



CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
229 MAIN STREET, CONWAY, SC 29526
TUESDAY, SEPTEMBER 3, 2024 - 4:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE – Arland Edwards, The Rock Church

III. CONSENT AGENDA

- A. Final Reading of Ordinance #ZA2024-09-03 (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

IV. PUBLIC INPUT

V. SPECIAL PRESENTATIONS

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

“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.”

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)

- 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)

VI. 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)
- 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)
- 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)
- D. First Reading of Ordinance #2024-09-16 (D), an Ordinance Establishing Restrictions and Penalties Related to Hate Intimidation and Hate Crimes. (Rogers)

VII. CONSIDERATION

- A. Consideration of a Special Event - Conway Artisans Festival – October 26, 2024 (Rogers)
- B. Consideration of Award of 2024-25 Economic Development Grant (Rogers)

VIII. CITY ADMINISTRATOR’S REPORT

IX. COUNCIL INPUT

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

X. WORKSHOP

XI. 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 3, 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 3, 2024
ITEM: III.A.

ISSUE:

Final Reading of Ordinance #ZA2024-09-03 (A) to annex approximately 0.36 acres 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.

BACKGROUND:

The annexation application was submitted by Michael Hall, as a requirement to connect to city utility services. According to Horry County Register of Deed's website, the property has been in the applicant's name since September 13, 2013. The property is within the Coastal Heights subdivision near Singleton Ridge Road and Myrtle Trace Drive. There is an existing single-family structure on the property. Restrictive covenants were recorded for this property on February 20, 1997.

There have been many other properties within the Coastal Heights subdivision that have been annexed over the years. Those properties were zoned R-1 (Low/Medium-Density Residential) upon being annexed into the City.

CITY OF CONWAY COMPREHENSIVE PLAN:

The Future Land Use Map of the *Comprehensive Plan* identifies this 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.

CITY COUNCIL:

City Council approved First Reading of the ordinance at their August 19, 2024 meeting.

STAFF RECOMMENDATION:

Staff recommends **approval of Final Reading of Ordinance #ZA2024-09-03 (A)**.

ORDINANCE #ZA2024--09-03 (A)

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.36 ACRES OF PROPERTY
LOCATED AT 163 LANDER DR (PIN 383-15-01-0026), 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 0.36 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 0.36 acres of property located at 163 Lander Drive (PIN 383-15-01-0026), and request to rezone from the Horry County Residential, no mobile homes allowed (SF10) district, to the City of Conway Low/Medium-Density Residential (R-1) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

RATIFIED BY CITY COUNCIL, duly assembled, this_____day of _____, 2024.

Barbara Jo Blain, 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

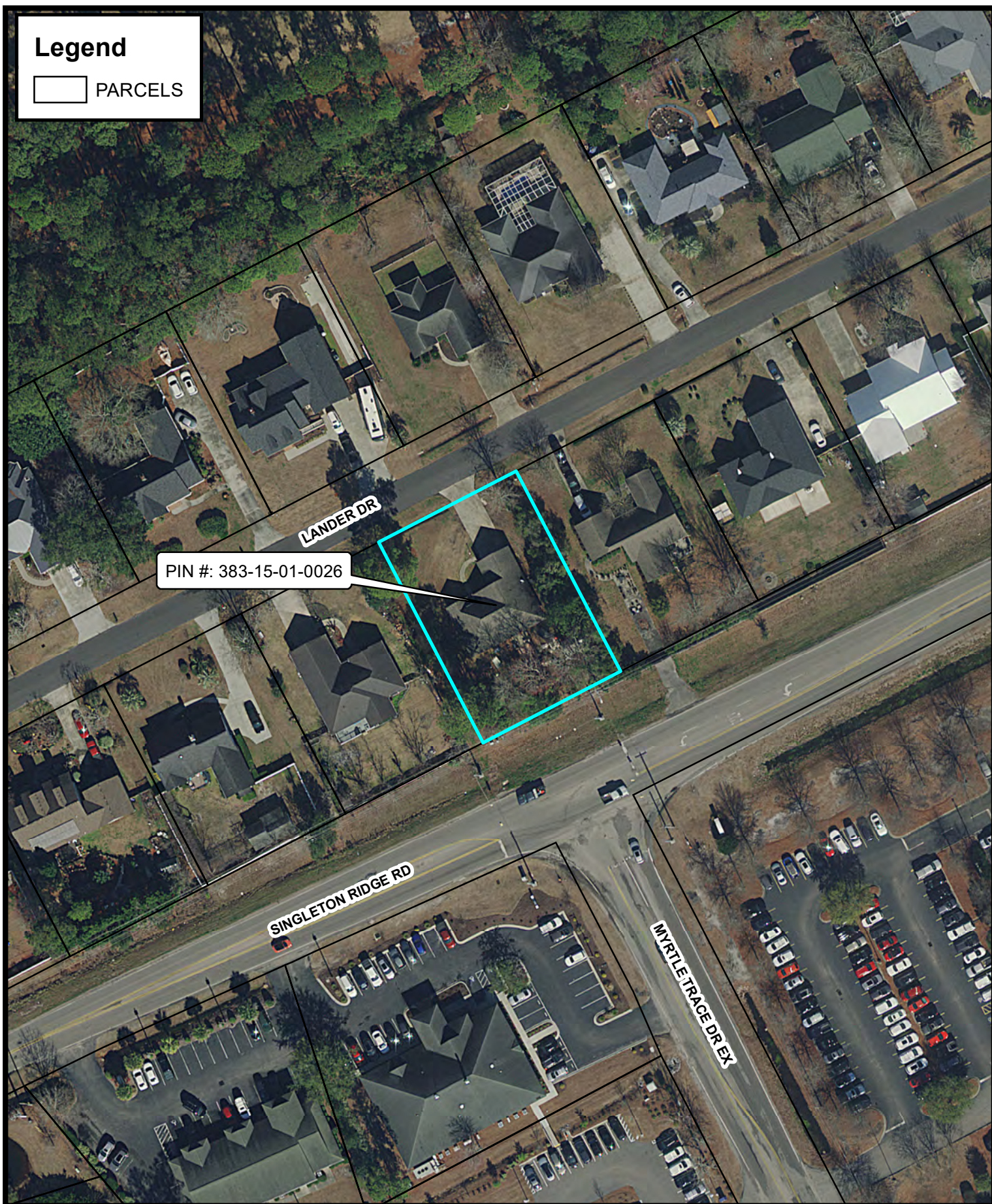
ATTEST: Alicia Shelley, City Clerk

First Reading: August 19, 2024

Final Reading: _____

Legend

 PARCELS



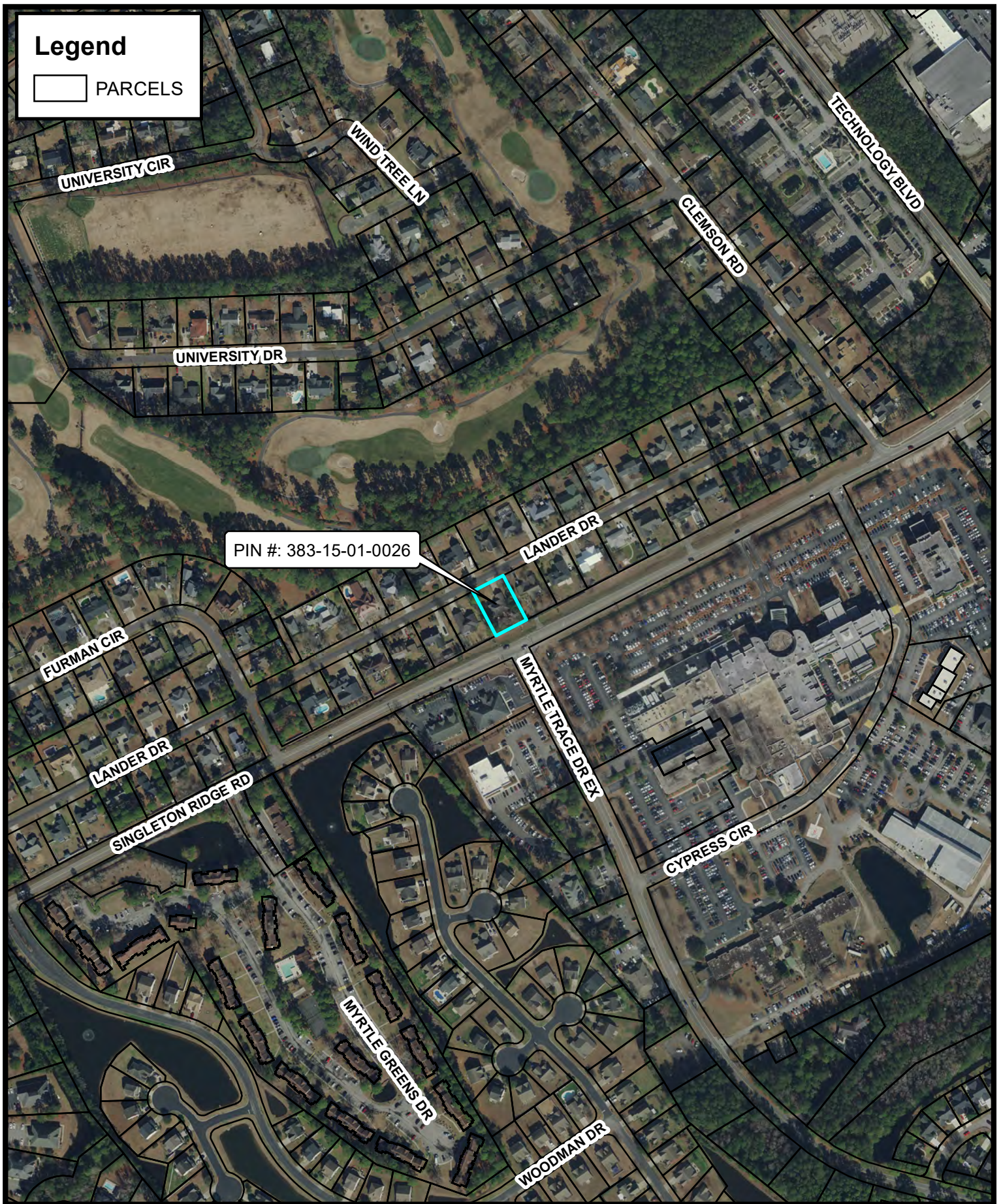
PIN #: 383-15-01-0026

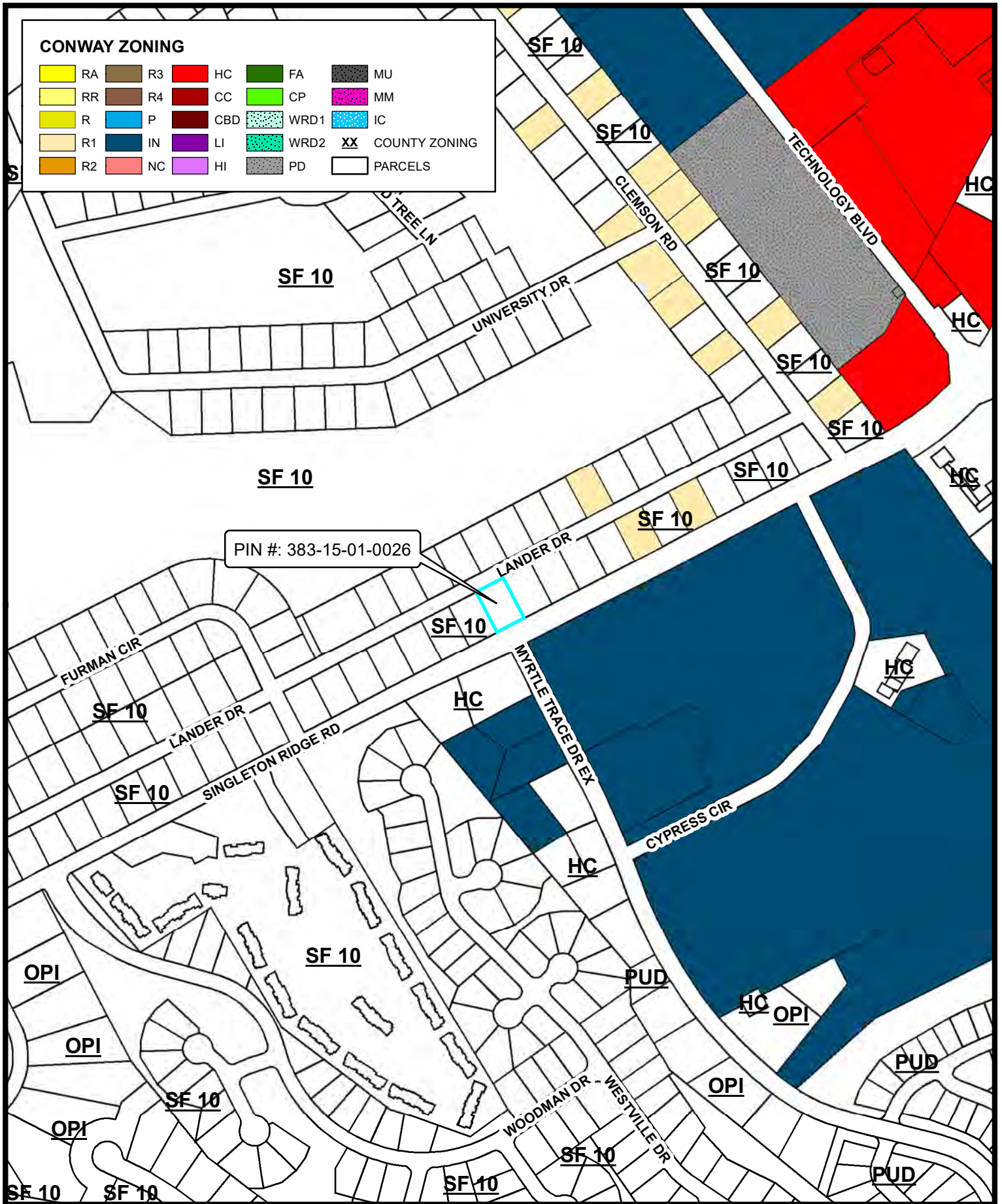
LANDER DR

SINGLETON RIDGE RD


















MYRTLE TRACE DR

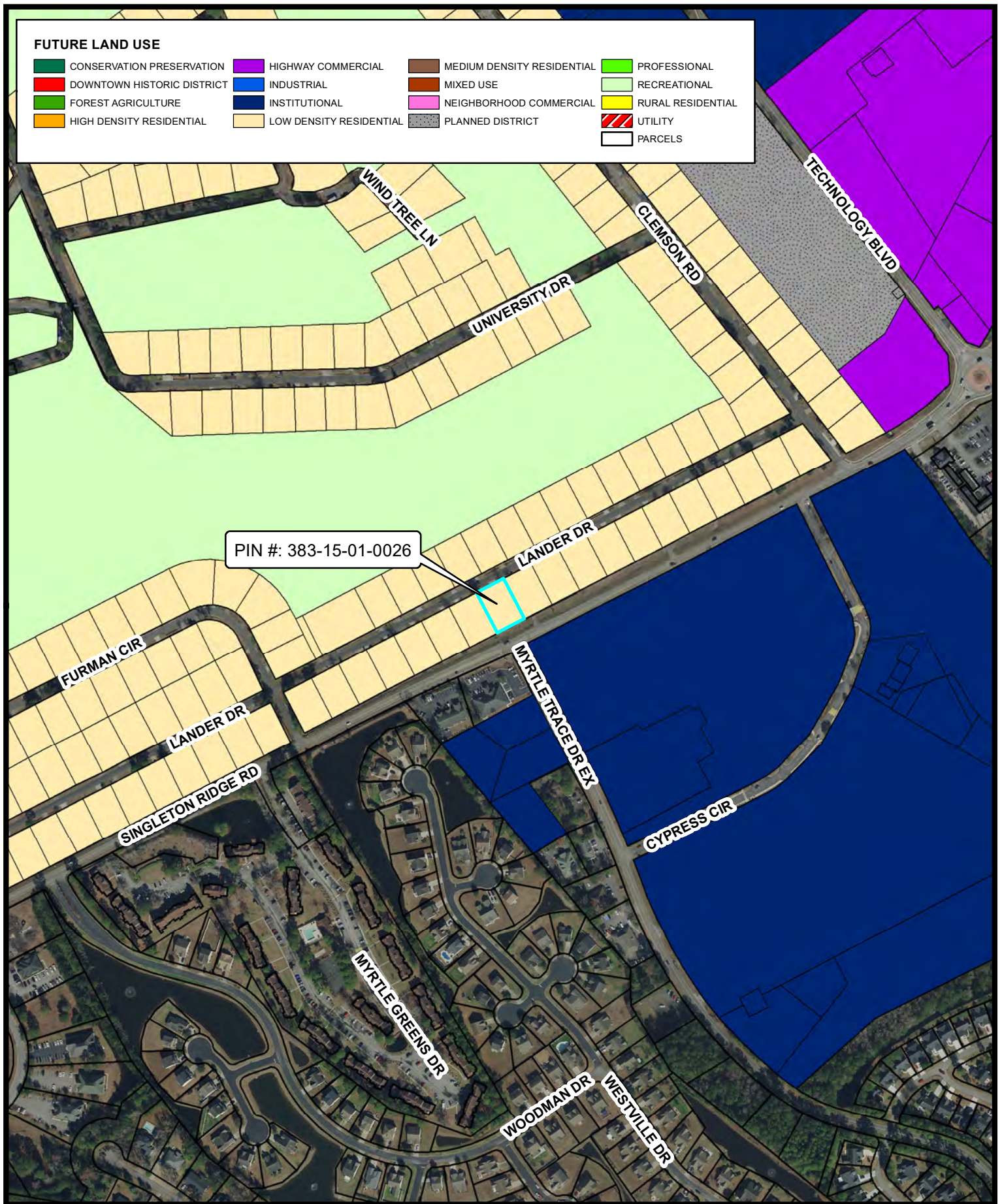






FUTURE LAND USE

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





PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: 1163 Lander Dr. Coastal Heights Lt 41 BL-B
PIN: 383-15-01-0026 ACREAGE: _____

PROPERTY ADDRESS: 1163 Lander Dr. Conway SC 29526

PROPERTY OWNER MAILING ADDRESS: 803 EDISO COURT M.B. SC 29582

PROPERTY OWNER TELEPHONE NUMBER: 917-567-7554

PROPERTY OWNER EMAIL: mikehall42@gmail.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 ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Michael Hall [Signature]
(Print) (Signature)

DATE: 7/31/21

(Print) (Signature)

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: Yes Structure Type: Single family + Sheep

Current Use: Residential

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 1163 Lander Dr. FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): _____ PIN: 383-15-01-0026

CURRENT ZONING CLASSIFICATION: Horry County SF-10

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: R1

REQUESTED ZONING CLASSIFICATION: R1

NAME OF PROPERTY OWNER(S):

Michael Hall PHONE # 917-567-7884

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

803 EDISTO COURT M.B. S.C. 29582

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

[Signature] 7/31/24
PROPERTY OWNER'S SIGNATURE(S) DATE

PROPERTY OWNER'S SIGNATURE(S) DATE

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

DATE: SEPTEMBER 3, 2024
ITEM: III.B.

ISSUE:

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.

BACKGROUND:

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

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

CITY OF CONWAY COMPREHENSIVE PLAN:

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

PLANNING COMMISSION:

Planning Commission held the required public hearing on the request at their August 1st meeting, and recommended approval of the request to annex and rezone to HC.

CITY COUNCIL:

City Council approved First Reading of the ordinance at their August 19, 2024 meeting.

STAFF RECOMMENDATION:

Approve **Final Reading of Ordinance #ZA2024-09-03 (B)**.

ATTACHMENTS:

Application; GIS Maps

ORDINANCE #ZA2024--09-03 (B)

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.67 ACRES OF PROPERTY
LOCATED AT 3045 E HWY 501 (PIN 399-01-04-0008), AND REQUEST TO REZONE
FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT TO THE
CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.**

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.67 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 0.67 acres of property located at 3045 E Hwy 501 (PIN 399-01-04-0008), and request to rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

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

Barbara Jo Blain, 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: August 19, 2024

Final Reading: _____

Legend

 PARCELS

GARDNER LACY RD

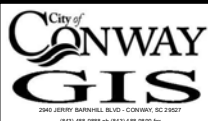
PIN #: 399-01-04-0008

HWY 501

HWY 501

MYRTLE BEACH NAIONAL GC

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 #: 399-01-04-0008
TMS #: 151-00-03-017
3045 E HWY 501
(P24-0162)



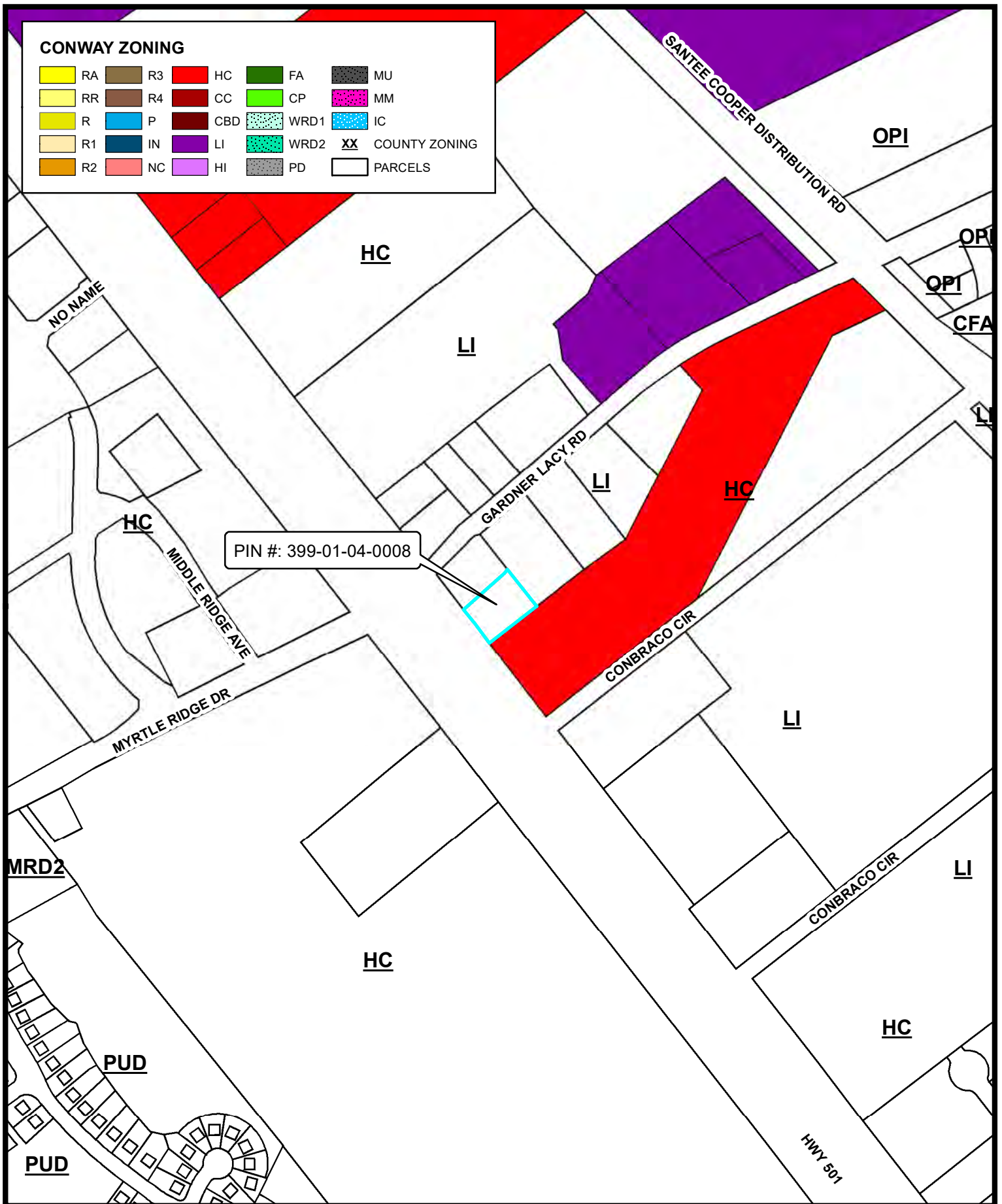


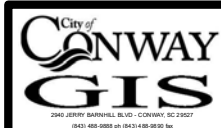
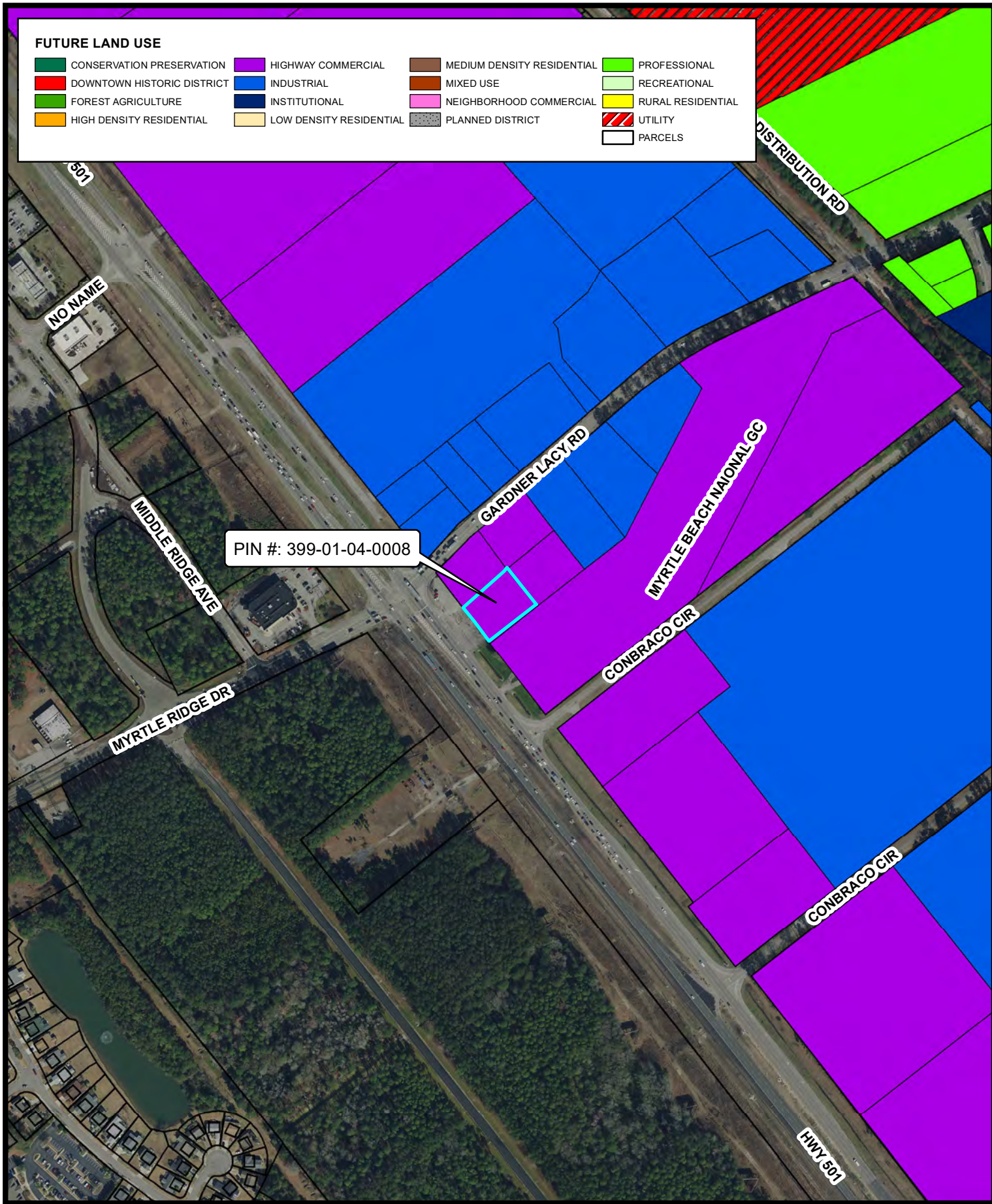
Legend

 PARCELS

PIN #: 399-01-04-0008







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 #: 399-01-04-0008
TMS #: 151-00-03-017
3045 E HWY 501
(P24-0162)



MAYOR
Barbara Jo Blain-Bellamy

MAYOR PRO TEM
Larry A. White



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

June 7, 2024

Enoree River Investments LLC
1270 Burcale Rd
Myrtle Beach SC 29579

Re: PIN # 399-01-04-0008 Legal Description: ; HWY 501

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Emrick", is written over a blue circular stamp.

Adam Emrick
City Administrator

Pros of Annexation into the City:

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



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

- 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

PIN: 399-01-04-0008 ACREAGE: 0.67

PROPERTY ADDRESS: 3045 E HWY 501, Conway, SC 29526

PROPERTY OWNER MAILING ADDRESS: 1270 BURCALE RD MYRTLE BEACH SC 29579

PROPERTY OWNER TELEPHONE NUMBER: 478-390-3900

PROPERTY OWNER EMAIL: Shri@sunhousepetroleum.com

APPLICANT: Shri Kamma

APPLICANT'S EMAIL: Shri@sunhousepetroleum.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)

Prithar Kamma
(Print)

Prithar Kamma
(Signature)

DATE: 06/19/24

(Print)

(Signature)

DATE:



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: Yes Structure Type: Stic building

Current Use: Retail place

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 3045 E HWY 501, Conway, SC 29526 FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 0.67 PIN: 399-01-04-0008

CURRENT ZONING CLASSIFICATION: Horry County Highway Commercial

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Highway Commercial

REQUESTED ZONING CLASSIFICATION: City of Conway Highway Commercial

NAME OF PROPERTY OWNER(S):

ENOREE RIVER INVESTMENTS LLC

PHONE # 478-390-3900

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

1270 BURCALE RD MYRTLE BEACH SC 29579

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

[Signature]
PROPERTY OWNER'S SIGNATURE(S)

06/19/24
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

CITY OF CONWAY
CITY COUNCIL MEETING
CONWAY CITY HALL
229 MAIN STREET, CONWAY
MONDAY, AUGUST 19, 2024 - 4:00 P.M.

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

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; Kayla Fleming, Municipal Judge; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Reggie Jenerette, Solid Waste Director; Ashley Smith, Parks and Recreation Director; Rock Rabon, Fleet Maintenance Director; Katie Dennis, Planner; and Alicia Shelley, City Clerk.

OTHERS: There were approximately 15 others in attendance.

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

Motion: White made a motion, seconded by Hardwick to approve the August 19, 2024 agenda.

Vote: Unanimous. Motion carried.

CONSENT AGENDA:

- A. Final Reading of Ordinance #ZA2024-08-19 (B) to annex approximately 0.8 acres of property located at 420 Maplewood Circle (PIN 324-06-04-0013), and rezone from the Horry County Residential District (SF40), no mobile homes allowed to the City of Conway Low/Medium Residential (R-1) District.**
- B. Final Reading of Ordinance #ZA2024-08-19 (C) to annex approximately 1.02 acres of property located at 4221 Siwel Road (PIN 295-16-01-0010), and rezone from the Horry County Commercial Forest Agriculture district (CFA) to the City of Conway Low/Medium Residential (R-1) District.**
- C. Final Reading of Ordinance #ZA2024-08-19 (D) to annex approximately 0.34 acres of property located at 5205 Columbia Street (PIN 383-08-02-0045), and rezone from the Horry County Residential District (SF10), no mobile homes allowed to the City of Conway Low/Medium Residential (R-1) District.**
- D. Final Reading of Ordinance #ZA2024-08-19 (E), amending *Article 4 – Use Tables* and *Article 5 – Specific Use Regulations*, of the *City of Conway Unified Development Ordinance (UDO)*, regarding mobile car wash / detailing facilities and/or businesses.**

- E. Final Reading of Ordinance #ZA2024-08-19 (F), amending Article 2 – Definitions, Article 5 – Specific Use Regulations, and Article 6 – Design Standards, of the City of Conway Unified Development Ordinance (UDO), regarding requirements for corner lots and lots with double frontage.**
- F. Final Reading of Ordinance #ZA2024-08-19 (G), amending Article 11 – Signage and Article 15 – Enforcement, of the City of Conway Unified Development Ordinance (UDO), regarding signs placed on public property and/or within public rights-of-way, as well as violations of the UDO and penalties for such violations.**
- G. Approval of a Purchase of a Sewer Camera System with Transit Van (budgeted)**
- H. Approval of August 5, 2024 Council Meeting Minutes**

APPROVAL OF CONSENT AGENDA: **Motion:** Butler made a motion, seconded by Helms to approve the August 19, 2024 consent agenda. **Vote:** Unanimous. Motion carried.

PUBLIC INPUT:

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

SPECIAL PRESENTATION:

- A. Presentation of Resolution Honoring James Friday** – Blain presented Friday with a Resolution honoring him for his years of service and a celebration of his retirement from the city.
- B. Presentation of Employee of the Month for August 2024 – Public Works** – Rabon presented Krista Bruce with the Employee of the Month award for August.
- C. Presentation of a Proclamation Honoring WMBF News** – Blain presented a proclamation honoring WMBF Television News.

SECOND/FINAL READING:

- A. Final Reading of Ordinance #ZA2024-08-19 (A) to annex approximately 5 acres of property located at 2493 Highway 501 (PIN 383-14-02-0002), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) district.** Hucks said that this property is currently used as a manufactured homes sales location; specifically, Clayton Homes. The current county zoning is Highway Commercial. The City's future land use map identifies the parcel as being Highway Commercial as well. This property is also located within the Gateway corridor overlay, which includes property 500' from either side of the major roadways entering the city, including Highway 501. Based on the current use, and the surrounding zoning, staff and Planning Commission recommended that the property be zoned Light Industrial upon annexation so that the property owner would not be prevented from expanding, as no expansion outside the current building footprint would be permitted.

However, staff agrees that an expansion that results in better site design including a new site-built office, would be consistent with the city's intent of the Gateway Corridor Overlay, which was established to provide standards for accessibility, appearance, and safety for development along the corridor. Hucks stated that Council approved first reading as Highway Commercial at the August 5 meeting and staff recommends approval as Highway Commercial.

Goldfinch recommended possibly changing the UDO to allow expansions, when the ownership is the same, with these types of circumstances.

Hucks explained the difference between Light Industrial and Highway Commercial.

Motion: Goldfinch made a motion, seconded by Blain to approve final reading of Ordinance #ZA2024-08-19 (A). **Vote:** Helms, Butler, Blain, Goldfinch, Jordan, Hardwick voted yes. White voted no. Motion carried with a 6-1 vote.

- B. Final Reading of Ordinance #ZA2024-02-05 (B) to annex approximately 446+/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA) district, Horry County Highway Commercial (HC) district, Horry County Residential, no mobile homes allowed (SF40) district, the City of Conway Heavy Industrial (HI) district, and City of Conway Low/Medium-Density Residential (R-1) district, to the City of Conway Planned Development (PD) district.** Hucks gave an overview and update of this request. Hucks said that this project, formerly known as the Tributary PD, is located on Highway 378, Dunn Shortcut Road, and Juniper Bay Road. Council approved first reading of this request at the July 15 meeting, and final reading being scheduled was contingent on a recommendation being provided by Planning Commission after they had a chance to review the request with the changes that were made, as well as another public hearing on the request being held. When it was before Council in July, staff outlined some of the revisions and concerns to the request, which included: (1) The removal of 2 parcels from the PD, located on Dayton Drive, which also removed the concern about connectivity between one of the tracts and the Macala Acres subdivision. Additionally, with the removal of these 2 tracts, the overall density of the PD was reduced from the originally proposed 1,767 residential units to a total of 1,261 residential units; a reduction of 506 units; (2) The removal of the roadway going thru the City's shop complex; (3) The revised location of the amenity area and the proposed city park; (4) the removal of the flex tracts on the Hwy 378 side – which are now designated as commercial only tracts; and (5) The quality of the homes proposed to be constructed within the development considering the minimum lot widths proposed.

Hucks said that Planning Commission considered the revised PD at their August 1 meeting and held a public hearing again on the request. As was the case at the previous public hearing, there were several people in attendance; most of whom were residents of the surrounding properties. Many of the concerns expressed by the public were the same as was previously expressed, including stormwater drainage, flooding, traffic on Highway 378, Juniper Bay Road and Dunn Shortcut Road, school capacity, lack of infrastructure

needed to support the growth, and density of the project. A few of the issues that were discussed amongst Planning Commission were the proposed traffic improvements, the revised location of the city park in relation to the canal trail, and the number of lots that would be 35-feet in width. Planning Commission ultimately recommended approval of the revisions to the PD, but with the following revisions: (1) To address the accessibility / connectivity issues between the location of the City Park and the canal trail; (2) Amend the front yard setbacks from 15' to 20' to ensure that vehicles parked on driveways will not encroach onto sidewalks; and (3) To limit the number of lots that would have a 35' lot width to a maximum of 12% of the entire project area. Hucks stated that staff is in support of these changes recommended by Planning Commission and that the applicant has revised their PD document to reflect the recommendations of Planning Commission.

Hucks went on to say that as far as the roadway improvements, what improvements are being proposed as part of the PD and the Development Agreement are those which were recommended as part of the traffic impact assessment. There are 4 driveway location improvements that are recommended, as well as improvements to the intersection of Juniper Bay Road and Highway 378 and the widening of Highway 378 from 2 to 5 lanes between Dayton Drive, where the road narrows to 2 lanes to the realigned Dirty Branch Road & Highway 378 intersection. The driveway locations are 1) Highway 378 and Juniper Bay Road; 2) Airport Road & Highway 378; 3) Dirty Branch Road & Highway 378; and 4) Dunn Shortcut Road and entrance to the project. Turn lanes were recommended at each of these intersections, with driveways 2 and 3 having turn lanes on all approaches. Signalization of driveways 2 and 3 was also recommended, when warranted – but no specific timeframe given in the traffic study for signalization. As with previous large annexations accompanied by a development agreement, having a trigger in which these traffic improvements are required to be completed is necessary, and rather than a specific date, what's proposed is to tie the improvements to the actual number of building permits that are issued, which you see here. This also would need to align with the proposed phasing of the project, as it would not make sense to say that all of the improvements must be complete before the year 2029 if no development plans have been submitted for review, but when they are, that is when these improvements will be necessary.

Hucks said that as with any new development that is proposed, density is always a concern. Currently, under county zoning, a majority of the property – approximately 392 of the 446 acres, is zoned Commercial Forest Agriculture, or CFA. A few of the smaller parcels are zoned SF40, which would require a 40,000 square foot lot size, but those would only apply to the parcels already zoned SF40, and there's only 3 of those on Highway 378. While SF40 would only allow a site built single-family detached dwelling, the CFA district will allow much more, and it is not limited to residential development. As far as residential and according to the County's Zoning Ordinance, the CFA district allows lot sizes a minimum of half an acre in size to have manufactured homes, single-family detached dwellings, and townhome dwellings. Additionally, with certain conditions, multiple dwellings on one tract of land are also permitted, which used to allow up to 5 dwellings on a property that is a minimum of 3 acres in size. CFA also permits uses, such as campers for temporary living accommodations, group homes, and non-residential uses, such as beer, wine and spirit production tastings & retail sales, commercial agricultural facilities, livestock auction facilities, vehicle & boat repair facilities, golf courses, firearm training and sports facilities, residential subdivision airparks, railroad depots, medical offices, assisted living facilities,

funeral homes and crematories, laundromats, fitness centers, grocery stores, plant nurseries, bulk landscaping suppliers, mini-warehouse facilities, gas stations, as well as restaurants & bars. The current proposal is for a majority of the property to be zoned to allow single-family detached dwellings and a small percentage to be duplex dwellings. The gross density of the project is a little less than 3 units per acre. Moreso, out of the 446 total acres, 421 of those acres allow for residential development, but when you remove the 44 acres of wetlands, the 82 acres of upland open space, the 12 acres that will encompass the canal trail, the approximate 6 acres designated for a city park, and the approximate 43 acres that will contain stormwater ponds, the remaining acres that will encompass residential development is reduced to approximately 240 acres. Total open space to be provided which includes the wetlands, the ponds, the trail and other amenities is approximately 193 acres. The total amount they are required to provide, based solely on the number of units proposed, is approximately 26 acres.

Hucks said that as far as infrastructure, if the property were annexed, absent a development agreement, and assigned the city's default zoning of R upon annexation, the minimum lot size would be 10,000 square feet. The developer would be under no obligation to provide the amount of open space that's currently proposed, no perimeter buffers would be required for the residential portions of the development, no city park would be included in the request and more than likely, this portion of the canal trail would likely never be installed. Also, larger lot sizes spread out through the entire acreage does not equate to less density. Clustering residential development on portions of the overall acreage versus spreading out the lots across the entire acreage ensures better protection of the environmentally sensitive areas and less impervious surface areas, which is better in terms of stormwater. As has been previously discussed, there are no known flood zones on this property.

Hucks stated that due to concerns regarding flooding, stormwater, and tree preservation, the applicant has included language in their proposed development agreement for the project that the development would comply with the ordinances that are in effect at the time plans are submitted...so if the stormwater ordinance, the city's flood damage prevention ordinance, or if tree preservation ordinance that is in effect at the time plans are submitted is different than what is currently existing, the applicant's agree to be in compliance with what is in effect at the time plans are submitted, whereas typically, development agreements lock in most requirements that are in effect at the time the agreement is adopted. Additionally, the applicant has added a trail head location on the Juniper Bay Roadside to address another of Planning Commission's comments regarding connectivity to the canal trail, which will include parking to accommodate visitors.

Hucks informed Council that, both the PD document and the Development Agreement include enhancement fees, which are different for single-family detached, single-family semi attached, and townhome dwellings. Single-family detached is \$5,750 per dwelling, and duplex or townhome units are \$4,025 per dwelling. This amount will begin to increase in January 2026, in an amount equal to the lesser – the CPI (consumer price index) at the time or 5% per year, to ensure that the fees collected reflect the city's on-going increases in the cost of services that are provided. These fees will be collected with the building permits.

Hucks said that under the current zoning, the property could be developed in the county, should the city not annex at this time, and any use permitted in CFA would be permitted. Because these properties are within the city's utility service area, the applicants are required to request annexation, in accordance with city ordinance, and at some point, whether now or later, these properties will be within the city limits. If annexed post development, the reality is that much of what would later be annexed would be considered nonconforming to city standards, and would be done sporadically, as each individual property owner – whether it's a single residence or a commercial property, would be requesting annexation each time they request a new water service or sale the property. Annexing the property now and ahead of any development ensures that what is developed, aligns with the city's standards now and in the future.

Lastly, Hucks said that there were some minor revisions to the PD ordinance that were made this afternoon to address some of staff's final comments that need to be made part of the record. This includes the lot widths for the PD and the Master Site Plan to match and show a 37', 40', and 50' lot widths, and to add a column to the dimensional standards table reflecting the percentage of each lot width type – capping the 37' lot widths to 12% of the overall residential units. Additionally, the Tree Preservation Ordinance sections for both the PD and the Development Agreement should reflect protected and/or landmark trees. Also, the number of permits that create the trigger for road improvements should match what is included in the Development Agreement, if that is what is agreed upon and approved.

Council discussed smart development, traffic improvements including signal lights and road alignment, and the school district.

Motion: White made a motion, seconded by Blain to approve the final reading of Ordinance #ZA2024-02-05 (B). **Vote:** Unanimous. Motion carried.

- C. Final Reading of Ordinance #ZA2024-02-05 (A) of a request for the City of Conway to enter into a Development Agreement, for proposed development of approximately 446 +/- acres of property located on or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, and on Dunn Shortcut Rd (PIN's 337-00-00-0009; 336-00-00-0043, -0044, and -0045; 337-08-01-0004; 336-13-04-0006; 336-14-04-0011; 336-15-03-0003; 370-00-00-0011; and 370-04-01-0004).** Hucks said that comments were with the previous request. Hucks stated that the required public hearings in accordance with state law were held by Planning Commission on November 27, 2023 and City Council held the second public hearing January 16, 2024. Hucks stated that staff recommended approval of the Development Agreement.

Motion: White made a motion, seconded by Goldfinch to approve the final reading of Ordinance #ZA2024-02-05 (A). **Vote:** Unanimous. Motion carried

FIRST READING:

- A. First Reading of Ordinance #ZA2024-09-03 (A) to annex approximately 0.36 acres 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. Dennis stated that this request was submitted by the applicants as a requirement to connect to city water and sewer services. The property has been in the applicant's name since September 13th of 2013. And has had a restrictive Covenant on file since February 20, 1997. The property is located within the Coastal Heights subdivision, located off Highway 544. There is an existing single-family residence on the property. Council has annexed many other properties within the Coastal Heights Subdivision over the years. The future land use map does identify the property as R-1 and staff recommends approval.

Motion: Goldfinch made a motion, seconded by Jordan to approve the first reading of Ordinance #ZA2024-09-03 (A). **Vote:** Unanimous. Motion carried.

- B. First 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.** Dennis stated that this request was submitted on July 19th for the subject property at the City's request as a part of the restrictive convenience agreement. The property is considered a doughnut hole along the 501 corridor, is currently zoned Horry County Highway Commercial and is currently operating as a title loan business. The property is located adjacent to the Founders National Golf LLC parcel that was annexed earlier this year. The future land use map does identify the property as Highway Commercial. Planning Commission held the required public hearing on this request at their August 1 meeting and recommended approval of the annexation and rezoning Dennis said that staff also recommends approval.

Motion: White made a motion, seconded by Butler to approve the first reading of Ordinance #ZA2024-09-03 (B). **Vote:** Unanimous. Motion carried.

CONSIDERATION:

- A. Consideration of a request for a waiver of sidewalk requirements for the EME Apartments located at 1911 Ninth Avenue, a multi-family development that is proposing a new sixteen (16) unit building on the backside of the existing site. (PIN 368-02-04-0015).** Hucks said that the applicant would like to request a fee in lieu of sidewalk installation for this property. The applicant submitted civil plans, which are currently being reviewed, and under the current ordinance, a connecting system of sidewalks is required on both sides of each local residential street and along the frontage of all properties abutting arterial or local nonresidential streets. This would mean internal to the development and external to the development. Sidewalks currently exist on the Ninth Avenue side of the property, but this property is surrounded by a street on 3 sides. Neither Pittman nor Ridge Street contain sidewalks. GIS maps indicate that Ridge Street is a city street while Pittman Street is a state road. Sidewalks do exist on the opposite side of Pittman Street, but there are no sidewalks on either side of Ridge Street. Additionally, Article 10 of the UDO, the city's land development regulations, in section 10.5.2, item C states that applicants shall construct a sidewalk to meet the minimum standards for the street classification for developments fronting on any existing street segment maintained by the city, the county or the state. However, being that Pittman is a state road and there is a sidewalk on one side of that street, the applicant may be able to provide additional

information as to whether the state would permit sidewalk installation on the side in question. According to county land records, some of these units were constructed in the late 60's, and even later construction was not compliant with city standards for site improvements, so the site – with respect to landscape buffers and sidewalk requirements, is considered legal nonconforming. The sidewalk fee in lieu section of the UDO was amended by council last fall to give council the ability to either reduce or waive entirely sidewalk fee-in-lieu amounts for properties considered to be legal nonconforming, if recommended by TRC. If sidewalks are not required now, and the fee in lieu is required, or eliminated, the cost to install sidewalks later – should the city identify the need for sidewalks in the future, will likely be higher, and whatever fee in lieu is provided may not be enough to cover the cost that will be incurred by the city at that time.

Hucks stated that right now, the city's contracted cost is \$30 per linear foot, which would equate to a total fee in lieu of \$42,810 for 1,427 linear feet. This fee, if the fee in lieu is granted, would have to be paid before a certificate of occupancy is issued for the building.

Hucks informed Council that as an observation, there are several bus stops along Ninth Avenue, picking up and dropping off children who live along many of the streets off of Ninth Avenue, including Ridge and Pittman Streets. Hucks said that staff continues to support the installation of sidewalks where required in the UDO.

Cassidy Callaghan of Venture Engineering further explained the request stating that the applicant just put a nice fence up and will be landscaping therefore it takes away the aspect of allowing a sidewalk to go onto the property, if DOT does not allow it. Callahan said that they are currently in discussion with SCDOT, and she does not think that they will allow the sidewalks along Pittman Street. Callhan said that there is not enough room within the ROW and the property line to allow for the sidewalk and is very similar to Robs Auto Body. Callhan further explained that it could be a sidewalk to nowhere as Pittman Street has housing along it and will not have a sidewalk unless they go to DOT and get an encroachment permit.

After much discussion, Council would like to visit the site and have the applicant work with SCDOT for a response in obtaining an encroachment permit.

Motion: Blain made a motion, seconded by Butler to defer this request until the next meeting. **Vote:** Helms, Butler, Blain, Goldfinch, Jordan, White voted yes. Hardwick voted no. Motion carried with a 6-1 vote.

- B. Consideration of a 4 Way Stop at the Intersection of Wood Stork Drive and Whooping Crane Drive.** Long said that the city has been approached by the management company for the homeowner's association for Wild Wing to put a four way stop at this intersection. Long said that before the last phase there was a dirt road that ran from Wood Stork and connected through to Whooping Crane and has since been paved. Long said that there is a section in that area where a pond is on one side and no homes, a nice long straightaway that accelerates into one of the earlier phases. Long said that there is a storage yard that already has a stop sign and make this a total 4 way stop and he agrees that this would assist with speeding abatement.

Motion: Blain made a motion, seconded by Helms to add stop signs on Wood Stork Drive at Whooping Crane intersection, making this a four-way stop intersection. **Vote:** Unanimous. Motion carried.

C. Consideration of Selection of Contractor for the Highway 701 South Water Main Relocation. Dudley stated that on August 15 sealed bids were opened for the relocation of a 24" water main for a Santee Cooper project. The Public Utilities Department recommends awarding the contract to the low bidder, Richardson Construction.

Motion: Blain made a motion, seconded by Hardwick, to award the low bid as recommended by staff. **Vote:** Unanimous. Motion carried.

CITY ADMINISTRATOR'S REPORT:

Emrick informed Council of the following:

- Emrick said that he was going to do something here that he doesn't do enough and was going to brag. Emrick stated the following: As you all know, we are a city that floods. In 2015, 2016 and 2018, our most recent notable floods, we had catastrophic harm as a result of these floods. Millions of dollars of private and public property loss. Devastating damages that took years to recover from. Emrick remembered speaking at many conferences about Hurricane Florence and where we go from here. Here is what he said. We live in an area that is low-lying and is very near the coast. Most of Horry County is in a swamp. We have chosen to live here knowing that every late summer and fall, we are likely to be hammered by a hurricane that will cause our swamps and rivers to flood and we need to deal with that. Our goal is to do things differently. To be a city that floods and no one really cares. Sure, flooding is a nuisance, but that is the price we have to pay to live in such an amazing place. I never thought that this was a pipe dream. This wasn't wishful thinking. This was a goal, and there's nothing more I like that to cross something off of my goal list. To this end, we categorically changed the way we do things after Hurricane Florence. No more repeating previous mistakes and expecting different results. I'm not going to detail the measures we've taken in the last five years, but they've been immense and time consuming and expensive and worth it. In the winter of 2021, we had a pretty terrible flood. The river reached 15.6', the 6th worst flood in the City's history. It didn't come from a rain event or tropical storm; it was a result of the system having too much water in it and that backed up the Waccamaw. We had no damage from this flood, none. We talk about this from time to time, but we do it quietly, because maybe it was a fluke. We got lucky. But I'm here to tell you today, that we did not get lucky in 2021, we tested the new system. And we passed. And we passed again today, when the river crested at 14.9'. Still no reported private property damage and likely no public property damage either. This is the 9th worst flood in our history and no damage., just behind the 8th worst from 1924. I'm not saying that we are immune from flooding. Flash flooding is a very real risk, but we are taking measures to protect our city from those as well. And if we get above 16', we're going to start losing more than roads. What I am saying is that we are becoming a city that floods and no one cares.

- Emrick commended the city emergency personnel for their tireless work during Hurricane Debby and said that there is a great peace of mind knowing that when the wind is blowing and the rain is falling in buckets, the city has dedicated people out there doing everything they can to keep things safe for families.
- Most Horry County Schools are back in session starting today, so drive patiently and carefully. Remember, for some of these students, they are also new drivers, driving in chaotic conditions, so give plenty of room for them to maneuver.
- Conway High School's first football game is this Friday! 7:30 kickoff on the road against Wilson. Go Tigers!
- Coastal's first football game is only a week away when the Chants travel to Jacksonville State on the 29th.
- The city received the quarterly housing update from CCAR today. Conway's new listings are up 30.8% in July, closed sales up 10.1%, median sales price up 1.6% to \$304,900, the % of price received is up .5% to 98.5%, days on market is up slightly by 6.7%, and inventory of homes for sale is way up, by 41.4%. This higher inventory should help keep the prices stable if it can continue.
- There is a workshop tonight that we should move to the conference room for after Council Input. We will discuss a dog tethering ordinance, removal of a 4way stop on Tiger Drive, Boat Slip Rental Fees at Transient Docks, The Street renaming process and fee schedule change, Amendments to the Development Agreements at Warden Station and Collins Jollie and the splash pad at the Town Green.
- We have department head reports tonight from Police, Hospitality and Beautification, and Fleet.

Hospitality and Beautification – Williams updated Council on the Hospitality and Beautification weekend crew and said that it was going great. Williams said that Plants Direct and Walmart has donated plant materials to the city, and he thanked them. Williams stated that his crew would begin cleaning up from the flooding at the river once it has receded. Williams then said that he gave Council the Keep Conway Beautiful Annual Report.

Fleet Maintenance – Rabon updated Council on the staffing of the Fleet Maintenance department, work orders, and outside labor and repair costs.

Police Department – Long updated Council on the staffing of the Police Department, calls for service, trends, officer recognition, lifesaving kits, space at Whittemore Park Middle School, and delayed response calls.

COUNCIL INPUT:

Hardwick thanked the department heads for the excellent reports and welcomed all of the students back to school.

Jordan commended staff for all of the work that did go on during the storm and also the police staff this morning with all of the back-to-school traffic. Jordan congratulated Grant Holmes with his first major league baseball win.

White said that he would also like for the city to recognize Daisy Fair Flowers for receiving a statewide honor.

Blain requested that everyone join her in singing Happy Birthday to Rogers and Goldfinch. Blain gave a Bon Voyage to Hardwick. Blain commended and thanked staff for the work in preparing for the Tropical Storm, Debby. Blain informed Council of the invitation from Horry County for a gathering. Blain said that Emrick and herself met with Horry County about a concerning issue and she found out that a sincere resolve to communicate among us better and share more information over time. Blain directed staff to move forward with a Hate Crime Ordinance.

WORKSHOP:

Collins Jollie Development Agreement Amendment and Warden Station Development Agreement Amendment

Hucks said that City Council adopted an ordinance approving a development agreement for the development of the Collins Jollie Conservation Subdivision in February, 2023. The sole purpose of the development agreement was to give the master developer the ability to record the wetlands and conservation areas that were being set aside as open space for the entire conservation subdivision with each development or phase, as not all of the tracts are owned by or being developed by the same entity and per the city's UDO, all open space (to include these conservation areas), is required to be platted as an instrument of permanent protection – such as a conservation easement over these areas or dedication to a conservation group, or even the city, at one time even if it's a multi neighborhood design. The development agreement was never recorded, and the owners of one the developments within the overall plan did not provide a joinder of other owner's form that would be necessary to execute the agreement. Now that some of the tracts are seeking plan approvals and land disturbance permits, which staff cannot approve without the platted protection of these areas, the applicant is seeking to provide the necessary joinders for the individual developers so that the development agreement can be recorded. Planning Commission will hold the 1st required public hearing on the development agreement at their September 5 meeting, and the 2nd required public hearing will be held at the September 16 council mtg. The applicant would like to receive 1st reading by title only at the next council meeting scheduled for September 3.

Shep Guyton said that the downside of a development agreement is that there is no such thing as a binder agreement. Guyton said that these are minor amendments and have to go through the whole process. Guyton said that is what is being done with both of these is correcting. Guyton said that the second one was his mistake as he did not make sure his language was the same in both the PD and the DA, so that is what is going on with Warden Station.

Hucks said that in the Warden Station Development Agreement that one sentence, one section in the tree preservation where they had said that any tree of 6" in caliper must be shown on a tree survey, to be provided at the time of plan submittal and before land disturbance is approved. Hucks said that language was never changed, and the reality is that any protected and landmark trees, per the city's tree preservation ordinance will be provided on a tree survey at plan submittal and before any approvals.

Dog Tethering Ordinance

Long showed photos of animals to help illustrate what he will be discussing. Long said that the City's ordinance for ill treatment of animals is not comprehensive, has no definitions, does not mention tethering. The minimum standard that the police adhere to now is that the animals have food, water, and shelter and if the animals have that the police feel like they have no enforcement. Long said that staff is looking to model Horry County's Ordinance and also the City of Myrtle Beach. Long explained further while saying that it is time to update the city's ordinance. Long would like to include the pet stores as well.

Also discussed were the number of dogs, including the highest penalties and fines, strongest standards, and state law.

Council directed staff to draft a dog tethering ordinance.

Removal of a 4 way stop at Tiger Drive and Longwood Lane

Long said that the police department received some data and complaints regarding the Longwood Lane and Tiger Drive area and needed some speed abatement in there. When you turn onto Tiger Drive from Fourth Avenue, there is a long stretch with one cross street, and wanted to slow the traffic from the get-go and put a 4 way stop about 50 yards from Fourth Avenue. The next one is about 150 yards, and Long thinks that one is handling the problem. Long agrees that the 4-way stop should be removed, Tiger Drive would have the right of way, and the cross traffic on Longwood would have the stop signs.

Council suggested that it be marked good. Long said would try to put signage alerting that the signs are gone.

Boat Slip Rental Fees at Transient Docks

Smith said that calls have been received at the marina about boats staying longer than what is allowed in the ordinance, which is 7 days. The last call wanted to stay for a month. Smith talked about the last boat that stayed, saying he spent thousands of dollars and bought a house in Conway. Smith said that the boater talked about bringing more bigger boats into Conway via the "loop" which takes 7-8 years. Smith would like to allow the boats that are up to 60 feet to stay up to a month for \$500. Smith said that the charge now is \$1 per foot per day. Smith also said that more transient docks may need to be added.

Also discussed were possibly increasing the slip rental fees, marina slip fees and having dry boat storage in the future.

Council recommended that staff proceed with the addition of the monthly fee amendment and look into increasing the charge per foot per day fee.

Street Renaming Process and Fee Schedule Change

Hucks said that currently, the city has no defined process for renaming a street or even naming an unnamed street, except those that are being created with development of property. Staff has received a handful of requests over the last few months about renaming of a street, and one owner, located on McCray alley, is seeking to rename the alley to another name, mainly for public safety reasons. Staff reached out to the county to inquire about their process, and they require a public hearing be held for proposed road name changes. Additionally, there is posting of the property, notification to affected property owners who may be addressed off the roadway, and then plats renaming the road and putting up a new street sign; all of which will incur costs.

Hucks said that before staff went too far down the rabbit hole, we wanted to bring it to your attention and see if you would like staff to develop a process and if so, there would likely be an amendment to the fee schedule to include this expense and charged back to the owner.

After much discussion, Council would like to include that 100% petition from everyone on the street involved to give notarized permission for the street to be renamed.

Town Green Plan

Emrick said that staff's position regarding the splash pad is that if it was at the riverfront right now, it would be under water and would need to be replaced. Helms said that her concern was that the Ike Long building is ugly, and she always wanted to see it torn down in hopes that City Hall would be located there one day. Emrick said that the consultants that did the master plan and they said that part of the town green plan was to activate the space. Emrick said that the Ike Long Building is short, so we need to create the illusion of height by taking vertical pipes to go up above the façade, come out at an angel and grow greenery up it so it creates an illusion of height, softens the building, and adds more shade to the area. There will be planters in the back and the other side was hid with the ERF and bathrooms.

There was some discussion about the plants around City Hall.

White asked how the splash pad was diverted from Smith Jones to the Town Green. Emrick said that it was not diverted, there was 2 splash pads but that the pool took all the money at Smith Jones. Emrick said that will be placed on the retreat agenda for next year.

EXECUTIVE SESSION: Motion: Goldfinch made a motion, seconded by White to enter into Executive Session for the following: (A) Consideration of Appointments to Boards, Commissions and Committees for the Board of Zoning Appeals [pursuant to SC Code §30-4-70(A) (1)]; and (B) Discussion on Contractual Negotiations Incident to the Potential Acquisition of Property near Crabtree Swamp [pursuant to SC Code §30-4-70 (A) (2)].

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

POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: Motion: William made a motion, seconded by Blain to appoint Kevin M. Hagen and Andy Altman to the Board of Zoning Appeals. **Vote:** Unanimous. Motion carried.

August 19, 2024

ADJOURNMENT: Motion: Jordan made a motion, seconded by White 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 3, 2024
ITEM: V.A.

Presentation of Longevity Awards – August 2024

- 5 Years: Kimberly Staples, Finance
- 5 Years: Richard Higgins, Fire
- 5 Years: Joseph Thornberry, Recreation
- 5 Years: Janic Hopkins, Recreation
- 10 Years: Debbie Smith, Administration
- 20 Years: Tasha Sherman, Administration
- 25 Years: K Michelle Johnson, Police

DATE: SEPTEMBER 3, 2024

ITEM: V.B.

ISSUE:

Discussion of 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.

A table of the proposed amendments are included in the packet, which includes the current requirement and the proposed requirement. Many of the revisions are 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.

One outstanding amendment yet to be determined is regarding the additional fee on top of the appraised value. There are two different ways it could be calculated: 25% additional added to the property value, as determined by the appraisal submitted by the applicant, or 25% additional added to the fee in lieu amount that is determined using the appraisal provided. The latter would likely result in a higher amount being required for the fee in lieu.

PLANNING COMMISSION

Planning Commission will make a recommendation on the proposed amendments at their September 5th meeting. Their recommendation will be forwarded to City Council with first reading, which could occur at the September 16th Council meeting.

RECOMMENDATION

This is for discussion only.

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
10.3.9, A. Park & Open Space	<i>Current title:</i> Park and Open Space	<i>Proposed:</i> General Requirements for Parks and Open Space Dedication for Major Residential Developments	
10.3.9, A	A. The applicant of any residential development or Planned Development District shall reserve land for open space designed to serve the residents of the development and residents of the immediate neighborhood of the development. This land shall be designated for ownership and maintenance by a property owner's association .	A.1. The applicant of any major residential development (fee-simple or in-common) shall allocate a sufficient amount of land for open space. Such areas shall be designed to foster good stewardship of our natural environment, provide recreational opportunities as well as community involvement for the residents of the proposed development and facilitate perpetual maintenance of required infrastructure and vegetative/non-vegetative screening.	Language relocated to 10.3.9, A.2.
10.3.9, A.1	A.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.	See above	Passive Use Parks description/features relocated to 10.3.9, C.1.
10.3.9, A.2.	A.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).	A.2. Ownership and maintenance of open space shall be designated to a homeowners or property owners 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.	Active Use Parks description/features relocated to 10.3.9, C.2.
10.3.9, A	NA	<i>Add:</i> A.3. All required open space shall be preserved in perpetuity.	Language relocated from previous location in ordinance, 10.3.9, B.3.

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
10.3.9, A	NA	<i>Add:</i> A.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.	Relocated language from 10.3.9, B.1, & B.6. Added language regarding multifamily/in-common developments.
10.3.9, B.	<i>Current section title:</i> B. Residential Subdivision Development and Planned Development District.	<i>Change section title to:</i> B. Minimum Open Space Required	Relocation of headings and requirements.
10.3.9, B.1.	B.1. Each development shall provide a minimum open space area to be calculated as the number of lots and/or units in the development multiplied by the average household size according to the latest US Census multiplied by .008, considered the amount of open space required by each individual (# of lots X average household size X .008 = required open space). This shall apply to major subdivisions (five or more lots). Developers shall provide all open space during the initial phase of development, even if the subdivision is divided into future phases. Open Space improvements shall be installed prior to the recording of a final plat.	B.1. Major residential developments shall provide a minimum of 1,000 square feet of suitable open space area per lot and/or unit.	Simplification of open space requirements (amount of). Relocated remaining language to 10.3.9, A.4
10.3.9, B.2.	B.2. If more passive open space is provided than active open space, then more total open space will be required.	B.2. 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 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.	Clarified how much <i>active area</i> is required.
10.3.9, B.3. – B.6.		<i>B.3 – B.6 deleted from this subsection and relocated to other areas of the ordinance.</i>	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
10.3.9, C.	C. Park and Open Space Suitability. The land proposed for dedication shall be suitable for the intended purpose as determined by City Council. Factors to be considered in evaluating suitability shall include but not be limited to the following (see below)	<i>Proposed:</i> C. Park and Open Space Features and Suitability. Open space areas shall be comprised of three (3) main elements: Passive, Active, and Ancillary Areas.	Separated out Passive, Active and Ancillary open space areas and provided suitability standards for each type. See below.
10.3.9, C.1. – C.7.	<p>C.1. Unity. The preferred land should be one parcel with a width not significantly greater than the depth. The minimum size of any individual open space parcel shall be one (1) acre, which is sufficient size for a mini park according to the National Park and Recreation Association's standards for parks. If the open space area is less than one (1) acre, then all required open space shall be provided in one (1) parcel with a width not significantly greater than the depth.</p> <p>C.2. Location. The preferred land should be centrally located relative to the development and neighborhood.</p> <p>C.3. Accessibility. The preferred land should have easy, direct access to the public street system and be accessible by both vehicular and pedestrian traffic.</p> <p>C.4. Usability. The preferred land should be usable for active recreation facilities and/or passive open space.</p> <p>C.5. Connectivity. Open space should be located, if possible, to take advantage of other existing or planned open space, trails, sidewalks, recreational amenities, or bike paths within the immediate area.</p> <p>C.6. Conformity. The open space should complement and meet the objectives of the City of Conway Greenway Plan and the Recreation & Open Space Element goals of the Comprehensive Plan.</p> <p>C.7. The Planning Commission may accept as suitable any land which meets an entirely different set of criteria when in its opinion, such land meets the purpose of this section in providing for the particular circumstances and needs of the development and neighborhood.</p>	<p>C.1. Passive Open Space Areas. Passive areas within open space are characterized as unencumbered 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:</p> <ul style="list-style-type: none"> a. Unity. Passive areas are to be provided within a parcel of a minimum of one acre in size and designed to minimum 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 are to 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 identified on the approved plan(s). d. Usability. Passive area 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. Passive areas should preserve existing onsite 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. <p>C.2. Active Open Space Area and Features.</p> <ul style="list-style-type: none"> a. Active Open Space Areas. Active areas within open space are characterized as amenity sites and/or 	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
		<p>features to provide members of the community with opportunities for recreational activity as well as social interaction. Such areas shall be appropriately sized amenities or common recreational facilities. Criteria for suitable active areas are defined below:</p> <ul style="list-style-type: none"> 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. iii. Accessibility. Amenity sites are to have a minimum of 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 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 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 100-year flood elevation and provide positive drainage away from the building site. 	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
		<p>b. Active Open Space Features. Active features within open space are characterized as tangible facilities designed to facilitate community and recreational activities.</p> <p>Suitable active features may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> i. Amenity centers / clubhouses / gymnasium and/or fitness center. ii. Community pool & pool houses. iii. Playgrounds / tot lots iv. Athletic courts and/or designated sports 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 ix. Any additional features as deemed acceptable by Planning Commission. <p>c. Excluding onsite parking areas, active features shall count atop the active area they occupy.</p> <p>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.</p> <p>C.3. Ancillary Areas.</p> <ul style="list-style-type: none"> a. Suitable Ancillary Areas to be qualified as Passive area <ul style="list-style-type: none"> i. 25% of a water surface (measured at NWL) that 	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
		<p>has a size appropriate fountain installed in the pond(s).</p> <p>b. Suitable Ancillary Areas to be qualified as active area:</p> <p>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.</p> <p>ii. 25% of a water surface (measured at NWL) that has a walking trail, bike paths and/or boardwalks alongside the pond.</p> <p>iii. 25% of a jurisdictional wetland area when elevated boardwalks for pedestrian and/or bike crossings are provided.</p>	
10.3.9, D.	<p><i>Current:</i></p> <p>D. Fee In Lieu of Open Space Dedication</p>	<p><i>Proposed:</i></p> <p>D. Open Space Mitigation</p>	
10.3.9, D.1	<p>D.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.</p>	<p>D.1. Off-site Mitigation. In instances where onsite open space is unavailable or the community would be better served with the provision/expansion of a public park and/or trail, the applicant / developer may volunteer to provide additional land and/or amenities to the City of Conway. In such instances, the following provisions shall apply:</p> <p>a. The offsite location and amenity features must be presented to Planning Commission for recommendation to and subsequently approved by City Council prior to plan approval.</p> <p>b. Offsite 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).</p> <p>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.</p> <p>d. Commercial site plans and preliminary plats will need to be reviewed and approved by the Technical Review Committee (TRC).</p> <p>e. The underlying property is to be deeded fee-simple to the City of Conway prior to the release of any financial guarantees for onsite improvements.</p>	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
10.3.9, D.2	<p>D.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.</p>	<p>D.2. Fee-in-Lieu of Required Open Space.</p> <ol style="list-style-type: none"> a. As part of the review of a major residential subdivision, the applicant or subdivider may request to pay the fee in lieu of open space dedication. The TRC or 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 and 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 final decision. b. When proposed developments require less than one (1) acre (43,560 sq. ft.) of open space, the applicant shall pay the fee-in-lieu of providing such open space onsite in accordance with this section, with the following exception: <ol style="list-style-type: none"> i. If the applicant/developer opts to install and dedicate the required amount of open space, such area(s) shall not be less than one acre in size and shall meet applicable criteria as cited in 10.3.9, B and C. c. Appraisal requirements <ol style="list-style-type: none"> 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 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 necessary fee. The fee amount must be 	

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
		<p>presented to Planning Commission for recommendation to and subsequently approved by City Council prior to preliminary plan approval.</p> <p>iii. 25% fee added to any appraisal where fee in lieu is proposed or required?</p> <p>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 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.</p>	
10.3.9, D.3		<i>This section deleted.</i>	
10.3.9, E.	E. Appraisal Requirements	<p>E. Project Data</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. Total area; b. Wetlands, floodway & pond area(s); c. Areas encumbered by buffers & easements; d. Suitable passive area(s) & suitable passive area(s); e. Area of active features. 	Appraisal requirements incorporated into subsection D.2.
10.3.9, F.2.	<p>F. Exemptions from Park & Open Space Dedication</p> <p>2. If a parent tract has undergone five (5) or more parcel splits, meeting the definition of a major subdivision, any additional splits from the tract are considered a 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 or land, as established in the Horry County Assessor's records, from which the proposed lot(s) will be split from. For the purposes of determining minor or major development status, a parent tract is reviewed to determine the number of</p>	<p>F. Exemptions from Park & Open Space Dedication</p> <p>2. . If a parent tract has undergone five (5) or more parcel splits, meeting the definition of a major subdivision, any additional splits from the tract are considered a 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 or land, as established in the Horry County Assessor's records, from which the proposed lot(s) will be split from. For the purposes of determining minor or major development status, a parent tract is reviewed to determine the number of parcel splits or residential units within a 10-year period. The amount of open</p>	Added language to clarify that the number of "units" within the 10-year period could constitute a major development status, if 5 or more; not just the creation of 5 or more lots.

Open Space amendments (Article 10, Section 10.3.9)

Section	Current	Proposed	Changes
	parcel splits within a 10-year period.	space will be based on this total number of lots and/or units.	
10.3.9, G.	G. 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.	<p>G. Conformance with the Comprehensive Plan and the City of Conway Pathways and Trails Plan.</p> <ol style="list-style-type: none"> 1. Comprehensive Plan. To ensure compliance with the Comprehensive Plan, all developments requiring the dedication and/or installation of open space shall comply with the concept of complete streets, in accordance with Section 7.1.2. 2. City of Conway Pathways and Trails Plan. All major residential developments located within 500 feet of an existing or proposed pathway or trail system shall provide a connection to the pathway or trail system in accordance with the Pathways and Trails Plan, as currently adopted or as amended. 	<p>Current language incorporated into subsection A.</p> <p><i>Proposed new language to be determined.</i></p>

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. Open space improvements 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 TRC to allow such facilities to be constructed after the final plat for the first phase has been approved; however, such facilities shall be installed no later than 50% of the approved lots and/or units have been issued building permits. For multi-family developments or in-common developments, such facilities shall be installed no later than 50% of the units have been issued building permits. Refer to 10.3.9, C.2. (some of this language moved to 10.3.9, C.2.d)**

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 ($\# \text{ of lots} \times \text{average household size} \times .008 = \text{required open space}$). 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,
- 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.** ~~Such~~ **Active open space** features will need to be shown on the preliminary plans. ~~and~~ For features that require vertical construction, a separate commercial plan review will ~~need to be done~~ **required** and the cost of such facilities will need to be included in the cost estimate / letter of credit for the initial phase **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, Moreover,** installation of such features will ~~shall be required installed before building permits may be issued to~~ **before** no more than 50% of the **approved** lots **and/or** units within that phase 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**

Section 10.3.9 with amendments

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

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 ~~jurisdictional~~ 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 ~~may opt to~~ 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 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 necessary fee. The fee amount must be presented to Planning Commission for recommendation to and subsequently approved by City Council prior to preliminary plan approval.
 - iii. **HELD SPACE FOR POSSIBLE INCLUSION OF 25% FEE TO APPRAISALS RECEIVED FOR PROPOSED OR REQUIRED FEE IN LIEU OF OPEN SPACE DEDICATION**
- 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 ~~first~~ **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.~~

Section 10.3.9 with amendments

- ~~5. Even if not required by the Planning Commission, City Council may require an appraisal performed by a South Carolina licensed real estate appraiser in order to accept a fee in lieu of open space. City Council also reserves the right to, at the City's expense, obtain an additional appraisal of the property to assist in determining the market value of the proposed subdivision or development.~~
- ~~6. The appraisals and/or documentation of the land's market value, along with other evidence that, in City Council's opinion, aids in the determination of market value, may be used in the determination of the amount of payment in lieu of open space dedication permitted by this section.~~
- ~~7. The fee in lieu of open space dedication shall be paid prior to recording any lot(s) in the subdivision, granting any permits for development or any permits for a Planned Development district to which the fees relate. The fee in lieu of open space compensation for the entire development, regardless of the number of proposed phases, shall be made prior to the recording of lots or the issuance of permits for first phase of development.~~
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. Exemptions from Park and Open Space Dedication

1. Minor subdivisions or minor developments as defined in this Section are exempt from the open space requirements.
2. If a parent tract has undergone five (5) or more parcel splits, meeting the definition of a major subdivision, any additional splits from the tract are considered major development and subject to the requirements of a major development, including open space dedication. A parent tract is defined as the original lot, parcel, or tract of land, as established in the Horry County Assessor's records, from which the proposed subdivided lot(s) will be split from. For the purposes of determining minor or major development status, a parent tract is reviewed to determine the total number of parcel splits ~~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]
3. 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)

~~G. 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)~~

G. Conformance with the Comprehensive Plan and the City of Conway Pathways and Trails Plan.

1. Comprehensive Plan

To ensure compliance with the Comprehensive Plan, all developments requiring the dedication and/or installation of open space shall comply with the concept of complete streets, in accordance with Section 7.1.2.

2. City of Conway Pathways and Trails Plan

All major residential developments located within 500 feet of an existing or proposed pathway or trail system shall provide a connection to the pathway or trail system in accordance with the Pathways and Trails Plan, as currently adopted or as amended.

DATE: SEPTEMBER 3, 2024
ITEM: V.C.

ISSUE:

Discussion of a request to rezone approximately 0.33 (total) acres of property located at 1400, 1402, and 1404 Laurel Street (PIN 338-11-02-0022; -0023; -0024) from the City of Conway Low/Medium-Density Residential (R-1) district to the City of Conway Professional (P) district.

BACKGROUND:

The applicant is seeking to rezone the aforementioned properties in order to expand the parking area of his establishment, an eye surgery center with frontage on Main Street, which directly abuts these parcels. All of the properties currently contain single-family residences. However, the applicant is proposing to demo portions of the structures that are contained on the parcels, and then subdivide a portion of them from the current property and combine with the property located at 1409 Main Street so that additional parking can be installed to accommodate his patients. The acreage contained within the request is a portion of each of the PIN numbers listed in the request.

A site plan and a survey showing the portions to be combined with PIN 338-11-02-0040 (1409 Main Street – Conway Ophthalmology Associates / Surgery Center of Conway).

Surrounding uses/Zoning Districts:

Properties on each side of the parcels as well as directly across from the parcels contain residential structures and uses; all zoned R-1 and identified as low/medium-density residential on the Future Land Use Map. Behind these parcels are professional/medical offices, on properties zoned Professional (P).

CITY OF CONWAY COMPREHENSIVE PLAN:

The properties are identified as Low/Medium-Density Residential (R-1) on the Future Land Use Map.

PLANNING COMMISSION:

Planning Commission is scheduled to consider the request and hold a public hearing at their September 5th meeting. Staff will forward their recommendation with First Reading of the request.

Per Section 6.1.4 – Minimum Area of Zoning District, “no tracts of land shall hereafter be rezoned for a zoning classification different from that of the surrounding properties unless such tract(s) is a minimum of 3 acres in area.” Staff will discuss with Planning Commission whether a future land use map amendment is necessary, as the property, while the requested zoning for a portion of these properties is different than what is shown on the future land use map, it is consistent with the zoning some of the surrounding properties, and if approved, the portions being rezoned will be added to property already zoned Professional.

ATTACHMENTS:

Application; GIS Maps; Site Plan; Survey; Opposition letters received to date

Legend

PARCELS

FIFTEENTH AVE

MAIN ST

PIN #:338-11-02-0024

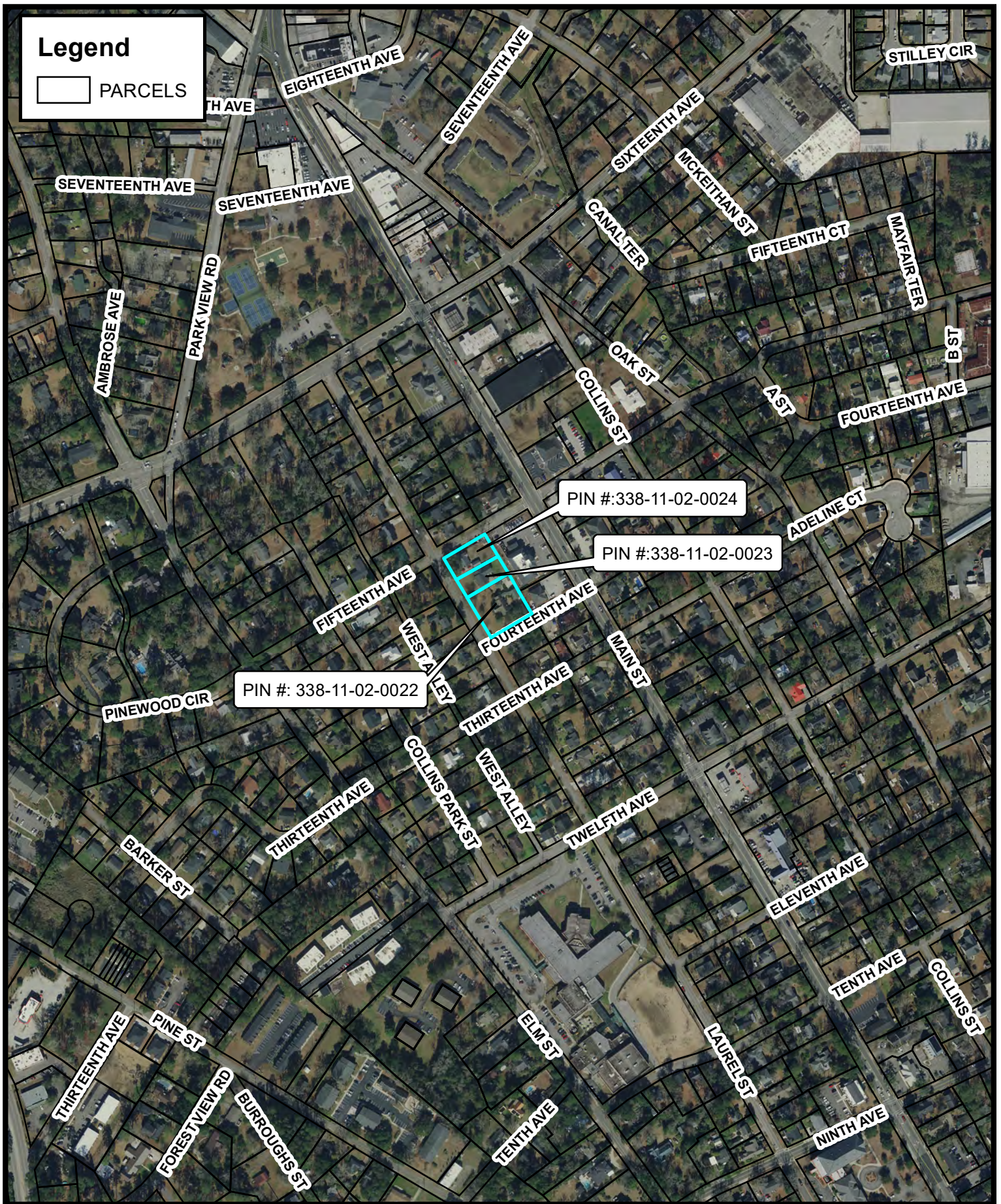
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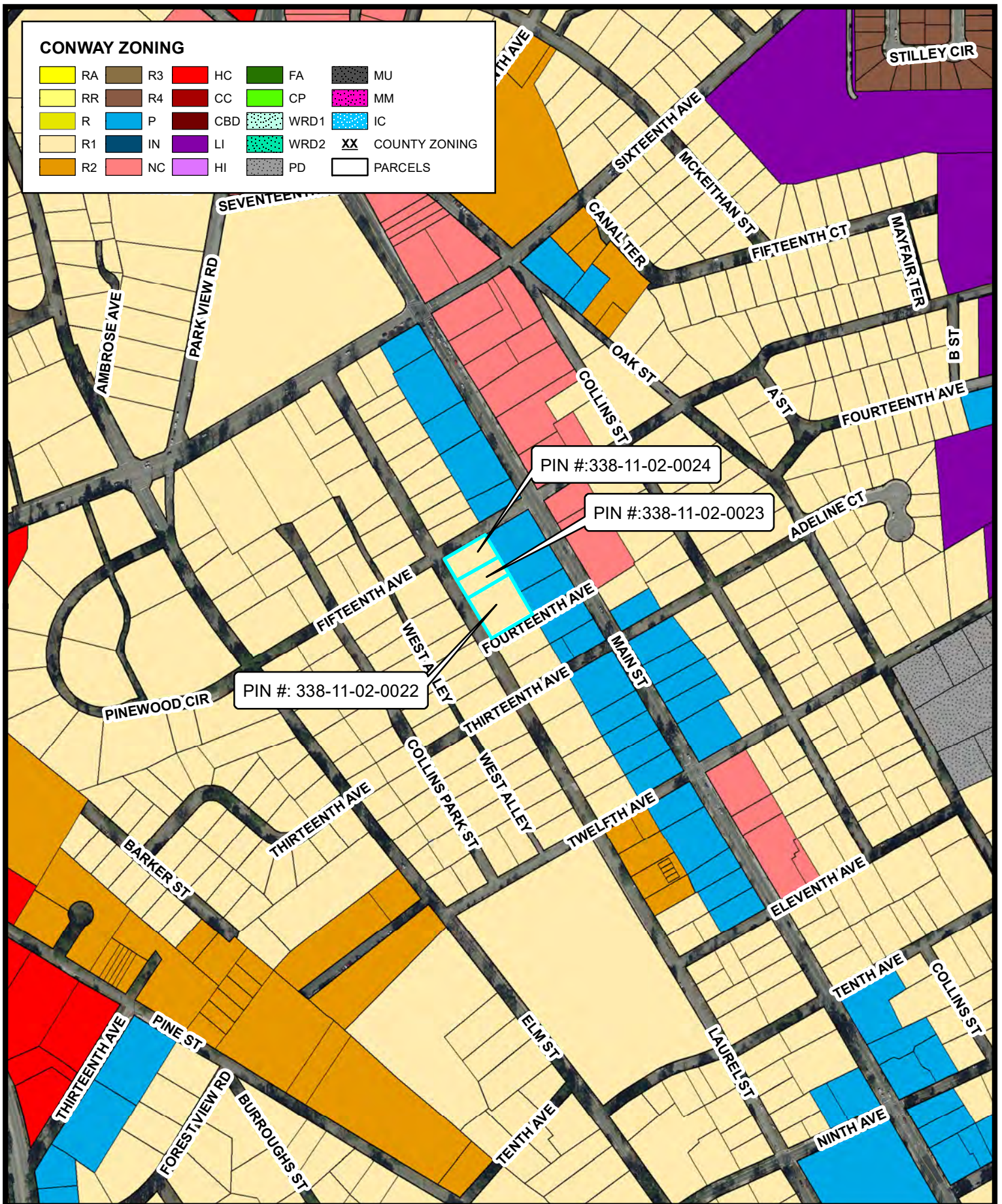
LAUREL ST

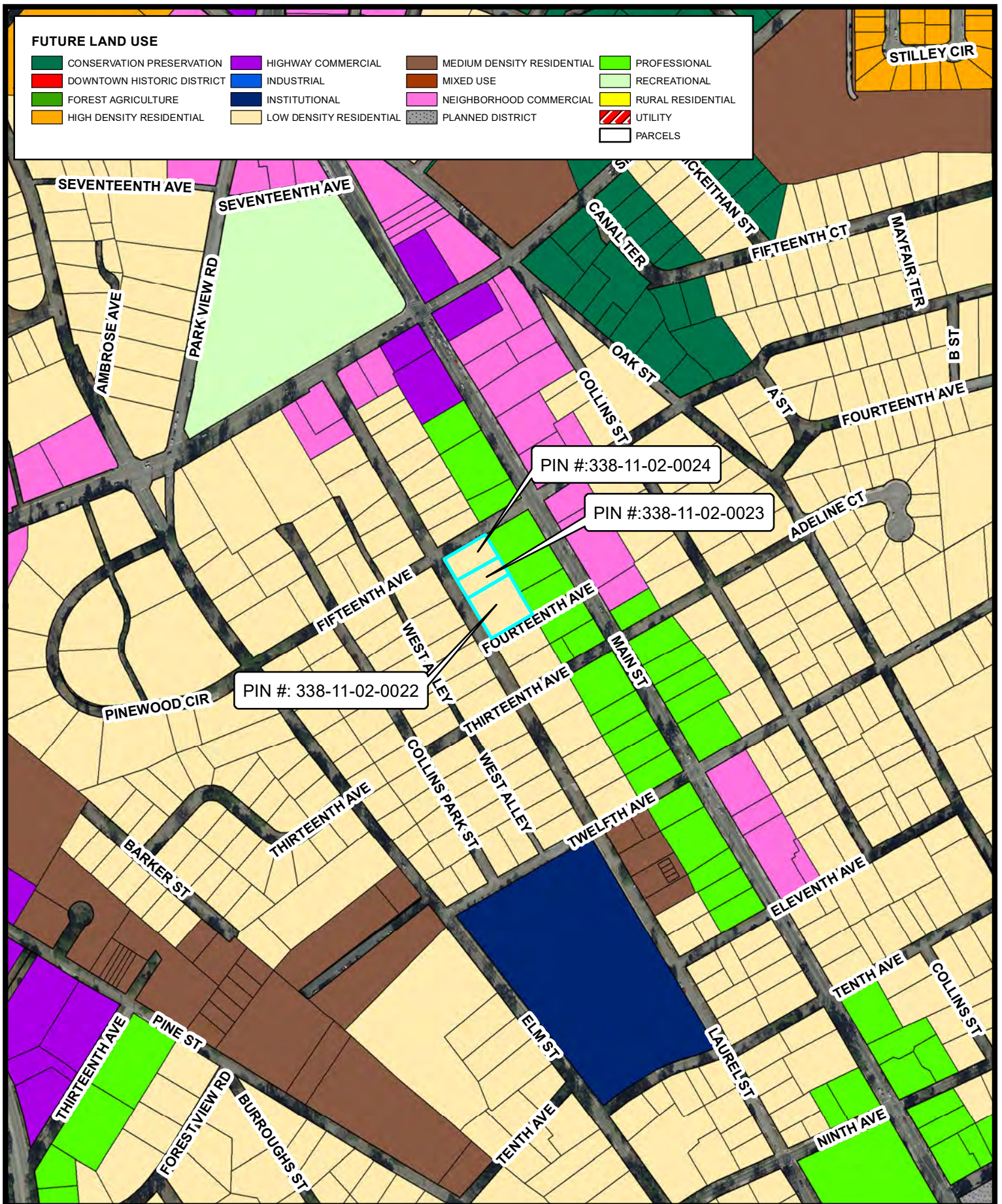
PIN #: 338-11-02-0022

FOURTEENTH AVE






WEST ALLEY

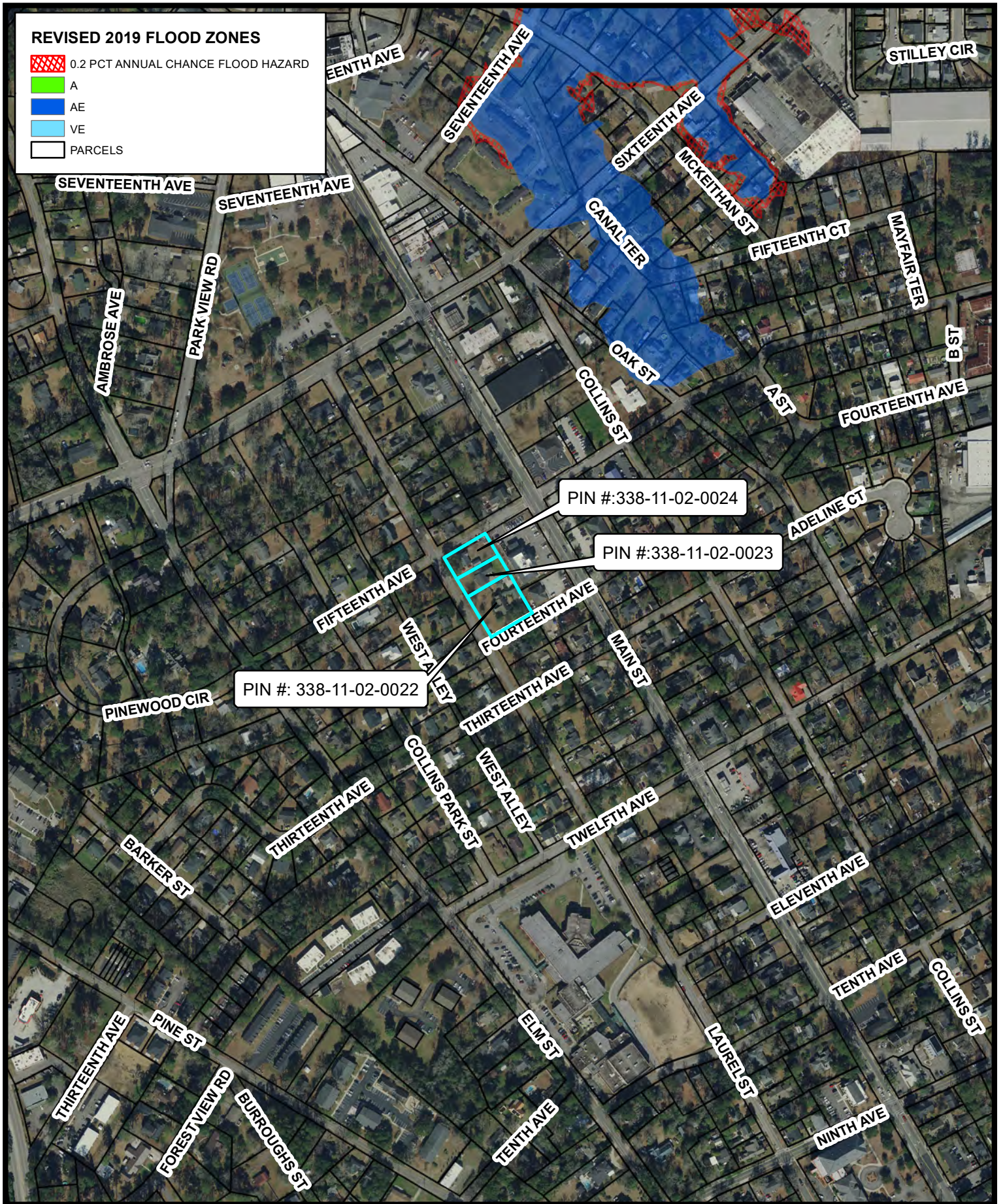






REVISED 2019 FLOOD ZONES

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



From: [Candace Klixbull](#)
To: [Planning](#)
Subject: Planning Meeting - 9/5/2024
Date: Wednesday, August 14, 2024 5:57:09 AM

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I wish to attend the meeting on September 5, 2024, to formally state my objection to the proposed rezoning of 1400 Laurel Street, 1402 Laurel Street, and 1404 Laurel Street.

I would like for my two boys, ages 9 and 11, to attend as well. This will be a valuable experience for them to see and understand this process.

Thank you,
Candace Klixbull
1401 Laurel Street

Gabriel Klixbull (11)
Lucas Klixbull (9)

JOSEPH & ANNETTE CHIANESE

1202 Laurel St
Conway SC 29526
United States
8432831330
JRC41463@GMAIL.COM

August 21, 2024

CITY OF CONWAY PLANNING & DEVELOPMENT DEPARTMENT
P O DRAWER 1075
CONWAY SC 29528

RE: REZONING OF 14000, 1402, 114 LAUREL ST.

As a property owner and city tax payer residing on Laurel Street, I have several issues with this attempt to destroy the residential community of Laurel street.

This is a quiet, peaceful street with light traffic flow during school year and less traffic when school is out, Children, young adults and older adults walk up and down Laurel street daily with little to no worries about traffic. The major traffic seems to flow on Main Street and Elm street in the early mornings and around 5:00 in the evening. The residents do not want additional traffic resulting from the additional parking and office space created in this new zoning request.

This rezoning will result in lower property value and cause young families to look elsewhere when looking for a safe quiet neighborhood for their families. The Mayor of Conway has stated in the last attempt to rezone these 3 lots that she would not allow anyone to destroy the residential neighborhood of Laurel Street. If for some reason you (Planning and zoning) push this through it would be a grave mistake. This would set a precedent in the community to allow anyone that wants to re zone a parcel of property on Laurel street from 5th Ave to 16th. Ave, to use this action and allow them the opportunity to change the zoning and this being a precedent they would obtain their request.

This would cause the reduction in value of all of our homes. Horry County just raise our property value and taxes. In the event someone like me might decide to sell my new home and the appraised value is significantly less than of other streets and less than what the county value stated in 2024 and the CMA also comes out less, we lose money & possible sale but have no recourse but to leave the area and sell for less because of the rezoning to professional instead of residential (R-1) . The city loses tax base because the people on Laurel street will go to the county and show the reduced value raised on sales and CMA's and get a reduction in their property taxes.

This is a safe and quiet street with a few loud cars or trucks and a couple school busses. The developer is pushing the use of 15th ave by additional parking on the side of 1404 Laurel and 15th ave. The owner of the surgery center has purchased a variety of property behind and around the eye care offices. You have allowed the use of the properties without zoning approval and pavement ,without handicap parking ,without striping and not stating how many spaces are required or needed and no landscape buffer. Speaking of buffer it seems your buffer requirements between residential and commercial is missing tall shrubs and or trees and or fencing separating the two.

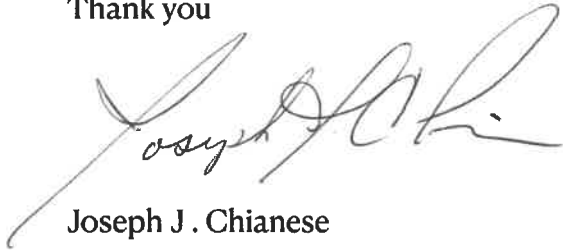
Also the additional of parking lot lighting around the new proposed parking area is an issue for the homeowners adjacent to the property. Where is those using that proposed parking going to exit on to the side streets or Laurel street. Regardless it adds traffic on our street. Homeowners 2 years ago complained about traffic flow and how the added traffic was a safety issue for children and older adults. This is not Goldfinch, Mr. Goldfinch and family lived in the old houses that were converted and when the business grew and they and family members lived across the street of Beaty St. That was along time ago and it does not work today where you destroy a residential community because someone has more money to get what they want. The city also has a tree Protection ordinance that states,

The preservation of trees and natural vegetation is deeply rooted in the history of Conway and is a critical public concern. Few communities attach names and historical significance to

particular trees as Conway does. We do not want the trees compromised because of rich developers.

This rezoning has been in the works for years that is why the doctors purchased those 3 houses and **pushed the owners out** so they could get what they wanted. We the residents of Laurel street request this request be squashed and to never come up again and the doctors sell the homes and start using the properties they purchased on or around Main Street bring them up to compliance to planning and zoning regulations and if needed add a **walk don't walk** electric sign and pay the city for the cross walk not destroy our neighborhood.

Thank you

A handwritten signature in black ink, appearing to read "Joseph J. Chianese". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

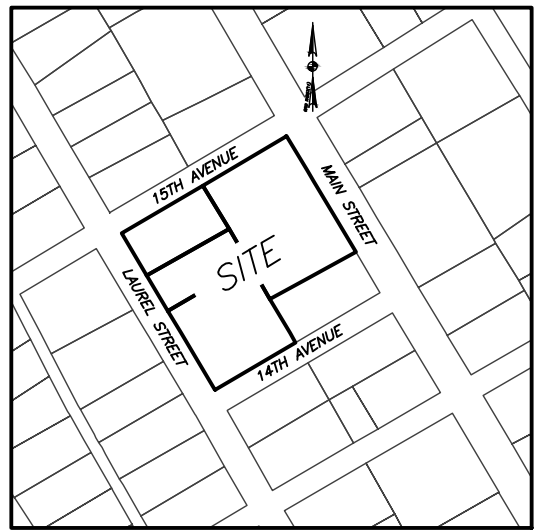
Joseph J . Chianese

From: [Joseph Chianese](#)
To: [Planning](#)
Subject: Laurel St
Date: Thursday, August 22, 2024 12:14:31 PM

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Please add me to your list of people that have objections to the rezoning of Laural St.

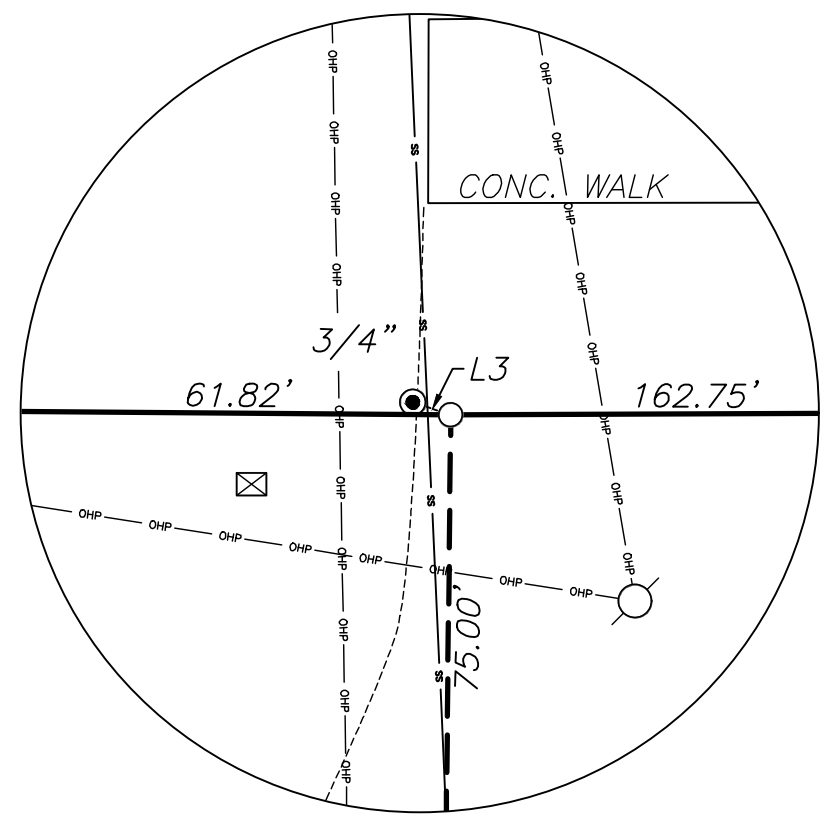
Thank you
Joseph J. Chianese



VICINITY MAP
(NOT TO SCALE)

LEGEND

- ELECTRIC BOX
- FIRE HYDRANT
- GRATE INLET
- GAS VALVE
- IRON PIPE FOUND
- IRON REBAR FOUND
- LIGHT POLE
- MAIL BOX
- POST
- POWER POLE
- STORM DRAINAGE MANHOLE
- SIGN
- SANITARY MANHOLE
- TELEPHONE BOX
- WATER METER
- WATER VALVE
- WATER VALVE MARKER
- IRON REBAR SET

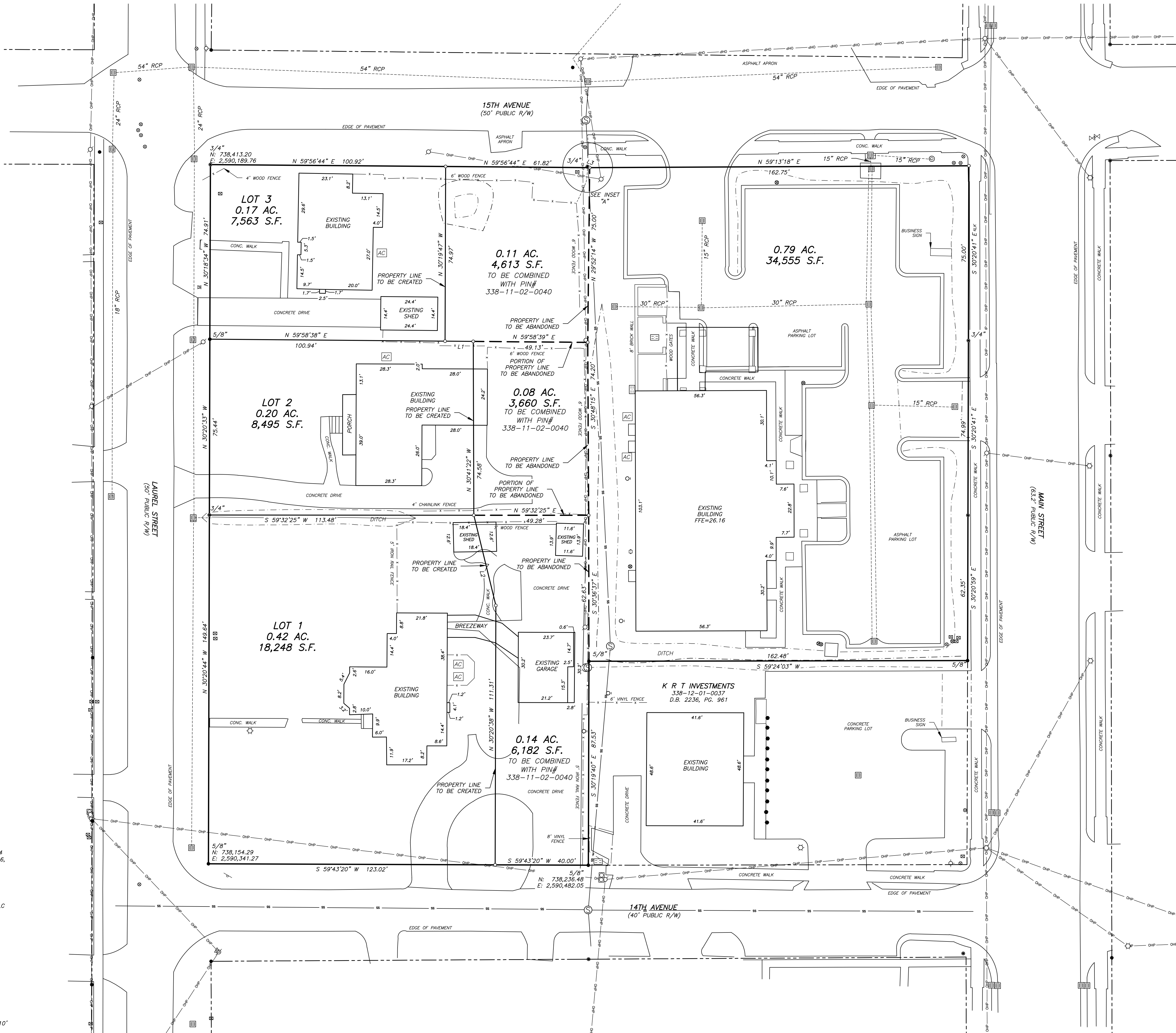


INSET "A"
(NOT TO SCALE)

NOTES:

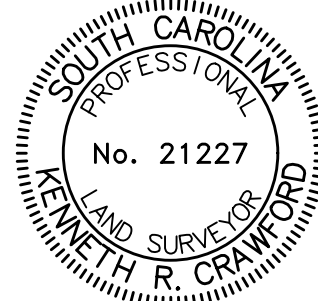
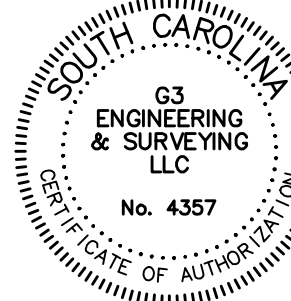
- TAX MAP NO. (PARENT TRACT): 338-11-02-0040, -0022, -0023, & -0024
- ACCORDING TO F.I.R.M. MAP NO. 45051C, PANEL 0531K, DATED DECEMBER 16, 2021, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE X.
- ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- A TITLE SEARCH WAS NOT PERFORMED BY G3 ENGINEERING & SURVEYING, LLC AT THE TIME OF THIS SURVEY.
- THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- DEED REFERENCE: D.B. 1735, PG. 849; D.B. 4273, PG. 778; D.B. 4293, PG. 1935; D.B. 4266, PG. 3157
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AN ELEMENT OF THIS SURVEY. NO STATEMENT IS MADE REGARDING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTINGENCIES THAT MAY AFFECT THE USE OF THIS PROPERTY.
- THERE ARE NO HORIZONTAL CONTROL MONUMENTS ON THE UNITED STATES FOR STATE AGENCY SURVEY SYSTEMS LOCATED WITHIN 2000 FEET OF THE SUBJECT PROPERTY.
- CURRENT OWNER: VP INVESTMENTS OF CONWAY, LLC
ADDRESS: 1406 MAIN STREET
CONWAY, SC 29526
- CURRENT ZONING: P & R-1
(P) FRONT=20', REAR=15', SIDES=10'
(R-1) FRONT=20', REAR=20', SIDES=10'
- BUILDING SETBACKS ARE AS FOLLOWS: (P) FRONT=20', REAR=15', SIDES=10'
(R-1) FRONT=20', REAR=20', SIDES=10'

THIS PLAT AND ALL REPRODUCIBLE COPIES OF THIS PLAT ARE THE PROPERTY OF G3 ENGINEERING & SURVEYING, LLC. REPRODUCTION OF THIS PLAT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF G3 ENGINEERING & SURVEYING, LLC. UNLESS THIS PLAT IS A MATTER OF PUBLIC RECORD, ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



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

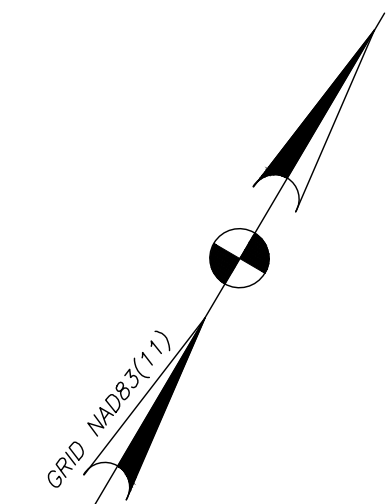
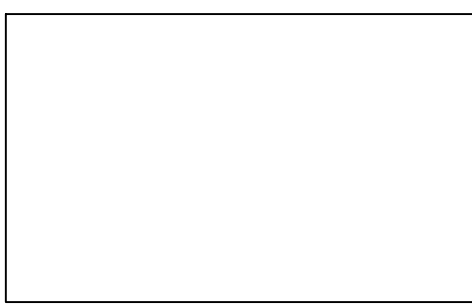
KENNETH R. CRAWFORD
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 21227



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.

SIGNATURE: _____ DATE: _____
VP INVESTMENTS OF CONWAY, LLC REPRESENTATIVE

PRINT NAME: _____



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 59°58'39" W	12.09'
L2	N 44°11'40" W	39.86'
L3	S 77°56'53" W	1.07'

SUBDIVISION & RECOMBINATION
PLAT OF
VAUGHT EYE ASSOCIATES
PINS #338-11-02-0040
#338-11-02-0022
#338-11-02-0023
#338-11-02-0024
PREPARED FOR
VP INVESTMENTS OF CONWAY, LLC.

CITY OF CONWAY
HORRY COUNTY SOUTH CAROLINA

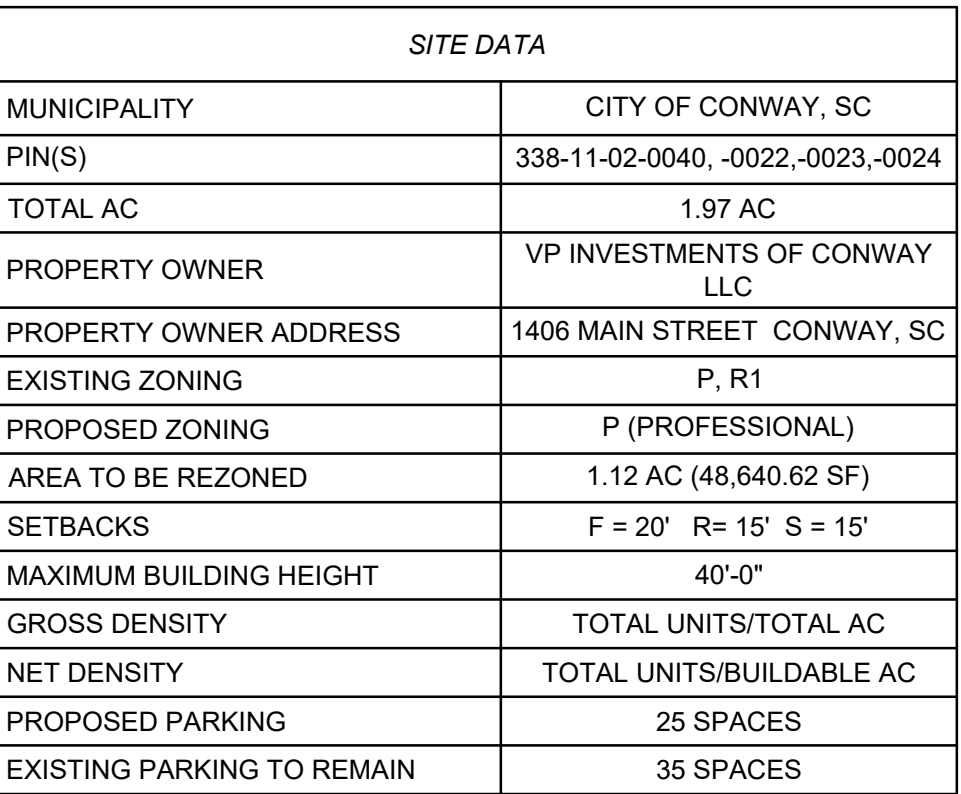
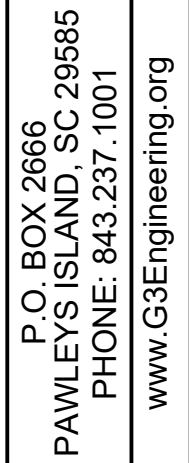
20 10 0 20 40
SURVEYED AND MAPPED BY



G3 ENGINEERING & SURVEYING
P.O. BOX 2666
PAWLEYS ISLAND, SC 29585
PHONE: 843.237.1001

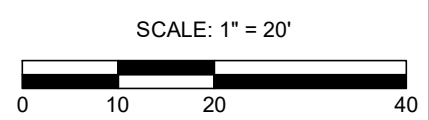
SCALE: 1" = 20'
FILE: 24042MB
FIELD DATE: 04/29/24
PLAT DATE: 07/16/24
DRAWN BY: CJC
REVIEWED BY: JDW
APPROVED BY: KRC
PARTY CHIEF: JLY

FILE PATH: K:\24042MB - VAUGHT EYE ASSOCIATES\DRAWINGS\BOUNDARY

[illegible]

HORRY COUNTY, CONWAY, SOUTH CAROLINA

CONCEPTUAL SITE PLAN



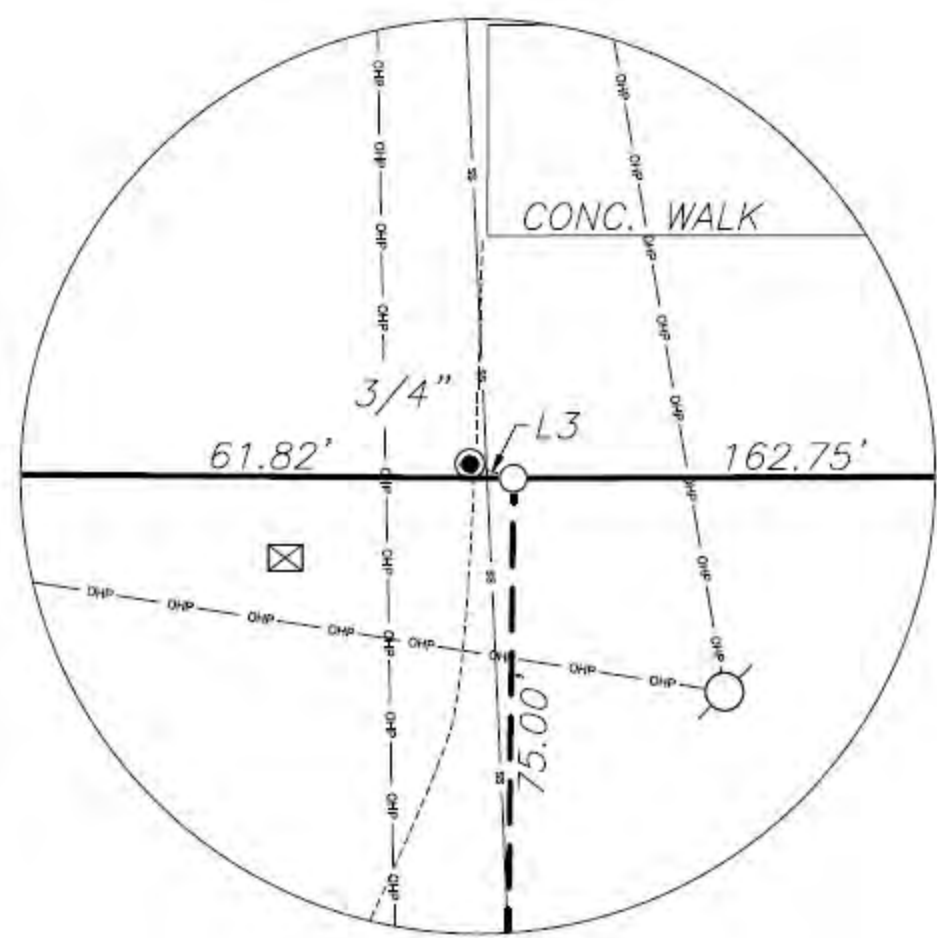
SHEET **L1.0**



VICINITY MAP
(NOT TO SCALE)

LEGEND

- ELECTRIC BOX
- FIRE HYDRANT
- GRATE INLET
- GAS VALVE
- IRON PIPE FOUND
- IRON REBAR FOUND
- LIGHT POLE
- MAIL BOX
- POST
- POWER POLE
- STORM DRAINAGE MANHOLE
- SIGN
- SANITARY MANHOLE
- TELEPHONE BOX
- WATER METER
- WATER VALVE
- WATER VALVE MARKER
- IRON REBAR SET

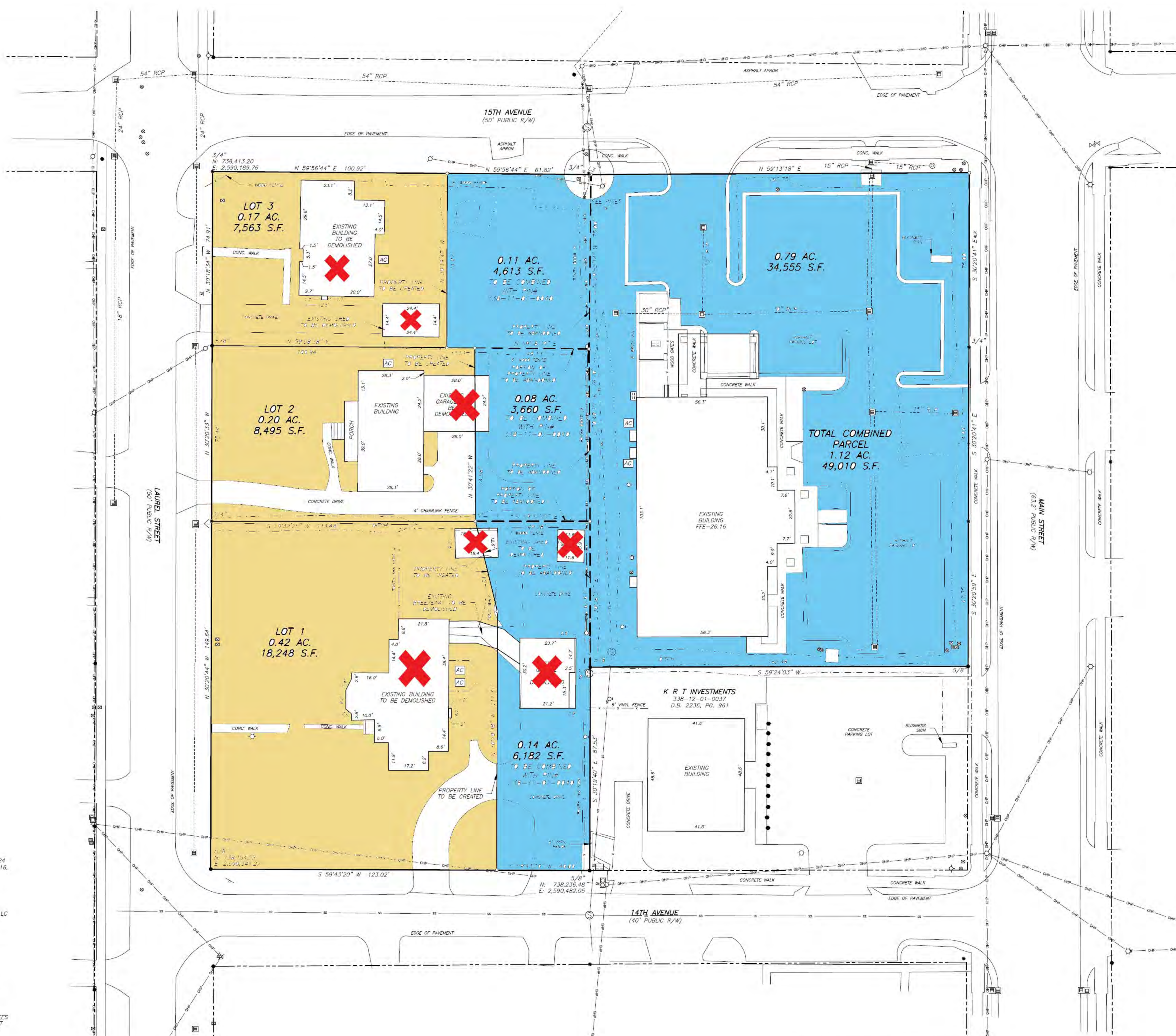


INSET "A"
(NOT TO SCALE)

NOTES:

- TAX MAP NO. (PARENT TRACT): 338-11-02-0040, -0022, -0023, & -0024
- ACCORDING TO F.I.R.M. MAP NO. 45051C, PANEL 0531K, DATED DECEMBER 16, 2021, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE X.
- ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- A TITLE SEARCH WAS NOT PERFORMED BY G3 ENGINEERING & SURVEYING, LLC AT THE TIME OF THIS SURVEY.
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- CURRENT OWNER: VP INVESTMENTS OF CONWAY, LLC
ADDRESS: 1406 MAIN STREET
CONWAY, SC 29526
- PER THE TREE PRESERVATION ORDINANCE, NO PROTECTED OR LANDMARK TREES SHALL BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY ARBORIST AND THE ISSUANCE OF A TREE REMOVAL PERMIT BY THE CITY OF CONWAY.

THIS PLAT AND ALL REPRODUCIBLE COPIES OF THIS PLAT ARE THE PROPERTY OF G3 ENGINEERING & SURVEYING, LLC. REPRODUCTION OF THIS PLAT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF G3 ENGINEERING & SURVEYING, LLC. UNLESS THIS PLAT IS A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



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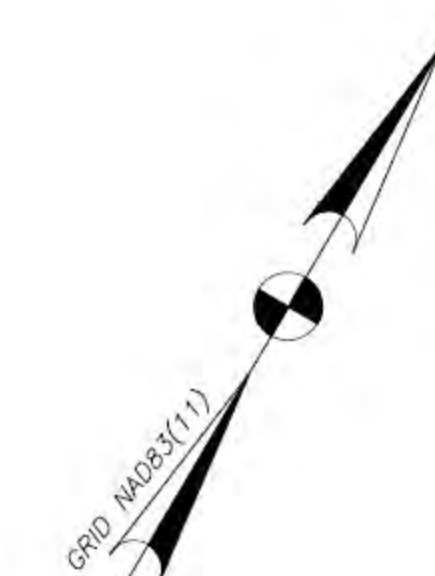
KENNETH R. CRAWFORD
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 21227



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SIGNATURE: _____ DATE: _____
VP INVESTMENTS OF CONWAY LLC REPRESENTATIVE

PRINT NAME: _____



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SUBDIVISION & RECOMBINATION
PLAT OF
VAUGHT EYE ASSOCIATES
PINS #338-11-02-0040
#338-11-02-0022
#338-11-02-0023
#338-11-02-0024

PREPARED FOR
VP INVESTMENTS OF CONWAY, LLC.

CITY OF CONWAY
HORRY COUNTY SOUTH CAROLINA

20 10 0 20 40
SURVEYED AND MAPED BY



P.O. BOX 2666
PAWLEYS ISLAND, SC 29585
PHONE: 843.237.1001

SCALE: 1" = 20'
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FIELD DATE: 04/28/24
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REVIEWED BY: JMW
APPROVED BY: KRC
PARTY CHIEF: JLY
FILE PATH: \\24042MB - VAUGHT EYE ASSOCIATES\DRAWINGS\BOUNDARY

1. PER CITY OF CONWAY COMMENTS
NO. REVISION
CJC 08/08/24
BY DATE



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
Staff: _____

City of Conway Planning Department
206 Laurel Street, 29526

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

FAX: (843) 488-9890
www.cityofconway.com

Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. R-1 rezoning requests will not be charged a fee. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 1400, 1402 & 1404 Laurel Street FEE PAID ☒ YES ☐ NO

AREA OF SUBJECT PROPERTY (ACREAGE): See Details Below TMS #: See Details Below

CURRENT ZONING CLASSIFICATION: R1 Requesting a Future Land Use Amendment
COMPREHENSIVE PLAN 2035 FUTURE LAND USE Low Density Residential

REQUESTED ZONING CLASSIFICATION: P

NAME OF PROPERTY OWNER(S):

VP Investments of Conway, LLC PHONE # 843-997-4142

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

1406 Main Street

Conway, SC

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct and there are no covenants or deed restrictions in place that would prohibit this request.

James M. Vaughn
PROPERTY OWNER'S SIGNATURE(S)

7-16-24
DATE

CA
PROPERTY OWNER'S SIGNATURE(S)

7-17-24
DATE

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

DETAILS OF REZONING

1400 Laurel Street
PIN: 338-11-02-0022
Area Acreage: 0.14 ac

1402 Laurel Street
PIN: 338-11-02-0023
Area Acreage: 0.08 ac

1404 Laurel Street
PIN: 338-11-02-0024
Area Acreage: 0.11 ac

DATE: SEPTEMBER 3, 2024
ITEM: V.D.

ISSUE:

Discussion of a proposed annexation of 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 will hold the required public hearing on the request at their September 5th meeting, and staff will forward their recommendation to you at first reading of said item.

ATTACHMENTS:

Application;
GIS Maps



Legend

 PARCELS

PIN #: 399-01-04-0010

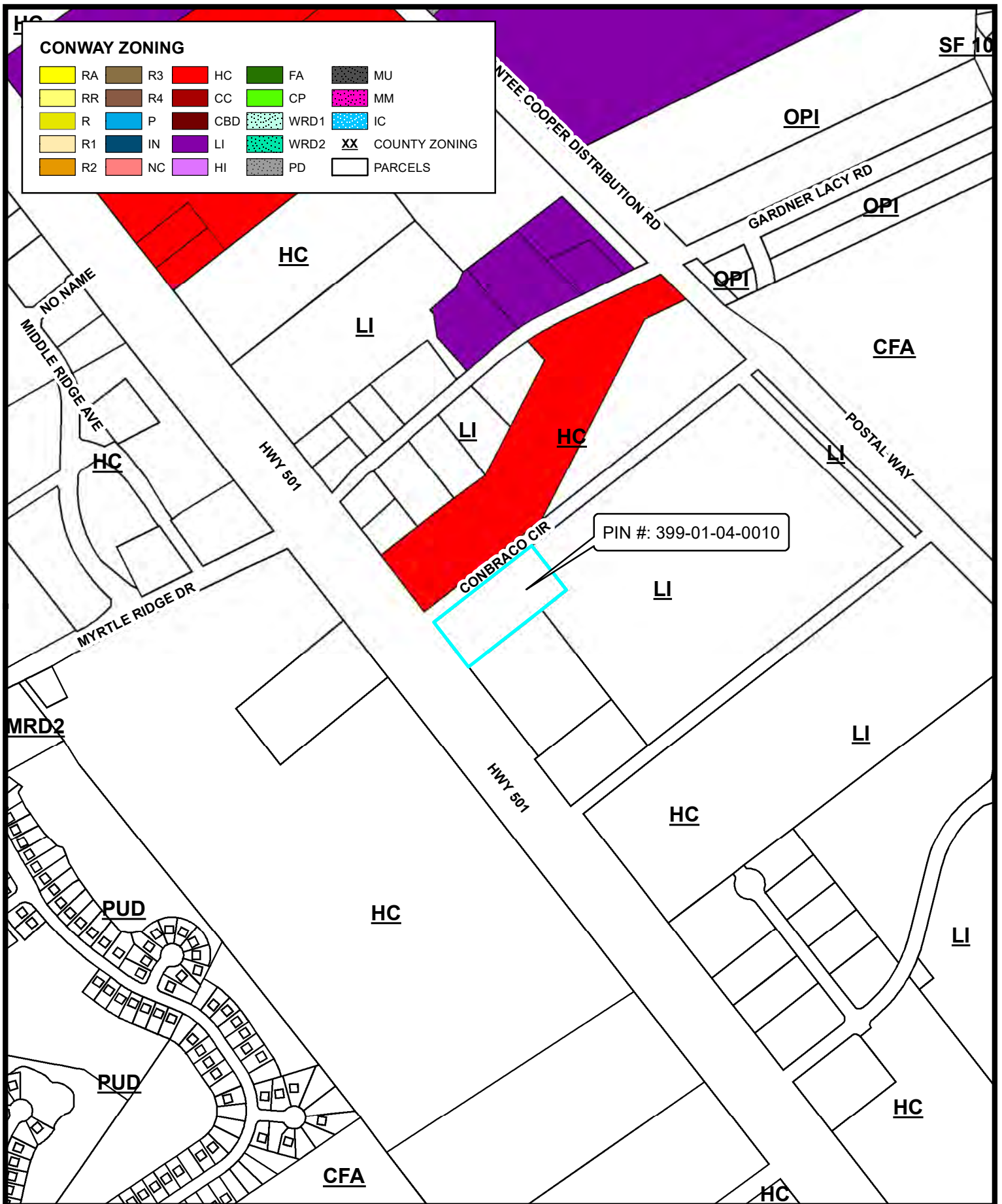
MYRTLE BEACH NATIONAL GC

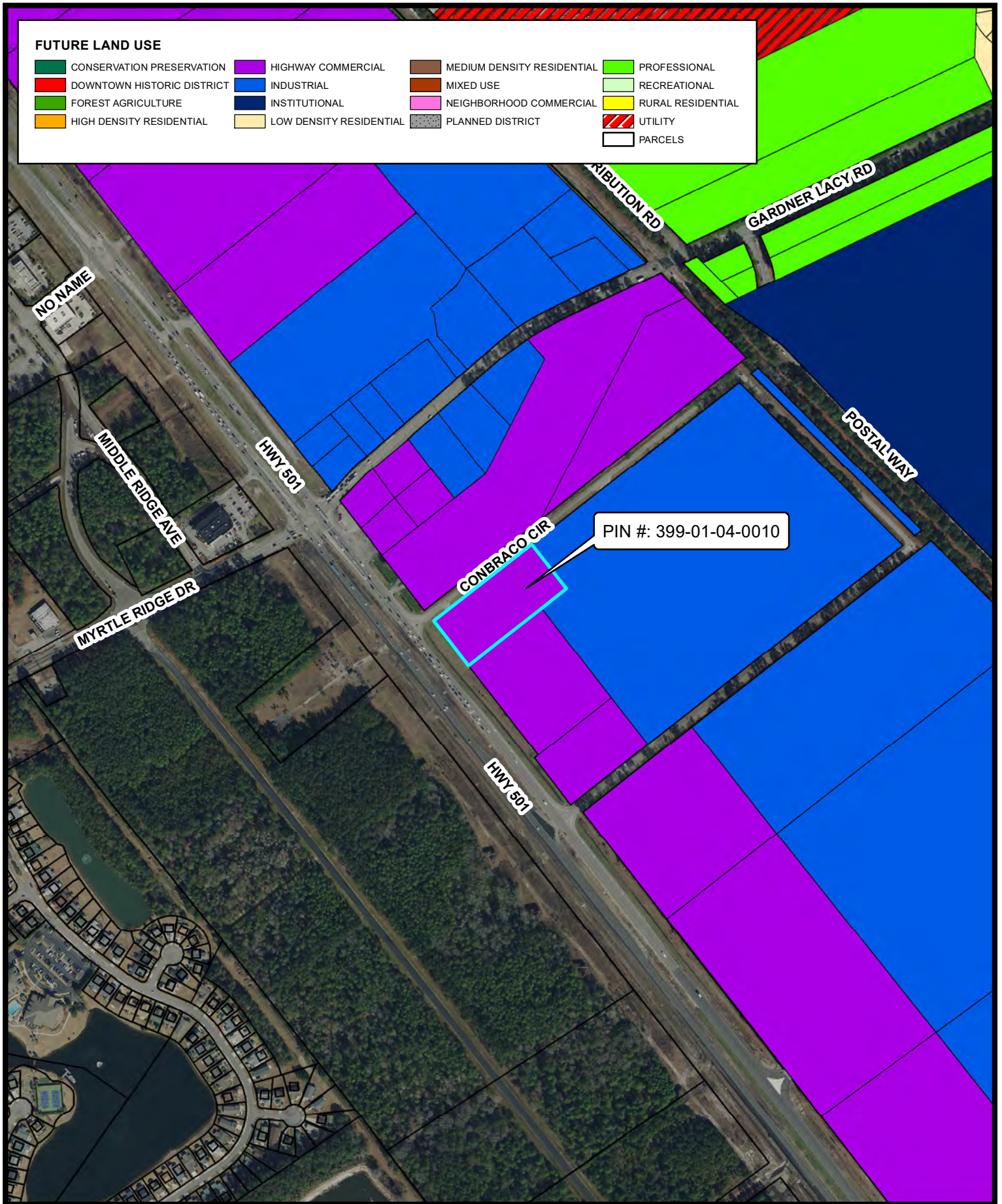
CONBRACO CIR

HWY 501






HWY 501

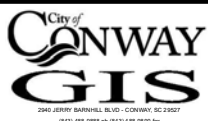






REVISED 2019 FLOOD ZONES

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



Instrument#: 2008000035218, DEED BK:
3321 PG: 881 DOCTYPE: 082 03/17/2008 at
10:24:39 AM, 1 OF 2 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

RESTRICTIVE COVENANT

KNOW ALL ME BY THESE PRESENTS, that, (I, we) LYNLAD REALTY, LLC (Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway. The property/parcel is situated outside the corporate limits of the City Of Conway. The property/parcel is identified in the records of the Assessor of Horry County as Tax Map 1620001175 and is physically located at 4908 Highway 501 Myrtle Beach SC 29579. The above referenced property was conveyed by deed to the Grantor and recorded in the Office of the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 3318 at Page 1917.

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

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

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

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

IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

11th day of March 2008.

SIGNED, SEALED AND DELIVERED by:

Grantor in the presents of:

[Signature]
Witness

[Signature]
Witness

[Signature]
Grantor Name

Grantor Name

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
)
)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

[Signature]
Witness

SWORN TO BEFORE ME THIS 11th
DAY OF MARCH, 2008

[Signature]
MASSACHUSETTS
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: April 14, 2011



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@Lynnma006.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-0062114
(Print)

LYN-0062114 mgr
(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.

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: 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] 8/3/24
PROPERTY OWNER'S SIGNATURE(S) DATE

PROPERTY OWNER'S SIGNATURE(S) DATE

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

ISSUE:

First Reading (*by title only*) 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 first reading *by title only* of the 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 will be held at the September 5th Planning Commission meeting. The second public hearing has been advertised to occur at second reading of the proposed development agreement, at the September 16th Council meeting.

Main sections to be contained within the agreement:

1. INCORPORATION.
2. DEFINITIONS.
3. TERM.
4. DEVELOPMENT OF PROPERTY.
5. VESTED RIGHTS.
6. CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.
7. DEVELOPMENT SCHEDULE.
8. EFFECT OF FUTURE LAWS.

9. INFRASTRUCTURE AND SERVICES.
10. IMPACT FEES.
11. ADDITIONAL OBLIGATIONS AND PUBLIC BENEFITS.
12. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.
13. COMPLIANCE REVIEWS.
14. DEFAULTS.
15. MODIFICATION OF AGREEMENT.
16. RESTRICTIVE COVENANTS.
17. NOTICES.
18. GENERAL.
19. DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED.
20. STATEMENT OF REQUIRED PROVISIONS.

EXHIBITS:

EXHIBIT “A”: Description of Creekside Homes, LLC property; Description of Lennar Carolinas, LLC property; Description of Realstar Homes, LLC property; Description of D.R. Horton, Inc. property

EXHIBIT “B”: South Carolina Local Government Development Agreement Act, SC Code of Laws § 6-31-10 through 6-31-160

EXHIBIT “C”: Description of Property

EXHIBIT “D”: Master Site Plan

EXHIBIT “E”: Development Schedule

PLANNING COMMISSION:

Planning Commission is scheduled to consider the request at their September 5th meeting, as well as hold the first of the two required public hearings.

RECOMMENDATION:

Approve first reading by title only of Ordinance #ZA2024-09-16 (A).

Attachments:

Draft of proposed (draft includes staff edits) Development Agreement;
Master Site Plan

ORDINANCE #ZA2024-09-16 (A)

AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT 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,** Conway City Council feels it is in the best interest of the City to enter into a Development Agreement with Collins Jolly Holding Co., LLC; and
- WHEREAS,** the Development Agreement is in reference to the Collins Jollie Conservation Subdivision, consisting of approximately 809 +/- acres of land; 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, and Planning Commission has recommended approval of the Development Agreement; and
- WHEREAS,** the Development Agreement, as proposed, is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it
- ORDAINED** that the Development Agreement between 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: _____

Final Reading: _____

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“*Agreement*”) is and entered this ____ day of _____, 2024, by and between **COLLINS JOLLY KING 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 and corporate entity under the laws of the State of South Carolina (“*City*”).

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

WHEREAS, the 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 "B.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 B”**.

“**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 PD and this Agreement.

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

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

“**Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States**” means those areas identified by the United States Army Corps of Engineers (“**Corps**”) and/or the South Carolina Department of Health and Environmental Control (“**DHEC**”) or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DHEC.

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

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

“Owners Association” means a legal entity formed by Developer or its successors pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee, 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; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

(B) **Assignment of Development Rights and Obligations.** The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld 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 “D 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 dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or one of more Owners Association, as appropriate, and will not be accepted or maintained by the City, with the specific exception of those retention ponds, ditches and other stormwater retention and treatment areas located on property conveyed to the City by the Developer, for which the Developer will retain an easement for transmission of stormwater, but upon which the City will exclusively maintain.

Staff comment: not applicable to easements labeled as private.

(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 “C 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, ~~as existing on the Effective Date of this Agreement~~ **that is in effect at the time of plan submittal**, ~~and continuing throughout the term of this Agreement, provided, however, that~~ **The** Developer’s obligation to deliver a tree survey shall be limited to those ~~protected trees in excess of 6” DBH~~ **that are defined as being protected and/or landmark trees, per the City of Conway Tree Preservation Ordinance**, and such tree survey ~~shall be due for submission with subdivision approval and not prior to that time~~ **depict the location, specimen of such tree(s), and D.B.H. of all protected and/or landmark trees per the Tree Preservation Ordinance, to be submitted for each tract or parcel identified as being with 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 sidewalks** and street trees, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective one or more subdivisions within the Property is completed. In the event the installation of such sidewalk is delayed beyond completion of the corresponding subdivision portion of the Property, then, in such event the sidewalk shall be bonded for completion, in accordance with the bonding requirements of the City.

Staff comment: sidewalks are required internal to the development, but outside the project, along Collins Jollie Rd, in lieu of sidewalks, soft paths were approved and must be identified somewhere in this document.

(B) As a requirement, the installation of at least One (1) or more new sewer pump stations on the Property, in order to provide sufficient capacity as necessary for the proposed development of the Project. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water & Sewer Authority (“**GSWSA**”), or such other agency then providing sanitary sewer service to the Property.

(C) Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property. All stormwater shall be designed to meet or exceed the City’s Stormwater Ordinance that is in effect at the time of plan submittal.

(D) All wetlands, as depicted on the Master Site Plan, **as amended from time to time**, shall be protected, in the following manner: *(staff comment: are you referring to the Master Plan as being amended from time to time or the wetlands?)*

- (i) As to wetlands located within any subdivision of the Property as shown on the Master Site Plan, **as amended from time to time**, such wetlands shall be subjected to restrictive covenants for the benefit of 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 open spaces within such subdivision, and such restrictive covenants shall be recorded simultaneously with the recording of the subdivision plat. **In addition, not later than One (1) year following the recording of such subdivision plat, the wetlands depicted on such plat shall be conveyed to the Owners Association having jurisdiction over the respective subdivision as open space.** Notwithstanding such conveyance the same shall continue to apply to any open space calculations required under the Code of Ordinances.

*Staff comment: The conservation areas, including wetlands, must be recorded and conveyed (conservation easements in favor of city) **prior** to any plat approvals.*

Staff comments: Here's what the previous DA (approved but never recorded) stated – and which encapsulated the reason for which the DA was being proposed:

- *Major wetland bodies will not be subdivided into the individual submission phases, as preservation of these bodies must be allowed to be shared as part of the requirements for each phase. The major wetland bodies will be retained by the Master Developer, who will place these lands under a conservation easement to be maintained by an approved entity such as North American Land Trust, Ducks Unlimited, or the City. These lands will be preserved in perpetuity by said entity. These major tracts will be placed in said easements upon completion of development of the tract or prior to the termination of this agreement, whichever shall first occur.*
- *Wetlands contained within individual development phases will be incorporated into the common area of each of said phases, with these common areas to be maintained by the phase Property Owner's Association. Platting of these areas will be accomplished as part of the overall phased subdivision plat.*

(ii) As to wetlands within the Property which are not located within any subdivision of the Property, as shown on the Master Site Plan, **as the same may be amended from time to time**, the same shall be retained by Developer until such time as Developer has subjected the same to an instrument of permanent protection, in favor of the City, in a form approved by the City, to be placed upon and encumbering the wetlands not located within any subdivision of the Property, recorded in the public records of Horry County, South Carolina, **on or before date which is Two (2) years following the date of this Agreement.** Following the recording of such instrument of permanent 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 protection, in favor of the City. *Staff comment: this needs clarification.*

(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 stormwater 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 ~~the AE~~ a Flood Zone shall be improved with Residential Units, or parking improvements to accommodate Residential Units. The intent of this provision is to ensure 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 stormwater.

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 "C 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
101 Third Avenue
Conway, SC 29526
Attention: City Manager

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 ~~Zoning~~ **Development** Director **and/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]

DRAFT

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: _____

WITNESSES: **CITY OF CONWAY**

By: _____
Name: _____
Title: _____

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.

109

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

By: _____

Name: _____

Title: _____

Name: _____

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]

DRAFT

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

By: _____

Name: _____

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]

DRAFT

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

By: _____

Name: _____

Title: _____

Name: _____

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]

DRAFT

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: _____

Name: _____

By: _____

Name: _____

Title: _____

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]

DRAFT

EXHIBIT “A **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]

DRAFT

EXHIBIT “B C”

Description of Property

[TO BE ATTACHED]

DRAFT

EXHIBIT “C **D”**

Master Site Plan

[TO BE ATTACHED]

DRAFT

EXHIBIT “D 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.		

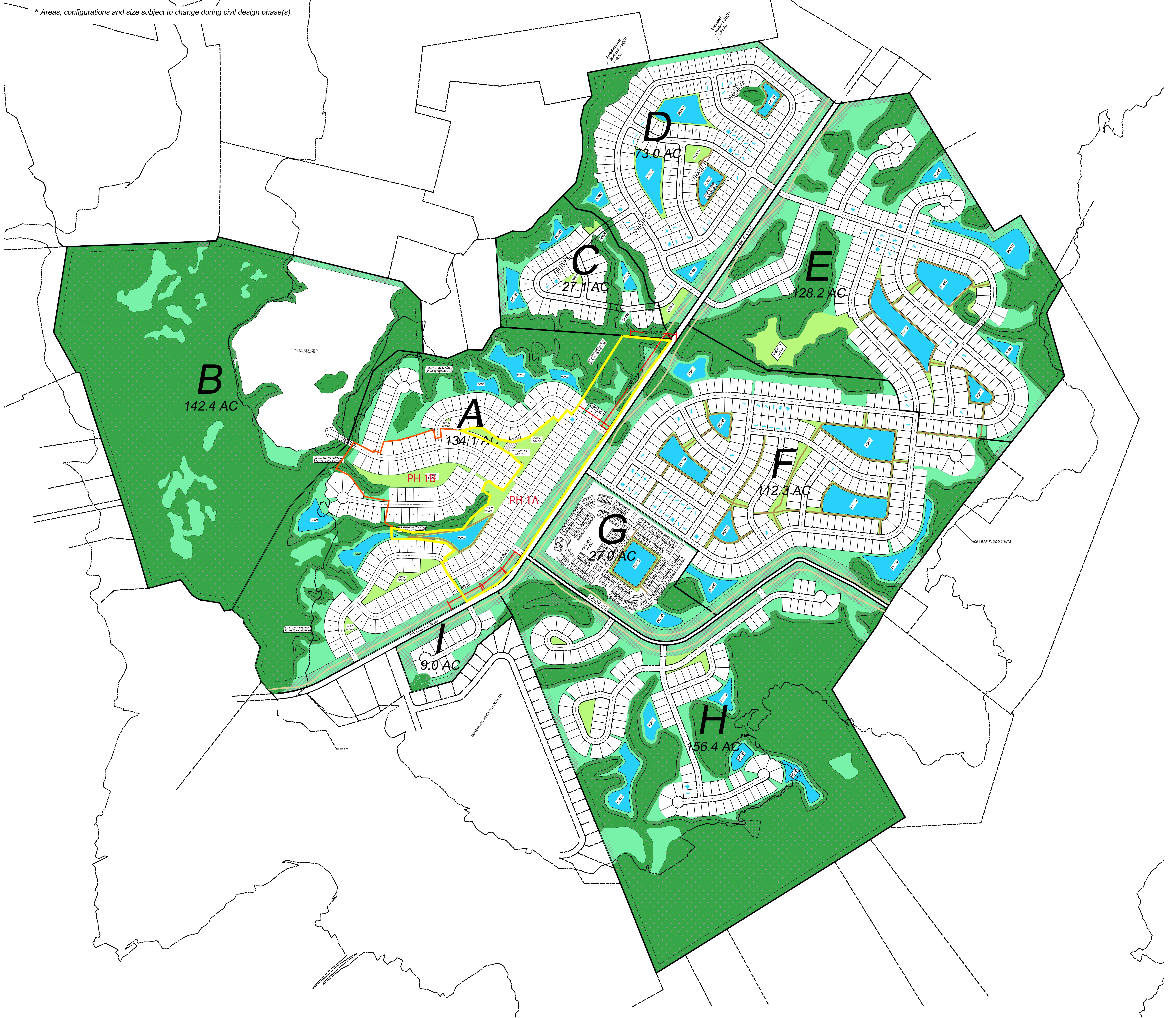
* Areas, configurations and size subject to change during civil design phase(s).

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%

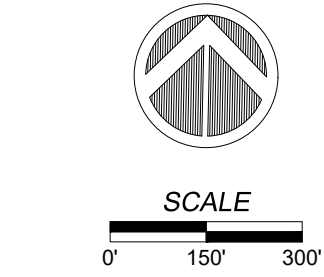


VICINITY MAP



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
1208 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	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
3	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
4	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
5	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
6	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
7	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
8	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
9	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW
10	5/16/2019	REVISION TO INCLUDE CHART INFORMATION	JHW

CONSERVATION SUBDIVISION ZONING PLAN

SCALE	1" = 300'
DATE	5/16/2019
DESIGNED BY	JHW
DRAWN BY	JHW
APPROV BY	JHW
PROJECT NO.	18019
FILE NO.	1

ISSUE:

First Reading (by title only) 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, staff recommends that it be contingent upon the inclusion of 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 will be 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.

PLANNING COMMISSION:

Planning Commission is scheduled to consider the request at their September 5th meeting, as well as hold the first of the two required public hearings.

RECOMMENDATION:

Approve first reading *by title only* of **Ordinance #ZA2024-09-16 (B).**

Attachments:

Draft of proposed (draft includes staff edits) 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, 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: _____

Final Reading: _____

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]

DRAFT

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: _____

Title : _____

Name: _____

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: _____

ISSUE:

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) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

On August 27th, the applicant went to the City's Water Dept. to apply for water services on the subject property. The applicant was informed at that time that because the property is contiguous to property in the City limits, they would have to request annexation. Upon review of the property, staff noticed that per County land records, there were permits pending for the subject property. The only thing holding up permit issuance at that point was the requirement for the applicant to provide proof that City utilities would be connected. The permit was applied for at Horry County on February 27, 2024. The use specified on the permit was for a new auto shop. At the time the permit was applied for at the county, the subject property was NOT contiguous. However, the adjacent parcel, the Founders National Golf property, was currently going through the annexation process and had received First Reading on February 19th. Final Reading occurred on March 18th, subsequently making this parcel contiguous to City limits. As such, staff has informed the County that no permits may be issued for the property, as it must apply for annexation, and have requested that the permit information be forwarded to the City for review.

Surrounding uses/Zoning Districts:

The property abuts parcels zoned City of Conway City of Conway Highway Commercial (HC) and Horry County Highway Commercial (HC) and Horry County Limited Industrial (LI). Adjacent uses include the property containing the former entrance road for the MB National Golf Course, a gas station (fronting Hwy 501), Southern Sun Awnings, and Domino's Pizza is located across Gardner Lacy Rd.

The zoning designation applied for on the annexation and rezoning paperwork is the Highway Commercial (HC) district.

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.*

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:

Staff will advertise the request for a public hearing to be held at the October 3rd Planning Commission meeting. Their recommendation will be forwarded to Council with Final Reading of the Ordinance.

STAFF RECOMMENDATION:

The applicant has currently had to put their plans on hold while all information relative to the property is being transferred from the County to the City. Even if plans are received, reviewed, and approved by the City expeditiously, no permits can be issued until the property has been annexed, which because it will involve a zoning map amendment to zone the property Highway Commercial upon annexation, Planning Commission must provide a recommendation before Final Reading can occur. In years past, properties in similar situations were permitted to proceed with permitting at the County and Final Reading was delayed until all County inspections have occurred. Staff does not recommend this option. However, staff does recommend approval of the annexation request, as it is within the City's water service area and surrounding properties have recently been annexed into the City.

ATTACHMENTS:

Application; GIS Maps

ORDINANCE #ZA2024-09-16 (C)

**AN ORDINANCE TO ANNEX APPROXIMATELY 1.43 ACRES OF PROPERTY
LOCATED AT 104 GARDNER LACY RD (PIN 399-01-04-0006), AND REQUEST TO
REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT
TO THE CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.**

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

SECTION 1. FINDINGS:

A petition has been submitted to the City Council of the City of Conway to annex approximately 1.43 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 1.43 acres of property located at 104 Gardner Lacy Rd (PIN 399-01-04-0006), and request to rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

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

SECTION 2. APPLICATION OF ZONING ORDINANCE:

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

SECTION 3. EFFECTIVE DATE:

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

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

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

Barbara Jo Blain, 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

PIN #: 399-01-04-0006

MYRTLE BEACH NAIONAL GC

CONBRACO CIR



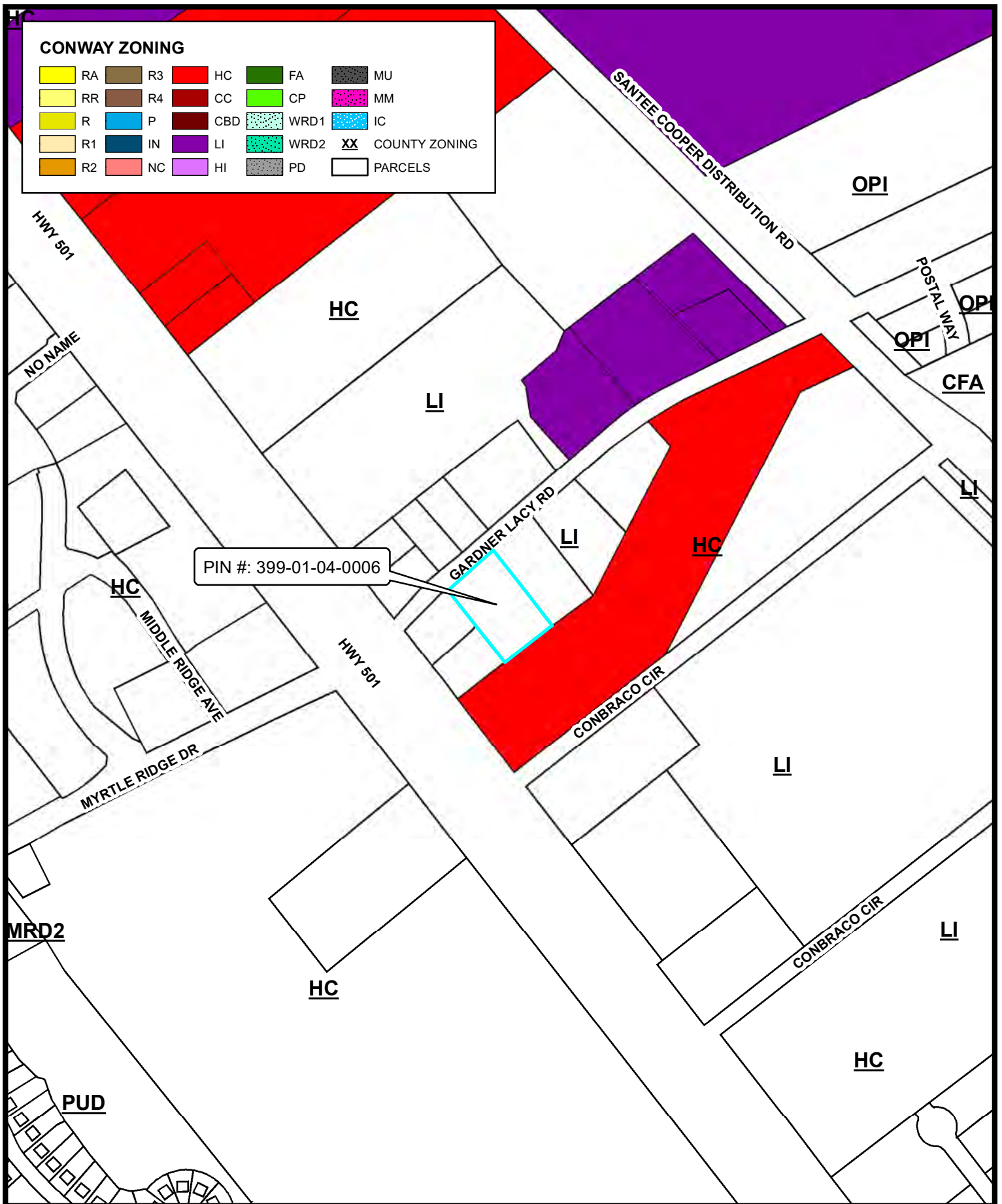


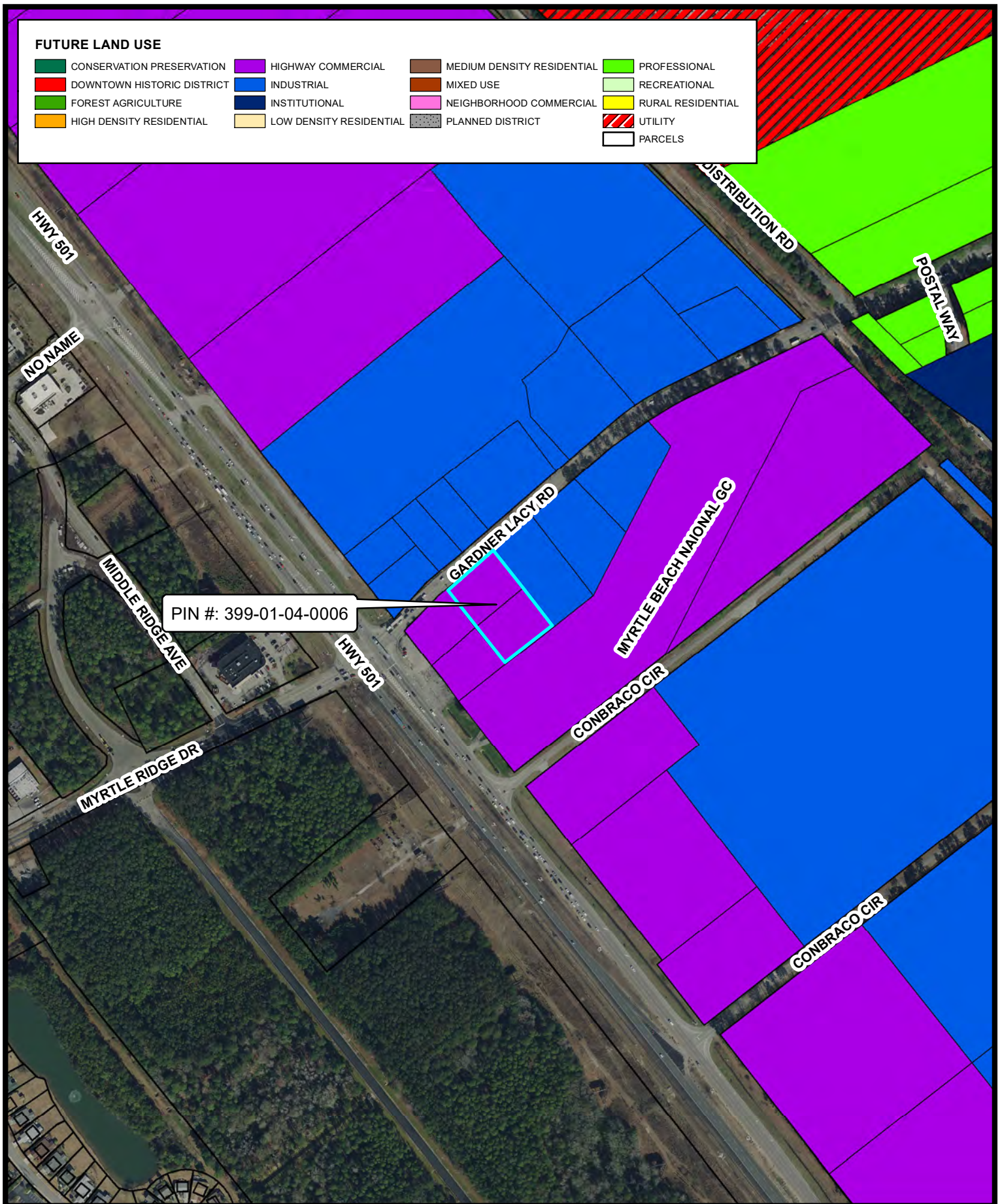
Legend

 PARCELS






PIN #: 399-01-04-0006

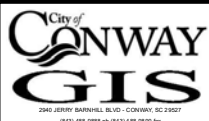






REVISED 2019 FLOOD ZONES

-  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 #: 399-01-04-0006
TMS #: 151-00-03-009
ARCHER AUTO
(P24-0226)





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: Gardner Lacy Rd

PIN: 399-01-04-0006 ACREAGE: 1.42 acres

PROPERTY ADDRESS: 104 Gardner Lacy Rd

PROPERTY OWNER MAILING ADDRESS: 3565 Battery Way Ct., MB, SC 29579

PROPERTY OWNER TELEPHONE NUMBER: 843-340-6583 cell

PROPERTY OWNER EMAIL: fredarcher@gmail.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)

Frederick J. Archer
(Print)

[Signature]
(Signature)

DATE: 8/27/24

(Print)

(Signature)

DATE: _____

843-347-6638 work-



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

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

Current Use: VACANT

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

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

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

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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

CIRCLE: YES ☒ NO ☐

If yes, please provide permit number and jurisdiction.

FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning Department
196 Laurel Street, 29526

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

www.cityofconway.com

Notice

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

PHYSICAL ADDRESS OF PROPERTY: 104 Gardner Lacy Rd FEE PAID () YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 1.42 acres PIN: 399-01-04-0006

CURRENT ZONING CLASSIFICATION: Horry County Highway Commercial (HC)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: HC

REQUESTED ZONING CLASSIFICATION: HC

NAME OF PROPERTY OWNER(S):

Archer Property Management, LLC

PHONE # 843-340-6583

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

3565 Battery Way Ct., MB, SC 29579

3565 Battery Way Ct., MB, SC 29579

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)

8/27/24
DATE

PROPERTY OWNER'S SIGNATURE(S)

DATE

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

DATE: SEPTEMBER 3, 2024
ITEM: VI.D.

ISSUE:

First 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.

RECOMMENDATION:

Approve first 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: _____

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 3, 2024
ITEM: VII.A.

ISSUE:

Request from Conway Architectural Salvage and Heritage Project (CASHP) for the Conway Artisans Festival – October 26, 2024 from 11:00 a.m. to 7:00 p.m.

BACKGROUND:

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.

CASHP requests 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.

CASHP will have five to seven food trucks, temporary tents or structures, 2 to 3 generators, port-a-potties and handwashing stations. There will be a DJ and live music.

CASHP anticipates 500 participants and 30 vendors.

RECOMMENDATION:

City staff has concerns about a new event in a residential area. With that being said, if council chooses to approve, staff does not object,

RECEIVED
8/14/2024



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 Artisans Festival

Name of permit holder: Alan Todd

Address of permit holder: 503 Ninth Avenue

City: Conway State: SC Zip: 29526

Telephone number of permit holder: 520-229-7834 Cell _____

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 Architectural Salvage and Heritage Project

Address of organization: 503 Ninth Avenue, Conway SC 29526

Telephone number of organization: 520-229-7834

What is the purpose of the activity? To celebrate the traditional crafts and trades in our local area and to educate the public about our mission to serve as a hub for the revival of those traditional crafts and skills.

What is the proposed date(s) of the activity? October 26, 2024

What are the proposed times of the activity? 11:00 am - 7:00 pm

What are the plans for the event? The event will include artisan markets, craft demonstrations, activities for children and adults, music, and food and drink trucks. CCU's Art Department student and faculty will also showcase our materials they've reused for their projects.

What is the location or route of the activity? (Please attach any necessary route maps.) On 15th Avenue, between Mayfairer Terrace and Lakeside Dr., and on B St. between 15th and 14th Aves. See attached map.

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:

15th Avenue closed from Mayfair Terrace to Lakeside Drive; B Street closed from 14th Avenue to 15th Avenue

Closed 10:00 a.m. and reopened 8:00 p.m.

What is the approximate number of participants? 250 - 500 attendees

What is the approximate number of vendors? 30

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: We will have 5 - 7 food trucks throughout the event

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

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

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

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

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. ☒ Yes ☐ No
Will will have 2 - 3 generators.

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? Throughout the day, paid staff and volunteers will place bagged trash into a dump trailer that will be used to haul trash to the landfill.

Will existing restroom facilities be adequate? ☐ Yes ☒ No

If not, describe plans to augment available sanitary facilities: We will rent five (5) portable toilets, including one (1) ADA compliant toilet, and two (2) handwashing stations.

Please include any additional information that may be useful: Though event will not take place on the Icehouse or McIver-Shaw Lumber Yard Co. properties, the exterior of these buildings facades will be beautified and completely secure well before the event.

Does any of the following apply to the proposed activity: ☐ Fireworks Display ☒ Other
(live band, band, loudspeakers, sound amplifiers, etc.). Please specify: Music is planned for the duration of the event, including DJs and live music.

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.
Crafty Rooster, Crooked Oak

Times for alcohol to be served: From 11:00 a.m. To 7:00 p.m.

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: Alan Todd Date: 7/18/2024



SPECIAL EVENTS

ALCOHOL CONTROL POLICY

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

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

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

PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner of Conway Elementary (address),
give permission for Conway Architectural to hold a special event on
my/our property. Salvage + Heritage Project

August 13, 2024
Date
Jay W Rabon
Witness
Taylor Rabon
Printed Witness Name

Maguitta Davis
Signature
1101 Snowhill Drive, Conway, SC
Address 29526
843-488-0696
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: Alan Todd Contact No.: 520-229-7834 Date: 7/18/2024

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: Conway Artisans Festival Date(s) October 26 2024

Sponsoring Organization: Conway Architectural Salvage & Heritage Project

Application completed by:

Alan Todd

Contact No.:

520-229-1834

Date:

July 18 2024

☒ Recommend approval

☐ Recommend disapproval

8/14/2024

Date

Police Department

Fees or charges associated with this event:

see attached

Special Conditions/Comments:

Police Officers

\$40.00/hour per officer

☒ Recommend approval

☐ Recommend disapproval

8/16/2024

Date

Fire Department

Fees or charges associated with this event:

see comments attached

Special Conditions/Comments:

Fire Inspector/Fire-Rescue Officers

\$40.00/hour per officer

☐ Recommend approval

☐ Recommend disapproval

Date

Public Works Department

Fees or charges associated with this event:

Special Conditions/Comments:

Residential & Non Residential Street Closure

Barricades

\$20.00 each

Public Works Employee

\$25.00/hour per employee

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
Parks & Rec. Department	Date
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
Planning Department	8/15/2024 Date
Special Conditions/Comments:	
see attached	

<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	
Business License Department	8/14/2025 Date
Special Conditions/Comments:	
See attached	

RELEASE AND INDEMNIFICATION AGREEMENT
City of Conway

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

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

Conway Artisans Festival

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:

AT

(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.

AT

(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.

AT

(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.

AT

(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.

AT

(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.

AT (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.

AT (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.

AT (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.

AT (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:

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

NAME: Alan Todd TITLE: Executive Director

SIGNATURE: Alan Todd DATE: 08/05/24

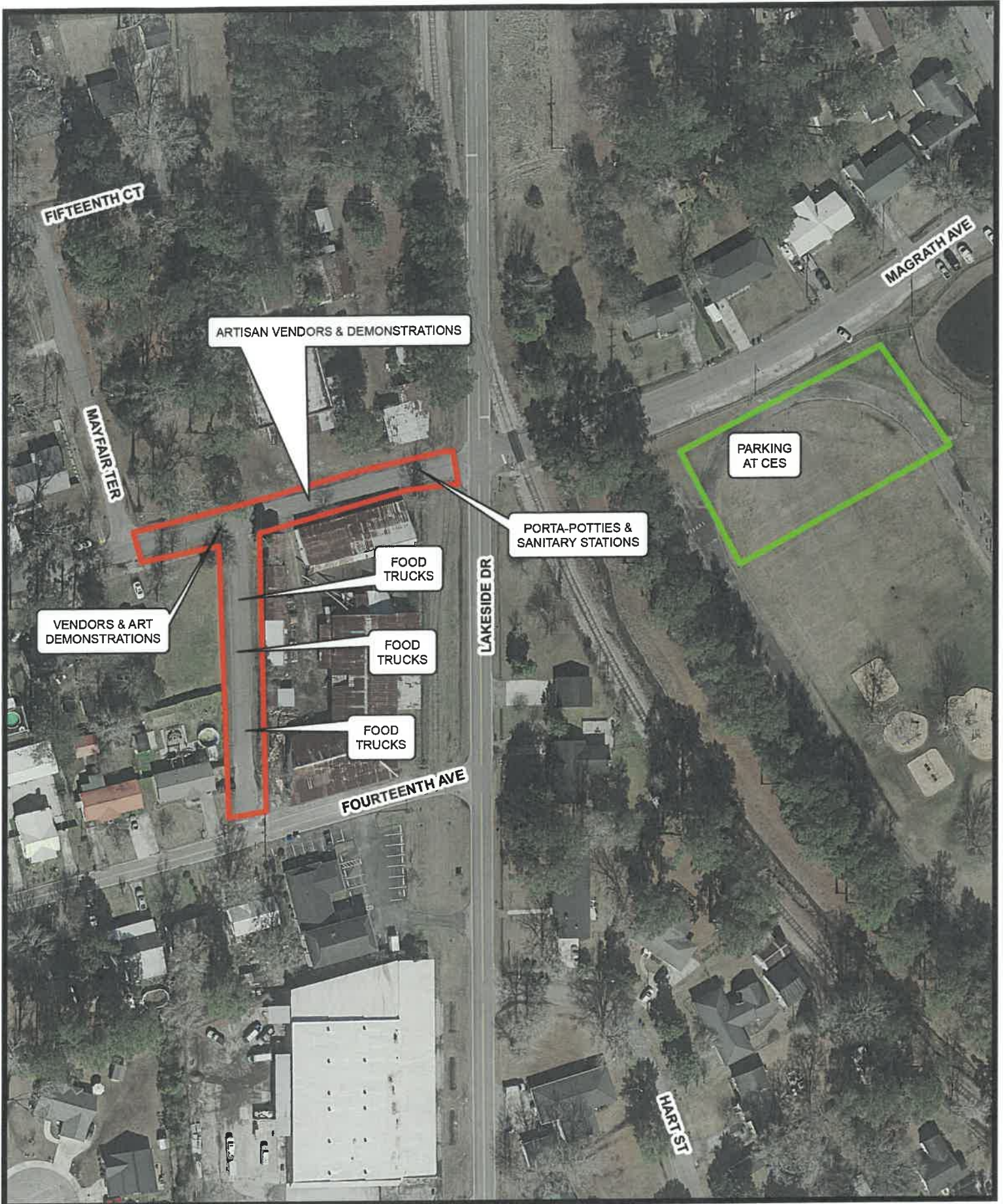
FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION
City of Conway

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

Alan Todd/Conway Architectural Salvage and Heritage Project
NAME OF PERSON/ORGANIZATION

Alan Todd
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

08/05/24
DATE



Natasha Sherman

From: Dale Long
Sent: Wednesday, August 14, 2024 11:03 AM
To: Natasha Sherman
Subject: RE: Conway Artisans Festival

OK for PD.

From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Wednesday, August 14, 2024 10:58 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 Artisans Festival

Please review for approval and email me back. Changes have been made.

Natasha Sherman
Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, February 20, 2024 1:11 AM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

Natasha Sherman

From: Business License
Sent: Wednesday, August 14, 2024 2:55 PM
To: Natasha Sherman
Subject: RE: Conway Artisans Festival

Approved.

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

Thanks,

Bradley Todd

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



From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Wednesday, August 14, 2024 10:58 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 Artisans Festival

Please review for approval and email me back. Changes have been made.

Natasha Sherman

From: Jessica Hucks
Sent: Thursday, August 15, 2024 1:08 PM
To: Natasha Sherman
Cc: Adam Emrick; Robert Cooper
Subject: FW: Conway Artisans Festival

Katie and Kym have been looking at this one, but the most recent submittal for this event shows it all taking place in the ROW and not specifically on the property where the violations are occurring, so it now has no bearing on the outstanding requirements for the property where the buildings are located. The applicant has stated that he was working with Robert on barricading the buildings but I will defer to Robert on that one. He has shown that parking will be provided; although people will have to cross lakeside drive. If he was given permission to have the roads closed and to use CES property for parking, Planning has no further comments.

From: Adam Emrick <aemrick@conwaysc.gov>
Sent: Thursday, August 15, 2024 11:06 AM
To: Jessica Hucks <jhucks@conwaysc.gov>; Robert Cooper <rcooper@conwaysc.gov>
Subject: Conway Artisans Festival

This went back out with some changes to the request. If your comments are the same, please send them to Tasha.

Adam Emrick, AICP
City Administrator

City of Conway

Post Office Drawer 1075
229 Main Street
Conway, SC 29528
(843) 248-1760
aemrick@conwaysc.gov

Please note our email is changing to @conwaysc.gov



Natasha Sherman

From: Phillip Le Hendrick
Sent: Friday, August 16, 2024 12:40 PM
To: Natasha Sherman
Cc: David Parker
Subject: RE: Conway Artisans Festival

As long as the event does not involve the inside of the old ice house or lumber yard properties (as he mentioned on the application), fire is good. Dave will reach out to them about the food trucks.

From: Natasha Sherman <nsherman@conwaysc.gov>
Sent: Wednesday, August 14, 2024 10:58 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 Artisans Festival

Please review for approval and email me back. Changes have been made.

Natasha Sherman

Executive Assistant
City of Conway

From: cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>
Sent: Tuesday, February 20, 2024 1:11 AM
To: Natasha Sherman <nsherman@conwaysc.gov>
Subject: Message from KM_C450i

DATE: SEPTEMBER 3, 2024
ITEM: VII.B.

ISSUE:

Award of 2024-25 Economic Development Grants

BACKGROUND:

On April 8th, the City began soliciting applications for Economic Development Grants. Available funding was \$150,000. On June 3rd, City Council awarded funds to two organizations totaling \$138,000. Council was amenable to allowing Conway Architectural Salvage & Heritage Project to revise their original application and resubmit. The organization did submit a revised application and requests \$11,000 in grant funds to hold its Conway Artisans Festival on October 26th, 2024, at 503 Ninth Ave. This event is intended to be a celebration of traditional crafts and trades. The group plans to have exhibits of 30 local artisans and makers, craft demonstrations from local artists, and a showcase of projects from the Coastal Carolina Art Department. The requested \$11,000 will go toward site preparation, musical entertainment, portable toilets, event promotion, shuttle, and staffing.

Conway Architectural Salvage & Heritage Project:

Conway Artisans Festival

Staff recommendation: \$11,000

RECOMMENDATION:

If Council recommends approval of Conway Artisans Festival event, staff recommends approval of grant totaling \$11,000.



Economic Development Grant

Application

Applicant Information

Entity
Name: _____ Date: _____

Contact Person
Name and Title:

Physical
Address: _____
Street Address *Apartment/Unit #*

City *State* *ZIP Code*

Mailing
Address: _____
Street Address *Apartment/Unit #*

City *State* *ZIP Code*

Phone: _____ Email _____

Project Name: _____

Proposed Start Date: _____

Total Funding Request: _____ Proposed End Date: _____

Detailed Project Narrative

What is your proposed project or activity? Please limit your responses to 500 words or less.

Will there be any collaborations or partnerships?

How will the project be implemented (goals and objectives)? How will each be measured?
Please include dates for reaching each objective and goal.

Additional Attachments

In order to be considered, be sure to have included the following to your application submission:

Entity Name, physical location, and mailing address

Copy of SC incorporation documents or IRS Tax Exemption Determination Letter

Where applicable, maps showing where special events or activities will be held ***Applicant is responsible for obtaining all permits, licenses and insurance for events***

Proposed itemized budget

990 Form or Prior Year Audit

Detailed Project Narrative

Budget justification and narrative for each line item in the budget

Technical and Programmatic Questions should be directed to: John Rogers - Deputy City Administrator (843)- 248-1760
jrogers@conwaysc.gov

Questions about the application process should be directed to: Rosanne Dates - Grants Supervisor (843) 248-1760
rdates@conwaysc.gov

Applications must be submitted electronically to Alston - Grants Coordinator lalston@conwaysc.gov

Grant Itemized Budget Worksheet

Project Title	
Start Date - End Date	
Total Funding Request	

Expenses

Item	Organization Funds	City Funds	Total
		Total Project Cost:	

Income

Source	Secured Y/N	Amount
		Total Project Income:

Budget Justification and Narrative

Explain the need for each line item in the budget and show the breakdown of calculations used to arrive at the amount of each line in the budget