

CITY COUNCIL MEETING CITY HALL COUNCIL CHAMBERS 229 MAIN STREET, CONWAY, SC 29526 MONDAY, AUGUST 4, 2025 - 4:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

- I. CALL TO ORDER
- II. INVOCATION/PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA

- A. Final Reading of Ordinance #ZA2025-08-04 (A), to annex approximately 224+/- acres of property located on Hwy 501 E. (Church Street), New Road, Ash Pond Road, Marina Drive, Elm Street, and Laurel Street (PIN's 368-00-00-0008 and -0015), and upon annexation, rezone from the Horry County Heavy Industrial (HI) district, City of Conway Light Industrial (LI) district and City of Conway High-density Residential (R-3) district to the City of Conway Waccamaw Riverfront District (WRD) (1) and (2).
- B. Final Reading of Ordinance #ZA2025-08-04 (B), to rezone 533+/- acres of property (PIN 368-00-00-0014) located on Hwy 501 E. (Church Street), known as Lake Busbee, from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district.
- C. Final Reading of Ordinance #ZA2025-08-04 (C), to annex approximately 1.4+/- acres of property at the corner of Hwy 544 and Todd Blvd (720, 730 and 748 Hwy 544) (PIN 382-05-04-0046), and upon annexation, rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.
- D. Final Reading of Ordinance #2025-08-04 (F) to amend Title 7, Chapter 4, Article F, Section 7-4-82.7 Towing and Storage Charges, of the Code of Ordinances, City of Conway
- E. Final Reading of Ordinance #2025-08-04 (G) to amend Title 8, Chapter 4, Section 8-4-3 Operation of Golf Carts, of the Code of Ordinance, City of Conway.
- F. Approval to Purchase Water Level Sensors Technology Services (budgeted)
- G. Approval to Purchase Windows Server Datacenter Licenses Technology Services (budgeted)
- H. Approval of Appointment of Ministerial Recorder

[&]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."

I. Approval of July 21, 2025 Council Meeting Minutes

IV. SPECIAL PRESENTATION

- A. Presentation of Longevity Awards July 2025 10 Years: Brittany Drew, Police; 10 Years: Jeremy Biggerstaff, Police; 10 Years: Marsha Ponder, Planning & Development; 15 Years: Victor Long Jr., Public Works; 15 Years: Boyce Lilly, Solid Waste
- B. Presentation of a Proclamation recognizing National Health Center Week

V. FIRST READINGS

- A. First Reading of Ordinance #2025-08-18 (A) authorizing the sale of certain real property in the City of Conway located along the Conway Riverfront. (Emrick)
- B. First Reading of Ordinance #ZA2025-09-02 (A) to annex approximately +/-0.35 acres of property located at 152 Lander Drive (PIN 383-15-01-0046) (Hucks)
- C. First Reading of Ordinance #ZA2025-09-02 (B) to annex approximately +/-110.25 acres of property located off East Cox Ferry Rd (903 Old Magnolia Drive), known as Conway Plantation Mobile Home Park (PIN 366-00-00-0020) (Hucks)
- D. First Reading of Ordinance #ZA2025-09-02 (C) to annex approximately +/-109.13 acres of property located at or near the corner of Cultra Rd and Oak Street (PIN 325-00-00-0011) (Hucks)

VI. CONSIDERATION

- A. Consideration of approval of name for a proposed subdivision located on Oak Street and Turtle Creek Drive, proposed to be named "Elmhurst Crossing" (PIN 338-00-00-0004) (Hucks)
- B. Consideration of approval of a name change for an existing approved subdivision located in the Wild Wing Planned Development, from "The Lively at Wild Wing" to "Haven at Wild Wing" (PIN 383-00-00-0389) (Hucks)
- C. Consideration of a Special Event Graveyard Grand Prix Coffin Races October 25, 2025 (Rogers)
- D. Consideration of approval to replace a Police Department Vehicle (Long)
- E. Consideration of a Resolution to approve an Agreement for Cost Sharing on Sewer Transmission Infrastructure Improvements between City of Conway and Grand Strand Water and Sewer Authority. (Hyman)

VII. PUBLIC INPUT

VIII. CITY ADMINISTRATOR'S REPORT

"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."

IX. COUNCIL INPUT

X. WORKSHOP

XI. EXECUTIVE SESSION

- A. Consideration of Appointments to Boards, Commissions and Committees [pursuant to SC Code §30-4-70(A) (1)].
- B. Discussion regarding Potential Acquisition of Property in the Jamestown Area [pursuant to SC Code §30-4-70 (A) (2)].
- C. Consideration of Purchase of Property Downtown [pursuant to SC Code §30-4-70 (A) (2)].

XII. RECONVENE FROM EXECUTIVE SESSION

XIII. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

XIV. ADJOURNMENT

Any City of Conway resident or owner of a business within the City that holds a valid city business license 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 no later than 5 p.m. on the last business day prior to the day of the City Council meeting. However, if you are speaking regarding a public hearing item, then you would do so during that time on the agenda. 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/.

[&]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: AUGUST 4, 2025

ITEM: III.A.

ISSUE:

Final Reading of Ordinance #**ZA2025-08-04** (**A**), to annex approximately 224+/- (total) acres of property located on E. Hwy 501, New Road, Ash Pond Road, Marina Drive, Elm Street, and Laurel Street (PIN's 368-00-00-0008 and -0015), and upon annexation, rezone from the Horry County Heavy Industrial (HI) district, City of Conway Light Industrial (LI) district and City of Conway High-density Residential (R-3) district to the City of Conway Waccamaw Riverfront District (WRD) (1) (2).

BACKGROUND:

The City is seeking to annex and rezone these properties that were recently acquired to the Waccamaw Riverfront District (WRD). The WRD districts, 1 & 2, are considered a special use district; similar to that of a Planned Development (PD) district or the Mixed Use (MU) Flexible Zone district. *Section 3.3.1* of the Unified Development Ordinance (UDO) defines the WRD as the following:

The intent of the WRD District is to provide for the proper physical, social, and economic development of the City's riverfront area in order to protect, promote and improve the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare, including but not limited to: safeguarding the cultural, scenic, economic, environmental, and social heritage of the Waccamaw Riverfront on behalf of the City, Horry County and South Carolina; providing for adequate light, air, and public open space; encouraging efficient and economic practices in the process of development and redevelopment; making adequate provision for pedestrian and vehicular traffic; supporting the wise and efficient expenditures of public funds promoting safe and proper drainage; protecting lives and properties from the hazards of flooding; safeguarding water quality; promoting attractive and economically beneficial community and architectural appearance; protecting valuable wetlands trees, and other vegetation; encouraging natural and environmentally sound shoreline stabilization, promoting economic prosperity for the district and the City, and providing for adequate public access to the river and its shores.

The Waccamaw Riverfront District (WRD) is broken down into two (2) sub-districts for zoning purposes: WRD-1 and WRD-2. The only difference between the two is that WRD-1 has specific requirements for certain uses in new buildings, and limitations on multifamily residential – in that it may only occupy second (upper) floors of buildings, not ground floors.

Surrounding Zoning / Uses:

While most of these properties are vacant, or containing ponds, there are still a couple of buildings on one of the properties, where the smoke stacks were once located, which is zoned Horry County Heavy Industrial (HI). Property across Hwy 501 on New Rd zoned Low/Medium-Density Residential (R-1), Conservation Preservation (CP), Light Industrial (LI) and Horry County Commercial Forest Agriculture (CFA).

CITY OF CONWAY COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan identifies a majority of the property as Conservation Preservation (CP) and a small portion, where the smoke stacks and other structures were once located, as Light Industrial (LI).

PLANNING COMMISSION:

Planning Commission held the required public hearing on the request at their July 10th meeting and recommended approval of the request to annex and rezone the property to Waccamaw Riverfront District (WRD) (1) (2).

CITY COUNCIL:

City Council approved First Reading of the ordinance to annex the subject property, along with the proposed zoning of WRD (1) and (2) at their July 21st meeting.

STAFF RECOMMENDATION:

Approve Final Reading of Ordinance #ZA2025-08-04 (A).

ORDINANCE #ZA2025-08-04 (A)

AN ORDINANCE TO ANNEX APPROXIMATELY 224+/- (TOTAL) ACRES OF PROPERTY LOCATED ON E. HWY 501, NEW ROAD, ASH POND ROAD, MARINA DRIVE, ELM STREET, AND LARUEL STREET (PIN's 368-00-00-0008 AND -0015), AND UPON ANNEXATION, REZONE FROM THE HORRY COUNTY HEAVY INDUSTRIAL (HI) DISTRICT, CITY OF CONWAY LIGHT INDUSTRIAL (LI) DISTRICT AND CITY OF CONWAY HIGH-DENSITY RESIDENTIAL (R-3) DISTRICT TO THE CITY OF CONWAY WACCAMAW RIVERFRONT DISTRICT (WRD) (1) AND (2).

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 224+/- (total) 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 224+/- (total) acres of property located on E. Hwy 501, New Road, Ash Pond Road, Marina Drive, Elm Street, and Laurel Street (PIN's 368-00-00-0008 and -0015), and upon annexation, rezone from the Horry County Heavy Industrial (HI) district, City of Conway Light Industrial (LI) district and City of Conway High-density Residential (R-3) district to the City of Conway Waccamaw Riverfront District (WRD) (1) and (2).

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:

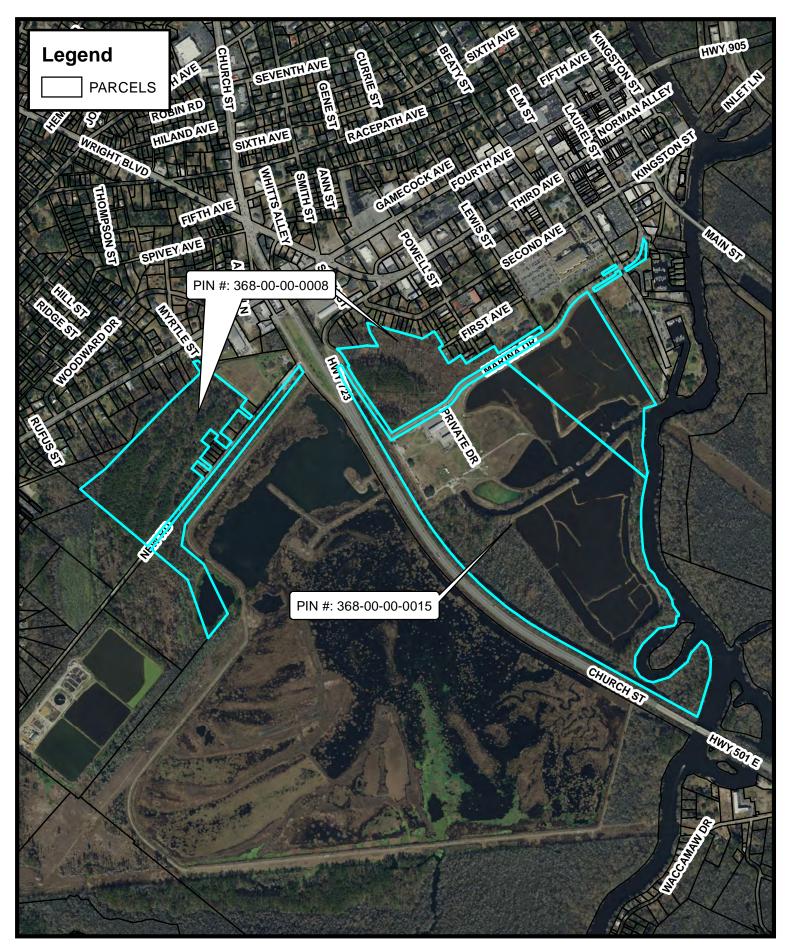
The property is admitted as City of Conway Waccamaw Riverfront District (WRD) (1) and (2) area under the zoning laws of the municipality.

SECTION 3. EFFECTIVE DATE:

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

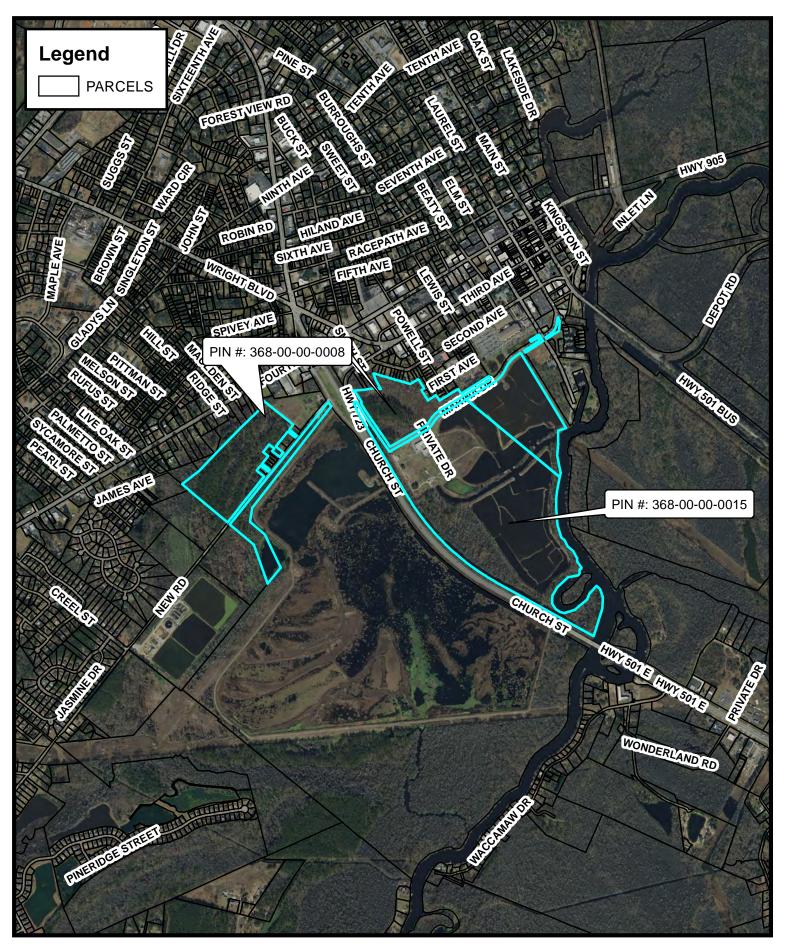
AND BE IT FURTHER ORDAINED that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

RATIFIED BY CITY COUNCIL, duly assembled, this <u>4</u> day of <u>August</u> , 2025	
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: <u>July 21, 2025</u>	
Final Reading: August 4, 2025	



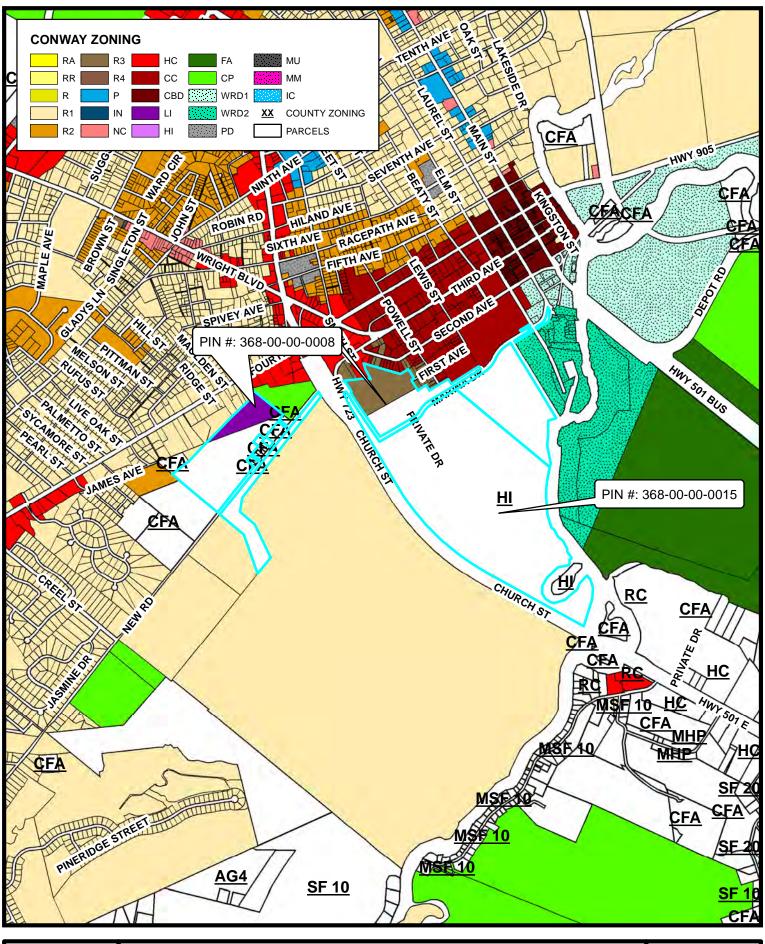




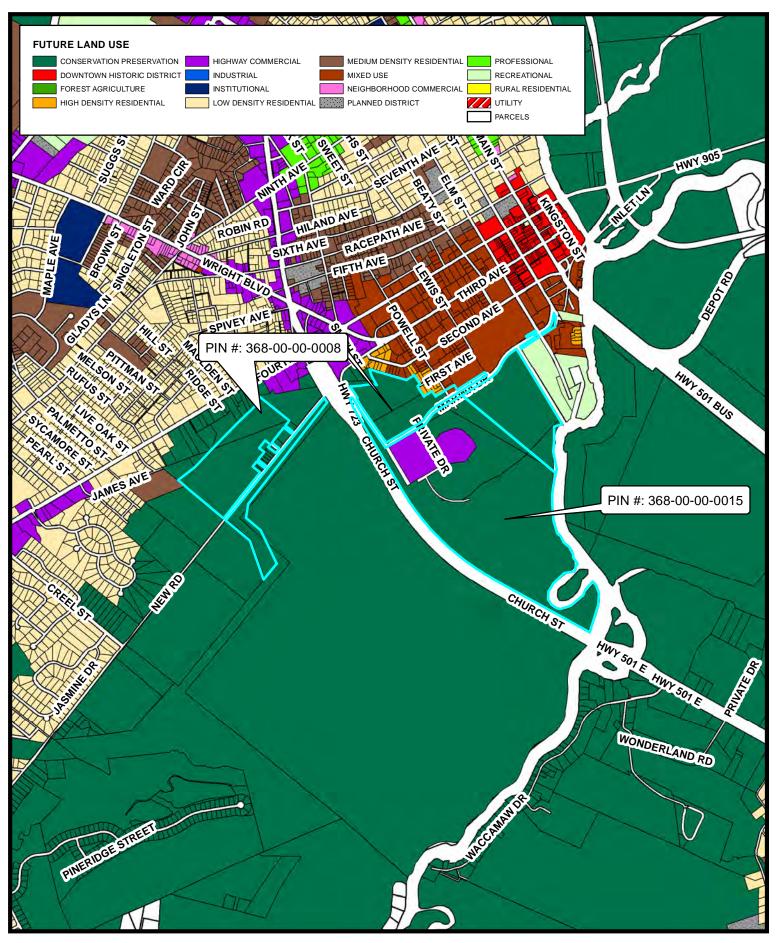






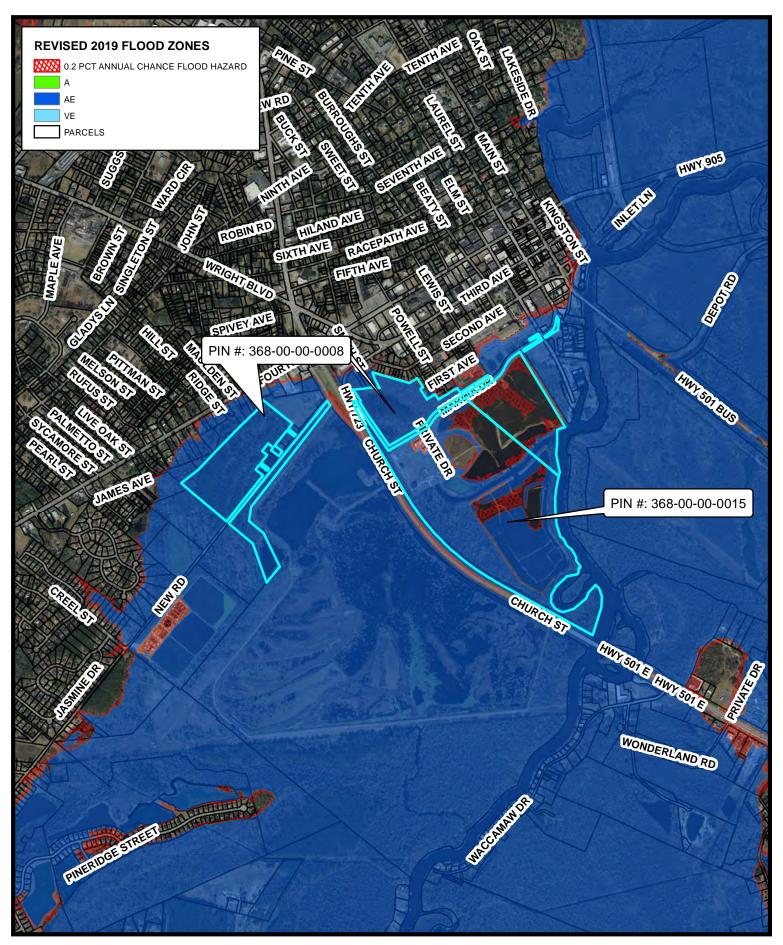
















DATE: AUGUST 4, 2025

ITEM: III.B.

ISSUE:

Final Reading of Ordinance #ZA2025-08-04 (B), to rezone 533+/- acres of property (PIN 368-00-00-0014) located on Hwy 501 E. (Church Street), known as Lake Busbee, from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district.

BACKGROUND:

The City is seeking to rezone this recently acquired property, commonly known as Lake Busbee, to the Conservation Preservation (CP) district.

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

Surrounding Zoning / Uses:

Most of the properties located on New Rd are zoned Low/Medium-Density Residential (R-1), apart from some that are Conservation Preservation (CP), Light Industrial (LI) and Horry County Commercial Forest Agriculture (CFA). Other zoning includes Horry County Commercial Forest Agriculture (CFA) and Residential, no mobile homes allowed (SF10) districts. Surrounding uses include residential, a community dog park, a waste treatment facility, and vacant property.

CITY OF CONWAY COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan also identifies the property as Conservation Preservation (CP).

PLANNING COMMISSION:

Planning Commission held the required public hearing on the request at their July 10th meeting and recommended approval of the request to rezone the property to Conservation Preservation (CP).

CITY COUNCIL:

City Council approved First Reading of the ordinance to rezone the property to CP at their July 21st meeting.

STAFF RECOMMENDATION:

Approve Final Reading of Ordinance #ZA2025-08-04 (B).

ORDINANCE #ZA2025-08-04 (B)

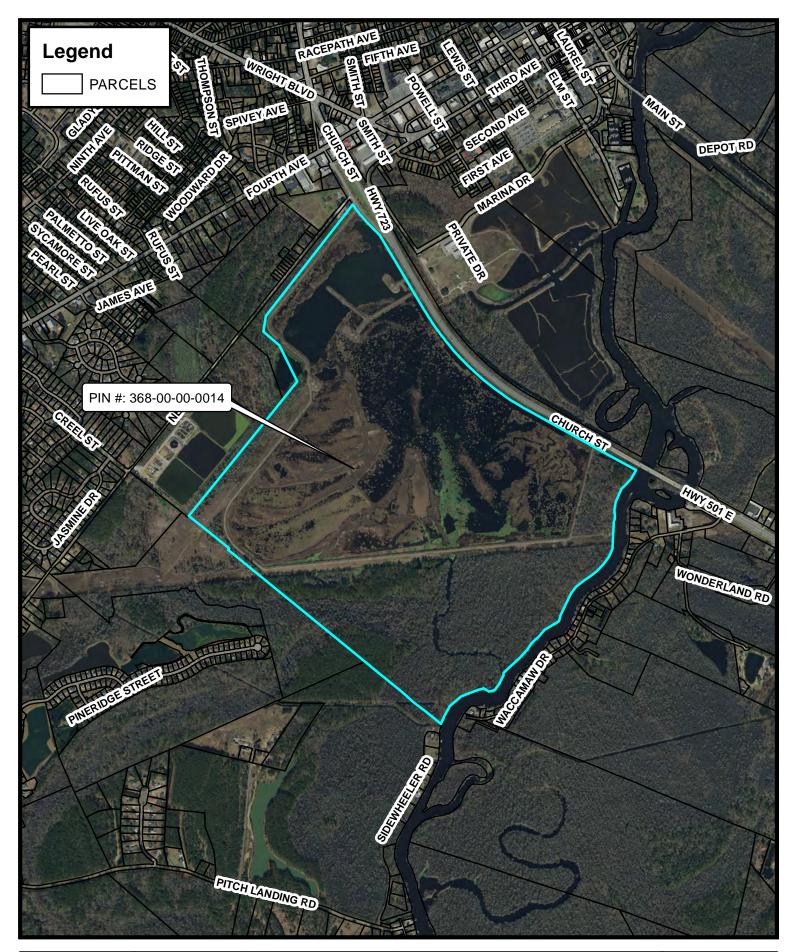
AN ORDINANCE TO REZONE APPROXIMATELY 533+/- ACRES OF PROPERTY LOCATED ON HWY 501 E. (CHURCH STREET), KNOW AS LAKE BUSBEE (PIN 368-00-00-0014) FROM THE LOW/MEDIUM-DENSITY RESIDENTIAL (R-1) DISTRICT TO THE CONSERVATION PRESERVATION (CP) DISTRICT.

- **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 533+/- acres of property (PIN 368-00-00-0014) located on Hwy 501 E. (Church Street), known as Lake Busbee, from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district.: and
- WHEREAS, the Planning Commission of the City of Conway, on July 10, 2025, held the required public hearing to discuss the request to rezone from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district, 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 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 533+/- acres of property (PIN 368-00-00-0014) located on Hwy 501 E. (Church Street), known as Lake Busbee, from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district; and be it further

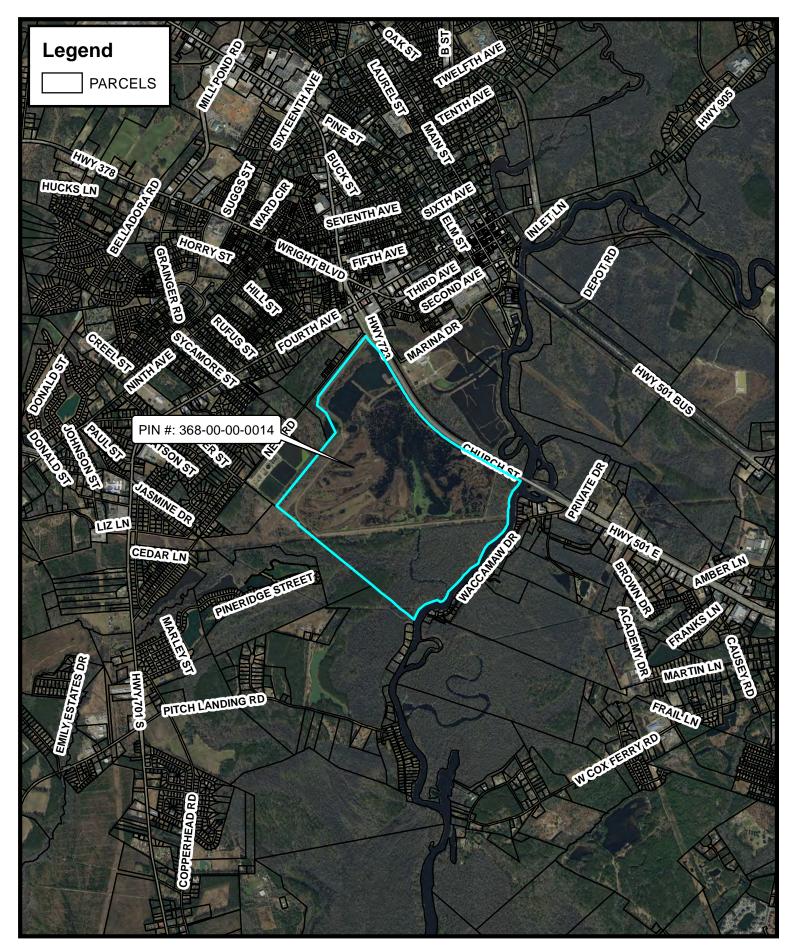
- **ORDAINED,** that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
- **EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.

RATIFIED BY CITY COUNCIL, duly a	ssembled, this <u>4</u> day of <u>August</u> 2025.
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: <u>July 21, 2025</u>	
Final Reading: <u>August 4, 2025</u>	



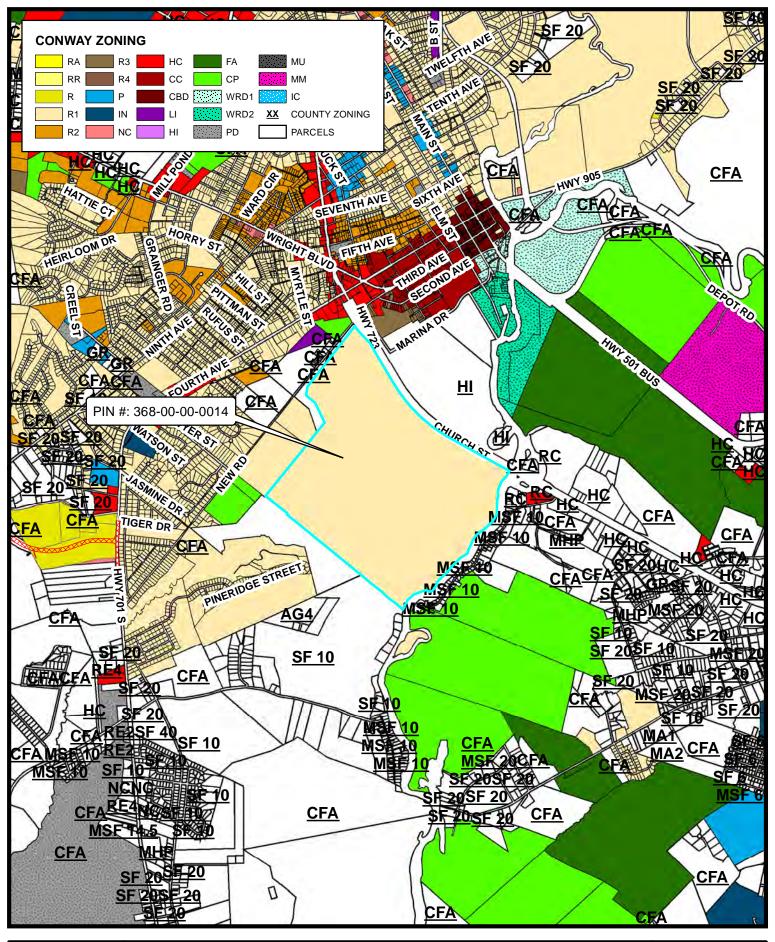






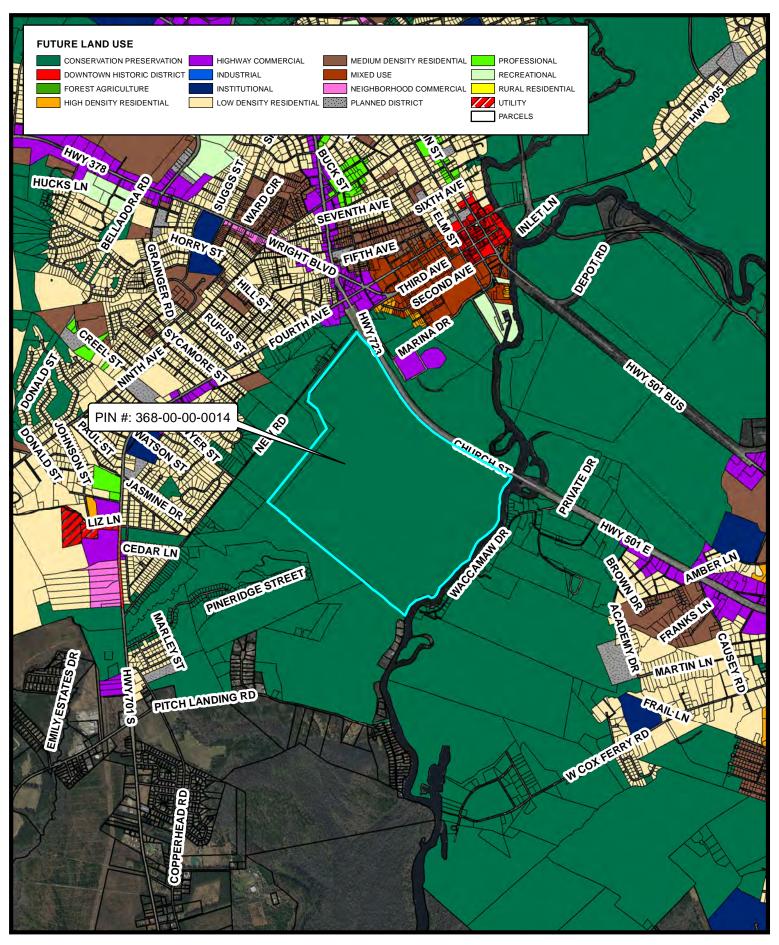




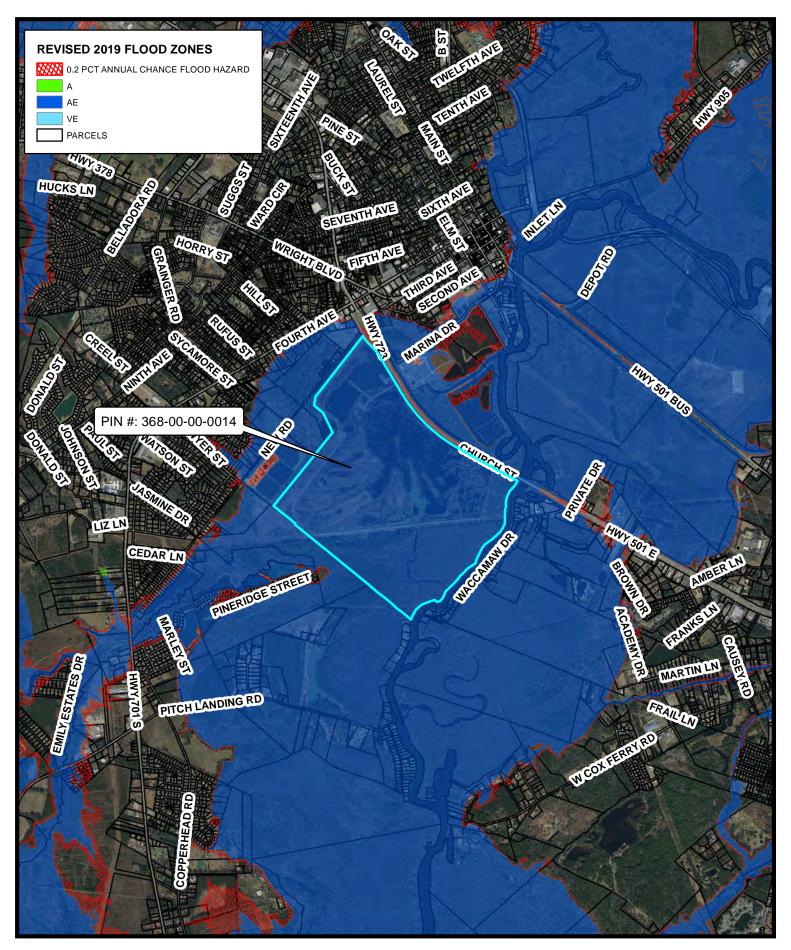
















DATE: AUGUST 4, 2025

ITEM: III.C.

ISSUE:

Final Reading of Ordinance #ZA2025-08-04 (C), to annex approximately 1.4+/- acres of property at

the corner of Hwy 544 and Todd Blvd (720, 730 and 748 Hwy 544) (PIN 382-05-04-0046), and upon

annexation, rezone from the Horry County Highway Commercial (HC) district to the City of Conway

Highway Commercial (HC) district.

BACKGROUND:

The applicants submitted annexation and rezoning applications on June 6th for the subject property. The

applicant is seeking to redevelop the property and construct a Scooters Coffee on the site. Currently, the

property contains a produce stand, a State Farm office and a cell tower. The requested zoning upon

annexation is the Highway Commercial (HC) district. The property is currently zoned Highway

Commercial (HC) in Horry County.

The intent of the HC District is to provide compatible locations to serve the automobile oriented

commercial activities in harmony with major highway developments, reduce traffic congestions and to

enhance the aesthetic atmosphere of the city.

Surrounding Zoning / Uses:

Surrounding properties are a mix of commercial, institutional and residential. Abutting property is

Mixed-Use (MU) and Institutional (IN). Property across Todd Blvd is Horry County Residential, no

mobile homes allowed (SF6) and currently contains a single-family residence. Property located across

Hwy 544 is zoned Institutional and is owned by the University.

CITY OF CONWAY COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan also identifies the property as Highway

Commercial (HC).

PLANNING COMMISSION:

Planning Commission held the required public hearing at their July 10th meeting and recommended

approval of rezoning the property to Highway Commercial (HC) upon annexation.

CITY COUNCIL:

City Council approved first reading of the ordinance at their July 21st meeting.

STAFF RECOMMENDATION:

Approve Final Reading of Ordinance #ZA2025-08-04 (C).

ATTACHMENTS:

Application

GIS maps

21

ORDINANCE #ZA2025-08-04 (C)

AN ORDINANCE TO ANNEX APPROXIMATELY 1.4+/- ACRES OF PROPERTY LOCATED AT THE CORNER OF HWY 544 AND TODD BLVD (720, 730 AND 748 HWY 544) (PIN 382-05-04-0046) AND UPON ANNEXATION, REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT TO THE CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 1.4+/-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 1.4+/- acres of property at the corner of Hwy 544 and Todd Blvd (720, 730 and 748 Hwy 544) (PIN 382-05-04-0046), and upon annexation, rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

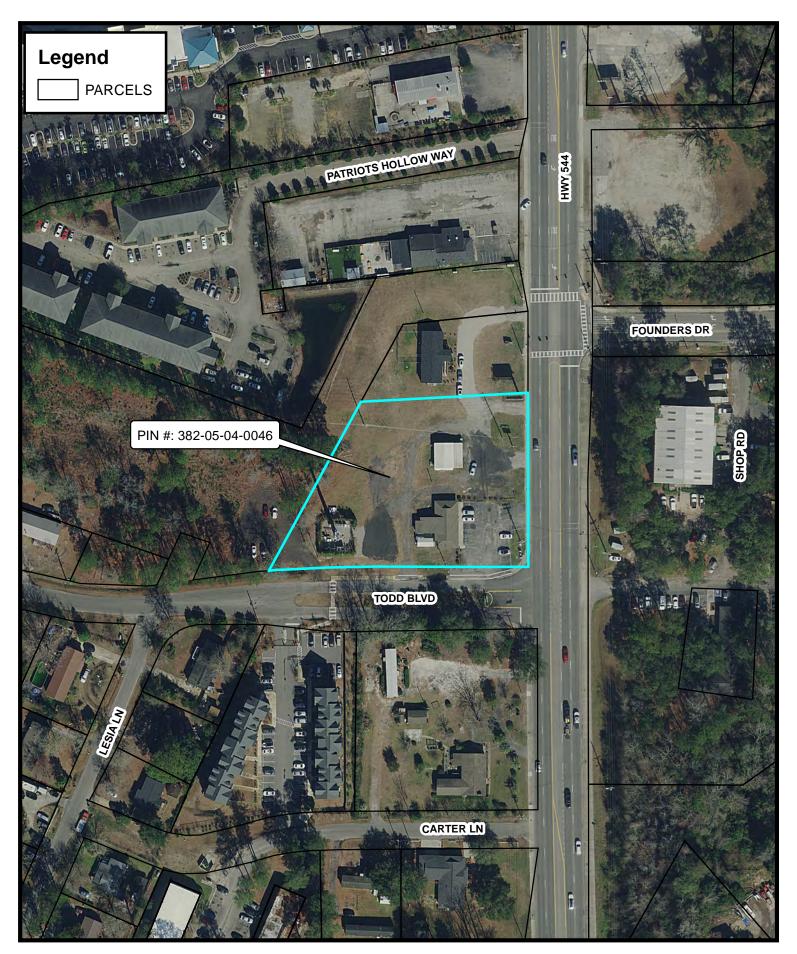
The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

SECTION 3. EFFECTIVE DATE:

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

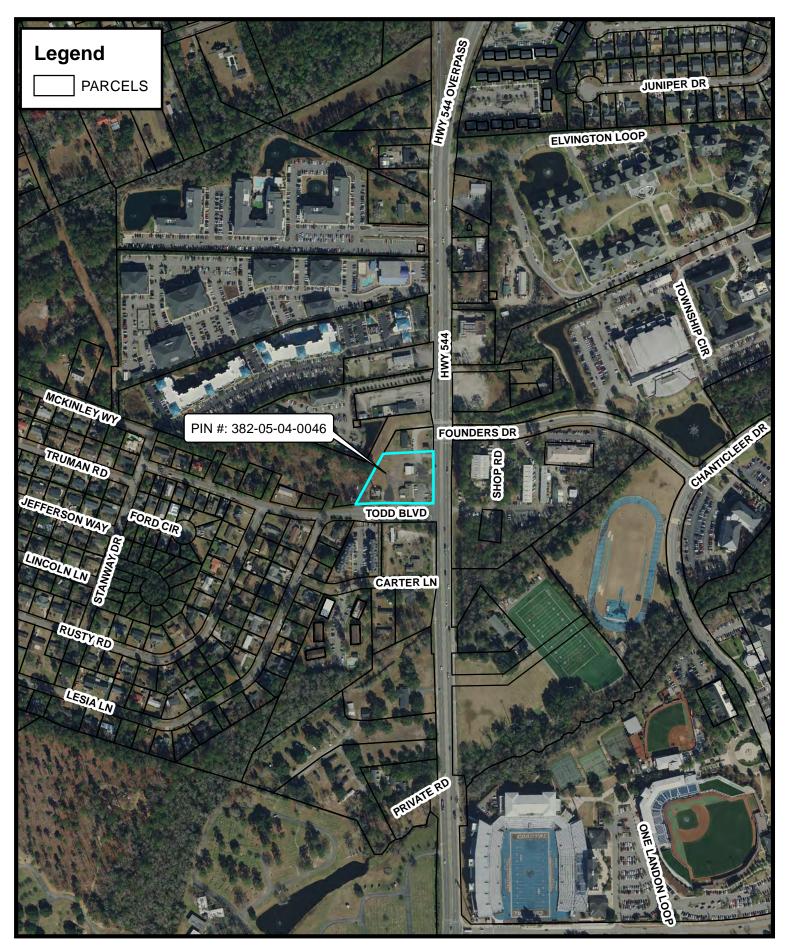
AND BE IT FURTHER ORDAINED that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

RATIFIED BY CITY COUNCIL, duly a	assembled, this 4 day of August, 2025.
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: July 21, 2025	
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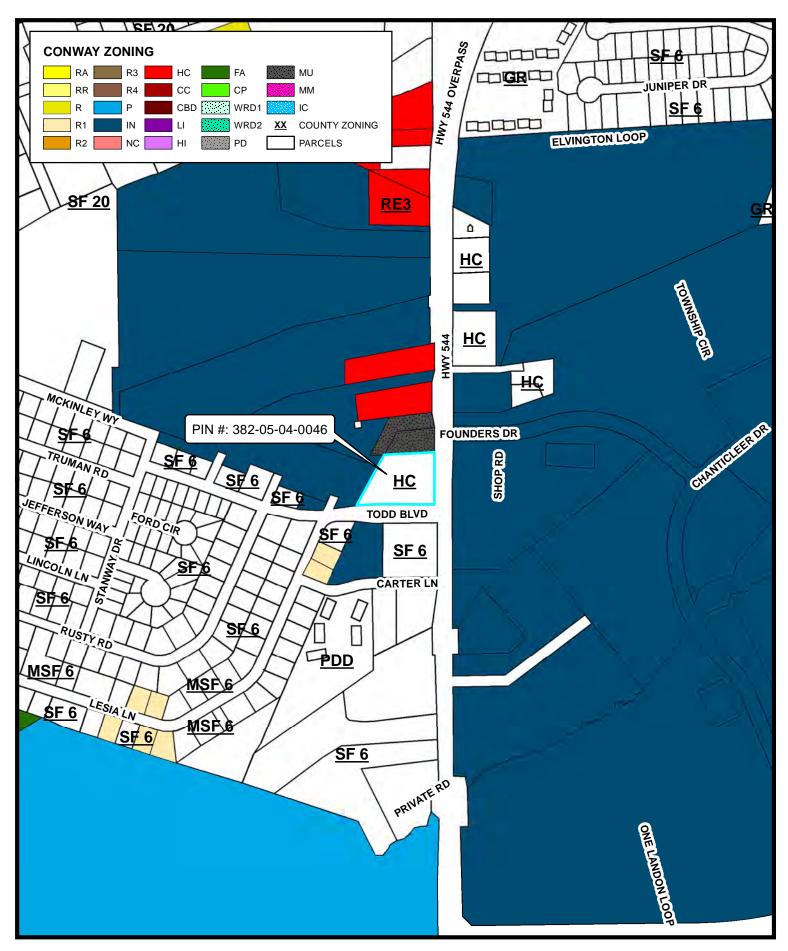






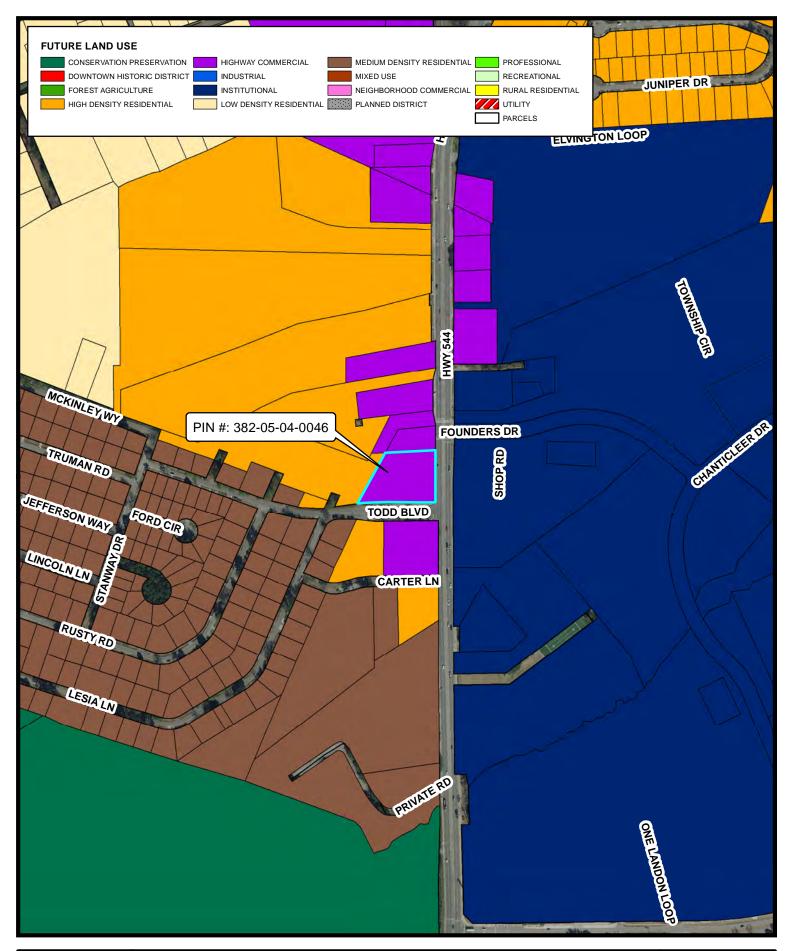






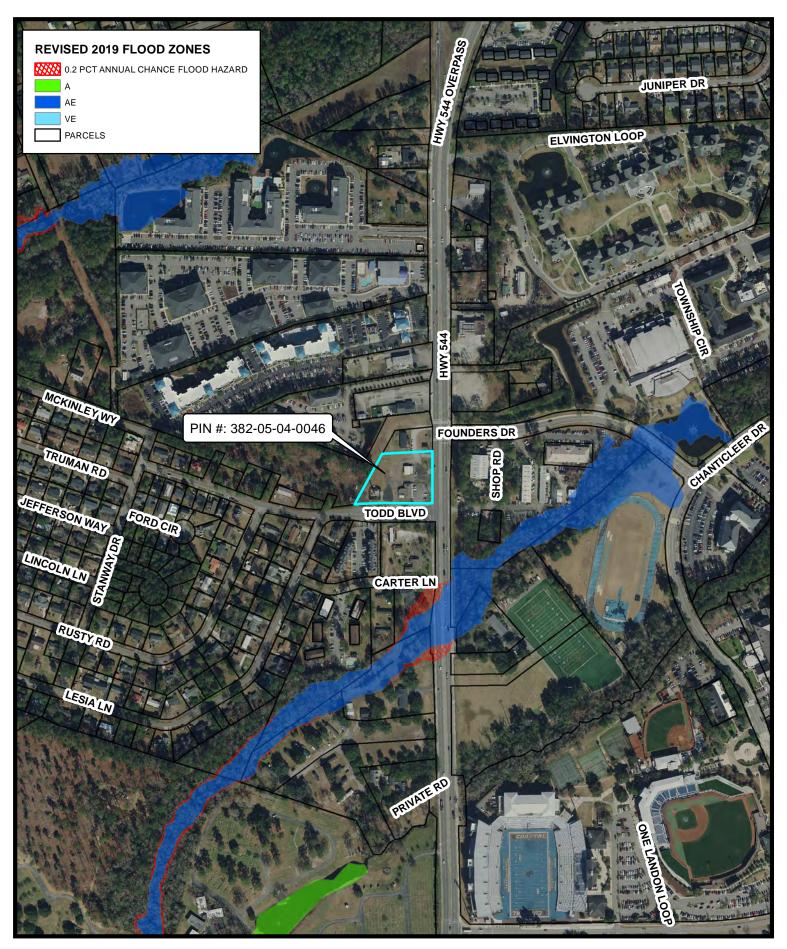


















PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	

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

www.cityofconway.com

Instructions:

Fill out all 3 pagesSubmit signed forms to City of Conwa	ay Planning De	epartment
STATE OF SOUTH CAROLINA COUNTY OF HORRY)))	PETITION FOR ANNEXATION
TO THE HONORABLE MAYOR A	AND CITY C	COUNCIL OF CONWAY
	filing with the	of South Carolina provides for the annexation of an area or municipal governing body a petition signed by all persons
WHEREAS, the undersigned are	all persons own	ning real estate in the area requesting annexation; and
WHEREAS, the area requesting a	annexation is de	escribed as follows, to wit:
NOW, THEREFORE, the undersarea into the municipal limits of the City o		the City Council of Conway to annex the below described
PROPERTY LOCATION/SUBDIVISION: 7 PIN: 38205040046	48 SC-544 ACREA	AGE: 1.4 acres
PROPERTY ADDRESS: 720 SC-544		
PROPERTY OWNER MAILING ADDRESS:	311 RAINV	VOOD RD CONWAY SC 29526-6506
PROPERTY OWNER TELEPHONE NUMBE	ER:	
PROPERTY OWNER EMAIL:		
APPLICANT: William McGill		
APPLICANT'S EMAIL: mcgillwc@gma	ail.com	
IS THE APPLICANT THE PROPERTY OWN		
IF NOT: PLEASE INCLUDE A LETTER OF RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional short		POWER OF ATTORNEY FROM THE OWNER ADDIGNING
Santi Jimongkonkul	nti In	DATE: 6/3/25
(Print) (Signat	ure)	-
(Print) (Signat	ture)	DATE:



planning@cityofconway.com

PETITION FOR ANNEXATION

Staff Use	e Only
Received: BS&A #:	

Is there a structure on the lot: Yes Structure Type: Building		
Current Use: Vacant		
Are there any wetlands on the property?		
CIRCLE: YES NO NO		
If yes, please include valid wetland delineation letter from army corps of engineers.		
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?		
CIRCLE: YES NO 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:	
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: 720 SC-544	FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 1.4	PIN: 38205040046
CURRENT ZONING CLASSIFICATION: HC	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: H	С
REQUESTED ZONING CLASSIFICATION: HC	
NAME OF PROPERTY OWNER(S):	
SANTI JIMONGKONKUL	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
311 RAINWOOD RD CONWAY SC 29526-6	506
*******************	*****************
I (we) the owner(s) do hereby certify that a Amendment Application is correct.	Il information presented in this Zoning Map
Janti Jumper	6/3/25
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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



PROPERTY OWNER SIGNATURE

PLANNING DEPARTMENT

06/03/2025

DATE

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: William McGill		
Address: PO Box 4387 Pawleys Island, SC 29585		
Telephone: 843-241-3059 Email: mcgillwc@gmail.com		
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.		
SANTI JIMONGKONKUL		
PROPERTY OWNER(S) NAME (PRINT)		

DATE: AUGUST 4, 2025

ITEM: III.D.

ISSUE:

Final Reading of Ordinance #2025-08-04 (F) to amend Title 7, Chapter 4, Article F, Section 7-4-82.7 Towing and Storage Charges, of the Code of Ordinances, City of Conway

BACKGROUND:

The Police Department routinely calls for tow services listed on the City of Conway rotation log to accomplish law enforcement purposes, further investigations, or remove wrecked, disabled, or uninsured vehicles from the roadway. When the Police Department calls them for legitimate law enforcement needs, we follow 7-4-82.7 guidelines for "Towing and Storage Charges". There have been no adjustments or updates to our code since June 5, 2023.

DATA

Tow service providers maintain a City of Conway business license, physical address in the City of Conway, and provide a valuable service to assist law enforcement day or night, regardless of conditions. Associated costs have risen, and other governmental agencies allow a slightly higher fee structure.

Our current fee structure is attached. A proposed fee structure is included. Copies of tow fee schedules for the State of SC and Horry County are also attached.

RECOMMENDATION

Amend our ordinance to increase our fees to mirror those in use by Horry County and the State of SC.

ORDINANCE #2025-08-04 (F)

AMENDING TITLE 7, CHAPTER 4, ARTICLE F, SECTION 7-4-82.7, TOWING AND STORAGE CHARGES, OF THE CODE OF ORDINANCES, CITY OF CONWAY

- **WHEREAS**, the City of Conway City Council has the authority to amend its rules and regulations at any time it deems proper and necessary; and
- WHEREAS, City Council has determined it in the best interests of the citizens and of the City of Conway to amend the Code of Ordinances by deleting Title 7, Chapter 4, Article F, Section 7-4-82.7, Towing and Storage Charges, and placing in its stead a revised Title 7, Chapter 4, Article F, Section 7-4-82.7: Therefore, be it
- **ORDAINED**, that Title 7, Chapter 4, Article F, Section 7-4-82.7, Towing and Storage Charges, is hereby amended to read as follows:

RATIFIED BY CITY COUNCIL, duly a	embled, this <u>4</u> day of <u>August</u> , 2025.	
	_	
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem	
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member	
Beth Helms, Council Member	Justin D. Jordan, Council Member	
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk	
First Reading: July 21, 2025		
Final Reading: August 4, 2025		

Sec. 7-4-82.7 Towing and storage charges.

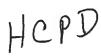
Operator's fee for towing services rendered shall not exceed the following listed maximums:

Wrecked vehicles (Class A)	\$ 251 \$266
Disabled vehicles	\$ 160 \$266
Traffic offenses/stolen vehicles/abandoned/junked vehicles	\$160 \$266
Righting turned over vehicles (extra)	\$35
Heavy duty wrecker (Class B)	\$339 \$379
Winching a vehicle from over an embankment, i.e.,	\$100 \$259 per hour plus
winching necessitated by cause only	approved expenses
Arrival-no tow	No charge (wrecker shall return
	to top of rotation list)
Storage (per day, after first 24 hours)	\$40 \$45 per day
Special Ops (Class C)	\$511 \$557 per hour

These rates are the maximum allowed under this article. This does not preclude charges of lesser amounts. All rates approved by the city shall be posted in a conspicuous place at the business location of the wrecker company and a copy maintained in the wrecker at all times. Each vehicle owner shall be provided with an invoice or receipt, upon payment, itemizing all towing and storage charges. The city shall not be responsible for any towing or storage charges under any circumstances.

NOTE: All wrecker companies participating in the rotation program agree to abide by the above list of charges for all services rendered in response to the police calls for their tow services.

(Ord. No. 2010-09-27(A), 9/27/10; Ord. No. 2019-06-03(A), 6/3/19; Ord. No. 2023-07-17(D), 7-17-23)





South Carolina Highway Patrol

south carolina A DIVISION OF SCDPS <u>DEPARTMENT</u>0f<u>PUBLIC</u> <u>SAFETY</u> 10311 WILSON BLVD.

PROTECT. EDUCATE. SERVE.

BLYTHEWOOD, SC 29016

2025 Wrecker Rotation Fee Schedule

In accordance with Section 38-600 of the South Carolina Code of State Regulations, the Department of Public Safety publishes a yearly Fee Schedule outlining the maximum allowable fees for each class of wrecker on the SCHP Wrecker Rotation List. The reasonableness of fees on the Fee Schedule is determined by the Highway Patrol on a comparative basis. The fees permitted for calendar year 2025 are listed below:

2025 MAXIMUM ALLOWABLE FEES FOR ROTATION LIST CALLS

	The same of the sa	
*Special Operations	Storag	
\$ 161.00 Per Hour	\$ 45.00 Per Da	
rate in % hour increments.	-1-1	
*Special O erations	Stor	
\$ 259.00 Per Hour	\$ 56.00 Per Day	
urly rate in % hour increments.		
With the state of the		
Special Operations	Stor	
	\$ 161.00 Per Hour rate in % hour increments. *Special O erations	

**Although no Special Operations fee is set for Class C tows, a wrecker service may recover the actual cost of remeasubcontracted equipment or labor necessary to accomplish the job. Proofofflese actual costs in theform of an itemized invoice or receipt rom each third party providing such equipment or labor must accompany the tow bill.				
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ner of the explain Samuel Constitution (Constitution of the Constitution of the Consti		
Description of Service, Labor or Equipment	Rate / Fee	
Additional Wrecker	552.00	Per hour
Dump Truck, Dump Trailer or Drop Dum ster	315.00	Per hour
Rotator/Crane or equivalent	769.00	Per hour
Truck Thactor with Box Trailer or equivalent	364.00	Per hour
Truck Tractor with Flat Trailer or equivalent	363.00	Per hour
Truck Tractor with Landoll/Lowboy/Tilt Trailer or equivalent	420.00	Per hour

Skid Steer or equivalent	306.00	Per hour
Forklift or equivalent	306.00	Per hour
Backhoe or equivalent	332.00	per hour
Service Truck (includes all tools and equipment on board)	234.00	Per hour
l'ower Light System	191.00	Per hour
Complete Air Bag unit	903.00	Per hour
Additional Labor (General)	118.00	Per person/per hour
Additional Labor (Specialized)	157.00	Per person/per hour

PAGE 1 of 2

SCDPS.SC GOV

Lynn Baker

hym Baku Daker@horrycountyse.gov 843-915-8056

10311 WILSON BLVD. BLYTHEWOOD, SC 29016

2025 Wrecker Rotation Fee Schedule

In accordance with Section 38-600 of the South Carolina Code of State Regulations, the Department of Public Safety publishes a yearly Fee Schedule outlining the maximum allowable fees for each class of wrecker on the SCHP Wrecker Rotation List. The reasonableness of fees on the Fee Schedule is determined by the Highway Patrol on a comparative basis. The fees permitted for calendar year 2025 are listed below:

2025 MAXIMUM ALLOWABLE FEES FOR ROTATION LIST CALLS

	Rates / Fees		
Class A Wrecker			
Standard Towing Charge	*Special Operations	Storage	
\$ 266.00 Flat Fee	\$ 161.00 Per Hour	\$ 45.00 Per Day	
*Special Operations are billed at half t	he hourly rate in ½ hour increments.		
Class B Wrecker			
Standard Towing Charge	*Special Operations.	Storage	
\$ 379.00 Flat Fee	\$ 259.00 Per Hour	\$ 56.00 Per Day	
*Special Operations are billed at half t	he hourly rate in ¾ hour increments.		
Class C Wrecker			
*Standard Towing Charge	Special Operations	Storage	
\$ 557.00 Per Hour	**See below	\$ 72.00 Per Day	

^{**}Although no Special Operations fee is set for Class C tows, a wrecker service may recover the actual cost of rented/subcontracted equipment or labor necessary to accomplish the job. Proof of these actual costs in the form of an itemized invoice or receipt from each third party providing such equipment or labor must accompany the tow bill.

Class C services only. Rates for all equipment usage should include the cost of an operator, operating expenses, and the cost to transport the equipment to and from the scene. Fees for service, labor, or equipment not listed below may not be assessed.

Description of Service, Labor or Equipment		Rate / Fee
Additional Wrecker	\$ 552.00	Per hour
Dump Truck, Dump Trailer or Drop Dumpster	\$ 315.00	Per hour
Rotator/Crane or equivalent	\$ 769.00	Per hour
Truck Tractor with Box Trailer or equivalent	\$ 364.00	Per hour
Truck Tractor with Flat Trailer or equivalent	\$ 363.00	Per hour
Truck Tractor with Landoll/Lowboy/Tilt Trailer or equivalent	\$ 420.00	Per hour
Skid Steer or equivalent	\$ 305.00	Per hour
Forklift or equivalent	\$ 306.00	Per hour
Backhoe or equivalent	\$ 332.00	Per hour
Service Truck (includes all tools and equipment on board)	\$ 234.00	Per hour
Tower Light System	\$ 191.00	Per hour
Complete Air Bag Unit	\$ 903.00	Per hour
Additional Labor (General)	\$ 118.00	Per person/per hour
Additional Labor (Specialized)	\$ 157.00	Per person/per hour

PAGE 1 of 2



ITEM: III.E.

ISSUE:

Update to Title 8-4-3, Golf Carts, of the City of Conway Code of Ordinances

BACKGROUND:

Earlier this year, the state legislature updated state laws regarding the use of golf carts in public areas. As part of this update, the legislature empowered municipalities to create ordinances that are more tailored to their communities.

Among those changes, cities are able to allow or restrict access on certain highways within the city limits. They are also able to dictate how far golf carts may travel from their registered address and at what times they may legally travel.

Council discussed various options at the June 16 meeting and made some changes at first reading on July 21, 2025.

Attached is an ordinance that creates the following new rules within the city limits:

- Golf carts may operate on public streets between 6:00 am and 11:00 pm.
- Golf carts may operate within a four-mile radius from their registered address.
- Golf carts may not operate on certain roads regardless of speed limit. These roads are Millpond, Cultra, and El Bethel.
- Golf carts may operate on certain primary highways where the speed limit is 35 or lower. This includes portions of 3rd Avenue, 4th Avenue, Main Street, and 16th Avenue.

RECOMMENDATION:

Approve final reading of an update to Title 8-4-3 Golf Carts, of the City of Conway code of ordinances.

ORDINANCE #2025-08-04 (G)

AN ORDINANCE TO AMEND SECTION 8-4-3 OF THE CITY OF CONWAY CODE OF ORDINANCES RELATIVE TO OPERATION OF GOLF CARTS

WHEREAS, Title 8, Chapter 4 of the City of Conway Code of Ordinances regulates the ownership and operation of golf carts within the municipal limits of Conway, and;

WHEREAS, the South Carolina Legislature has amended state laws relative to the authority and powers of local governments to regulate golf carts within their respective jurisdictions, and;

WHEREAS, Conway City Council strives to make the streets of its city safe and accessible for all visitors and citizens.

NOW, THEREFORE, be it ordained, by the Mayor and the members of the City Council of the City of Conway, South Carolina, that the changes outlined below to Section 8-4-3 of the Conway Code of Ordinances are hereby adopted.

Sec. 8-4-3 Operation of golf carts.

- (a) A permitted golf cart may be operated within 4 miles of the address on the registration or within 4 miles of a point of ingress and egress to a gated community, if the address is within a gated community.
- **(b)** Golf carts may only be operated on public streets or designated public golf cart pathways between the hours of 6:00 AM to **11:00 PM**, unless excepted as part of a special event permit.
- (c) Unless otherwise designated in Section 8-4-3(j), golf carts may only travel along secondary highways and local streets with a posted speed limit of 35 miles per hour or less.
- (d) Unless otherwise designated in Section 8-4-3(k), golf carts may not operate on state primary highways. This is not meant to prohibit crossing such highway while operating in compliance with Section 8-4-3(c).
- (e) A person operating a golf cart must be at least 16 years of age and hold a valid driver's license.
- (f) The operator of a permitted golf cart operating on a public street or pathway must have in his possession the registration certificate issued by the Department of Motor Vehicles, proof of liability insurance, and his driver's license.
- **(g)** It shall be unlawful for an operator to carry more persons at one time than the golf cart is designed to carry.
- (h) Golf carts are prohibited from traveling upon city sidewalks.
- (i) Golf carts may operate upon designated golf cart pathways regardless of the posted speed limit of any adjacent highway.
- (j) Golf carts may not operate on the following secondary or local highways within the municipal limits of Conway:

- (1) Millpond Road
- (2) Cultra Road
- (3) El Bethel Road
- (k) The prohibition of section 8-4-3(d) shall not apply to the following primary highways or sections of highways.
 - (1) US Highway 378, otherwise known as 3rd Avenue, from its intersection with 4th Avenue to its terminus at Main Street.
 - (2) South Carolina Route 905, otherwise known as 4th Avenue, from its intersection with 3rd Avenue to the railroad crossing adjacent to the Waccamaw River.
 - (3) US Highway 501 Business, otherwise known as Main Street, from its intersection with Kingston Street, to **16**th **Avenue.**
 - (4) US Highway 501 Business, otherwise known as 16th Avenue, from its intersection with Main Street, to its terminus at US 501, otherwise known as Church Street.

RATIFIED BY CITY COUNCIL, duly August , 2025.	assembled, this day o
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading: July 21, 2025	
Final Reading: <u>August 4, 2025</u>	

ITEM: III.F.

ISSUE:

Water Level Sensors

BACKGROUND:

As part of the Smart City initiative the Technology Service department is working on is to monitor water levels in real time during a potential flooding event. The first 5 sensors are proposed for the Waccamaw River at the Riverwalk, Kingston Lake at the Railroad Tressel, Crabtree swamp at N. Main St., Crabtree Swamp at Church St., and Crabtree Swamp at El Bethel. This will give city staff real-time water levels to make decisions. This is a budgeted project.

Green Stream Technologies is the company providing the sensors which include engineering, installation, and web dashboards.

The total cost is \$25,975.00

RECOMMENDATION:

Staff recommends purchasing the Water Level sensors at the cost of \$25,975.00.

Green Stream Technologies, Inc.

12339 Wake Union Church Rd Ste 104 Wake Forest, NC 27587-4512 USA

+17573391855 info@greenstream.com www.greenstream.com



United States

ADDRESS Jeff Leveille City of Conway 223 Main Street Conway, SC 29526 SHIP TO Jeff Leveille City of Conway 223 Main Street Conway, SC 29526 **United States**



ESTIMATE # 1244 **DATE** 06/30/2025

ACTIVITY	QTY	RATE	AMOUNT
Water Level Sensor Kit 20 LTE 1. CRABTREE SWAMP AT EL BETHEL RD 2. CRABTREE SWAMP AT N. MAIN ST 3. CRABTREE SWAMP AT CHURCH ST 4. WACCAMAW RIVER AT RIVERWALK TRAIL 5. KINGSTON LAKE AT RR BRIDGE	5	1,965.00	9,825.00
01 Hardware:01-05 Mounts & Enclosures:Mount - bridge/dock Mount brackets for bridges, culverts and railings. Schedule 40 aluminum mast and sensor arm, galvanized steel strut channel and fasteners.	5	495.00	2,475.00
Installation Service All-in price, including estimated Technician hours, travel time and expenses.	1	4,155.00	4,155.00
02 Service:02-01 Field Services:Elevation Survey NAVD88 elevation survey (subcontracted)	5	1,500.00	7,500.00
02 Service:02-02 Engineering Services:Cloud Services Setup 1 Cloud services setup Basic Plan (one time only)	1	250.00	250.00
Cloud Services 1 Cloud Services Basic Plan Annual Fee. Includes Cloud Platform, data	1	1,770.00	1,770.00
	Thank you for your husiness!		43

processing, storage, data access, and LTE communications.

25,975.00 Electronic Payments to Truist Bank **SUBTOTAL** Account #1340005565447 \$25,975.00 TOTAL

Accepted Date

ACH Routing #053101121

Wire Routing #061000104

Accepted By

Or send check to: Green Stream Technologies, Inc. 12339 Wake Union Church Road, Suite #104 Wake Forest, NC 27587 5 water level gauges, installation & basic cloud service

ITEM: III.G.

ISSUE:

Windows server Datacenter licenses

BACKGROUND:

The server datacenter licenses utilized by the city are server 2019 which are approaching end of life. Server 2025 is currently available with an EOL date of October 2034. This purchase will keep the city current for many years to come. The total cost to cover all cores of the city datacenter is \$40,748.31.

SoftwareONE is sole source under state contract for our Microsoft licenses.

This is a budgeted item.

RECOMMENDATION:

Staff recommends the purchase of the Windows Server Datacenter licenses.



CITY OF CONWAY 229 MAIN ST. CONWAY, SC 29526 Date 07/16/2025
Customer No. US-SCU-133196
External Document No. PCN AA29FD32
Your Reference Win Svr DC (OG)
Account Manager Sebastian Soumpholp
Your Contact Person Digital-support Us

E-Mail digital-support.us@softwareone.com

Our Tax ID 39-1501504

Quote US-QUO-1206034

Invoice Address

CITY OF CONWAY 229 MAIN ST. CONWAY, SC 29526 **Shipping Address**

CITY OF CONWAY JEFF LEVEILLE 229 MAIN ST. CONWAY, SC 29526 License Address

CITY OF CONWAY 229 MAIN ST. CONWAY, SC 29526

Total USD incl. Tax

JEFF LEVEILLE jleveille@cityofconway.com

				Start Date	Version				
	Description			End Date	os				Amount
Pos. No.	Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics	Qty.	Unit Price Sa	les Tax	(USD)
	PCN AA29FD32								
10 EP2-25015	Win Server DC Core 2025 1	6L			2025/SL				
	License				Windows				
	Microsoft	LEVEL D	LIC	SELECT+		9	4,527.59	0.00	40,748.31
					Total U	SD excl. Tax			40,748.31
					Tax				0.00

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms 30 Days net

Shipping Method Electronic Software Delivery

Quote valid until 07/31/2025

SoftwareOne, Inc.

320 E Buffalo St, Suite 200 Milwaukee, WI 53202 USA Phone: +800 444 9890 Fax: +262 317 5554

Email: info.us@softwareone.com Web: www.softwareone.com 46

40,748.31



Quote US-QUO-1206034

Start Date Version

 Pos. No.
 Description
 End Date
 OS
 Amount

 Lic. Model
 Lic. Metrics
 Qty.
 Unit Price Sales Tax
 (USD)

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1206034

Email: info.us@softwareone.com Web: www.softwareone.com

ITEM: III.H.

ISSUE:

Appointment of Ministerial Recorder for two-year term

BACKGROUND:

City Council approved the position of Ministerial Recorder in the new budget for 2025-2026. Jessica Daniels was hired for the position and will start with a two-year term, as she is a new employee to the City of Conway. Mrs. Daniels has over twenty years of experience in the court system in various capacities. An appointment by City Council is needed for Mrs. Daniels to complete her job duties in their entirety. Mrs. Daniels will have one year from appointment to complete Judge School and pass the required test.

RECOMMENDATION:

Approve appointment of Jessica Daniels to the position of Ministerial Recorder for a term of two years.

CITY OF CONWAY CITY COUNCIL MEETING CONWAY CITY HALL 229 MAIN STREET, CONWAY MONDAY, JULY 21, 2025

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

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; Jessica Hucks, Planning and Development Director; Dale Long, Police Chief; Le Hendrick, Fire Chief; Reggie Jenerette, Solid Waste Director; Brandon Harrelson, Public Works Director; Robert Cooper, Construction Services Director; Timmy Williams, Hospitality and Beautification Director; Allison Williams, Finance Director; Lynn Smith, Human Resource Director; Ted Dudley, Public Utilities Director; Rock Rabon, Fleet Maintenance Director; Ashley Smith, Recreation Director; Kayla Fleming, Municipal Judge; Kym Wilkerson, Planning and Development Deputy Director; and Alicia Shelley, City Clerk.

OTHERS: There were approximately 50 others in attendance.

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

- A. Final Reading of Ordinance #ZA2025-07-21 (C), to rezone approximately 0.33+/-acres of property located at 1307 Grainger Road (PIN 368-01-02-0007) from the Highway Commercial (HC) district to the Low-Medium Density Residential (R-1) district.
- B. Final Reading of Ordinance #ZA2025-07-21 (D), to amend the existing Carsen's Ferry Planned Development (PD) district (a.k.a. Rivertown Landing PD), to amend the list of permitted uses on Commercial Tract "A", consisting of approximately 4.24+/- acres of property located on Riverport Drive (PIN 337-05-02-0004).
- C. Final Reading of Ordinance #ZA2025-07-21 (E), to amend Article 5 Specific Use Regulations, of the City of Conway Unified Development Ordinance (UDO), regarding requirements for mobile vending.
- D. Final Reading of Ordinance #ZA2025-07-21 (F), to amend Article 15 Enforcement, of the City of Conway Unified Development Ordinance (UDO), regarding penalties for violations of the UDO.

- E. Final Reading of Ordinance #ZA2025-07-21 (G), to amend Article 6 Design Standards, of the City of Conway Unified Development Ordinance (UDO), regarding standards for single-family in-common development.
- F. Approval of Purchase of Vehicles for Police Department (budgeted)
- G. Approval of Purchase of Water Meters for Public Utilities (budgeted)
- H. Approval of a Special Event Halloween Hustle October 4, 2025
- I. Approval of a Special Event -3^{rd} Annual Youth Performing Arts Festival October 18, 2025
- J. Approval of a Resolution Accepting Dedication of Roadways & Drainage for Hainer Place, Phase 1
- K. Approval of June 16, 2025 Council Meeting Minutes

APPROVAL OF CONSENT AGENDA: <u>Motion</u>: White made a motion, seconded by Helms to approve the July 21, 2025 consent agenda. **Vote:** Unanimous. Motion carried.

INTRODUCTION OF SUMMER WORKERS/INTERNS: Mayor Blain introduced the summer workers/interns.

SPECIAL PRESENTATION:

- A. Presentation of Longevity Awards June 2025 5 Years: Veronica Ricardo, Recreation; 10 Years: Jessica Hucks, Planning & Development; 10 Years: Richard Schoonmaker, Police; 10 Years: Wanda Singleton, Public Utilities; 35 Years: Alfred Smith Jr, Fire; 35 Years: Sandy Martin, Fire Emrick and Helms presented the longevity awards.
- **B.** Presentation of Employee of the Month for July 2025 Public Service L. Smith presented the July Public Service Employee of the Month to Becky Graham, Deputy Human Resource Director.

SECOND/FINAL READING

A. Final Reading of Ordinance #ZA2025-07-21 (A), to annex approximately 2.22+/- acres of property located at 1091 E Highway 501 (PIN's 367-14-04-0001, -0002, & -0003), and rezone from Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district. Hucks stated that first reading of this ordinance was approved at the June 16 council meeting. The annexation is being considered as a result of a requirement by Public Utilities. The property was on the same water meter as the residence located on Amber Lane, which has the same property owner, and as a result

of the requirement for the property to have a separate water meter installed, annexation must be requested by the property owner, also requiring that all surrounding property owned by the applicant be subject to annexation. The proposed zoning for these 3 properties upon annexation is Highway Commercial, which is consistent with the city's future land use map. Planning Commission held the required public hearing on the request at their June 5 meeting. The property owner expressed his desire not to be annexed at the time, and that he thought he received water from GSWSA, not the City of Conway. Ultimately, GSWSA bore under the road to make the utility connection; however, the water service would be provided by the City of Conway. Planning Commission ultimately recommended against the zoning of Highway Commercial upon annexation of the property.

Hucks said that this property is within the City's water utility service area, and these properties, along with surrounding properties, are part of an overall area plan that staff will be developing for the Red Hill area. As such, staff recommends approval of final reading of the ordinance to annex and zone the properties Highway Commercial upon annexation.

Motion: Blain made a motion, seconded by White, to approve the annexation of 1091 E. Highway 501. **Vote:** Unanimous. Motion carried.

<u>Motion:</u> Blain made a motion, seconded by Goldfinch, to zone the property to Highway Commercial. <u>Vote:</u> Unanimous. Motion carried.

B. Final Reading of Ordinance #ZA2025-07-21 (B), to annex approximately 0.79 acres of property located at 150 Amber Lane (PIN 367-14-04-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium-Density Residential (R-1) district. Hucks stated that the ordinance to annex and zone this property Low-Density Residential (R-1) upon annexation received first reading at the June 16 meeting. The property has the same owner as the previous item considered – 1091 E. Hwy 501 and was the property that was feeding water to the Highway 501 property and requiring its own water meter, thus requiring annexation. Planning Commission held the public hearing at their July 10 meeting, and recommended disapproval of the request. Hucks said that as is the case with the property at 1091 E. Highway 501, the property owner does not wish to be annexed into the city limits. However, Council did approve first reading, and the property is part of an overall area plan for the Red Hill community that staff will be developing. Therefore, staff recommends approval of final reading of the ordinance to annex and zone the property R-1 upon annexation.

<u>Motion:</u> Blain made a motion, seconded by Hardwick, to approve the annexation of 150 Amber Lane. <u>Vote:</u> Unanimous. Motion carried.

<u>Motion:</u> Blain made a motion, seconded by White, to zone the property to Low/Medium Density Residential (R-1). **Vote:** Unanimous. Motion carried.

C. Final Reading of Ordinance #ZA2025-07-21 (H), to annex approximately 22.88 acres of property located on Gardner Lacy Rd (PIN's 399-01-02-0001 and 399-00-00-0001),

and request to rezone from the Horry County Office/ Professional/Institutional (OPI) district to the City of Conway Low-Density Residential (R) district. Hucks stated that the annexation and zoning of these properties to Low-Density Residential (R) was approved at the June 16 Council meeting. The properties are currently zoned Horry Council Office/Professional/Institutional (OPI). The city's future land use map identifies the property as Professional. Hucks said that according to the applicant, there are no immediate plans to develop the property. However, if and when the property is developed, because it would be serviced by city water, the owner would be required to request annexation. Planning Commission held the public hearing on the proposed zoning of Low-Density Residential at the July 10 meeting, and recommended that should the property be annexed, that the property be zoned Professional upon annexation.

Hucks said that at this time, staff is recommending that final reading to annex the property be tabled, pending ongoing discussions with the County regarding a proposed Multi-County Business Park.

<u>Motion:</u> Goldfinch made a motion, seconded by Helms to table Ordinance #ZA2025-07-21 (H). **Vote:** Unanimous. Motion carried.

D. Final Reading of Ordinance #ZA2024-09-16 (C) to annex approximately 1.43 acres of property located at 104 Gardner Lacy Rd (PIN 399-01-04-0006), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

<u>Motion:</u> Goldfinch made a motion, seconded by Jordan to table Ordinance #ZA2024-09-16 (C). <u>Vote:</u> Unanimous. Motion carried.

FIRST READING:

A. First Reading of Ordinance #ZA2025-08-04 (A), to annex approximately 224+/- acres of property located on Hwy 501 E. (Church Street), New Road, Ash Pond Road, Marina Drive, Elm Street, and Laurel Street (PIN's 368-00-00-0008 and -0015), and rezone from the Horry County Heavy Industrial (HI) district, City of Conway Light Industrial (LI) district and City of Conway High-density Residential (R-3) district to the City of Conway Waccamaw Riverfront District (WRD) (1) and (2). Hucks stated that the city is seeking to annex and zone these properties to the Waccamaw Riverfront Districts (WRD 1 & 2). Some of the property is in the county and some portions of the same properties are in the city. Rezoning these parcels to WRD 1 & 2 will allow some development on some parts of the property while also protecting the Waccamaw waterfront. The WRD districts can be considered a downzoning from the current zoning of some of the subject properties, such as Light Industrial, Horry County Commercial Forest Agriculture and Horry County Heavy Industrial. The city's future land use map identifies the properties as mostly Conservation Preservation and a small portion, where the smokestacks were once located, as Light Industrial.

Hucks said that Planning Commission held the public hearing on the request at their July 10 meeting, and recommended approval of the WRD 1 & 2 zoning upon annexation of the property. Staff also recommended approval of the request

<u>Motion:</u> Goldfinch made a motion, seconded by Hardwick, to approve the annexation of approximately 224 acres of property located on Highway 501 E, New Road, Ash Pond Road, Marina Drive, Elm Street, and Laurel Street. <u>Vote:</u> Unanimous. Motion carried.

<u>Motion:</u> Goldfinch made a motion, seconded by Blain, to zone the properties to WRD 1 and 2. <u>Vote:</u> Unanimous. Motion carried.

B. First Reading of Ordinance #ZA2025-08-04 (B), to rezone 533+/- acres of property (PIN 368-00-00-0014) located on Hwy 501 E. (Church Street), known as Lake Busbee, from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district. Hucks stated that this property was transferred to the City in April of this year. Currently, the property is zoned R-1, Low/Medium-Density Residential. The city is seeking to rezone the property to Conservation Preservation, which is consistent with the city's future land use map, due to the environmentally sensitive nature of the property. Planning Commission held the required public hearing at their July 10 meeting and recommended approval of the rezoning of the property to Conservation Preservation. Staff also recommended approval.

<u>Motion:</u> White made a motion, seconded by Hardwick, to rezone approximately 533 acres of property located on Highway 501 E., known as Lake Busbee, to Conservation Preservation. **Vote:** Unanimous. Motion carried.

C. First Reading of Ordinance #ZA2025-08-04 (C), to annex approximately 1.4+/- acres of property at the corner of Hwy 544 and Todd Blvd (720, 730 and 748 Hwy 544) (PIN 382-05-04-0046), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district. Hucks stated that the applicant intends to construct a Scooters Coffee on the property. Currently, the property contains a telecommunications tower, State Farm Insurance, and a produce stand. The current zoning of the property is Horry County Highway Commercial and the requested zoning upon annexation is Highway Commercial, which is consistent with the city's future land use map.

Hucks said that Planning Commission held the required public hearing at their July 10 meeting, and recommended approval to zone the property Highway Commercial upon annexation. Staff also recommended approval.

<u>Motion:</u> White made a motion, seconded by Jordan, to approve the annexation of the property at the corner of Highway 544 and Todd Blvd. <u>Vote:</u> Unanimous. Motion carried.

<u>Motion:</u> Blain made a motion, seconded by Goldfinch, to zone the property to Highway Commercial. <u>Vote:</u> Unanimous. Motion carried.

D. First Reading of Ordinance #ZA2025-08-04 (D), to annex approximately 1.08+/- (total) acres of property located on Cypress Circle at Conway Medical Center (PIN's 383-15-02-0024, -0025, -0026, -0027, and -0028), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Institutional (IN) district. Hucks stated that these parcels are considered a true donut hole within the Conway Medical Center campus. Everything surrounding these properties on the campus is already in the city limits and zoned Institutional. The applicants are planning to submit plans for additional parking and seek approval of a master parking plan. As such, they will need to annex these remaining parcels in the city. The city's future land use map also identifies the parcels as Institutional.

Hucks said that Planning Commission is scheduled to hold a public hearing on the request at their August 7 meeting and their recommendation will be forwarded with Final Reading of the request. Staff recommends approval of First Reading to annex the property as Institutional.

<u>Motion:</u> Blain made a motion, seconded by Butler, to approve the annexation of the properties on Cypress Circle at Conway Medical Center. <u>Vote:</u> Unanimous. Motion carried.

<u>Motion:</u> Goldfinch made a motion, seconded by Hardwick, to zone the properties to Institutional. **Vote:** Unanimous. Motion carried.

E. First Reading of Ordinance #ZA2025-08-04 (E), to annex approximately 1.34+/- acres of property located off 16th Ave and Elizabeth Street, behind the Coastal Shopping Center (PIN 338-10-02-0018), and rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Highway Commercial (HC) district. Hucks stated that during technical review of the redevelopment of the property, it was discovered that this parcel, to be used for stormwater purposes, was still in the county's jurisdiction. The applicant was made aware that it would need to be annexed and combined with the project at that time. This particular property is shown as Conservation Preservation on the city's future land use map; and a majority of the parcel is within a flood zone. However, the property has been used for stormwater purposes for the shopping center, and that is the proposed continued use.

Hucks said that Planning Commission will hold the required public hearing at their August 7 meeting and staff will forward their recommendation with final reading of the ordinance. Staff recommended approval of First Reading to annex and zone to Highway Commercial.

<u>Motion:</u> Butler made a motion, seconded by Goldfinch, to approve the annexation of the property located off 16th Avenue and Elizabeth Street behind the Coastal Shopping Center. **Vote:** Unanimous. Motion carried.

<u>Motion</u>: Blain made a motion, seconded by Helms, to zone the property to Highway Commercial. **Vote:** Unanimous. Motion carried.

F. First Reading of Ordinance #2025-08-04 (F) to amend Title 7, Chapter 4, Article F, Section 7-4-82.7 Towing and Storage Charges, of the Code of Ordinances, City of Conway. Long stated that the State of South Carolina has updated their tow schedule and Horry County has modeled the state. Long said that he is requesting approval to update the City of Conway Ordinance to make it consistent with Horry County and the state.

<u>Motion:</u> Blain made a motion, seconded by Goldfinch, to approve first reading of Ordinance #ZA2025-08-04 (F) to amend the Towing and Storage Charges. <u>Vote:</u> Unanimous. Motion carried.

G. First Reading of Ordinance #2025-08-04 (G) to amend Title 8, Chapter 4, Section 8-4-3 Operation of Golf Carts, of the Code of Ordinance, City of Conway. Rogers stated that the state legislature updated state laws regarding the use of golf carts in public areas and that as part of this update the legislature empowered municipalities to create ordinances that are more tailored to their communities. The proposed ordinance would create the following new rules within the city limits: (a) Golf carts may operate on public streets between 6:00 a.m. and 10:00 p.m.; (b) golf carts may operate within a four-mile radius from their registered address; (c) Golf carts may not operate on certain roads regardless of speed limit. These roads are Millpond, Cultra, and El Bethel; and (d) Golf carts may operate on certain primary highways where the speed limit is 35 or lower and this includes portions of Third Avenue, Fourth Avenue, Main Street and 16th Avenue. Rogers presented a map showing the primary roads that would allow golf carts.

Helms said that she would like to change the time to 11:00 p.m. due to the hours of the restaurants and ice cream shops.

Hardwick had concerns with safety and requested the police to strictly enforce the time that is set.

Jordan said that he would like for the golf carts to be able to operate on Main Street to 16th Avenue.

Hardwick suggested a golf cart path along Main Street. Rogers said that it would have to be discussed with SCDOT.

<u>Motion:</u> Blain made a motion, seconded by Goldfinch, to approve first reading of Ordinance #ZA2025-08-04 (G) with the extension of being able to operate golf carts on Main Street to 16th Avenue and change the time to allow operation on approved public streets to 11:00 p.m. <u>Vote:</u> Unanimous. Motion carried.

CONSIDERATION:

A. Consideration of a Selection of a Firm to Develop a Public Safety Strategic Plan

Rogers stated that as part of the 2025-26 budget, council approved the development of a strategic plan for the city's public safety division. The city issued an RFP in June and

opened bids on July 10, 2025. Six bids were received, with one of those bids being disqualified due to failure to follow the instructions outlined in the RFP. All proposals fall within the budget of \$150,000 approved by council. The five qualified bidders were: Mission CIT \$92,000; Sentinel Crisis Solutions \$86,000; Matrix Consulting Group \$146,500; Public Consulting Group \$49,500; and Center for Public Safety Mgmt. \$146,313. Rogers said that a committee of staff members reviewed and scored all the proposals, and the top scoring firm was Matrix. Rogers said that staff recommends approving Matrix Consulting Group.

Blain asked why the highest price was picked. Rogers said that Matrix had the most experience with cities like Conway and staff had concerns that what some bidders were proposing could not be done for the price that was being proposed. Rogers stated that cost and other factors were considered for the scoring.

<u>Motion:</u> White made a motion, seconded by Goldfinch, to approve the city administrator to enter into a contract with Matrix Consulting Group for the development of a public safety strategic plan. <u>Vote:</u> Unanimous. Motion carried.

B. Consideration of a Request to Install Temporary Groundwater Monitoring Wells on the City of Conway Shop Property. Hyman stated that ARM Environmental Services has been tasked with completing an Environmental Assessment of an adjacent property to the city shop to see if there has been petroleum leakage from an underground storage tank and the city shop property is within the concerned area. ARM is asking to install temporary monitoring wells on the property. It should only take a few days and from that information they would know if they needed to install permanent wells and if they did, they would come back for that request at that time.

<u>Motion:</u> White made a motion, seconded by Jordan, to authorize the City Administrator to sign the paperwork allowing ARM permission to access the city shop property to install and sample monitoring wells. <u>Vote:</u> Unanimous. Motion carried.

C. Consideration of a Resolution Appointing an Alternate Member to the GSATS Policy Committee. Hyman stated that the Mayor is identified as the Designate Member of the Grand Strand Area Transportation Study (GSATS) Policy Committee In the newly amended GSATS bylaws there are provisions for an Alternate Member to serve in the Mayor's absence. This Alternate Member must be an elected official and must be appointed by Resolution. Hyman said that staff recommends appointing the Mayor Pro Tem as the Alternate Member.

<u>Motion:</u> White made a motion, seconded by Helms, to approve the Resolution to appoint the Mayor Pro Tem as an Alternate Member to the GSATS Policy Committee for the City of Conway. **Vote:** Unanimous. Motion carried.

PUBLIC INPUT:

- Jimmy Hammond spoke in opposition regarding the retiree's insurance saying that in January he would have to start paying \$3,500 each year.

CITY ADMINISTRATOR'S REPORT:

Emrick informed Council of the following:

- The downtown splash pad is almost completed and hope to have it operational this week.
- The parking lot is also almost complete with asphalt partially down. After asphalt is
 done, striping the lot will take place and then work on landscaping of the islands.
- New lights were installed on the downtown water tower last week. These will allow the light color and intensity to change based on the time of year and what is being celebrating.
- The next downtown project is Holiday Alley. It will begin in August, so it can be used for Halloween.
- The Municipal Association Annual meeting was last week. Discussed at the meeting is their newest program Impact Grants. For the next big idea, staff intends to apply for a grant to add a Splash Pad at the Oasis at Smith Jones Pool. When the pool was rebuilt there, the pool filtration and pump system was upsized to allow for the addition of the Splash Pad in the future.
- The last steering committee meeting for the Parks Master Plan is tomorrow, so it will be presented to Council soon.
- This Wednesday at 11 am, the City will have a small event to acknowledge and commemorate the closing of the Santee Cooper property. Please park inside the gate at the old steam plant site and you will be transported back to the event area.
- On Thursday, the Coastal Carolina Association of Realtors Leadership class will visit to show them all the great things that are happening here in Conway.
- The city has a bid opening for the newest ERF next week. This one will be located at 4th and Laurel.
- The city is looking for vendors for a Halloween Market on the Town Scream this October. And looking for a potential partner to operate a haunted maze or something similar at the old tennis center.
- National Night Out is at the Sports and Fitness Center on August 5 beginning at 6 pm.
- Camp BLUE graduation is also on the 5th of August at Conway Middle School.
- There is a short workshop tonight to discuss a proposal for Conway to allow a pedal pub franchise and several Executive Sessions as outlined in the agenda.
- There are also department head reports tonight from Planning and Police.

Hucks gave an update on the Planning and Development Department.

Long gave an update on the Police Department.

COUNCIL INPUT:

Hardwick

- Thanked staff for the excellent reports as staff and council continue to work together.
- Excited about Coastal Mall getting a facelift.
- Looking forward to continuing to see the Santee Cooper property develop.
- Gave a shoutout to Conway for hosting the great baseball tournaments.

Jordan

 Congratulated Coastal Baseball along with the Head Coach and Assistant as Coaches of the Year.

Goldfinch

- Gave a reminder to constituents that Council must also follow state law and cannot just do
 what is wanted and encourages all to reach out and ask questions before going on social
 media trashing people.
- Clarified that the only change on the golf cart ordinance was extending the hours from dark to 11 p.m.
- Asked staff to research incentives to encourage food, beverage and retail to the downtown.

White

• Great time at the MASC Annual Meeting and wants to do something with the Impact Grant program.

Blain

- Spoke of a former grant saying that Conway would be very competitive in a particular month that the city pays a lot of attention to.
- Gave Council a pin on behalf of Post 111.
- Impressed with Former Governor Beasley's presentation at the MASC Annual Meeting and said that he and his group won a Noble Peace Prize for fighting hunger in the world.
- Glad to identify funds for a splash pad at the Oasis at Smith Jones.

WORKSHOP:

<u>Pedal Pub</u> – Representatives introduced Pedal Pub, a party bike, who would like to operate in Conway. Representatives told about their business, goals, makeup of the bikes, tours – public or private, proposed map of the route with stops noted, policies, and the proposed implementation.

There was discussion regarding safety, traffic, and alcohol consumption regarding state and local laws.

Council directed staff to research the Columbia, SC location. Staff will look at a consumption zone for Conway and then work with Pedal Pub on a possible Franchise or Touring Agreement.

EXECUTIVE SESSION: Motion: Goldfinch made a motion, seconded by Jordan, to enter into Executive Session for the following: (A) Discussion of City Administrator's Contract [pursuant to SC Code §30-4-70 (A) (1)]; (B) Discussion regarding Potential Acquisition of Property near Sherwood Forest Park [pursuant to SC Code §30-4-70 (A) (2)]; and (C) Discussion regarding Potential Acquisition of Property near Smith Jones Park [pursuant to SC Code §30-4-70 (A) (2)].

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

POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: <u>Motion</u>: White made a motion, seconded by Jordan to agree to the terms of a 5-year contract for the City Administrator beginning July 1, 2025 through June 30, 2030. <u>Vote</u>: Unanimous. Motion carried.

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

APPROVAL O	F MINUTES: Minutes approved by City Council th	is <u>4</u>	day of
August	, 2025.		
C			
Alicia Shelley	, City Clerk		

ITEM: IV.A.

Presentation of July 2025 Longevity Awards:

- 10 Years: Brittany Drew, Police
- 10 Years: Jeremy Biggerstaff, Police
- 10 Years: Marsha Ponder, Planning & Development
- 15 Years: Victor Long Jr., Public Works
- 15 Years: Boyce Lilly, Solid Waste

ITEM: IV.B.

Presentation of a Proclamation recognizing National Health Center Week

ITEM: V.A.

ISSUE:

First reading of an ordinance authorizing the sale of certain real property in the City of Conway located along the Conway Riverfront.

BACKGROUND:

In December of 2023, the City issued an RFP for the development of the Riverfront area of Conway. An element of the RFP requested plans for development of the parcels next to the Bonfire Taqueria owned by the City of Conway.

Darren and Cyndi Smith, submitted proposals in response to this RFP. Their proposal was subsequently reviewed by City Council and approved for a public/private partnership.

The City has agreed to sell the tract of land, made up of three full parcels and one portion of a fourth parcel, PIN# 36701010061, 36701010060, 36701010059, and 36701010052 (portion) to the Smiths for the sum of \$130,000. A Purchase Agreement between the City and the Smiths was approved on September 10, 2024 and is attached. The attached agreement condenses the offers and exchanges to written form, as required for the sale or transfer of real property.

The Smiths intend to build a restaurant, event facility and up to 15 residential units on the property with parking. Currently, no taxes are collected on this property, as such, allowing the development to occur in partnership with the City, will return these parcels to the tax rolls resulting in income for the City. Additionally, hospitality fees, business license revenues, and building permit fees will be collected on this development.

RECOMMENDATION:

Staff recommends Council approve the attached agreement and hold first reading of the ordinance necessary to sell the parcels to Darren and Cyndi Smith.

ORDINANCE #2025-08-18 (A)

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY IN THE CITY OF CONWAY

WHEREAS, the City of Conway owns certain real property located along the Conway Riverfront, within the City limits of Conway, County of Horry, and being identified a tract of land, made up of three full parcels and a portion of a fourth, PIN#36701010061, 36701010060, 36701010059, and 36701010052 (portion) more specifically described in the survey attached hereto, and

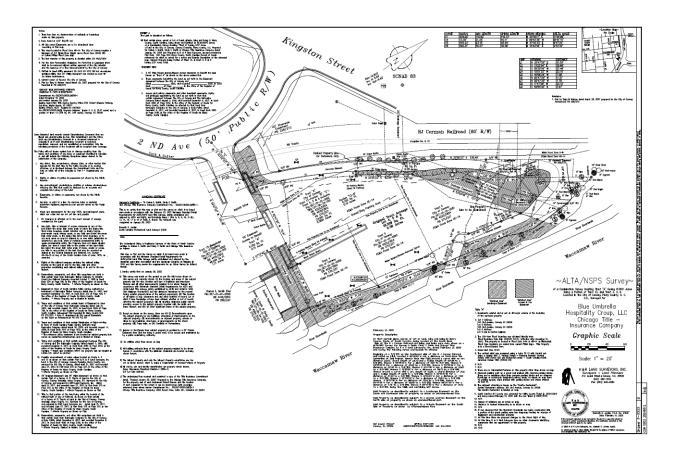
WHEREAS, the City of Conway has deemed it advisable to sell this property to Darren and Cyndi Smith, and

WHEREAS, pursuant to S.C. Code 5-7-40, a municipality may sell property it owns by Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council, that certain real estate along the Conway Riverfront, identified a tract of land, made up of three full parcels and a portion of a fourth, PIN#36701010061, 36701010060, 36701010059, and 36701010052 (portion) be sold to Darren and Cyndi Smith, pursuant to the offer to purchase said property.

THIS ORDINANCE shall be effective upon second reading approval thereof.

RATIFIED BY CITY COUNCIL, duly assembled, thisday of, 202					
Barbara Jo Blain, Mayor					
Darbara 30 Blain, Mayor	William W. Goldfinen IV, Wayor I to Tem				
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member				
Beth Helms, Council Member	Justin D. Jordan, Council Member				
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk				
First Reading:					
Final Reading:					



THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT §15-48-10, *ET SEQ.*, CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into and made effective as of the date this Agreement, which is the date that the Parties fully executed the Agreement as reflected on the signature page (the "Effective Date"), by and between The City of Conway, a political subdivision of the State of South Carolina (the "Seller") and Darren Smith and Cyndi Smith, (collectively, the "Buyer").

Seller and Buyer may be individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Seller is the owner of those certain tracts of land containing approximately .37 acres identified as Horry County PIN# 36701010061, PIN# 36701010060, and PIN# 36701010059 and 1.15 acres identified as PIN # 367-01-01-0052 (collectively, the "Seller's Land").

WHEREAS, Buyer desires to purchase a portion of the Seller's Land from Seller, and Seller desires to sell a portion of the Seller's Land to Buyer, as described below and on the terms and conditions set forth herein:

- a. Fee simple rights to the entirety of land containing approximately .37 acres identified as PIN# 36701010061, PIN# 36701010060, and PIN# 36701010059 being more fully described on the attached Exhibit A incorporated herein by reference ("Base Project Land").
- b. Fee simple rights to a portion of land identified as PIN # 367-01-01-0052, adjoining to the Base Project Land, running between the Existing Riverwalk tree line and the Base Project Land in the approximate location shown on the attached Exhibit A-1 incorporated herein by reference (the "Parking Land" and collectively with the Base Project Land, the "Land").
- c. A permanent exclusive easement right (subject to existing utility and drainage easements located thereon) for patio seating within that corner portion of the land identified as PIN# 367-01-01-0052 between the Land and the existing riverwalk and path in front of, and winding around, the Land along and from the Waccamaw River (the "Existing Riverwalk") as further shown on the attached Exhibit A-1 (the "Patio Easement").
- d. A permanent non-exclusive easement right over a portion of the Existing Riverwalk in the location reasonably approved by Seller to allow the Buyer to connect the Project improvements to be constructed on the Land to the Existing Riverwalk and make certain improvements to the Existing Riverwalk, as reasonably approved by Seller, so that pedestrians can enter such Project improvements directly from the Existing Riverwalk (the "Riverwalk Connector Easement").

Together with: (i) all improvements and fixtures located on the Land, including all buildings and other structures on the Land, all parking lots, walkways and other paved areas on the Land, any and all exterior shrubs, trees, plants and landscaping on the Land, to the extent same exists (collectively, the

"Improvements") and (ii) all easements, rights of way, hereditaments, appurtenances, and any and all other rights appurtenant to the Land and Improvements. The Land, Improvements, Appurtenant Easements, and such other property and rights described above are hereinafter collectively referred to as the "Property".

NOW THEREFORE, the Parties hereby agree that the aforementioned recitals are fully incorporated into this Agreement and as follows:

1. <u>Sale of the Property</u>. Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein. It is intended that the Property include all assets and property rights of Seller of every description associated with the Land, Improvements and other property rights referred to above and within this <u>Section 1</u>, all of which are included within the meaning of "**Property**" as that term is used herein.

2. Price and Payment, Closing, Conditions Precedent, Buyer's Assignment.

- 2.1. Purchase Price. The total purchase price for the Property is One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars in total, payable by Buyer to Seller at the Closing (as hereinafter defined), subject to adjustment as provided below in this Section 2.1, and further subject to the prorations and other credits provided for in this Agreement. Payment of the Purchase Price shall be paid to Seller at Closing by wire transfer or other mutually acceptable transfer of immediately available funds.
- 2.2. Earnest Money. Buyer shall deposit non-refundable earnest money in an amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars (the "Earnest Money") into escrow with Burr & Forman LLP ("Escrow Agent"), as hereinafter defined, within five (5) days of the Effective Date. If Closing (as hereinafter defined) shall occur, the Earnest Money deposit shall be credited to the Purchase Price, otherwise, the Earnest Money shall be disbursed per the terms of this Agreement.
- 2.3. Closing. The consummation of the transactions contemplated by this Agreement with respect to the Property (the "Closing") shall take place on or before the date that is thirty (30) days after the expiration of the Inspection Period, hereinafter defined (the "Closing Date"), at the offices of Buyer's attorney, Nelson Mullins, Attn: Zeb Thomas, 3751 Robert Grissom Parkway, Suite 300, Myrtle Beach, SC 29577, Tel. 843.946.5671 (the "Settlement Agent"), or such other place as is mutually agreeable to Buyer and Seller. TIME IS OF THE ESSENCE FOR THE DATE OF THE CLOSING. If Buyer desires to close before such latest closing date, Buyer and Seller hereby agree to close on such earlier date specified by Buyer provided that Buyer shall so notify Seller in writing at least ten (10) days prior to the earlier closing date specified by Buyer.

2.4. Due Diligence; Title and Survey; Environmental Audit.

2.4.1. Due Diligence.

(a) Buyer shall have one hundred eighty (180) days after the Effective Date ("Inspection Period") to investigate the Property and all matters deemed relevant by the Buyer to its acquisition, ownership and development of improvements thereon (the "Project") for use as a full service restaurant and other uses which may include residences, a restaurant catering business and/or other businesses compliant with applicable zoning, parking requirements and loading zones, as well as for improved space tied into the Existing Riverwalk (collectively, the "Intended Use"). During the Inspection Period, Buyer shall have the right to determine whether the Buyer's proposed purchase and development of the Project in accordance with its Intended Use is economical and otherwise feasible and to begin seeking Approvals for all or portions of the Project. The parties acknowledge and agree that Buyer may develop the Property in

one or more phases (the first or only phase being the "Initial Phase"). If Buyer elects to proceed with the Project in more than one phase, the Initial Phase is expected to include, at minimum, a full-service restaurant.

As the term is used herein, "Approvals" shall mean that all zoning or rezoning, site plan, variance and other governmental approvals and permits for the Property and Buyer's proposed development of the Project, as applicable have been received. Buyer is authorized, on Seller's behalf and at Buyer's expense, to apply for the Approvals. Seller agrees to sign and join in all such applications, consents and authorizations as may be necessary, helpful or otherwise to fully accommodate Buyer's attempt to obtain the Approvals, at no cost to Seller, and shall not unreasonably hinder or oppose Buyer's efforts to obtain approvals for such applications, consents and authorizations.

Buyer agrees to submit a preliminary conceptual plan for the Project to the Seller's community appearance board for its review within one hundred (120) days of the Effective Date.

- (b) Buyer shall conduct all such inspections, surveying, and other testing of the Property in a good and workmanlike manner. Buyer shall, at Buyer's expense, promptly repair any damage to the Property directly caused by Buyer's or Buyer's contractor's entry and on-site inspections. Buyer shall indemnify Seller for any damages, claims or liabilities incurred by Seller due to the conduct of Buyer or Buyer's agents, employees or contractors during the performance of such due diligence activities.
- (c) Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Inspection Period for any reason whatsoever or for no reason. If Buyer determines, in its sole discretion, that the Property is not suitable for the Project, or if Buyer is unsatisfied for any reason with the results of any test or studies performed, Buyer may, upon written notice delivered to Seller on or before the expiration of the Inspection Period, terminate this Agreement, in which event the Earnest Money shall be paid to the Buyer. If this Agreement is terminated pursuant to this Section, the Earnest Money shall be paid to the Buyer and neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Inspection Period, the Earnest Money shall immediately become non-refundable except in the event of a Permitted Termination (as hereafter defined).
- (d) Seller shall in good faith cooperate with Buyer in facilitating Buyer's investigation of the Property. Seller shall provide Buyer and its agents, employees or consultants with reasonable access to the Property at any time to inspect each and every part thereof and allow Buyer and its agents or consultants to contact all Parties which currently contract with Seller with respect to the Property. Seller shall facilitate reasonable access to any existing documents related to due diligence from previous interested Parties with the right of the Buyer to obtain copies thereof upon Buyer's request, at Buyer's expense.
- (e) Buyer shall have the right to obtain a commitment for an owner's policy of title insurance for the Property prior to the expiration of the Inspection Period and shall promptly deliver a copy of the same to Seller (as may be updated and amended, the "Title Commitment"), together with written notice to Seller of its acceptance of, or any objections which Buyer may have to any, matters of title disclosed thereby. Seller shall have a period of fifteen (15) days following receipt of Buyer's title objection notice within which to notify Buyer in writing that Seller shall either: (a) cause such objectionable matters to be satisfied and removed to the title company's satisfaction, and the Buyer's reasonable satisfaction, within thirty (30) days or enter into an agreement with Buyer to cause such items to be removed or cured at or prior to the Closing; or (b) decline or refuse to cure the objectionable matters. If Seller fails or refuses to undertake to cure any such objectionable matter within said fifteen (15) day period, then Buyer shall elect to either: (1) terminate this Agreement by giving written notice of such election to Seller, whereupon Buyer shall be entitled to be paid the Earnest Money, Buyer shall return to Seller all documents and reports

furnished to Buyer by Seller and all copies thereof made by Buyer (if any), and Buyer shall additionally provide to Seller, without any representation or warranty, which Buyer hereby fully disclaims, as to accuracy, completeness, or other characteristics, copies of all due diligence studies or reports obtained by Buyer pertaining to the Property (but excluding any engineering or architectural plans or specifications or other proprietary or confidential information) during the course of its investigations and inspections and the Parties shall have no further obligations to each other (except for those obligations which expressly survive the termination of this Agreement); or (2) waive the objections to title and/or survey and proceed with the Closing, in which case such objectionable matters, excluding Mandatory Cure Items, shall be deemed to constitute "Permitted Exceptions." Buyer shall notify Seller of its election pursuant to the immediately preceding sentence within fifteen (15) days after the earlier to occur of the following two events: (A) the receipt by Buyer of Seller's written notice that Seller declines or refuses to satisfy the objectionable matters (or any of them); or (B) the passage of the fifteen (15) day period during which Seller is permitted to respond with regard to objections. Notwithstanding anything contained herein to the contrary, under all circumstances and under all events, Seller agrees to cure, and the parties acknowledge that the Closing is contingent upon, the Seller curing all Mandatory Cure Items. For purposes of this Agreement, the term "Mandatory Cure Items" means all mortgages, liens, and other encumbrances of ascertainable amounts; leases; options to purchase and rights of first refusal encumbering the Property; any matters revealed by a lien search in connection with the Property with respect to unpaid utilities, unpaid taxes and special assessments, and other related matters; the satisfaction of all Schedule B-I requirements set forth in the Title Commitment applicable to Seller; and such documents necessary to delete from the Buyer's title policy (the "Title Policy") the standard pre-printed exceptions, other than the survey exceptions. To the extent revealed in the Buyer's Title Commitment at least 20 days prior to the Closing Date, Buyer shall provide notice to Seller twenty (20) days in advance of the Closing Date of any Mandatory Cure Items needed to be cured, and Seller shall have until the date of Closing to cure the Mandatory Cure Items. If as of the Closing Date, Seller has not cured any of the Mandatory Cure Items, then, Buyer shall, in Buyer's sole discretion, either: (A) terminate this Agreement and the Earnest Money shall be paid to the Buyer; (B) declare a Seller default and if not cured within the time permitted by this Agreement cure or satisfy such Mandatory Cure Items at Closing or following Closing and recover the cost thereof from the Seller or as a credit towards the Purchase Price in addition to pursuing any other remedies for such default permitted by this Agreement, or (C) proceed to the Closing without satisfaction of such Mandatory Cure Items, which such Mandatory Cure Items shall be deemed Permitted Exceptions.

2.4.2. Boundary Survey. During the Inspection Period, in addition to any other surveys of the Property that Buyer may elect to obtain, Buyer shall obtain a boundary survey (the "Boundary Survey") of the boundaries of the Land and the Patio Easement area substantially in accordance with second set of recitals and the drawing attached as Exhibit A-1 to be prepared by a surveyor registered and licensed in the State which may show such items, including without limitation, the Improvements, and otherwise be in such detail as Buyer shall determine. Buyer shall provide Seller with a copy of the Boundary Survey promptly following Buyer's receipt and approval thereof. Seller shall have the opportunity to object to the Boundary Survey and any particulars contained therein with written notice to Buyer delivered within fifteen (15) days from its receipt of such Boundary Survey. Should Seller fail to object to the Survey within such objection period, the Survey will be deemed approved by Seller. In the event of a timely made objection to the Boundary Survey by Seller, the parties will proceed diligently in good faith to resolve any differences and finalize a mutually approved Boundary Survey before the end of the Inspection Period. In the event Buyer terminates this Agreement prior to the end of the Inspection Period Seller has the option to reimburse Buyer for the out-of-pocket costs of such Boundary Survey. Upon its receipt of such reimbursement amount, Buyer shall assign its rights to the Boundary Survey to Seller for possible use in a subsequent sale of the Property by Seller. Nothing herein obligates the Seller to reimburse Buyer for its out-of-pocket costs of such the Boundary Survey. This section shall survive the termination of this Agreement.

- **2.4.3.** Title to the Property. At Closing, Seller shall deliver to Buyer the Deed and Seller executed counterpart to the Easement Agreement (as such terms are defined in Section 2.5.1), conveying to Buyer good, insurable fee simple title to the Property (excluding the Appurtenant Easements) and good, insurable easement title as to the Appurtenant Easements, subject only to the Permitted Exceptions as set forth in Section 2.4.1(e). Seller shall deliver such affidavits and other documentation as may be reasonably necessary to ensure that the Title Company can issue title insurance policy pursuant to the final Title Commitment.
- 2.4.5 <u>Easement Agreement</u>. Seller and Buyer shall negotiate in good faith and finalize within ninety (90) days of the Effective Date the form of an "Easement Agreement" setting forth the grant, terms, and conditions of the Appurtenant Easements and a maintenance and repair easement over the portion of Land shown on the attached <u>Exhibit A-2</u> incorporated herein by reference in favor of the Seller for the maintenance of the Existing Riverwalk (the "Riverwalk Maintenance Easement"). Buyer also agrees to re-establish any utility easements that originally burdened the Property for certain utility services to be provided to the Property.
- **2.4.6** <u>Post-Closing Development Agreement</u>. Seller and Buyer shall negotiate in good faith and finalize within ninety (90) days of the Effective Date the form of a post-closing development agreement ("Post-Closing Development Agreement") addressing the following terms.
- (a) The Buyer shall provide all lien waivers for the Project to the Seller within ten (10) days of receipt.
- (b) The Buyer shall be required to bond off or otherwise seek a release of any and all mechanic's liens in connection with the Project within thirty (30) days of receipt of written notice of the filing of the lien(s).
- (c) The Buyer shall submit for approval by the Seller's Community Appearance Board its plans and specifications for the Initial Phase of the Project within one (1) year of Closing (such plans and specifications and all amendments or revisions thereto being collectively, the "Plans").
- (d) The Seller shall provide water and sewer services to the footprint of the proposed buildings on Property at Seller's cost and expense. Standard city impact fees, including water and sewer tap fees, capital recovery fees, building permit fees, business license fees, and any other charges and fees, shall be paid by the Buyer to the Seller when due in the ordinary course of the development of the Property.
- (e) During its course of development of the Property and thereafter, Buyer shall construct and maintain at Buyer's expense at least twelve (12) parking spaces on the Property. Such parking spaces may or may not be located within a structure constructed on the Property. The deed to the Property shall contain a covenant/indenture whereby on behalf of itself, and its successors-in-title to the Property, for period of forty (40) years the Buyer agrees to maintain at least twelve (12) parking spaces on the Property and acknowledges and agrees that the Seller can hold up the issuance of building permits for the Property if its current and future site plans or building plans do not show at least 12 parking spaces on the Property. Should Buyer not proceed with the Project beyond the initial or only phase involving the completion of the full-service restaurant, the twelve (12) parking spaces shall be made available for use by the residents and visitors of the City of Conway on a non-exclusive basis with the patrons of such restaurant located on the Property until such time as the Buyer commences construction on the next phase of development of the Project at which point such spaces shall become private again for use by the owners of the Property and their invitees. Buyer shall not be required to provide such 12 parking spaces while construction is ongoing on the Property so long as they exist when construction is completed.

- (f) The Seller shall undertake parking and/or landscaping improvements, at Seller's cost and expense, to the remaining Seller owned surrounding property identified as PIN # 36701010052 (exclusive of the Parking Land). The Seller shall not be obligated to install said parking and/or landscaping until such improvements are necessary to accommodate viable business operation on the Property and said Property is being developed in accordance with the approved Plans and the Seller's Unified Development Ordinance as currently codified or as may be amended in the future, provided however, Buyer and Seller will consult each other on the timing of improvements and Seller will use commercially reasonable efforts to complete such parking and landscaping improvements prior to the opening of such business(es) on the Property (and if not completed, provide reasonable temporary parking accommodations for such businesses). The construction of the parking and/or installation of landscaping shall commence when construction of the Initial Phase of improvements on the Property is 75% complete, in the reasonable determination of the Seller and its building official in consultation with Buyer, conditioned upon the following: 1) Buyer is not in breach of the Post-Closing Development Agreement; 2) Buyer's site work on the Property has been sufficiently performed so as to allow the integration of elevations, drainage, and other engineering work between the Project improvements and the Seller's parking and landscaping improvements to the extent reasonably required. Buyer may elect, at its own expense, to further enhance or improve the parking and/or landscaping with the reasonable approval of the Seller. The parties understand, acknowledge and agree that the parking area will be owned by the Seller for public use and shall not be for the exclusive use of the Buyer, its tenants, or their invitees. Buyer also acknowledges that the Seller is not obligated to provide perpetual parking nor is Seller obligated to continue to use this portion of the property as parking in perpetuity.
- Subject to force majeure, (I) if Buyer does not commence construction of the Initial Phase of the Project within two (2) years of the Closing Date, or (II) if Substantial Completion of the Initial Phase does not occur within three (3) years from the date of commencement of construction of the Initial Phase (each being collectively, a "Triggering Event"), Seller shall have the right, at its sole option, to repurchase the Property (the "Repurchase Option") with such option to be incorporated with such other terms and conditions to be agreed upon by the parties in the Post-Closing Development Agreement. The purchase price under the Repurchase Option shall be the purchase price paid by the Buyer to Seller for the Property. Such Post-Closing Development Agreement shall also provide that at Buyer's request, Seller will agree to enter into an agreement between Seller, Buyer and Buyer's bona fide construction or development loan finance company ("Tri-Party Agreement") that subordinates the Seller's Repurchase Option for a reasonable period of time to allow such lender, at its option in the event of a Buyer default, to complete the unfished Initial Phase of the Project on such terms reasonably approved by the parties. The Repurchase Option shall be void and of no further force or effect immediately upon the issuance of certificate of occupancy for the Initial Phase of Project improvements (hereafter "Substantial Completion"). Seller may exercise its Repurchase Option by providing written notice to Buyer of such exercise consistent with the terms of the Post-Closing Development Agreement no later than ninety (90) days after the Triggering Event otherwise such option shall expire as to such Triggering Event.
- (h) Prior to Substantial Completion of the Project, Grantee shall not convey the Property to any other third party not owned in whole or in part by Darren Smith without first offering to sell the Property to Seller (Seller's "Right of First Refusal") for a purchase price equal to the purchase price as set forth in a fully executed written bona fide third-party contract. Any third-party purchaser of the Property from Buyer shall be bound by the terms of the Post-Closing Development Agreement. Further, such future use of the Property shall be consistent with the Intended Use.
- (i) In the Post-Closing Development Agreement Seller will grant Buyer, its successor and assigns to the Property, an annual option to lease between 0-25 parking spaces in a parking garage that may be hereafter completed or sponsored by Seller in the vicinity of the Property for an annual fee equal to not more than the most preferred lease rate charged by the parking garage owner to a third-parties not

controlled by, or under common control with, the parking garage owner or the Seller. Nothing herein nor in the Post-Closing Development Agreement shall obligate the Seller to build a parking garage.

- (j) Once the final form of the Post-Closing Development Agreement is agreed upon by the parties, the terms and conditions of this <u>Section 2.4.6</u> shall be incorporated and merged into such agreed upon form of Post-Closing Development Agreement so that upon the execution and delivery of the Post-Closing Development Agreement at Closing in accordance with the Agreement, the terms and conditions set forth therein shall control and survive the Closing.
- (h) The Development Agreement shall require the Buyer to erect silt fencing and to take such other standard construction precautions to prevent damage to the Crepe Myrtle trees along the riverwalk adjoining the Property.

2.5. Closing.

- 2.5.1. <u>Seller's Deliveries at Closing</u>. At the Closing, Seller shall deliver to Buyer: (i) a limited warranty deed (the "Deed") conveying insurable fee simple title to such of the Property (but excluding the Appurtenant Easements) as constitutes real property and is capable of being transferred by deed, free and clear of any lien, encumbrance, or exception other than the Permitted Exceptions; (ii) the Easement Agreement conveying insurable easement title to the Appurtenant Easements; (iii) a closing statement setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller; (iv) the Post-Closing Development Agreement; and (v) any other documents reasonably required or customary for closings of the sale of commercial real estate in South Carolina and such other customary documents as are reasonably required by Buyer's title insurer including evidence of authority of .
- 2.5.2. <u>Buyer's Deliveries at Closing</u>. At the Closing, Buyer shall deliver to Seller (i) the Easement Agreement; (ii) the Post-Closing Development Agreement; (iii) the Purchase Price, less credits and prorations provided for in this Agreement, (iv) a closing statement duly executed by Buyer, setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller, and (iv) any other documents reasonably required or customary for closings of the sale of commercial real estate in South Carolina.

2.6. Closing Expenses and Costs.

- **2.6.1.** Seller's Costs. Seller shall pay the following:
- (a) Cost of preparation of the Deed; and
- (b) Its proportionate share of the expenses to be prorated as set forth in this Agreement.
- **2.6.2.** Buyer's Costs. Buyer shall pay the following:
- (a) Buyer's costs of obtaining the Boundary Survey and any other surveys, Title Commitment and Title Policy and environmental audit and other due diligence reports;
 - (b) Its proportionate share of the expenses to be prorated as set forth in this Agreement;
- (c) All documentary transfer taxes, or other fees levied by state or local authorities on the Deed and Easement Agreement or in connection with the Closing and transfer of title, including without limitation, the Deed Recording Fee set forth in SC Code Ann. Section 12-21-10 et seq.; and

- (d) All deferred or rollback taxes, if any, that: (i) are currently due; (ii) will become due as a result of the conveyance of the Property to Buyer; or (iii) will become due upon the change in the use of the Property from its current use to the Buyer's Intended Use.
- **2.6.3.** Other Expenses. Except as otherwise provided herein, each Party hereto agrees to bear its own expenses, including but not limited to, travel, attorneys' and advisors' fees.
- **2.7.** Buyer's Right of Assignment. Buyer shall not assign its right, title and interest under this Agreement without Seller's prior written consent, except that Buyer shall have a right to assign this Agreement to an entity owned in whole or in part by Darren Smith or his wholly owned affiliate. Upon the assumption of this Agreement by the permitted assignee, Buyer shall be released from all obligations hereunder.
- 3. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which shall be true and correct to the best of Seller's knowledge and belief as of the Effective Date and as of the date of Closing:
- 3.1. No Adverse Interest in Property. To the best of Seller's knowledge and belief, Seller has not granted to any person or entity other than Buyer, nor does any person or entity other than Buyer and Seller have, any right, title or interest in or to the Property or any portion thereof. Seller has not entered into any leases, service contracts or rental agreements with respect to any of the Property except as disclosed in writing to Buyer.
- 3.2. <u>Seller's Authorization.</u> Seller is a body politic of the State of South Carolina and has full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all transactions (including the execution and delivery of all documents) required of Seller for the performance of this Agreement, including conveyance of the Property to Buyer. Seller's City Council has finally adopted an ordinance authorizing the sale and conveyance of the Property which vests the Seller's City Administrator with full power and authority to cause the Seller to enter into this Agreement and bind the Seller pursuant to terms set forth herein and in the Closing documents.
- 3.3 No Conflict. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, any law, judgment, ruling, regulation, or agreement to which Seller is bound.
- OTHER THAN THE SPECIFIC REPRESENTATIONS AND AS IS SALE. 3.4 WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR INCLUDING, BUT NOT LIMITED PROMISES REGARDING THE PROPERTY, WARRANTIES OR PROMISES AS TO THE PHYSICAL REPRESENTATIONS, ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING BUYER AGREES THAT NO SUCH TO THE PROPERTY OR ITS SALE TO BUYER. REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS WHERE IS." BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY BUYER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS,

WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

- 4. <u>Representations and Warranties of Buyer</u>. Buyer hereby makes the following representations and warranties to Seller, all of which shall be true and correct as of the Effective Date and as of the date of the Closing:
- 4.1. <u>Buyer Authorizations</u>. Buyer, or its permitted assignee, is a South Carolina resident or limited liability company, duly organized and validly existing in the State of South Carolina. Buyer has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. Buyer's performance of this Agreement and the transaction contemplated hereby have been duly authorized by all requisite action on the part of Buyer and the individuals executing this Agreement and the documents contemplated hereby on behalf of Buyer have full power and authority to legally bind Buyer.
- 4.2. No Conflict. This Agreement has been duly and properly executed on behalf of Buyer, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Buyer is a party or by which Buyer is bound.
- engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Seller represents and warrants to Buyer that Seller has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Buyer shall pay any commissions due to Buyer's agent if any, and Seller shall pay any commissions due to Seller's agent if any. In the event of any claims for brokers', agents' or finders' fees or commissions by any person or entity against Buyer in connection with the negotiation, execution or consummation of this Agreement, Buyer shall indemnify, hold harmless and defend Seller from and against such claim, including without limitation reasonable attorneys' fees and costs.
- 6. Prorations. Ad valorem taxes (if any), utility charges and other income and expenses relating to the Property shall be prorated as of the date of Closing in the manner customary under the laws of the State, based upon actual days involved. To the extent that the actual amounts of such charges, expenses, and income referred to in this section are unavailable at the date of Closing, the closing statement(s) shall be based upon estimated amounts, and an adjustment of these items shall be made upon the request by either Party to this Agreement within thirty (30) days after the date of Closing (or such longer time if reasonably necessary to determine the actual amounts).
- 7. <u>Possession</u>. Seller shall deliver full possession of the Property to Buyer at Closing, subject only to the Permitted Exceptions.
- 8. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the Closing occurs. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and the date of Closing. If, prior to the date of Closing, there shall occur damage to the Property caused by fire or other casualty, then Buyer may at its option terminate this Agreement by notice to Seller within twenty (20) business days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and such termination shall be deemed a Permitted Termination under this Agreement. If Buyer does not elect to terminate this Agreement, then the Closing

shall take place as provided herein, Seller shall assign to Buyer all rights to insurance proceeds and claims available as a result of such destruction or damage, Seller shall pay to Buyer at Closing the applicable deductible amount under Seller's insurance policies, and Buyer shall purchase the Property subject to such destruction or damage.

Qualifier of the Property are threatened or initiated prior to the date of Closing, Seller shall promptly provide notice of the same to Buyer. Buyer may, at its option, (a) terminate this Agreement by notifying Seller in writing within twenty (20) business days after Buyer first is advised of such proceedings, and such termination shall be deemed a Permitted Termination under this Agreement; or (b) elect to consummate the transaction provided for herein, in which event Seller shall, at the Closing, assign to Buyer all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding. In the event Buyer elects to consummate the transactions provided for herein, Buyer shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided, however, that Buyer shall have the right to finally approve any agreement with the condemning authority.

10. Termination, Default and Remedies.

10.1. <u>Permitted Termination</u>. If this Agreement is terminated by Buyer pursuant to a right given it to do so hereunder (herein referred to as a "**Permitted Termination**"), the Earnest Money shall be paid to the Buyer, and this Agreement shall thereafter be null and void.

10.2. Default by Seller.

- (a) Seller shall be in default hereunder if any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect when made or at the Closing; or if Seller shall fail or refuse to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.
- (b) In the event of a default by Seller hereunder for any reason other than a default by Buyer hereunder and Seller shall not have cured such default within seven (7) days after notice of such default from Buyer, Buyer may, at Buyer's sole option, do any of the following as its sole and exclusive remedies for such default:
 - (i) waive the default and proceed with Closing;
- (ii) terminate this Agreement by written notice delivered to Seller at or prior to the Closing and upon receipt of such notice, this Agreement shall terminate and thereafter become null and void and the Earnest Money shall be paid to the Buyer and Seller will reimburse the Buyer for its out-of-pocket third party costs incurred in entering into this Agreement and inspecting the Property and obtaining its Approvals including any survey, engineering and other profession fees, title inspection costs, and attorneys' fees; or
 - (iii) enforce specific performance of this Agreement.

10.3. Default by Buyer.

(a) Buyer shall be in default hereunder if any of Buyer's warranties or representations set forth herein are untrue or inaccurate in any material respect when made or at the Closing; or if Buyer shall fail

or refuse to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.

- (b) In the event of a default by Buyer hereunder for any reason other than a default by Seller hereunder and Buyer shall not have cured such default within seven (7) days after notice of such default from Seller, Seller may, at Seller's sole option, do any of the following as its sole and exclusive remedies for such default:
 - (i) waive the default and proceed with Closing; or
- (ii) terminate this Agreement by written notice delivered to Buyer at or prior to the Closing and upon receipt of such notice, this Agreement shall terminate and thereafter become null and void and the Earnest Money shall be paid to the Seller and Buyer will reimburse the Seller for its out-of-pocket third party costs incurred in entering into this Agreement including any attorney's fees and costs.

11. Miscellaneous.

11.1. Notices. All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered or by Federal Express or other regularly scheduled overnight courier, properly addressed and with the full postage prepaid or by email with a copy personally delivered or sent by Federal Express or other regularly scheduled overnight courier for overnight delivery by the next business day, properly addressed and with the full postage prepaid, on or before the next business day. Said Notices shall be deemed received and effective as of the time and date on which such Notice is postmarked (or, in the case of fax or email, as of the time and date transmitted and confirmed by the sender's fax machine or email server). A copy of all Notices delivered pursuant to this Agreement shall simultaneously be sent to the Title Company.

Said Notices shall be sent to the Parties hereto at the following addresses, unless otherwise notified in writing:

To Seller:

City of Conway, South Carolina

229 Main Street Conway, SC 29526

Attn: Adam Emrick, City Administrator Email: aemrick@cityofconway.com

With Copy to:

Burr & Forman LLP

2411 Oak Street, Suite 206 Myrtle Beach, SC 29577 Attn: Bhumi A. Patel Email: bpatel@burr.com

To Buyer:

Darren and Cyndi Smith

609 Beaty Street Conway, SC 29526

Email: dlsmithllll@icloud.com

With Copy to:

Nelson Mullins Riley & Scarborough L.L.P.

3751 Robert Grissom Parkway, Suite 300

Myrtle Beach, SC 29577

Attn: Zeb M. Thomas

Email: zeb.thomas@nelsonmullins.com

To Escrow Agent: Burr & Forman LLP

2411 Oak Street, Suite 206 Myrtle Beach, SC 29577 Attn: Bhumi A. Patel Email: bpatel@burr.com

11.3. Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the Parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the Parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by both Parties or as otherwise permitted herein.

11.4. Choice of Law; Arbitration; Attorneys' Fees.

- (a) This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of South Carolina.
- (b) In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party its legal fees and costs incurred in the action, including all costs and fees incurred in preparation, filing, and prosecution of the action at the trial and appellate levels, in bankruptcy proceedings, and in post-judgment collection proceedings. As used herein, the term "prevailing party" shall mean, as to each claim or counterclaim (i) the claimant, in the case of an order affirming an alleged default; or (ii) the party against whom the claim has been asserted, in the case of an order denying the claim or counterclaim. This Section shall survive Closing and termination of this Agreement.
- (c) The parties agree that ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY WARRANTIES (EXPRESS OR IMPLIED) ARISING UNDER THIS AGREEMENT, ANY WORK PERFORMED UNDER THIS AGREEMENT, OR ANY OTHER DEALINGS BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION HELD IN HORRY COUNTY, SOUTH CAROLINA, AND CONDUCTED IN ACCORDANCE WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. BINDING ARBITRATION SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PARTIES REGARDLESS OF WHETHER ANY DISPUTE, CLAIM, OR CONTROVERSY IS EXPRESSED IN TERMS OF AGREEMENT, WARRANTY, TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY THEORY. Notwithstanding §15-48-30 (which specifies the use of three arbitrators), the parties will use a single, unbiased arbitrator to decide all matters in dispute, and if the parties are unable to agree on an arbitrator, then either party may petition the Horry County Circuit Court to appoint an arbitrator.

The decision and award of the arbitrator shall be binding and conclusive, and judgment in conformity with the decision and award may be entered and enforced in any court of competent jurisdiction. Any issue as to whether a dispute, claim, or controversy is subject to this arbitration requirement shall be decided by the arbitrator. The prevailing party shall be entitled to an award of attorney's fees, costs, and any other out-of-pocket expenses (including expert witness fees and arbitrator's fees) reasonably and necessarily incurred by the party.

- 11.5. <u>Successors</u>. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the Parties hereto.
- 11.6. <u>Waiver</u>. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party hereto except on the basis of a written instrument executed by or on behalf of such Party.
- 11.7. <u>Further Actions</u>. Buyer and Seller agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.
- 11.8. <u>Method of Execution:</u> <u>Counterparts.</u> Seller and Buyer may deliver executed signature pages to this Agreement by facsimile transmission or PDF via email to the other Party, which facsimile or PDF copy shall be deemed to be an original executed signature page. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.
- 11.9. <u>Survival</u>. The representations, warranties and agreements set forth in this Agreement shall survive the Closing and shall not be merged into the Deed or instruments of conveyance or any of the other documents or instruments executed or delivered at or after the time of Closing pursuant to or by any reason of this Agreement.
- 11.10. <u>Rule of Construction</u>. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.
- 11.11. <u>Timing.</u> For purposes of this Agreement, any deadline falling on a day other than a business day shall be automatically extended to the next business day. For the purposes of this Agreement, the term "business day" means any day other than Saturday, Sunday, any federal legal holiday, or any day on which banking institutions in the county in which the Property is located, are obligated or authorized by law to close for the normal conduct of banking business.
- 11.12 Escrow Agent. In performing its duties as Escrow Agent and holding the Earnest Money as provided in this Agreement, the Escrow Agent shall not incur any liability to anyone for damages, losses or expenses, except for willful default or breach of trust and it shall not incur any such liability with respect to (a) any action taken or omitted in good faith, or (b) to any action taken or omitted in reliance upon any instrument, including written notice or instructions provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal proceedings as it deems appropriate, and thereupon the discharge from all further duties and liabilities under this Agreement. Any such legal action shall be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. All costs of such proceedings, together with any reasonable attorney's fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceeding. Purchaser acknowledges that the Escrow Agent is the law

firm representing the Seller and agrees that Escrow Agent may represent the Seller in any litigation between the parties arising out of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[SELLER SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF each of the undersigned have caused this Agreement to be executed under seal on its behalf by its officers or agents thereunto duly authorized effective as of the later of the dates indicated below.

SELLER:

City of Conway, a political subdivision of the State of South Carolina

By:

(SEAL)

Name:

Date:

[BUYER SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

BUYER:

_DocuSigned by:

Magnetos Barren Smith

Signed by:

Cyndi Smith — Sterescon 40 Ccyardi Smith

Date: 9/23/2024

[ESCROW AGENT JOINDER TO PURCHASE AND SALE AGREEMENT]

ACKNOWLEDGMENT OF ESCROW AGENT:

Escrow Agent executes this Agreement for the sole purpose of acknowledging the escrow provisions contained herein. Escrow Agent's signature is not required to create a binding and bilateral (between Seller and Buyer) agreement nor to amend this Agreement.

Burr & Forman LLP

By:	
Name:	
Date:	

Exhibit A

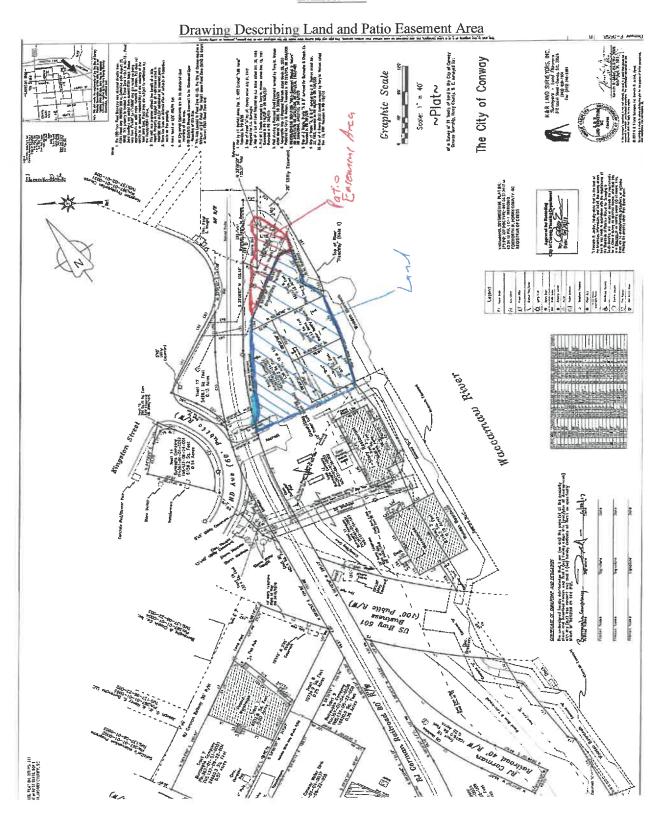
Description of Base Project Land

ALL AND SINGULAR, all those certain pieces, parcels or tracts of land lying and being situate in the City of Conway, Horry County, South Carolina, being further shown and designated as Tract 4 consisting of 0.12 of an acre, Tract 5 consisting of 0.13 of an acre, and Tract 6 consisting of 0.12 of an acre, on that certain Plat entitled "Plat of a Survey of 21 Tracts of Land in the City of Conway, Conway Township, Horry County, S.C. surveyed for the City of Conway", said plat being prepared by K&R Land Surveyors, Inc. on April 21, 2017, and recorded June 27, 2017 in Plat Book 275 at Page 337, in the office of the Register of Deeds for Horry County, South Carolina.

This being a portion of the property conveyed to Burroughs Company, a South Carolina Corporation by deed of Burroughs Timber Company, a South Carolina Corporation, dated April 27, 1978 and recorded April 28, 1978 in deed Book 609 at Page 591 in the office of the Register of Deeds for Horry County, South Carolina.

PIN# 36701010061, PIN# 36701010060, and PIN# 36701010059

Exhibit A-1



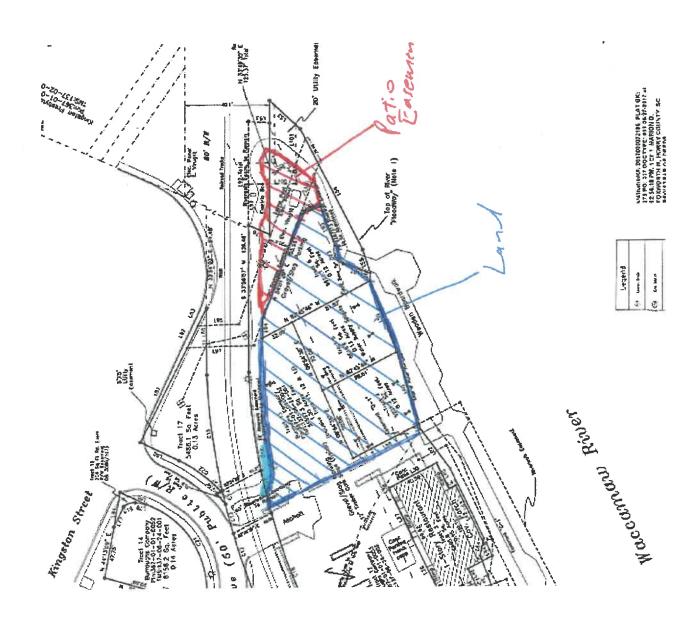
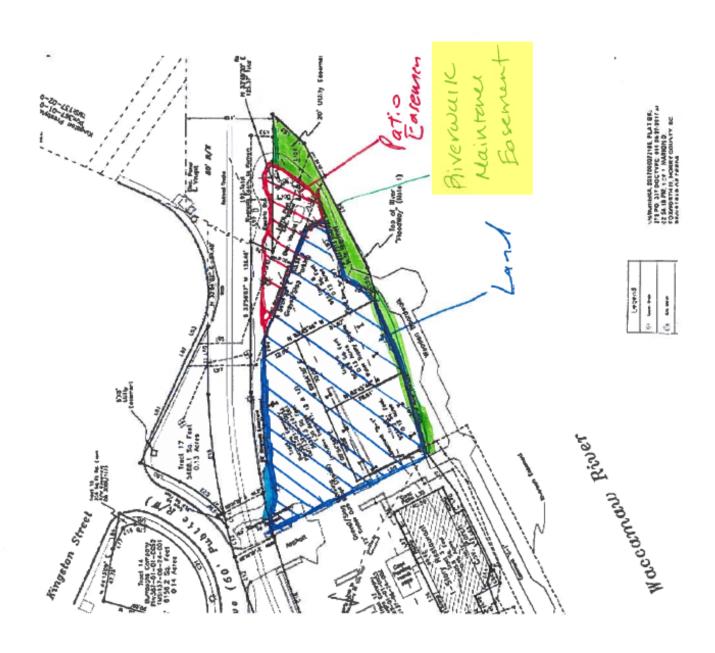


Exhibit A-2

Description of Riverwalk Maintenance Easement Area

[To be provided by Seller]





STAFF REPORT/ISSUE PAPER

COUNCIL MTG DATE: August 4, 2025	AGENDA ITEM: V.B.	
ORDINANCE: #ZA2025-09-02 (A)	AGENDA SECTION: First Reading(s)	
ISSUE: Petition to annex approximately +/-0.35 acres of property located at 152 Lander Drive		
APPLICANT(S): Andrew & Carrie LoMonaco	PIN(s): 383-15-01-0046	
CURRENT ZONING: Horry County Residential, no mobile	PROPOSED ZONING (upon annexation):	
homes allowed (SF10)	Low/Medium-Density Residential (R-1)	

BACKGROUND: The property was transferred to the current owners in May of 2024. It is unknown as to why annexation has not been required until now; however, in instances where property receives city utilities and is contiguous to the city limits, annexation must be requested at the time services are requested. If the property is not yet contiguous at the time in which city services are requested, a restrictive covenant is *typically* required to be recorded, which bounds current and future owners to annexation requirements should the property become contiguous in the future. The legal residence of the current owners is not a local address.

The property is located within the Coastal Heights subdivision. The abutting property was annexed in 2018 and property directly across the road was annexed in 2013, making this property contiguous.

There are 3 other lots on Lander Drive that are within the City limits and 20 other lots on Clemson Rd that have been annexed into the City, to date; all of which are within the Coastal Heights subdivision.

SURROUNDING USES/ZONING: The Coastal Heights subdivision is a single-family neighborhood, containing single-family detached dwellings on roughly quarter-acre parcels. The CCU Hackler Course abuts the homes within the subdivision, which is not in the city limits.

COMPREHENSIVE PLAN / FUTURE LAND USE MAP: The City's future land use map identifies the property as Low/Medium-Density Residential (R-1). Per Section 3.2.3 of the UDO, the intent of the low/medium-density residential 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.

PLANNING COMMISSION RECOMMENDATION: PENDING	DATE OF PUBLIC HEARING:
Planning Commission is scheduled to consider the proposed	Scheduled August 7, 2025
zoning upon annexation at their August 7 th mtg.	

TRC RECOMMENDATION / COMMENTS (if applicable): None

RECOMMENDED ACTION:

Approve first reading of ordinance to annex subject property and refer to Planning Commission for consideration of the requested zoning upon annexation.

ATTACHMENTS: GIS Maps; Annexation petition

ORDINANCE #ZA2025-09-02 (A)

AN ORDINANCE TO ANNEX INTO THE CITY LIMITS OF CONWAY, APPROXIMATELY 0.35+/- ACRES OF PROPERTY, IDENTIFIED BY PIN: 383-15-01-0046 AND LOCATED AT 152 LANDER DRIVE TO INCLUDE ALL WATERWAYS, ROADS, AND RIGHTS-OF-WAY ADJACENT TO THE PROPERTY.

SECTION 1. FINDINGS OF FACTS:

- **WHEREAS,** Section § 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property into a city or town by a petition signed by all persons owning real estate in the area requesting annexation; and
- WHEREAS, A proper petition has been filed with the City of Conway by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the City of Conway under the provisions of SC Code of Laws, Section § 5-3-150(3); and
- **WHEREAS,** The area comprising said property is contiguous to the City of Conway and meets all statutory requirements for annexation; and
- **WHEREAS,** It appears to City Council that annexation would be in the best interest of property owners and the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Conway, South Carolina, duly assembled and with authority of same, pursuant to Section § 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the City of Conway, to wit:

Approximately 0.35+/- acres of property identified by PIN: 383-15-01-0046 and located at 152 Lander Drive.

Upon annexation, the property shall become subject to the City's jurisdiction for the rendition of all applicable municipal services. 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(s).

SECTION 2. APPLICATION OF ZONING:

The official zoning map of the City of Conway shall be amended by separate ordinance following Planning Commission review and recommendation in accordance with S.C. Code § 6-29-760.

SECTION 3. EFFECTIVE DATE:

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

RATIFIED BY CITY COUNCIL, duly a	ssembled, this day of, 2025.
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	



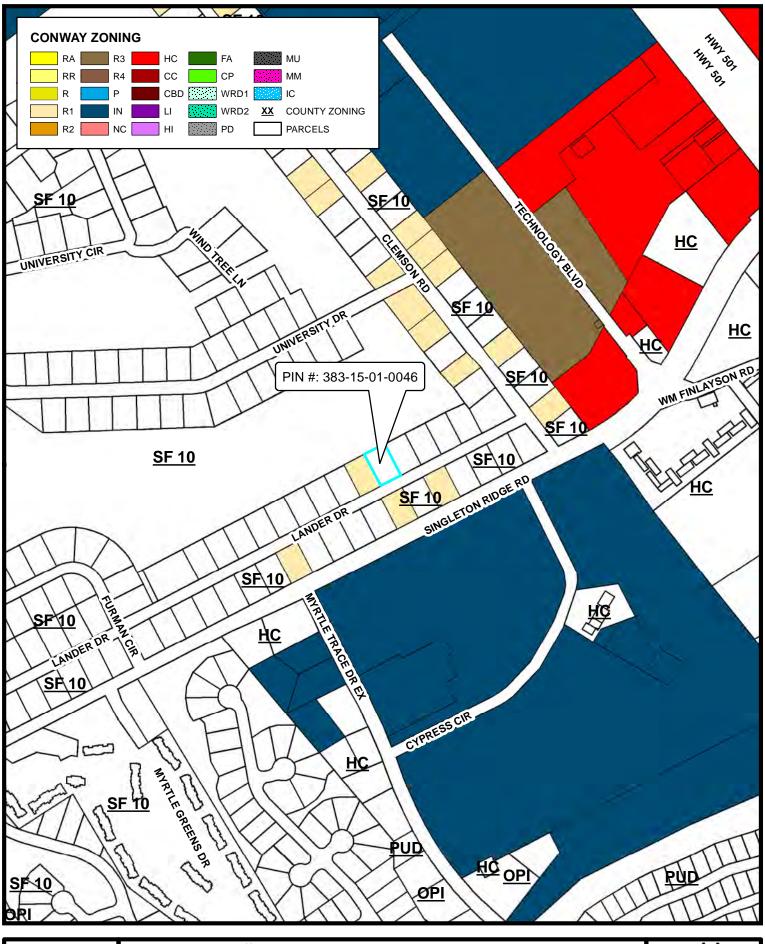




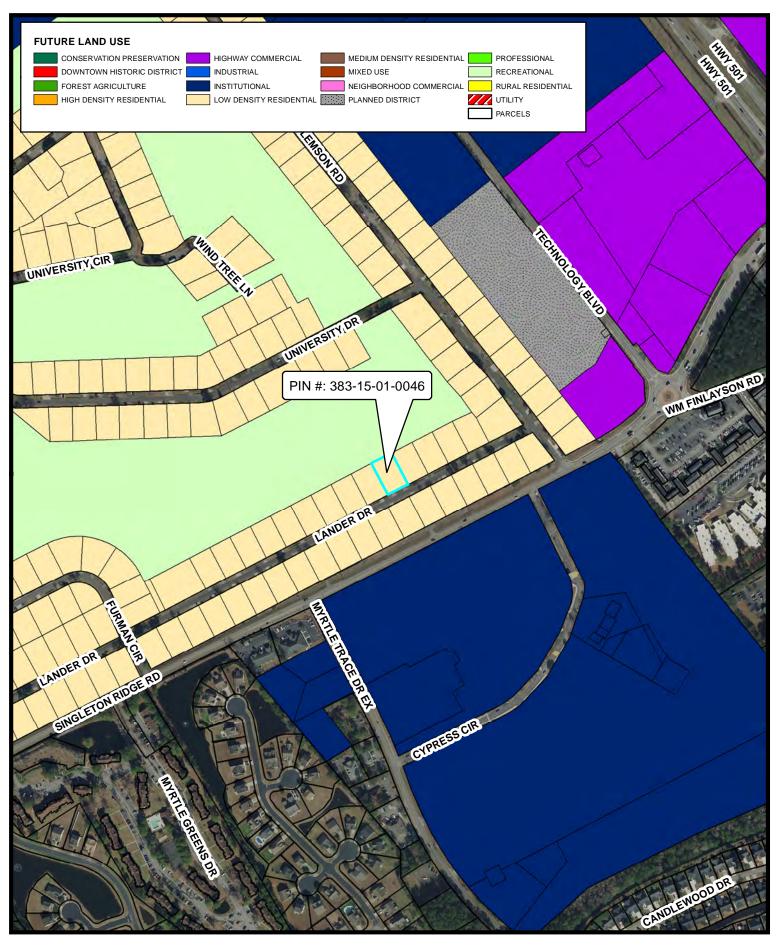












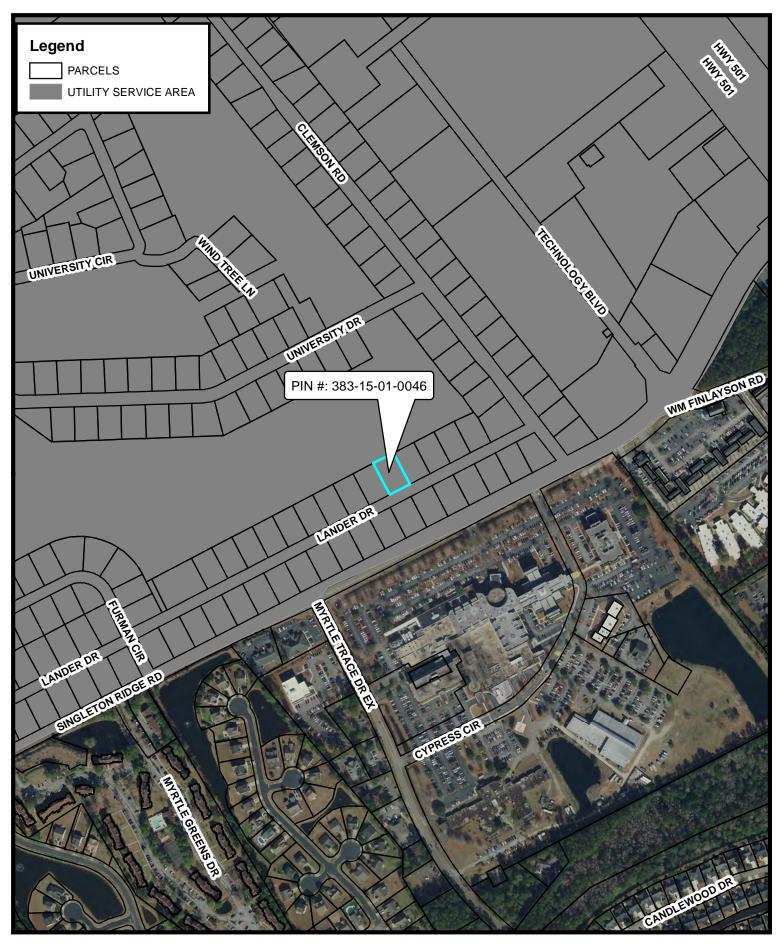


















PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	-

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA COUNTY OF HORRY)	PETITION FOR ANNEXATION
TO THE HONORABLE MAYOR A	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	SION: COASTAL HEIGHTS T	R-I; LT 12 BL C
PIN: 38315010046	ACREAGE: 0.35	
PROPERTY ADDRESS: 152 La	nder Drive Conway	
PROPERTY OWNER MAILING AD		
PROPERTY OWNER TELEPHONE		
PROPERTY OWNER EMAIL:		
APPLICANT: Carrie LoMon	aco	
APPLICANT'S EMAIL:		
IS THE APPLICANT THE PROPER	TY OWNER? CIRCLE: YES	NO
IF NOT: PLEASE INCLUDE A LE RESPONSIBILITY TO THE APPLIC PROPERTY OWNERS (Attach addit	CANT.	ORNEY FROM THE OWNER ADDIGNING
,	•,	DATE:
(Print)	(Signature)	
		DATE:
(Print)	(Signature)	



PETITION FOR ANNEXATION

Staff Use Only	
Received:	4
BS&A #:	-

Is there a structure on the lot: YES Structure Type: STICK BUILD HOUSE
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 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 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
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: 152 Lander	r Drive _{FEE PAID()YES()NO}
AREA OF SUBJECT PROPERTY (ACREAGE): 0.35	PIN: 38315010046
CURRENT ZONING CLASSIFICATION: SF 10	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: R1	
requested zoning classification: R1	
NAME OF PROPERTY OWNER(S):	
Carrie LoMonaco	PHONE #
Andrew LoMonaco	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
****************	*****************
I (we) the owner(s) do hereby certify that all Amendment Application is correct.	I information presented in this Zoning Map
Carrie LoMonaco	07/03/2025
PROPERTY OWNER'S SIGNATURE(S)	DATE
Andrew LoMonaco	07/03/2025
PROPERTY OWNER'S SIGNATURE(S)	DATE

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



STAFF REPORT/ISSUE PAPER

COUNCIL MTG DATE: August 4, 2025	AGENDA ITEM: V.C.	
ORDINANCE: #ZA2025-09-02 (B)	AGENDA SECTION: First Reading(s)	
ISSUE: Petition to annex approximately +/-110.25 acres of property located off East Cox Ferry Rd,		
known as the Conway Plantation Mobile Home Park.		
APPLICANT(S): Pierre Molster; Tome Tomaj	PIN(s): 366-00-00-0020	
CURRENT ZONING: Horry County Mobile Home Park (MHP)	PROPOSED ZONING (upon annexation):	
CORRENT ZONING. Horry County Mobile Horne Park (MITP)	Low-Density Residential (R)	

BACKGROUND: The property was sold in May of this year. As such, the new property owners, as a condition of receiving city utilities, is required to request annexation.

County land records indicate that restrictive covenants for one of the home sites within Conway Plantation were filed in 2006, making the entire property subject to annexation, as restrictive covenants run with the land.

According to GIS, there are 307 addresses within Conway Plantation, which may not all be home sites; however, there are at least 300 home sites according to County land records, and the entire property, if annexed, would become legal nonconforming immediately upon annexation, as the City does not have a district that allows for mobile home parks or manufactured housing. This would limit the property owner's ability to expand, should they choose to do so in the future, a use that is permissible under the current county zoning of MHP.

SURROUNDING USES/ZONING: East Cox Ferry Rd contains a mixture of industrial, high-density residential and medium-density residential uses. The Coastal Point West development, a single-family subdivision located across from the subject property, while in the city limits, Coastal Point West residents do not receive city utility services. A multifamily development, formerly known as the Bellamy (student housing), was developed in the city following annexation of the property in 2017. The Commerce Plaza Industrial Park is also located on E. Cox Ferry Rd, in close proximity to the subject property.

COMPREHENSIVE PLAN / FUTURE LAND USE MAP: The City's future land use map identifies the property as Medium-Density Residential. Per *Section 3.2.4* of the UDO, the intent of the medium-density residential district is to provide areas for medium density attached, detached, semi-attached and multifamily residential development in the City of Conway, and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the district.

PLANNING COMMISSION RECOMMENDATION: PENDING	DATE OF PUBLIC HEARING:
Planning Commission is scheduled to consider the proposed	Scheduled August 7, 2025
zoning upon annexation at their August 7 th mtg.	



STAFF REPORT/ISSUE PAPER

TRC RECOMMENDATION / COMMENTS (if applicable):

FIRE: *Opposed to annexation*. Tight roadways and on street parking make this neighborhood difficult to access at times with Fire apparatus, and speed calming devices throughout make response times longer for residents in the rear.

POLICE: *Opposed to annexation*. If the roads inside the MHP are not public, city police have no enforcement authority, except in cases of DUI, reckless driving, and DUS. Other City ordinances, such as solicitation, ATV usage, golf cart use, etc., may not be enforceable (unless roads were made to be dedicated to the City, thereby making them public).

SOLID WASTE: *Opposed to annexation*. Sanitation trucks will have a difficult time trying to service the neighborhood. The roads are too narrow for the trucks and the weight of the trucks will destroy the roads. There is nowhere for the trucks to safely turn around.

PUBLIC WORKS (Stormwater): *Opposed to annexation*. The existing rights-of-way do not meet City standards. Roadways would need to be improved at a minimum. This would also put a huge strain on stormwater staff, as the city has very little stormwater infrastructure on the east side of the Waccamaw River, which is outdated and requires upgrades.

RECOMMENDED ACTION:

Disapprove first reading of ordinance to annex the subject property, citing the concerns of City staff.

ATTACHMENTS: GIS maps; Annexation Petition

ORDINANCE #ZA2025-09-02 (B)

AN ORDINANCE TO ANNEX INTO THE CITY LIMITS OF CONWAY, APPROXIMATELY 110.25+/- ACRES OF PROPERTY, IDENTIFIED BY PIN: 366-00-00-0020 AND LOCATED OFF EAST COX FERRY RD (903 OLD MAGNOLIA DR. – CONWAY PLANTATION MHP), TO INCLUDE ALL WATERWAYS, ROADS, AND RIGHTS-OF-WAY ADJACENT TO THE PROPERTY.

SECTION 1. FINDINGS OF FACTS:

- **WHEREAS,** Section § 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property into a city or town by a petition signed by all persons owning real estate in the area requesting annexation; and
- WHEREAS, A proper petition has been filed with the City of Conway by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the City of Conway under the provisions of SC Code of Laws, Section § 5-3-150(3); and
- **WHEREAS,** The area comprising said property is contiguous to the City of Conway and meets all statutory requirements for annexation; and
- **WHEREAS,** It appears to City Council that annexation would be in the best interest of property owners and the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Conway, South Carolina, duly assembled and with authority of same, pursuant to Section § 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the City of Conway, to wit:

Approximately 110.25+/- acres of property identified by PIN: 366-00-00-0020 and located off East Cox Ferry Rd (903 Old Magnolia Dr., Conway Plantation MHP).

Upon annexation, the property shall become subject to the City's jurisdiction for the rendition of all applicable municipal services. 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(s).

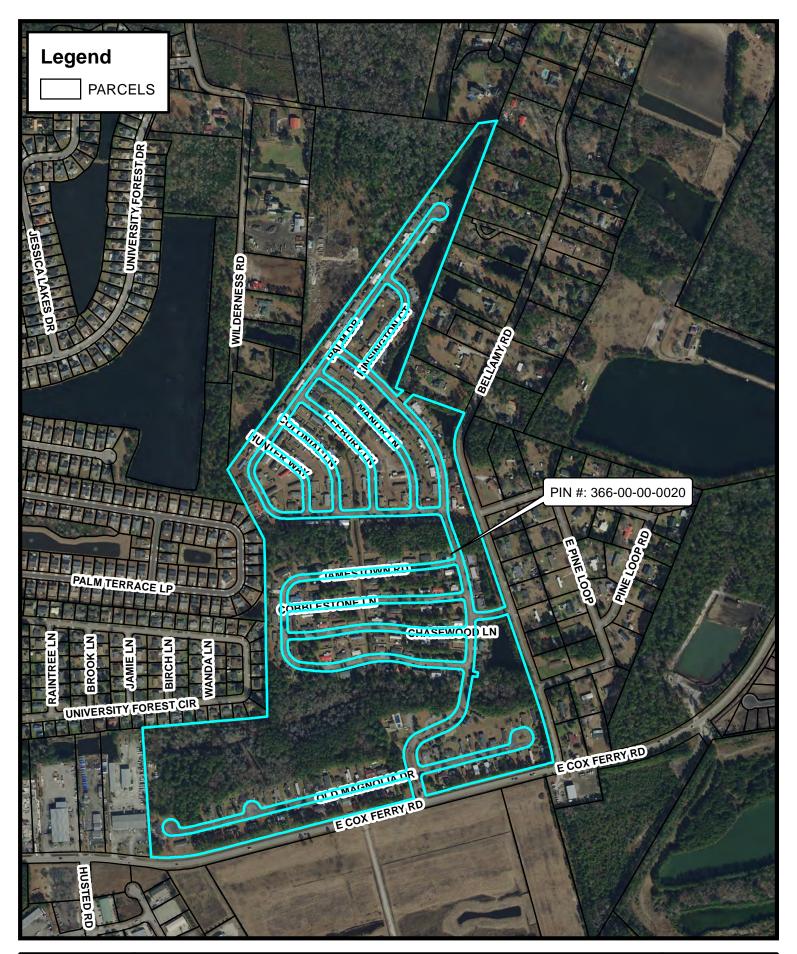
SECTION 2. APPLICATION OF ZONING:

The official zoning map of the City of Conway shall be amended by separate ordinance following Planning Commission review and recommendation in accordance with S.C. Code § 6-29-760.

SECTION 3. EFFECTIVE DATE:

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

RATIFIED BY CITY COUNCIL, duly a	assembled, this day of, 2025.	
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem	
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member	
Beth Helms, Council Member	Justin D. Jordan, Council Member	
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk	
First Reading:		
Final Reading:		



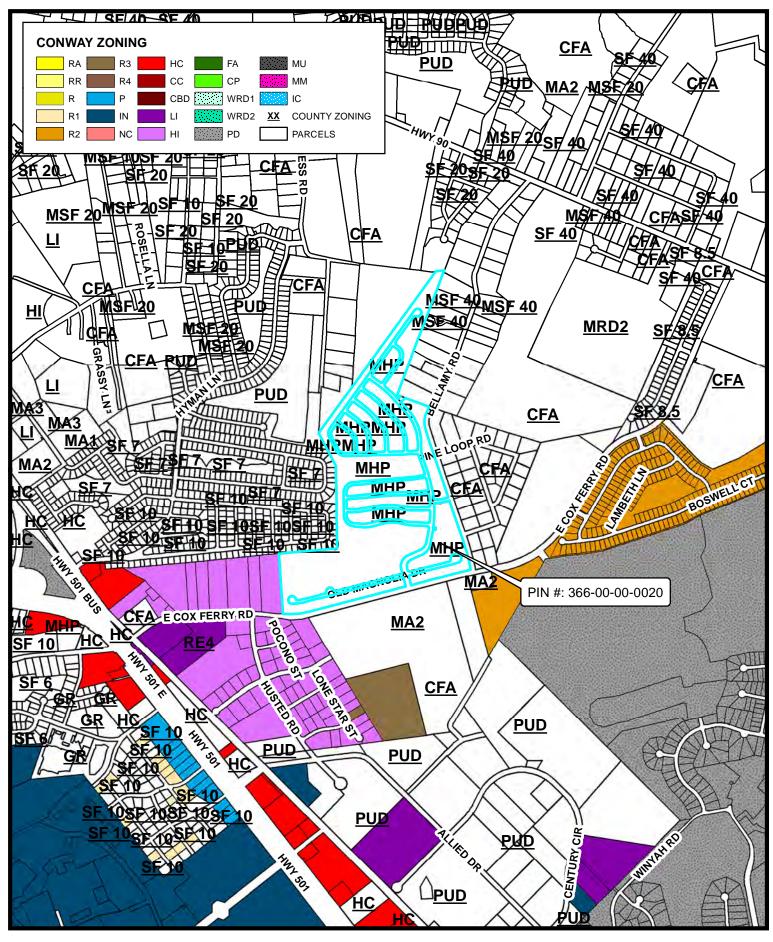






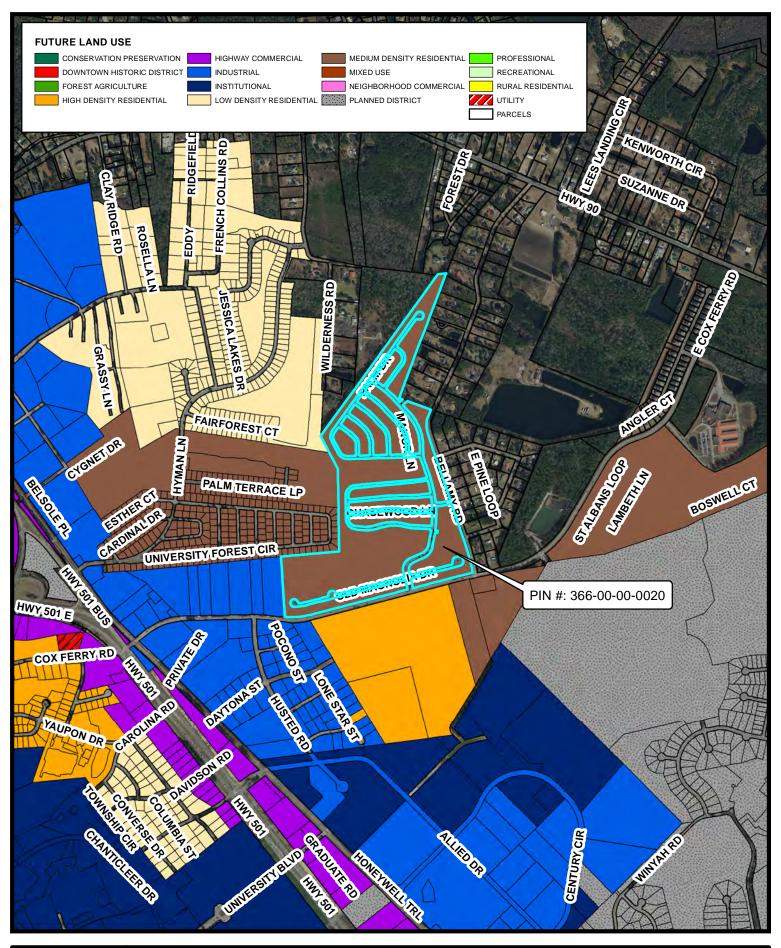






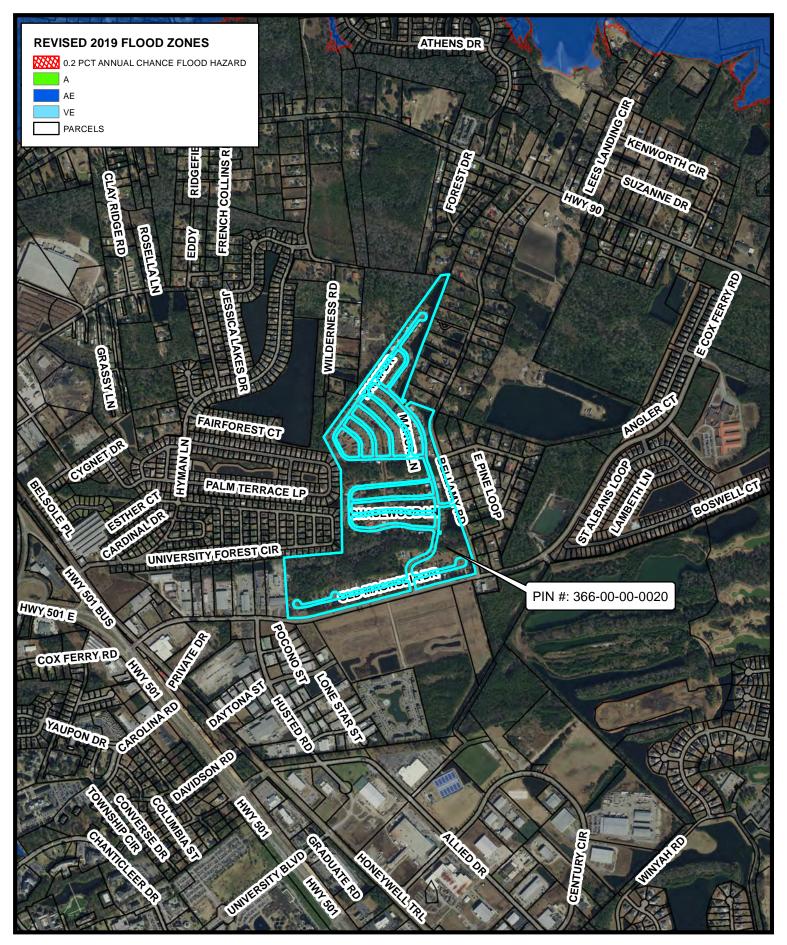






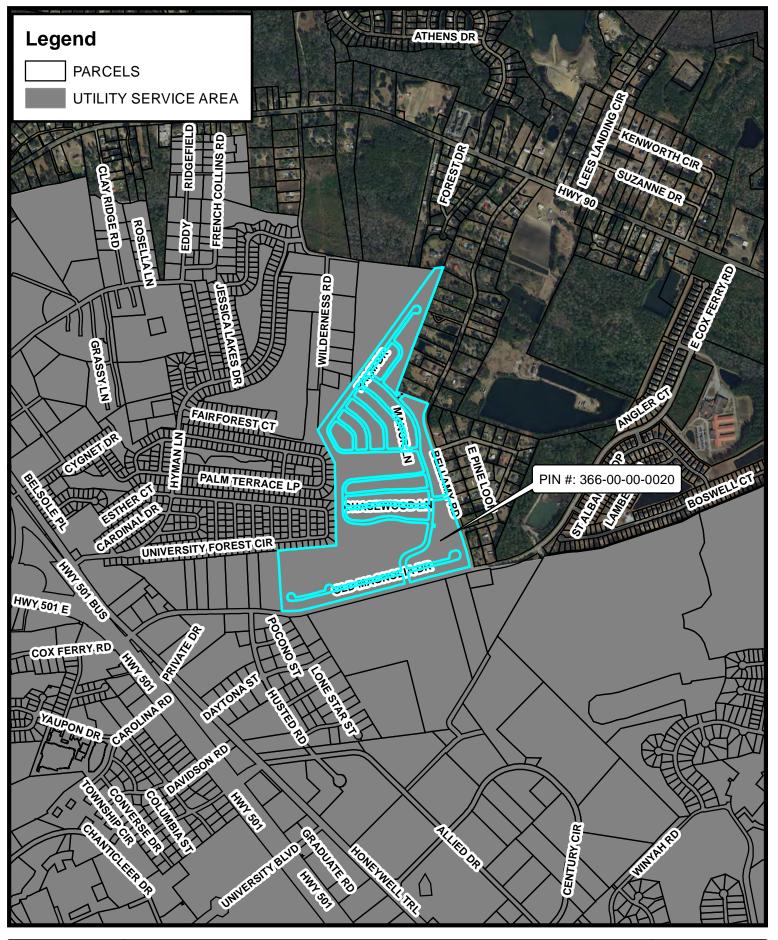
















Docusign Envelope ID: 01EC3220-0D27-47FD-9F5C-AC937AF6417C



PETITION FOR ANNEXATION

Staff Use Only	
Received:	
BS&A#:	30

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 Cor	nway Planning	Department
. 2020 - 2000 - 200		
STATE OF SOUTH CAROLINA	.)	DETITION FOR ANNEWATION
COUNTY OF HORRY)	PETITION FOR ANNEXATION
COUNTY OF HORRY)	
TO THE HONORABLE MAYOR	R AND CITY	COUNCIL OF CONWAY
	by filing with	ws of South Carolina provides for the annexation of an area or the municipal governing body a petition signed by all persons nd
WHEREAS, the undersigned a	are all persons o	owning real estate in the area requesting annexation; and
WHEREAS, the area requesting	ng annexation is	s described as follows, to wit:
NOW, THEREFORE, the und area into the municipal limits of the Cit		on the City Council of Conway to annex the below described
PROPERTY LOCATION/SUBDIVISION:	Conway Planta	tion
PIN: 36600000020	ACF	REAGE: 110.25
PROPERTY ADDRESS: 903 Old Magnol	ia Drive, Conwa	av, SC 29526
PROPERTY OWNER MAILING ADDRE	SS:_	
PROPERTY OWNER TELEPHONE NUM	BER:	
PROPERTY OWNER EMAIL:		
APPLICANT:		
APPLICANT'S EMAIL:		
IS THE APPLICANT THE PROPERTY O	WNER? CIRCL	E: YES X NO
IF NOT: PLEASE INCLUDE A LETTER RESPONSIBILITY TO THE APPLICANT PROPERTY OWNERS (Attach additional)	DocuSigned by: sheets if necessar	
Thomas Levy	luomas lev	7/12/2025 DATE:
(Print) (Sig	CFC789CCAE8548 mature)	d
		DATE:
(Print) (Sig	gnature)	

planning@cityofconway.com



PETITION FOR ANNEXATION

Staff Use	Only
Received:	
BS&A#:_	

Is there a structure on the lot: <u>yes</u> Structure Type: <u>pool restroom building</u>
Current Use: mobile home park
Are there any wetlands on the property?
CIRCLE: YES X NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES O NO (x)
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 (X) NO ()
If you along donning
If yes, please describe. yes, the City has an easement to provide water services to the property
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property?
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property? CIRCLE: YES NO (x)
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property?
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property? CIRCLE: YES NO (x)
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property? CIRCLE: YES NO (x)
yes, the City has an easement to provide water services to the property Are there any building permits in progress or pending for this property? CIRCLE: YES NO x If yes, please provide permit number and jurisdiction.



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.cltvo/conway.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; 903 OLD M	AGNOLIA DRFEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 110.2	25 PIN: 366-00-00-0020
CURRENT ZONING CLASSIFICATION: MHP	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:_	MEDIUM DENSITY RESIDENTIAL (R2)
REQUESTED ZONING CLASSIFICATION:	
NAME OF PROPERTY OWNER(S):	
	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
	all information presented in this Zoning Map
Amendment Application is correct.	
Thomas Levy	7/12/2025
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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



STAFF REPORT/ISSUE PAPER

COUNCIL MTG DATE: August 4, 2025	AGENDA ITEM: V.D.		
ORDINANCE: #ZA2025-09-02 (C)	AGENDA SECTION: First Reading(s)		
ISSUE: Petition to annex approximately +/-109.13 acres of property located at/near the corner of			
Cultra Rd and Oak Street.			
APPLICANT(S): Development Resource Group (DRG) LLC	PIN(s): 325-00-00-0011		
(agents)			
CURRENT ZONING: Horry County Commercial Forest	PROPOSED ZONING (upon annexation):		
Agriculture (CFA)	Medium-Density Residential (R-2)		

BACKGROUND: The subject property is proposed to be annexed into the City for residential development. The property is within the city's utility service area, thus requiring annexation to be requested. Surrounding developments – Rivertown Row North, Kingston Bay and Elmhurst, are also zoned Medium-Density Residential (R-2). Midtown Village, which directly abuts this property, is zoned High-Density Residential (R-3).

A large portion of the subject property is located within the AE flood zone, which runs through the middle of the parcel (see attached maps). While development is permitted within flood zones, provided the affected property meets the required elevation, staff does not support *rezoning* portion(s) of property within a flood zone to a district that would permit residential development. In 2023, Council adopted an ordinance that permits parcels containing environmentally sensitive areas to be split-zoned, which is otherwise prohibited, with such areas being zoned Conservation Preservation (CP) upon annexation of property or when property is proposed to be rezoned. Given that there is a small portion of the property within the floodway, in which no development can occur, and that the general area has been prone to flooding, should annexation proceed, this would be an opportunity to discuss the possibility of zoning the portions within a flood zone / floodway to CP with the applicant. In this instance, the applicant would need to submit a survey showing the areas within the flood zone / floodway so that they could be mapped accordingly should the split zoning be preferred.

SURROUNDING USES / ZONING: Surrounding in-City zoning includes Neighborhood Commercial (NC), High-Density Residential (R-3), Low/Medium-Density Residential (R-1), and Medium-Density Residential (R-2). The area is primarily single-family residential, with limited established commercial uses. There is a gas station/convenience store (Sun House) with a few tenant spaces containing limited commercial uses, including a dog grooming business, immediately adjacent to the subject property.

Surrounding County zoning includes mostly residential, including Residential, no mobile homes allowed (SF20) on 20,000 sq. ft. min. lot sizes, and Residential, including mobile homes (MSF20), also on 20,000 sq. ft. min. lot sizes. Abutting property is also zoned Commercial Forest Agriculture (CFA).



STAFF REPORT/ISSUE PAPER

The John T. Henry Auction location is near the subject property, which is also zoned CFA. Horry Electric is also nearby, on the opposite side of Cultra Rd, which is zoned Office/Professional/Institutional (OPI).

COMPREHENSIVE PLAN / FUTURE LAND USE MAP: The City's future land use map provides three (3) future land use designations for the subject property.

For the portion with frontage along Cultra Rd, the future land use is shown as Neighborhood Commercial (NC). Per Section 3.2.9 of the UDO, the NC district is intended to provide small-scale retail and service uses for nearby residential areas. Dimensional requirements and design standards of the district are intended to promote compatibility to surrounding residential areas and accommodate pedestrian use and access. Strip commercial development, designed primarily to accommodate vehicular access and parking, and development that is insensitive or incompatible with the scale and character of the surrounding residential areas, is discouraged in this district.

A larger portion of the property is shown as **Conservation Preservation (CP)** on the city's future land use map. Per Section 3.2.15 of the UDO, the intent of the CP district is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial, or other uses capable of adversely affecting the relatively undeveloped character of the district.

The portion abutting Midtown Village and Conway Christian School is shown as High-Density Residential on the future land use map. Per Section 3.2.5 of the UDO, the intent of the high-density residential district is to provide areas for high-density attached, detached, semi-attached, and multifamily residential development in the City of Conway and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the district.

PLANNING COMMISSION RECOMMENDATION: PENDING DATE OF PUBLIC HEARING:

Planning Commission is scheduled to consider the proposed Scheduled August 7, 2025

zoning upon annexation at their August 7th mtg.

TRC RECOMMENDATION / COMMENTS (if applicable):

None; however, the Police Dept. requested additional information.

RECOMMENDED ACTION:

The property, if developed, will receive city utility services. Staff recommends approval of first reading to annex the subject property and refer to Planning Commission for consideration of the requested zoning of R-2 as well as consideration of split zoning to zone the environmentally sensitive areas to CP upon annexation.

ATTACHMENTS: GIS Maps; Annexation petition

ORDINANCE #ZA2025-09-02 (C)

AN ORDINANCE TO ANNEX INTO THE CITY LIMITS OF CONWAY, APPROXIMATELY 109.13 +/- ACRES OF PROPERTY, IDENTIFIED BY PIN: 325-00-00-0011 AND LOCATED AT/ NEAR THE CORNER OF CULTRA ROAD AND OAK STREET TO INCLUDE ALL WATERWAYS, ROADS, AND RIGHTS-OF-WAY ADJACENT TO THE PROPERTY.

SECTION 1. FINDINGS OF FACTS:

- **WHEREAS,** Section § 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property into a city or town by a petition signed by all persons owning real estate in the area requesting annexation; and
- WHEREAS, A proper petition has been filed with the City of Conway by one hundred percent (100%) of the freeholders owning one hundred percent (100%) of the assessed value of the contiguous property herein described, petitioning for annexation of the property to the City of Conway under the provisions of SC Code of Laws, Section § 5-3-150(3); and
- **WHEREAS,** The area comprising said property is contiguous to the City of Conway and meets all statutory requirements for annexation; and
- **WHEREAS,** It appears to City Council that annexation would be in the best interest of property owners and the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Conway, South Carolina, duly assembled and with authority of same, pursuant to Section § 5-3-150, Code of Laws of South Carolina (1976), as amended, the following described property is hereby annexed to and made part of the City of Conway, to wit:

Approximately 109.13 +/- acres of property identified by PIN: 325-00-00-0011 and located at/ near the corner of Cultra Road, and Oak Street.

Upon annexation, the property shall become subject to the City's jurisdiction for the rendition of all applicable municipal services. 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(s).

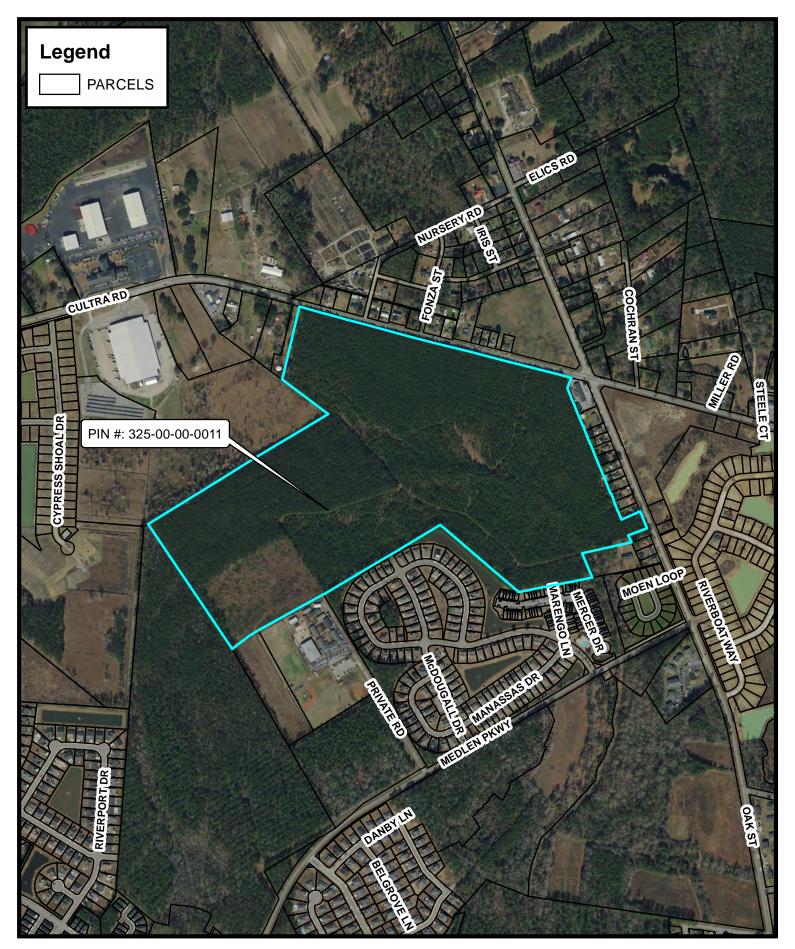
SECTION 2. APPLICATION OF ZONING:

The official zoning map of the City of Conway shall be amended by separate ordinance following Planning Commission review and recommendation in accordance with S.C. Code § 6-29-760.

SECTION 3. EFFECTIVE DATE:

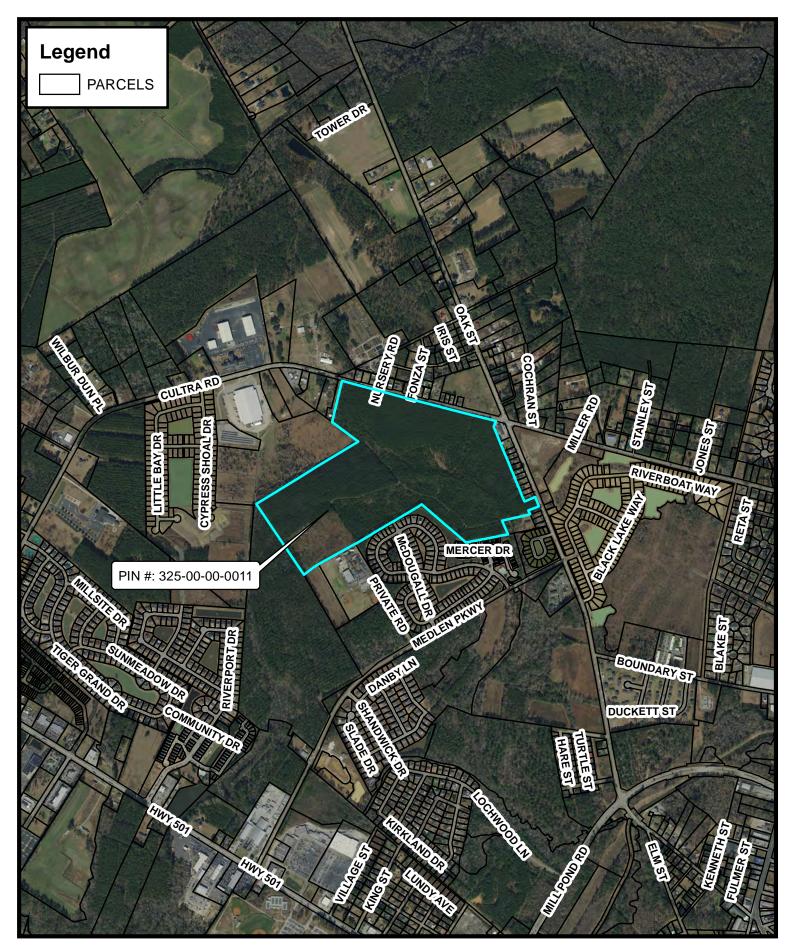
The annexation is effective as of the date of the final reading of this Ordinance.

RATIFIED BY CITY COUNCIL, duly a	ssembled, this day of, 2025.
Barbara Jo Blain, Mayor	William M. Goldfinch IV, Mayor Pro Tem
Amanda Butler, Council Member	Julie Ann Hardwick, Council Member
Beth Helms, Council Member	Justin D. Jordan, Council Member
Larry A. White, Council Member	ATTEST: Alicia Shelley, City Clerk
First Reading:	



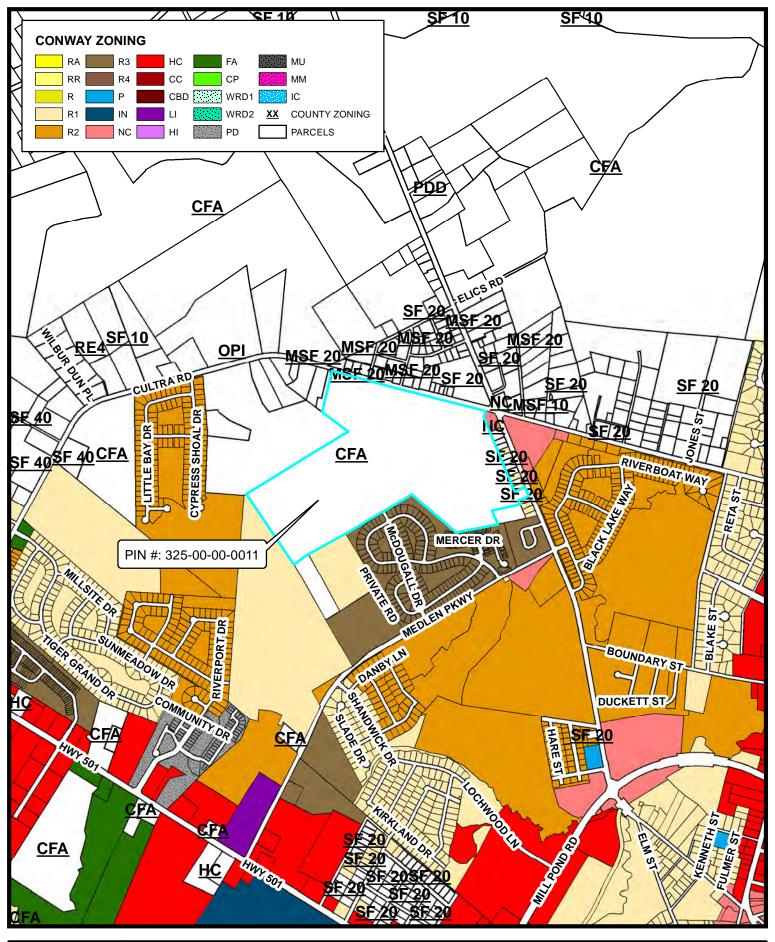






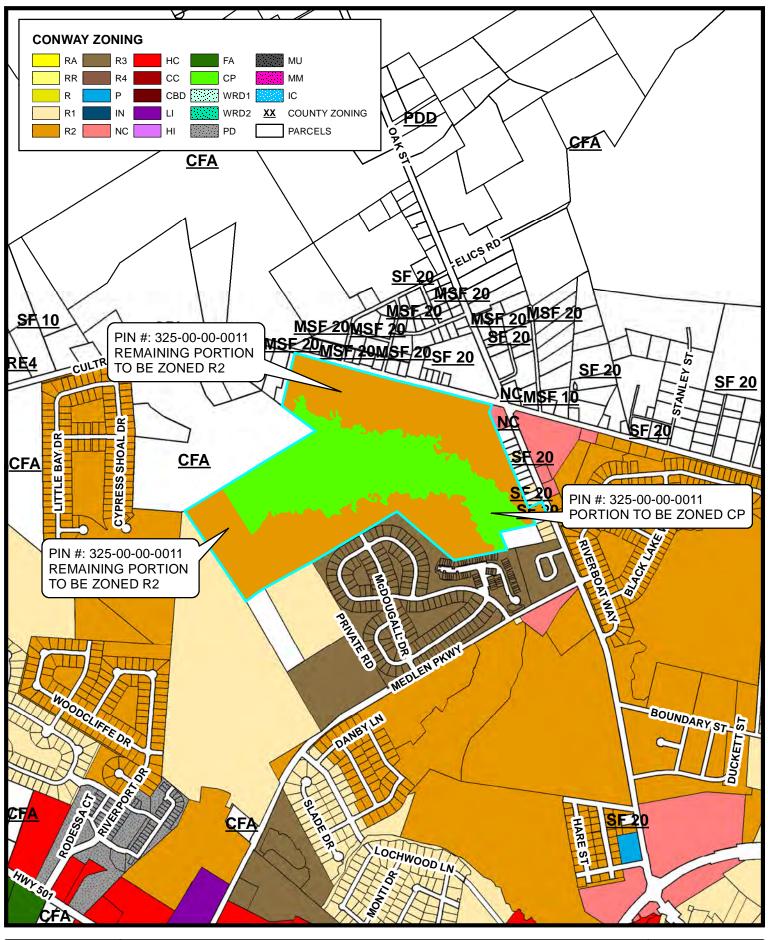






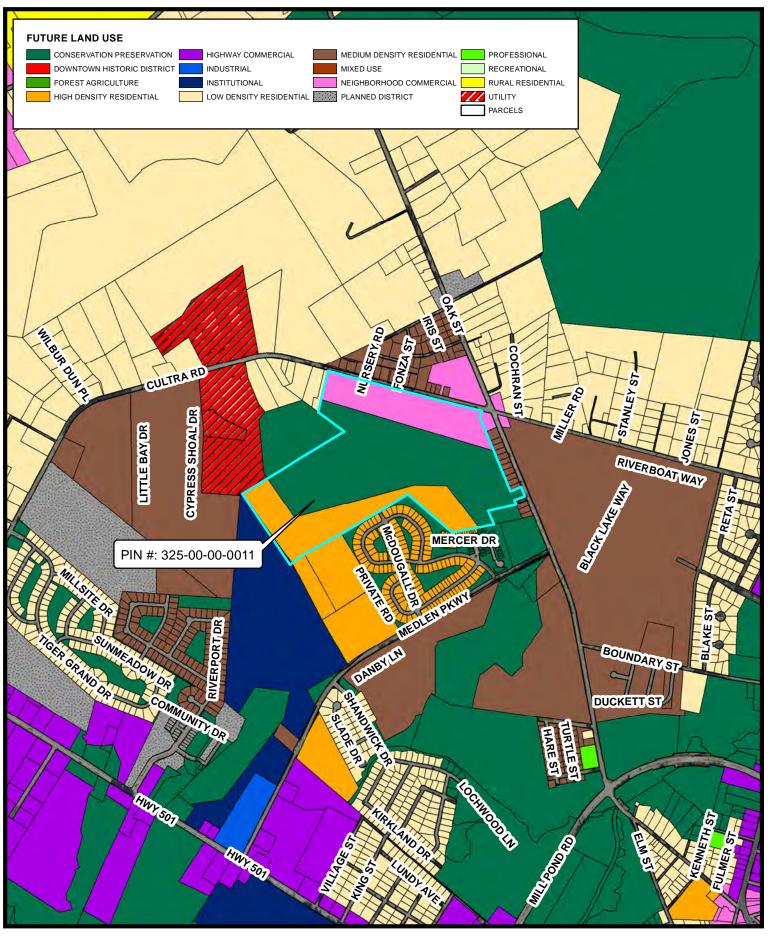






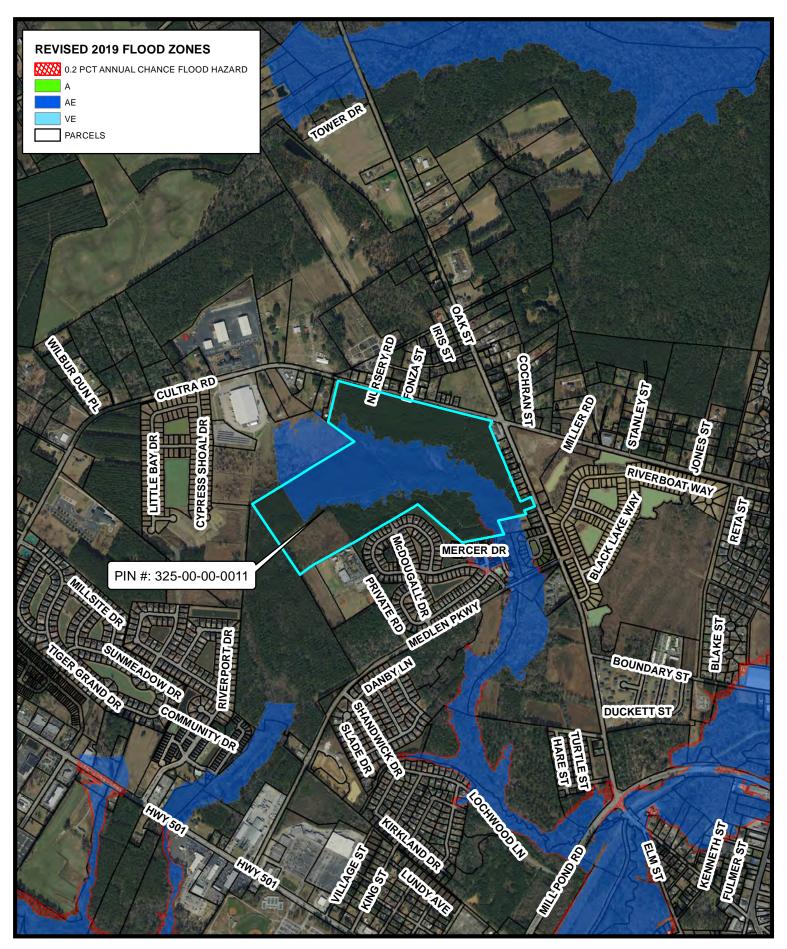


PROPOSED ZONING FOR PIN #: 325-00-00-0011 CULTRA RD & OAK ST (P25-0255)



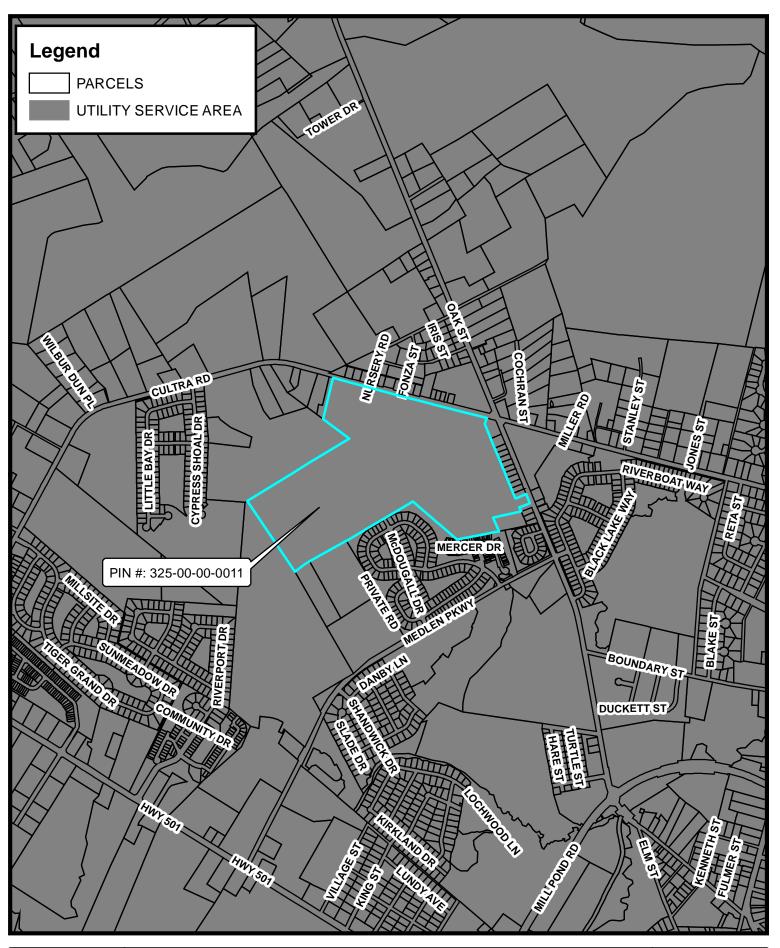


















PETITION FOR ANNEXATION

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)

(Print)

- Fill out all 3 pages

Submit signed forms to City of Conw	ay Planning De	epartment
STATE OF SOUTH CAROLINA)	PETITION FOR ANNEXATION
COUNTY OF HORRY)	
TO THE HONORABLE MAYOR	AND CITY C	COUNCIL OF CONWAY
	filing with the	of South Carolina provides for the annexation of an area or e municipal governing body a petition signed by all persons
WHEREAS, the undersigned are	all persons ow	ming real estate in the area requesting annexation; and
WHEREAS, the area requesting	annexation is d	escribed as follows, to wit:
area into the municipal limits of the City	of Conway.	the City Council of Conway to annex the below described
PROPERTY LOCATION/SUBDIVISION:	Sultra Rd.	& Oak Street
PIN: 325-00-00-0011	ACRE	AGE: 109.13 (GIS)
PROPERTY ADDRESS: 2700 Block	Cultra R	oad
PROPERTY OWNER MAILING ADDRESS		
PROPERTY OWNER TELEPHONE NUMB	ER:	
PROPERTY OWNER EMAIL:		
APPLICANT: Development Res	source Gr	oup, LLC
APPLICANT'S EMAIL: rob@drgpll		
IS THE APPLICANT THE PROPERTY OW	NER? CIRCLE:	YES NO 🗸
IF NOT: PLEASE INCLUDE A LETTER ORESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional sh		R POWER OF ATTORNEY FROM THE OWNER ADDIGNING

(Signature)

(Signature)

DATE:_



PETITION FOR ANNEXATION

Staff Us	e Only
Received:	
BS&A #:	

Is there a structure on the lot: No Structure Type:
Current Use: Agricultural
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES 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 O NO 🕖
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO 6
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 O	nly
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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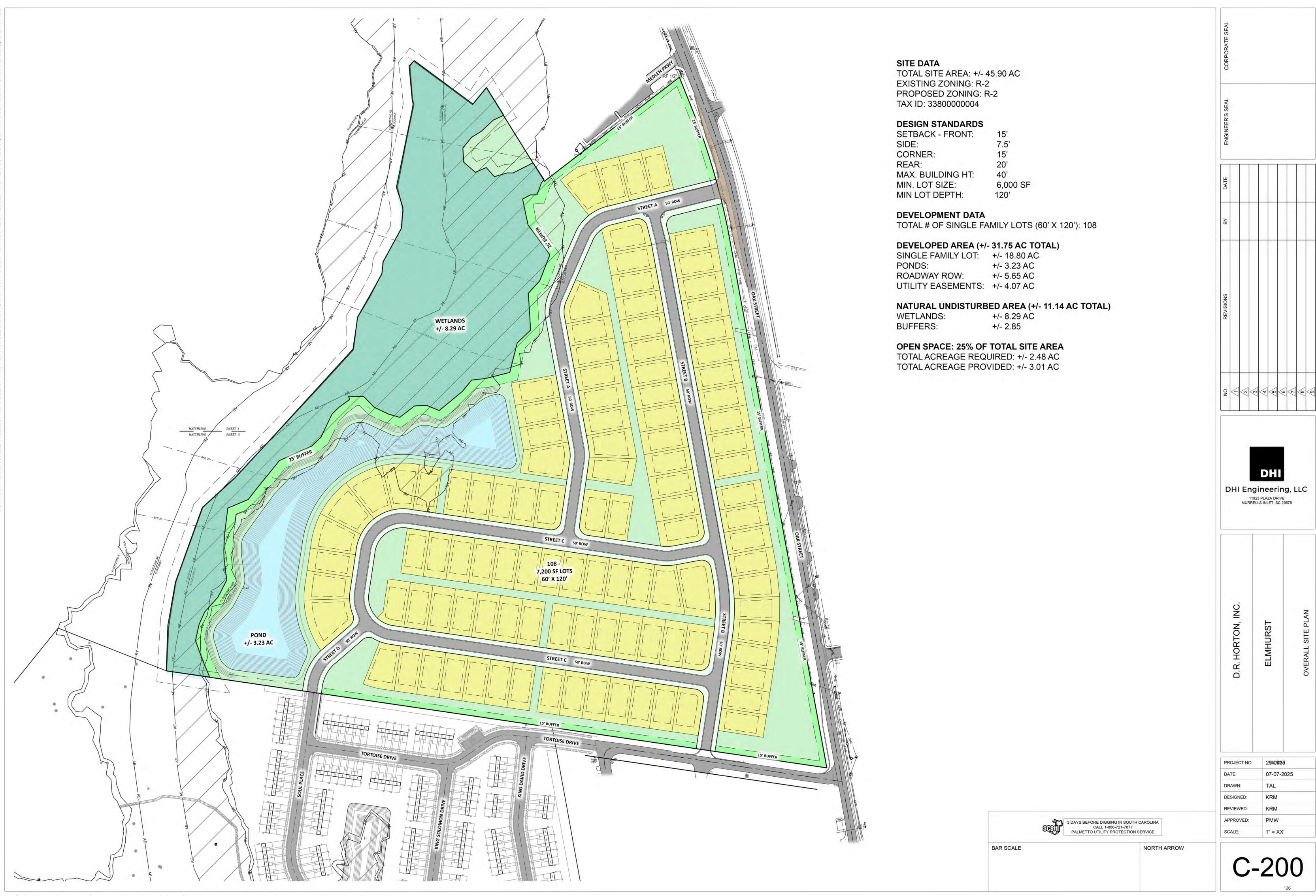
PHYSICAL ADDRESS OF PROPERTY: 2700 Block Cultra	a Road FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 109.13 (GI	
CURRENT ZONING CLASSIFICATION; CFA - Horry C	County
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Neighborhood Con	mmercial, Conservation Preservation, High Density Residential
REQUESTED ZONING CLASSIFICATION: R2 - Medium	n Density Residential
NAME OF PROPERTY OWNER(S):	
Burroughs & Chapin Company	PHONE #PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
8820 Marina Parkway, Myrtle Beach, SC 29572	
**********	**************************************
I (we) the owner(s) do hereby certify that all inform Amendment Application is correct.	nation presented in this Zoning Map $7/2/2025$
PROPERTY ÓWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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



STAFF REPORT/ISSUE PAPER

COUNCIL MTG DATE: August 4, 2025	AGENDA ITEM: VI.A.		
ORDINANCE: NA	AGENDA SECTION: Consideration		
ISSUE: Consideration of approval of a name for new subdivision located on Oak Street and Turt			
Creek Dr., proposed to be named "Elmhurst Crossing"			
APPLICANT(S): DHI Engineering LLC & DR Horton	PIN(s): 338-00-00-0004		
CURRENT ZONING: City of Conway Medium Density	PROPOSED ZONING (upon annexation):		
Residential (R-2)	N/A		
BACKGROUND: The potential development is currently in	the design phase and expected to be		
submitted for review in the near future. A preliminary ske	etch plan proposed this project to be		
developed in 3 phases, containing a total of 144 single-far	mily homes on approx. 45.62+/- acres.		
Although this new development was originally designated as	Elmhurst Phase VII, it will be a separate		
project, distinct from the existing Elmhurst Subdivision. The a	pplicant, D.R. Horton, requests to name		
the proposed subdivision "Elmhurst Crossing" upon plan app	roval (PIN: 338-00-00-0004).		
According to Section 10.3.18 of the City of Conway Unified Development Ordinance (UDO), "a			
subdivision names must be reviewed and adopted by Conway	y City Council."		
SURROUNDING USES/ZONING: N/A			
COMPREHENSIVE PLAN / FUTURE LAND USE MAP: N/A			
PLANNING COMMISSION RECOMMENDATION:	DATE OF PUBLIC HEARING:		
N/A	N/A		
TRC RECOMMENDATION / COMMENTS (if applicable): N/A			
RECOMMENDED ACTION:			
Approve "Elmhurst Crossing" as the name of the proposed development upon plan approval, as			
requested by the applicant.			
ATTACHMENTS: "Elmhurst Crossing" overall site plan.			



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STAFF REPORT/ISSUE PAPER

COUNCIL MTG DATE: August 4, 2025 AGENDA ITEM: VI.B.		
ORDINANCE: NA	AGENDA SECTION: Consideration	
ISSUE: Consideration of changing the name for a new multifamily development located in the Wild		
Wing Planned Development, from "The Lively at Wild Wing", to: "Haven at Wild Wing".		
APPLICANT(S): Canolina Properties LLC & Venture Eng.	PIN(s): 383-00-00-0389	
CURRENT ZONING: Planned Development (PD)	PROPOSED ZONING (upon annexation):	
CORRENT ZOMING: Flatilled Development (PD)	N/A	

BACKGROUND: The preliminary plans call for this multifamily development to consist of 2 phases, containing a total of 534 units. Originally named "*The Lively at Wild Wing*" and approved by Council on May 1, 2023, the applicant, Center Park Group, is now requesting to rename the development to "*Haven at Wild Wing*". The engineered plans have received approval from the Planning Commission as of May 4, 2023, and were granted preliminary plan approval by the Technical Review Committee on January 30, 2024.

According to Section 10.3.18 of the City of Conway Unified Development Ordinance (UDO), "all subdivision names must be reviewed and adopted by Conway City Council."

SURROUNDING USES/ZONING: N/A

COMPREHENSIVE PLAN / FUTURE LAND USE MAP: N/A

PLANNING COMMISSION RECOMMENDATION: N/A DATE OF PUBLIC HEARING: N/A

TRC RECOMMENDATION / COMMENTS (if applicable): N/A

RECOMMENDED ACTION:

Approve "*Haven at Wild Wing*" as the name of the multifamily development in the Wild Wing Planned Development (PD) community as requested by the applicant.

ATTACHMENTS: "Haven at Wild Wing" overall site plan.

Haven



DATE: AUGUST 4, 2025

ITEM: VI.C.

ISSUE:

Request from Conway Chamber of Commerce to host Graveyard Grand Prix Coffin Races – October 25, 2025 from 11:00 a.m. to 4:00 p.m.

BACKGROUND:

Conway Chamber of Commerce will host a coffin race.

Conway Chamber of Commerce is requesting to close Laurel Street from Third Avenue to the fountain; part of Second Avenue from Elm Street to the Finance Department.

There will be a live band, mobile vendors, and five (5) 10 x 10 tents.

The Chamber is requesting police and fire assistance, and they will partner with the sanitation department to handle the trash.

Approximately 150 participants and 15 vendors are expected.

RECOMMENDATION:

Approve the special event permit as presented.



r~1	Permit Applic	anon
	Approved	
	Disapproved	
	Charges in the amo	unt of:

SPECIAL EVENT PERMIT APPLICATION

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

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.

An aerial sketch/layout of all outdoor events shall be provided with the application. For parades, this shall include blocked roadways, etc. A copy of any public advertisements shall also be included, if available at the time of the application.

	Organization Informa	tion		
Name of organization: Conwa	y Chamber of Commerce			
Address of organization: 203 M				
Telephone number of organization: 843-248-2273				
Are you conducting the activity or		NON		
	Is your organization a non-profit 501(c)(3) organization? YES NO			
	Permit Holder Informa	ation		
Traine of permit notices.	an McDonnell			
Address of perillit florder.	Iain St.			
City: Conway	State	: Zip: Z9526		
Telephone number of permit hold	er: 843-602-1082 Ema	mmcdonnell@conwayscchamber.con		
Event Daint of	Contact Information (if life			
Event Point of	Contact Information (if diffe	erent than permit holder)		
Name:	Telephone:			
Email:	Affiliation w/I	Event:		
,				
	Public Safety Considera	ations		
The City of Conway Police and/or combination thereof.	Fire Departments may require ac	dditional fees for coverage, inspections, or any		
The following circumstances will	require fire department staffing	on-site for which fees will be required to be		
paid prior to the event:				
Events that will have a net	(total throughout event) attendance	ee of 5,000 persons or more		
 Events in facilities that will 	l exceed the occupancy rating (p	arameters will be developed on a case-by-case		
basis)				
Pyrotechnic and fireworks	special events			
	nigh hazard or potential risk to th	e attendees or public		
	Are you requesting on-site police coverage? YES NO			
Are you requesting fire/medical on-site coverage? YES NO				
Check all that may apply below (sound ordinance will apply):				
Live band(s)	Loudspeakers	Amplifiers		
Police and Fire Coverage Fees:		, i		
• \$50/hour (minimum of 4 hours fire; 5 hours police)				
• \$300 fire apparatus fee				

None (skip this section)	Outdoor Assembly	~	Indoor Assembly	
Air Supported Structures (inflatables)	Concert	~	Stage(s)	~
Carnival/Fair	Mobile Food (truck/trailer/cart)	V	Tents	
Temporary Cooking Booth (LPG)	Temporary Structures		Generators	
Bonfire	Open Flame/Torches		Pyrotechnics	
Fireworks Displays	Amusement Buildings		Other	
you have mobile food trucks/tra you have temporary cooking bo ovide a list of the following info	you have?5 ilers/carts, how many are you go oths, how many are you going to ormation for mobile food trucks/t	ng to hav	0	
you have mobile food trucks/tra you have temporary cooking bo	ilers/carts, how many are you go oths, how many are you going to ormation for mobile food trucks/t er, cart) (s)	ng to hav	e?4 	
you have mobile food trucks/tra you have temporary cooking bo rovide a list of the following info Vendor Name(s) Type(s) (booth, truck, trail Phone Number for Vendor Point of Contact for each v	ilers/carts, how many are you go oths, how many are you going to ormation for mobile food trucks/t er, cart) (s)	have? railers/car	e?4 0 ts and/or temporary cooki	
you have mobile food trucks/tra you have temporary cooking bo rovide a list of the following info Vendor Name(s) Type(s) (booth, truck, trail Phone Number for Vendor Point of Contact for each verified the services supplementary utility services	ilers/carts, how many are you go oths, how many are you going to ormation for mobile food trucks/t er, cart) (s) rendor Additional Conside	have? railers/car erations	e?4 ts and/or temporary cooki what is available in the area?	ng booth
you have mobile food trucks/tra you have temporary cooking bo ovide a list of the following info • Vendor Name(s) • Type(s) (booth, truck, trail • Phone Number for Vendor • Point of Contact for each v ill supplementary utility services su ES NO yes, describe in detail the specific u ave you requested or obtained a per mmence, terminated, or occur in pa	ilers/carts, how many are you go oths, how many are you going to ormation for mobile food trucks/t er, cart) ((s) rendor Additional Considerate as power and water be used in acceptable and location(s). Any additional from any other jurisdiction (city part? YES NO very yes, please prove the Partner with city sanitation	erations dition to we mal utilities or county) ide a copye	ts and/or temporary cooki what is available in the area? s must be provided by the approvided by the approximation of the activity should be approved by the approximation of the activity should be approved by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the approximation of the activity should be approximated by the activity should be activity should be activities.	ng booth

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 is granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.

Will alcoholic beverages be served? YES ☐NO ✓	
Will alcoholic beverages be sold? YES NO ✓	
If yes, SC ABC permit required.	
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."
No glass containers or bottles are permitted.	
Vendors: Please list any vendors, including applicant, for whom you are reque	sting permission to sell alcohol and
the proposed locations for sales.	
The following does not apply to restaurants:	
Have you applied for a South Carolina temporary ABC Permit? YES NO	
Name of insurance company providing general liability with liquor liability insu	nrance for the event naming the City
of Conway as additional insured (a copy of the Certificate of Insurance must be	provided):
ACKNOWLEDGMENT: I acknowledge that I have read and do fully un	derstand the Special Event Permit
Application including required inspections, fees, and Alcohol Control Police	y attached to this application and
agree to comply with the guideline set forth herein.	
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 served. It is understood that responsibility for fully meeting these requirements during an event rests with the entity, vendor, or restaurant serving alcohol within the special event area. Under City ordinance, any time a Special Event permit is approved, beer and/or wine may be openly carried within the area that the event is being held. As such, it is vital that the holder of the Special Event permit is aware of and understands the following:

- 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. Any vendor or 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.
- 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 or bottles.
- 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.

If your event is proposed to be located on property owned by the City of Conway, approval of this permit shall grant the license and permission to use said property. The approval of the City Administrator or City Council shall be required for such use.

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

I (we), being the property owner of				(address),	
give permission for				to hold a special event on	
my/our property.					
Date	Sign	ature			
Witness	Addı	ress			
Printed Witness Name	Tele	phone	Number		
INSURANCE REQUIREN	MENTS FOR SPECIAL	EVE	NTS HELI	O ON CITY PROPERTY	
The event must maintain general liab	ility insurance and, if be	er and	wine is to	be served, liquor liability insurar	ace
for the event for which the permit has	s been obtained. The Cit	y of C	onway sha	ll be named as an additional insur	red
on the policy with respect to claims a	rising from the use of pr	operty	owned or	operated by the city and the issu-	ing
of the permit by the city. The applic	eant shall submit a Certi	ficate	of Insuranc	e verifying the following minim	um
coverage and specifically identifying	the City of Conway as an	ı additi	onal insure	ed. Your permit will not be issu	<u>red</u>
if the Certificate of Insurance has r	not been received prior	to eve	nt. The Ci	ty of Conway must be listed as	the
"Certificate Holder" on the Certific					
Ĭ	Each Occurrence	1,0	000,000		
	Personal Injury	1,0	000,000		
	General Aggregate	2,0	000,000		
Application completed by:	Contact			Date:	
Special events permits are granted in	accordance with the Cit	y of C	onway Coo	le of Ordinances and in no way i	mply
assumption of liability by the City of C					
laws and safety procedures. A permi					
or obstruct pedestrian or vehicular to					
permit or to cancel it entirely if it is do		i			
Please return completed permit applic			Attn: Spe P.O. Dra	onway Administration ecial Event Permits wer 1075 SC 29528-1075	

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.

	sideration for being permitted to engage in the following special event on City of Conway property:
The (Graveyard Grand Prix Coffin Races
Specia	al 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 event.
	(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. MM (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.

 $\mathbf{M}\mathbf{M}$

(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, notwithstanding, continue in full legal force and effect. MM (Special Event Holder initial here)
Н.	We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall

be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit

or cause of action under this agreement shall lie in the courts. $\mathbf{M}\mathbf{M}$

(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. MM (Special Event Holder initial here)
IN W	/ITNESS THEREOF, this RELEASE AND INDEMNIFICATION AGREEMENT is executed
by the	e Special Event Holder, acting by and through the undersigned, who represents that he or she is properly
author	rized to bind the Special Event Holder hereto.
PRIN	TTED NAME OF SPECIAL EVENT PERMIT HOLDER: Morgan McDonnell
	TTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS DER:
NAM	E: Morgan McDonnell TITLE: Special Events Coordinator
SIGN	NATURE: 21/15/25

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

City of Conway

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

The Conway Chamber of Commerce

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

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

Conway Chamber of Commerce	
NAME OF PERSON/ORGANIZATION	
mom mall	
SIGNATURE OF PERSON/ORGANIZATION REPRESENTA	ATIVE
7/15/25	
DATÉ	

[FOR OFFICE USE ONLY]

Special Event: GYONPHORD Grand Pri	x Offin hous Date(s) Octobor 25 2025
Sponsoring Organization: Conuncy Con	
Application completed by:	Contact No.: Date:
Morgan McDonnell 843	602-1082 July 15 2025
U	
Recommend approval Recommend	disapproval
	7/17/2025
Police Department	Date
Fees or charges associated with this event: Special Conditions/Comments:	Som autanhad
Special conditions, comments.	
Police Officers \$50.00/	hour per officer 5 hour min
Recommend approval Recommend	disapproval
	7/17/2025
Fire Department	Date
Fees or charges associated with this event:	see attached
Special Conditions/Comments:	OCC GARCING
Fire Inspector/Fire-Rescue Officers \$50.00/hour p	per officer 4 hour, 2 personnel min \$300 apparatus fee
Recommend approval Recommend	disannrayal
Recommend approvai	7/21/2025
Public Works Department	Date
Fees or charges associated with this event:	See attached
Special Conditions/Comments:	CER CONCINED
	
Residential & Non Residential Street Closure	
Barricades	\$20.00 each
Public Works Employee	\$25.00/hour per employee

[FOR OFFICE USE ONLY]

Recommend approval Recomm	end disapproval
Parks & Rec. Department	Date
Fees or charges associated with this event:	
Special Conditions/Comments:	
D 1 0 D E 1	0
Parks & Rec. Employees	\$25.00/hour per employee
Recommend approval Recomm	end disapproval
Teconimena approvar	7/7/1000B
Planning Department	Date
Special Conditions/Comments:	Con a Herital
\ <u></u>	SOR attorned
	/
License(s) obtained forvendor(s	s) License(s) not required
Has general liability and liquor liability insurinsured been secured? Yes No	ance (if applicable) listing the City of Conway as additional
insured been secured? Yes No	11 11 11 12 12 12
	July 11 2025
Business License Department	Date
Special Conditions/Comments:	
	See attached
Business License Fee	\$5.00/per vendor

Graveyard Grand Prix

Conway's first-ever Graveyard Grand Prix is rolling into downtown this October! Teams will race homemade, human-powered "coffins" down a track on Laurel Street in a fast, fun, and frightfully entertaining event. Whether you're in it to win or just want to show off your creativity, we can't wait to see what you come up with.

XTeam & Coffin Requirements

Each team must consist of five participants: one rider, known as "The Ghost," and four pushers. All team members must be 12 years or older, and everyone must sign a waiver prior to race day (a parent or guardian must sign for minors). Coffins must be homemade.numan-powered.numan-power

Coffins must have four wheels, be steerable, and include a secure seat or resting place for the rider. Designs can be spooky, silly, creative, or creepy—but they must be built with safety in mind and will be inspected before the race. Helmets are required for riders and encouraged for pushers.

The Race Format

Teams will race in **head-to-head heats** down a closed stretch of Laurel Street, with each team guaranteed at least **two qualifying runs**. The fastest teams will advance to a **bracket-style final round**. Timing is everything, but so is flair—we'll also be handing out prizes for the **best coffin design**, **best team costume/theme**, and even a cheeky award for the "**Dead Last**" team with the slowest time.

All racing must stay in designated lanes, and intentional collisions or interference with other teams will result in disqualification.

Registration Info

The **entry fee is \$50 per team**. Registration will open soon and space is limited—once we hit capacity, teams will be placed on a waitlist. There will be a required **pre-race team briefing** on the day of the event. At least one team member must attend in order for the team to participate.

Costumes Encouraged!

While not required, teams are highly encouraged to dress up in theme with their coffin. Costumes, props, and spooky theatrics are a big part of the fun—and might even earn you a prize.

Time: 11am - 4pm Date: 10/25/25

Location: Town Green / Laurel Street Track

Get ready for Conway's first-ever Graveyard Grand Prix - a spooky, high-energy race where teams compete by pushing their homemade, human-powered "coffins" down a downtown course! Each team must have one rider (the "ghost") and four pushers, and all coffins must be steerable, safe, and creatively constructed. Whether you're racing for glory or just for fun, deck out your ride and come in costume! There will be cash prizes for speed, creativity, and team spirit - plus live music, food trucks, and Halloween festivities all afternoon. Grab your ghoul-friends and get building, it's going to be a frightfully good time!

What to Expect:

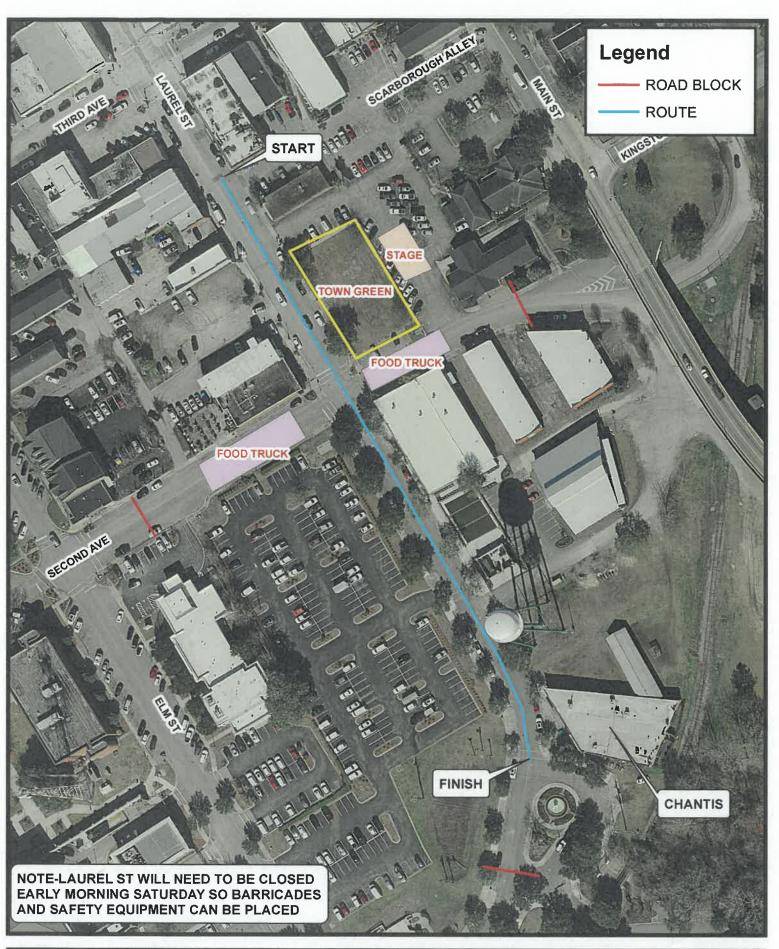
Coffin Races
Food Trucks
Select Halloween themed vendors
Kids activities - face painting, pumpkin decorating, themed games
360 Photobooth
Spooky performers
Live Music (1-4pm)
T-Shirts

Entry Fees:

Standard Team Entry: \$50

Awards:

- 1. 1st Place Fastest Coffin
- 2. 2nd Place Runner-Up Speed Demon
- 3. Dead Last Award For the team with the slowest finish
- 4. Best Coffin Design Most creative and well-crafted coffin
- 5. Best Team Theme Best overall costume and concept
- 6. Crowd Favorite Voted on by spectators
- 7. Most Spirited Team Best energy, enthusiasm, and sportsmanship
- 8. Creepiest Coffin Best spooky or eerie design





GRAVEYARD GRAND PRIX COFFIN RACES OCTOBER 25, 2025 11:00AM-4:00PM



DATE: AUGUST 4, 2025

ITEM: VI.D.

ISSUE

Replace vehicle totaled in a collision (at fault).

BACKGROUND:

On 7/10/25 Conway Police Corporal Matthew Carl was in a collision on Wright Blvd. He was operating P-138 and was in an at-fault collision. The vehicle is declared a total loss. The vehicle was a 2025 model and relatively new.

Santee Automotive has a replacement in stock, and they are the SC State Contract provider. A quote for \$47,109.00 is attached to make an emergency replacement for P-138.

DATA

The vehicle sourced is in-stock, and a 2025 model. This is a sole-source bid due to immediate need and availability, and the source is the SC State Contract.

RECOMMENDATION

Accept the pricing for the replacement vehicle. Pay \$47,109.00 from department capital funds (non-budgeted). Apply all monies received from insurance reserve to offset the cost. The gap will be absorbed by the capital fund.



QUOTE

2025 Dodge Durango Pursuit Patrol

Santee Automotive LLC

2601 Paxville Highway Manning, South Carolina 29102 United States

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

BILL TO

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

843-488-7633

dcrotts@cityofconway.com

Estimate Number: 14568

Customer Ref: State Contract

#4400035151

Estimate Date: July 22, 2025

Valid Until: September 20, 2025

Grand Total (USD): \$47,109.00

Units	Quantity	Price	Amount
Dodge Durango Pursuit AWD Dodge Durango Pursuit AWD State Contract: 4400035151 5.7L V8 Hemi Engine 8 Speed Auto Transmission Black Vinyl Floor Covering Law Enforcement Dome Lamp Cloth Bucket Front Seats/Vinyl Rear Push Button Start ParkView Rear Backup Camera U Connect Bluetooth Power 8 Way Driver Seat Full Size Spare Tire Driver's Side Spotlight BLIS Trailer Tow Package Skid Plates	1	\$44,040.00	\$44,040.00
Exterior Color Triple Nickel	1	\$0.00	\$0.00
Warranty 5 Year 100,000 full coverage warranty	1	\$2,419.00	\$2,419.00
Vehicle Delivery Delivery Fee of 1000 2nd Avenue Conway, South Carolina 29528	1	\$150.00	\$150.00



2025 Dodge Durango Pursuit Patrol

Santee Automotive LLC

2601 Paxville Highway Manning, South Carolina 29102 **United States**

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

Units	Quantity	Price	Amount
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
		Grand Total (USD):	\$47,109.00

Notes / Terms

State Contract # 4400035151

DATE: AUGUST 4, 2025

ITEM: VI.E.

ISSUE:

Resolution to approve and to authorize the execution of an "Agreement for Cost Sharing on sewer transmission infrastructure improvements between City of Conway and Grand Strand Water and Sewer Authority".

BACKGROUND:

The City of Conway (the "City") and Grand Strand Water are Sewer Authority ("GSWSA") have previously entered into that Wastewater Treatment Service Agreement dated as of November 28, 1994 (which agreement, as amended by letter of GSWSA dated April 26, 1995, and signed on behalf of the City on May 8, 1995, and as further amended by a Sewer Transmission Agreement And Amendment To Wastewater Treatment Sewer Service Agreement dated as of November 25, 1996) (as amended, the "Wastewater Service Agreement") pursuant to which, among other things, the City authorizes GSWSA to share the use of certain transmission lines owned by the City's System for efficiently moving wastewater from parts of the GSWSA service area to a wastewater treatment plant owned by GSWSA.

The city has recently undertaken improvements to the infrastructure necessary to transport wastewater through the City's system to the Plant, specifically, the installation of a new 24" sewer force main including the necessary pumps therefor (all together, the "New Main") from U.S. Route 501 at Crabtree Swamp (also known as Crabtree Canal) to the GSWSA plant.

It is appropriate for GSWSA to pay a portion of the cost of that infrastructure improvement, and for that purpose, representatives of the City and GSWSA have negotiated and agreed upon a form of agreement therefor, which form is attached to this Ordinance as **EXHIBIT I** (the "Agreement"), which supplements the Wastewater Service Agreement with respect to the New Main and related issues.

The Agreement is a fair and reasonable supplement to the Wastewater Service Agreement for the purposes stated in the Agreement.

RECOMMENDATION:

Staff recommends approval and execution of the "Agreement for Cost Sharing on sewer transmission infrastructure improvements between City of Conway and Grand Strand Water and Sewer Authority".

STATE OF SO	OUTH CAROLINA)	RESOLUTION
COUNTY OF	HORRY)	
CITY OF CO	NWAY)	
SEWER TR	ANSMISSION INFRA	STRUCTUR	AGREEMENT FOR COST SHARING ON E IMPROVEMENTS BETWEEN CITY OF ATER AND SEWER AUTHORITY"
WHEREAS,	entered into a Wastewa 1994, as amended, allo	ater Treatmer wing GSWS	nd Water and Sewer Authority previously at Service Agreement dated November 28, A to use certain sewer transmission lines atter to a GSWSA treatment plant; and
WHEREAS,	of a new 24-inch sewe	r force main	ements to its system, including the installation and pumps, running from U.S. Route 501 at abtree Canal) to the GSWSA plant; and
WHEREAS,	•	otiated a new	a of the cost of the New Main, and the City agreement to outline this arrangement,
WHEREAS,	_		easonable update to the existing Wastewater New Main and related matters;
and authorizes in the form atta	the City to execute and ent sched hereto with any non-	er into the Agr substantive ch	the City Council hereby approves the Agreement eement with GSWSA. Execution of the Agreement, ranges that are approved by the Mayor and by legal and attestation by the City Administrator.
	S WHEREOF, this Res 4th day of August 2025.	olution is her	eby adopted and made a part of the City
Barbara Jo Bla	in, Mayor		Willliam M. Goldfinch, IV, Mayor Pro Tem
Amanda Butler	, Council Member		Julie Ann Hardwick, Council Member
Beth Helms, Co	ouncil Member		Justin D. Jordan, Council Member
Larry A. White	e, Council Member		ATTEST: Alicia Shelley, City Clerk

THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE SOUTH CAROLINA UNIFORM ARBITRATION ACT

AGREEMENT FOR COST SHARING ON

SEWER TRANSMISSION INFRASTRUCTURE IMPROVEMENTS

BETWEEN

CITY OF CONWAY AND GRAND STRAND WATER AND SEWER AUTHORITY

This "AGREEMENT FOR COST SHARING ON SEWER TRANSMISSION INFRASTRUCTURE IMPROVEMENTS" (this "Cost Sharing Agreement") is entered as of ______, 2025, between City of Conway, South Carolina a South Carolina municipal corporation (the "City"), and Grand Strand Water and Sewer Authority, a body public and corporate of the State of South Carolina ("GSWSA") (the City and GSWSA together, the "Parties").

RECITATIONS

WHEREAS, the City and GSWSA are each located in Horry County, South Carolina, in close proximity to one another; and

WHEREAS, the City and GSWSA are each authorized by applicable South Carolina law to own and operate water and wastewater systems (respectively, the "City's System" and "GSWSA's System" and collectively the "Systems"); and

WHEREAS, the City and GSWSA have cooperated and continue to cooperate for their mutual benefit with respect to wastewater services provided by their Systems by, including but not limited to:

- 1. A Water and Wastewater Service Area Agreement dated February 13, 1989 (the "Service Area Agreement") pursuant to which GSWSA and the City have agreed as to their respective responsibilities for providing water and wastewater service to certain areas surrounding the City (respectively, the "City Service Area" and the "GSWSA Service Area" and collectively the "Service Areas"); and
- 2. A Wastewater Treatment Service Agreement dated as of November 28, 1994 (which agreement, as amended by letter of GSWSA dated April 26, 1995, and signed on behalf of the City on May 8, 1995, and as further amended by a Sewer Transmission Agreement And Amendment To Wastewater Treatment Sewer Service Agreement dated as of November 25, 1996) (as amended, the "Wastewater Service Agreement") pursuant to which, among other things, the City authorizes GSWSA to share the use of certain transmission lines owned by the City's System for efficiently moving wastewater from parts of the GSWSA Service Area to a wastewater treatment plant owned by GSWSA's System (the "Plant"); and

WHEREAS, recent, current, and projected growth in both of the Service Areas makes it desirable, in order to meet the needs of both Systems, for the City to construct and place in service

a new 24" sewer force main including the necessary pumps therefor (altogether, the "New Main") from U.S. Route 501 at Crabtree Swamp (also known as Crabtree Canal) to the Plant; and

WHEREAS, the City is willing to construct, place in service, own, maintain, and operate the New Main on the terms stated below; and

WHEREAS, the total cost of engineering, design, land rights acquisition, construction, and installation of the New Main is \$10,041,252.07 (the "Total Cost," which however is not inclusive of substantial administrative overhead costs over four years associated with conception, design, funding, and management of the New Main project); and

WHEREAS, the City received grant funds in the total amount of \$7,189,154.00 (the "City's Share"); and

WHEREAS, GSWSA, in order to obtain benefits of the New Main in conjunction with benefits that it currently receives from an existing 16" sewer force main (the "16-Inch Main") on the terms stated below, is willing to contribute the remaining Total Cost amount of \$2,852,098.07 (the "GSWSA Share"); and

WHEREAS, GSWSA is projected to discharge into the City's System for transmission through either or both of the 16-Inch Main and the New Main not more than 3.6 million gallons of wastewater per day (GPD) (the "GSWSA Capacity"); and

Now, THEREFORE, in consideration of the premises recited above and the commitments of the Parties in this Cost Sharing Agreement, the City and GSWSA agree and commit themselves to the following terms.

ARTICLE I

CONSTRUCTION OF AND PAYMENT FOR THE NEW MAIN

- 1.01 The City has constructed the New Main in the City's Service Area and will thereafter own the New Main, which shall be a part of the City's System. Except with respect to access and use as provided in this Cost-Sharing Agreement, GSWSA will have no interest in the New Main.
- 1.02 GSWSA will reimburse to the City the GSWSA Share upon receipt of an invoice from the City therefor, and within 15 days of such receipt.

ARTICLE II

OPERATION AND MAINTENANCE OF THE NEW MAIN

2.01 Upon completion of construction of the New Main, the City will operate and maintain the New Main in good repair and operating order as integral parts of the City's System, in a good and proper manner in accordance with all requirements of State and Federal regulatory agencies and consistent with generally recognized good practice using industry standards.

2.02 For any repairs and improvements to the New Main (including any pump station additions or upgrades and associated wet wells necessary to regulate flow) beyond the scope of ordinary maintenance and for any replacement components for any part thereof, GSWSA will, upon receipt of an invoice from the City, pay 35% of the cost thereof; provided, however, that for any such extraordinary repair or improvement (other than emergency repairs) for which GSWSA's 35% share exceeds \$100,000, GSWSA shall have the right to review and approve such non-emergency repair or improvement to the New Main, including design and construction costs, prior to the work being done, such approval to be provided within sixty (60) days of the notice and not to be unreasonably withheld. In the event that GSWSA within sixty (60) days provides written notice of disapproval of any such repair or improvement and the reason(s) therefor, the question of whether the repair or improvement under then-current circumstances is in accordance with industry-accepted practice shall be submitted to an independent engineering firm experienced in wastewater transmission design and operation; and the determination of that firm shall be binding. If the determination is that the proposed repair or improvement is in accordance with industry-accepted practice, then GSWSA shall pay its 35% share and shall pay the cost of the independent engineering firm. If the determination is that the repair or improvement is not in accordance with industry-accepted practice, then the cost of the independent engineering firm shall be paid by the City. Notwithstanding the foregoing, GSWSA shall not be required to make contribution for the cost of any capacity expansion unless it is acquiring additional capacity therefrom; and in such event, it shall bear the percentage of the cost associated with the capacity expansion that is equal to the percentage of total additional capacity represented by its acquired new capacity.

ARTICLE III

USE OF THE NEW MAIN AND CHARGES THEREFOR

- 3.01 GSWSA agrees to pay the City a charge for wastewater flow from GSWSA's System to the City's System for transmission through the 16-Inch Main and the New Main (the "Transmission Throughput") in accordance with the Wastewater Service Agreement. For that purpose, the Transmission Throughput shall be read monthly at all metered connections.
- 3.02 Each of the City and GSWSA shall have full rights at any time (including in real time) to access on-site and/or remotely and to read and to run reports from and for any period all meters (regardless of which System the meter is located on and regardless of which System owns the meter) that measure the Transmission Throughput. All meters that measure Transmission Throughput shall be subject to the required annual and as-requested equipment checks (including cost allocations therefor as between the meter owner and the other Party) as are required by Section 2.04 of the Wastewater Service Agreement for meters measuring flow to the Plant. To be clear, each Party will provide its own equipment at the meters that measure Transmission Throughput to monitor and read on-site or remotely and to extract reports from all or part of the said meters owned by the other Party.

- 3.03 Whenever in any three of six consecutive months the Transmission Throughput exceeds 50% of the monthly GSWSA Capacity (which would equate to a monthly average daily flow of 1.8 million GPD), GSWSA shall begin design work for capital improvements to provide other transmission of GSWSA's wastewater flow to the Plant or to another treatment facility, with such improvements to be completed and in service before the time at which Transmission Throughput in any month exceeds 90% of the monthly GSWSA Capacity (which would equate to a monthly average daily flow of 3.24 million GPD). If the required improvements are not in service by the required time, GSWSA shall not, without prior written approval by the City, connect any new customers to its system if that connection would flow through the 16-Inch Main or the New Main. The Parties hereto acknowledge and agree that preventing excessive demand on the City's transmission facilities is of critical importance and that the City shall be entitled to specific performance as a remedy for this Section 3.03.
- 3.04 Notwithstanding Section 3.03, at any point that GSWSA is obligated to begin or continue work on alternative transmission arrangements, that obligation may be suspended if the City commits to convey, for some set period or permanently, capacity to accommodate the amount of Transmission Throughput that is imposing that obligation. The cost and other terms for any such permanent or temporary allocation of additional capacity shall be as they may be agreed to by the Parties at that time. For the duration of such additional capacity allocation, that amount of additional capacity allocation shall be considered as part of GSWSA Capacity for purposes of this Cost Sharing Agreement.
- 3.05 If Transmission Throughput for any calendar day (from 12:00:00 a.m. through 11:59:59 p.m.) exceeds the daily GSWSA Capacity (which would equate to 3.6 million GPD), GSWSA shall pay, with respect to the excess, a capital charge per thousand gallons that is equal and in addition to the throughput charge described in Section 3.01.

ARTICLE IV

MISCELLANEOUS

4.01 This Cost Sharing Agreement is a supplement to and modification of the Wastewater Service Agreement, but only as to the subject matter hereof. Any terms not specifically supplemented to or modified herein shall remain as they are in the Wastewater Service Agreement. In the event of any conflict between this Cost Sharing Agreement and the Wastewater Service Agreement, but only as to the subject matter hereof, the terms of this Cost Sharing Agreement shall control with respect to the subject matter hereof. The duration of this Cost Sharing Agreement shall be the same as the duration of the Wastewater Service Agreement; and any replacement, amendment, or substitution of the Wastewater Service Agreement shall, unless otherwise provided therein, apply to this Cost Sharing Agreement.

IN WITNESS WHEREOF, the Parties have caused this Cost Sharing Agreement to be signed in their names by their duly authorized officers as of the date first hereinabove written.

[Signatures on following page.]

	GRAND STRAND WATER AND SEWER AUTHORITY
	By:
	Its: Chairman
Attest:	
Its Secretary	
	CITY OF CONWAY
	By:
	Its: Mayor
Attest:	
Its Administrator	