:

 $1,261 \times 2.6 \times .008 = 26.3$ acres total open space

OPEN SPACE TABLE

Use District	Required Open Space	Provided Open Space	Upland Open Space	Wetland	Canal Trail	Ponds
Residential SF-1	15.1 ac	120.0 ac	50.0 ac	39.1 ac	6.2 ac	24.4 ac
Residential SF-2	6.5 ac	30.0 ac	13.0 ac	1.9 ac	3.0 ac	11.9 ac
Residential SF-3	4.5 ac	25.0 ac	13.0 ac	2.6 ac	2.9 ac	6.3 ac
Flex District F-1	0.2 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac
City Park	N/A	5.7 ac	5.7 ac	0.0 ac	0.0 ac	0.0 ac
City Canal Trail	N/A	12.6 ac				

T. <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.

SECTION 8: DESIGN MODIFICATIONS APPROVED AS A PART OF PD

- A. Certain modifications of the City's design standards set forth in the City's UDO shall be allowed within the PD, as set forth below:
 - (i) Landscape buffers between Commercial uses shall not be required.
 - (ii) The PD external perimeter buffer adjacent to the existing canal (Oakey Swamp) shall be reduced to a Type A buffer in width and plant quantity and will be contained within the canal trail parcel.
 - (iii) Minimum block length shall be 270 linear feet.
 - (iv) The Flex Use District landscape buffers shall meet the Type A buffer requirements of the City's UDO on the side property lines. A 25' perimeter PD External Buffer shall be provided in Tract SF-1 along the rear property line of the Flex Use District. No rear landscape buffer shall be required.
 - (v) Sidewalks and pathways shall not be required on the perimeter of the PD.
 - (vi) Tract SF-3 shall be connected via multi-purpose path to Tract SF-2.
 - (vii) Streets within the PD shall be designated and constructed in accordance with the cross sections included in the Appendix Supplement.

SECTION 9: 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 10: 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 11: MAINTENANCE AND CONTROL

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

CCRs will establish additional requirements for landscaping, particularly foundation landscaping and layering, signage and materials for single family residences.

SECTION 12: 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 Residential Units shall not exceed One Thousand Two Hundred Sixteen (1,216) total units.

SECTION 13: 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 SUPPLEMENT ALSO INCLUDED IN SUBMITTAL]

APPENDIX A

- (1) Master Site Plan
- (2) Phasing Plan
- (3) Open Space Plan
- (4) Conceptual Master Water Plan
- (5) Conceptual Master Sewer Plan
- (6) Conceptual Storm Water Plan
- (7) ADT Street Framework Plan
- (8) Collector Street Section
- (9) Local Street Typical Section
- (10) Trail Section
- (11) PD Topographic Exhibit

APPENDIX B

Existing Conditions

- (1) (2) Compiled Boundary Survey Wetland Information
- Downstream Stormwater Analysis Area Zoning Map
- (3) (4)



APPENDIX C

Project Traffic Report













1774 SQ. FT. | 4 BED 2 BATH 1 STORY 2 CAR





Elevation A

Elevation B



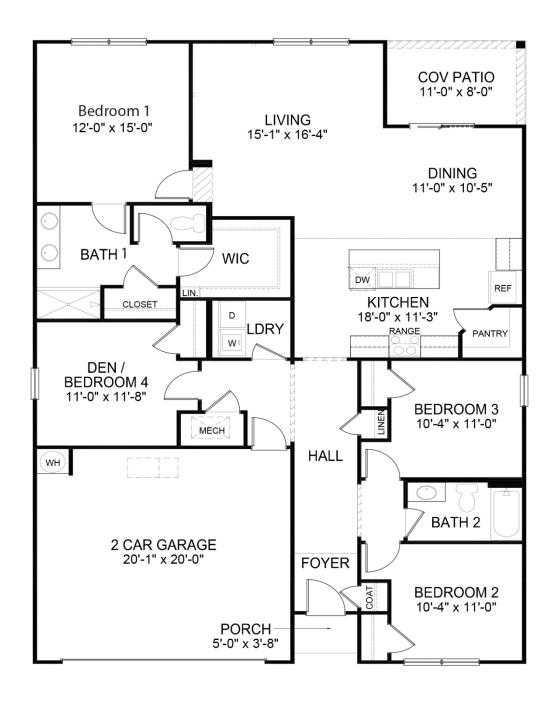


Elevation C

Elevation S

D.R. Horton is an Equal Housing Opportunity Builder. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Square footage dimensions are approximate. Buyer should conduct his or her own investigation of the present and future availability of school districts and school assignments. D.R. Horton has no control or responsibility for any changes to school districts or school assignments should they occur in the future. Rendering 2.26.24 update.







Jde-1774 11.11.22 Update 11.11.22 Plan





3129 SQ. FT. | **4** BED **3** BATH **2** STORY **2** CAR





Elevation A Elevation B





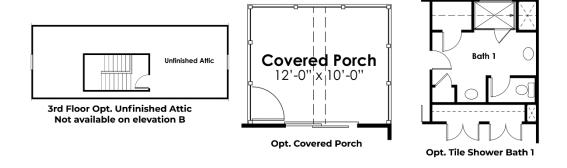
Elevation C Elevation D

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Two Story Plan & Options





Jde-3129 3.6.24 Update 2.5.24 Plan





1045 SQ. FT. | **2** BED **2** BATH **1** STORY



Elevation A

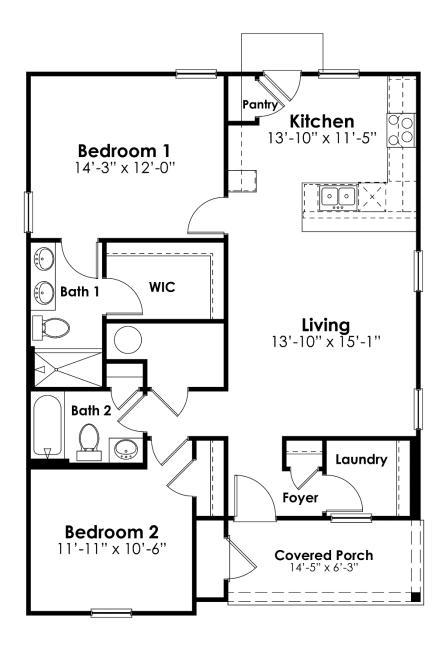






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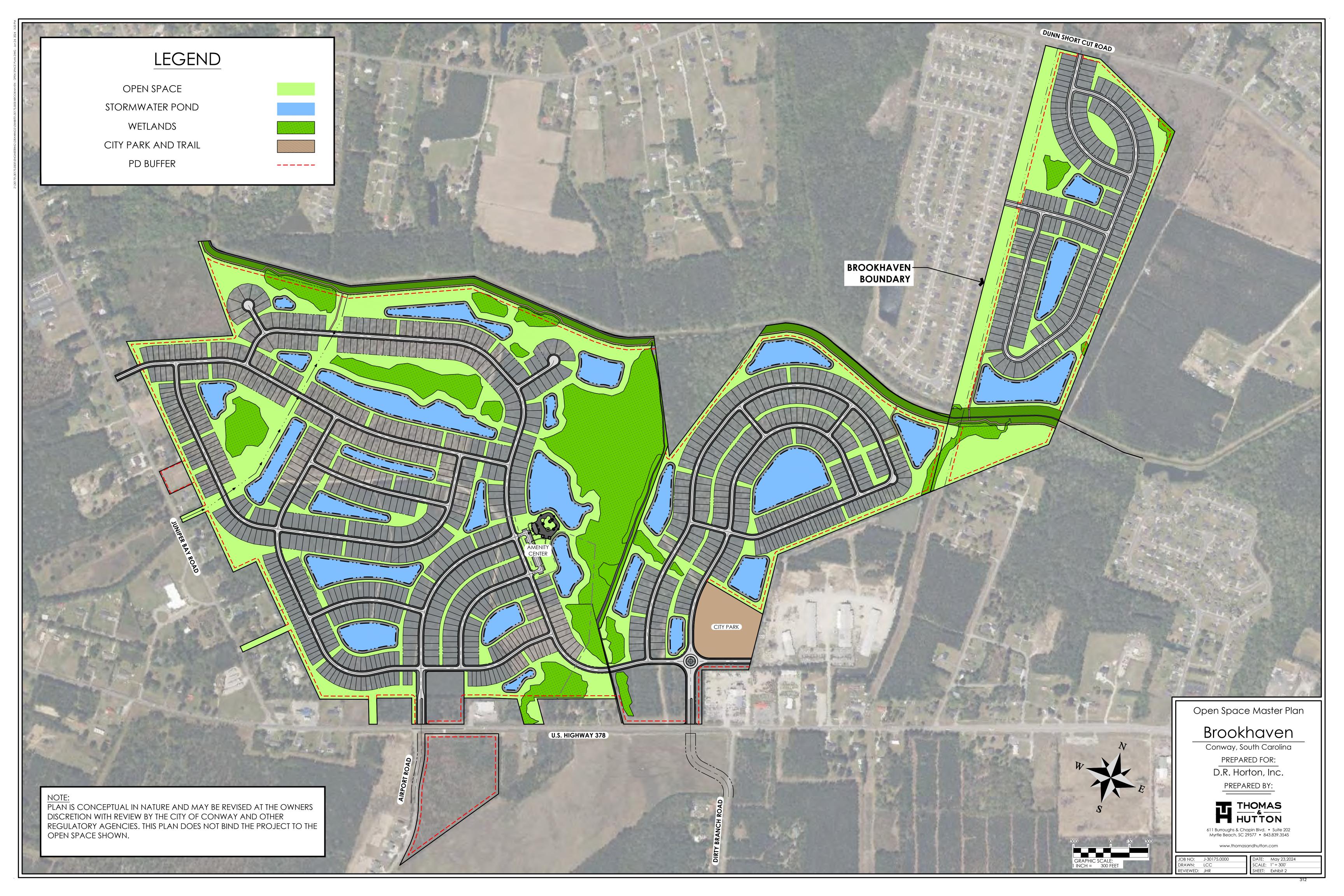


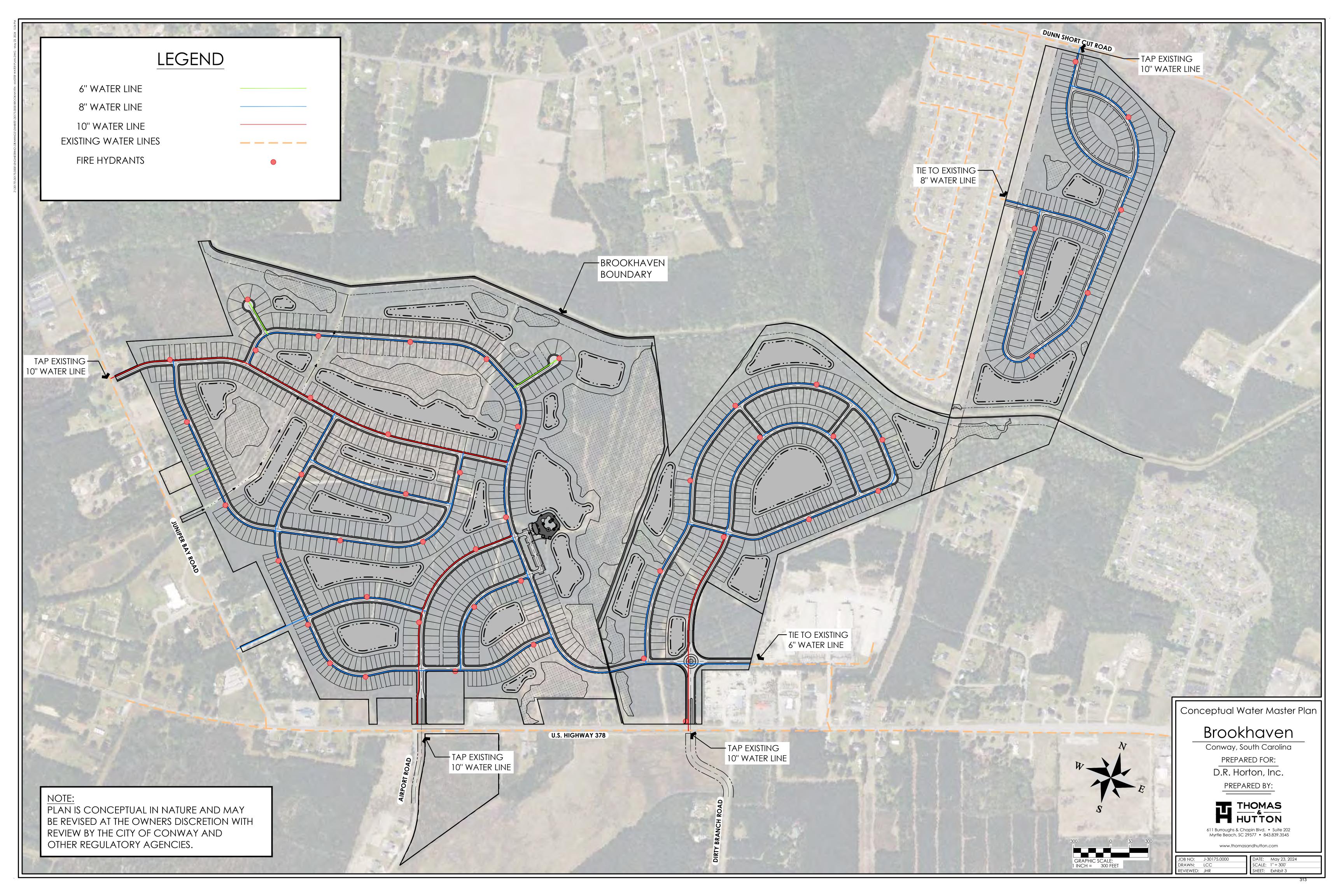


Jde - 1045 1.16.24 Update 6.7.23 Plan



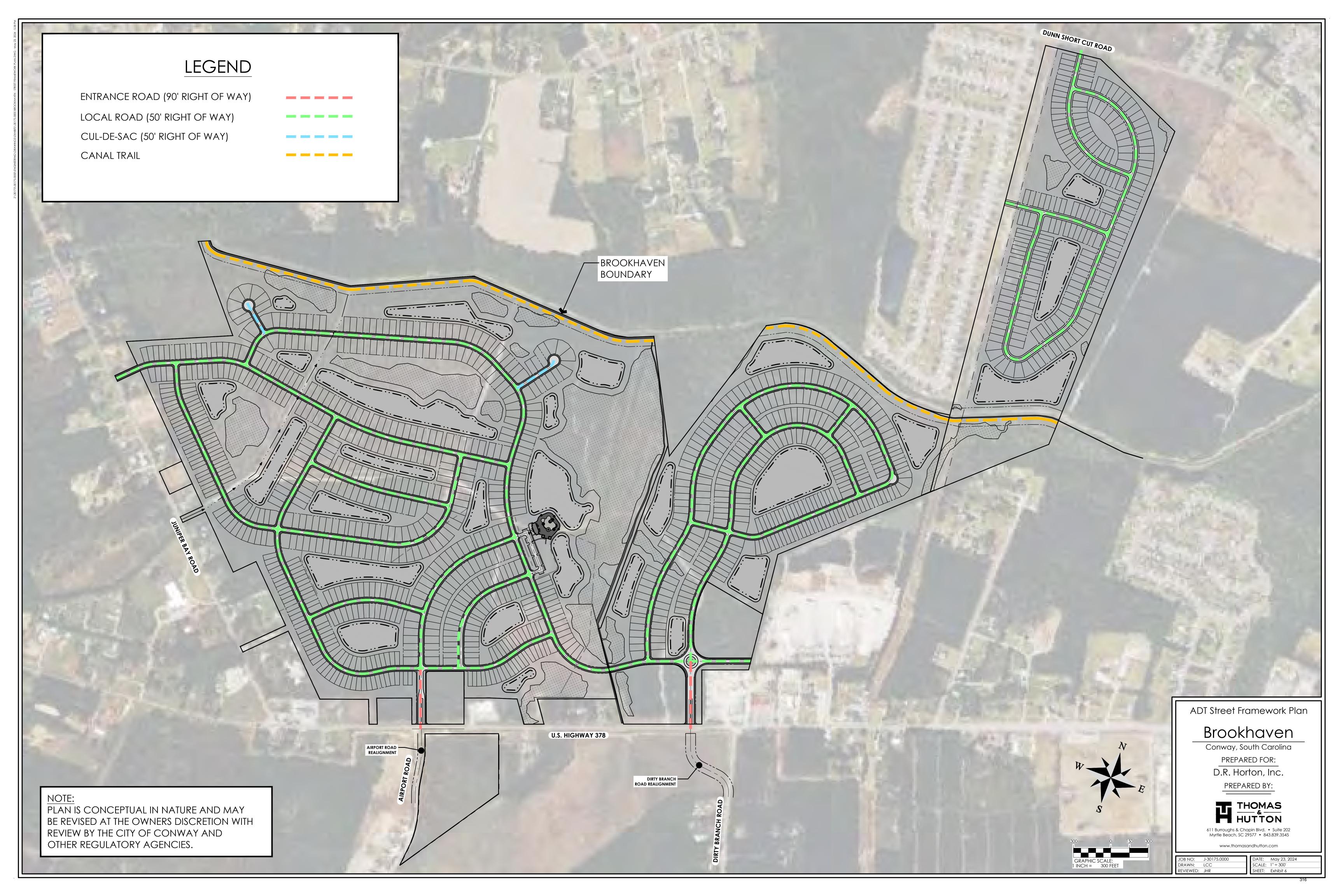


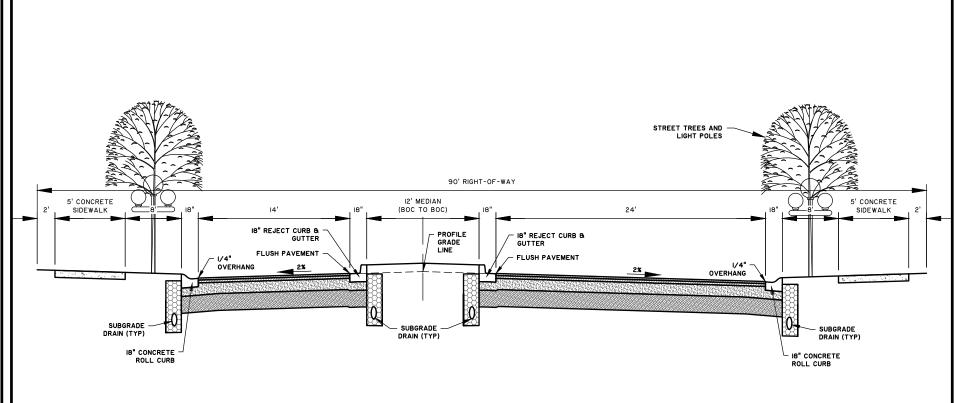












COLLECTOR ROAD WITH MEDIAN (ENTRANCE) TYPICAL SECTION

NOT TO SCALE

EXHIBIT 7 - COLLECTOR ROAD

PROJECT:

BROOKHAVEN

CLIENT:

D.R. HORTON, INC.

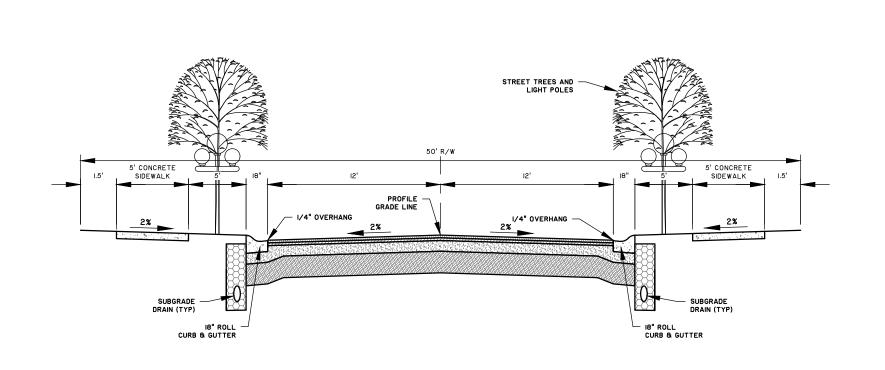
LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: MAY 2024 JOB NUMBER: J-30175.0000 DRAWN BY: LCC REVIEWED BY: JHR SHEET: 1 OF 3 SCALE: NTS



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LOCAL STREET TYPICAL SECTION

NOT TO SCALE

EXHIBIT 7 - LOCAL STREET

PROJECT:

BROOKHAVEN

CLIENT:

D.R. HORTON, INC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA DATE: MAY 2024

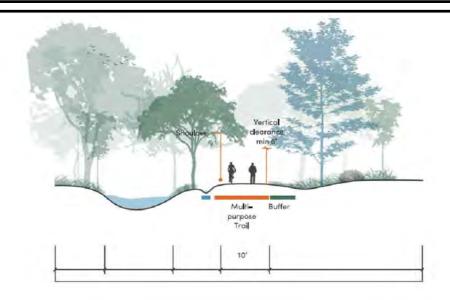
JOB NUMBER: J-30175.0000

DRAWN BY: LCC REVIEWED BY: JHR SHEET: 2 OF 3 SCALE: NTS



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

SWAMP, LEVEE OR CANAL TRAILS

NOT TO SCALE

EXHIBIT 7 - TRAIL SECTION

PROJECT:

BROOKHAVEN

CLIENT:

D.R. HORTON, INC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: MAY 2024 JOB NUMBER: J-30175.0000 DRAWN BY: LCC REVIEWED BY: JHR

SHEET: 3 OF 3 SCALE: NTS

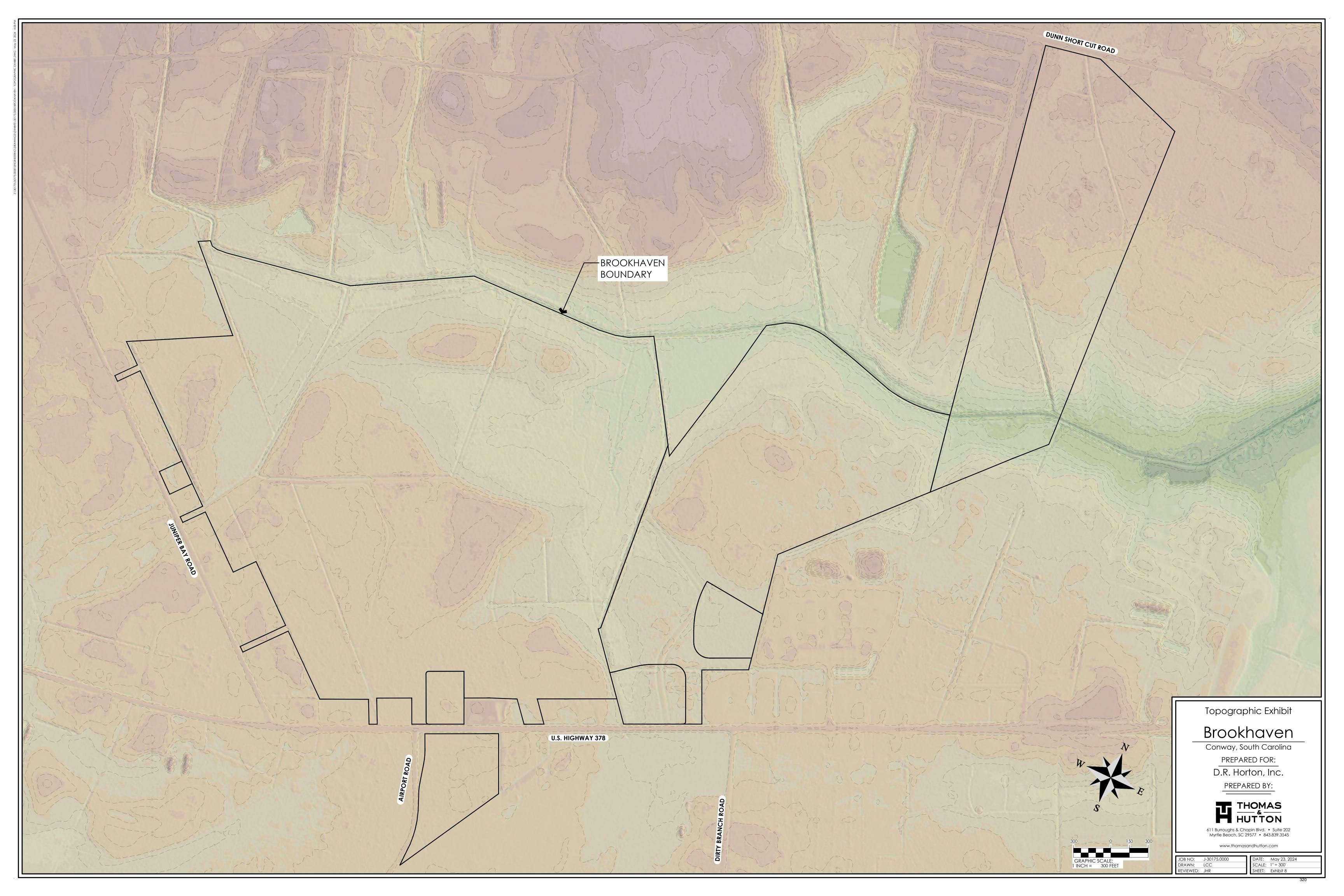
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NOTE:

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





BROOKHAVEN

2024	DRAFT
June	DIVALI

PREPARED FOR:

THOMAS & HUTTON

50 PARK OF COMMERCE WAY // SAVANNAH, GA, 31405

TRAFFIC IMPACT ANALYSIS

ALONG US 378 IN CONWAY, SOUTH CAROLINA





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EXECUTIVE SUMMARY

A traffic impact analysis was conducted for the Brookhaven development in accordance with SCDOT and the City of Conway guidelines. The proposed Brookhaven development is located along US 378 and for the purposes of this analysis was assumed to be completed in two general phases – Phase 1: 2029 and Phase 2: 2034.

Phase 1 consists of the western portion of the site, consisting of up to 634 single family detached housing units, 102 single family detached housing units, a 5,000 square foot convenience store, 20,000 square feet of strip retail plaza, and an 80,000 square foot mini-warehouse. Phase 2 consists of the eastern portion of the site consisting of up to 465 single-family detached housing units, 60 single-family attached housing units, a 8,000 square foot fast casual restaurant, and 27,000 square feet of strip retail plaza.

Access to the development is proposed to be provided via four full access driveways, all of which meet the SCDOT spacing requirements.

- Project DW #1 is proposed to be located along US 378 opposite realigned Airport Road;
- Project DW #2 is proposed to be located along US 378 opposite realigned Dirty Branch Road;
- Project DW #3 is proposed to be located along Juniper Bay Road; and
- Project DW #4 is proposed to be located along Dunn Short Cut Road.

The extent of the roadway network analyzed consisted of the ten (10) intersections of:

- US 378 & Juniper Bay Road;
- US 378 & Airport Road/Project DW #1;
- 3. US 378 & Dirty Branch Rd/Project DW #2;
- 4. US 378 & Commercial DW;
- 5. US 378 & Jerry Barnhill Boulevard;
- 6. US 378 & Dayton Drive;
- 7. Juniper Bay Road & Project DW #3;
- 8. Dunn Short Cut Road & Juniper Bay Road;
- 9. Dunn Short Cut Road & Leatherman Road; and
- 10. Dunn Short Cut Road & Project DW #4.

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive right-turn lanes are recommended at the following intersections:

Phase 1

- Westbound right-turn lane at the intersection of US 378 & Airport Road/Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- Westbound right-turn lane at the intersection of US 378 & Juniper Bay Road (to consist of a total of 300 feet, with 100 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Brookhaven development.

Phase 2

 US 378 & Project Driveway #2 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper).

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive left-turn lanes are recommended at the following intersections:

Phase 1

- Eastbound left-turn lane at the intersection of US 378 & Airport Road/Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper);
- Westbound left-turn lane at the intersection of US 378 & Airport Road/Project Driveway #1 (to consist of 350 feet, with 150 feet of storage and a 200-foot taper); and
- Eastbound left-turn lane along US 378 at Juniper Bay Road (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Brookhaven development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Project Driveway #4 (to consist of a total of 330 feet, with 150 feet of storage and a 180-foot taper).

The results of the analysis for Phase 1 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Brookhaven Phase 1 development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Brookhaven development. However, the anticipated traffic from the proposed development is anticipated to significantly increase delay at the intersection. Based on SCDOT's Roadway Design Manual considerations, this intersection warrants the installation of an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane with or without the proposed Brookhaven development. Therefore, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay with the proposed Brookhaven development. A signal warrant analysis was performed with projected 2029 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as eastbound and westbound right-turn lanes along US 378.

- The intersection of US 378 & Dirty Branch Road/GFL Environmental Driveway is projected to experience undesirable delay in both peak hours of the 2029 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. This increased delay will be mitigated in Brookhaven Phase 2; therefore, no improvements are recommended in Phase 1.
- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2029 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Brookhaven development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour with or without the proposed development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay

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The results of the analysis for Phase 2 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Brookhaven development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Brookhaven development. As mentioned previously, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay in Phase 1 which is projected to improve the LOS. While the LOS is projected to be undesirable with the ultimate buildout in Phase 2, the Phase 1 turn lane improvements are projected to provide improved LOS over the No Build Conditions.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay in the AM peak hour with the proposed Brookhaven development at full-buildout, with the recommended signalization from Phase 1. While the LOS is projected to be LOS E in the AM peak hour of 2033 at full buildout, the delay is projected to be slightly above the LOS E threshold of 55.0 s/veh. Therefore, no further improvements (beyond the Phase 1 improvements) are recommended.
- The intersection of US 378 & Dirty Branch Road/Project Driveway #2 is projected to experience undesirable delay in both peak hours of the 2034 No Build and Build Conditions. A signal warrant analysis was performed with projected 2034 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound rightturn lane on US 378. This intersection is projected to experience an undesirable LOS F even with signalization; therefore, it is recommended to extend the widening of US 378 from where it ends east of Dayton Drive to the west of this intersection, narrowing back to two lanes west of Dirty Branch Road.

- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2034 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Brookhaven development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.

The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour of the 2034 No Build Conditions and is projected to experience undesirable delay in both peak hours of the 2034 Build Conditions. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening is anticipated to improve the LOS in the AM peak hour. Therefore, no additional improvements to mitigate this delay are recommended.

The recommended mitigation, including both turn lanes warranted based on SCDOT's turn lane criteria as well as additional improvements to mitigate projected delay, is listed in **Table E.1** on the following page.

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Table E.1 - Proposed Improvements

Intersection		Proposed Improvement		
		Phase 1 - 2029	Phase 2 - 2034	
1	US 378 & Juniper Bay Road	 Install an exclusive EB left-turn lane along US 378. Install an exclusive WB right-turn lane along US 378. 		
2	US 378 & Airport Road/Project DW #1	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378. 		
3	US 378 & Dirty Branch Road/ Project DW #2	-	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378. 	
4	US 378 & Commercial DW			
5	US 378 & Jerry Barnhill Boulevard	-		
6	US 378 & Dayton Drive		-	
7	Juniper Bay Road & Project DW #3		-	
8	Dunn Short Cut Road & Juniper Bay Road	-	-	
9	Dunn Short Cut Road & Leatherman Road	_	-	
10	Dunn Short Cut Road & Project DW #4	-	Install an exclusive WB left-turn lane along Dunn Short Cut Road.	
			Widen US 378 (from two-lanes to five- lanes) from west of Project Driveway #2 to Dayton Drive.	

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1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

The purpose of this report is to document the procedures and findings of a traffic impact analysis for the proposed Brookhaven development in accordance with SCDOT and the City of Conway guidelines. The proposed Brookhaven development is located along US 378, as shown in **Exhibit 1.1**, and will consist of the following land uses, with anticipated completion by 2029 (Phase 1) and 2034 (Phase 2):

- ❖ 80,000 square feet mini-warehouse;
- 1,099 single-family detached housing units;
- 162 single-family attached housing units;
- 5.7 acre public park;
- 47,000 square feet strip retail plaza;
- 5,000 square feet convenience store;
- 8,000 square feet fast casual restaurant.

Phase 1 consists of the western portion of the site, consisting of up to 634 single family detached housing units, 102 single family detached housing units, a 5,000 square foot convenience store, 20,000 square feet of strip retail plaza, and an 80,000 square foot mini-warehouse. Phase 2 consists of the eastern portion of the site consisting of up to 465 single-family detached housing units, 60 single-family attached housing units, a 8,000 square foot fast casual restaurant, and 27,000 square feet of strip retail plaza.

Access to the development will be provided through four full access driveways and via Dayton Drive, as shown in the site plan in Exhibit 1.2. The traffic impact analysis considers the weekday AM peak hour (between 7:00 AM and 9:00 AM) and the weekday PM peak hour (between 4:00 PM and 6:00 PM) as the study time frames. The extent of the existing roadway network to be studied consists of the ten (10) intersections of:

- US 378 & Juniper Bay Road;
- US 378 & Project DW #1;
- US 378 & Dirty Branch Rd/GFL Environmental DW/Project DW #2;
- 4. US 378 & Commercial DW:

- 5. US 378 & Jerry Barnhill Boulevard;
- 6. US 378 & Dayton Drive;
- 7. Juniper Bay Road & Project DW #3;
- 8. Dunn Short Cut Road & Juniper Bay Road;
- 9. Dunn Short Cut Road & Leatherman Road; and
- 10. Dunn Short Cut Road & Project DW #4.

1.2 EXISTING ROADWAY CONDITIONS

US 378 is a two-lane principal arterial that primarily serves residential and commercial land uses. The posted speed limit is 55 mph and the average annual daily traffic (AADT) in 2024 was 11,800 vehicles/day. Based upon existing turning movement counts, the percentage of heavy vehicles along US 378 is approximately 3%. <u>Dunn Short Cut Road</u> is a two-lane local roadway that primarily serves residential land uses. The posted speed limit is 45 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Dunn Short Cut Road is approximately 3%. Juniper Bay Road is a two-lane major collector that primarily serves residential land uses. The posted speed limit is 45 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Juniper Bay Road is approximately 2%. Dayton <u>Drive</u> is a two-lane local roadway that primarily serves residential land uses. The posted speed limit is 15 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Dayton Drive is approximately 2%. Jerry Barnhill Boulevard is a two-lane local roadway that primarily serves commercial land uses. The posted speed limit is 15 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Jerry Barnhill Boulevard is approximately 10%. Dirty Branch Road is a two-lane local roadway that primarily serves residential land uses. The posted speed limit is 25 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Dirty Branch Road is approximately 2%. Leatherman Road is a two-lane local roadway that primarily serves residential land uses. The posted speed limit is 25 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Leatherman Road is approximately 3%.

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Exhibit 1.1 – Brookhaven Location Map

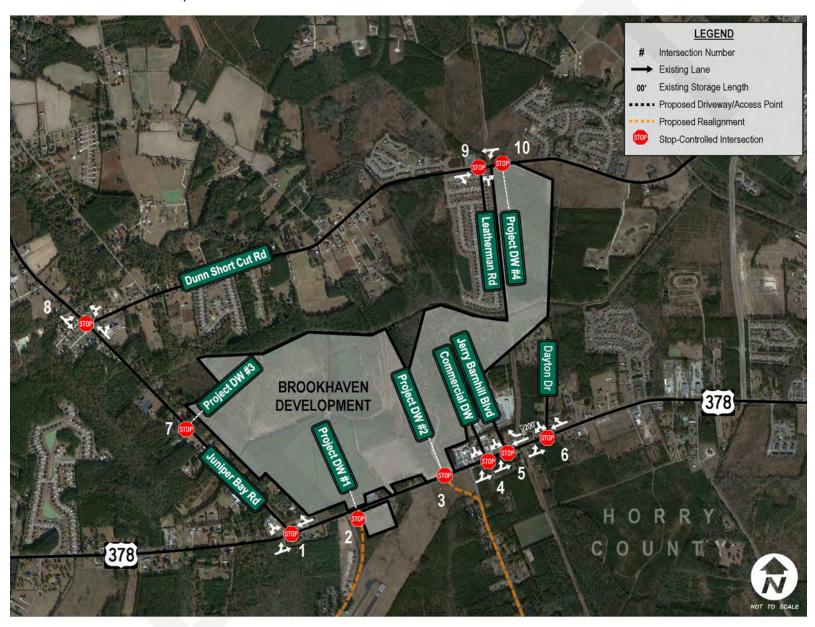


Exhibit 1.2 – Brookhaven Site Plan



DATE: JULY 15, 2024

ITEM: VII.C.

ISSUE:

First Reading of Ordinance #**ZA2024-02-05** (**A**) – *by title only* – of a request for the City of Conway to enter into a Development Agreement, for proposed development of approximately 446 +/- acres of property located on or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, and on Dunn Shortcut Rd (PIN's 337-00-00-0009; 336-00-00-0043, -0044, and -0045; 337-08-01-0004; 336-13-04-0006; 336-14-04-0011; 336-15-03-0003; 370-00-00-0011; and 370-04-01-0004).

BACKGROUND:

Updated:

The applicants are requesting approval of first reading <u>by title only</u> of the proposed development agreement. Formerly known as the Tributary project, the revised name of the project is "*Brookhaven*." The applicant's requesting to enter into the development agreement with the City of Conway is: Highway 378 Land Holdings, LLC (current owner of properties). The subject property is proposed to be annexed into the City as a Planned Development (PD). The proposed length of the development agreement is for an initial 10-year period.

The required public hearings, in accordance with state law, were held on November 27th, 2023 (Planning Commission) and City Council held the second public hearing on the development agreement at the January 16th, 2024 regular meeting. Following public hearing on the development agreement at the January 16th council meeting, the requests were deferred until such time that Council could hold a workshop to discuss the requests in further detail. Both the development agreement and the proposed annexation of the property was discussed at the budget retreat earlier this year.

DEVELOPMENT AGREEMENTS.

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

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

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

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

PLANNING COMMISSION:

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

CITY COUNCIL:

City Council held the second required public hearing at the January 16th, 2024 Council meeting; however, First Reading of both the development agreement and the annexation/rezoning request was deferred until a workshop could be held to allow the requests to be discussed in further detail. At the 2024 budget retreat, Council discussed the requests in further detail, and the following comments/observations were made (*also outlined in the issue paper for the annexation/rezoning*):

- The density of properties located on Dayton Drive and on Dunn Shortcut Rd should be developed and/or zoned as low-density residential to be consistent with the density of the adjacent developments.
- Additional details on the proposed park and location needed.
- The tracts identified as Flex Tracts on the Highway 378 side should be reserved for commercial only; no residential.
- Additional details on the trail system needed. Trail should connect around entire property perimeter and be connected immediately; not wait for future property acquisitions.
- Proposed road/access through City shop complex should be removed.

- Concerns with the proposed lot widths for some of the lots; however, lot widths are acceptable if quality design and aesthetics are assured. Design will need to be regulated internally as well.
- No additional comments on the Municipal Improvement District (M.I.D.).
- Enhancement fees will be required as part of the development agreement.

Highlights (and required sections of the development agreement) of the amended draft of the development agreement include (but not limited to) the following:

AGREEMENT BETWEEN: Highway 378 Land Holdings, LLC and The City of Conway

- 1. INCORPORATION
- 2. DEFINITIONS
- 3. TERM OF AGREEMENT (min. of 250 acres of highland required)
 - 10-year term
 - Automatic extension of up to three (3) five (5) year terms if project not completed.
- 4. DEVELOPMENT OF THE PROPERTY
- 5. VESTED RIGHTS
- 6. CONVEYENCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS
- 7. DEVELOPMENT SCHEDULE
 - Exhibit "E" to include a development schedule
- 8. EFFECT OF FUTURE LAWS
- 9. INFRASTRUCTURE AND SERVICES
 - Public roads all roads to be public and dedicated to the city. Roads to meet minimum city standards unless specifically modified within agreement (and via a design modification granted by PC).
 - Storm drainage system shall be designed in accordance with city ordinances.
 - Solid waste / recycling collection to be provided by city (typical)
 - Other sections under infrastructure and services include:
 - o Police protection
 - o Fire services
 - o Emergency medical services
 - School services
 - Private utility services
 - Streetlights
 - o No donation of acreage for sewer plant expansion
 - o No required donations for civic purposes
 - ➤ *Note:* developer has agreed to convey, in consideration of obligations set forth in the agreement and in the PD, and without payment from the city to the developer, those parks, recreational areas and athletic facilities for public use as shown on the Master Site Plan, attached as "*Exhibit C*".

- o Easements
- Ponds and Lakes
- o Flood Damage Prevention (staff note: language will need added that ensures that the developer will adhere to the Flood Damage and Prevention Ordinance that is in effect at the time of plan submittal)
- o Tree Preservation

10. IMPACT FEES

Property to be subject to any impact fees imposed by the city at time of the agreement.

11. ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS

- Enhancement Fees
 - o \$5,750 per single-family detached residential unit;
 - o \$4,025 per single-family attached residential unit;
 - \$2,875 per multi-family residential unit (not applicable since no multifamily is proposed in this project);
 - o Fees subject to annual increase of an amount equal to the increase in the Consumer Price Index (CPI), but not to exceed 5% for any respective calendar year.
 - Installation of a 5' sidewalk on both sides of the collector roads (in accordance with city requirements)
 - At least one (1) new sewer pumps station, and to the extent required to provide sufficient capacity, a second sewer pump station.
 - Stormwater conveyance and retention facilities. All stormwater is to be designed to meet or exceed the city's stormwater ordinance in effect at the time of plan submittal.
 - Installation of roadway improvements to four (4) separate roadway intersections, and the widening of Hwy 378 from the existing 2 lanes to 5 lanes from where 5 lanes currently end (Dayton Drive) to project driveway #2 (Dirty Branch Rd, where shown to be realigned).
 - Conveyance and dedication to City of approx. 22 acres of real property (shown as City recreational acreage on Master Site Plan).
 - o *Staff note:* the master site plan shows a city park and the trail system, but it does not specify "city recreational acreage" as described in DA.
- Installation of Trail connection (however, language in DA needs to be corrected)
- 12. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE
- 13. COMPLIANCE REVIEWS
- 14. DEFAULTS
- 15. MODIFICATION OF AGREEMENT (misnumbered as a duplicate #14; should be #15)
- 16. RESTRICTIVE COVENANTS (should be #16)
- 17. NOTICES (should be #17)
- 18. GENERAL (should be #18)
- 19. DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED (should be #19)
- 20. STATEMENT OF REQUIRED PROVISIONS (should be #20)

21. *Exhibits*:

- Exhibit A: SC Local Government Development Agreement Act
- Exhibit B: Survey of Property (this should be the Master Site Plan)
- Exhibit C: Master Site Plan
- Exhibit D: Approved PD Ordinance (including narrative)
- Exhibit E: Development Schedule

RECOMMENDATION:

A workshop on the amended development agreement will follow the regular meeting in which First Reading of the proposed ordinance is requested. Staff would recommend approval of **First Reading by title only of Ordinance #ZA2024-02-05 (A)**; provided that all outstanding comments have been satisfied and/or addressed, including the requirement of the PD (annexation / rezoning) to receive the required recommendation of Planning Commission (to be considered at the August 1st PC mtg), prior to final reading of both the annexation/rezoning request and the development agreement.

Attachments:

Revised Draft of proposed Development Agreement

ORDINANCE #ZA2024-02-05 (A)

AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CONWAY AND HIGHWAY 378 LAND HOLDINGS, LLC.

- WHEREAS, the S. C. Local Government Development Agreement Act of 1993 (S.C. Code Title 6, Chapter 31, § 6-31-10) authorizes binding agreements between local governments and developers for the long-term development of land tracts of land; and
- **WHEREAS**, the City of Conway is a duly 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 Highway 378 Land Holdings, LLC; and
- **WHEREAS**, the Development Agreement is in reference to the proposed *Brookhaven* Project, consisting of approximately 446 +/- acres of land; and
- WHEREAS, included within the Development Agreement are obligations of the Developer, including, but not limited to, building & zoning requirements (PD); conveyance of approximately 22+/- acres of property to the City of Conway for city park acreage and trail connection; and enhancement fees to for the purpose of enhancing city services. Development to commence in accordance with the agreement and PD; projected to be completed over a 10-year construction period; and
- **WHEREAS**, it is recognized that the Development Agreement does not apply to any development which occurs after the expiration of its 10-year term unless the agreement has been extended pursuant to state law; and
- **WHEREAS**, the required public hearings, in accordance with *S.C. Code § 6-31-50* have occurred, and Planning Commission has recommended approval of the Development Agreement; and
- **WHEREAS**, the Development Agreement, as proposed, is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it
- **ORDAINED** that the Development Agreement between Highway 378 Land Holdings, LLC, and the City of Conway be hereby adopted by reference and made a part hereof as if fully incorporated, as attached hereto; and be it further
- **ORDAINED** that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.
- **EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.

RATIFIED BY CITY COUNCIL, duly a, 2024.	ssembled, thisd
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Membe
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT FOR BROOKHAVEN (Formerly known as
COUNTY OF HORRY)	Tributary)
THIS DEVELOPMENT A	GREEME	ENT ("Agreement") is made and entered this day
of, 2024, by and	between H	IIGHWAY 378 LAND HOLDINGS, LLC, a South
		s, subsidiaries, successors and assigns (" <i>Developer</i> "), OF CONWAY, a body politic under the laws of the

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 Ten (10) years or as extended as provided herein is consistent with the City's comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents, in accordance with Section 6-31-70 of the Act; 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</u> "B" attached hereto (the "*Property*"), and simultaneously approved under an amendment to the zoning ordinances of the City to create the Brookhaven Planned Development ("*PD*") under the ordinances of the City of Conway, together with this Agreement, on or about the ____ day of ______, 2024; and

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

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

1. <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.

"Developer" means Highway 378 Land Holdings, LLC, a South Carolina limited liability company, all of its permitted assignees, and all current owners of any portion of the Property at the time of this Agreement, or any of their respective 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, or further amended from time to time pursuant to this Agreement.

"Master Site Plan" means that certain master site plan prepared by Developer, which Master Site Plan depicts the portion of the Property, for purposes of showing the density, site arrangement, and responsibilities for off-site roadway improvements, and a copy of such Master Site Plan being attached to the PD, and also being attached hereto as **Exhibit "C"**.

"Owners Association" means a legal entity formed by Developer or its successors pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee.

"PD" means the Brookhaven Planned Development, under the Code of Ordinances for the City, as amended, a complete copy of which is attached hereto as <u>Exhibit "D"</u>, or as further amended from time to time.

"Project" means a master planned community to include single family detached lots, single family attached lots, single family attached condominiums, single family in common, multi-family and various commercial and recreational uses, in a single project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

"Property" means those parcels of land more particularly shown and depicted on Exhibit "B" attached hereto.

"Residential Unit" means a single-family home, whether attached or detached, a single family attached condominium, single family home in-common (whether attached or detached), or a multi-family home, within the Property, as shown and depicted on the Master Site Plan, as the same may be amended.

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

- 3. **TERM**. The Developer represents and warrants that the Property consists of a total of not less than 250 acres and not more than 1,000 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 Ten (10) 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 Ten-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year terms. At the conclusion of the initial Five (5) year extension of the Term, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for up to Two (2) additional Five (5) year terms. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.
- 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>VESTED RIGHTS</u>. This Agreement confirms the simultaneous establishment of the applicable zoning designation of the Property as PD under the Code of Ordinances as of the date of this Agreement. The development rights contained in the PD, as well as any differences between the PD and any applicable overlay zone under the Code of Ordinances shall be deemed vested in the Developer, its successors and assigns, subject to the terms of this Agreement, and the agreements, obligations and commitments contained herein, shall run with the Property, and may not be amended or modified without the express written consent of the Developer, its successors and assigns, except as provided herein or as allowed by the Act.

- 6. <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) Conveyance of Property. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, "Excluded Property" means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.
- 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.
- 7. <u>DEVELOPMENT SCHEDULE</u>. The Property shall be developed in accordance with the development schedule, attached as <u>Exhibit "E"</u> (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 <u>Section 14</u> 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.

8. <u>EFFECT OF FUTURE LAWS</u>. Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act and agreed to in writing by the Developer and the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City. The parties further acknowledge and agree that, notwithstanding the above limitation on future changes in ordinances, all future stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended from time to time.

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

9. <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 development within the Project shall be public roads, unless otherwise indicated on the Master Site Plan. All public roadways shall be constructed to City standards unless specifically modified herein, will be approved by the City Planning Commission as part of the subdivision plat approval process, and will be dedicated to, conveyed, maintained and repaired by the City.

- (B) Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended, in accordance with Section 7 above. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or one of more Owners Association, as appropriate, and will not be accepted or maintained by the City, with the specific exception of those retention ponds, ditches and other stormwater retention and treatment areas located on property conveyed to the City by the Developer, for which the Developer will retain an easement for transmission of stormwater, but upon which the City will exclusively maintain.
- (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 for the provision of such services or the billing of such services to Developer, an Owners Association or each individual owner of any portion of the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Property until such payment(s) have been made.
- (D) <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 enhanced 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) <u>No Required Donations for Civic Purposes</u>. 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, provided, however, that the Developer has agreed to convey, in consideration of obligations set forth in this Agreement, and in the PD, and without payment from the City to the Developer those parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan attached hereto as <u>Exhibit "C"</u>.
- (L) <u>Easements</u>. 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) except those pond(s) and lake(s) located upon any portion of the Property conveyed to the City by the Developer, and that all other such pond(s) and lake(s) shall either be (i) maintained by the Developer; or (ii) conveyed to an Owners Association for on-going maintenance following completion of the Project.
- (N) <u>Flood Damage Prevention</u>. Developer shall adhere to the City's Flood Damage Prevention Ordinance, as existing on the date of plan submission.
- (O) <u>Tree Preservation</u>. All tree preservation efforts shall be made in accordance with the PD. Developer shall also adhere to the City's Tree Preservation Ordinance, as existing on the Effective Date of this Agreement, and continuing throughout the term of this Agreement, provided, however, that Developer's obligation to deliver a tree survey shall be limited to those trees in excess of 6" DBH, and such tree survey shall be due for submission with subdivision approval and not prior to that time.

- 10. <u>IMPACT FEES</u>. The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, provided such fees are applied consistently and in the same manner to all similarly situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly situated property within the City limits) for any reason.
- 11. ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS. The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees for the purpose of enhancing City services (collectively the "Enhancement Fees") in an amount equal to Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars per single family detached Residential Unit (whether subdivided, condominium, or in-common); Four Thousand Twenty Five and No/100 (\$4,025.00) Dollars per single family attached Residential Unit (whether subdivided, condominium or in-common); and Two Thousand Eight Hundred Seventy Five and No/100 (\$2,875.00) per multi-family Residential Unit (whether condominium or in-common), each of which shall be payable at the time of building permit application. Developer further agrees that each of the above Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2026, in an amount equal to 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, but in no event shall such annual increase exceed Five (5%) percent for any respective calendar year. This annual 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) The installation of a 5' sidewalk on both sides of the collector roadways, 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 one or more subdivisions within the PD is completed. In the event the installation of such sidewalk is delayed beyond completion of the corresponding subdivision portion of the Project, then, in such event the sidewalk shall be bonded for completion, in accordance with the bonding requirements of the City.
- (B) As a requirement, the installation of at least One (1) new sewer pump station on the Property, 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 Property. 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 Property.
- (C) 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. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.

- (D) The installation of roadway improvements to Four (4) separate roadway intersections, and the widening of SC Highway 378 from the existing two-lanes to five-lanes from West of the Project Driveway #2 to Dayton Drive, in accordance with the Transportation Impact Analysis submitted as part of the Exhibit Supplement.
- (E) Conveyance and dedication to the City of approximately 22 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 to be conveyed and dedicated to the City at no cost to the City (including but not limited to title searches and abstracts, surveys and plats, deed preparation, recording fees or other fees imposed for the conveyed and dedication of such property), 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, which City Recreation Acreage may be conveyed and dedicated in one or more parcels, each conveyed on the date that is not later than the Third (3rd) anniversary of the recording of this Agreement. In addition, prior to the date on which the City Recreation Acreage is conveyed and dedicated to the City, Developer shall have completed, or caused to be completed, the following improvements, each to be shown on the Open Space Plan:
 - (a) Installation of a floodproof playground, materially comparable in size, equipment and other improvements to the existing Collins Park, owned by the City;
 - (b) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
 - (c) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD, without regards to the conveyance of such City Recreation Acreage to the City.
 - (d) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and ponds at the sole cost and expense of Developer, or one or more Owners Associations.
 - (e) 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.
- (F) 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, on or before the date on which the Developer has completed the improvements within the City Recreation Acreage described in Section 9(K) above.

- (G) <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 which is consistent with the approved PD for the Property, each of which shall provide for not more than 1,261 total Residential Units.
- (H) <u>Road Standards and Traffic Impact</u>. 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.

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 11(M)</u>.

- (I) <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.
- (J) <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.
- (K) <u>Floodways and Flood Hazard Areas</u>. As an obligation, Developer agrees that no portion of the Property which is located in a floodway or the AE Flood Zone shall be improved with Residential Units, or parking improvements to accommodate Residential Units. The intent of this provision is to insure that the flood hazard protections afforded Residential Units exceeds such flood hazard protections as would otherwise be required under the Code of Ordinances.
- (L) <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.
- 12. **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.

- 13. <u>COMPLIANCE REVIEWS</u>. 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.
- 14. **<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 as set forth on the Master Site Plan attached hereto as Exhibit "C", and set forth in the approved PD. 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 101 Third Avenue Conway, SC 29526 Attention: City Manager

With a copy to: City of Conway

Conway, SC 29526 Attention: City Attorney

And to the Developer at: Highway 378 Land Holdings LLC

1314 Professional Drive Myrtle Beach, SC 29577

Attention: Charles B. Jordan, Jr., Esq.

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) <u>Estoppel Certificate</u>. 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.
- **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED**. The 18. 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. <u>STATEMENT OF REQUIRED PROVISIONS</u>. In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]

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

	DEVELOPER:
WITNESSES:	HIGHWAY 378 LAND HOLDINGS LLC, a South Carolina limited liability company
Witness #1	By:Name:
Witness #2	Title:
STATE OF) COUNTY OF)	
	owledged before me this day of, as of HIGHWAY 378
LAND HOLDINGS LLC, a South Carol appeared before me and is personally know	ina limited liability company. He or she personally
	N. to an Dullin
	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
	By:
Witness #1	Name:
	Title:
Witness #2	
STATE OF SOUTH CAROLINA)	
COUNTY OF HORRY	
The foregoing instrument was acknowledged bet 2024 by	fore me thisday of, the of the CITY
OF CONWAY. He or she personally appeared	before me and is personally known to me.
	Notary Public
	My Commission Expires:

EXHIBIT "A"

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



EXHIBIT "B"

Survey of Property



EXHIBIT "C"

Master Site Plan



EXHIBIT "D"

Approved PD Ordinance Narrative



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 Fourteen (14) years of approval of this Agreement.

ITEM: VII.D.

ISSUE:

First reading of Ordinance #2024-08-05 (B), an ordinance to adjust the tax millage rate in the FY 24-25 budget.

BACKGROUND:

Tax year 2024 is a required reassessment year for real property in Horry County. On June 27th, the Horry County Assessor's Office provided tax reassessment results to Horry County municipalities. As a result of that reassessment, the City of Conway is required by SC Code Section 12-37-251 (E) to calculate a "rollback millage" rate. Staff has now completed that calculation based on the tax assessment values provided by the Assessor's Office. That calculation results in a 5.5 mill decrease in the City's millage rate from 87.7 mills to 82.2 mills. A property tax increase was approved during the FY 24-25 Budget to cover the necessary salary increase for Public Safety. The rollback millage of 82.2 will increase to 95.3. The City is within its authority to increase taxes under millage rate cap provisions in Section 6-1-320 of the South Carolina Code of Laws. That provision allows a municipality to increase the millage by a combined increase in population plus the consumer price index for the current year and the three previous years. The proposed ordinance would implement the recommended millage rate of 95.3 mills for the City of Conway.

RECOMMENDATION:

Approve first reading of Ordinance #2024-08-05 (C) to adjust the tax millage rate in the FY 24-25 budget.

ORDINANCE #2024-08-05 (B)

AN ORDINANCE TO ADJUST THE TAX MILLAGE RATE IN THE FY 2024-25 BUDGET

- WHEREAS, on June 3, 2024, Conway City Council adopted Budget Ordinance #2024-06-03 (A) for the City of Conway, South Carolina, for the fiscal year beginning July 1, 2024, and ending June 30, 2025; and
- WHEREAS, that ordinance anticipated an adjustment in the tax millage rate as a result of the 2024 property tax reassessment being finalized by the Horry County Assessor; and
- **WHEREAS,** Horry County has now provided updated tax assessment value projections for real property located within the City of Conway; and
- WHEREAS, the "roll-back millage" rate calculated by the method prescribed in SC Code Section 12-37-251 (E) results in the millage rate from 87.7 mills to 82.2 mills; and
- WHEREAS, a property tax increase was approved in the FY 2024-25 budget year to cover the necessary Public Safety salary increases, the City's tax millage is being increased by 13.1 mills, bringing the millage rate to 95.3 mills in its FY 2024-25 budget: Therefore be it
- **ORDAINED,** that the governing body of the City of Conway in Council duly assembled and by the authority of same, does hereby approve a tax millage of 95.3 mills for FY 2024-25; and be it further
- **ORDAINED,** that, all ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

DONE AND RATIFIED BY CITY COUN , 2024.	CIL, duly assembled, this day of
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	

ITEM: VII.E.

ISSUE:

First reading of Ordinance #2024-08-05 (C), an ordinance granting a water and sewer utility easement to 1707 9th Ave (PIN 36802020028) across property of the City of Conway (PIN 36802020036) running from Wright Blvd to 1707 9th Avenue.

BACKGROUND:

1707 9th Ave has not had an active water and sewer account since October of 2015. They are looking to restore service but, even though the water and sewer previously ran through the lot that is now owned by the city there was never a recorded utility easement. An easement will be required by the city for 1707 9th to have water and sewer service.

RECOMMENDATION:

Approve first reading of Ordinance #2024-08-05 (C) granting a utility easement to 1707 9th Avenue.

ORDINANCE #2024-08-05 (C)

GRANTING WATER AND SEWER UTILITY EASEMENT TO 1707 9TH AVENUE ACROSS PROPERTY OF THE CITY OF CONWAY RUNNING FROM WRIGHT BLVD TO THE PROPERTY OF 1707 9TH AVENUE

- WHEREAS, the City of Conway is a municipality duly organized and existing under the laws of the State of South Carolina; and
- WHEREAS, the City of Conway owns certain real property located between Wright Blvd and 1707 9th Avenue.
- WHEREAS, 1707 9th Avenue desires a utility easement for water and sewer service (10) feet in width, running for approximately 84 feet from Wright Blvd to 1707 9th Avenue.
- WHEREAS, it is in the best interest of the City of Conway and its citizens that the City of Conway grant said easement to the property of 1707 9th Avenue:

 Therefore be it
- **ORDAINED,** by Conway City Council, in Council duly assembled, that the City of Conway does hereby grant unto the property of 1707 9th Avenue an easement over the referenced property, the easement being more particularly described on the right-of-way easement, the same being incorporated herein and made part and parcel hereof by reference; and be it further
- **ORDAINED**, that the City Administrator is hereby authorized to execute said right-of-way easement on behalf of the City of Conway.

EFFECTIVE DATE: This ordinance shall become effective as of the date of the final reading of this Ordinance.

RATIFIED BY CITY COUNCIL, duly, 2024.	assembled, this day of
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem
Amanda Butler, Council Member	William M. Goldfinch IV, Council Member
Julie Ann Hardwick, Council Member	Beth Helms, Council Member
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	
Final Reading:	

ITEM: VIII.A.

ISSUE:

Resolution authorizing the acceptance of the parcel known as the Skipper Tract within the City of Conway

BACKGROUND:

For years, the City of Conway has acquired conservation property, and worked with local conservation groups on a larger vision of the Waccamaw Conservation Corridor.

With this in mind, staff was approached about the acquisition of the "Skipper" property (PIN#382-00-00-0002) by the Historic Ricefields Associations, Inc. The long-term plan is for this property, once acquired, to be combined with the adjacent Westmoreland II tract (PIN# 382-00-00-0001) and the Singleton tract (PIN#381-00-00-0025). In the future, the City may transfer title to these properties to the Waccamaw Refuge as part of the Waccamaw Conservation Corridor. The Westmoreland II and Singleton tracts are zoned CP, and the Skipper Tract is zoned R1. If the City accepts ownership of the parcel, a rezoning to CP will be initiated.

The ownership of this property places no obligations on the City to maintain the parcel, and the parcel is being given to the City. The property is restricted from permanent structures and pervious surfaces, and only conservation uses are allowed, which could include trails and boardwalks as appropriate.

Ownership of this property will help to protect the floodplain along the Waccamaw River, will reduce potential flooding and will increase the open space inventory of the City of Conway.

RECOMMENDATION:

Adopt resolution as presented.

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

AUTHORIZING THE ACCEPTANCE OF THE PARCEL OF PROPERTY KNOWN AS THE SKIPPER TRACT

- **WHEREAS,** the City of Conway is continually acquiring conservation property, and was approached by the Historic Ricefields Associations, Inc concerning acquisition of the "Skipper" Tract;
- WHEREAS, Historic Ricefields Association, Inc. has agreed to transfer approximately 181.95 acres of property between Waccamaw Drive and West Cox Ferry Road to the City of Conway; Therefore be it
- whereas, the ownership of this property places no obligations on the City to maintain the parcel; however, the property will be restricted to conservation uses, which would include trails and boardwalks as appropriate and the property will be restricted from certain uses, such as permanent structures and pervious surfaces; and
- WHEREAS, ownership of this property will help to protect the floodplain along the Waccamaw River, reduce potential flooding and will increase the open space inventory of the City of Conway: Therefore be it
- **WHEREAS,** by Conway City Council, in council duly assembled, that the property known as the Skipper Tract shall be accepted by the City of Conway; and be it further
- **RESOLVED,** that Conway City Council, hereby accepts parcel identified as PIN# 38200000002, totaling 181.95 acres from Historic Ricefields Association, Inc, and that the City Administrator is hereby authorized to execute all agreements necessary to complete the transfer of ownership of this parcel.

ADOPTED by Conway City Council this	, 2024.	
Barbara Jo Blain, Mayor	Larry A. White, Mayor Pro Tem	
Amanda Butler, Council Member	William M. Goldfinch IV, Council Membe	-r
Julie Ann Hardwick, Council Member	Beth Helms, Council Member	
Justin D. Jordan, Council Member	ATTEST: Alicia Shelley, City Clerk	



AGREEMENT TO BUY AND SELL REAL ESTATE (FOR GENERAL USE AND LOTS/ACREAGE)

PARTIES: This legally binding Agreement into on	, <u>20</u>
between, Buyer(s),	,(hereinafter called "BUYER"), and
Seller(s),	,(hereinafter called "SELLER"). The
property shall be deeded in the name(s) of	
2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, S following described property with improvements and fixtures thereon:	Seller agrees to sell and Buyer agrees to buy the
LotBlockSectionSubdivision	
Address	
Tax Map #City	Zip
County of, State of South Carolina.	
3. PURCHASE PRICE shall be	_dollars, \$
4. METHOD OF PAYMENT : Purchase price shall be paid as follows: [] Cobtained by [] Conventional [] Seller [] VA [] FHA [] Other terms:_	
5. EARNEST MONEY: This offer is accompanied by an earnest money depositive and Seller authorize disburse earnest money according to the terms of this agreement. Earne Broker does not guarantee payment of a check or checks accepted as ea deposited as required by South Carolina law and South Carolina Real E consummation of this sale, the earnest money deposit shall be credited to the THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A DIRECTED A DISBURSEMENT.	Innest money. All escrow money received shall be state Commission Rules and Regulations. At the e Buyer. INCLUDING DEFAULT, THE BROKER HOLDING PARTY UNTIL BOTH PARTIES HAVE EXECUTED
6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under the loan. Buyer shall apply for a% loan (loan-to-value ratio) withinshall provide Seller with satisfactory loan approval within daysmake loan application or receive approval within said period, and to diligen option to terminate this Agreement, with written notice. Buyer also agrees to the lending company in a prompt and timely manner. Buyer will take any process the loan application. Buyer further hereby gives permission to Len Buyer's credit-worthiness or any other information needed for the loan pragent(s). If Buyer fails to comply with these above conditions, Buyer shall be paragraph 18. FHA Mortgage Insurance [] will [] will not be added to the mortgage. \text{ mortgage}.	days from the execution of this Agreement and Fime is of the essence. Should the Buyer fail to the pursue the application, the Seller shall have the provide all documents or information requested by action that is needed or requested by Lender to der to disclose pertinent information concerning the rocessing to the listing or cooperating broker(s) or in default of this agreement subject to the terms of
7. WELL, SEPTIC TANK, SEWER AVAILABILITY: It shall be the response South Carolina Department of Health and Environmental Control or other put the event a well and/or septic tank is needed to be placed on the property.	
[]BUYER []BUYER []SELLER []SI	ELLER HAVE READ THIS PAGE Form 330 PAGE 1 OF 4

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water
and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$, then in such event, the Buyer shall contract such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.
Seller represents that the property is connected to [] public sewer system or to [] septic tank or to [] public water or to [] well system or to [] other
8. SURVEY: Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the <code>[]BUYER</code> <code>[]SELLER</code> . The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be <code> x or having at least acres</code> . The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon <code>\$ per (acre, sq. ft., or front ft.)</code> and shall be adjusted in accordance with the area set forth in such a survey, if applicable.
9. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Selle agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place or closing, and transaction closed on or before
10. POSSESSION: Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.
11. CONDITION OF PROPERTY: The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, o other improper materials upon the property. In the event any condemnation proceeding is brought by any governmenta authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.
12. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at o'clock _M on, 20 unless countered or accepted by Seller in written form prior to such time. <u>Time is of the essence.</u>
13. SPECIAL STIPULATIONS/CONTIGENCIES: The following stipulations concerning zoning, restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lo releases, etc., should be included here. If conflicting with printed matter, the following stipulations shall control: (See addendum if applicable) Contingencies:
14.ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.
15. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.
16. ROLLBACK TAXES (IF ANY): When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by [] Buyer or [] Seller.
[] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE Form 330

- 17. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.
- 18. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 19), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.
- 19. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.
- 20. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.
- 21. **APPRAISED VALUE:** The lot or parcel with building and improvements thereon, if any, must appraise, according to the lender's appraisal or other appraisal as agreed, for the selling price or more or the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation.
- 23. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., <u>South Carolina Code of Laws</u>), an Addendum will be attached to this Agreement incorporating the required disclosures at [] Buyer's [] Seller's expense.
- 24. **DISCLAIMER BY BROKERS AND AGENTS**: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.
- 25. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

] :	BUYER] BUYER	[] SELLER	[] SELLER HAV	E READ THIS PAGE
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Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

- 26. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on the reverse, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of gender shall include all.
- 27. **SURVIVAL**: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 28. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
- 29. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed _____ consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. **Time is of the essence**.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER:	Date	Time
WITNESS:	Date	Time
BUYER:	Date	Time
WITNESS:	Date	Time
SELLER:	Date	Time
WITNESS:	Date	Time
SELLER:	Date	Time
WITNESS:	Date	Time
LISTING AGENT AND COMPANY		
SELLING AGENT AND COMPANY		

ESCROW AGENT ACKNOWLEDGMENT

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ITEM: VIII.B.

ISSUE:

Name street from 2nd Avenue to Laurel Street (in front of Peanut Warehouse)

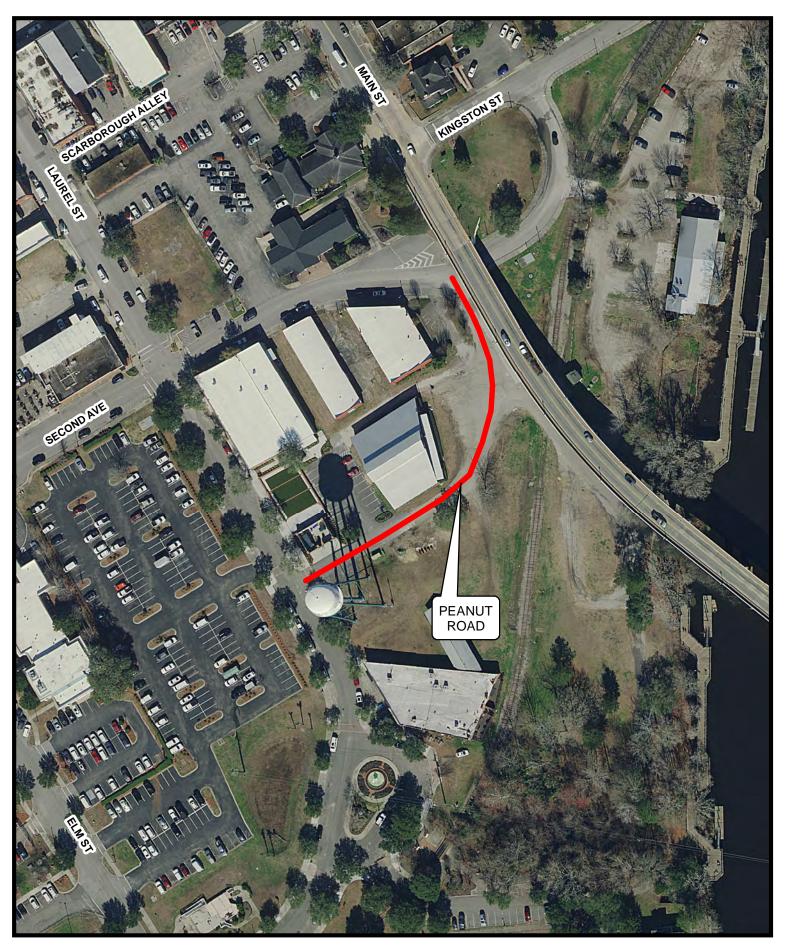
BACKGROUND:

The police department patrols, manages events, and responds to calls for service in the area near this currently unnamed street. To provide better service, and quicker responses in an emergency, a proper name is needed. The proper name will allow the street to be input into the Horry County 9-1-1 system and allow a precise location to be used for dispatching all emergency service needs, not just the police department.

RECOMMENDATION:

Name the street that connects 2^{nd} Avenue to Laurel Street to allow precise location for emergency services dispatch needs.

To honor the historic building already present and fronting the street, a suggestion for the name of Peanut Road would memorialize the area.





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

PROPOSED STREET NAME

