



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

PLEASE SILENCE ALL ELECTRONIC DEVICES

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE – Rev. Kyle Randle, First United Methodist

III. CONSENT AGENDA

- A. Final Reading of Ordinance #2024-09-16 (D), an Ordinance Establishing Restrictions and Penalties Related to Hate Intimidation and Hate Crimes.
- B. Approval of a Special Event – Conway High School Homecoming Parade – October 4
- C. Approval of September 3, 2024 Council Meeting Minutes

IV. PUBLIC INPUT

V. INTRODUCTION OF NEW HIRES

VI. SPECIAL PRESENTATION

- A. Presentation of Employee of the Month for September 2024 – Public Safety
- B. Presentation of a Proclamation Honoring September 17-23, 2024 as Constitution Week
- C. Presentation by Coast RTA
- D. Discussion of a request to rezone and amend the City’s Future Land Use Map (FLUM) of the City of Conway Comprehensive Plan, relative to approximately 0.32 acres of property located at 1926 Fulmer Street (PIN 338-06-02-0038) from the Low/Medium-Density Residential (R-1) district to the Highway Commercial (HC) district. (Hucks)
- E. Discussion of a request to annex approximately 0.48, 1.13, and 1.46 acres (3.07+/- acres total) of property located on Hwy 378, near the intersection of Airport Rd and Hwy 378 (PINs 336-13-04-0007, 370-04-01-0002, and 370-04-01-0003), and rezone from the

“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.”

Horry County Highway Commercial (HC) and Commercial Forest Agriculture (CFA) districts to the City of Conway Light Industrial (LI) district. (Hucks)

- F. Discussion of a request to annex approximately 4.5 acres of property located on Hwy 501, near Conbraco Circle (PIN 399-08-01-0001), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Highway Commercial (HC) district. (Hucks)
- G. Discussion of a request to rezone approximately 182+/- acres of property located on Waccamaw Drive (PIN 382-00-00-0002) from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district. (Hucks)

VII. PUBLIC HEARING AND SECOND READING

- A. Final Reading of Ordinance #ZA2024-09-16 (A) on an amendment(s) to a previously approved development agreement for the property known as the “Collins Jollie Conservation Subdivision” [Ordinance #ZA2023-02-06 (K)], located on Collins Jollie Road, containing approximately 828 +/- acres, and which contains the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex) and/or single-family attached dwellings (townhomes), as well as Primary Conservation areas, Secondary Conservation areas, and Open Space (PINs 295-00-00-0010; 295-00-00-0035; 295-00-00-0036; 295-00-00-0037; 295-00-00-0038; and 295-10-04-0011). (Hucks)
- B. Final Reading of Ordinance #ZA2024-09-16 (B) on an amendment to a previously approved development agreement for the property known as “Warden Station”, a Planned Development (PD) district [Ordinance #ZA2023-10-02 (A)] located on or near the corner of Pitch Landing Rd & Hwy 701 South, Kinlaw Lane & Hwy 701 South, and Pitch Landing Rd & Blaze Trail, containing approximately 1,763 +/- acres, and which contains the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex), single-family attached dwellings (townhomes), multifamily dwellings, as well as commercial and recreational uses (PINs 381-00-00-0003; 381-08-01-0006; 381-08-04-0009; 381-08-04-0010; 380-00-00-0038; 403-00-00-0001; 403-00-00-0002; and 403-00-00-0022). (Hucks)

VIII. FIRST READING

- A. First Reading of Ordinance #ZA2024-10-07 (A) amending Article 10 – Subdivision and Land Development, of the City of Conway Unified Development Ordinance (UDO), regarding revisions to the requirements for Parks and Open Space Dedication. (Hucks)
- B. First Reading of Ordinance #ZA2024-10-07 (C) to annex approximately 3.02 acres of property located at 4908 Highway 501 (PIN 399-01-04-0010), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Highway Commercial (HC) district. (Hucks)
- C. First Reading of Ordinance #ZA2024-10-07 (D) to annex approximately 0.60 and 0.50 acres of property located at 431 and 439 Dunn Shortcut Rd (PINs 337-07-02-0001 and
“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.”

337-07-01-0001), and rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium-Density Residential (R-1) district (Hucks).

D. First Reading of Ordinance #ZA2024-10-07 (E) to annex approximately 0.35 acres of property located at 5001 Converse Drive (PIN 383-08-01-0009), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district. (Hucks)

E. First Reading of Ordinance #2024-10-07 (F), an ordinance amending Title 8 Motor Vehicles and Traffic, Chapter 2 Parking, Sections 8-2-1 Definitions and 8-2-4 Stopping, standing or parking prohibited in certain places, establishing restrictions and penalties related to designated E-Parking, of the City of Conway Municipal Code. (Long)

IX. CITY ADMINISTRATOR'S REPORT

X. COUNCIL INPUT

XI. WORKSHOP

XII. EXECUTIVE SESSION

A. Discussion of an Economic Development Opportunity along Church Street [pursuant to SC Code §30-4-70 (A) (5)].

B. Discussion on Contractual Negotiations Incident to the Potential Acquisition of Property along Crabtree Swamp [pursuant to SC Code §30-4-70 (A) (2)].

XIII. RECONVENE FROM EXECUTIVE SESSION

XIV. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

XV. ADJOURNMENT

Any citizen of the municipality may make an appearance before City Council concerning any municipal matter with the exception of personnel matters. Persons desiring to speak must notify the City Clerk prior to the beginning of the meeting. However, if you are speaking regarding a public hearing item, then you would do so during that time on the agenda. Please address Council from the podium stating your name, address, and the subject you would like to discuss. The public may also access the meeting at <https://www.conwaysc.gov/> under the "Latest Events" tab on the home page. If you are unable to attend and would like to voice your concerns or comments regarding a request, please call the City Hall at 843-248-1760 or email ashelley@conwaysc.gov to be received prior to 12:00 noon on September 16, 2024. To ensure proper recording of public comments left on the City's voicemail, callers are urged to clearly pronounce their names and addresses, preferably providing spelling for both.

"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: SEPTEMBER 16, 2024
ITEM: III.A.

ISSUE:

Final reading of Ordinance #2024-09-16 (D) establishing restrictions and penalties related to hate intimidation and hate crimes

BACKGROUND:

Criminal incidents locally have shown the need for an ordinance specifically dealing with bias motivated events. This is another measure to protect all citizens and serve as a deterrent to bias based incidents.

The City has experienced multiple incidents of Antisemitic literature thrown from vehicles in various neighborhoods. The only possible remedy was littering charges, while the material was clearly bias based. Racist and antisemitic literature have also been posted on private and public property within the city limits. Again, the only actionable ordinances are those related to littering.

Recently, the City received complaints related to harassment targeted at individual residents based on perceived mental disability.

While these actions are already criminal offenses, they have only minor penalties. Research indicates that minor hate crimes can escalate into major events if they are unaddressed or if the initial response is insufficient to prevent such escalation. Additionally, they prompt stronger public outcry than a typical misdemeanor. Adding this ordinance will allow for enhanced penalties to be applied by the presiding judge in City Court.

City Council approved first reading at their September 3, 2024 meeting.

RECOMMENDATION:

Approve final reading of Ordinance #2024-09-16 (D) providing penalties for hate intimidation and hate crimes committed relative to existing City ordinances.

ORDINANCE #2024-09-16 (D)

AN ORDINANCE ESTABLISHING RESTRICTIONS AND PENALTIES RELATED TO HATE INTIMIDATION AND HATE CRIMES

WHEREAS, South Carolina is one of only two states in the United States that do not have any statewide law relating to hate crimes; and

WHEREAS, legislation can provide penalties for a person convicted of a crime with the intent to assault, intimidate, or threaten a person because of his or her race, religion, color, sex, age, national origin, sexual orientation, gender or gender identity, mental or physical disabilities; and

WHEREAS, the City of Conway rejects and condemns all groups and individuals whose ideologies are based on hate, violence, divisiveness, and intolerance; and

WHEREAS, the City of Conway desires to promote a safe and quiet environment for all of our residents and visitors; and

WHEREAS, the City of Conway is committed to promoting a community that is unified, where people of different races, religions, sexual orientations, and ethnic backgrounds resolve together to overcome the challenges of its past and become stronger and more inclusive.

WHEREAS, in the absence of action at the state level, Conway City Council feels morally and ethically compelled to act to prevent such crimes from going unnoticed and unpunished in Conway;

NOW, THEREFORE, BE IT ORDAINED, by the Conway City Council, that the City of Conway Code of Ordinances, Title 9, Chapter 3, is hereby amended to add Article C – Hate Intimidation and Hate Crimes, as attached hereto.

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

First Reading: September 4, 2024

Final Reading: _____

ARTICLE C – Hate Intimidation and Hate Crimes

Sec. 9-3-28 Hate Intimidation and Hate Crimes prohibited

A person who commits a crime in violations of Title 9 of the City of Conway Code of Ordinances or any other City ordinance, with the intent to intimidate or harass a person or persons, or to cause harm, injury, or damage to the person or property of the victims, or to deny the liberty rights of any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental ability or disability, or national origin of the victim or victims, shall be punished as provided in Section 9-3-29.

Sec. 9-3-29 Penalties

- (a) A violation of this section shall be a misdemeanor and punishable by a fine of not more than five-hundred (\$500) dollars or by imprisonment for not more than thirty (30) days. The sentence imposed shall be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record why the sentences should run concurrently.
- (b) Separate fines and/or sentences shall be imposed for contemporaneous and/or concurrent violations.
- (c) The Court may impose community service or participation in an educational or counseling program for violation of this section.
- (d) The Court may suspend the sentence and/or fine in whole or in part, and require completion of an educational program, a course of counseling, or appropriate community service. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows the court flexibility in selecting effective penalties in appropriate cases.

Sec. 9-3-30 Restitution authorized

In addition to the penalties provided for above, the court may order restitution up to the limits of the court's jurisdiction for damages sustained by the victim of the offense directly related to the commission of the crime, which may include compensation for medical bills, counseling or therapy, or damage to property sustained by the victim as a result of the underlying criminal offense.

DATE: SEPTEMBER 16, 2024
ITEM: III.B.

ISSUE:

Request from Conway High School for annual Homecoming Parade – Friday, October 4, 2024 –
Meagan Drennan, Conway High School

BACKGROUND:

Conway High School is requesting to have its annual homecoming parade on Friday, October 4, 2024, from 4:00 pm to 5:00 pm. The parade will start at Marina Drive, continue down Elm Street, turn right onto Third Avenue, turn left onto Main Street, turn left onto Fourth Avenue with a right turn onto Elm Street and end at Twelfth Avenue.

The applicant has requested rolling stops at Third and Main Street and Fourth and Main Street. Approval from SCDOT has been requested.

RECOMMENDATION:

Approve the special event permit as presented.

RECEIVED
9/4/2024



For Office Use Only

Permit Application

- ☐ Approved
☐ Disapproved
☐ Charges required
in the amount of _____

Signature _____

Date _____

SPECIAL EVENT PERMIT APPLICATION

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

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

Name of the event: Conway High Homecoming Parade

Name of permit holder: Conway High School

Address of permit holder: 2301 Church St.

City: Conway State: SC Zip: 29526

Telephone number of permit holder: 843-488-0662 Cell 843-995-6778

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

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

Name of organization: Conway High School Key Club

Address of organization: 2301 Church St., Conway, SC 29526

Telephone number of organization: 843-488-0662

What is the purpose of the activity? Homecoming parade containing homecoming
contestants, class floats + student organizations

What is the proposed date(s) of the activity? October 4, 2024

What are the proposed times of the activity? 4-5 PM / Set up begins at 2 PM

What are the plans for the event? Line up cars on Marina Dr. / Elm St. @ 2 PM.
Cars will line Marina Dr. from 2-4 on both sides. The parking on
Elm St. between Elm St. + Marina Dr. will be used.

What is the location or route of the activity? (Please attach any necessary route maps.) Map attached.
Rolling stops on Main St. at 3rd + 4th Ave.

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

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

Intersections on Elm St. between Marina Dr. + Conway Middle School. Rolling stops on Main St. @ 3rd + 4th Ave

What is the approximate number of participants? 100

What is the approximate number of vendors? 0

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

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

If yes, please explain: Vehicles, floats on trailers, + golf carts

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

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

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

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

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

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

How do you plan to remove garbage? _____

Will existing restroom facilities be adequate? ☒ Yes ☐ No

If not, describe plans to augment available sanitary facilities: _____

Please include any additional information that may be useful: _____

Does any of the following apply to the proposed activity: NO Fireworks Display _____ Other (live band, band, loudspeakers, sound amplifiers, etc.). Please specify: _____

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

Will alcoholic beverages be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

Times for alcohol to be served: From _____ To _____

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

The following does not apply to restaurants:

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

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

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

Applicant's Signature: N/A Date: _____



SPECIAL EVENTS ALCOHOL CONTROL POLICY

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

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

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

PROPERTY OWNER PERMISSION LETTER

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

Date

Signature

Witness

Address

Printed Witness Name

Telephone Number

INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

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

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

.....
Application completed by: _____

Contact No.: _____

Date: _____

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

Please return completed permit application to:

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

[FOR OFFICE USE ONLY]

Special Event: Homecoming Parade Date(s) October 4 2024

Sponsoring Organization: Conway High School

Application completed by: Meagan Drennan Contact No.: 843 488-0662 Date: September 3 2024

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>9/5/2024</u> Date	
Police Department	
Fees or charges associated with this event: <u>see attached</u>	
Special Conditions/Comments: <u>see attached</u>	
<u> </u>	
Police Officers	\$40.00/hour per officer

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>9/5/2024</u> Date	
Fire Department	
Fees or charges associated with this event: <u>see attached</u>	
Special Conditions/Comments: <u>see attached</u>	
<u> </u>	
Fire Inspector/Fire-Rescue Officers	\$40.00/hour per officer

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
<u>9/5/2024</u> Date	
Public Works Department	
Fees or charges associated with this event: <u>see attached</u>	
Special Conditions/Comments: <u>see attached</u>	
<u> </u>	
<u>Residential & Non Residential Street Closure</u>	
Barricades	\$20.00 each
Public Works Employee	\$25.00/hour per employee

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
Date	
Parks & Rec. Department	
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

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

<input checked="" type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
Date	
Planning Department	
Special Conditions/Comments: <i>see attached</i>	

<input type="checkbox"/> License(s) obtained for _____ vendor(s)	<input checked="" type="checkbox"/> License(s) not required
Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date	
Business License Department	
Special Conditions/Comments: <i>see attached</i>	

RELEASE AND INDEMNIFICATION AGREEMENT
City of Conway

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

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

Conway High School Homecoming Parade

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

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

mo

(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.

mo

(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.

mo

(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.

mo

(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.

mo

(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.

MO (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.

MO (Special Event Holder initial here)

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

MO (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.

MO (Special Event Holder initial here)

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

PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:

Conway High School

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

NAME: Meagan Drennan TITLE: Key Club Advisor
SIGNATURE: Meagan D. Drennan DATE: 9/3/2024

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION
City of Conway

- A. In consideration for being permitted to use the facilities of the City of Conway, Conway High School
(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 High School
NAME OF PERSON/ORGANIZATION

Meagan D. Davis
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

9/3/2024
DATE



STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND
POST OFFICE BOX 11066
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

POLICY NUMBER	FROM	POLICY PERIOD	TO	TYPE OF INSURANCE	DATE PRINTED
T150260025	05/10/2024	05/10/2025		GENERAL TORT LIABILITY	07 MAY 2024

COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:
CD-01 CD-10 CD-12 CD-47 CD-48

NAMED INSURED AND ADDRESS	CONTACT PERSON AND PHONE	FORM #	PAGE
HORRY COUNTY SCHOOLS DISTRICT	RUSSELL TYLER	CD-12	1 OF 1
PO BOX 260005	(843) 488-6594		
CONWAY, SC 29528-6005	TYPE OF ACTIVITY		ACTIVITY #
	ENDORSEMENT CERTIFICATE OF INSURANCE		028

EFFECTIVE DATE - 05/10/2024

NAME AND ADDRESS OF CERTIFICATE HOLDER: 0062

CITY OF CONWAY
PO BOX 1075
CONWAY SC 29528-0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

THIS IS TO CERTIFY THAT A POLICY HAS BEEN ISSUED TO THE ABOVE NAMED INSURED AND IS IN FORCE AT THIS TIME. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THIS POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THIS POLICY.

POLICY EXCLUDES ALL CONTRACTUAL LIABILITY.

CANCELLATION: SHOULD THIS POLICY BE CANCELLED BEFORE EXPIRATION DATE THEREOF THE INSURANCE RESERVE FUND WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO ABOVE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY.

COVERAGE PROVIDED FOR:	LIMIT OF LIABILITY
THE ABOVE NAMED INSURED, ITS EMPLOYEES AND/OR VOLUNTEER EMPLOYEES	\$1,000,000 PER OCCURRENCE

THIS ENDORSEMENT SHOULD BE ATTACHED TO AND BECOME PART OF POLICY T150260025

MAY 6, 2024

DATE

ANNE MACON SMITH

Director
South Carolina Insurance Reserve Fund

Natasha Sherman

From: Phillip Le Hendrick
Sent: Thursday, September 5, 2024 10:29 AM
To: Natasha Sherman
Subject: RE: Conway High Homecoming Parade

Fire is good. We will have the fire truck there, unless we hear differently.

From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Thursday, September 5, 2024 8:12 AM
To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <bfleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>
Subject: Conway High Homecoming Parade

Please email me if you need any additional information.

Natasha Sherman
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, March 12, 2024 11:26 PM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

Natasha Sherman

From: Dale Long
Sent: Thursday, September 5, 2024 8:38 AM
To: Natasha Sherman; Adam Emrick; Alicia Shelley; Anne Bessant; Ashley Smith; Brandon Harrelson; Braxton Fleming; Business License; David Parker; Debbie Smith; Jessica Hucks; John Rogers; June Wood; Karen Johnson; Katie Dennis; Mary Catherine Hyman; Phillip Le Hendrick; Reggie Jenerette; Steven Pearce; Tammy Carter; Timmy Williams; Tyres Nesmith
Subject: Re: Conway High Homecoming Parade

OK for PD. I will get to work on the DOT approval for the route.

Get Outlook for iOS

From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Thursday, September 5, 2024 8:11:32 AM
To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <b Fleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>
Subject: Conway High Homecoming Parade

Please review the proposal and let me know what you think.

Natasha Sherman
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, March 12, 2024 11:26 PM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

Natasha Sherman

From: Brandon Harrelson
Sent: Thursday, September 5, 2024 8:56 AM
To: Natasha Sherman
Subject: RE: Conway High Homecoming Parade

We are good.

From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Thursday, September 05, 2024 8:12 AM
To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <bfleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>
Subject: Conway High Homecoming Parade

Forgot to mention the approval and get it all me back.

Natasha Sherman
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, March 12, 2024 11:26 PM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

Natasha Sherman

From: Business License
Sent: Thursday, September 5, 2024 9:06 AM
To: Natasha Sherman
Subject: RE: Conway High Homecoming Parade

Approved.

Bradley Todd

City of Conway
Business License Inspector
196 Laurel Street : PO Drawer 1075, Conway, SC 29528
Contact | P: 843-488-7631 | C: 843-504-5740 | F: 843-248-1718
| E: businesslicense@conwaysc.gov



From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Thursday, September 5, 2024 8:12 AM
To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <bfleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>
Subject: Conway High Homecoming Parade

Please click on the link to approve or mail - email me back

Natasha Sherman
Executive Assistant
City of Conway

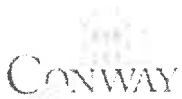
From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, March 12, 2024 11:26 PM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

Natasha Sherman

From: Katie Dennis
Sent: Thursday, September 5, 2024 10:09 AM
To: Natasha Sherman
Subject: RE: Conway High Homecoming Parade

Ok with Planning.

Katie Dennis, MSCM, CFM
Planner
City of Conway Planning & Development
196 Laurel Street Conway, SC 29526
Office: (843) 488-7852 Cell: (843) 421-2337
Please note our email is changing to @conwaysc.gov



From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Thursday, September 5, 2024 8:12 AM
To: Adam Emrick <aemrick@conwaysc.gov>; Alicia Shelley <ashelley@conwaysc.gov>; Anne Bessant <abessant@conwaysc.gov>; Ashley Smith <asmith@conwaysc.gov>; Brandon Harrelson <bharrelson@conwaysc.gov>; Braxton Fleming <bffleming@conwaysc.gov>; Business License <businesslicense@conwaysc.gov>; Dale Long <dlong@conwaysc.gov>; David Parker <dparker@conwaysc.gov>; Debbie Smith <dsmith@conwaysc.gov>; Jessica Hucks <jhucks@conwaysc.gov>; John Rogers <jrogers@conwaysc.gov>; June Wood <jwood@conwaysc.gov>; Karen Johnson <kjohnson@conwaysc.gov>; Katie Dennis <kdennis@conwaysc.gov>; Mary Catherine Hyman <mhyman@conwaysc.gov>; Phillip Le Hendrick <phendrick@conwaysc.gov>; Reggie Jenerette <rjenerette@conwaysc.gov>; Steven Pearce <spearce@conwaysc.gov>; Tammy Carter <tcarter@conwaysc.gov>; Timmy Williams <twilliam@conwaysc.gov>; Tyres Nesmith <tnesmith@conwaysc.gov>
Subject: Conway High Homecoming Parade

Please let me know if you need more information and email me back

Trishie C. McQueen
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, March 12, 2024 11:26 PM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

CITY OF CONWAY
CITY COUNCIL MEETING
CONWAY CITY HALL
229 MAIN STREET, CONWAY
TUESDAY, SEPTEMBER 3, 2024 - 4:00 P.M.

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

STAFF: Adam Emrick, City Administrator; John Rogers, Deputy City Administrator; June Wood, Public Information Officer; Jeff Leveille, Technology Services Director; Timmy Williams, Hospitality & Beautification Director; Lynn Smith, Human Resources Director; Dale Long, Police Chief; Ted Dudley, Interim Public Utilities Director; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Ashley Smith, Parks and Recreation Director; Rock Rabon, Fleet Maintenance Director; Brandon Harrelson, Public Works Director, Allison Williams, Finance Director and Alicia Shelley, City Clerk.

OTHERS: There were approximately 25 others in attendance.

CALL TO ORDER: Mayor Blain called the meeting to order. Arland Edwards, The Rock Church gave the invocation and led the Pledge of Allegiance.

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

CONSENT AGENDA:

- A. Final Reading of Ordinance #ZA2024-09-03 (A) to annex approximately 0.36 acres of property located at 163 Lander Drive (PIN 383-15-01-0026), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**
- B. Final Reading of Ordinance #ZA2024-09-03 (B) to annex approximately 0.67 acres of property located at 3045 E Hwy 501, (PIN 399-01-04-0008), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.**
- C. Approval of August 19, 2024 Council Meeting Minutes**

APPROVAL OF CONSENT AGENDA: Motion: Butler made a motion, seconded by Jordan to approve the September 3, 2024 consent agenda. **Vote:** Unanimous. Motion carried.

PUBLIC INPUT:

Ron Matta spoke against Warden Station and Brookhaven annexations.

Bill Taylor spoke against the proposed rezoning at 1400, 1402, and 1404 Laurel Street.

Liz Marlowe spoke against the proposed rezoning at 1400, 1402, and 1404 Laurel Street.

Angela Springer spoke against the proposed rezoning at 1400, 1402, and 1404 Laurel Street.

Joe Chianese spoke against the proposed rezoning at 1400, 1402, and 1404 Laurel Street.

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

SPECIAL PRESENTATION:

A. Presentation of Longevity Awards – August 2024 - 5 Years: Kimberly Staples, Finance; 5 Years: Richard Higgins, Fire; 5 Years: Joseph Thornberry, Recreation (absent); 5 Years: Janic Hopkins, Recreation; 10 Years: Debbie Smith, Administration; 20 Years: Tasha Sherman, Administration; 25 Years: K Michelle Johnson, Police – Emrick and Helms presented the longevity awards.

B. Discussion of a proposed amendment to *Article 10 – Subdivision and Land Development*, of the City of Conway Unified Development Ordinance (UDO), regarding revisions to the requirements for Parks and Open Space Dedication. Hucks informed Council that this proposed amendment to Article 10 of the Unified Development Ordinance was one of the 2 sections of Article 10 that was pulled from the amendments to Article 10 that were recently adopted due to the complexity of the amendments proposed. Open Space requirements was one of the items that was originally discussed at Council's budget retreat in 2023, as a result of a park expansion plan, based on the National Recreation and Park Association guidelines for parks and recreation facilities related to population size. At that time, 2 different options were discussed: (1) In lieu of a developer providing open space onsite, open space could be provided adjacent to the development that could be dedicated to the City once the required improvements were completed, and to include possible incentives, such as density bonuses, to developers who opted to do so; and (2) Adding an additional percentage to the fee in lieu of providing open space amount, which is based on the written appraisal of the property, such as an additional 25% on top of the appraised value, with the appraised value required to be the value of the property as if the development and open space areas were complete with all improvements and infrastructure installed.

Hucks stated that while some of what is proposed to be amended are housekeeping revisions, also proposed is the rewording of certain parts of the Open Space ordinance to provide clarity as to the requirements for Open Space dedication in general. Some of the more notable revisions proposed include: (A) The calculation of the amount of open space that is required. Currently, the amount of open space required is calculated by multiplying the number of lots/units proposed by 2.6, which is the average household size per the most recent US Census, and then multiply that number by .008, which is the recommended size of open space per person recommended by the national parks service. The problem with this is that the average household size changes over time. Some census sources put the average household size at 2.5, and when the 2030 US census is done, this number could be less, or it could be more. Either way, the current ordinance does not provide a consistent or definitive number that can be used to calculate open space. Staff has looked at other

cities and towns to see how they determine the amount of open space that is required, and while there are several ways to calculate it, this amendment proposes to require a minimum of 1,000 sq. ft. of open space per lot or unit. This number ensures that the total amount of open space that is required for future development will not be less than what has been required. For example, a 200-lot subdivision, under the current formula, is required to provide a minimum of 4.16 acres of open space. Under the proposed formula, a 200-lot subdivision would be required to provide a minimum of 4.59 acres of open space. (B) Another amendment includes changes to the suitability requirements for open space. Currently, the suitability requirements in the current ordinance, which includes requirements for unity, location, accessibility, usability, and connectivity, were the same for passive and active open space areas. The proposed amendment breaks down suitability requirements for each type of open space area to be provided, including active, passive and ancillary areas. The amendment also provides a list of acceptable features to be considered “active” open space, and also specifies that a minimum of 25% of the required amount of open space to be provided shall be suitable for active areas and/or features. (C) The fee in lieu section of the ordinance is proposed to be renamed to “Open Space Mitigation”, which will include an additional option to providing open space, in that the developer would have the option to locate the required open space offsite, but with certain conditions; some of which include the requirement for the offsite park to have access to external roadways so that the public did not have to drive thru the subdivision to access the park, the offsite park would have to be accessible via pedestrian travel to the project or subdivision it is intended to serve, and the offsite park would be deeded to the City once improvements are complete; among other conditions. (D) Also amended were the requirements for appraisals, removing the different standards for Planned Development Districts, as they now must meet the same standards as any other major residential subdivision, AND the amendment also removes the ability of Planning Commission or staff to accept a different method of determining the value of the property other than the requirement for the appraisal to be performed by a licensed South Carolina appraiser. However, any requests to pay the fee in lieu of requiring open space will continue to require a recommendation by Planning Commission and approval by Council.

Hucks stated that this section of Article 10 was more comprehensive and complex in nature than most amendments, which is why this section is a standalone amendment. There are some minor tweaks to the amendment that are anticipated before it comes to Council for first reading, but Planning Commission held the required public hearing at their August 1 meeting, and then deferred the item until their September 5 meeting upon staff’s recommendation so that if any revisions were discussed during the August 1 meeting, those revisions could be incorporated into the proposed amendments that would be considered the following month.

Council discussed future amendments, development sizes, Planned Development districts, and new development subsidies.

- C. Discussion of a request to rezone approximately 0.33 acres of property (0.14a; 0.08a; 0.11a) located at 1400, 1402, and 1404 Laurel Street (PINs 338-11-02-0022; 338-11-02-0023; & 338-11-02-0024) from the City of Conway Low/Medium-Density Residential (R-1) district to the City of Conway Professional (P) district.** Hucks stated that the applicant is seeking to rezone a portion of each of these 3 properties from

low/medium density residential (R-1) to Professional (P) and then combine those portions with the property at 1409 Main Street, which is directly abutting these parcels, in order to provide additional parking for the ophthalmology and surgery center. A survey has been provided proposing to subdivide a small portion of each parcel, which cannot be approved for recording until some of the structures on the parcels have been removed, as property lines going thru structures or not meeting setbacks cannot be approved. Properties on each side of the parcels as well as across from the parcels are residential and also zoned R-1. The current future land use map also identifies all 3 parcels as low/medium-density residential. Planning Commission is scheduled to hold the public hearing at their meeting this Thursday, September 5 and will make a recommendation. That recommendation will be forwarded to Council with first reading, which could take place as soon as September 16. However, if first reading is approved, final reading could not occur until the survey has been recorded and the portions have been combined with the other property.

- D. Discussion of a request to annex approximately 3.02 acres of property located at 4908 Highway 501 (PIN 399-01-04-0010), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Highway Commercial (HC) district.** Hucks stated that this property has had a restrictive covenant for city utilities since 2008, which requires current and future owners to annex into the city limits once the property becomes contiguous. With the annexation of the property to the left of this one, the old entrance to MB National, this parcel is now contiguous. The property is currently zoned Horry County Limited Industrial, likely due to the industrial nature of the existing business, Lynn Ladder & Scaffolding, an equipment rental company. The city's future land use map identifies the parcel as Highway Commercial, and the adjacent parcel, the old MB National entrance way, was annexed as Highway Commercial. The requested zoning district upon annexation is Highway Commercial, as Highway Commercial is consistent with recent annexations that have occurred along this portion of Highway 501 and with the city's future land use map. Planning Commission will hold the required public hearing at the September 5 meeting and make a recommendation on the request, which will be forwarded to Council with first reading.

FIRST READING:

- A. First Reading (*by title only*) of Ordinance #ZA2024-09-16 (A) on amendment(s) to a previously approved development agreement for the property known as the "Collins Jollie Conservation Subdivision" [Ordinance #ZA2023-02-06 (K)], located on Collins Jollie Road, containing approximately 828 +/- acres, and which contains the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex) and/or single-family attached dwellings (townhomes), as well as Primary Conservation areas, Secondary Conservation areas, and Open Space (PINs 295-00-00-0010; 295-00-00-0035; 295-00-00-0036; 295-00-00-0037; 295-00-00-0038; and 295-10-04-0011).**

Hucks stated this was amendment was discussed during the workshop portion of the August 19 council meeting. Council approved a development agreement for the Collins Jollie Conservation Subdivision in February 2023, the sole purpose of which was to allow the master developer to record the wetlands, flood zones, and other conservation areas with each tract proposed to be developed, rather than all at one time, as the overall acreage was

being developed by different entities. The conservation subdivision ordinance language currently requires that all open space and conservation areas within a conservation subdivision, regardless of whether it is a single neighborhood design or a multiple neighborhood design, be platted as an instrument of permanent protection, such as a conservation easement or dedication to a third-party conservation group, prior to land disturbance. The reason being that some tracts will contain a majority of the conservation areas that are being utilized across all tracts to count towards the minimum requirements. With regard to Collins Jollie, there are at least 3 or 4 different developers involved, and whereas one developer may be ready to begin land disturbance, other developers may have just begun the plan review process and is several months away or longer from receiving approval for land disturbance; however, because of the wording of the current ordinance for a conservation subdivision, the only option is for the master developer to have the instrument of permanent protection platted across all tracts at the same time, which is why a development agreement was proposed and approved in 2023. That development agreement was never recorded, and staff realized that one of the property owners in effect at the time in which the original development agreement was proposed did not provide a signed joinder of other owner's form with the agreement, and since Council approved the original agreement, other tracts have been sold to the entities that will be developing them. Because of this, staff felt it was necessary to take the agreement back thru the process, and further, the owners have requested some revisions to language provided in the previously approved amendment. Staff has reviewed the proposed language and has sent comments back to the applicant.

Hucks said that Planning Commission is holding the first of 2 required public hearings on the request, which will be at the September 5 Planning Commission meeting. The 2nd public hearing has been advertised for the September 16 Council meeting, during final reading of the request. Staff does recommend approval of first reading, with the understanding that the request will not be given final reading until Planning Commission has provided a recommendation and all outstanding comments have been addressed.

Motion: White made a motion, seconded by Helms to approve the first reading of Ordinance #ZA2024-09-16 (A) by title only. **Vote:** Unanimous. Motion carried.

- B. First Reading (*by title only*) of Ordinance #ZA2024-09-16 (B) on an amendment to a previously approved development agreement for the property known as “Warden Station”, a Planned Development (PD) district [Ordinance #ZA2023-10-02 (A)] located on or near the corner of Pitch Landing Rd & Hwy 701 South, Kinlaw Lane & Hwy 701 South, and Pitch Landing Rd & Blaze Trail, containing approximately 1,763 +/- acres, and which contains the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex), single-family attached dwellings (townhomes), multifamily dwellings, as well as commercial and recreational uses (PINs 381-00-00-0003; 381-08-01-0006; 381-08-04-0009; 381-08-04-0010; 380-00-00-0038; 403-00-00-0001; 403-00-00-0002; and 403-00-00-0022).**

Hucks stated that this is an amendment to a development agreement that was approved in January of this year and was subsequently recorded at the register of deeds. The amendment comes down to one section of the agreement regarding Tree Preservation. Plans were submitted for review earlier this year for mass grading of the entire site. These

plans could not be approved, in large part due to the language in the Development Agreement, that not only requires a tree survey to be provided for each tract within the Planned Development at the time of plan submittal, before any land disturbance could be approved, but that the tree survey shall include any tree in excess of 6 inches in caliper. This would mean that any pine tree or other tree not protected per the city's tree preservation ordinance would still be required to be shown on a tree survey. The applicant is seeking an amendment that specifies the more standard requirement, that a tree survey indicating the specimen, location and DBH of all protected and landmark trees, per the city's tree preservation ordinance, to be submitted for each tract within the project at the time of plan submittal. The applicant has also included language in this revision to ensure that no land disturbance, including grading and clearing, will occur without staff approval nor without proper mitigation. Additionally, as with the current Development Agreement, the applicant has also agreed to be subject to the Tree Preservation Ordinance that is in effect at the time of plan submittal. This item is also scheduled for the first of 2 required public hearings at the September 5 Planning Commission meeting, and the 2nd public hearing scheduled to occur at the September 16 council meeting, where final reading is also scheduled to occur.

Hucks said that staff recommends approval of first reading of the amendment, as final reading cannot occur until Planning Commission has provided their recommendation on the request.

Motion: Goldfinch made a motion, seconded by White to approve the first reading of Ordinance #ZA2024-09-16 (B) by title only. **Vote:** Unanimous. Motion carried.

- C. First 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.** Hucks informed Council that this request came about when the property owner went to set up his water account for property at 104 Gardner Lacy Road, which is currently vacant. The applicant is the owner of Archer's Action Auto Service Center, located directly across from the subject property located at 103 Gardner Lacy Road, and have been in business for more than 20 years. The applicant, who owns the property now requiring annexation, submitted plans to Horry County in February of this year, to build a new facility on this property, an auto repair and service center. At the time plans were submitted, the property was not contiguous but now the adjacent parcel received first reading on February 19 and the applicant submitted his plans on February 27. On March 19 of this year, the adjacent parcel was annexed into the city, making this property contiguous. Last week, the applicant, who is also the property owner and the business owner, was informed that his permits were ready to be picked up at the county but that he would need to bring his receipt for the water services, which he proceeded to obtain. He was informed at that time that he would need to request annexation and that permitting would have to be done through the city, which means he will have to restart the process to ensure that city requirements are met.

Hucks said that Gardner Lacy Road is a mix of county and city zoning, with most properties along Gardner Lacy being in the county; many of them industrial. The city has a water tower on Gardner Lacy Road, and the surrounding properties on the same side are in the

city, zoned Light Industrial. However, parcels recently annexed into the city limits with frontage on Highway 501 were assigned Highway Commercial upon annexation, as that is the zoning designation on the city's future land use maps. The future land use map identifies this property as Highway Commercial as well. The proposed use is permitted in the Highway Commercial district. Due to the nature of situation, staff is trying to expedite the annexation request so that the applicant can either 1) restart the process to the city, or 2) proceed with permitting at the county if annexation were to be denied at this time. If first reading is approved, the request would be advertised for the October 3 Planning Commission meeting, and staff would try to have the request on the October 7 City Council meeting agenda for final reading. Staff has briefly looked at the plans that were approved at the county, and it appears that most of the city's requirements could be met, but there were 2 things that stuck out: the location of the dumpster facility, and the lack of sidewalks shown along Gardner Lacy, which will be required if annexed.

Hucks said that because the property is within the city's utility service area and is contiguous on 2 sides now with final reading of another property which also abuts this property, staff recommends approval of the annexation.

There was some discussion regarding having second reading at the time of CO, like the Pinnacle Storage property, and staff said that there are issues now with those types of annexations and do not recommend.

Motion: Blain made a motion, seconded by White to approve the first reading of Ordinance #ZA2024-09-16 (C). **Vote:** Unanimous. Motion carried.

- D. First Reading of Ordinance #2024-09-16 (D), an Ordinance Establishing Restrictions and Penalties Related to Hate Intimidation and Hate Crimes.** Rogers said that the city has recently experienced a few incidents of Antisemitic literature thrown from vehicles in various neighborhoods. The only possible remedy was littering charges. Recently, the city received complaints related to harassment targeted at individual resident's base on perceived mental disability. The state does not have a crime legislation that allows tacking on any hate statute for these crimes. While these actions are already criminal offenses they have minor penalties. These incidents generally get a lot of interest from the public, so this ordinance will allow the city to tack on a separate hate crime to any violation of any city ordinance where it was determined that hate intimidation was relevant to the crime.

Blain spoke in favor of this ordinance and encouraged all to support.

Goldfinch said that he shared the same sentiments and that if the ordinance passes, Conway will be the 17th city in South Carolina to pass such an ordinance.

Motion: White made a motion, seconded by Jordan to approve the first reading of Ordinance #ZA2024-09-16 (D). **Vote:** Unanimous. Motion carried.

CONSIDERATION:

A. Consideration of a Special Event - Conway Artisans Festival – October 26, 2024

Rogers stated that items A. and B. are independent on the grant so Council may want to consider these items together. Blain agreed and said that Council would combine the next item, Item B. Consideration of Award of 2024-25 Economic Development Grant with this item.

Rogers said that the Conway Architectural Salvage and Heritage Project would like to hold the Conway Artisan Festival to celebrate the traditional crafts and trades of our local area to educate the public about their mission to serve as a hub for the revival of traditional crafts and skills. The event will include artisan markets, craft demonstrations, activities for children and adults, music, and drink and food trucks. CCU's Art Department, student and faculty will showcase material they have reused for their projects. Road closures for this festival include Fifteenth Avenue to be closed from Mayfair Terrace to Lakeside Drive, and B Street closed from Fourteenth Avenue to Fifteenth Avenue from 10:00 a.m. to 8:00 p.m. on October 26. The vendor anticipates 500 participants and 30 vendors.

Rogers said that staff does not object, but considering this is a new event in a residential neighborhood, staff asked for Council to consider that.

Blain stated that she does not see a staff recommendation and that Council relies on staff's research to make an approval. Blain did say that this was a new location but not a much-traveled location.

Rogers stated that the festival will bring folks into a residential neighborhood but that the neighborhood is used to it with a school nearby.

Motion: White made a motion, seconded by Jordan, to approve the special event.

Rogers said that the Conway Architectural Salvage and Heritage Project was also asking for \$11,000 from the Economic Development Grant and if Council is approving the festival, staff recommends approval of the grant.

Motion: White amended his previous motion to include the award of the Economic Development Grant in the amount of \$11,000 along with the approval of the festival. Jordan seconded the amended motion. **Vote:** Unanimous. Motion carried.

B. Consideration of Award of 2024-25 Economic Development Grant – see previous motion.

CITY ADMINISTRATOR'S REPORT:

Emrick informed Council of the following:

- Next Wednesday is the 23rd anniversary of the September 11th attacks. As the city has in previous years, the city will join American Legion Post 111 in a memorial on the Main Street bridge. At 8:46 am, the time of the first attack in New York, our Firefighters will

raise two ladders over the bridge to symbolize the twin towers of the World Trade Center. At 9:59 am, the time that the South Tower collapsed, we will bring down one of the ladders, and at 10:28 am, the time the North Tower collapsed, we will bring down the second ladder. If you have never seen this in person, please do so this year. It is a moving tribute.

- The 19th of September is International Talk like a Pirate Day. To Commemorate this very important date, at 11 am on the 19th, the mayor will issue her Halloween Proclamation, and we will unveil and Christen one of the big additions to our Halloween displays. This will take place at the Marina.
- On the 21st of September, the Theater of the Republic will hold their 2nd Annual Youth Performing Arts Festival downtown. Last year, on year one, this event was very well attended by a whole new type of crowd for downtown and it was held during a tropical storm. This year should be bigger and better and hopefully cement it as an annual event for years to come.
- Conway Superstar is Saturday September 28 at 3 pm at Conway High School.
- Halloween decorations will start appearing soon. Last year, Halloween took staff about two weeks to get up, it will definitely take longer this year, but it is going to be absolutely amazing. Emrick detailed just a few of the new events this year.
 - On October 1, the city will kick off the month with a costumed march from the newly redesigned Jerry Cox Parking Lot to the newly redesigned Town Green, where there will be a Halloween themed band, costume contest and more.
 - CHS's Homecoming is October 4.
 - October 5 the city will have a Pickleball Tournament and Public Safety Day, which will bring public safety departments from all over the Region to downtown with a kid's carnival.
 - National Night Out is now October 8, so Emrick said that he is certain there will be a spooky theme to it.
 - The city will host the downtown Watch Party on the 10th as Coastal travels to JMU to rain terror on the Dukes.
 - The BBQ Festival is the 11th and 12th, and it keeps getting better and better.
 - The Halloween Hustle, 10k is on the 19th, with the largest number of participants ever for a race in Conway. It will be followed immediately by the Golf Cart Parade and CCU Homecoming Parade. The 19th is the busiest day of the month with more events.
 - The Scare on the Square is on the 27th and will bring Professional Wrestling to the Town Green
 - Nightmare On Elm Street is on the 30th and will feature Coastal Carolina's men's and women's basketball in a meet and greet with games and prizes and fun, on Elm Street.
- Emrick said that there are two workshop items tonight, neither of which should be too lengthy and no executive session, so if it's okay and to save time those can be handled here in council chambers.

Goldfinch asked for the Administrator to elaborate on the Laurel Street rezoning. Emrick said that he was Planning Director when Vaught Eye Center was built, and that parking was a concern however Vaught did ask for a parking variance. A few years ago, the city created an Ordinance to allow stand-alone parking which allows parking across the street and down the road from the eye center which is not ideal. Vaught is now looking for a compromise from what the community is steadfastly in support of which is the maintaining of the neighborhood character and still trying to

find a way to put more parking adjacent to the building. The way the plan is structured is just that a compromise, and Emrick said he is not weighing in on whether that should happen, but the lots on Laurel Street are deeper than what is required. The plan shows the taking off the rear of those lots and adding them to the eye center property to add parking, without necessarily compromising the integrity of the street front on Laurel Street. This allows parking behind the homes but on the eye center property. The buffer on one side will be moved to the other side so there will still be a buffer between the homes and where the parking is going. Emrick said that some of the storage sheds and structures will have to be removed.

Blain asked about ingress and egress. Emrick said that would be Fourteenth, Fifteenth and Main Street.

COUNCIL INPUT:

Helms is looking forward to Halloween. She mentioned Harrelson being on the radio with Smith, Coastal Football playing great, and Conway High improving. Helms said she is looking forward to cooler weather events and she appreciates staff for all their hard work.

White thanked Smith for having the Smith Jones pool open the other night and asked if it could be open a little longer due to the hot weather.

Goldfinch said that he would like a workshop discussion soon on everyone's opinion of public input.

WORKSHOP:

Gardner Lacy Road and Highway 501 Annexation – Hucks informed Council of a property on the corner of Gardner Lacy and Highway 501 and said that staff met with the developer more than a year ago and he was interested in annexing this property for the development of a shopping center. The developer has rezoned a few parcels abutting this to Highway Commercial, for a Popeyes Chicken and a Freddie's. Hucks said that staff met with the developer again last week and now he is interested in annexing the parcels across the railroad directly in front of the high school and on the opposite side. There are 3 long skinny lots that are zoned Horry County Office, Professional, Institutional (OPI) and on the City's future land use map they are zoned Professional. Prior to the submittal of an annexation application, because at the time he wanted to know if he could just submit for the tracts closest to Myrtle Beach National Golf Course and Carolina Forest High School, which would be more residential. Staff told the applicant that it would probably be best if he would bring them in together because the ones nearest to the high school and MB National is going to be controversial, and the shopping center not so much. It is a large number of multifamily units that would be proposed. Hucks said that when staff amended the ordinance to allow the height limit in the R3 district to be increased, was done so with this particular property in mind, although it was not the same exact location for the multifamily. Before an annexation application was submitted, staff wanted to discuss the possibility of these properties being annexed with the commercial development along Highway 501 of the request, staff does not believe that the applicant has a desire to pursue one without the other. Staff did inform the applicant that it would be likely due to the nature and the unit count on some of these parcels that a development agreement would be necessary. The applicants did show staff a conceptual plan which shows high density for those properties, but they are within

the city's utility service area. Hucks said that staff wanted to make council aware and get feedback as nothing has been submitted yet as there are a couple of issues as well. Hucks said that on their website they show a conceptual plan of what the shopping center may look like if they are successful in getting the rezoning and purchasing of these properties this would be another shopping center with several outparcels, which would be done in conjunction with the multifamily tracts.

Hucks recommends a traffic study.

Council discussed the probability of the county rezoning, density in the area, traffic concerns, needed uses for that area, road improvements, public safety, and the rails to trails plan.

Stormwater Plan Review Fees – Harrelson informed Council that a couple of years ago a stormwater review fee was put into place to assist in recouping some of the funds that were spent on the larger and more complex developments that are sent out to engineers. At that time, it was agreed that \$50 per lot for less than 5 acres and \$100 per lot for anything over 5 acres. Harrelson said that after talking to Hucks, one of the things that staff runs into is, for example Warden Station, they submitted a mass grading plan and a stormwater masterplan that had 0 lots on it, therefore staff was unable to charge anything. Staff now thinks that the best thing to do is to follow suite with sanitation and public utilities, once the builder comes in to pick up the permit, the builder would then pay the flat \$100 fee per lot at that time. The city would, instead of recouping the fee on the frontside, it would be collected on the backside.

After much discussion regarding a one-time fee up front, the per lot fee on the frontside or the backside, bonds, fees at final plat, or a combination of fees on the front and back; Council directed staff to look at all the pieces of the puzzle and bring back to Council what meets the immediate needs of the department and gives the city some semblance of guaranty of expending public funds and how to recoup them.

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

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

Alicia Shelley, City Clerk

DATE: SEPTEMBER 16, 2024
ITEM: VI.A.

Presentation of Employee of the Month for September 2024 – Public Safety

DATE: SEPTEMBER 16, 2024
ITEM: VI.B.

Presentation of a Proclamation Honoring September 17-23, 2024 as Constitution Week

DATE: SEPTEMBER 16, 2024
ITEM: V.I.C.

Presentation by Coast RTA

DATE: SEPTEMBER 16, 2024
ITEM: VI.D.

ISSUE:

Discussion of a request to rezone approximately 0.32 acres of property located at 1926 Fulmer Street, (PIN 338-06-02-0038) from the Low/Medium-Density Residential (R-1) district to the Highway Commercial (HC) district, to include a request to amend the City of Conway Future Land Use Map of the Comprehensive Plan.

BACKGROUND:

The applicant is seeking to rezone the subject property to the Highway Commercial district in order to expand their daycare capabilities. The daycare is directly abutting this property, and fronts on Main Street (Hwy 701 N). This request to rezone the property will be accompanied by a Future Land Use Map amendment request. The property is currently vacant and zoned Low/Medium-Density Residential (R-1).

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Highway Commercial (HC), Professional (P), and Low/Medium-Density Residential (R-1). Surrounding uses include single-family residential, a property containing a church which was rezoned to Professional a couple of years ago to allow a daycare to be established on the property, a HC property that contains a building that used to be an auto repair/garage, and also abuts the property on Main Street containing the existing daycare.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the property as Low/Medium-Density Residential (R-1). Per *Section 3.2.3* of the UDO, *the intent of the R-1 district is to provide for the preservation and expansion of areas for low to medium density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.*

PLANNING COMMISSION:

Planning Commission will hold the first of the two required public hearings on the requests at their October 3rd meeting, and staff will forward their recommendation with first reading of said item.

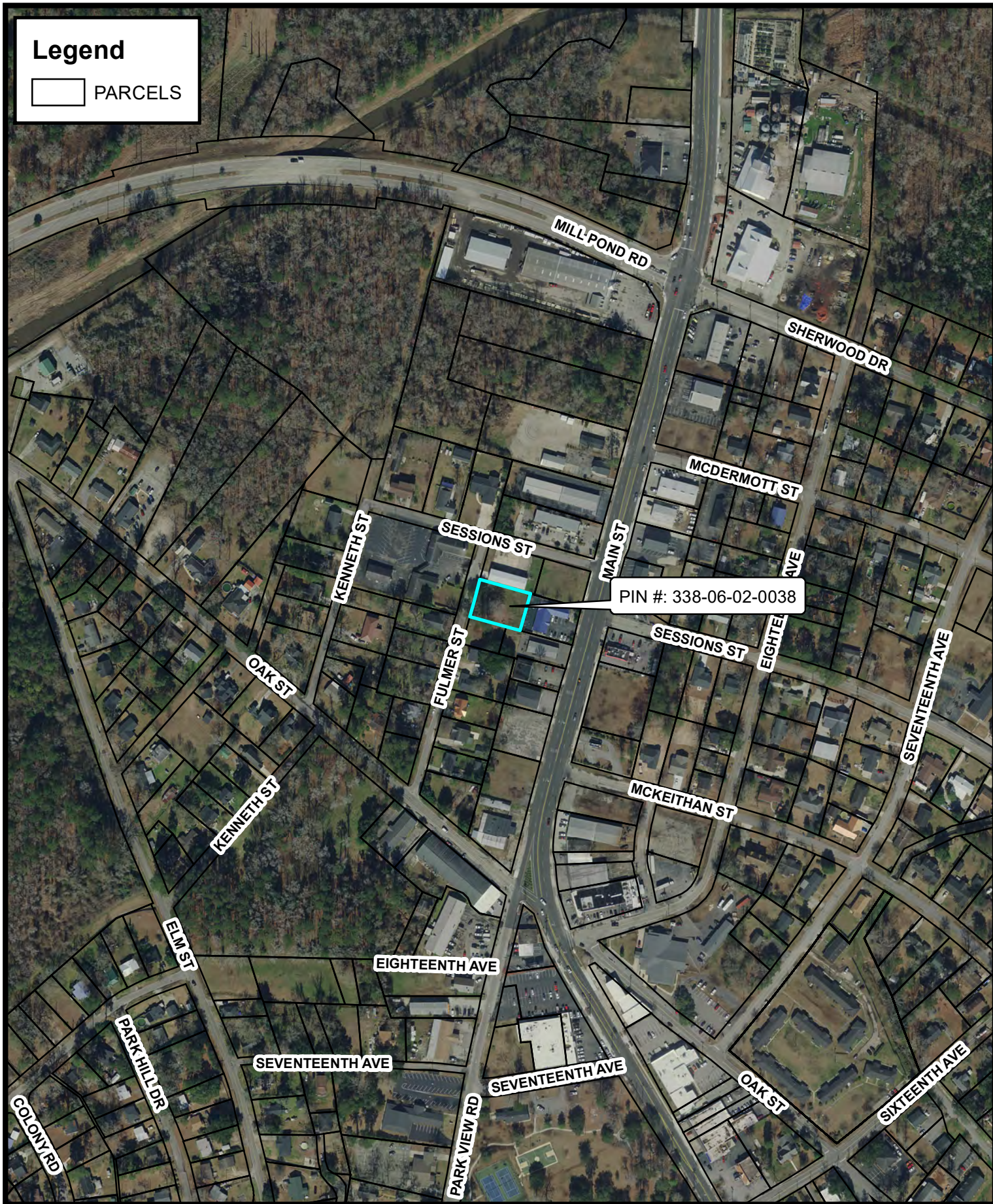
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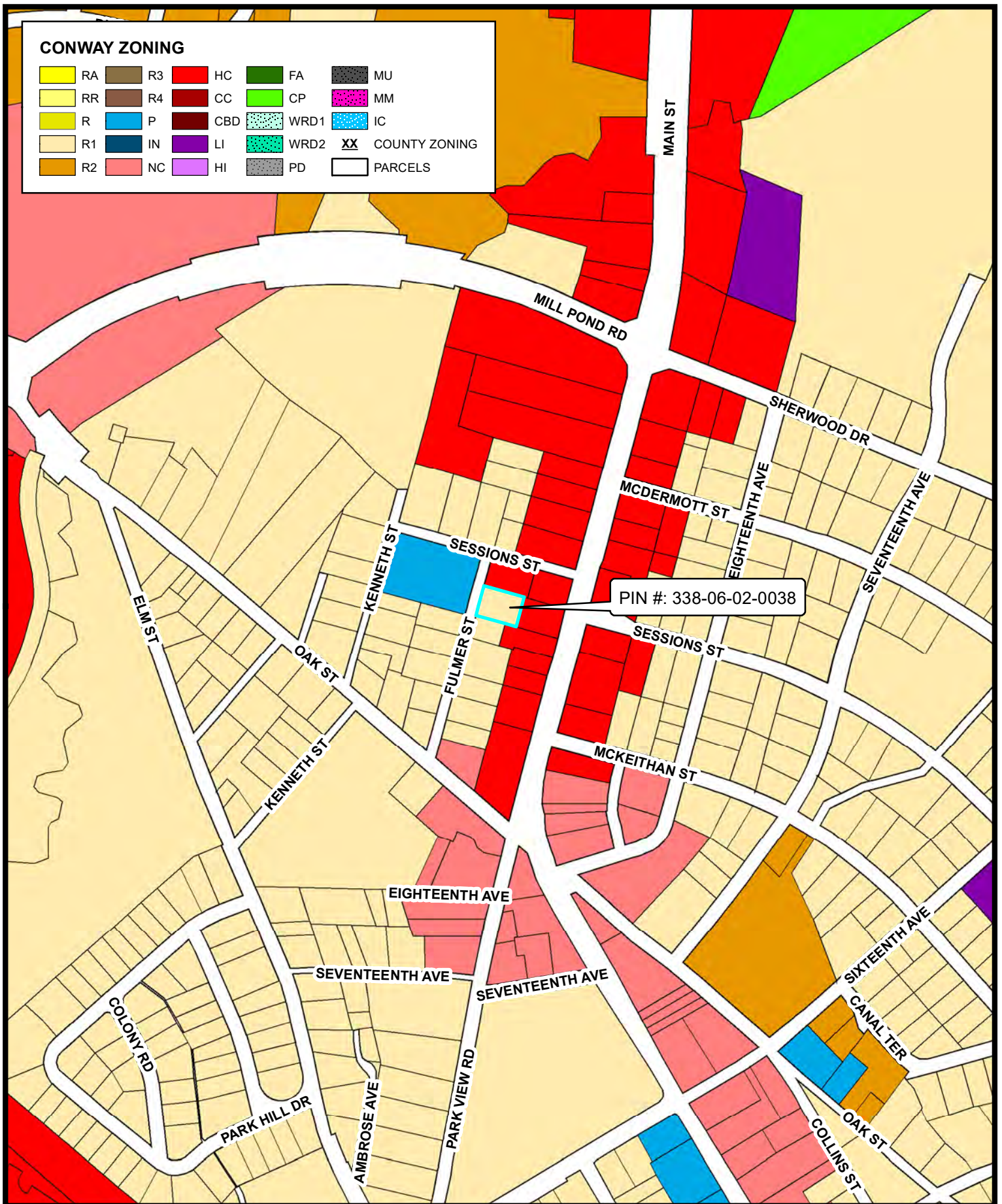
Application; GIS Maps

Legend















PARCELS

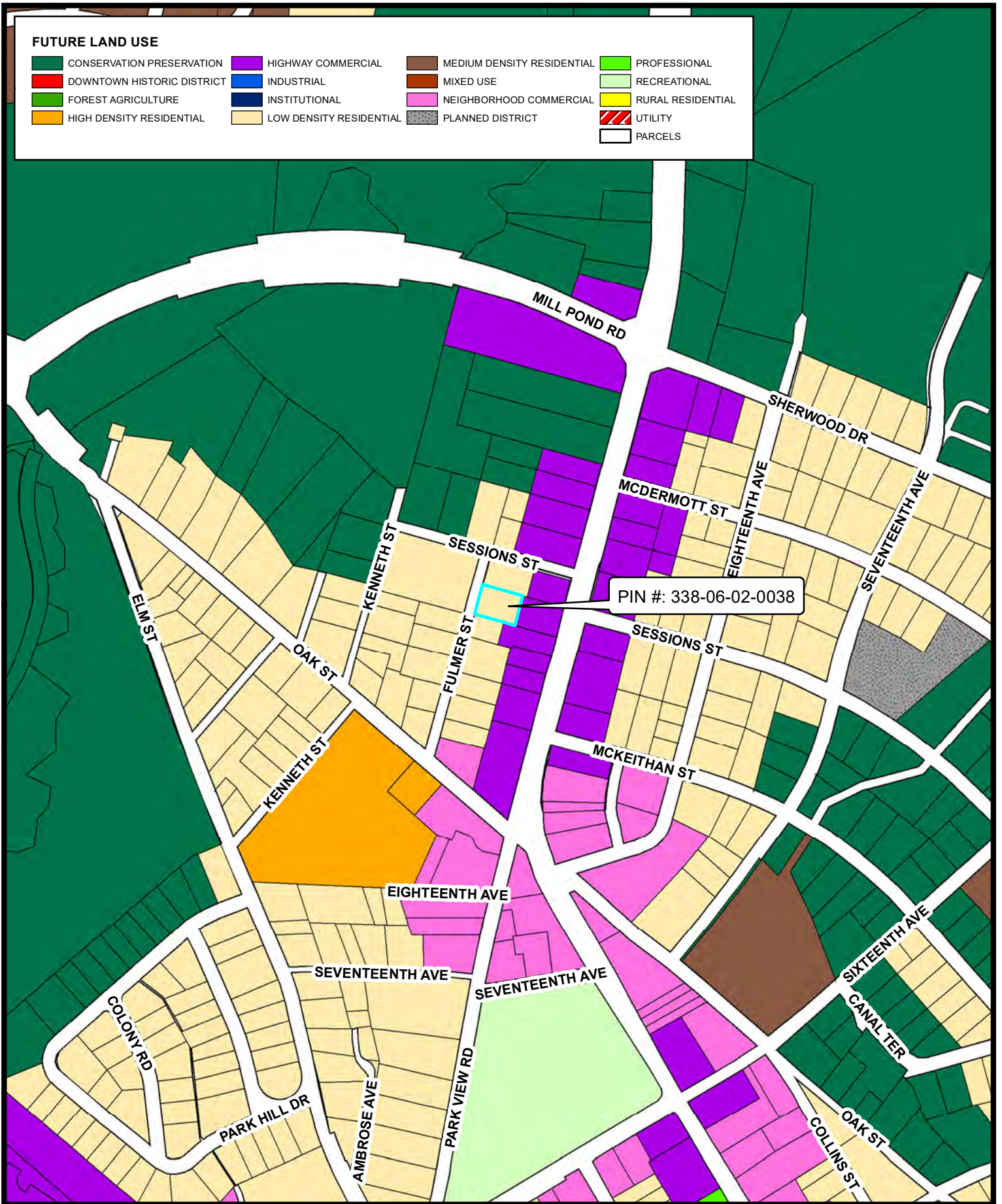











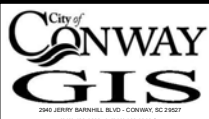
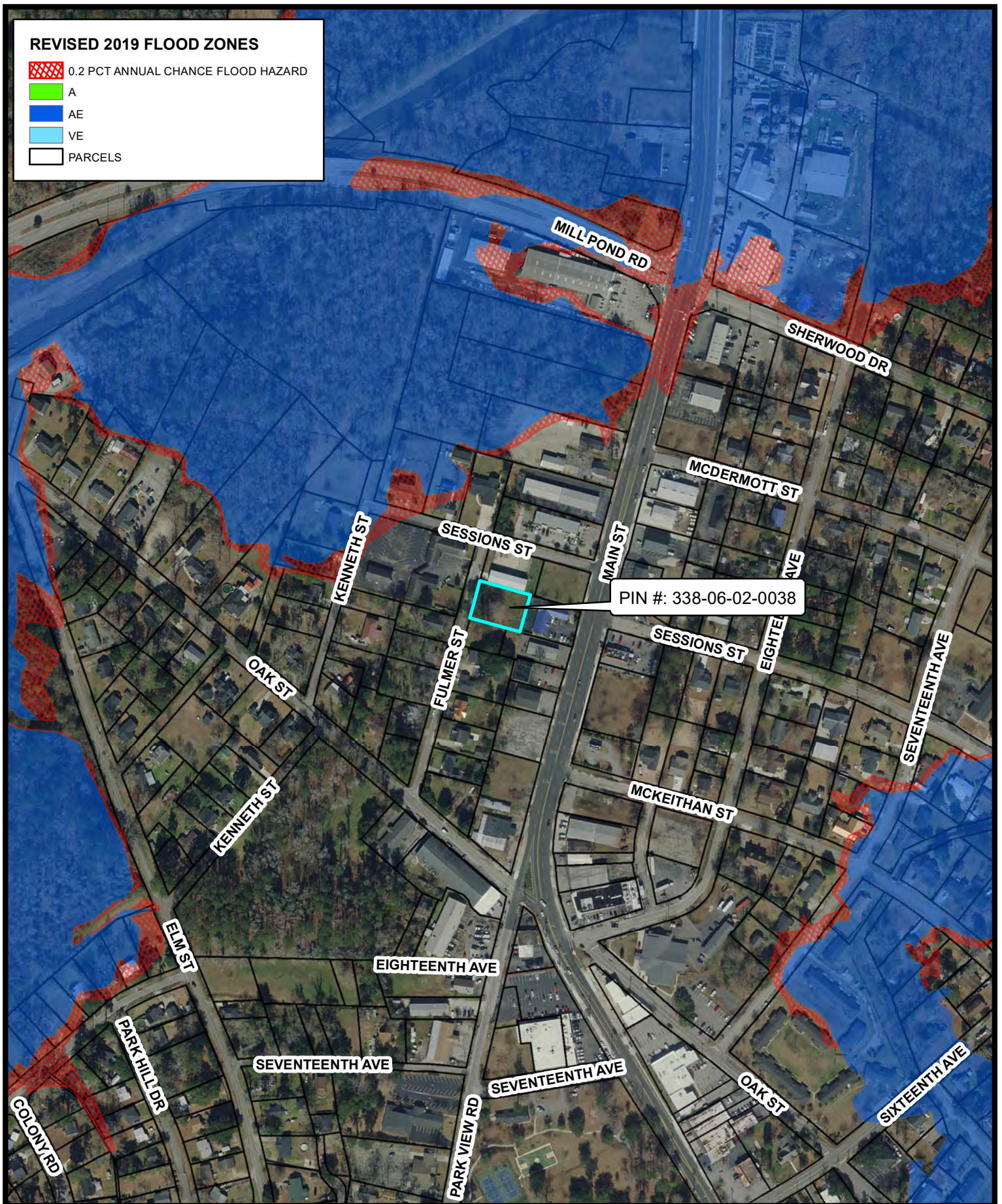
FUTURE LAND USE

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



REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS



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



PIN #: 338-06-02-0038
TMS #: 123-09-12-002
1926 FULMER ST
(P24-0200)





Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 1926 Fulmer Street Conway SC 29526 FEE PAID ☒ YES ☐ NO

AREA OF SUBJECT PROPERTY (ACREAGE): .32 acres PIN: 33806020038

CURRENT ZONING CLASSIFICATION: Residential (R1)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Expand daycare capabilities of adjacent property (also owned by Lewis Boys LLC)

REQUESTED ZONING CLASSIFICATION: Commercial (HC)

NAME OF PROPERTY OWNER(S):

Lewis Boys LLC (Chris Lewis) PHONE # 843-455-4121

Dayna Lewis PHONE # 843-455-6162

MAILING ADDRESS OF PROPERTY OWNER(S):

3853 Highway 931 Conway, SC 29526

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

PROPERTY OWNER'S SIGNATURE(S)

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

Future Land Use
Map
Amendment
Requested

DATE: SEPTEMBER 16, 2024
ITEM: VI.E.

ISSUE:

Discussion of a request to annex approximately 3.07+/- total acres of property located on Hwy 378, near Airport Rd and 3191 Hwy 378 (PINs 370-04-01-0003, -0002, and 336-13-04-0007), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Light Industrial (LI) district.

BACKGROUND:

Two (2) of the three properties under consideration for annexation are currently vacant, and one is an HVAC business looking to expand and redevelop (the existing use) on the properties, once combined. These parcels are currently undergoing the rezoning process through Horry County, but since the properties adjacent to these parcels were annexed as the Brookhaven PD, with one of the properties at the corner of Hwy 378 and Airport Rd, these properties are now contiguous. Rather than running into a scenario where the property completes the rezoning process through the county and then upon plan submittal at the county, having to start over again through the city, the applicant is being proactive and starting the annexation process since these properties are within the city's utility service area. The requested zoning district upon annexation is Light Industrial (LI).

Per *Section 3.2.13* of the UDO, the intent of the Light Industrial (LI) district is to *provide for areas for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution and retailing while ensuring adjacent and nearby properties are not adversely impacted.*

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Planned Development (PD) District, Horry County High Bulk Retail (RE4), Horry County Residential, no mobile homes allowed (SF40) district, Horry County Residential, including mobile homes (MSF40) district, and Horry County Highway Commercial (HC) district. There are existing residential uses across the street from the subject properties and the Conway Airport is located behind the subject properties.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the property as Industrial, although the future land use map does not distinguish between light and heavy industrial.

PLANNING COMMISSION:

Planning Commission will hold the required public hearing on the request at their October 3rd meeting, and staff will forward their recommendation with first reading of said item.

ATTACHMENTS:

Application; GIS Maps

Legend

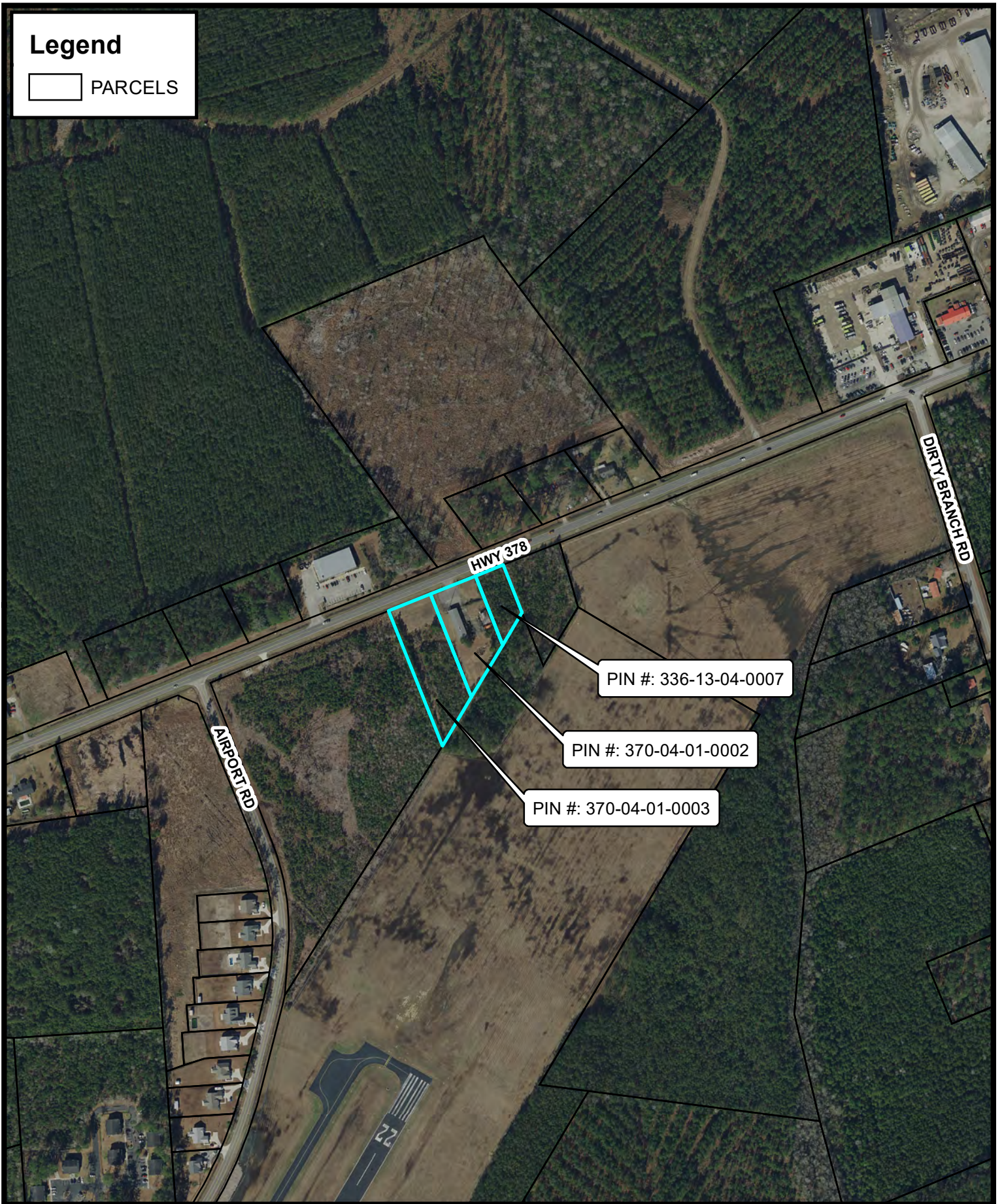


PARCELS



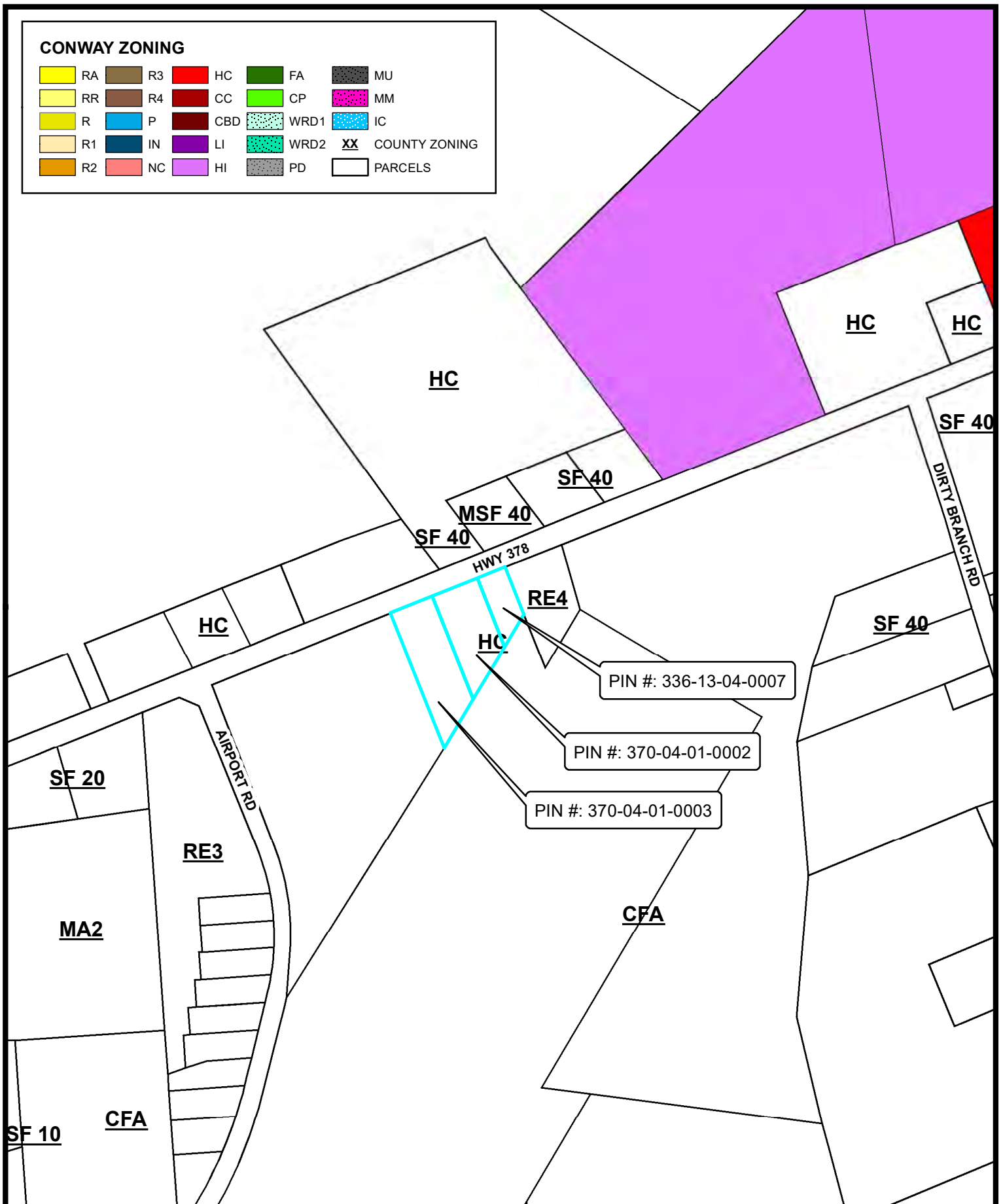
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PARCELS




















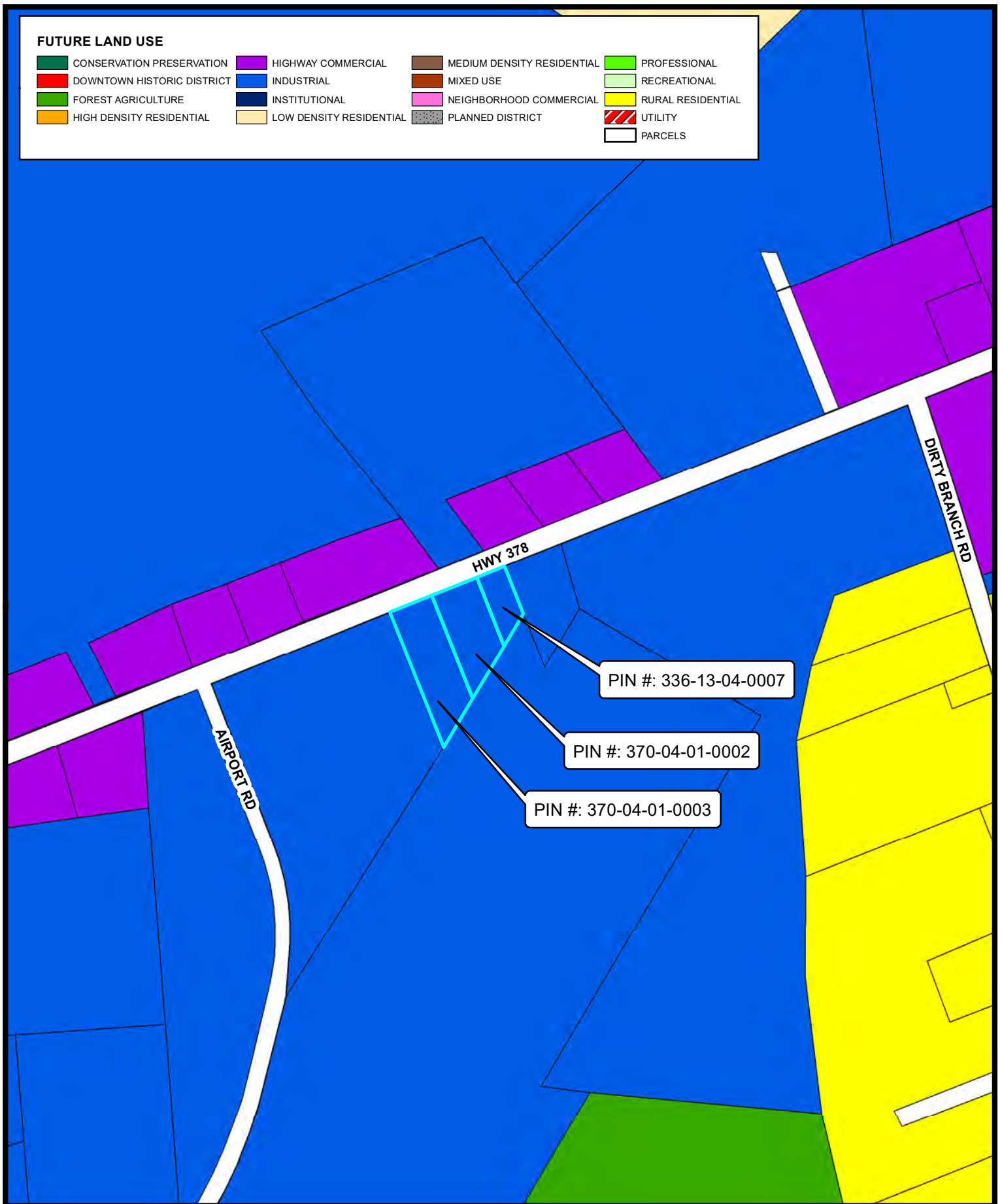
CONWAY ZONING

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








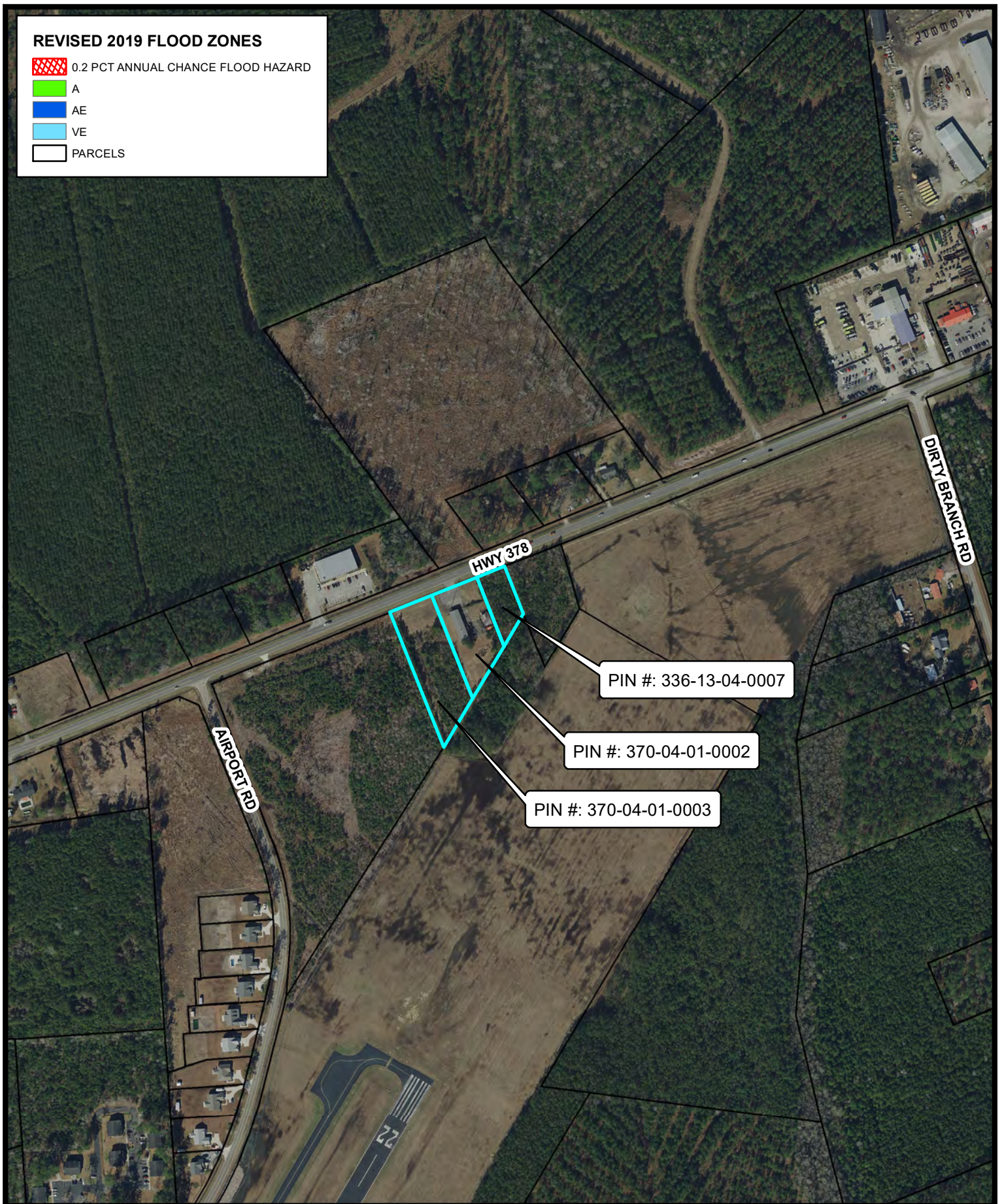
FUTURE LAND USE

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



REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)

)

PETITION FOR ANNEXATION

COUNTY OF HORRY)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: Highway 378 Parcel 1-F/K/A&D

PIN: 370-04-01-0003 ACREAGE: 1.47 Acres

PROPERTY ADDRESS: 3191 Highway 378, Conway, SC 29527

PROPERTY OWNER MAILING ADDRESS: 6860 Pee Dee Highway, Conway, SC 29527

PROPERTY OWNER TELEPHONE NUMBER: _____

PROPERTY OWNER EMAIL: _____

APPLICANT: Diamond Shores, LLC

APPLICANT'S EMAIL: david@diamondshores.net

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

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

PROPERTY OWNERS (Attach additional sheets if necessary)

Billy Ray Hughes
(Print)

(Print)

Christina Ignotz Fox
(Signature)

personal representative
(Signature)

of the Estate
of Billy Ray Hughes Sr.

DATE: 9/5/24

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: No Structure Type: _____

Current Use: UNDEVELOPED

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

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PHYSICAL ADDRESS OF PROPERTY: S/S HWY 378 PARCEL 1 FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 1.47 Acres PIN: 370-04-01-0003

CURRENT ZONING CLASSIFICATION: Commercial Forest Agriculture (CFA)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Industrial

REQUESTED ZONING CLASSIFICATION: Light Industrial (LI)

NAME OF PROPERTY OWNER(S):

Billy Ray Hughes

PHONE # _____

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

6860 Pee Dee Highway, Conway, SC 29527

6860 Pee Dee Highway, Conway, SC 29527

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

Christina Lynette Fox - personal

PROPERTY OWNER'S SIGNATURE(S)

representative of the Estate of Billy Ray Hughes Sr.

DATE

9/5/24

PROPERTY OWNER'S SIGNATURE(S)

DATE

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



PETITION FOR ANNEXATION

Staff Use Only
Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: Highway 378 Parcel A

PIN: 370-04-01-0002 ACREAGE: 1.13 Acres

PROPERTY ADDRESS: 3191 Highway 378, Conway, SC 29527

PROPERTY OWNER MAILING ADDRESS: 6860 Pee Dee Highway, Conway, SC 29527

PROPERTY OWNER TELEPHONE NUMBER: _____

PROPERTY OWNER EMAIL: _____

APPLICANT: Diamond Shores, LLC

APPLICANT'S EMAIL: david@diamondshores.net

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

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

PROPERTY OWNERS (Attach additional sheets if necessary)

Billy Ray Hughes Christina Lynn H. Fox
(Print) (Signature)
personal representative of the
(Print) Estate of Billy Ray Hughes Sr.
(Signature)

DATE: _____

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only
Received: _____
BS&A #: _____

Is there a structure on the lot: YES Structure Type: METAL BUILDINGS

Current Use: COMMERCIAL

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

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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: HWY 378 PARCEL A FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 1.13 Acres PIN: 370-04-01-0002

CURRENT ZONING CLASSIFICATION: Highway Commercial (HC)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Industrial

REQUESTED ZONING CLASSIFICATION: Light Industrial (LI)

NAME OF PROPERTY OWNER(S):

Billy Ray Hughes

PHONE # _____

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

6860 Pee Dee Highway, Conway, SC 29527

6860 Pee Dee Highway, Conway, SC 29527

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

Christina Lynn H. Fox as personal

9/5/24

PROPERTY OWNER'S SIGNATURE(S)

DATE

representative of the Estate of Billy Ray Hughes Sr.

PROPERTY OWNER'S SIGNATURE(S)

DATE

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



PETITION FOR ANNEXATION

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BS&A #: _____

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: Highway 378 Parcel A

PIN: 336-13-04-0007 ACREAGE: 0.48 Acres

PROPERTY ADDRESS: 3191 Highway 378, Conway, SC 29527

PROPERTY OWNER MAILING ADDRESS: 6860 Pee Dee Highway, Conway, SC 29527

PROPERTY OWNER TELEPHONE NUMBER: _____

PROPERTY OWNER EMAIL: _____

APPLICANT: Diamond Shores, LLC

APPLICANT'S EMAIL: david@diamondshores.net

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

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

PROPERTY OWNERS (Attach additional sheets if necessary)

Billy Ray Hughes Christina Jean H. Fox as
(Print) (Signature)
Personal representative of the
(Print) (Signature)
Estate of Billy Ray Hughes Sr.

DATE: 9/5/24

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only
Received _____
BS&A # _____

Is there a structure on the lot: NO Structure Type: _____

Current Use: UNDEVELOPED

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

Phone: (843) 488-9888
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PHYSICAL ADDRESS OF PROPERTY: 3191 Highway 378, Conway, SC 29527 FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 0.48 Acres PIN: 336-13-04-0007

CURRENT ZONING CLASSIFICATION: Highway Commercial (HC)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Industrial

REQUESTED ZONING CLASSIFICATION: Light Industrial (LI)

NAME OF PROPERTY OWNER(S):

Billy Ray Hughes PHONE # _____

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

6860 Pee Dee Highway, Conway, SC 29527

6860 Pee Dee Highway, Conway, SC 29527

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

Christina Lynn H. Fox as personal 9/5/24
PROPERTY OWNER'S SIGNATURE(S) DATE
representative of the Estate of Billy Ray Hughes Sr.

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

STATE OF SOUTH CAROLINA

COUNTY OF: HORRY

IN THE ESTATE OF:
BILLY RAY HUGHES SR.,
DECEASED

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

CASE NUMBER 2024ES2601472

This is to certify that

CHRISTINA LYNN HUGHES FOX

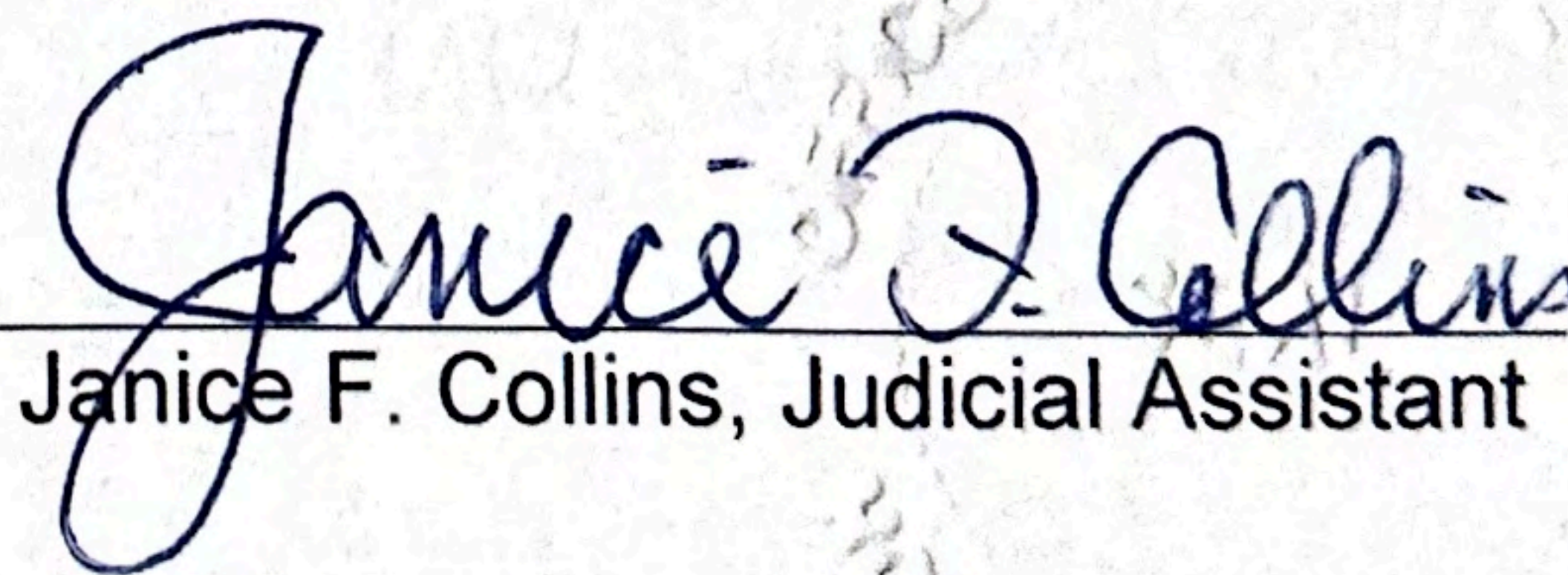
is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
- ☐ SUCCESSOR PERSONAL REPRESENTATIVE
- ☐ SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 7th day of May, 2024, is in full force and effect.

RESTRICTIONS: NONE.

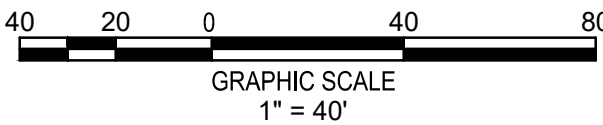
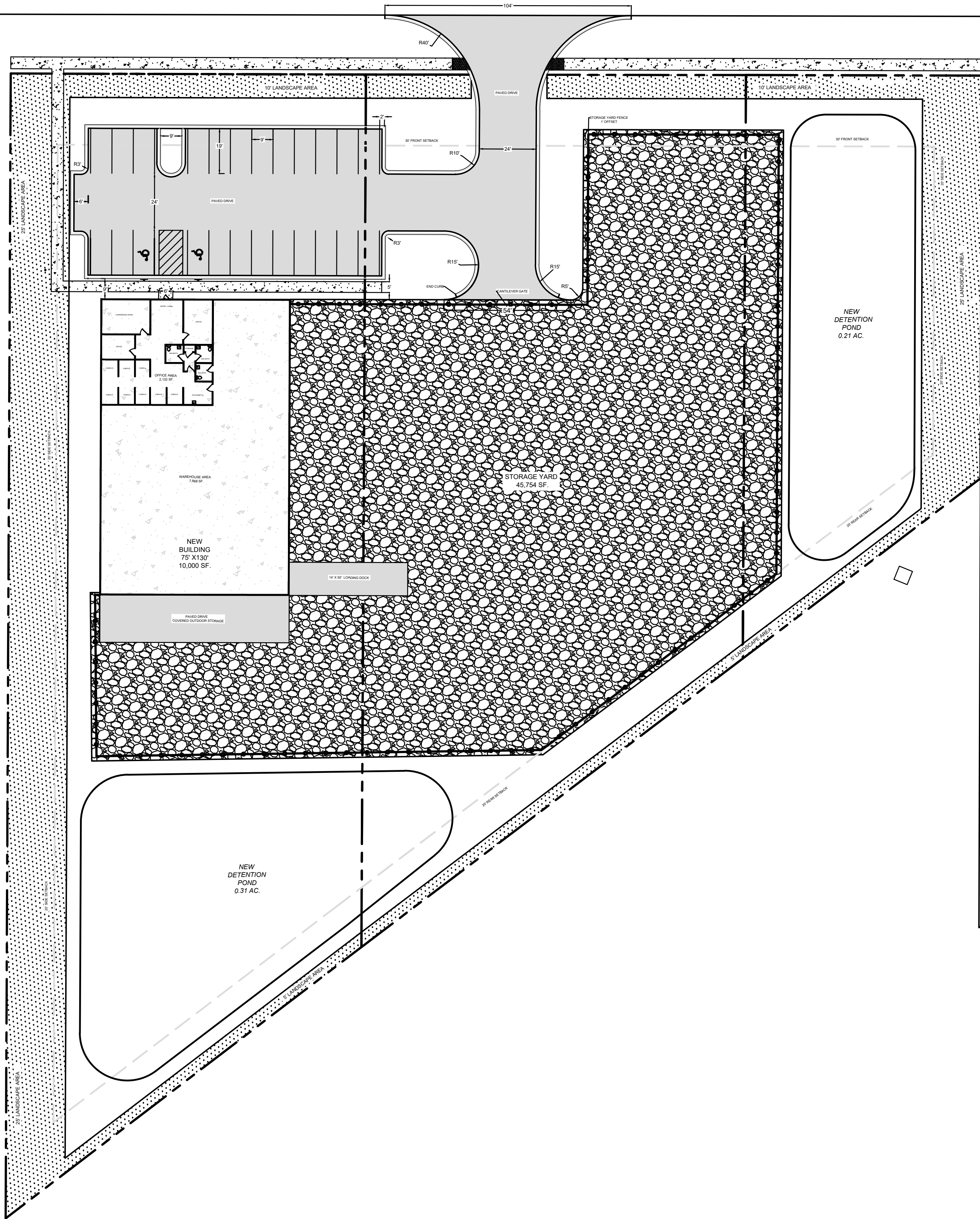
Executed this 7th day of May, 2024.


Janice F. Collins, Judicial Assistant

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**

[illegible]

SITE DATA TABLE	
PIN	37004010003, 37004010002, 33613040007
MUNICIPALITY	CITY OF CONWAY
PROPERTY OWNER	HUGHES BILLY RAY
OWNER ADDRESS	6860 PEE DEE HWY CONWAY, SC 29527
TOTAL AC	3.08
CURRENT ZONING	LI
SETBACKS	F-30', S-20', R-20'
PROPOSED USE	COMMERCIAL
COMMERCIAL BUILDING AREA	2,132 + 7,868 = 10,000 SF
REQUIRED PARKING (RETAIL)	1 SPACE PER 187.5 SF (OFFICE) = 11 SPACES 1 SPACE PER 1,000 SF (WAREHOUSE) = 8 SPACES
PROPOSED PARKING (COMMERCIAL)	TOTAL = 19 SPACES TOTAL PROPOSED = 24 SPACES

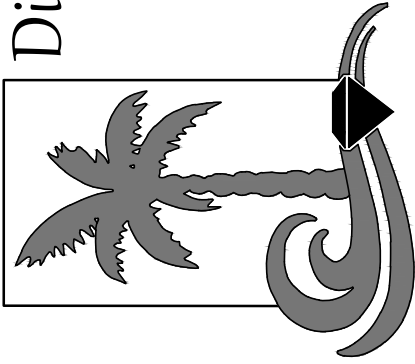


PROJECT:24118 LONG HVAC
DRAWN BY: JMC
REVIEWED BY:

PRELIMINARY PLAN SET

[illegible]

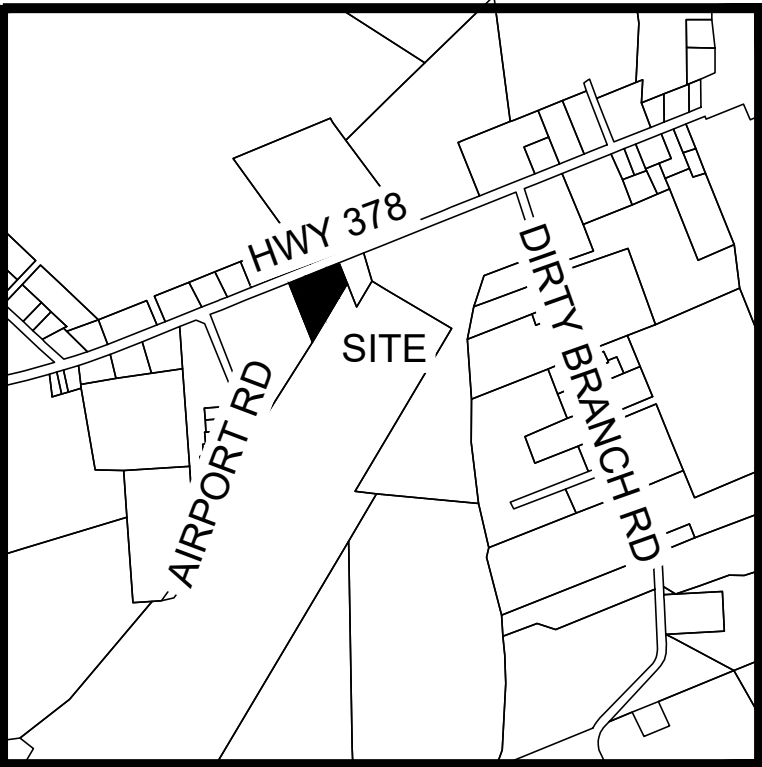
PLAN
OF
PHASE
HORRY COUNTY, SC
PREPARED FOR



Diamond Shores Surveying, LLC
"BUILDING THE CAROLINAS"

315 MAIN STREET, SUITE II
CONWAY, SC 29526
843.488.2900
DIAMONDSHORES.NET

DIAMONDSHORES.NET



VICINITY MAP - NOT TO SCALE



APPROVAL OF RECORDATION

AFTER COMBINATION
133,813 SQ. FT.
3.07 ACRES

LEGEND

- IRON FOUND (NOTED)
- MAP/COMPUTED POINT
- AIR CONDITION UNIT
- CABLE BOX
- GAS VALVE
- HYDRANT
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVE
- WATER METER
- WILLOW OAK
- PROPERTY LINE
- ADJOINER
- RIGHT OF WAY
- CENTERLINE
- EDGE OF PAVEMENT
- CONCRETE
- EASEMENT
- FENCE
- OHE OVERHEAD POWERLINE

REFERENCE:

- DEED BOOK 3246, PAGE 1600
- DEED BOOK 3490, PAGE 750
- DEED BOOK 4678, PAGE 1969
- PLAT BOOK 93, PAGE 28
- PLAT BOOK 115, PAGE 278
- PLAT BOOK 225, PAGE 182
- PLAT BOOK 250, PAGE 92
- SCDOT FILE 26 220

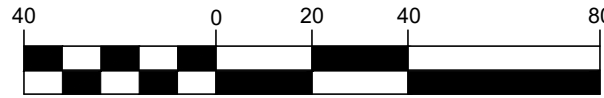
NOTE:

- THERE HAS BEEN NO TITLE SEARCH PERFORMED BY THIS OFFICE. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PROPERTY IS SUBJECT TO ANY EASEMENT OR RESTRICTION OF PUBLIC RECORD.
- THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE "X" AS SCALED FROM FIRM 450510 0528K DATED 12/18/2021. THIS SURVEY IS NOT THE BASIS FOR FLOOD ZONE DETERMINATION OR FLOOD ZONE RELATED ISSUES.
- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PARCEL.
- THERE HAS BEEN NO DETERMINATION OF WETLANDS OR HAZARDOUS WASTE ON THIS PROPERTY.
- THIS IS A SURVEY OF A PARCEL DESCRIBED IN DEED BOOK 3490 PAGE 750, DEED BOOK 3246, PAGE 1600.
- PROPERTY LOCATED IN CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA. PIN # 336-13-04-0007, 370-04-01-0002, 370-04-01-0003
- FIELD SURVEY PERFORMED JULY 2024
- THIS SURVEY IS ONLY VALID IF PRINT HAS ORIGINAL EMBOSSED SEAL AND COLOR SIGNATURE OF SURVEYOR. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

PROJECT:	24118
DATE:	07/10/2024
SCALE:	1" =40'
DESIGNED BY:	
DRAWN BY:	JWH
CHECKED BY:	MEC

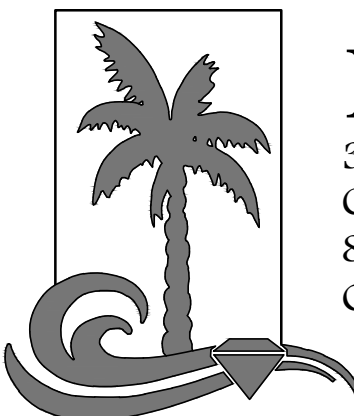
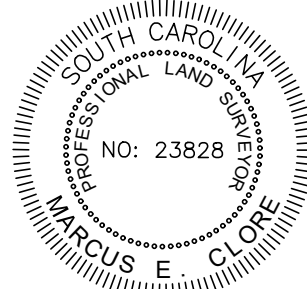
REVISIONS:

RECOMBINATION SURVEY
OF
PIN # 336-13-04-0007, 370-04-01-0002, 370-04-01-0003
CONTAINING 3.07 ACRES
CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR
LONG HEATING AND AIR CONDITIONING, INC.



CERTIFICATE OF ACCURACY
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "1B" SURVEY AS SPECIFIED THEREIN.

MARCUS E. CLORE S.C. PLS #23828



DIAMOND SHORES SURVEYING, LLC
315 MAIN STREET, SUITE 11
CONWAY, SC 29526
843.488.2900
OFFICE@DIAMONDSHORES.NET

CERTIFICATE OF OWNERSHIP AND DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

NAME _____	SIGNED _____	DATE _____
NAME _____	SIGNED _____	DATE _____
NAME _____	SIGNED _____	DATE _____
NAME _____	SIGNED _____	DATE _____

DATE: SEPTEMBER 16, 2024
ITEM: VI.F.

ISSUE:

Discussion of a request to annex approximately 4.50 acres of property located on Hwy 501, near Conbraco Circle (PIN 399-08-01-0001), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Highway Commercial (HC) district.

BACKGROUND:

The subject property is currently vacant, containing two (2) ponds, and is directly adjacent to Lynn Ladder, which is currently in the process of annexation as well. The property is currently zoned Horry County Limited Industrial (LI), and the applicant is requesting the property to be zoned Highway Commercial (HC) upon annexation.

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Highway Commercial (HC), Horry County Highway Commercial and Horry County Limited Industrial (LI). The subject property is located between Lynn Ladder & Scaffolding and PSI Molded Plastics and directly in front of the old Conbraco plant, now known as Aalberts Integrated Piping Systems.

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 will hold the required public hearing on the request at their October 3rd meeting, and staff will forward their recommendation with first reading of said item.

ATTACHMENTS:

Application; GIS Maps

Legend

 PARCELS

MYRTLE BEACH NAIONAL GO

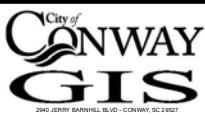
CONBRACO CIR

HWY 501

HWY 501

PIN #: 399-08-01-0001

CONBRACO CIR



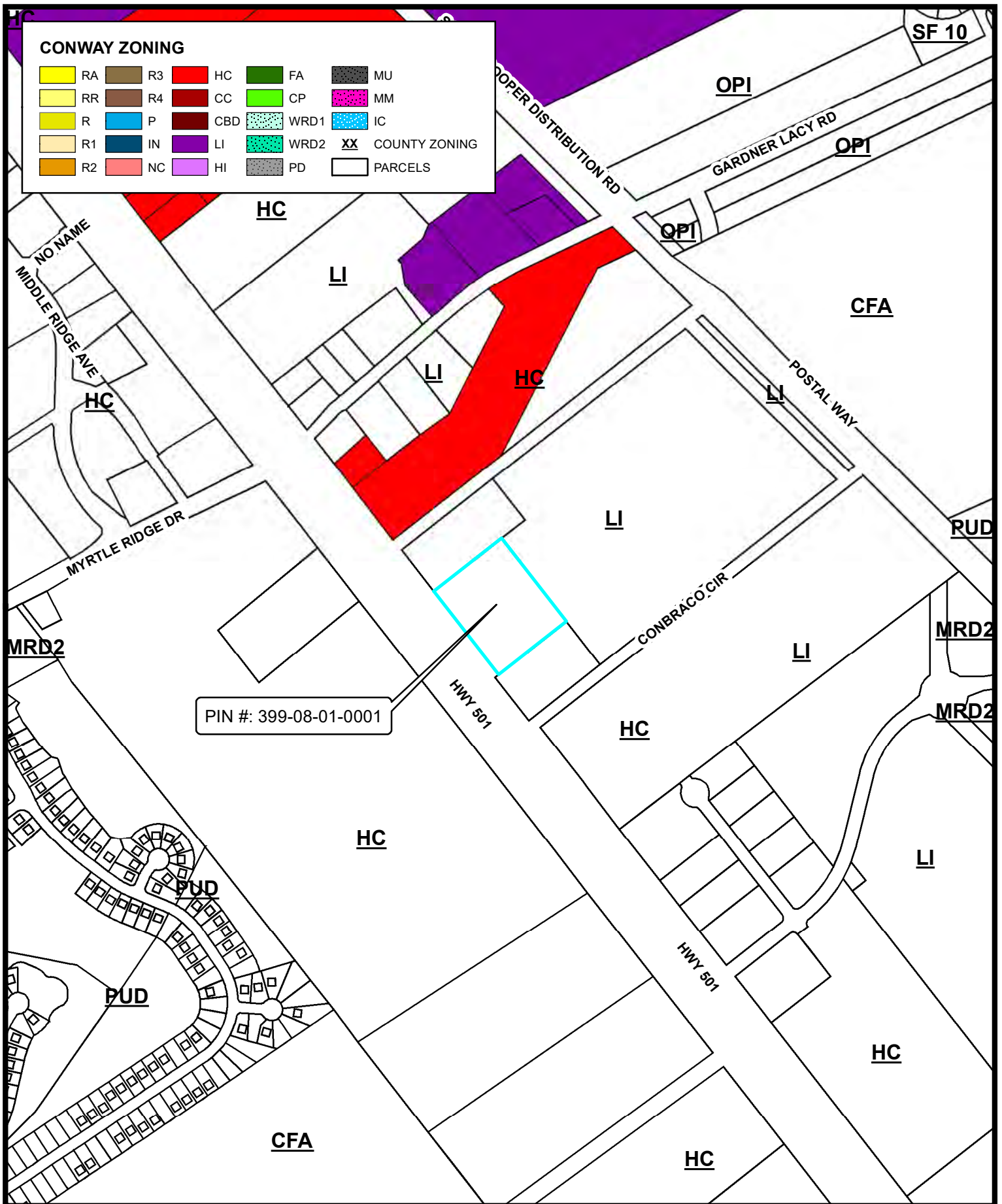
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

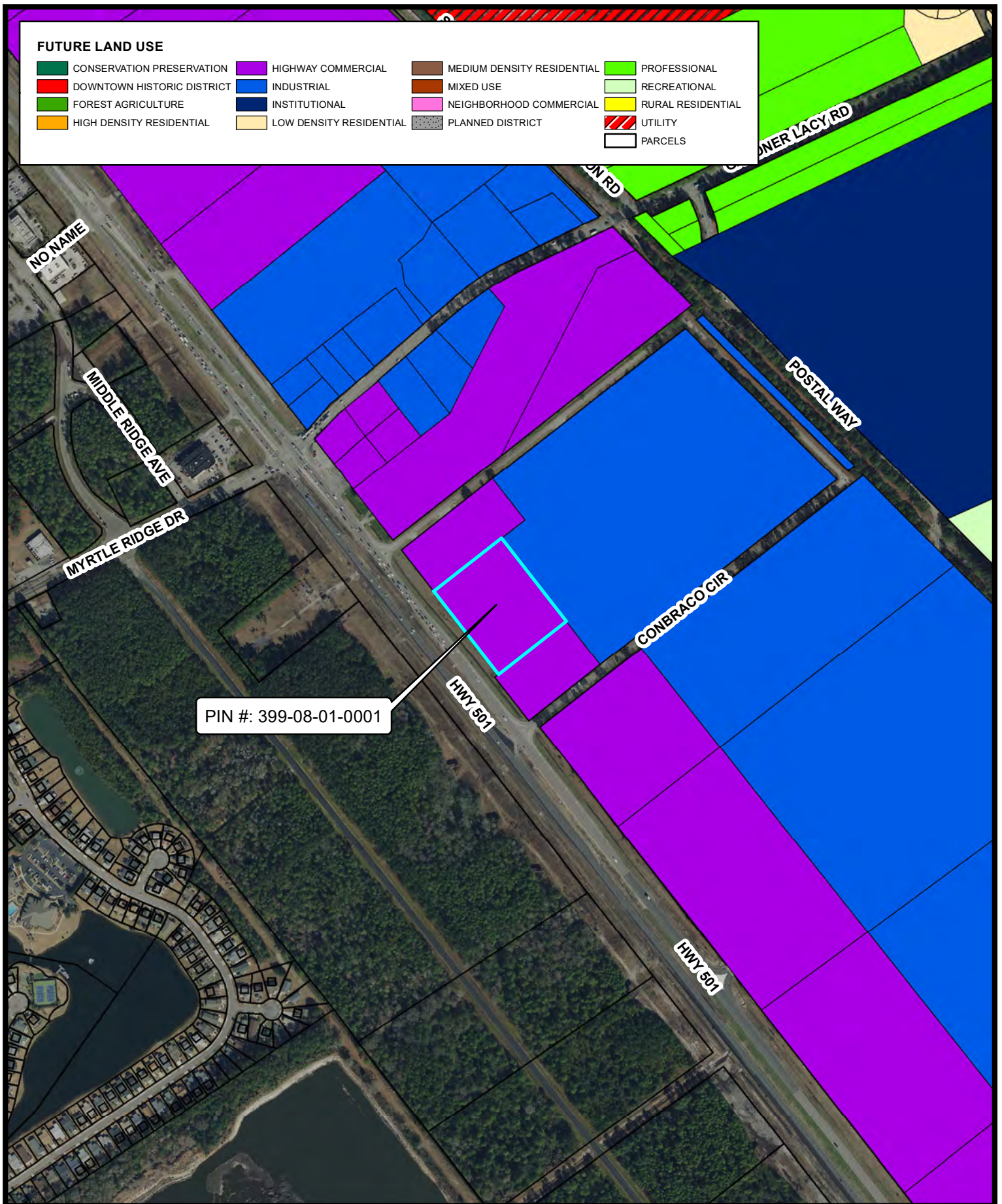


PIN #: 399-08-01-0001
TMS #: 162-00-01-185
HWY 501- (SW PONDS)
(P24-0233)














REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





PETITION FOR ANNEXATION

Staff Use Only

Received: _____

BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: HIGHWAY 501; TRACT B-2

PIN: 39908010001 ACREAGE: 4.51

PROPERTY ADDRESS: TBD

PROPERTY OWNER MAILING ADDRESS: 1251 LINKS ROAD MYRTLE BEACH SC

PROPERTY OWNER TELEPHONE NUMBER: 843-455-8986 29575

PROPERTY OWNER EMAIL: CHARBEL_h17@HOTMAIL.COM

APPLICANT: HADDAD CHARBEL SALEM AH, ETAL

APPLICANT'S EMAIL: CHARBEL_h17@HOTMAIL.COM

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

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

PROPERTY OWNERS (Attach additional sheets if necessary)

Farrukh Khayderkulov Farrukh
(Print) (Signature)
Charbel Salem Haddad Charbel
(Print) (Signature)

DATE: 08.31.2024

DATE: 08/31/2024



PETITION FOR ANNEXATION

Staff Use Only

Received: _____

BS&A #: _____

Is there a structure on the lot: NO Structure Type: _____

Current Use: UNDEVELOPED LAND.

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

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PHYSICAL ADDRESS OF PROPERTY: TBD FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 4.51 ACRES PIN: 39908010001

CURRENT ZONING CLASSIFICATION: LI - COUNTY

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: _____

REQUESTED ZONING CLASSIFICATION: HC - CONWAY

NAME OF PROPERTY OWNER(S):

HADDAD CHARBEL SALEM AH, ETAL PHONE # 843-455-8986
FARRUKH KHAUDARKU ZOV PHONE # 843-429-0081

MAILING ADDRESS OF PROPERTY OWNER(S):

1251 LINKS ROAD
MYRTLE BEACH, SC 29575

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

Jamies 08.31.2024
PROPERTY OWNER'S SIGNATURE(S) DATE

[Signature] 08/31/24
PROPERTY OWNER'S SIGNATURE(S) DATE

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

DATE: SEPTEMBER 16, 2024
ITEM: VI.G.

ISSUE:

Discussion of a request to rezone approximately 182+/- acres of property located on Waccamaw Drive, (PIN 382-00-00-0002) from the Low/Medium-Density Residential (R-1) district to the Conservation Preservation (CP) district.

BACKGROUND:

This property, known as the “Skipper Tract”, was formerly owned by the Historic Ricefields Association and was transferred to the City of Conway last month. It’s currently zoned R-1, Low/Medium-Density Residential, and the City is seeking to rezone it to Conservation Preservation (CP).

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Conservation Preservation (CP), and City of Conway Forest Agriculture (FA) is across from City of Conway Low/Medium-Density Residential (R-1), Horry County Residential, no mobile homes allowed (SF-10), and Horry County Commercial Forest Agriculture (CFA). The entire property is located within a flood zone.

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 will hold the required public hearing on the request at their October 3rd meeting, and staff will forward their recommendation with first reading of said item.

ATTACHMENTS:

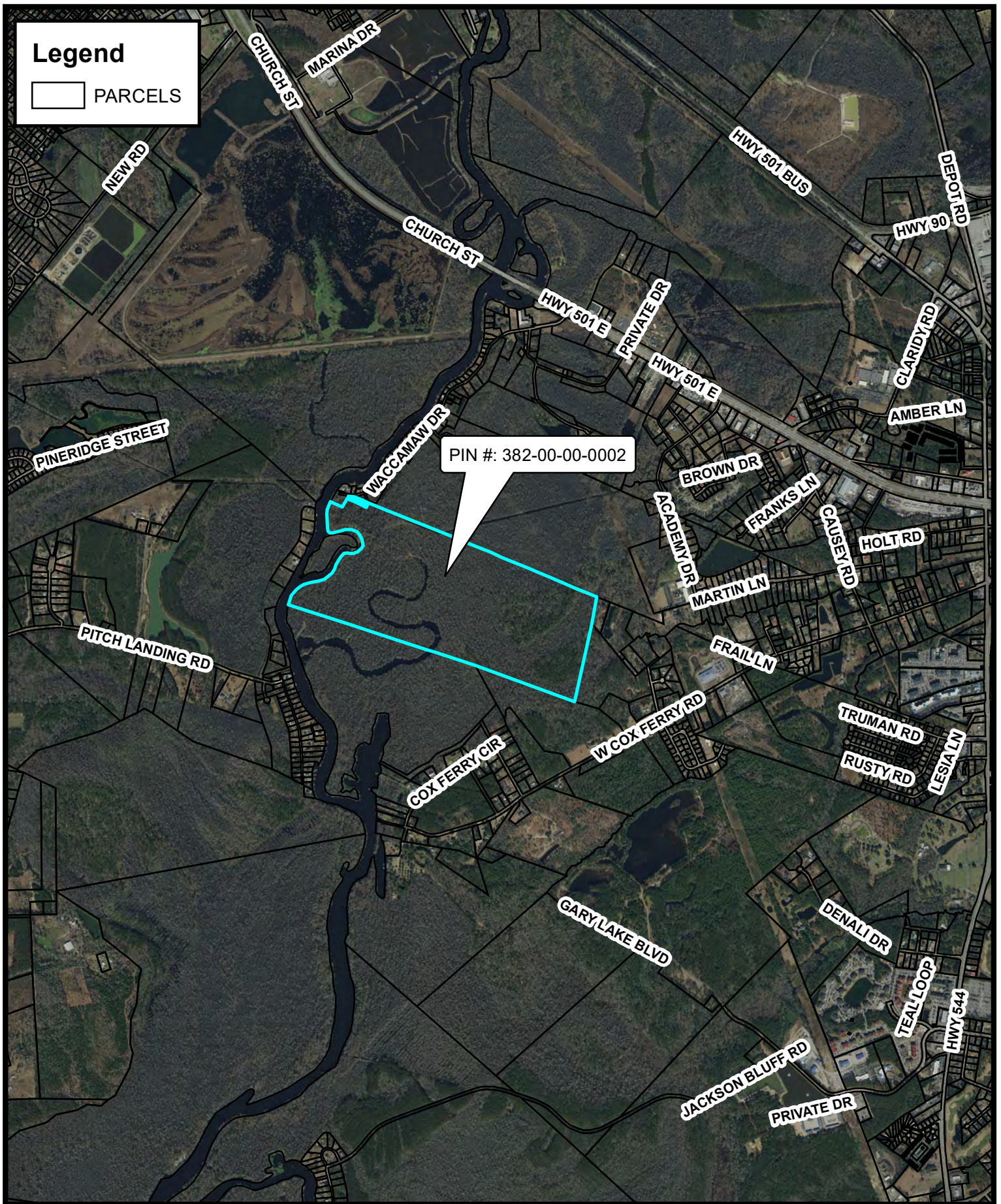
Application; GIS Maps

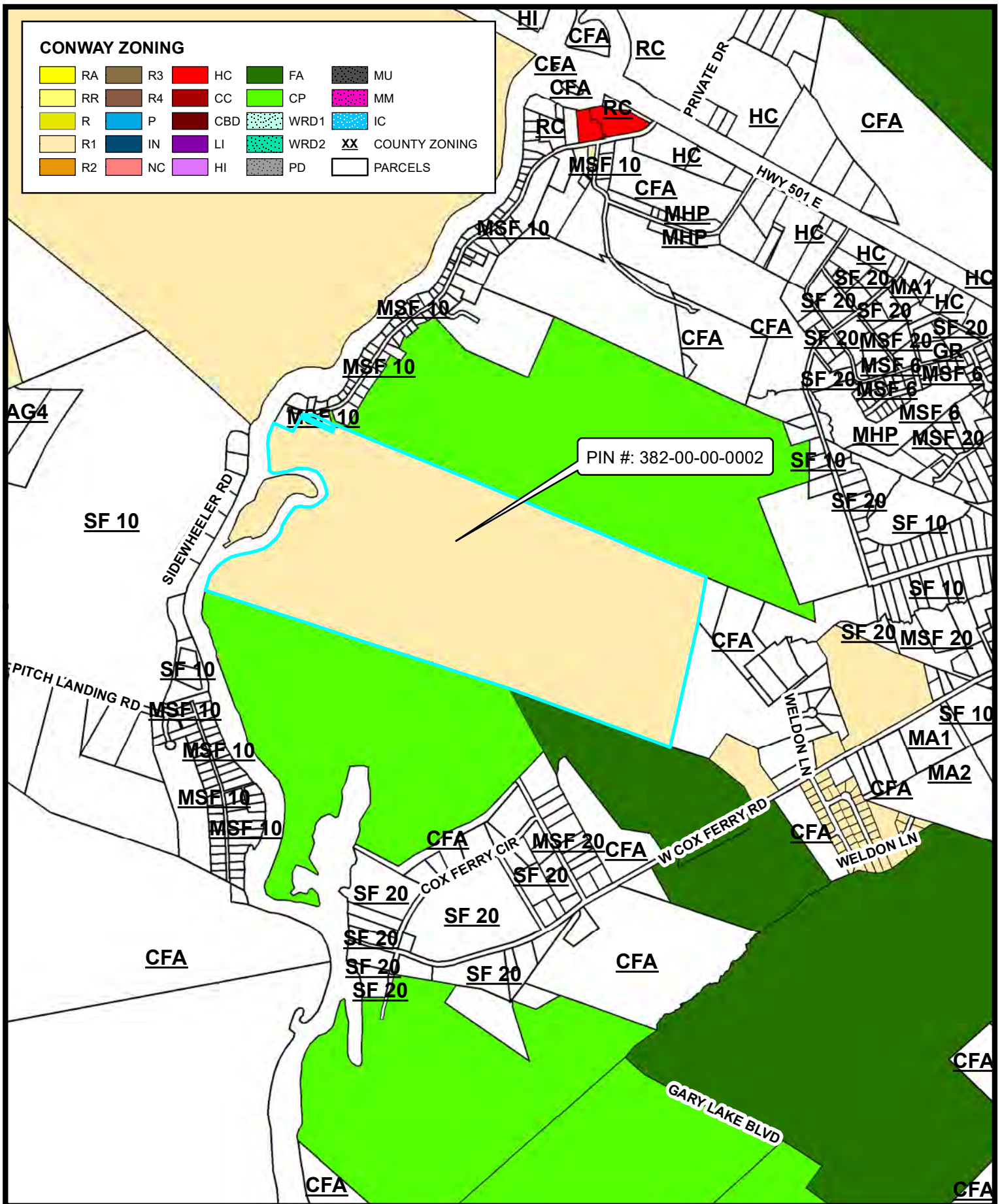


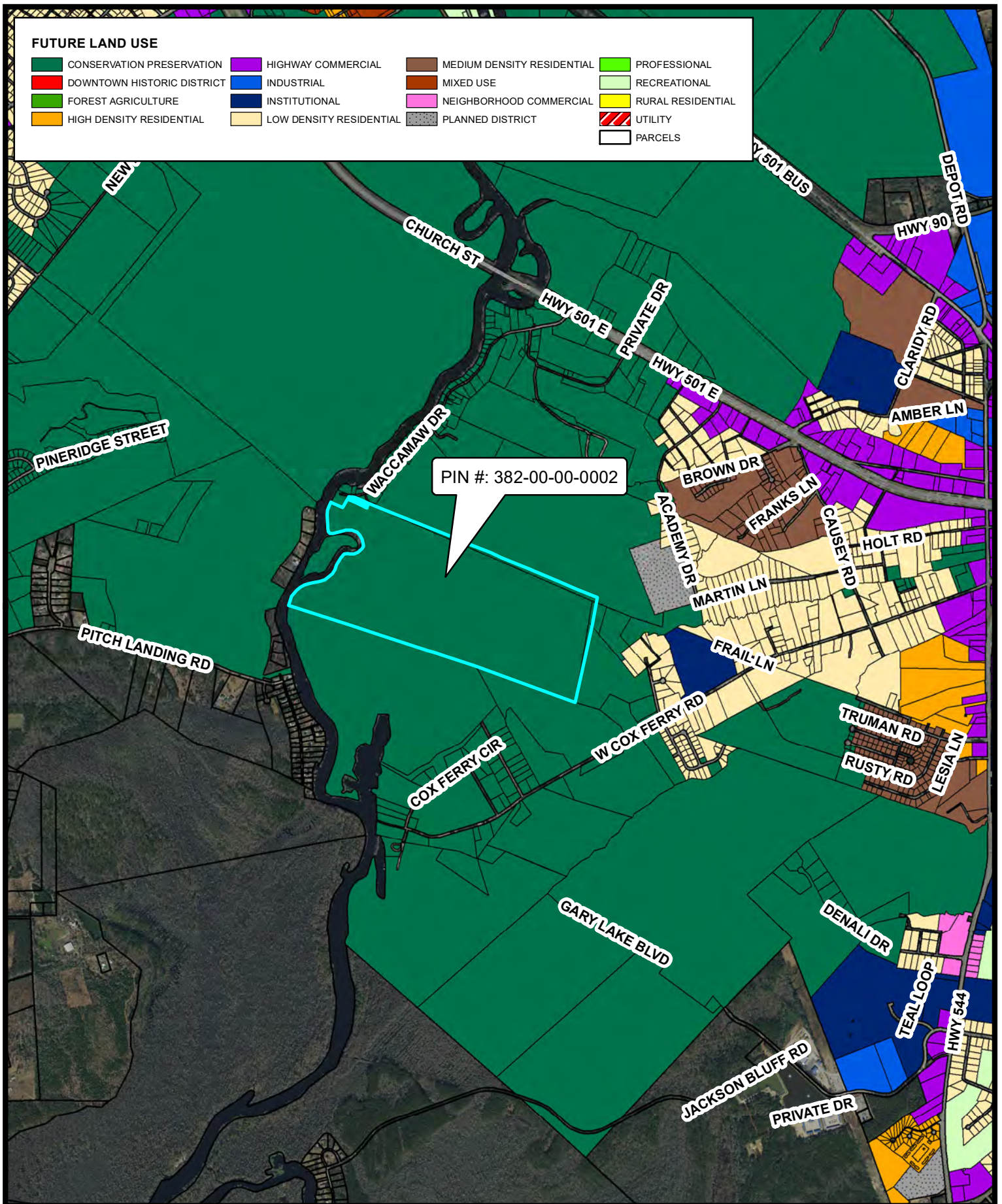
Legend

 PARCELS






PIN #: 382-00-00-0002

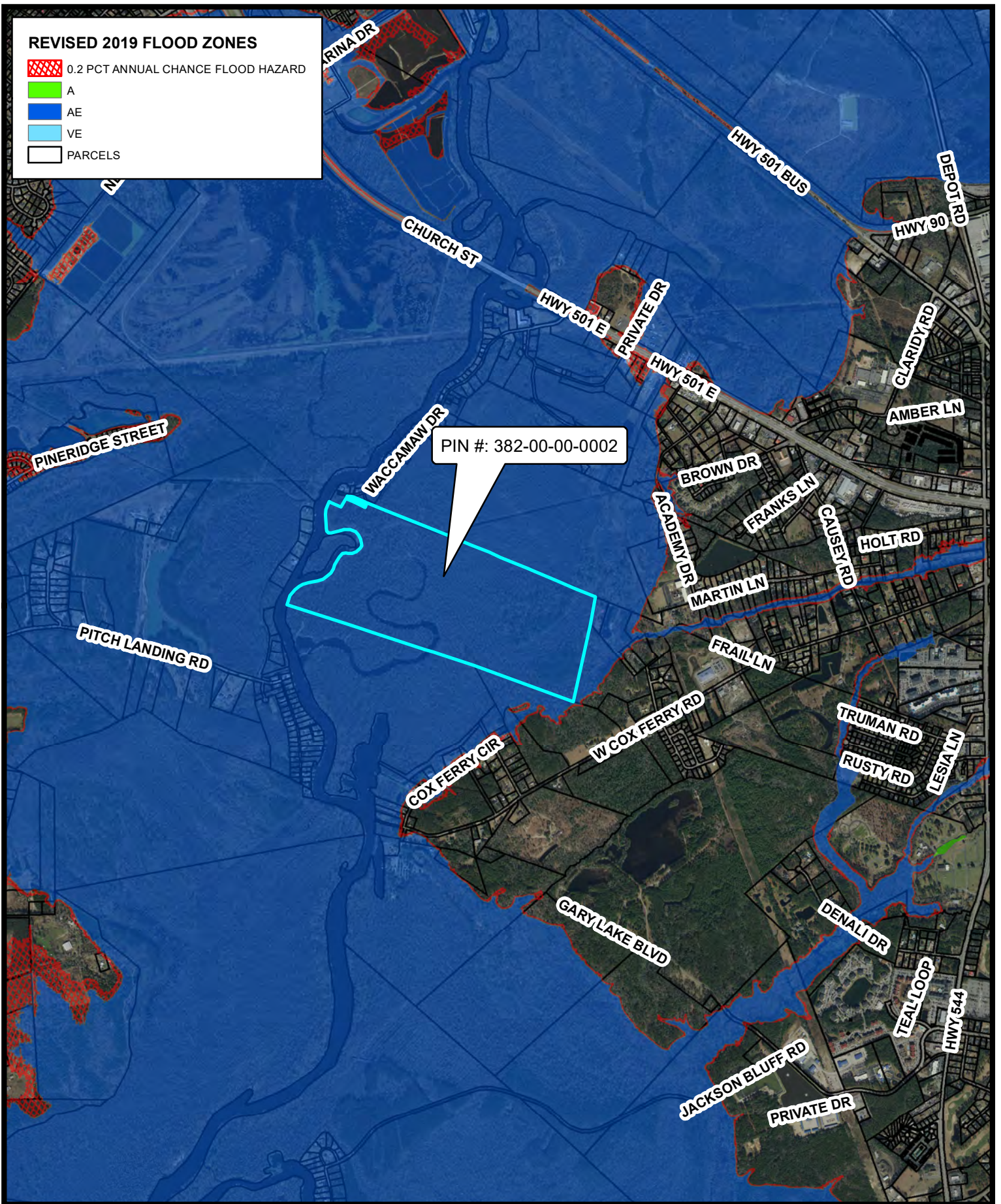






REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS



ISSUE:

Final Reading and Public Hearing of Ordinance #ZA2024-09-16 (A) of a request for the City of Conway to restate and amend a previously approved Development Agreement [*Ordinance ZA2023-02-06 (K)*], for the property known as the “Collins Jollie Conservation Subdivision”, located on Collins Jollie Road, containing approximately 809 +/- acres, and containing the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex) and/or single-family attached dwellings (townhomes), as well as required Primary Conservation areas, Secondary Conservation areas, and Open Space. (PINs 295-00-00-0010; 295-00-00-0035; 295-00-00-0036; 295-00-00-0037; 295-00-00-0038; 295-00-00-0039; 295-10-04-0001).

BACKGROUND:

The applicants are requesting approval of a request for proposed amendments (and restatement) of the Collins Jollie Development Agreement, which was formerly approved by Council in February 2023; however, it was never recorded, and there have been tracts that have been sold off to individual developers since the original approval. Now, these property owners are required to be a party to the agreement.

The properties contained within the Collins Jollie Conservation Subdivision are zoned Low/Medium-Density Residential (R-1) and have been in the city’s jurisdiction since annexed in 2004 [*Ord. ZA2003-12-22 (G)*]. The proposed length of the development agreement is for an initial 10-year period.

The property is being developed as a Conservation Subdivision, a type a subdivision design, that is permitted by right in the R-1 zoning district as well as other districts, which preserves open space and significant areas of land for ecological, recreational, and agricultural purposes in perpetuity while maintaining a prorated density of residential units for the overall site area. Natural density is achieved by allowing smaller lots in neighborhoods that include or are adjacent to aesthetically and ecologically important areas. The properties contain approximately 273 areas of wetlands; some of which contain flood zones, and approximately 536 acres of uplands.

As part of a conservation subdivision, all areas identified as being open space, which is to include Primary and Secondary Conservation areas, and any environmentally sensitive areas (wetlands, flood zones) are required to have an instrument of permanent protection placed on them to ensure that these identified areas are protected in perpetuity. This can be achieved via a conservation easement, dedicated to the City, or through a third-party conservation group, such as The Nature Conservancy, Ducks Unlimited, Pee Dee Land Trust, etc. While conservation subdivisions may be permitted to be held in single ownership (one developer), multiple ownership is also allowed; however, the entirety of the project must be developed according to a single plan with common authority and common responsibility. Although there is a “Master Developer”, each tract is being developed by a different entity, so under this

standard, no land disturbance permits could be issued for one of the tracts proposed for development until ALL of the tracts were sold and proposed to be developed, which could be years apart from one another. See language contained within UDO below:

10.4.1 General Requirements for Conservation Subdivisions

B. General Requirements

1. Ownership of Development Site

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

N. Application Requirements

2. Open Space Management Plan Required.

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

3. Instrument of Permanent Protection.

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

O. Legal Instrument of Permanent Protection

1. The Open Space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed and submitted to Horry County.

A Master Plan for the project was submitted and subsequently approved by the City's Technical Review Committee. Preliminary plans were later submitted for Tracts A, C, and D for two developments: Westwood Reserve on Tract A and Kingston Oaks on Tracts C and D, which are being developed by two different developers. More recently, plans to develop Tracts E, F, and G have been submitted for review. Preliminary plans for Westwood Reserve and Kingston Oaks have been approved. Preliminary plans for Maple Grove are still being reviewed by TRC.

Developers of Westwood Reserve and Kingston Oaks will be seeking final plat approvals for these developments; however, until the Open Space areas are perpetually protected in accordance with the UDO, no plats can be approved. Additionally, the Master Developer is concerned that short of a development agreement, there is nothing guaranteeing that the open space areas are applicable across all tracts that are part of the conservation subdivision, regardless of how it is subdivided in land or ownership. To resolve this issue, staff recommended that the Master Developer enter into a development agreement with the city that is narrowly tailored to address the issue of the open space dedication and protection.

DEVELOPMENT AGREEMENTS.

Per *Title 6, Chapter 31, § 6-31-10* of the SC Code (SC Local Government Development Agreement Act, 1993), authorizes binding agreements between local governments and developers for long-term

development of large tracts of land. A development agreement gives a developer a vested right for the term of the agreement to proceed according to land use regulations in existence on the execution date of the agreement. Principal among the General Assembly's statement of findings for the Act was the desire to provide some measure of certainty as to applicable land development law for developers who made financial commitments for planned developments. The Act also expresses the intent to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities, encourage the use of resources and reduce the economic cost of development (*Comprehensive Planning Guide, 2018*).

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

The development agreement for the Collins Jollie Conservation Subdivision is proposed to be for a period of 10 years.

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

The first public hearing on the development agreement was held at the September 5th Planning Commission meeting.

PLANNING COMMISSION:

Planning Commission considered the request at their September 5th meeting and held the required public hearing. There was none. The applicant's agent, Shep Guyton, explained the request.

CITY COUNCIL:

City Council approved First Reading of the Ordinance at their September 3rd meeting.

RECOMMENDATION:

Approve Final Reading of **Ordinance #ZA2024-09-16 (A)**.

Attachments:

Final Draft of the proposed Development Agreement;
Master Site Plan

ORDINANCE #ZA2024-09-16 (A)

**AN ORDINANCE TO RESTATE AND AMEND A PREVIOUSLY ADOPTED
DEVELOPMENT AGREEMENT [ORD. #ZA2023-02-06 (K)] BETWEEN THE CITY OF
CONWAY AND COLLINS JOLLY HOLDING CO., LLC.**

- WHEREAS,** the S. C. Local Government Development Agreement Act of 1993 (*S.C. Code Title 6, Chapter 31, § 6-31-10*) authorizes binding agreements between local governments and developers for the long-term development of land tracts of land; and
- WHEREAS,** the City of Conway is a duly chartered municipal corporation, organized and existing under laws of the State of South Carolina; and
- WHEREAS,** on May 25, 1998, Conway City Council amended the City Code of Ordinances to allow the City to enter into a Land Development Agreement with developers who meet the necessary criteria to participate in such agreement; and
- WHEREAS,** City Council had previously approved an ordinance to enter into a development agreement with Collins Jolly Holding Co., LLC [*Ordinance #ZA2023-02-06 (K)*] for the Collins Jollie Conservation Subdivision, consisting of approximately 809 +/- acres of land; and
- WHEREAS,** the previously approved agreement, entitled “Master Development Agreement” (the original agreement), which original agreement included certain inadvertent errors and omissions such that the same was not executed and recorded in the public records of Horry County; and
- WHEREAS,** the Developer and the City intend that this agreement be substituted for and replace the original agreement; and
- WHEREAS,** Developer is, or has been, the legal owner of the property hereinafter defined, and together with each of the successor developers executing those joinders attached to this agreement, is authorized to enter into this agreement with the City; and
- WHEREAS,** included within the Development Agreement are obligations of the Developer, including, but not limited to, building & zoning requirements; infrastructure and services; tree preservation; public uses; wetland preservation, *etc.* Development to commence in accordance with the agreement; projected to be completed over a 10-year construction period; and
- WHEREAS,** it is recognized that the Development Agreement does not apply to any development which occurs after the expiration of its 10-year term unless the agreement has been extended pursuant to state law; and
- WHEREAS,** the required public hearings, in accordance with *S.C. Code § 6-31-50* have occurred (September 5, 2024 and September 16, 2024), and Planning Commission has recommended approval of the Development Agreement, as amended and restated; and

WHEREAS, the Development Agreement, as restated and amended, is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it

ORDAINED that the Development Agreement, as restated and amended, between Collins Jolly Holding Co., LLC, and the City of Conway be hereby adopted by reference and made a part hereof as if fully incorporated, as attached hereto; and be it further

ORDAINED that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

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

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

First Reading: September 3, 2024

Final Reading: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) **AMENDED AND RESTATED DEVELOPMENT
AGREEMENT FOR COLLINS JOLLIE
CONSERVATION SUBDIVISION**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”)
is made and entered this ____ day of _____, 2024, by and between **COLLINS JOLLY HOLDING CO, LLC**, a South Carolina limited liability company, its affiliates, subsidiaries, successors and assigns (“**Developer**”), and the governmental authority of the **CITY OF CONWAY**, a body politic under the laws of the State of South Carolina (“**City**”).

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

WHEREAS, Section 6-31-10(B)(1) of the Act, as defined below, recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning”; and

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

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

WHEREAS, Developer proposed, and the City previously approved that certain instrument entitled “Master Development Agreement” (the “*Original Agreement*”), which Original Agreement included certain inadvertent errors and omissions such that the same was not executed and recorded in the public records of Horry County; and

WHEREAS, the Developer and the City intend that this Agreement be substituted for and replace the Original Agreement; and

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

WHEREAS, Developer is, or has been, the legal owner of the Property hereinafter defined and, together with each of the successor developers executing those joinders attached to this Agreement, is authorized to enter into this Agreement with the City; and

WHEREAS, the City finds that the program of development for this Property (as hereinafter defined) proposed by Developer over approximately the next Ten (10) years or as extended as provided herein is consistent with the City's comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents, in accordance with Section 6-31-70 of the Act; and

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

WHEREAS, the City, at the request of the Developer, has previously approved an amendment to the zoning ordinances of the City to create the Collins Jollie Community as a Conservation Subdivision under the ordinances of the City of Conway, which final approval occurred on or about the ____ day of _____, 2022, encumbering the real property more particularly described on **Exhibit "C"** attached hereto (the "***Property***"); and

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

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

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

2. **DEFINITIONS.** As used herein, the following terms mean:

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

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

“Developer” means Collins Jolly Holding Co., LLC, a South Carolina limited liability company, all of its permitted assignees, and all current owners of any portion of the Property at the time of this Agreement, or any of their respective successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

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

“Developer Default Remedy” notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; (ii) seek injunctive relief to stop any such continuing Developer Default, or (iii) any other remedy available at law or in equity.

“Development Rights and Obligations” means the rights, obligations, benefits and approvals of the Developer(s) under the Ordinances of the City and this Agreement.

“Development Work” means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

“Effective Date” means the date on which the last of the parties has executed this Agreement.

“Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States” means those areas identified by the United States Army Corps of Engineers (“Corps”)

and/or the South Carolina Department of Health and Environmental Control (“**DHEC**”) or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DHEC.

“**Land Development Regulations**” means the Land Development Regulations for the City, as amended and in effect as of the date hereof, or further amended from time to time pursuant to this Agreement.

“**Master Site Plan**” means that certain master site plan prepared by Developer, which Master Site Plan depicts the development plan for the Property approved by the City, for purposes of showing the density, site arrangement, and responsibilities for off-site roadway improvements, a copy of such Master Site Plan being attached hereto as **Exhibit “D”**.

“**Owners Association**” means a legal third-party by Developer or its successors pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee, or subjected to restrictive covenants or conservation easements in favor of the City or a third party entity acceptable to the City for jurisdiction over such wetlands.

“**Project**” means a master planned community to include residential uses under the Conservation Subdivision designation under the City’s Code of Ordinances, together with other uses also allowed under the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

“**Property**” means those parcels of land more particularly described on **Exhibit “C”** attached hereto.

“**Residential Unit**” means a single-family home, whether attached or detached, a single family attached condominium, single family home in-common (whether attached or detached), or a multi-family home, within the Property, as shown and depicted on the Master Site Plan, as the same may be amended.

“**Term**” means the duration of this Agreement as set forth in Section 3 hereof.

3. **TERM.** The Developer represents and warrants that the Property consists of a total of not less than 250 acres and not more than 1,000 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is Ten (10) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial Ten-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year terms. At the conclusion of the initial Five (5) year extension of the Term, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for up to Two (2) additional Five (5) year terms. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

4. **DEVELOPMENT OF THE PROPERTY.** The Property shall be developed in accordance with this Agreement, the Code of Ordinances, including the Conservation Subdivision ordinance, and other applicable land development regulations required by the City, State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.

5. **VESTED RIGHTS.** This Agreement confirms the simultaneous establishment of the applicable zoning designation of the Property as a Conservation Subdivision under the Code of Ordinances as of the date of this Agreement. The development rights contained in the Conservation Subdivision, as well as any differences between the Conservation Subdivision and any applicable overlay zone under the Code of Ordinances shall be deemed vested in the Developer, its successors and assigns, subject to the terms of this Agreement, and the agreements, obligations and commitments contained herein, shall run with the Property, and may not be amended or modified

without the express written consent of the Developer, its successors and assigns, except as provided herein or as allowed by the Act.

6. **CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.** The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

(A) **Conveyance of Property.** In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, “***Excluded Property***” means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued for the residence located on such single-family residential lot; (ii) a parcel for which certificates of occupancy have been issued for the improvements located on such parcel, and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued for improvements located on such lot, and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

(B) **Assignment of Development Rights and Obligations.** The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 6, the following activities on the part of Developer shall not be deemed “development of the Property”: (i) the filing of this Agreement, the Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances, including the PD; (ii) the subdivision and conveyance of any portions of the

Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as “*Open Space*” on the Master Site Plan to any person or entity so long as the same shall be restricted in use to “open space”; (iv) the subdivision and conveyance of portions of the Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed “development” under the Act.

7. **DEVELOPMENT SCHEDULE.** The Property shall be developed in accordance with the development schedule, attached as **Exhibit “E”** (the “*Development Schedule*”). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively “*Force Majeure*”), and the Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

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

writing by the Developer and the City. The parties further acknowledge and agree that, notwithstanding the above limitation on future changes in ordinances, all future stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended from time to time.

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

9. **INFRASTRUCTURE AND SERVICES.** The City and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

(A) **Public Roads.** All roads within the Project serving the Residential Units and commercial development within the Project shall be public roads, unless otherwise indicated on the Master Site Plan. All public roadways shall be constructed to City standards unless specifically modified herein, will be approved by the City Planning Commission as part of the subdivision plat approval process, and will be dedicated to, conveyed, maintained and repaired by the City.

(B) **Storm Drainage System.** All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, as the same may be amended, in accordance with Section 8 above. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and, to the extent such drainage system structural improvements are public improvements, then dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas which are not public improvements will be constructed and maintained by the Developer and/or one of more

Owners Association, as appropriate, and will not be accepted or maintained by the City, with the specific exception of those retention ponds, ditches and other stormwater retention and treatment areas located on property conveyed to the City by the Developer, for which the Developer will retain an easement for transmission of stormwater, but maintained by the City only to the extent such stormwater facilities are public facilities.

- (C) **Solid Waste and Recycling Collection.** The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of any portion of the Property is required in return for such service for each owner within the Property. The City reserves the right to contract with a third party, which may include another governmental entity for the provision of such services or the billing of such services to Developer, an Owners Association or each individual owner of any portion of the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Property until such payment(s) have been made.
- (D) **Police Protection.** The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City.
- (E) **Fire Services.** The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.
- (F) **Emergency Medical Services.** The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.
- (G) **School Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District. The person or entity, whether it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.
- (H) **Private Utility Services.** Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon

designated service areas. All utilities on the Property shall be located underground and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

- (I) **Streetlights**. Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly situated neighborhoods within the City, the City shall contribute toward the monthly cost for each streetlight in an amount equal to the costs for the base street light fixture offered by the utility provider. The remaining monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.
- (J) **No Donation of Acreage for Sewer Plant Expansion**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City, provided, however, that this provision shall not be deemed to preclude the City from requiring additional sewer pump station facilities, to subsequently be dedicated and conveyed to the City.
- (K) **No Required Donations for Civic Purposes**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer, provided, however, that the Developer has agreed to convey, in consideration of obligations set forth in this Agreement, and in the PD, and without payment from the City to the Developer those parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan attached hereto as **Exhibit "D"**.
- (L) **Easements**. Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.
- (M) **Ponds and Lakes**. As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved Master Site Plan for the Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s) except those pond(s) and lake(s) located upon any portion of the

Property conveyed to the City by the Developer, and that all other such pond(s) and lake(s) shall either be (i) maintained by the Developer; or (ii) conveyed to an Owners Association for on-going maintenance following completion of the Project.

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

(O) **Tree Preservation.** All tree preservation efforts shall be made in accordance with the City of Conway's Tree Preservation Ordinance and the City's Code of Ordinances. Developer shall also adhere to the City's Tree Preservation Ordinance in effect at the time of plan submittal. The Developer's obligation to deliver a tree survey shall be limited to those trees that are defined as being protected and/or landmark trees, per the City's Tree Preservation Ordinance, and such tree survey shall depict the location, specimen and D.B.H of all protected and/or landmark trees per the City's Tree Preservation Ordinance, to be submitted for each tract or parcel identified as being within the Conservation Subdivision at the time of plan submittal, and prior to land disturbance.

10. **IMPACT FEES.** The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, provided such fees are applied consistently and in the same manner to all similarly situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly situated property within the City limits) for any reason.

11. **ADDITIONAL OBLIGATIONS AND PUBLIC BENEFITS.** The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, will provide public benefits, as follows:

(A) The installation of soft paths as depicted on the Master Plan, sidewalks and street trees, in accordance with the requirements of the City of Conway Unified Development Ordinance, to be complete or financially guaranteed prior to the approval of the corresponding subdivision plat for recording. Sidewalks internal to the subdivisions within the Property are required in limited areas where indicated on the approved Master Plan, together with soft paths approved along the majority of roadways internal to the Property, also as shown on the approved Master Plan. In the event the installation of such items are delayed beyond the dedication of the required infrastructure, the estimated cost of such features shall remain in

financial guarantee until installation is complete or the expiration of said instrument, whichever is first to occur.

- (B) As a requirement, to provide sufficient capacity as necessary for the proposed development of the Project, the installation of sewer pump station(s) and associated infrastructure shall be constructed in accordance with the requirements of Grand Strand Water & Sewer Authority (“GSWSA”), or such other agency then providing sanitary sewer service to the Property.
- (C) All stormwater conveyance and retention facilities shall be designed to meet or exceed the City’s Stormwater Ordinance that is in effect at the time of plan submittal. Any required permanent and perpetual easements necessary to facilitate such drainage from the Property shall be depicted on construction documents as well as the correlating subdivision plat(s) prior to dedication of such easements to the City.
- (D) All wetlands, as such wetlands approximations are depicted on the Master Site Plan as amended from time to time, shall be protected, in the following manner:
 - (i) All wetlands located within the boundaries of the properties subject to this Agreement shall be encumbered with conservation easements(s) for the perpetual benefit of the City, and further protected by the extension restrictive covenants in perpetuity of wetland buffers not less than 30-feet in width, adjacent to and alongside such wetlands, such wetland buffers also being encumbered for the benefit of the City of Conway. These encumbrances shall be provided prior to or simultaneously with the approval of the final subdivision plat(s). Notwithstanding such easements and encumbrances in favor of the City, such wetlands may be conveyed to an Owners Association, having jurisdiction over the respective portion of the Property for which a subdivision plat is proposed, in the same manner as other common areas and open spaces within such subdivision, provided that and such conservation easement for the benefit of the City shall be recorded prior to any conveyance to such Owners Association. Notwithstanding such conveyance the same shall continue to apply to any open space calculations required under the Code of Ordinances.
 - (ii) As to major wetlands and flood zones located within the Property which are not located within any subdivision of the Property in accordance with Section 11(D)(i) above, as shown on the Master Site Plan, as the same may be amended from time to time, are approximations. The boundaries of such wetlands are to be delineated in accordance with a current wetland delineation/determination by the U.S. Army Corps of Engineers (“USACE”) and the location of flood zones as depicted on the most recent Flood Insurance Rate Maps at the time of development. Such regulatory boundaries are to be

accurately represented on all construction documents as well as any survey plats of said Property. All conservation areas within the boundaries of the Property subject to this Agreement shall be encumbered with conservation easement(s) for the benefit of the City of Conway prior to the approval of the final development within the boundaries of the corresponding tract as shown on the Master Plan.

In addition to the wetland areas and buffers, the perimeter landscape buffers and flood zone areas within the Property subject to this Agreement shall also be encumbered with conservation easement(s) to protect the existing vegetation retained therein and limit any impacts to the floodplain. These areas shall be retained by Developer until such time as Developer has subjected the same to an instrument of permanent and perpetual protection, in favor of the City, in a form approved by the City, recorded in the public records of Horry County, South Carolina. Following the recording of such instrument of permanent and perpetual protection, the same shall continue to apply to any open space calculations required under the Code of Ordinances, and Developer may convey the same, subject to such instrument of permanent and perpetual protection, in favor of the City.

(E) **Uses and Density**. As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Master Plan, as amended from time to time, shall provide for not more than 1,333 total Residential Units.

(F) **Road Standards and Traffic Impact**. As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for ownership and maintenance.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this Section 11(F).

(G) **Stormwater and Drainage**. As an obligation, Developer shall provide stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property.

(H) **Jurisdictional and Non-Jurisdictional Waters**. As an obligation, Jurisdictional and Non-

Jurisdictional Waters of the State of South Carolina and the United States within the Project which are not mitigated, filled or otherwise modified, shall be surrounded by an undisturbed water quality buffer of not less than Thirty (30) feet in width.

- (I) **Floodways and Flood Hazard Areas.** As an obligation, Developer agrees that no portion of the Property which is located in a floodway or a Flood Zone shall be improved with Residential Units, or parking improvements to accommodate Residential Units. The intent of this provision is to insure that the flood hazard protections afforded Residential Units exceeds such flood hazard protections as would otherwise be required under the Code of Ordinances.
- (J) **Recording.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which the City enters into this Agreement.

12. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.** The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

13. **COMPLIANCE REVIEWS.** Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.

14. **DEFAULTS.** Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the

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

15. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

16. **RESTRICTIVE COVENANTS.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the “*Restrictive Covenants*”) shall survive and continue in full force and effect without regard to the termination of this Agreement for a period ending on the earlier of (i) Fifty (50) years after the Term of this Agreement; or (ii) such time as the parties hereto, or their respective successors and assigns, have recorded a fully executed and effective termination of the Restrictive Covenants in the Office of the Register of Deeds for Horry County. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the “*CCRs*”), whether administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants, the same thereafter running with the Property as continuing obligations, public benefits and restrictions.

17. **NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other

address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Conway
229 Main Street
Conway, SC 29526
Attention: City Administrator

With a copy to: _____ City of Conway
_____ 101 Third Avenue
_____ Conway, SC 29526
_____ Attention: City Attorney

And to the Developer at: Collins Jolly Holding Co., LLC
c/o Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

With a copy to: Robert S. Guyton, Esq.
Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

18. **GENERAL.**

(A) **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“***New Laws***”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should

these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

- (B) **Estoppel Certificate**. The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within Thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.
- (C) **Entire Agreement**. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.
- (D) **No Partnership or Joint Venture**. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.
- (E) **Exhibits**. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- (F) **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- (G) **Transfer of Title**. Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.
- (H) **Binding Effect**. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.
- (I) **Governing Law**. This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Horry County, or such other

jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(J) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

(K) **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(L) **No Third-Party Beneficiaries.** The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

(M) **Release of Developer.** Subject to Section 6(B), in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred; provided, however, the transferee(s) of the one acre contemplated for subdivision and conveyance under Section 6(B) shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

19. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED.** The development of the Property shall be pursuant to this Agreement, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and **Development** Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Master Site Plan of the Project, subject to any Master Site Plan Revisions. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

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

[Signature Pages Follow]

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

DEVELOPER:

WITNESSES:

COLLINS JOLLY HOLDING CO., LLC, a
South Carolina limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of COLLINS JOLLY HOLDING CO., LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public

Name: _____

My Commission Expires: _____

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

CITY:

WITNESSES:

CITY OF CONWAY

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the of the CITY OF CONWAY. He or she personally appeared before me and is personally known to me.

Notary Public

My Commission Expires: _____

JOINDER OF OTHER OWNER

The undersigned **CREEKSIDE CUSTOM HOMES, LLC**, a South Carolina limited liability company, does hereby join and consent to the encumbrance of the real property described on **Exhibit "A"** attached hereto (the "***Other Owner's Property***") to the terms and conditions of the foregoing Amended and Restated Development Agreement for Collins Jollie Conservation Subdivision ("***Development Agreement***"), specifically excluding, however, any obligation as to monetary fees required solely under the terms of the Development Agreement.

OTHER OWNER:

CREEKSIDE CUSTOM HOMES, LLC, a
South Carolina limited liability company

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF HORRY)

I, _____, a Notary Public, do hereby certify that
_____, as _____ of CREEKSIDE CUSTOM
HOMES, LLC, a South Carolina limited liability company, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument as his or her act and deed.

Witness my hand and seal this ____ day of _____, 2024

Notary Public Signature

Name: _____

Notary Public for South Carolina

My Commission Expires: _____

(Seal)

EXHIBIT “A”

Description of Creekside Homes, LLC Property

[TO BE ATTACHED]

JOINDER OF OTHER OWNER

The undersigned **LENNAR CAROLINAS, LLC**, a Delaware limited liability company, does hereby join and consent to the encumbrance of the real property described on **Exhibit “A”** attached hereto (the “**Other Owner’s Property**”) to the terms and conditions of the foregoing Amended and Restated Development Agreement for Collins Jollie Conservation Subdivision (“**Development Agreement**”), specifically excluding, however, any obligation as to monetary fees required solely under the terms of the Development Agreement.

OTHER OWNER:

LENNAR CAROLINAS, LLC, a Delaware
limited liability company

Name: _____

By: _____

Name: _____

Title:

Name: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

)

I, _____, a Notary Public, do hereby certify that _____, as _____ of LENNAR CAROLINAS, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his or her act and deed.

Witness my hand and seal this day of , 2024

Notary Public Signature

Name: _____

Notary Public for South Carolina

My Commission Expires:

(Seal)

EXHIBIT “A”

Description of Lennar Carolinas, LLC Property

[TO BE ATTACHED]

JOINDER OF OTHER OWNER

The undersigned **REALSTAR HOMES, LLC**, a South Carolina limited liability company, does hereby join and consent to the encumbrance of the real property described on **Exhibit “A”** attached hereto (the “***Other Owner’s Property***”) to the terms and conditions of the foregoing Amended and Restated Development Agreement for Collins Jollie Conservation Subdivision (“***Development Agreement***”), specifically excluding, however, any obligation as to monetary fees required solely under the terms of the Development Agreement.

OTHER OWNER:

REALSTAR HOMES, LLC, a South Carolina
limited liability company

Name:

By: _____

Name: _____

Title:

Name: _____

STATE OF SOUTH CAROLINA)

)

)

ACKNOWLEDGMENT

COUNTY OF HORRY)

)

I, _____, a Notary Public, do hereby certify that _____, as _____ of REALSTAR HOMES, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his or her act and deed.

Witness my hand and seal this day of , 2024

Notary Public Signature

Name: _____

Notary Public for South Carolina

My Commission Expires:

(Seal)

EXHIBIT “A”

Description of Realstar Homes, LLC Property

[TO BE ATTACHED]

JOINDER OF OTHER OWNER

The undersigned **D.R. HORTON, INC.**, a Delaware corporation, does hereby join and consent to the encumbrance of the real property described on **Exhibit “A”** attached hereto (the **“Other Owner’s Property”**) to the terms and conditions of the foregoing Amended and Restated Development Agreement for Collins Jollie Conservation Subdivision (**“Development Agreement”**), specifically excluding, however, any obligation as to monetary fees required solely under the terms of the Development Agreement.

OTHER OWNER:

D.R. HORTON INC., a Delaware corporation

Name:

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

)

ACKNOWLEDGMENT

COUNTY OF _____)

)

I, _____, a Notary Public, do hereby certify that _____, as _____ of D.R. HORTON, INC., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his or her act and deed.

Witness my hand and seal this day of , 2024

Notary Public Signature

Name: _____

Notary Public for South Carolina

My Commission Expires:

(Seal)

EXHIBIT “A”

Description of D.R. Horton, Inc. Property

[TO BE ATTACHED]

EXHIBIT “B”

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

[TO BE ATTACHED]

EXHIBIT “C”

Description of Property

[TO BE ATTACHED]

EXHIBIT “D”

Master Site Plan

[TO BE ATTACHED]

EXHIBIT “E”

Development Schedule

Construction will begin following receipt of permits from the City of Conway and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the Project is subject to then current market demands, the Developer anticipates starting the installation of the infrastructure within a period of approximately Twenty-four (24) months from approval of this Agreement to allow for design, permitting and mobilization. The Project would be complete within Fourteen (14) years of approval of this Agreement.

SITE SUMMARY

TOTAL PARCEL PIN 295-00-00-0010
TOTAL ACREAGE ±809.36 AC (±536.00 AC UPLAND / ±273.36 AC WETLAND)
CURRENT ZONING R1
PROPOSED ZONING* CONSERVATION SUBDIVISION
PROPOSED USE SINGLE-FAMILY DETACHED & SINGLE-FAMILY ATTACHED

JURISDICTION CITY OF CONWAY, SOUTH CAROLINA

CURRENT OWNER COLLINS JOLLY HOLDING CO LLC
4605 OLEANDER DR #B
MYRTLE BEACH, SC 29577

DEVELOPER N/A

NET BUILDABLE ACREAGE ±300.16 AC
536.00 UPLAND AC x 0.80 (TO ACCOUNT FOR 20% INFRASTRUCTURE) = 428.80 AC
428.80 AC x 0.70 (TO ACCOUNT FOR AN ADDITIONAL 30% OPEN SPACE) = 300.16 AC

*NOTE: CONSERVATION SUBDIVISION IS ALLOWED BY-RIGHT UNDER THE R1 ZONING DISTRICT.

R1 ZONING REQUIREMENTS

ALLOWED USE SINGLE-FAMILY DETACHED
LOT SIZE 7,500 SF (MIN)
LOT WIDTH 75' (MIN)
LOT DEPTH 100' (MIN)

FRONT SETBACK 20'
SIDE SETBACK 10'
REAR SETBACK 20'

BUILDING HEIGHT 40' (MAX)

ALLOWED DENSITY* 1,743 UNITS (MAX)

*NOTE: ALLOWED DENSITY IS CALCULATED AS NET BUILDABLE ACREAGE DIVIDED BY LOT SIZE.

CONSERVATION SUBDIVISION REQUIREMENTS

ALLOWED USE SINGLE-FAMILY DETACHED
SINGLE-FAMILY ATTACHED (TOWNHOMES)
LOT SIZE 6,000 SF (MIN)
LOT WIDTH 60' (MIN)
LOT DEPTH 100' (MIN)

FRONT SETBACK 20'
SIDE SETBACK 10'
REAR SETBACK 15'

BUILDING HEIGHT 40' (MAX)

ALLOWED DENSITY* 2,789 UNITS (MAX)

*NOTE: ALLOWED DENSITY SHALL NOT EXCEED 1.6 TIMES THE ALLOWED DENSITY OF THE UNDERLYING ZONING. (1.6 x 1,743 = 2,789)

PROTECTED BUFFERS 100' (MIN) FROM ADJACENT RIGHTS-OF-WAY
50' (MIN) FROM ADJACENT TRACT BOUNDARIES

DEVELOPMENT INCENTIVES*

- PROVISION: 30' BUFFER AROUND ALL RIVERS / WETLANDS
INCENTIVE: 1 ADDITIONAL UNIT PER ACRE OF BUFFER AREA PROVIDED
- PROVISION: MULTI-USE TRAILS / GREENWAYS THAT CONNECT NEIGHBORHOODS
INCENTIVE: 0' SIDE YARD SETBACK

*ADDITIONAL INCENTIVES ARE AVAILABLE PER THE ORDINANCE.

PROPOSED DEVELOPMENT

AREA	UNIT TYPE	UNIT SIZE	UNIT TOTAL
A*	SINGLE-FAMILY DETACHED	62' x 120'	215
B	SINGLE-FAMILY DETACHED	62' x 120'	084
C	SINGLE-FAMILY DETACHED	**	039
D	SINGLE-FAMILY DETACHED	62' x 120'	185
E	SINGLE-FAMILY DETACHED	62' x 120'	220
F	SINGLE-FAMILY DETACHED	62' x 120'	289
G	SINGLE-FAMILY ATTACHED	**	175
H	SINGLE-FAMILY DETACHED	62' x 120'	111
I	SINGLE-FAMILY DETACHED	62' x 120'	015
TOTAL DENSITY			1,333

*AREA "A" REFLECTS WETLAND SURVEY INFORMATION AS DONE BY ROBERT WARNER & ASSOCIATES DATED 9/26/2019.
ALL OTHER AREAS SHALL REQUIRE UPDATED WETLAND LETTERS PRIOR TO DEVELOPMENT.

**VARIOUS SINGLE-FAMILY ATTACHED (TOWNHOMES) UNITS

LEGEND

49.6 AC	OPEN SPACE *	
	(Ponds with docks/piers/fountain amenities)(set open space)	
312.3 AC	PRIMARY CONSERVATION AREAS *	
	(Wetlands and upload buffers)	
165.6 AC	SECONDARY CONSERVATION AREAS *	
	(Soft path installation alongside proposed ponds)	
	(20' separation and soft paths between back to back lots)	
5,093 SF	SOFT PATHS *	
	(10' wide)	
123	LOTS NOT ABUTTING CONS. AREA (1333 * 0.25 = 333 allowed)	
NOTE: Roadways will be constructed per the City of Conway's "Complete Streets" Ordinance.		

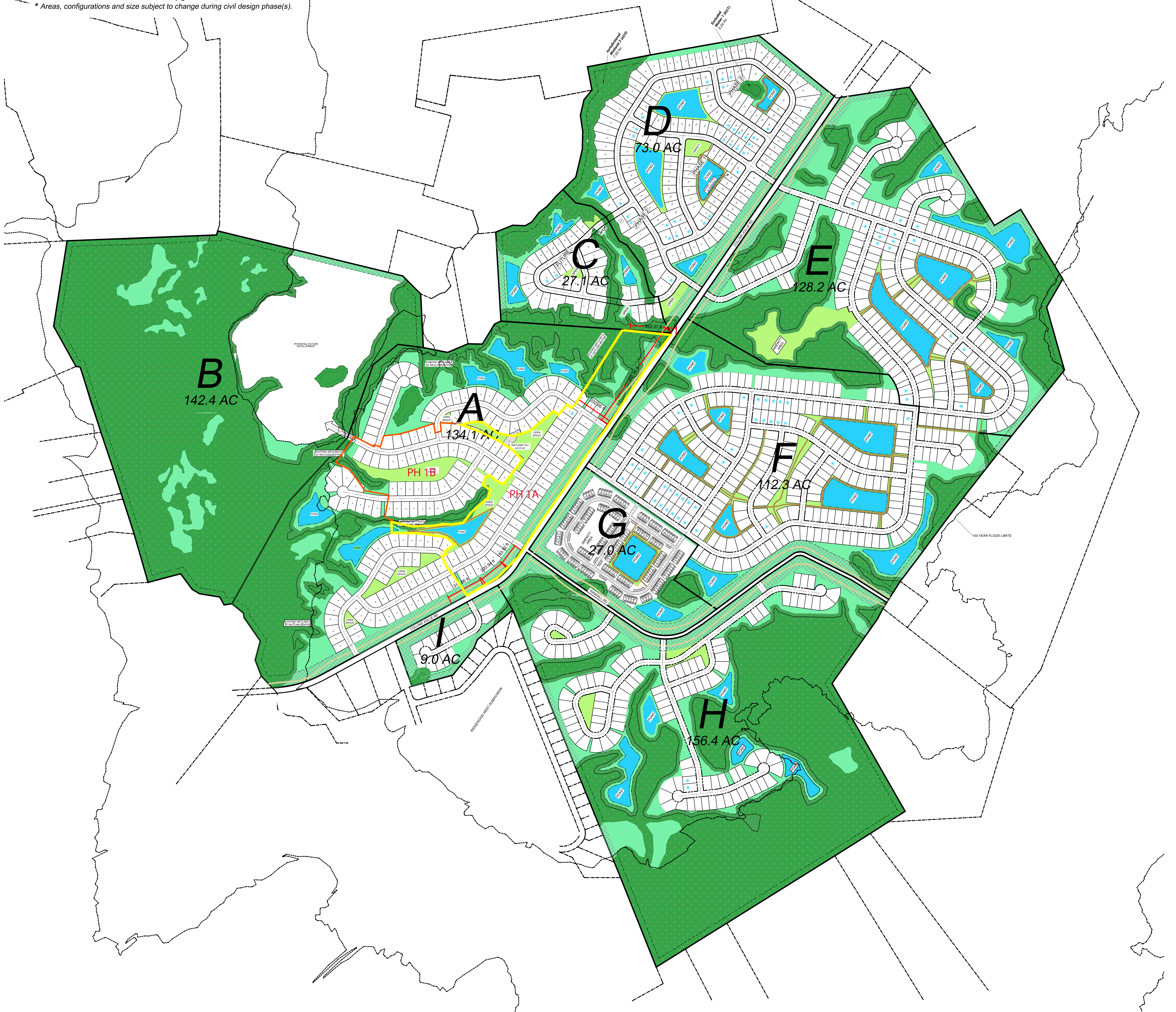
* Areas, configurations and size subject to change during civil design phase(s).

OPEN SPACE MATRIX SUMMARY

OPEN SPACE REQUIREMENT: 30% OF NET BUILDABLE AREA (300.16 AC * 0.3 = ±90 AC)				
	ACTIVE USE AREA	PASSIVE USE AREA	TOTAL ACRES	WATER SURFACE PERCT.
PHASE A	11.32	26.91	38.23	1%
PHASE B	NA	NA		0%
PHASE C	0.47	3.44	3.91	0%
PHASE D	1.70	6.80	10.50	10%
PHASE E	12.51	22.28	34.79	22%
PHASE F	15.58	13.88	29.46	32%
PHASE G	3.50	6.15	9.65	27%
PHASE H	4.98	23.09	28.07	13%
PHASE I	0.00	4.37	4.37	0%
TOTAL	50.060000	108.920000	158.980000	12%

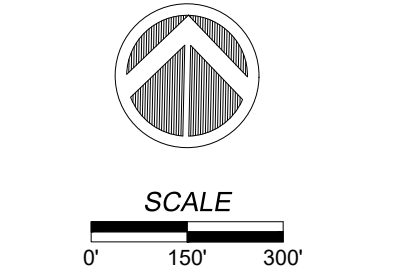


VICINITY MAP



NOTE: PLAN IS CONCEPTUAL IN NATURE & SUBJECT TO REVISION. PLAN SHOULD NOT BE USED AS A CONSTRUCTION DOCUMENT OF ANY KIND. BASE INFORMATION IS NOT GUARANTEED TO BE ACCURATE.

Consulting Engineers, Surveyors, Planners,
Landscape Architects & Environmentalists
1298 Professional Dr., Myrtle Beach, SC 29577
Phone: (843) 692-3200 Fax: (843) 692-3210



NO.	DATE	REVISION	BY
1	5/16/2019	UPDATE FILE AT REQUEST OF CITY OF CONWAY (AND REVISIONS)	JHW
2	5/22/2019	REVISION TO INCLUDE CHART INFORMATION	AJW
3	8/19/2019	REVISION PER STAFF COMMENTS	AJW
4	8/19/2019	REVISION PER STAFF COMMENTS	AJW
5	8/19/2019	REVISION PER STAFF COMMENTS	AJW
6	8/19/2019	REVISION PER STAFF COMMENTS	AJW
7	8/19/2019	REVISION PER STAFF COMMENTS	AJW
8	8/19/2019	REVISION PER STAFF COMMENTS	AJW
9	8/19/2019	REVISION PER STAFF COMMENTS	AJW
10	8/19/2019	REVISION PER STAFF COMMENTS	AJW
11	8/19/2019	REVISION PER STAFF COMMENTS	AJW
12	8/19/2019	REVISION PER STAFF COMMENTS	AJW
13	8/19/2019	REVISION PER STAFF COMMENTS	AJW
14	8/19/2019	REVISION PER STAFF COMMENTS	AJW
15	8/19/2019	REVISION PER STAFF COMMENTS	AJW
16	8/19/2019	REVISION PER STAFF COMMENTS	AJW
17	8/19/2019	REVISION PER STAFF COMMENTS	AJW
18	8/19/2019	REVISION PER STAFF COMMENTS	AJW
19	8/19/2019	REVISION PER STAFF COMMENTS	AJW
20	8/19/2019	REVISION PER STAFF COMMENTS	AJW

CONSERVATION SUBDIVISION ZONING PLAN

COLLINS JOLLY TRACT
CITY OF CONWAY, SOUTH CAROLINA
PREPARED FOR: COLLINS JOLLY HOLDING CO LLC

SCALE	1" = 200'
DATE	5/16/2019
DESIGNED BY	AJW
DRAWN BY	AJW
APPROV BY	JHW
PROJECT NO.	18719
FILE NO.	1

DATE: SEPTEMBER 16, 2024

ITEM: VII.B.

ISSUE:

Final Reading and Public Hearing of Ordinance #ZA2024-09-16 (B) of a request to amend a previously approved land development agreement [*Ord. #ZA2023-10-02 (A)*] for the property known as “Warden Station”, a Planned Development (PD) district located at or near the corner of Pitch Landing Rd & Hwy 701 South, Pitch Landing Rd & Blaze Trail, and Kinlaw Lane & Hwy 701 South, containing approximately 1,763 +/- acres, and which contains the following uses: single-family detached dwellings, single-family semi-attached dwellings (duplex), single-family attached dwellings (townhomes), multifamily dwellings, as well as commercial and recreational uses (PINs 381-00-00-0003; 381-08-01-0006; 381-08-04-0009; -0010; 380-00-00-0038; 403-00-00-0001; -0002; -0022).

BACKGROUND:

In January of this year, the City approved and entered into a land development agreement with BRD Land & Investment, LP, for the proposed development of the subject property. The development agreement was recorded on February 27th, in Deed Book 4779, Pg. 997. Following the recording of the document, mass grading plans were submitted for the subject property. Any plans submitted for review must follow the terms of the development agreement and the PD ordinance, where applicable. Upon review, staff discovered that the PD document and the DA document contained conflicting language with regard to Tree Preservation.

The PD document simply states that the developer agrees to submit a tree survey, *in accordance with the City’s Tree Ordinance, for each tract within the PD at the time of plan submittal, and before land disturbance of such tract is approved*. This language, since no modification from the Tree Preservation Ordinance is specified, assumes that whatever is in effect at the time of plan submittal will be applicable to this project for each tract; which will occur at different times throughout the length of the development; however, if mass grading of the entire site is proposed, this will in fact result in land disturbance, requiring that a tree survey be submitted as part of the plan review for mass grading.

The development agreement goes a step further, stating the following:

“Tree Preservation. Developer and the City recognize the public benefit of tree preservation, and therefore agree that, *a tree survey depicting all trees in excess of 6” (inches) in caliper shall be provided for each tract within the PD at the time of plan submittal, and before land disturbance of such tract is approved.*”

The language contained within the development agreement, *as recorded*, does not mention the tree preservation ordinance, and states that *any* tree, greater than 6” in caliper, would be contained on a tree survey, when tree surveys should only include those that are listed as being protected or landmark trees, per the tree preservation ordinance. Nonetheless, the developer is bound by the development agreement

that is in effect at the time of plan submittal, and any deviations from it, or amendments, require approval from City Council.

AMENDMENT:

The applicant has submitted a proposed amendment to Section 10 (I) of the development agreement, to state the following:

- (I) **“Tree Preservation.** All of the property shall comply with the City’s Tree Preservation Ordinance that is in effect at the time of plan submittal. No protected and/or landmark tree(s), as defined under the City’s Tree Preservation Ordinance, shall be removed without a Protected and/or Landmark Tree Removal permit. A tree survey, indicating the location, specimen, and D.B.H. of all protected and/or landmark trees under the City’s Tree Preservation Ordinance, shall be submitted for each tract or parcel within the property at the time of plan submittal, and prior to approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by City staff that no protected and/or landmark trees will be removed without proper permitting and mitigation.”

For consistency staff proposes a minor amendment to the PD that mirrors the aforementioned amendment to the DA. Minor amendments to the PD do not require Planning Commission or Council approval; only staff approval. Typically, minor amendments would be requested by the applicant, not staff, so as a condition of approval of this proposed amendment to the development agreement, include a minor amendment to the PD to reflect the same language. Planning staff is responsible for determining if a change is a minor or major detail.

REQUIRED PUBLIC HEARINGS

The first public hearing on the development agreement was held at the September 5th Planning Commission meeting. The second public hearing has been advertised to occur at second (and final) reading of the proposed development agreement, at the September 16th Council meeting.

CITY COUNCIL:

City Council approved First Reading of the ordinance at their September 3rd meeting.

PLANNING COMMISSION:

Planning Commission held the required public hearing on the proposed amendment to the Warden Station development agreement and recommended approval. There was no public input.

RECOMMENDATION:

Approve Final Reading of **Ordinance #ZA2024-09-16 (B).**

Attachments:

Final Draft of proposed amendment to the Development Agreement; Master Site Plan

ORDINANCE #ZA2024-09-16 (B)

**AN ORDINANCE ADOPTING A FIRST AMENDMENT TO A PREVIOUSLY ADOPTED
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CONWAY AND BRDL
WARDEN STATION, LLC (AKA BRD LAND & INVESTMENT, LP).**

WHEREAS, the S. C. Local Government Development Agreement Act of 1993 (*S.C. Code Title 6, Chapter 31, § 6-31-10*) authorizes binding agreements between local governments and developers for the long-term development of land tracts of land; and

WHEREAS, the City of Conway is a duly chartered municipal corporation, organized and existing under laws of the State of South Carolina; and

WHEREAS, on May 25, 1998, Conway City Council amended the City Code of Ordinances to allow the City to enter into a Land Development Agreement with developers who meet the necessary criteria to participate in such agreement; and

WHEREAS, the City and BRD Land & Investment, LP (aka BRDL Warden Station, LLC), entered into a development agreement for Warden Station, (a Planned Development (PD) district), dated February 27, 2024 and recorded February 27, 2024 in Deed Book 4779 at Page 997, in the Office of the Register of Deeds for Horry County, South Carolina (the “Development Agreement”); and

WHEREAS, the City and the Developer now desire to amend said Development Agreement to correct certain inconsistencies in the manner set forth as attached herein; and

WHEREAS, the required public hearings, in accordance with *S.C. Code § 6-31-50* have occurred (September 5, 2024 and September 16, 2024), and Planning Commission has recommended approval of the amendments to the Development Agreement; and

WHEREAS, the amendment(s) to such agreement is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it

ORDAINED that the First Amendment to the Development Agreement between the City of Conway and BRD Land & Investment, LP (aka BRDL Warden Station, LLC) be hereby adopted by reference and made a part hereof as if fully incorporated, as attached hereto; and be it further

ORDAINED that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

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

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

First Reading: September 3, 2024

Final Reading: _____

without a Protected Tree Permit and the submission of a tree survey. A tree surveys indicating the location, specimen, and D.B.H of all protected and/or landmark trees under the City's Tree Preservation Ordinance shall be submitted for each Tract or parcel within the Property at the time of plan submittal, and prior to approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by the City's staff that no protected and/or landmark trees will be removed without proper permitting and mitigation."

3. **NO FURTHER AMENDMENT.** Except as specifically amended by this First Amendment, all of the terms and conditions of the Development Agreement shall remain in full force, unless and until amended in a writing signed by the City and the Developer.

4. **FORCE AND EFFECT.** If Developer has properly executed this First Amendment and delivered the same to the City for execution within Sixty (60) days following final approval of this First Amendment by the City, then this First Amendment shall be null and void and of no further force or effect.

[Individual Signature Pages Follow]

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

DEVELOPER:

WITNESSES:

BRD LAND & INVESTMENT, a South Carolina general partnership

Name: _____

By: _____

Maurice B. Johnson, its CEO

Name: _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Maurice B. Johnson, as CEO of BRD LAND & INVESTMENT, a South Carolina general partnership. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

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

DEVELOPER:

WITNESSES:

BRDL WARDEN STATION, LLC, a South Carolina limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of BRDL WARDEN STATION, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

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

CITY:

WITNESSES:

CITY OF CONWAY

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the of the CITY OF CONWAY. He or she personally appeared before me and is personally known to me.

Notary Public for South Carolina

Name: _____

My Commission Expires: _____



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

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

ISSUE:

First Reading of Ordinance #ZA2024-10-07 (A), regarding proposed amendment(s) to *Article 10 – Subdivision and Land Development*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding revisions to the requirements for Parks and Open Space Dedication.

BACKGROUND:

Additional park and recreation areas and facilities will be needed to accommodate the city's growing population, and at the 2023 City Council budget retreat, Council discussed several changes within the UDO, including the City's parks and open space requirements, as a result of a park expansion plan, based on the National Recreation and Park Association (NRPA) guidelines for the quantities of park and recreation facilities related to population size. Staff was asked to research and come up with alternatives that would aid in expanding city park space, including through development of property that would require the dedication of open space. Two options were previously presented:

1. In lieu of a developer providing onsite open space, they could instead provide adequate area adjacent to the development that would be dedicated to the City once improvements were installed, to include the possibility of offering additional (development) incentives to developers, such as density bonuses, who opted to do so; and
2. Adding an additional percentage to the fee in lieu amount of providing onsite open space (as required per development standards), based on the written appraisal of the property, up to 25% more of the appraised value, which is typically required to be based on the value of the property as if the development is complete and all infrastructure installed.

At the August Planning Commission meeting, the commission discussed the amendments proposed to the City's Open Space requirements and held the required public hearing. Staff recommended that the amendment be deferred until the September meeting so that any changes discussed during the August meeting could be included in the amendment.

Many of the revisions are more housekeeping in nature. Some of the more notable revisions include the following:

- Amendment on how the amount of required open space is calculated. Currently, the amount of open space is calculated by the number of lots proposed, multiplied by 2.6 (avg. household size per most current US Census), multiplied by 0.008 (avg. open space needed per person). The amended open space ordinance would calculate open space by requiring 1,000 sq. ft. of open space per lot or unit within a development, which results in a slightly higher amount of open space being required.

- Amendments to the Suitability requirements for open space, which includes several criteria to the different types of open space provided (active, passive, and ancillary). The amendment breaks down each type of open space, with suitability requirements for each type.
- Include a provision that would permit the developer to locate the open space offsite, with certain conditions, including that the location of the open space have access to external roadways and that it be accessible via pedestrian travel to the project that it would serve.
- Amendments to the appraisal requirements, removing the different standards for Planned Developments, as well as the ability for a different method of appraisal to be provided other than from an SC licensed appraiser. Open space fee in lieu requests will continue to require review by Planning Commission and approval by City Council.

PLANNING COMMISSION

Planning Commission held the required public hearing at their August 1, 2024 meeting and recommended approval of the proposed amendments at their September 5, 2024 meeting. .

RECOMMENDATION

Staff recommends approval of **First Reading of Ordinance #ZA2024-10-07 (A)**, regarding revisions to the Parks and Open Space Dedication ordinance.

ORDINANCE #ZA2024-10-07 (A)

**AMENDMENT TO ARTICLE 10 OF THE CITY OF CONWAY UNIFIED
DEVELOPMENT ORDINANCE (UDO) REGARDING REVISIONS TO THE
REQUIREMENTS FOR PARKS AND OPEN SPACE DEDICATION REQUIREMENTS**

WHEREAS, Pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina 1976, as Amended known as the “South Carolina Local Government Comprehensive Planning Enabling Act of 1994” enabled the City of Conway to adopt the *Unified Development Ordinance (UDO)* of the City of Conway, South Carolina; and

WHEREAS, *Article 13, Section 13.1.7* of the *UDO* provides that the regulations, restrictions, and boundaries set forth in said Ordinance may from time be amended, supplemented, changed, or repealed in accordance with S.C. State Code 6-29-760; and

WHEREAS, additional park and recreation areas and facilities are needed to accommodate the City’s growing population, and based on the guidelines set forth in the National Recreation and Park Association (NRPA); and

WHEREAS, the open space standards as amended will improve the quality of open space within new developments and will aid in achieving the City’s goals in expanding existing City parks or the creation of new parks; and

WHEREAS, the Planning Commission, on August 1, 2024, of the City of Conway, South Carolina held the required public hearing on the proposed amendments to Parks and Open Space Dedication, of *Article 10* of the *UDO*, and recommended approval of the proposed amendments at their September 5, 2024 meeting; and

WHEREAS, the City Council of the City of Conway has determined the *UDO* should be amended, relative to the requirements for Parks and Open Space Dedication in Article 10 of the *UDO*.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Conway, in Council duly assembled, that *Article 10* of the Conway Unified Development Ordinance (*UDO*) be amended as attached hereto.

BE IT FURTHER ORDAINED, that such changes shall be made to the Unified Development Ordinance (*UDO*). All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

First Reading: _____

Final Reading: _____

Section 10.3.9 with amendments

10.3.9 Park and Open Space Dedication

A. General Requirements for Parks and Open Space Dedication for Major Residential Developments

1. The applicant of any **major** residential development or Planned Development District (**fee-simple or in-common**) shall **reserve allocate a sufficient amount of land for open space. Such areas shall be designed to serve the residents of the foster good stewardship of our natural environment, provide recreational opportunities as well as community involvement for the residents of the proposed development and residents of the immediate neighborhood of the development and facilitate perpetual maintenance of required infrastructure and vegetative/non-vegetative screening. This land shall be designated for ownership and maintenance by a property owner's association.**
 1. **Passive Use Parks.** A park or area within a park is designated as passive use for activities that are engaged in by individuals or groups of nine (9) or fewer, not dependent on a delineated area designed for specific activities. Passive parks have no designated sports fields. Team sports activities are limited to areas specifically designated, such as volleyball, basketball and handball courts. *(relocated to 10.3.9, C.1)*
 2. **Active Use Parks.** Active parks or park areas are characterized by formal designated fields, outdoor courts (e.g. basketball, volleyball, and tennis), trails and/or outdoor amenities (e.g. skateboard park, frisbee golf). *(relocated to 10.3.9, C.2)*
2. **Ownership and maintenance of open space shall be designated to a homeowners or property owner's association, horizontal property regime, or a property management group who shall perpetually maintain all open space, detention ponds, amenities, landscape areas or other commonly owned facilities. Proper notations shall be provided on the subdivision plat to indicate the entity to which such responsibility is given.**
3. **All required open space shall be preserved as such in perpetuity.**
4. **Major recreational facilities, such as those containing swimming pools or similar amenities, proposed for installation by the developer and shown on the approved preliminary plan set, shall be installed in the initial phase of the development, even if the development is divided into future phases. (Refer to 10.3.9, C.2.) *(some of this language moved to 10.3.9, C.2.d.)***
5. **All major residential developments shall conform to the goals pertaining to Parks & Open Space Dedication contained within the City's Comprehensive Plan as well as the City's Pathways & Trails plan; that which is in effect at the time of plan submittal.**

B. Residential Subdivision Development and Planned District Development **Minimum Open Space Required**

1. **Each **Major** residential developments shall provide a minimum of 1,000 square feet of suitable open space area **per lot and/or unit** to be calculated as the number of lots and/or units in the development multiplied by the average household size according to the latest US Census multiplied by .008, considered the amount of open space required by each individual (# of lots X average household size X .008 = required open space). This shall apply to major subdivisions (five or more lots). Developers shall provide all open space during the initial phase of development, even if the subdivision development is divided into future phases. Open Space improvements shall be installed prior to the recording of a final plat. *{ZA2020-09-21(A)}***
2. **If more passive open space is provided than active open space, then more total open space will be required. A minimum of twenty-five percent (25%) of the required open space shall be suitable for active areas and/or features as defined in Section 10.3.9, C. The remainder of the required open space shall be suitable passive areas as defined in Section 10.3.9, C.**

While Ancillary areas are to be located within open space, such areas are not attributable to the required amount of open space, unless qualified as active or passive per Section 10.3.9, C.

3. **The open space shall be preserved as such in perpetuity. *(relocated to 10.3.9, A.3)***

Section 10.3.9 with amendments

4. If less than one (1) acre of open space is required for any major subdivision, the developer shall submit a fee in lieu of providing the open space as described in subsection D, herein. *(similar language relocated to 10.3.9, D.2.b)*
5. ~~Water surfaces can only be counted as 25% of required open space and may only be considered as open space if:—~~
 - a. ~~A size appropriate fountain is installed in the pond or lake, maintained and operated at the expense of the developer and/or HOA; or~~
 - b. ~~The pond or lake is made an active amenity, by installing a dock or pier with suitability for fishing or boating.~~ *(Similar language relocated to 10.3.9, C.3.)*
6. ~~Where major recreational facilities are to be installed by the developer, such as those containing community swimming pools or similar amenities, a letter of credit may be approved by City Council to allow the facility to be constructed after approval of the Final Plat, but no later than 50% of approved lots have been issued building permits. Should the 50% threshold be reached prior to the installation of the amenity facility, no further building permits shall be issued until the facility is constructed.~~ *(language relocated to 10.3.9, C.2.b.)*

C. Park and Open Space **Features and Suitability.**

The land proposed for dedication shall be suitable for the intended purpose as determined by the City Council. Factors to be considered in evaluating suitability shall include but not be limited to the following: **Open Space areas shall be comprised of three (3) main elements: Passive, Active, and Ancillary Areas.**

1. **Passive Open Space Areas.** Passive areas within open space are characterized as un-encumbered upland areas, dedicated to preserve the existing natural environment for the enjoyment of the residents of the community. Passive areas have no designated sports fields. Criteria for suitable passive areas are defined below:
 - a. **Unity:** passive areas are to be provided within a parcel of a minimum one acre in size and designed to minimize the number of open space lots being split.
 - b. **Location:** passive areas may be centrally located or utilized to enlarge or provide special buffering along the perimeter of the project.
 - c. **Accessibility:** passive areas shall have a minimum of fifteen (15) feet of frontage along and direct access to the public street/sidewalk system within the project and shall be platted as open space on the final plat, or for multifamily or in-common developments, be clearly shown on the approved plan(s).
 - d. **Usability:** passive areas are to be upland areas only, excluding all easement areas and required landscape buffers.
 - e. **Connectivity:** passive areas shall have internal pedestrian access and shall not be isolated by topographical constraints.
 - f. **Conformity:** ~~preferably,~~ Passive areas should preserve existing on-site woodlands (interior to or along the perimeter of the project), safeguard protected and landmark trees in their natural state and create a spatial buffer around wetlands, ponds and floodways that may still be enjoyed by the residents of the community.
2. **Active Open Space Areas and Features**
 - a. **Active Open Space Areas.** Active areas within open space are characterized as amenity sites and/or features to provide members of the community with opportunities for recreational activity as well as social interaction. Such areas shall be appropriately sized for amenities or common recreational facilities. Criteria for suitable active areas are defined below:
 - i. **Unity:** active areas are to be provided within a parcel a minimum of one acre in size and designed to minimize the number of open space lots being split.
 - ii. **Location:** amenity sites shall be centrally located within the project. Whereas active features may be located throughout the development.

Section 10.3.9 with amendments

- iii. **Accessibility:** amenity sites are to have a minimum of seventy-five (75) feet of frontage along and direct access to the public street/sidewalk system within the project. The frontage shall be in a sufficient location to install a commercial drive-cut for vehicular access. Active features are to be accessible via pedestrian travel from the internal sidewalk system and/or a community facility (i.e. clubhouse, park, community parking, etc..).
- iv. **Usability:** Amenity sites are to be a minimum of ten thousand (10,000) square foot in size and meet the minimum lot depth requirement of the underlying zoning district. Active features are to be within upland area(s) only, free of obstructions and topographical constraints that would impede pedestrian access.
- v. **Connectivity:** Amenity Sites areas shall have both pedestrian and vehicular access and shall not be isolated by topographical constraints. Active features shall provide adequate pedestrian access internal to the project.
- vi. **Conformity:** Amenity Sites shall be incorporated into the Stormwater Management and Sediment Control plans to be elevated to at least two (2) feet above the one hundred (100) year flood elevation and provide positive drainage away from the building site.

- b. Active Open Space Features.** Active Features within Open Space are characterized as tangible facilities designed to facilitate community and recreational activities.

Suitable active features may include, but not be limited to items listed below:

- i. amenity centers / clubhouses / gymnasium and/or fitness centers,
- ii. community pools & pool houses,
- iii. playgrounds / tot lots,
- iv. athletic courts and/or designated sport fields,
- v. community gardens,
- vi. walking trails / bike paths / boardwalks,
- vii. elevated wetland trails / pedestrian and/or bike water body crossings,
- viii. existing homes, barns or buildings of historic value, and/or
- ix. any additional features as deemed acceptable by Planning Commission.

- c.** Excluding onsite parking areas, active features shall count atop the active area they occupy.

- d.** Active open space features will need to be shown on the preliminary plans. For features that require vertical construction, a separate commercial plan review will be required and shall be installed or financially guaranteed prior to the recording of a final plat. A financial guarantee, as provided for in Section 10.6, may be approved by the TRC to allow such facilities to be constructed after the final plat for the first phase has been approved; however, such features shall be installed before no more than 50% of the approved lots and/or units have been issued building permits. For multifamily or in-common developments, such facilities/features shall be installed before no more than 50% of the units (per approved plans) have been issued building permits. *(this language moved from 10.3.9, C.2.b.)*

- 3. Ancillary Areas.** Ancillary Areas within open space are characterized by essential features, contributory to development (e.g. retention/detention basins, landscape buffers and areas already encumbered by Public rights-of-way, etc....), as well as areas containing existing topographical characteristics constraining development (e.g. wetlands, existing water bodies and floodways).

- a. Suitable Ancillary Areas to be qualified as Passive area**

- i. 25% of a water surface (measured at NWL) that has a size appropriate fountain installed in the pond.

Section 10.3.9 with amendments

b. Suitable Ancillary Areas to be qualified as Active area

- i. 25% of a water surface (measured at NWL) that has a stationary or floating dock suitable for boating and/or fishing within the pond.
- ii. 25% of a water surface (measured at NWL) that has a walking trail, bike paths and/or boardwalks alongside the pond.
- iii. 25% of a wetland area when elevated boardwalks for pedestrian and/or bike crossings are provided.

D. Fee in Lieu of Open Space Dedication **Open Space Mitigation**

1. As part of the review of a subdivision or residential development plan, the Planning Commission may recommend to City Council that the applicant make a payment in lieu of all or part of the required open space dedication whereby the City may acquire or improve recreational park and open space area(s) to serve the development or developments in the City or upon finding that the recreational needs of the proposed development can be met by other park, greenway, or recreational facilities planned or constructed by the City or County.

Off-site Mitigation. In instances where on-site open space is unavailable or the community would be better served with the provision/expansion of a public park and/or trail, the applicant of the development may volunteer to provide additional land and/or amenities to the City of Conway. In such instances, the following provisions shall apply:

- a. The off-site location and amenity features must be presented to Planning Commission for recommendation to and subsequently approved by City Council prior to preliminary plan approval.
 - b. Off-site mitigation may be a collaboration with neighboring projects or may be provided via expansion of an existing public facility in close proximity to the project(s).
 - c. The park must have access to external roadways yet also be accessible via pedestrian travel to the project(s) in which the mitigation is to serve.
 - d. Commercial Site Plans and preliminary plats will need to be reviewed and approved by the Technical Review Committee.
 - e. The underlying property is to be deeded fee-simple to the City of Conway prior to the release of any financial guarantees for on-site improvements.
2. As part of an application for review of a subdivision or residential development plan, the subdivider or applicant may request to pay the fee in lieu of open space dedication. If the Planning Commission supports the request to pay the fee in lieu of open space dedication, that request to pay the fee in lieu of open space dedication shall be forwarded to City Council for review and a final decision. If the Planning Commission does not support the request to pay the fee in lieu of open space dedication, the subdivider or applicant shall include the actual area of required open space in the development. (relocated to 10.3.9, D.2.a.)

Fee-in-lieu of Required Open Space.

- a. As part of the review of a **major residential** subdivision or residential development plan, the applicant or subdivider may request to pay the fee in lieu of open space dedication. The TRC or ~~if the~~ Planning Commission may recommend to City Council that the applicant make a payment in lieu of all or part of the required open space dedication, whereby the City may acquire or improve recreational park and open space area(s) to serve the development or developments in the City or upon finding that the recreational needs of the proposed development can be met by other park, greenway (including pedestrian / bicycle pathways & trails), or recreational facilities planned or constructed by the City or County. Planning Commission shall forward its recommendation regarding payment of the fee in lieu of open space **dedication** to City Council for review and a final decision.

Section 10.3.9 with amendments

- b. When proposed developments require less than one-acre (43,560-sq.ft) of open space, the applicant shall pay a fee in lieu of providing such open space on-site in accordance with this section, with the following exception:
 - i. If the applicant/developer opts to install and dedicate open space, such area(s) shall not be less than once acre in size and meet all applicable criteria as cited in Section 10.3.9, B and C.
- c. **Appraisal Requirements.**
 - i. The applicant will need to provide a satisfactory current written appraisal of the market value of the land to be developed, as if the development has been completed according to the plans submitted. Such evaluation is to be performed by a South Carolina licensed real estate appraiser,
 - ii. The value determined will be divided by the total area in the development and multiplied by the open space area required to determine the fee-in-lieu amount. **An additional 25% shall be added to the fee-in-lieu amount that has been determined.** The fee amount must be presented to Planning Commission for recommendation and subsequently approved by City Council prior to preliminary plan approval.
- d. The fee in lieu of open space dedication shall be paid prior to recording of the final plat(s) for a subdivision or final plan approval for any in-common developments to which the fees relate. The fee in lieu of open space compensation for the entire development, regardless of the number of proposed phases, shall be made prior to the recording of lot(s) for the initial phase of development.

- 3. ~~As part of the review of a request to rezone to a Planned Development district, the Planning Commission may recommend to City Council that the applicant make a payment in lieu of all or part of the required open space dedication whereby the City may acquire or improve recreational park and open space area(s) to serve the development or developments in the City or upon finding that the recreational needs of the proposed development can be met by other park, greenway, or recreational facilities planned or constructed by the City or County. The subdivider or applicant may request to pay the fee in lieu of open space dedication. The Planning Commission shall forward its recommendation regarding payment of the fee in lieu of open space to City Council for review and a final decision. City Council reserves the right to require a minimum amount of open space for any planned district that meets the criteria outlined in Section 10.3.9.C. (removed because PD districts require the same amount of open space as standard major subdivisions since a previous amendment was adopted for residential design standards)~~

E. ~~Appraisal Requirements~~ (language amended & moved to Section 10.3.9, D – above) **Project Data**

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

Section 10.3.9 with amendments

right to, at the City's expense, obtain an additional appraisal of the property to assist in determining the market value of the proposed subdivision or development.

6. The appraisals and/or documentation of the land's market value, along with other evidence that, in City Council's opinion, aids in the determination of market value, may be used in the determination of the amount of payment in lieu of open space dedication permitted by this section.
7. The fee in lieu of open space dedication shall be paid prior to recording any lot(s) in the subdivision, granting any permits for development or any permits for a Planned Development district to which the fees relate. The fee in lieu of open space compensation for the entire development, regardless of the number of proposed phases, shall be made prior to the recording of lots or the issuance of permits for first phase of development.
1. An Open Space Matrix will need to be provided with the preliminary plans citing the following information for each individual proposed open space parcel:
 - a. total area,
 - b. wetlands, floodway & pond area(s);
 - c. areas encumbered by buffers & easements,
 - d. suitable passive area(s) and suitable active area(s);
 - e. area of active features.

F. If a parent tract has undergone five (5) or more parcel splits, meeting the definition of a major subdivision, any additional splits from the tract are considered major development and subject to the requirements of a major development, including open space dedication. A parent tract is defined as the original lot, parcel, or tract of land, as established in the Horry County Assessor's records, from which the proposed subdivided lot(s) will be split from. For the purposes of determining minor or major development status, a parent tract is reviewed to determine the total number of parcel splits **or residential units** within a 10-year period. **The amount of open space will be based on this total number of lots and/or units.** [Amended 4/4/16]

G. Once a subdivision or developments actions classifies a parcel status as a major subdivision/development, any subsequent development is considered an expansion of that major subdivision/development. (Amended 7/15/24)

~~All major subdivisions and other developments with common areas shall form a Homeowners or Property Owners Association who shall perpetually maintain all open space, detention ponds, amenities, landscape areas and other commonly owned facilities. [ZA2020-09-21 (B)] (relocated under 10.3.9, A)~~

H. Exemptions from Park and Open Space Dedication

1. Minor subdivisions or minor developments as defined in this Section are exempt from the open space requirements.

DATE: SEPTEMBER 16, 2024
ITEM: VIII.B.

ISSUE:

First Reading of Ordinance #ZA2024-10-07 (C) to annex approximately 3.02 acres of property located at 4908 Hwy 501, (PIN 399-01-04-0010), and rezone from the Horry County Limited Industrial (LI) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

This property has a restrictive covenant, signed in 2008, that was completed (and recorded) by the property owner in order to receive city water and/or sewer services. By signing the restrictive covenants, the property owner agreed that once the property became contiguous to the City limits, they or any future owners of the subject property would agree to petition for annexation into the City limits (per *Section 5-3-150 (3)* of the Code of Laws for the State of SC). The subject property became contiguous to the City limits (across Gardner Lacy Road) earlier this year, and staff notified the property owner in June that annexation is now required. On August 3rd, 2024, the required signed annexation / rezoning applications were submitted. The property is currently zoned Horry County Limited Industrial (LI) and is currently the location of Lynn Ladder Company.

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

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway Highway Commercial (HC), which is vacant land and Myrtle Beach International Golf Course entrance signage.

CITY OF CONWAY COMPREHENSIVE PLAN:

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

PLANNING COMMISSION:

Planning Commission held the required public hearing on the request at their September 5th meeting, and recommended approval of the request to annex and rezone to HC.

RECOMMENDATION

Staff recommends approval of **First Reading of Ordinance #ZA2024-10-07 (A)**.

ATTACHMENTS:

Application; GIS Maps

ORDINANCE #ZA2024-10-07 (C)

**AN ORDINANCE TO ANNEX APPROXIMATELY 3.02 ACRES OF PROPERTY
LOCATED AT 4908 HWY 501 (PIN 399-01-04-0010), AND REQUEST TO REZONE
FROM THE HORRY COUNTY LIMITED INDUSTRIAL (LI) 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 3.02 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

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

ALL AND SINGULAR, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 3.02 acres of property located at 4908 Hwy 501 (PIN 399-01-04-0010), and request to rezone from the Horry County Limited Industrial (LI) district to the City of Conway Highway Commercial (HC) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

RATIFIED BY CITY COUNCIL, duly assembled, this ____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member


ATTEST: Alicia Shelley, City Clerk

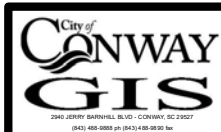
First Reading: _____

Final Reading: _____



Legend

 PARCELS



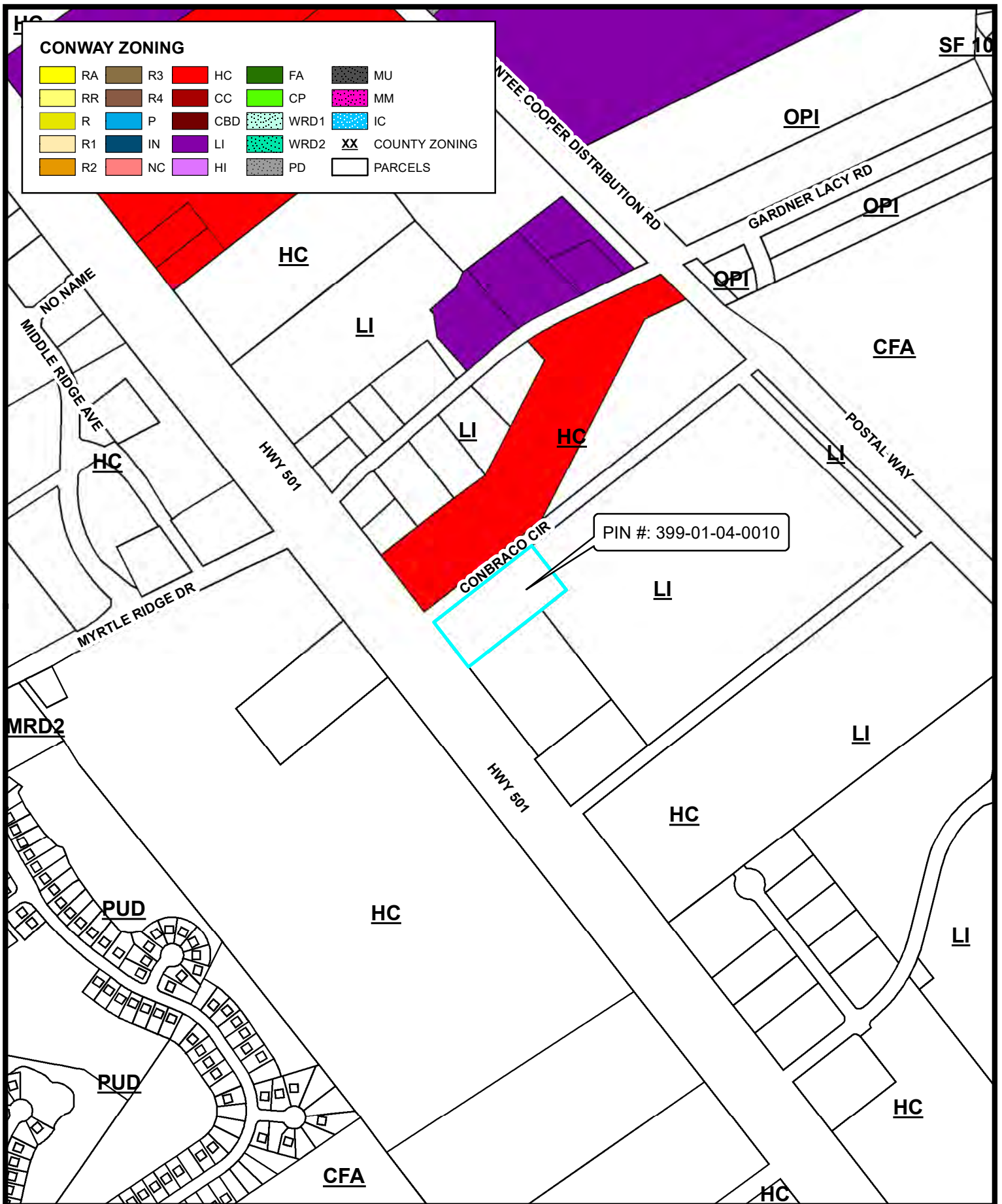
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

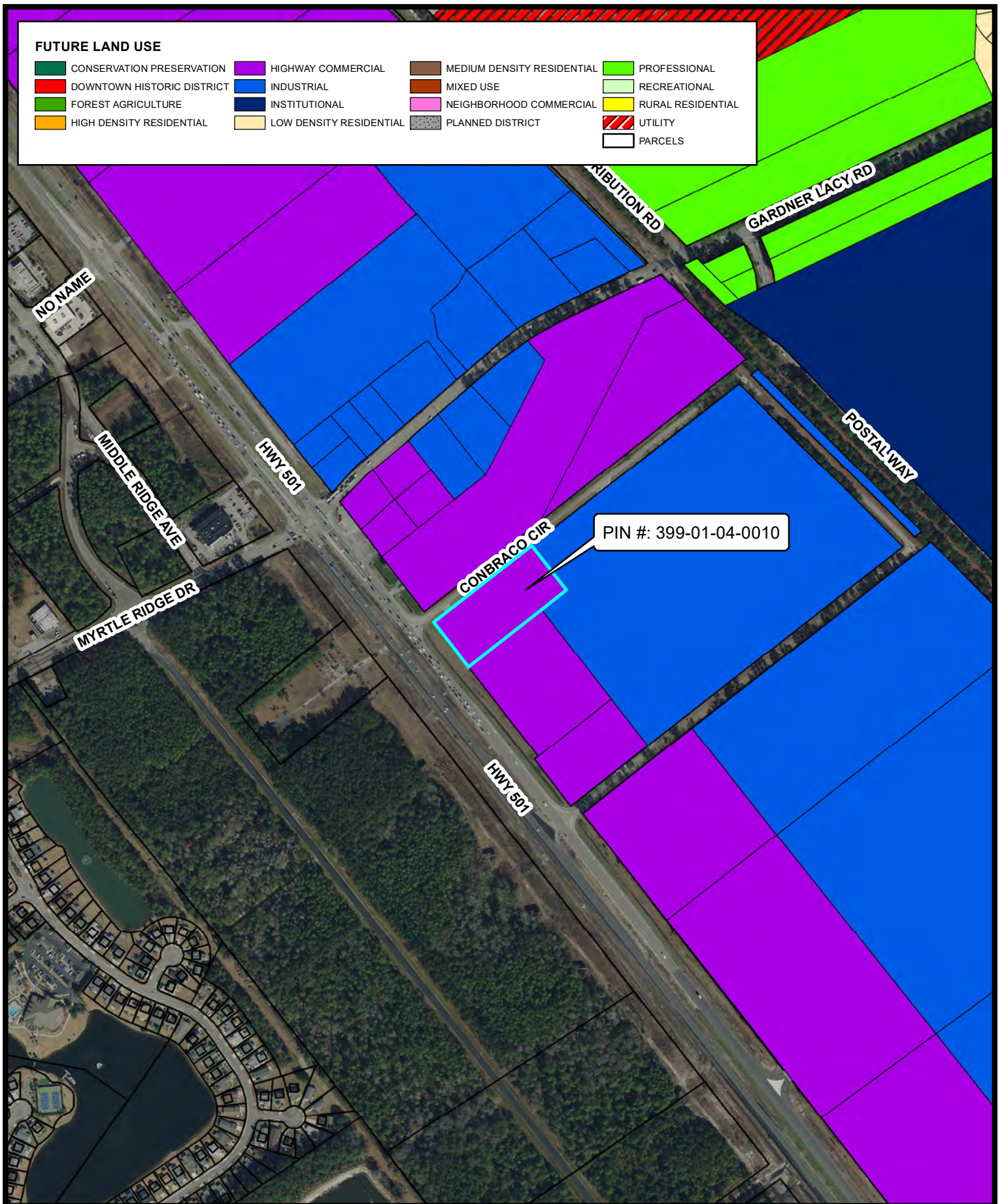


PIN #: 399-01-04-0010
TMS #: 162-00-01-175
4908 HWY 501
(P24-0208)














REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: HWY 501; TRACT B-1

PIN: 399-01-04-0010 ACREAGE: 3.02

PROPERTY ADDRESS: 4908 HWY 501, Myrtle Beach, SC 29579

PROPERTY OWNER MAILING ADDRESS: PO Box 8096 Lynn MA 01904-0096

PROPERTY OWNER TELEPHONE NUMBER: 781-962-5905

PROPERTY OWNER EMAIL: SKline@Lynnma0060.com

APPLICANT: _____

APPLICANT'S EMAIL: _____

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

IF NOT, PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ASSIGNING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

LYN-0060 LLC
(Print)

[Signature]
(Signature)

DATE: 8/3/24

(Print)

(Signature)

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: YES Structure Type: COMMERCIAL METAL

Current Use: COMMERCIAL

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 4907 HWY 501 FEE PAID ☐ YES ☐ NO

AREA OF SUBJECT PROPERTY (ACREAGE): 3.02 PIN: 39901040010

CURRENT ZONING CLASSIFICATION: Horry County LI (light industrial)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: City of Conway HC (Highway Commercial)

REQUESTED ZONING CLASSIFICATION: City of Conway HC (Highway Commercial)

NAME OF PROPERTY OWNER(S):

LYN-LAD REALTY LLC

PHONE # 781-962-5905

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

PO BOX 8096 LYNN, MA 01904

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

Lyn-Lad Realty LLC by [Signature]
PROPERTY OWNER'S SIGNATURE(S)

8/3/24
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

DATE: SEPTEMBER 16, 2024
ITEM: VIII.C.

ISSUE:

First Reading of Ordinance #ZA2024-10-07 (D), to annex approximately 1.09+/- (total) acres located at 431 & 439 Dunn Shortcut Rd (PIN's 337-07-02-0001 & 337-07-01-0001), and rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium-Density Residential (R-1) district.

BACKGROUND:

The annexation application was submitted by the owner as a requirement to reconnect to city utility services. According to Horry County Land Records, the property located at 431 Dunn Shortcut Road transferred ownership on November 3rd, 2016, and the 439 Dunn Shortcut Road property transferred ownership on October 30th, 2013. Both properties are near the Woodcreek subdivision, also located on Dunn Shortcut Road. A restrictive covenant was recorded for lot 6 on November 9th, 2021.

Two adjacent parcels to these properties were recently annexed into the city in 2023, and both contain a newly constructed single-family dwelling. There have been several other parcels in this area that have been annexed throughout the years.

CITY OF CONWAY COMPREHENSIVE PLAN:

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

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

STAFF RECOMMENDATION:

Staff recommends approval of **First Reading of Ordinance #ZA2024-10-07 (D)**.

ORDINANCE #ZA2024-10-07 (D)

AN ORDINANCE TO ANNEX APPROXIMATELY 1.09+/- (TOTAL) ACRES OF PROPERTY LOCATED AT 431 & 439 DUNN SHORTCUT ROAD (PIN's 337-07-02-0001 & 337-07-01-0001), AND REQUEST TO REZONE FROM THE HORRY COUNTY COMMERCIAL FOREST AGRICULTURE (CFA) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY RESIDENTIAL DISTRICT (R-1) DISTRICT.

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 1.09+/- (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, and made a part of the City of Conway, South Carolina, to wit:

ALL AND SINGULAR, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 1.09+/- (total) acres located at 431 & 439 Dunn Shortcut Rd (PIN's 337-07-02-0001 & 337-07-01-0001), and request to rezone from the Horry County Commercial Forest Agriculture (CFA) district to the City of Conway Low/Medium Residential (R-1) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

RATIFIED BY CITY COUNCIL, duly assembled, this ____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

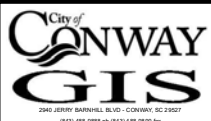
ATTEST: Alicia Shelley, City Clerk

First Reading: _____

Final Reading: _____

Legend

PARCELS

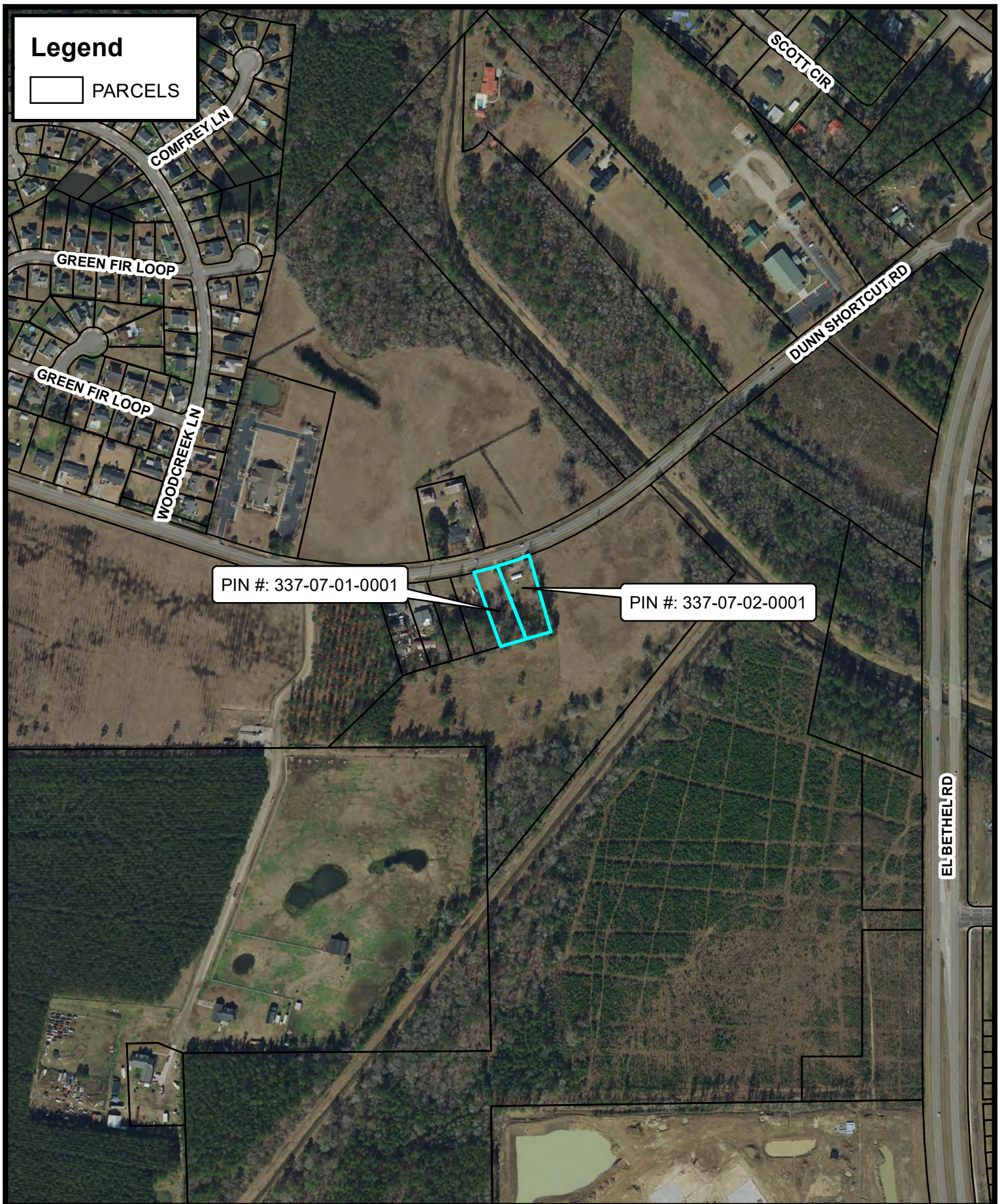


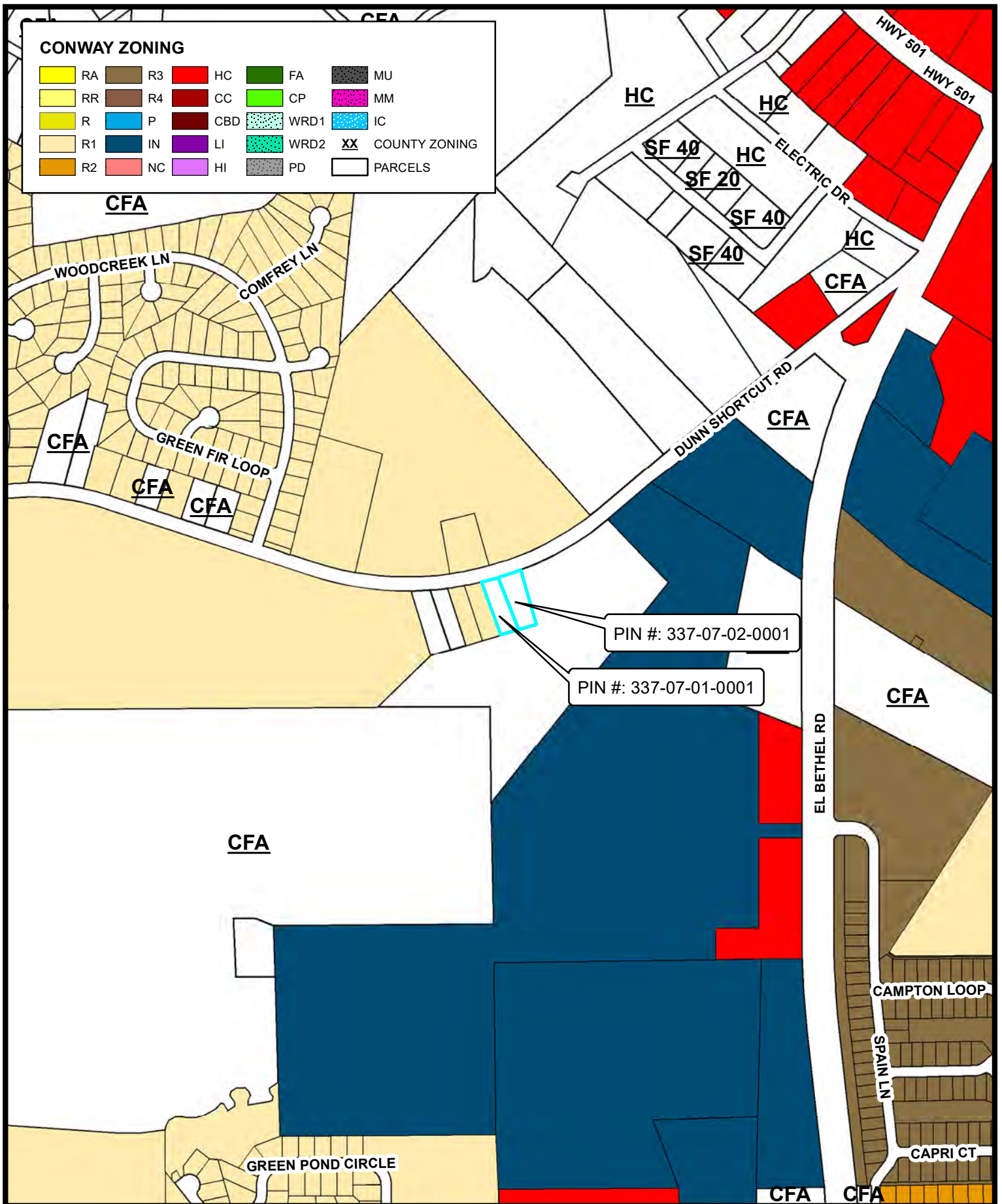
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

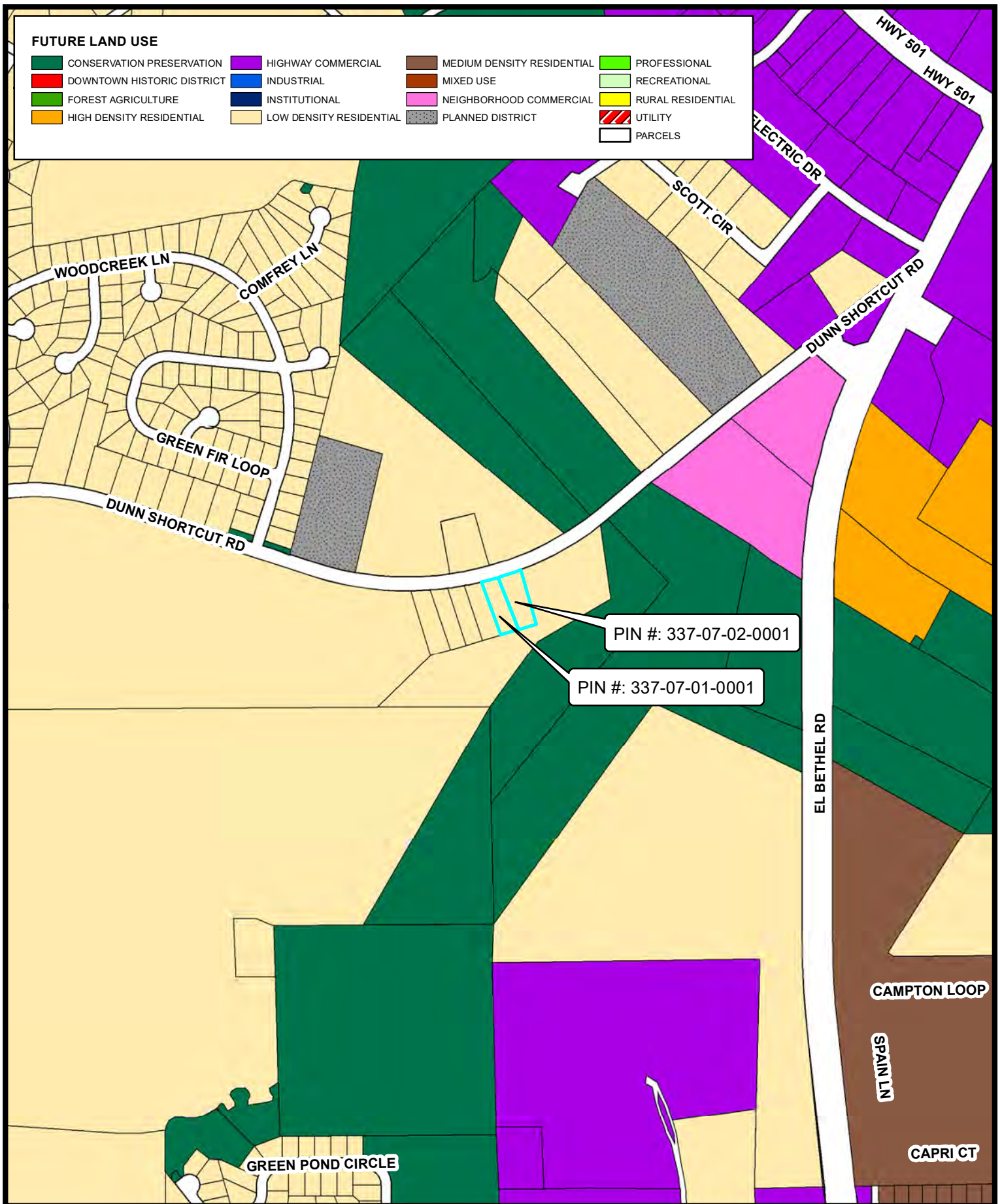


PIN #: 337-07-02-0001
PIN #: 337-07-01-0001
431 & 439 DUNN SHORTCUT RD
(P24-0232)








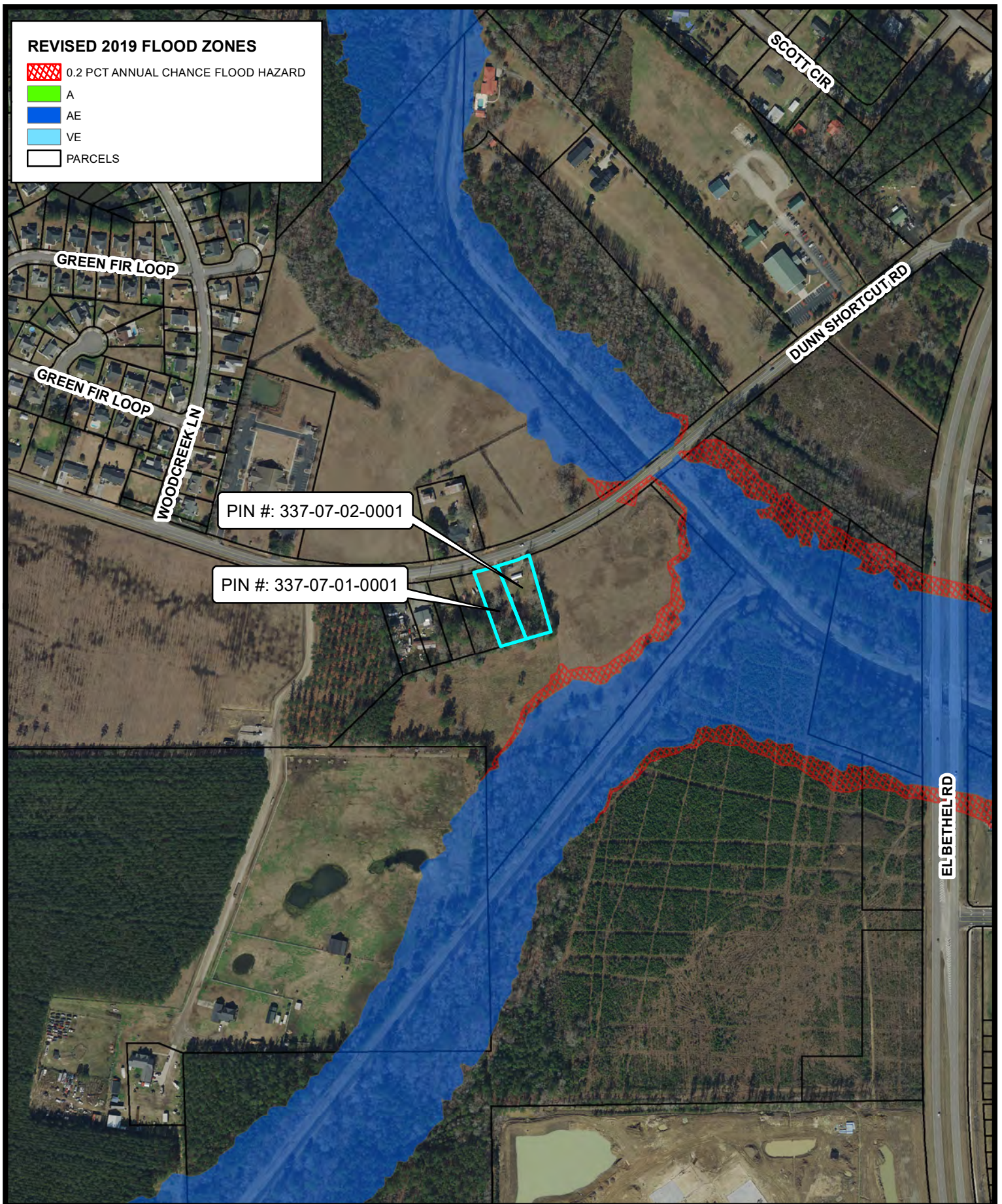






REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: _____

PIN: 33707020001 33707010001 ACREAGE: _____

PROPERTY ADDRESS: 431 Dunn Shortcut Road Lot 6 & Lot 5

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER TELEPHONE NUMBER: 843-742-4565

PROPERTY OWNER EMAIL: bromellrochell@yahoo.com

APPLICANT: _____

APPLICANT'S EMAIL: _____

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

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

PROPERTY OWNERS (Attach additional sheets if necessary)

✕ Rocheil G. Bromell
(Print)

✕ Rocheil G. Bromell
(Signature)

✕ DATE: 08/30/2024

(Print)

(Signature)

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: _____ Structure Type: 2 Sheds

Current Use: _____

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

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Notice

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: _____ FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): _____ PIN: 33707020001

CURRENT ZONING CLASSIFICATION: CFA 33707010001

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: R1

REQUESTED ZONING CLASSIFICATION: R1

NAME OF PROPERTY OWNER(S):

Rockell G. Bromell PHONE # 843-742-4565

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

1020 Barnhill Rd.
Hemingway, SC 29554

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

Rockell G. Bromell
PROPERTY OWNER'S SIGNATURE(S)

08/30/2024
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

DATE: SEPTEMBER 16, 2024
ITEM: VIII.D.

ISSUE:

First Reading of Ordinance #ZA2024-10-07 (E) to annex approximately 0.35 acres of property located at 5001 Converse Dr (PIN 383-08-01-0009) and request to rezone from Horry County Residential (SF10), no mobile homes allowed, to City of Conway Low/Medium Density Residential District (R-1).

BACKGROUND:

The annexation application was submitted by Sandra Costa on August 13, 2024, as a requirement to connect to water and/or sewer utilities. According to Horry County Land Records, the property was transferred into the applicant's name on September 1st, 2017. The property is within the College Park subdivision, located off Hwy 501. There is an existing single-family residence located on the property.

In 2021 alone, Council considered four petitions for annexation on Converse Drive. Of these requests, two were approved for annexation and 2 were denied. Other properties located on Presbyterian Drive, also in College Park, have been annexed over the years as well, some as recently as 2023.

The following properties within the College Park subdivision have been annexed into the City limits, since 2008:

5101 Presbyterian Drive	5102 Presbyterian Drive	5103 Presbyterian Drive
5013 Presbyterian Drive	5011 Presbyterian Drive	5009 Presbyterian Drive
5003 Presbyterian Drive	5205 Converse Drive	5202 Converse Drive
5104 Converse Drive	5000 Converse Drive	5204 Columbia Street
5205 Columbia Street	5014 and 5015 Presbyterian Drive (same parcel)	

Staff has reviewed previous staff reports, and some of the more recent annexation requests for Converse Drive were denied annexation due to the College Park enclave being almost completely in the County. As more properties continue to change hands within this development, staff anticipates more restrictive covenants to be filed, along with annexation petitions, for connection to city utilities.

CITY OF CONWAY COMPREHENSIVE PLAN:

The Future Land Use Map of the *Comprehensive Plan* identifies this parcel as Low/Medium-Density Residential (R-1). *The intent of the R-1 District is to provide for the preservation and expansion of areas for low to medium density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.*

RECOMMENDATION:

Staff recommends approval of **First Reading of Ordinance #ZA2024-10-07 (E)**.

ORDINANCE #ZA2024-10-07 (E)

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.35 ACRES OF PROPERTY
LOCATED AT 5001 CONVERSE DRIVE (PIN 383-08-01-0009), AND REQUEST TO
REZONE FROM THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES
ALLOWED, (SF10) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY
RESIDENTIAL DISTRICT (R-1) DISTRICT.**

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.35 acres of property described herein and represented on a map. The City Council of the City of Conway has determined that the annexation of this area into the City of Conway will be to the advantage of the municipality.

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

ALL AND SINGULAR, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.35 acres of property located at 5001 Converse Dr (PIN 383-08-01-0009), and request to rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium Residential (R-1) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

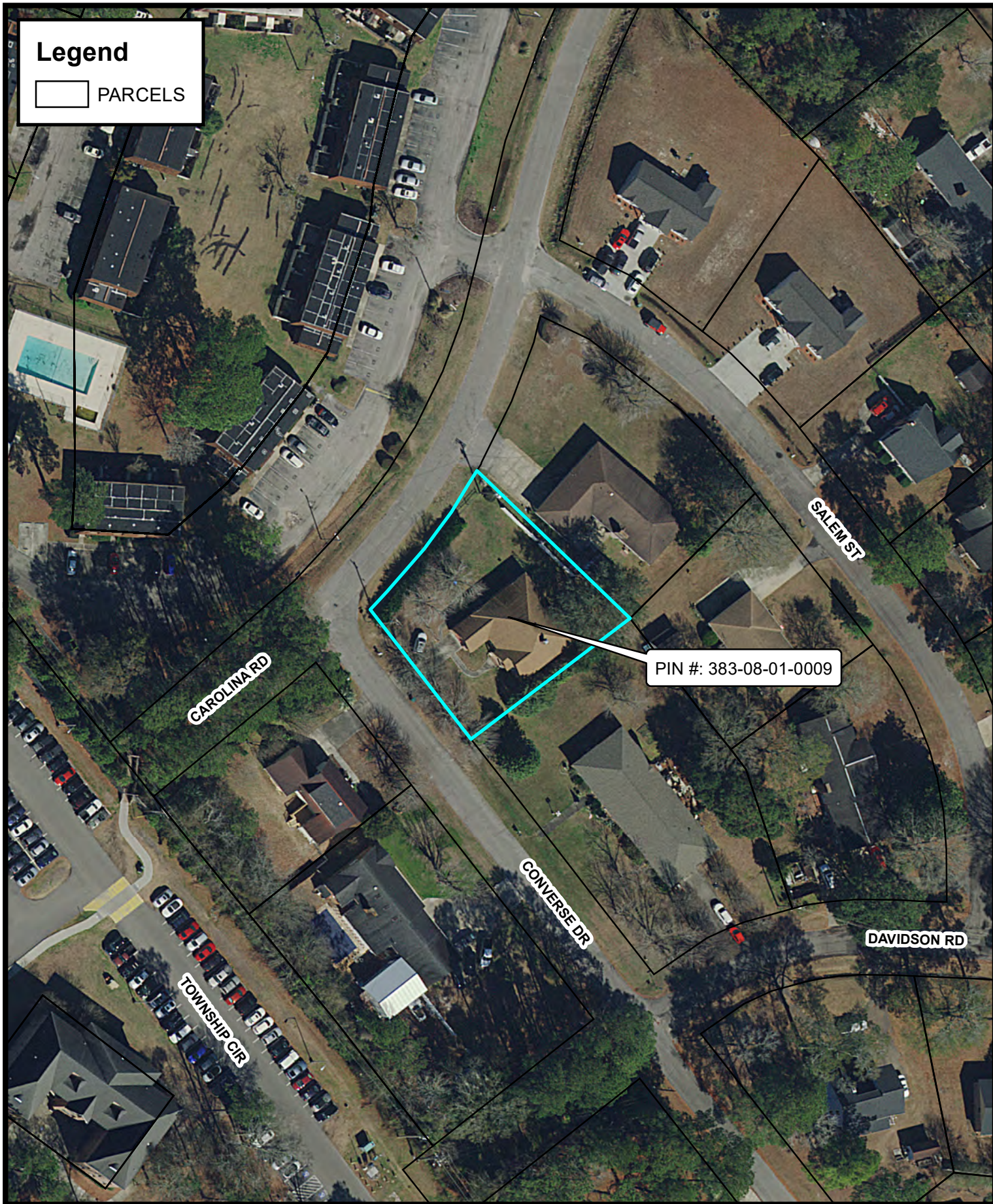
Beth Helms, Council Member

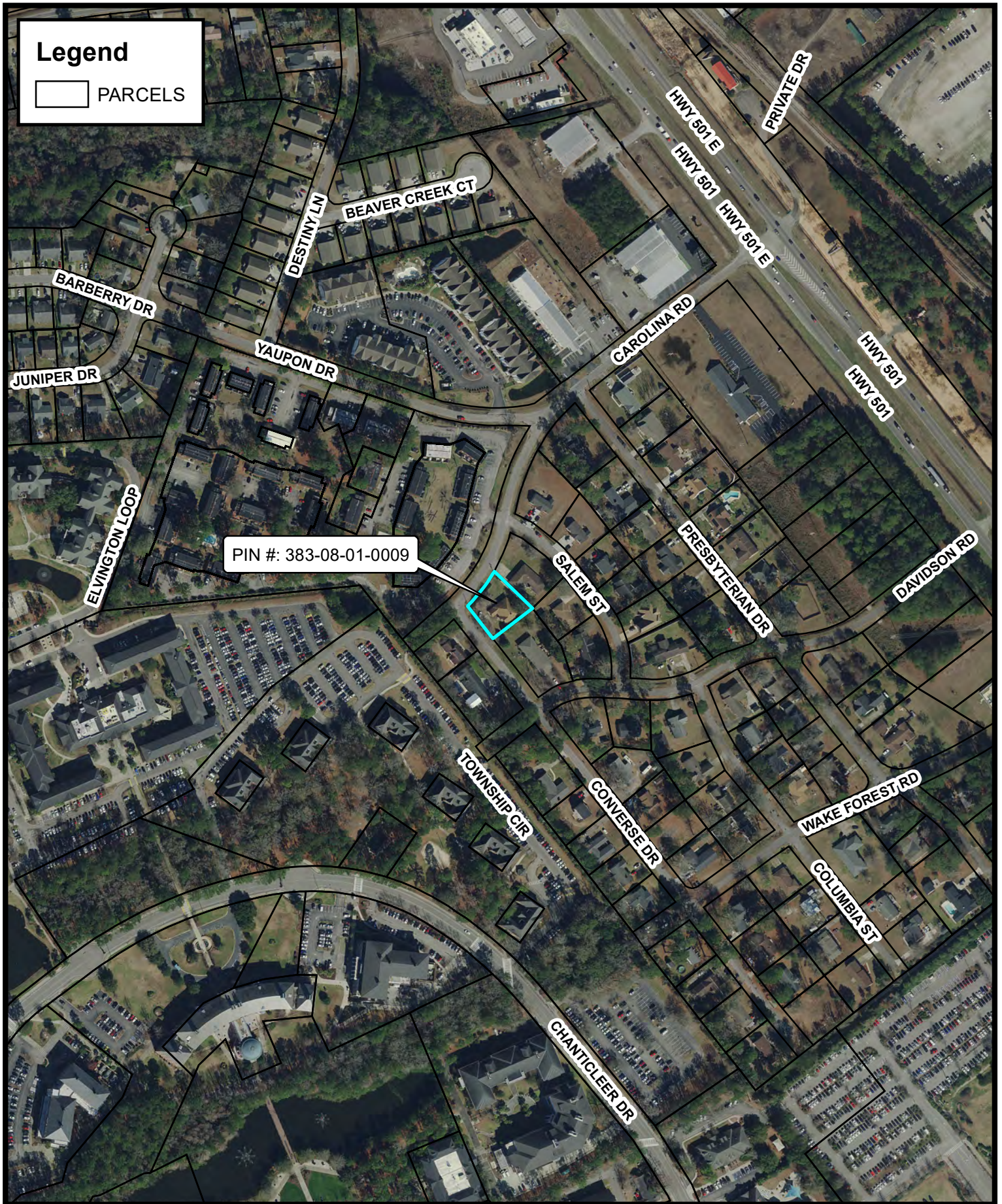
Justin D. Jordan, Council Member

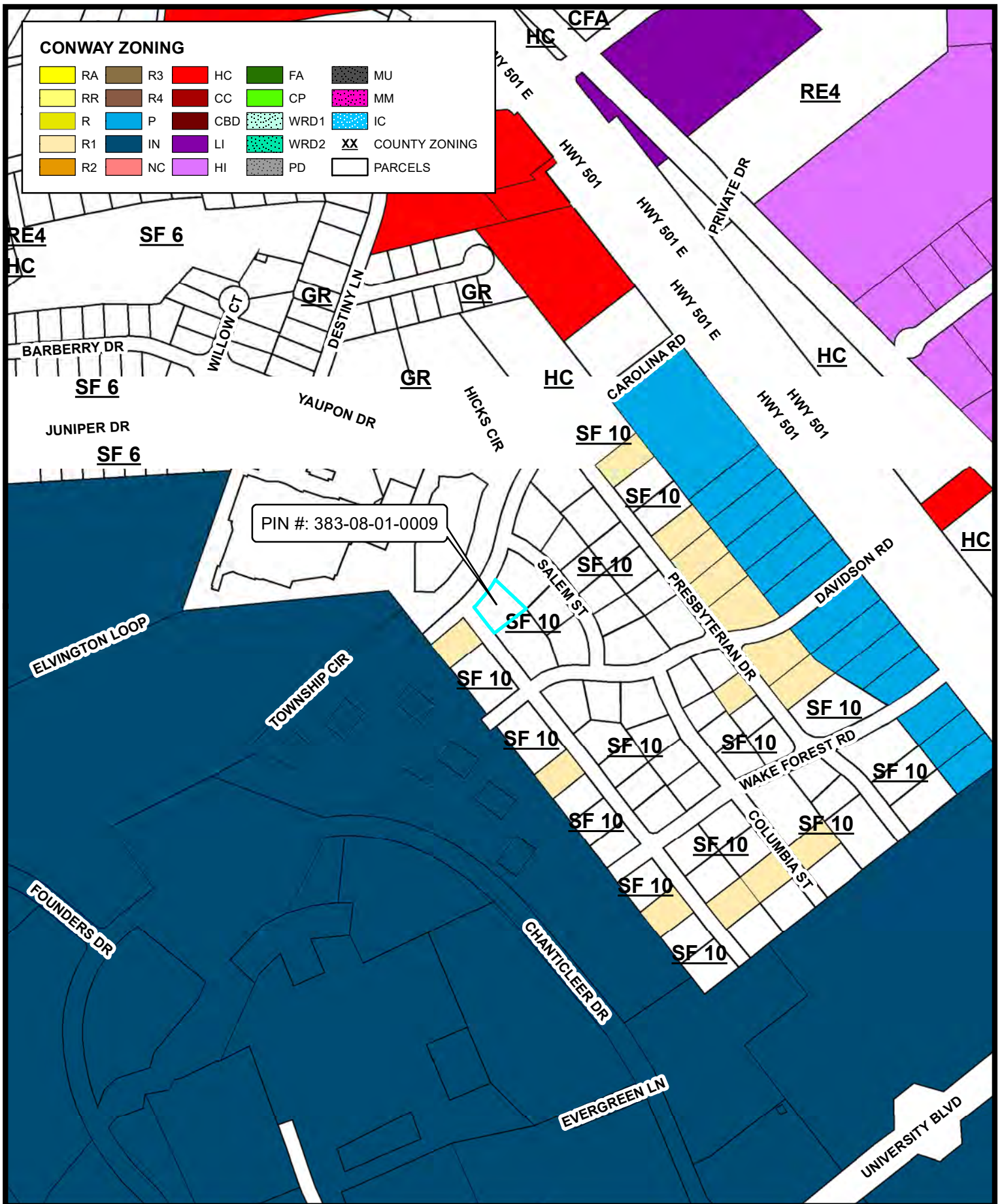
ATTEST: Alicia Shelley, City Clerk

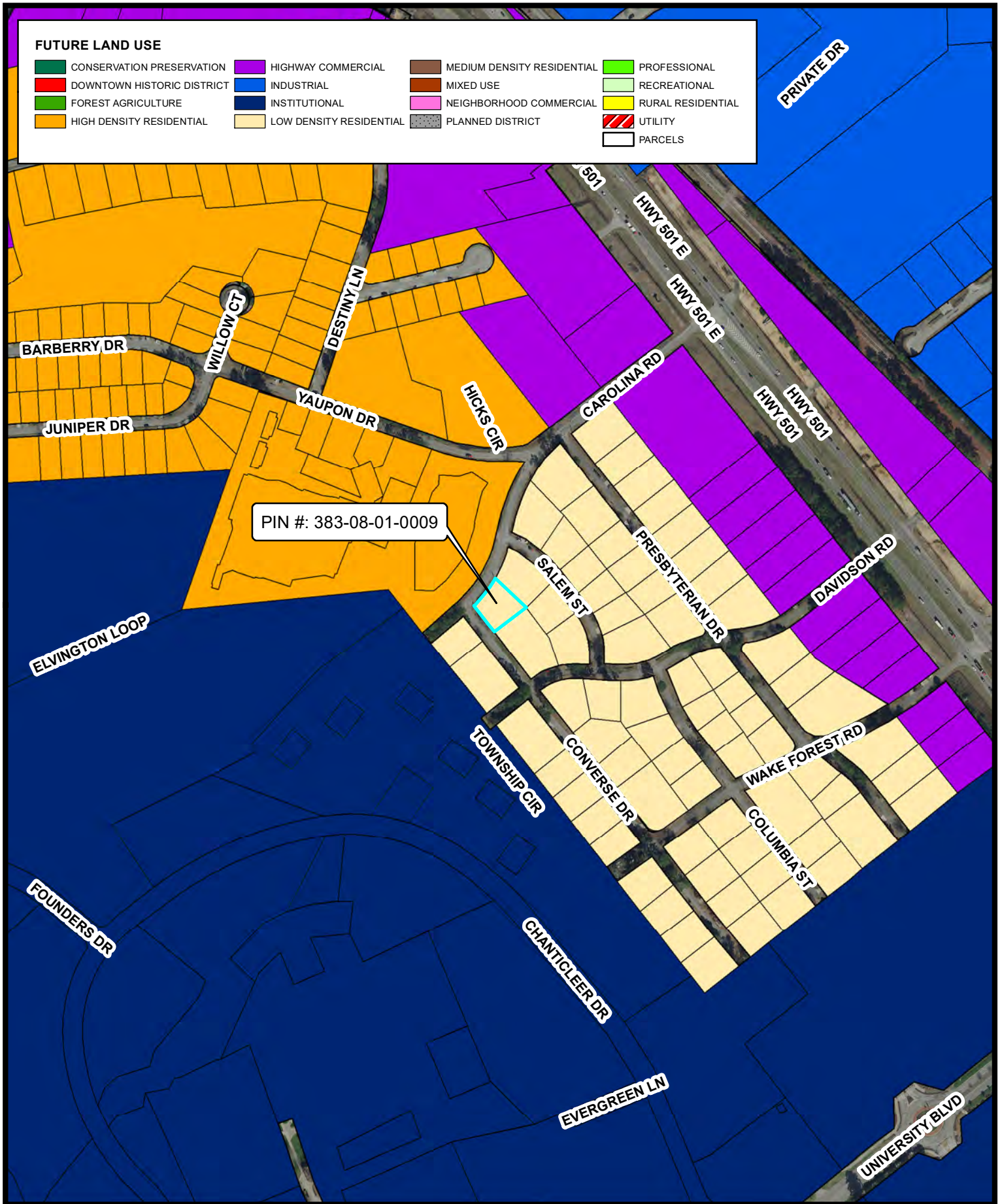
First Reading: _____

Final Reading: _____








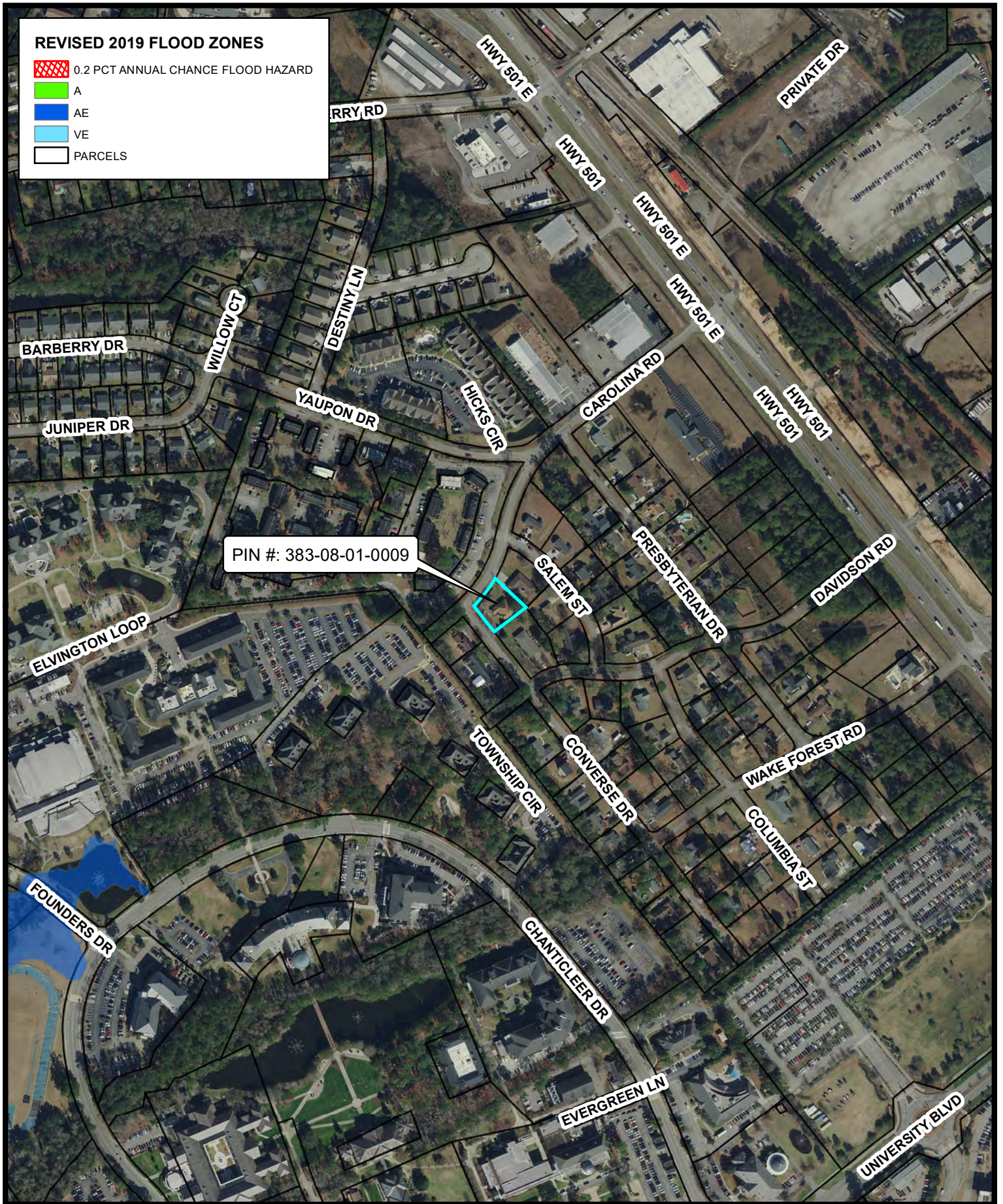






REVISED 2019 FLOOD ZONES

-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE
-  VE
-  PARCELS





PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: _____ Structure Type: _____

Current Use: _____

Are there any wetlands on the property?

CIRCLE: YES NO

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

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

CIRCLE: YES NO

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

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

CIRCLE: YES NO

If yes, please describe.

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

CIRCLE: YES NO

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

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PHYSICAL ADDRESS OF PROPERTY: _____ FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): _____ PIN: _____

CURRENT ZONING CLASSIFICATION: _____

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: _____

REQUESTED ZONING CLASSIFICATION: _____

NAME OF PROPERTY OWNER(S):

_____ PHONE # _____

_____ PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

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

PROPERTY OWNER'S SIGNATURE(S)

DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

DATE: SEPTEMBER 16, 2024
ITEM: VIII.E.

ISSUE:

Designate E-parking and update ordinance to include enforcement.

BACKGROUND:

Electric vehicles are increasing in the area, and the City of Conway has some designated E-parking to allow access to a charging station. As the need grows, the placement will also expand and provide additional areas for E-charging. Currently, the designated spaces are marked, but there is no section with the city municipal code allowing enforcement for violation by a non-E vehicle. A sentence addition to the City of Conway municipal code will reserve the spots for e-vehicles and allow enforcement for those who violate by parking a non-E vehicle.

RECOMMENDATION

Update City of Conway Municipal Code as follows:

- Add to 8-2-1- Definitions

(d) Electric vehicle charging service- means the replenishment of the battery of a plug-in electric motor vehicle, which replenishment occurs by plugging the motor vehicle into an electric power source to charge or recharge its battery.

(e) Plug-in electric motor vehicle- means an on-road motor vehicle that draws propulsion using a traction battery and uses an external source of electric energy to charge or recharge the battery.

- Add to 8-2-4- Stopping, standing, or parking prohibited in certain place

(f)

(10) In spaces marked and designated as: E-vehicle, E-charging, or Electric Vehicle Charging only

ORDINANCE #2024-10-07 (F)

**AMENDING TITLE 8 MOTOR VEHICLES AND TRAFFIC, CHAPTER 2 PARKING,
SECTIONS 8-2-1 DEFINITIONS AND 8-2-4 STOPPING, STANDING OR PARKING
PROHIBITED IN CERTAIN PLACES**

**AN ORDINANCE ESTABLISHING RESTRICTIONS AND PENALTIES RELATED TO
DESIGNATED E-PARKING**

WHEREAS, South Carolina is advancing E-vehicles and designated parking areas for recharging; and

WHEREAS, current Municipal Code has no prohibitions against non-E-vehicles parking in their designated; and

WHEREAS, the City of Conway encourages and endorses E-vehicles and provides designated E-charging stations at various locations within city owned parking

NOW, THEREFORE, BE IT ORDAINED, by the Conway City Council, that the City of Conway Code of Ordinances, Title 8 Motor Vehicles and Traffic, Chapter 2 Parking, Sections 8-2-1 Definitions and 8-2-4 Stopping, standing or parking prohibited in certain places, be amended as attached hereto.

RATIFIED BY CITY COUNCIL, duly assembled, this _____ day of _____, 2024.

Barbara Jo Blain, Mayor

Larry A. White, Mayor Pro Tem

Amanda Butler, Council Member

William M. Goldfinch IV, Council Member

Julie Ann Hardwick, Council Member

Beth Helms, Council Member

Justin D. Jordan, Council Member

ATTEST: Alicia Shelley, City Clerk

First Reading: _____

Final Reading: _____

Sec. 8-2-1 Definitions.

For the purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) Operator. The word "operator" shall mean and include every individual who shall operate a vehicle as the owner thereof or as the agent, servant, employee, permittee or licensee of the owner.
- (b) Street. The word "street" shall mean any public street, avenue, road, boulevard, highway or any other public place located in the city and established for the use of vehicles.
- (c) Vehicle. The word "vehicle" shall mean any device in, upon or by which any person or property is or may be transported upon a street or highway, except a device which is operated upon rails or tracks.
- (d) Electric vehicle charging service- means the replenishment of the battery of a plug-in electric motor vehicle, which replenishment occurs by plugging the motor vehicle into an electric power source to charge or recharge its battery.
- (e) Plug-in electric motor vehicle- means an on-road motor vehicle that draws propulsion using a traction battery and uses an external source of electric energy to charge or recharge the battery.

Sec. 8-2-2 Purpose and intent.

The purpose and intent of regulated parking within the City of Conway is for the benefit of the citizenry as a whole.

(Ord. No. 2013-05-06(D), 5/6/13)

Sec. 8-2-3 Two-hour parking.

The purpose of the two-hour parking zones is to provide customers of downtown businesses adequate parking. By providing the designated time limits on downtown parking in the business district, those who patronize downtown businesses will be assured of adequate parking for such purpose.

- (a) Designated areas. The following areas shall be designated two-hour parking, where street parking is provided:
 - Kingston Street;
 - Main Street from Kingston Street to Fifth Avenue;
 - Laurel Street from Elm Street to Fourth Avenue;
 - Elm Street from Marina Drive to Fourth Avenue;
 - Beaty Street from Second Avenue to Fourth Avenue;
 - Second Avenue from Kingston Street to Beaty Street;
 - Third Avenue from Kingston Street to Beaty Street;
 - Fourth Avenue from Kingston Street to Beaty Street;
 - Fifth Avenue from Kingston Street to Main Street.
- (b) Hours of enforcement. The enforcement of the two-hour parking zone by the Conway Police Department shall be Monday through Friday from 8:00 a.m. until 6:00 p.m., excluding federal holidays.
- (c) Violations.
 - (1) It shall be unlawful for any owner or operator of any vehicle to allow, permit, or cause such vehicle to be parked in any parking space within any two-hour parking zone, as established by the city, for a period of time in excess of two hours; and each two-hour violation shall constitute a

separate offense. This shall also apply to those parking spaces within the two-hour parking zone designated for handicapped persons.

- (2) It shall be unlawful for any owner, driver, or other person to intentionally violate the intention of this section of the code by moving a previously parked car from one parking space within a designated two-hour parking zone to another so designated parking space, so as to avoid enforcement action by a police officer or parking control officer of the city.

(Ord. No. 2013-05-06(D), 5/6/13; Ord. No. 2023-07-17(E), 7-17-23)

Sec. 8-2-4 Stopping, standing or parking prohibited in certain places.

- (a) No person shall stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or a police officer.
- (b) No person shall park a vehicle within an alley in a manner or under conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic.
- (c) No person shall stop, stand or park any vehicle in spaces reserved as fire lanes or fire zones within the City of Conway. It shall be unlawful for drivers of unauthorized vehicles to park in spaces which are designated fire lanes or fire zones and are so marked, whether such spaces are located on public roads or streets or on private property which is used as a public parking lot and is posted in accordance with SC Code Section 23-1-15.
- (d) No person shall stop, stand, or park any vehicle in violation of any sign, distinguishing color coded curb and/or pavement markings, for which a corresponding color coded hang tag is required, signal or other direction within the city.
- (e) It is unlawful for any person who is not handicapped or who is not transporting a handicapped person to exercise the parking privileges granted handicapped persons pursuant to SC Code Sections 56-3-1910, 56-3-1960, and 56-3-1965.
- (f) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
 - (1) On the wrong side of the street.
 - (2) Double parked.
 - (3) In a safety zone.
 - (4) In a crosswalk.
 - (5) On a sidewalk.
 - (6) In front of a public or private driveway or so near thereto as to interfere with the unobstructed use of such driveway
 - (7) Within 15 feet of a fire hydrant.
 - (8) In a "No Parking" zone.
 - (9) Outside of a marked parking space.
 - (10) In spaces marked and designated as: E-vehicle, E-charging, or Electric Vehicle Charging only.