

MAYOR
Barbara Jo Blain-Bellamy

MAYOR PRO TEM
Justin D. Jordan



COUNCIL MEMBERS
K. Autry Benton, Jr.
Amanda Butler
William M. Goldfinch IV
Beth Helms
Larry A. White

PLANNING & DEVELOPMENT DEPARTMENT

PLANNING COMMISSION AGENDA

Thursday, October 5, 2023 | 5:30 p.m.

Planning & Building Dept. Conference Room – 196 Laurel Street

I. CALL TO ORDER

II. MINUTES

- A. Approval of September 7, 2023 Planning Commission Meeting Minutes

III. PUBLIC INPUT

IV. PUBLIC HEARINGS

A. TEXT AMENDMENTS

1. Amendment to *Article 11 – Signage*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding Sign Standards in Residential and Non-Residential Zoning District, as well as requirements for Electronic Message Centers (EMC's) / Light Emitting Diodes (LED) signs with digital/animated display.
2. Amendment to *Article 5 – Specific Use Regulations*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding the requirements for religious institutions.
3. Amendment to *Article 7 – Streets and Circulation*, *Article 10 – Subdivision and Land Development*, and *Article 12 – Nonconformities*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding the requirements for installation of sidewalks.

B. REZONING REQUEST(S)

1. **DEFERRED** ...Request to rezone approximately 4.2 acres of property located at **1520 Grainger Rd** (PIN 368-01-02-0027) from the Low/Medium-Density Residential (R-1) district to a Planned Development (PD) district.

C. ANNEXATION/REZONING REQUEST(S)

1. **PREVIOUSLY DEFERRED** ...Request to annex approximately 15 acres of property **located at 154 Winyah Rd** (PIN 383-00-00-0339), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district.
2. Request to annex approximately 445 +/- acres of property, located **at or near the corner of Hwy 378 & Juniper Bay Rd**, and on **Dunn Shortcut Rd** (PIN's 336-00-00-0043, -0044, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40) districts to the City of Conway Planned

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Development (PD) district, as well as a request to rezone approximately 40.53 +/- acres of property located on Highway 378, Dayton Drive, and Dunn Shortcut Rd (PIN's 336-00-00-0045, 370-00-00-0011, -0012, and 337-08-01-0004) from the City of Conway Heavy Industrial (HI), High-Density Residential (R-3) and Low/Medium-Density Residential (R-1) districts to the City of Conway Planned Development (PD) district.

D. LAND DEVELOPMENT AGREEMENT(S)

1. ***PREVIOUSLY DEFERRED*** ...Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on **Highway 378, Juniper Bay Rd, and Dunn Shortcut Rd**, to be known as the Tributary Planned Development (PD), and consisting of approximately 486 +/- acres (PIN #'s 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004).

V. BOARD INPUT

VI. STAFF INPUT

VII. UPCOMING MEETINGS

<u>MEETING</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>	<u>ADDRESS</u>
Community Appearance Board (CAB)	October 11, 2023	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
City Council	October 16, 2023	4:00 p.m.	City Hall	229 Main St.
Community Appearance Board (CAB)	October 25, 2023	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
Board of Zoning Appeals (BZA)	October 26, 2023	5:30 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
City Council	November 6, 2023	4:00 p.m.	City Hall	229 Main St.
Community Appearance Board (CAB)	November 15, 2023	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
City Council	November 20, 2023	4:00 p.m.	City Hall	229 Main St.
Planning Commission (PC)	November 2, 2023	5:30 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.

VIII. ADJOURNMENT

CITY OF CONWAY
PLANNING COMMISSION MEETING
THURSDAY, SEPTEMBER 7, 2023
Planning & Building Dept. Conference Room – 196 Laurel Street

Present: Brian O’Neil, Virginia Norris, Samantha Miller, Danny Hardee, Kendall Brown, David Sligh, Jessica Wise; Julie Hardwick

Absent: Ellen Watkins

Staff: Jessica Hucks, Planning Director; Brent Gerald, Planner; Katie Dennis, Planning Concierge; Charlie Crosby, IT; Anne Bessant, Planning Assistant; Detective Lawson, Police;

Others: Barbara Goodman, Les Natale, Dana Natale, Roger Colby, Janice Skalski, James Skalski, Mary Posner, Robert Posner, Jill Miller, Joel Elizoudo, Jane Realmote, Sharon Miller, Cynthia Holdorft, Patricia Ochs, Warren Ochs, David Victor, Gina Petrone, Chris Taylor, Debbie LeBuis, Bruce Downs, Rip Pauley, Mark Carlson, Connie Kemp, Elaine Kemp, Stephanie Chiappettu, Ralph Lawrance,Jr., Mark Hutchinson, George Dobuzisly, Gene Elliott, Tere Elliott, Christine Seveins, David Lange, Jeff Miller, Cheryl Talbert, Bob Mclovell, Annette Lawrence, Valerie Grassi, Jack Goodman, Vickie Hutchinson, Constance Volalen, Michelle Grandell, Dawn Martino, Jackie Tay, Nita Lucke, Cheryl Strange, Nicholas Twigg, Joseph Prugg, Juantia Burnett, Mary Nelson, & others

I. CALL TO ORDER

Chairman O’Neil called the meeting to order at approximately 5:30 p.m.

II. APPROVAL OF MINUTES

Wise made a motion, seconded by Brown to approve the August 3, 2023 minutes as written. The vote in favor was unanimous. The motion carried.

III. PUBLIC INPUT

Stefanie Chiappetta, Annette Lawrance, Dana Natale, Barbara Goodman, Vicki Hutchinson, Gina Petrone, Elaine Kemp, Sam Viola, Debbie LeBuis, and Mary Posner spoke during public input with concerns about flooding, infrastructure, schools, Public Safety, traffic and wildlife concerns.

IV. OLD BUSINESS

A. ANNEXATION / REZONING REQUEST(S)

1. ***PREVIOUSLY DEFERRED***...(items IV.B.3 – IV.B.6 from July 13, 2023 agenda have been combined) Request to annex approximately 1,763 acres (+/-) of property located on or near the intersection of HWY 701 S and Pitch Landing Rd, Hwy 701 S and Wildair Circle, and Hwy 701

S, Pitch Landing Rd, and Blaze Trail (PIN 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district.

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

The smaller outparcels that are identified as the commercial tracts initially intended to be annexed as Highway Commercial; however, the requests were amended to be included in the overall Planned Development. The requests were re-advertised as a PD. The ads, as placed in the Horry Independent, and were included in your packet for August 3rd.

The applicant has provided updated documents, as of August 21st and August 24th. These updated documents were included in the packet, and summary information is provided in this report.

The proposed PD will also be bound by a Development Agreement; the details of which were included in the packet (draft document), and is on this agenda for consideration. City Council is currently scheduled to hold the 2nd required public hearing on the development agreement at their September 18, 2023 meeting.

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

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

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

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

- 1,892 single-family detached (Tracts D, F, G, H, I, and J)
- 1,648 single-family attached (townhomes) or multifamily units (Tracts A, C, E, L, M, and N)

The Master Site Plan Summary table in the PD narrative shows a total residential unit number of 3,316.

The applicant would also like to be able to shift densities between tracts / areas with like uses.

The applicant states the commercial square footage across all tracts proposing a commercial use will not exceed 2,051,000 sq. ft. Commercial uses are planned for Tracts B, O, P, Q, R, S, and T, and are identified as Commercial Type 1, Type 2, or Type 3.

The Development Agreement (DA) proposed allows the length of the initial agreement to be for a period of 20 years, which is based on the highland acreage of the project. The DA may be extended for up to

three (3), five (5) year increments; provided that the developer is not determined to be in default of the agreement.

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

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

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

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

A public hearing on the requests was held at the July 13 meeting. The conference room of the building was at capacity, with several people outside waiting to come inside. An estimate of the number of people present to speak at the meeting is approx. 60-70 people. All those who spoke were in opposition to the request. Their concerns included: Existing and future traffic on Highway 701 South and surrounding roadways, strain on emergency services, lack of water / sewer facilities, capacity of public schools in area. Higher taxes on surrounding residents as a result of development of the property, stormwater runoff, distance from residences immediately adjacent to property, uncontrolled growth, concern with area becoming like Carolina Forest, flooding of surrounding properties as a result of this development, tree removals, destruction of forestland and animal habitats, lack of hospitals on the west side of the Waccamaw, multifamily and townhouse dwellings – too dense for area, as well as more cookie-cutter developments.

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to Council after said review.

Shep Guyton, applicant, was present and further explained the request.

The board, applicants, and staff discussed the request at length.

Sligh made a motion to recommend approval for this request to City Council with the following conditions, comments, and statement for Council to consider moving forward; to include the staff prepared comment checklist, the enhancement fees are sufficient, completion of the spine road, the timing of the traffic improvements are to a line with city recommendations and the TIA, as well as sidewalk comments as statement by Wise. O'Neil seconded the motion. The motion carried with Brown and Hardee voting no.

B. LAND DEVELOPMENT AGREEMENT

1. ***PREVIOUSLY DEFERRED...*** Proposed development agreement by G3 Engineers and Shep Guyton (applicants) for development of property located on / near the intersection of Pitch Landing Rd and Hwy 701 S, known as the Warden Station tracts, containing +/-1763 acres, (PINs 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022).

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

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

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

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

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 second public hearing is currently scheduled (and was re-advertised for) for the September 18th City Council mtg. Public notice of that meeting was advertised in the Horry Independent on August 17th. Staff will also announce the meeting date at the Planning Commission meeting.

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council after said review.

Shep Guyton, applicant, was present and further explained the request.

The board, applicants, and staff discussed the request at length.

Sligh made a motion to recommend approval for this request to City Council with the condition comments called out by staff to be address, echoing previous motion and also language clarification. Norris seconded the motion and the motion carried with Brown and Hardee.

V. PUBLIC HEARINGS

A. ANNEXATION / REZONING REQUESTS

1. ***DEFERRED to the October 5th meeting*** ...Request to annex approximately 15 acres of property located at 154 Winyah Rd (PIN 383-00-00-0339), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district.

Planning Commission amended the agenda to hear items A.2 & A.3 together.

2. Request to annex approximately 2.38 (total) acres of property located at, and the vacant parcel adjacent to, 588 Hwy 544 (PIN's 382-04-04-0001 and 382-05-01-0001), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

Hucks stated that the annexation application was submitted by Chris Cummings (applicant), Stef Properties, LLC, as a requirement to connect to city water/sewer service at 588 Hwy 544 (parcel B-1). Stef Properties, LLC also owns the adjacent property (PIN 382-05-01-0001), which abuts the Aptitude CCU student housing development (zoned Institutional), making Parcel B-2 contiguous. Per Section 4-1-12 (e) of the City's Code of Ordinances, "Any person, firm, corporation, or subdivider requesting an extension of water and/or sewer connection for land outside the corporate limits of the city as a condition of service of water and/or sewer shall be required to annex said land and all property of the owner contiguous to said land into the city."

There is an existing single-family structure on the property located at 588 Hwy 544 (Parcel B-1). Restrictive covenants were recorded for this property (PIN 382-04-04-0001) on June 21st, 2023.

Per Section 3.2.10 of the UDO, "The intent of the HC District is to provide compatible locations to serve the automobile oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City."

There is a majority of student / multifamily housing in the immediate area. Some of the multifamily development (directly across the subject property) is still within the county's jurisdiction. There are also 2 gas stations in the vicinity, and CCU is across Hwy 544. The dominant city zoning in the immediate area is Institutional (IN), with a couple of parcels zoned Highway Commercial (HC) and Mixed Use (MU).

The surrounding County zoning designations are mainly Highway Commercial and one property across Hwy 544 zoned (Horry County) GR (General Residential).

The Future Land Use Map of the Comprehensive Plan also identifies this property as Highway Commercial (HC).

Additional Information (included in issue paper to Council at their July 17th mtg.):

Section 6.1.4 – Minimum Area of Zoning District of the UDO states the following:

“No tract(s) 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. Tract(s) less than 3 acres in area annexed into the city limits, may be zoned for a classification different from that of the surrounding in-city properties provided such zoning classification is consistent with the Future Land Use Map of the City’s Comprehensive Plan.”

Initially, the requested zoning classification in the original annexation application was to annex into city as Low-Density Residential (R); however, that zoning classification is not consistent with the surrounding properties OR the city’s Future Land Use Map, which classifies both parcels as Highway Commercial (HC). However, upon annexation into the City as HC, the existing home will become a legal nonconforming use and structure on the property, and be subject to the requirements of Article 12 – Nonconformities, of the UDO.

Note: The Horry County Highway Commercial (HC) district allows single-family detached homes as a permitted use – the City of Conway’s HC district does not permit any residential uses.

July 17th City Council mtg.

Initially, the annexation request was to be zoned R (low-density residential) upon annexation. City Council gave first reading of the request to be zoned Highway Commercial (HC) instead of R upon annexation, as the City’s Future Land Use Map of the Comprehensive Plan identifies the property as HC and the current zoning of the property in Horry County’s jurisdiction is also HC.

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

Once a recommendation is provided, the request will be forwarded to the City Clerk for inclusion on the next available Council agenda for second reading of Ordinance #ZA2023-08-07 (H).

3. Request to annex approximately 1.46 (total) acres of property located at 610 Hwy 544 and 624 Hwy 544 (PIN’s 382-05-01-0003 and 382-05-01-0004), and rezone from the Horry County Highway Commercial (HC) and Convenience & Auto-Related Services (RE3) district to the City of Conway Highway Commercial (HC) district.

Hucks stated on July 21, the applicant submitted an annexation and rezoning application for the subject properties, located 610 & 624 Hwy 544, as a requirement to connect to city utility services. The properties are currently in Horry County’s jurisdiction, zoned Highway Commercial (HC) and Convenience & Auto-Related Services (RE3). Both properties contain a single-family residence, and are both rental properties. Restrictive covenants were recorded for 610 Hwy 544 on July 21st.

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. The properties are across from and abutting the Institutional (IN) zoning district and also adjacent to Horry County Highway Commercial (HC) zoned property. Surrounding uses include student housing, the old university bookstore, a gas station, and a wrecker business.

Note: The Horry County Highway Commercial (HC) allows single-family detached homes as a permitted use – the City of Conway’s HC district does not permit any residential uses.

The future land use map of the Comprehensive Plan also identifies the subject property as Highway Commercial (HC).

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

Once a recommendation is provided, the request will be forwarded to the City Clerk for inclusion on the next available Council agenda for First Reading.

The applicant was not present.

There was no public input.

Sligh made a motion, seconded by Hardwick, to close public input. Motion carried unanimously.

Wise made a motion to recommend approval for requested items A.2 & A.3 to City Council as presented. Brown seconded the motion and the motion carried unanimously.

B. REZONING REQUESTS

1. **DEFERRED to the October 5th meeting** ...Request to rezone approximately 4.2 acres of property located at **1520 Grainger Rd** (PIN 368-01-02-0027) from the Low/Medium-Density Residential (R-1) district to a Planned Development (PD) district.

C. LAND DEVELOPMENT AGREEMENT(S)

1. **DEFERRED to the October 5th meeting** ...Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on **Highway 378, Juniper Bay Rd, and Dunn Shortcut Rd**, to be known as the Tributary Planned Development (PD), and consisting of approximately 486 +/- acres (PIN #'s 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004).

D. TEXT AMENDMENTS

1. **DEFERRED**...Amendment to *Article 10 – Subdivision and Land Development*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding various revisions to standards contained within *Article 10*, including but not limited to: review procedures, minor development & platting action requirements, subdivision design standards, parks & open space dedication, requirements for conservation subdivisions, required improvements, guarantee of required improvements, and general requirements.
2. Amendment to *Article 6 – Design Standards*, of the City of Conway Unified Development

Ordinance, regarding the height limit in the Waccamaw Riverfront Districts 1 and 2 (WRD1 / WRD2).

Hucks stated that in the last few months, staff has been approached by multiple property owners and/or developers in regards to the building height limit in the Waccamaw River Districts one (1) and two (2). Property owners and/or developers have shown interest in our growing riverfront and have asked staff to pursue the possibility of increasing the building height limit from 35 feet to 50 feet.

This request comes after meetings and discussions with staff on the current regulations in the Unified Development Ordinance (UDO). The discussions included the possibility of providing additional lodging, restaurants and commercial opportunities to our river front. With the restricted amount of available property along the river front owners and/or developers are required to be creative in designs and use all available space for the footprint as well as vertical options to the benefit of the project.

A large portion of properties located within the WRD 1 and 2 zoning districts are also impacted by a flood zone. These zones are restricted by federal, state and local regulations. Due to these regulations a portion of the building height is used to meet elevation/ floodproofing requirements and can take away from the usable space of the building. The City of Conway Flood Damage Prevention Ordinance requires a 2-foot freeboard above the base flood elevation when elevation is being used.

In 2021, staff presented an amendment to Council to amend the height limit in the CBD and WRD districts; however, at that time, Council chose to amend the height limit in the Central Business District (CBD) only, from 45' to 60'.

Staff recommends that Planning Commission give a thorough review of the proposed amendment to Article 6 of the UDO and make an informed recommendation to City Council.

There was no public input.

Wise made a motion, seconded by Hardwick, to close public input. Motion carried unanimously.

O'Neil made a motion to recommend approval for this request to City Council as presented. Hardee seconded the motion and the motion carried unanimously.

3. Amendment to *Article 4 – Use Tables*, *Article 6 – Design Standards*, and *Article 10 – Subdivision and Land Development*, of the City of Conway Unified Development Ordinance, regarding requirements related to Conservation Subdivision Design.

Hucks stated that the UDO currently allows for Single Family detached as well as Single Family attached dwellings in a Conservation Subdivision. (Section 10.4.1, D)

Collins Jollie is a Conservation Subdivision that was approved earlier this year. Several tracts within the Conservation Subdivision are currently in technical review. Per the Master Plan for the project, Tract G proposes to develop 175 townhomes. As currently written, the dimensional standards for a Conservation Subdivision (Section 10.4.1, E) requires 6,000 square feet minimum lot sizes. This minimum lot size is sufficient for Single Family detached but not for Single Family attached. If developed fee-simple, this would mean that each unit would have to have 6,000 sq. ft. of lot area and while in-common or multifamily style townhome developments could be developed, individual lots would not be possible.

In order to clarify the dimensional requirements for Single Family attached dwelling types, and rather than require one tract within the Collins Jollie Conservation Subdivision to have to rezone (which would make one tract zoned differently than the rest of the tracts, and may be inconsistent with the comprehensive plan), staff proposes adding a footnote to the Use Tables in Article 4. The Single Family attached would then have to meet the dimensional requirements of the R2 zoning district, for which they are allowed.

Staff recommends that Planning Commission give a thorough review of the proposed amendment and make an informed recommendation to City Council.

There was no public input.

Wise made a motion, seconded by Sligh, to close public input. Motion carried unanimously.

Sligh made a motion to recommend approval for this request to City Council as presented. Norris seconded the motion and the motion carried unanimously.

VI. BOARD INPUT

None

VII. STAFF INPUT

None

VIII. ADJOURNMENT

A motion was made to adjourn the meeting. The vote in favor was unanimous. The motion carried. The meeting adjourned at approximately 8:07 pm.

Approved and signed this _____ day of _____, 2023.

Brian O'Neil, Chairman

ISSUE:

Proposed amendment(s) to *Article 11 – Signage*, of the City of Conway Unified Development Ordinance (UDO) regarding Sign Standards in Residential and Non-Residential Zoning Districts, as well as requirements for Electronic Message Centers (EMC's) / Light Emitting Diodes (LED) signs with digital / animated display.

BACKGROUND:

In May of this year, Planning Commission reviewed and recommended approval of a text amendment regarding requirements for EMC/LED signs with digital/animated display that would allow theaters to have EMC/LED signs with digital and/or animated display. Ultimately, City Council passed the ordinance, but added to PC's recommendation to allow educational facilities as well as public recreational facilities to have EMC/LED signage.

Since the ordinance was amended, some religious institutions that have sought to install a sign with EMC/LED display. A recent request for a church on Grainger Rd was presented to Council as a special presentation item in recent months, and Council expressed their interest in making it easier for churches to have this type of signage, rather than having to go through the rezoning process. Additionally, the current UDO requires that churches on property of three (3) acres and greater be zoned a Planned Development (PD). If under three (3) acres in size, the property must be zoned properly to have a sign with an EMC/LED.

Per *Section 11.4.9* of the UDO:

D. Zoning. Electronic Message Centers (EMC's) or L.E.D. (Light Emitting Diode) signs with digital/animated displays are permitted as follows:

1. **IN, IC, and HC zoning districts. EMCs/LEDs with digital/animated displays are permitted in the IN and IC zoning districts, and on properties zoned HC that are located on US Hwy 501 Bypass, to include "Church" Street.**

The ordinance was amended earlier this year to also allow these types of signs for the following uses, regardless of zoning:

2. Theaters.
3. Educational Facilities.
4. Public Recreational Facilities.

For churches that are located on Hwy 501 Bypass/Church Street, they must be zoned Highway Commercial AND be under 3 acres in size, due to the language contained within *Article 5* of the UDO regarding the requirements for religious institutions. If over three (3) acres in size, they would need to

rezone to a PD, and in doing so, they could add language within the PD that would permit them to have signage that contains an EMC/LED with digital/animated display.

There are 2 churches that have pending requests for and EMC/LED sign. One is located on Grainger Rd, off Hwy 378 and the other is located on Hwy 501, near CCU and HGTC.

In addition to the previous amendments to Article 11 regarding EMC/LED signs, staff proposes to amend the ordinance to allow religious institutions, regardless of the zoning district in which they are located, to have an EMC/LED sign with digital/animated display, with the condition that such sign complies with the requirements for signs in residential zoning districts (per *Section 11.3.1*) and the requirements in *Section 11.4.9*, as attached herein.

RECOMMENDATION:

Staff recommends that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review.

11.3.1 Signs in Residential Zoning Districts

- A. **Signs Permitted in Residential Zoning Districts:** See Section 11.4 for specific requirements. Additionally, some Conditional Uses in Article 5 include specific requirements for signage.
- B. **Residential Subdivision and Multifamily Unit Signs:** See Section 11.4.11.
- C. **Religious Institutions, Educational Facilities, Cemeteries, Country Clubs, Parks, and Similar Recreational Uses:** Shall be permitted one (1) wall sign or one (1) freestanding sign per street frontage. This shall not exceed a cumulative sign surface area of fifty (50) square feet. The freestanding sign shall be a monument or freestanding post type and shall not exceed six (6) feet in height.

Such signs may be illuminated by any means consistent with Section 11.1.8. If signs with EMC's/LED's and/or digital display is desired, such signs shall comply with Section 11.4.9.

~~Religious institutions and educational facilities shall have the option of internally illumination or ground lighting; all other permitted signs shall not be internally illuminated. Such signs shall be located a minimum of ten (10) feet from any adjoining property boundary.~~

11.4.9 Electronic Message Centers / L.E.D. Digital Signs

Electronic message centers (EMCs) and L.E.D. digital signs come in different shapes and sizes and typically have informational messages. Messages shall not be intended to nor shall they distract oncoming traffic. Should the Planning Department, determine that the signage is distracting, the signage must be altered to remove the offending message or shall be in violation of this section. This section does not apply to Time and Temperature Signs (Section 11.4.12) or Gasoline Pricing Signs (Section 11.4.13). [ZA2019-03-18 (C)]

- A. **Location and Number**
One (1) EMC / LED is permitted per parcel.
- B. **Size**
The size of the EMC / LED shall be no greater than the sign area allotted by the sign type, as provided for in Section 11.4.
- C. **Illumination**
 - 1. The EMC / LED shall not exceed 5,000 nits from sunrise to sunset, and it shall not exceed 500 nits from sunset to sunrise.
 - 2. All EMCs / LEDs shall be equipped with a sensor or other auto-dimming technology that automatically determines the ambient illumination and programmed to automatically dim according to the requirements in this section.
 - 3. Before issuing a Zoning Compliance/Permit, the sign company and/or applicant shall certify the illumination specifications for the proposed EMC / LED.
- D. **Zoning**
Electronic Message Centers (EMC's) or L.E.D. (Light Emitting Diode) signs with digital or animated displays are permitted as follows:
 - 1. **IN, IC and HC Zoning Districts.** EMC's / L.E.D. signs with digital/animated displays are permitted in the IN, IC zoning districts, and on properties zoned HC that are located on US HWY 501 Bypass, to include "Church Street."
 - 2. **Theaters.** Theaters, including buildings or structures (i.e. auditorium) that is designed for, permitted, and is intended for such use, and which contains audience seating, one or more screens and/or stage, and a lobby, for the purpose of showing motion pictures, performing live music, live plays, or other

performance art(s), that is located outside of an HDRD, shall be permitted one (1) EMC / L.E.D. sign with digital/animated display.

- a. Theaters must be located on parcels that are zoned for such use.
 - b. Theaters shall not include any adult entertainment uses as outlined in Section 5.1.1.
 - c. **Historic Design Review Districts (HDRD's)**. Theaters located on properties within a HDRD shall be reviewed by the Community Appearance Board (CAB) for consideration of the installation of an EMC / L.E.D. digital/animated display.
3. **Educational Facilities/Religious Institutions**, as defined in Article 2 – Definitions, shall be permitted one (1) EMC / L.E.D. sign with digital/animated display, in compliance with the standards contained herein.
 - a. In addition to these standards, signage for educational facilities and religious institutions located in residential zoning districts shall adhere to the conditions in Section 11.3.1.
4. **Public Recreational Facilities**, as specified in Article 4 – Use Tables, shall be permitted one (1) EMC / L.E.D. sign with digital/animated display, in compliance with the standards contained herein.

E. Additional Conditions

1. EMCs / LEDs shall only be incorporated into monument signs only. EMCs / LEDs are not permitted on buildings as wall signs.
 - a. Theaters, as defined herein, shall be permitted to have EMCs/LEDs with digital / animated displays incorporated into wall signs.
2. The EMC / LED shall have a mechanism to turn it off if a malfunction occurs.
3. The displaying of videos shall be prohibited.
4. No audio speakers or any form of pyrotechnics shall be permitted.
5. EMCs / LEDs shall not change or alternate displays (words, symbols, figures or images) more frequently than once every fifteen (15) seconds, except that digital changeable copy signs may change or alternate displays as frequently as once every eight (8) seconds if:
 - a. The sign displays public service announcements on a permanent basis once every sixty (60) second period; and,
 - b. The sign operator displays as part of the normal advertising rotation, public emergency messages, hereinafter defined until such time as such message is no longer reasonably necessary. "Public emergency messages" shall mean: Amber Alert emergency information and information about terrorist attacks, natural disasters, public infrastructure failures and public safety emergencies. Public emergency messages shall be displayed in accordance with protocols developed by the City in conjunction with the issuing agencies and the qualified sign owners. For the purposes of this section, a public service announcement shall be any announcement for which no charge is made and which promotes programs, activities, or services of federal, state or local governments or the programs, activities or services of non-profit organizations and other announcements regarded as serving community interests, excluding time signals, routine weather announcements and promotional announcements.
6. The images and messages displayed shall be complete in themselves, without continuation in content to the next message or image, or to any other sign.
7. The display shall not be configured to resemble a warning, danger signal, official signage used to control traffic, or to cause a viewer to mistake the sign for a warning or danger signal.

[ZA2012-11-05 (A); ZA2016-08-01 (E); ZA2019-03-18 (C); ZA2023-06-05 (C)]

ISSUE:

Proposed amendment(s) to *Article 5 – Specific Use Regulations*, of the City of Conway Unified Development Ordinance (UDO) regarding the requirements for religious institutions.

BACKGROUND:

Current State and Federal Laws regarding religious uses

In 2000, US Congress adopted the Religious Land Use and Institutionalized Persons Act (“RLUIPA”), which prohibits application of land use regulations that:

- (1) impose a substantial burden on religious exercise absent a compelling justification pursued in the least restrictive means;
- (2) treats a religious assembly or institution on less than equal terms with nonreligious assemblies or institutions;
- (3) discriminates against religious entities on the basis of religion or religious denomination; and/or
- (4) totally excludes or unreasonably limits religious assemblies, institutions, or structures within a jurisdiction.

RLUIPA requires the government to demonstrate that the burden of furtherance of a compelling governmental interest and is the “*least restrictive means*” of furthering that interest. The general rule applies to “*the implementation of a land use regulation or a system of land use regulations, under which a government makes, or has in place formal or informal procedures or practices that permit the government to make, individualized assessments of the proposed uses for the property involved*” 42 U.S.C. §2000cc (a)(2)(c).

The reach of RLUIPA includes things, such as zoning ordinances, site plan approvals, rezoning, PDD applications, variances, special exceptions and historical preservation ordinances.

Additionally, South Carolina adopted the South Carolina Religious Freedom Act in 1999, which already restricted the state’s ability to burden exercise of religion. The Act prohibits the state from imposing a substantial burden on a person’s exercise of religion, even if the burden results from a general rule of applicability, even if the State demonstrates that application of the burden to the person is:

- (1) in furtherance of a compelling state interest; and
- (2) the least restrictive means of furthering that compelling interest.

The 1999 (state) Act is applicable to all state and local laws and ordinances and the implementation of those laws and ordinances.

What is a Planned Development?

Per the Municipal Association's *Comprehensive Planning Guide (2018)*, a Planned Development district mixes different types of compatible residential use and commercial uses, or shopping centers, office parks, and other mixed-use developments. A PD is established by rezoning prior to development. It is characterized by a unified site design for a mixed-use development, and were historically referred to as "planned unit developments". Planned developments allow flexibility to improve the design, character, and quality of new mixed-use developments and preserve natural and scenic features of open spaces.

SC Supreme Court Case regarding Planned Developments

In 2003, property owners in Charleston County sought to have their property rezoned from an agricultural zoning district to a PD. The ordinance to rezone the property to a PD was passed in February 2004, which allowed the minimum lot size to be reduced from a 3-acre minimum to just one (1) acre. The ordinance was challenged, claiming that it was invalid because it was not in compliance with the states Planning Enabling Act and zoning regulations. The SC Supreme Court concluded that the ordinance to rezone the property to a PD was invalid because it was not comprised of "*housing of different types and densities and of compatible commercial uses*" nor was it "*characterized by a unified site design for a mixed-use development*", as provided for in SC Code § 6-29-720. Additionally, SC Code § 6-29-740 requires that Planned Developments "*encourage innovative site planning for residential, commercial, institutional, and industrial developments.*" The only result achieved from passing of the ordinance was to allow lot size reductions so that the property owners did not have to meet the lot size requirements of the agricultural district in which the property was located.

While that particular ordinance was ruled to be invalid, it does not prevent counties or municipalities from using other techniques or processes for a PD; however, such requirements must be consistent with the Planning Enabling Act.

Staff was unable to locate a specific time or date in which the requirement for churches to be a PD was established; except that when the UDO was adopted in 2011, the requirement was included. To staffs knowledge, there has been no text amendment since the UDO was initially adopted that required churches over three (3) acres in size to be a PD, or to follow PD requirements. The section of the ordinance staff proposes to amend is as follows:

Section 5.1.22 Religious Institutions

...Religious institutions over three (3) acres in size are subject to the review and procedures indicated in the Planned Development District (PD). All accessory uses shall be submitted and approved as part of the PD application process.

There is no other use in the UDO that requires it to become a PD. While no property owner can request the PD zoning designation unless the property is a minimum of three (3) (contiguous) acres, the only use that *requires* the property to be a PD is a religious institution if the property is 3 or more acres in size.

As part of staff's effort to clean up the UDO, and with multiple churches requesting signage that would not otherwise be permitted due to the zoning of the property, staff proposes to amend the ordinance to eliminate the requirement for religious institutions, 3 acres or more in size, to become a Planned Development. This amendment would not prohibit religious institutions from requesting to be zoned a Planned Development, especially in cases where there are multiple parcels involved with a variety of different uses; however, it would need to be consistent with state law regarding Planned Developments.

RECOMMENDATION:

Staff recommends that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review.

5.1.22 Religious Institutions

Religious Institutions include churches, synagogues, temples, mosques and other places of worship, as defined by Article 2. A single Religious Institution shall consist of the primary building of worship and all associated accessory structures and uses located on the same lot, ~~or on contiguous lots not entirely separated by public rights-of-way or other land lots.~~

~~Religious Institutions under three acres of contiguous land shall be permitted as a conditional use in zoning districts, as shown in Article 4. Religious institutions over three (3) acres in size are subject to the review and procedures indicated by the Planned Development District (PD). All accessory uses shall be submitted and approved as part of the PD application process.~~

Religious Institutions ~~less than three acres of contiguous land~~ shall be permitted as a Conditional Use in the following Zoning Districts: R, RA, RR, R-1, R-2, R-3, R-4, P, NC, HC, CC, CBD, IN, and FA. The following requirements shall be met:

A. Setbacks.

1. The setback requirements for Religious Institutions shall be thirty (30) feet for parcel boundaries adjacent to R, RA, RR, R-1, R-2, R-3, and R-4 Zoning Districts.
2. Standard setback requirements for the district in which the use is located (as set forth in Article 6) shall apply to parcel boundaries not adjacent to RA, RR, R-1, R-2, R-3, and R-4 Zoning Districts.

B. Storefront Exclusion: In order to protect the vibrant retail and service character of the area, Religious Institutions shall not be permitted to occupy a storefront space as indicated in the CBD (See Section 6.3.7).

C. Buffers. Parcel boundaries adjacent to R, RA, RR, R-1, R-2, R-3, and R-4 Zoning Districts shall require a Type A Buffer as set forth in Section 9.2.

D. Rights-of-Way. For the purpose of determining the setback requirements and buffer requirements set forth in Sections 9.2, rights-of-way shall impede the contiguity of parcels.

E. Accessory Structures. Accessory structures for Religious Institutions shall be subject to the requirements for accessory structures in commercial districts as set forth in Section 5.2.2.

F. Architectural Design Standards.

1. Religious Institutions located within the HDRDs shall be reviewed and approved by the Community Appearance Board (CAB) and shall meet the "Historic Design Review Districts: Community Appearance Guidelines".
2. Religious Institutions that are located outside the HDRDs shall be reviewed and approved by the Planning Director and shall meet the architectural design standards stated in Section 6.3.1.C. [ZA2018-12-17(A)]

ISSUE:

Proposed amendment(s) to *Article 7 – Streets & Circulation*, *Article 10 – Subdivision & Land Development*, and *Article 12 - Nonconformities*, of the City of Conway Unified Development Ordinance (UDO) regarding the requirements for the installation of sidewalks.

BACKGROUND:

Article 7, Section 7.1.2 (D) – Complete Streets, of the UDO, requires that sidewalks be constructed along the frontage of all properties abutting arterial or local non-residential streets. Additionally, *Article 10, Section 10.5.2 (C) – Street Improvements*, requires that sidewalks be constructed where a development fronts on any existing street segment maintained by either the City, the County, or SCDOT where a sidewalk does not currently exist.

There is nothing that distinguishes what the requirements for sidewalk installation are for new development and existing development, regardless of whether or not the site is nonconforming or could accommodate the installation of sidewalks.

Section 7.1.2 (F) – Exemption/Waivers, allows TRC to exempt developments from certain complete street requirements, exception for the requirement to install sidewalks, where required. Only City Council can grant sidewalk installation exemptions, and in doing so, the applicant is required to pay the fee-in-lieu of installing sidewalks.

Recently, a property on Fourth Ave (the former Coastal Ice House) requested a waiver of sidewalk installation, which received a favorable recommendation from TRC due to the lot constraints. While there was a sidewalk installed on the Fourth Ave side of the property, there are no sidewalks installed along the sides of the property. The building (existing) is located very close to a side property line as well. The requirements for sidewalk installation on this site would require that approx. 366 linear feet of sidewalks be constructed, which amounts to a total fee-in-lieu of \$9,355 (+/-). Payments in lieu of sidewalk installation are used by the City to build or complete pedestrian (*i.e.* sidewalks), bikeway, or pathway systems. At the August 21st Council meeting, Council asked if there was a way to lessen the burden of sidewalk installation requirements on proposed businesses that move into existing buildings which also may be located on nonconforming sites. This particular sidewalk waiver request was deferred to give staff the opportunity to draft an amendment to the UDO regarding sidewalk waiver requirements.

This amendment proposes to retain the requirement to install sidewalks and for the applicant to request a waiver of sidewalk installation; however, the fee-in-lieu amount could be reduced or eliminated if approved by Council, and would only be applicable to properties that could be considered legal-nonconforming.

RECOMMENDATION:

Staff recommends that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review.

7.1.2 Complete Streets

F. Exemptions / Waivers.

1. Exempting elements of 'Complete Streets', with the exception of sidewalks, can be granted by the Technical Review Committee. Exemptions may occur under the following conditions:
 - a. Bicycle and pedestrian facilities are not required where they are prohibited by law.
 - b. The cost for a particular project in complying with 'Complete Streets' principles would be excessively disproportionate to the need or probable use of that particular complete street.
 - c. Estimated low population density or the level of transit service around a particular roadway indicates an absence of future need.
2. In the event the Technical Review Committee does not grant a requested exemption, an appeal of the decision can be made to the Conway City Council. City Council shall have the authority to grant a waiver as it may deem appropriate.

3. **Exemption of sidewalks**

- a. The exemption of sidewalks can be granted only by Conway City Council. If the property owner, developer, or the Technical Review Committee requests a waiver of the requirement to construct a sidewalk because there is no foreseeable connectivity, a waiver can be considered by Conway City Council. However, City Council will require the property owner and / or developer to contribute, in lieu of construction, an amount equal to the cost of construction of the required sidewalk, which includes any required infrastructure improvements for that sidewalk. The payment would then be used for the City of Conway to use in building or completing pedestrian, bikeway, and / or pathway systems.
 - i. In cases where a property is a Nonconforming Site as specified in Section 12.1.4, with or without existing structures, Council may choose to grant a waiver of sidewalk installation and reduce or eliminate the fee-in-lieu amount(s), if recommended by TRC.
- b. The TRC shall review and make a recommendation before a waiver for sidewalk can be considered by Conway City Council.

10.5.2 Street Improvements

- C. Where a development fronts on any existing street segment maintained by either the City, Horry County or the South Carolina Department of Transportation and a sidewalk does not exist in the right-of-way, the applicant shall construct a sidewalk to meet the minimum standards for that street classification, unless a sidewalk waiver has been granted by City Council, in accordance with Section 7.1.2, F.

DATE: October 5, 2023
AGENDA ITEM: IV.B.1.

ISSUE:

Deferred Request to rezone approximately 4.2 acres of property located at 1520 Grainger Road from the City of Conway Low/Medium-Density Residential (R-1) district to the City of Conway Planned Development (PD) district (PIN 368-01-02-0027).

BACKGROUND:

On August 3, the applicants submitted a rezoning application for property located at 1520 Grainger Road, the site of the New Faith Temple Church. The applicants are requesting that the property be rezoned to a Planned Development (PD) district, in order to allow the installation of an Electronic Message Center (EMC) sign, as the current zoning does not allow these types of signs, with the exception of educational institutions. The property is currently zoned Low/Medium-Density Residential (R-1). Because the property is three (3) acres or more in size, *Section 5.1.22 – Religious Institutions*, of the UDO, requires that they be a Planned Development (PD). Therefore, rather than ask to rezone to another zoning district that may permit the use of an EMC sign (*i.e.* Institutional district), they have requested to rezone to a Planned Development (PD). Staff is currently working with the applicant on details of their PD narrative and Master Plan.

Per Section 3.3.2 of the UDO, the intent of the PD district is to provide for large-scale, quality development projects (3 acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.

Surrounding Uses / Zoning Districts:

The property is within a residential area, with different housing densities surrounding the subject parcel, including single-family and multifamily uses and zoning districts, including R-1 and R-2. The church is across from the Rose Hill Memorial Gardens Cemetery. The property is approx. 360 feet from the intersection of Grainger Road and Wright Blvd (Hwy 378). Properties at the Grainger Rd and Wright Blvd (Hwy 378) intersection are zoned Highway Commercial (HC).

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* also identifies the subject property as a Planned Development (PD).

STAFF RECOMMENDATION:

This item is to be deferred again, pending the outcome of the proposed text amendment(s) regarding EMC/LED signage and the requirements for religious institutions.

ATTACHMENTS:

Application; GIS Maps; deferral request

From: [Lawrence Williams](#)
To: [Jessica Hucks](#)
Subject: Re: Rezoning Request for 1520 Grainger Rd (New Faith Temple Church)
Date: Wednesday, September 27, 2023 3:48:29 PM
Attachments: [image001.jpg](#)

Good afternoon,

I would like to defer the rezoning request until the November 2nd Planning Commission meeting. What do I need to do?

I just measured the actual sign and is 58" H X 65 ¼ " Wide. Therefore, we will be about to install the base so that it does not excide the 6' height limitation.

Truly Yours,

Lawrence Williams, Pastor/CEO

From: Jessica Hucks <jhucks@cityofconway.com>
Sent: Wednesday, September 27, 2023 2:53 PM
To: Lawrence Williams <PastorLWms@hotmail.com>
Subject: RE: Rezoning Request for 1520 Grainger Rd (New Faith Temple Church)

Good afternoon,

The proposed amendment goes to Planning Commission on October 5th, and provided they move forward with a recommendation to Council, it will go to **Council for first reading on October 16th**. I do have this rezoning request on the October 5th agenda, but it may be best to defer the rezoning request until the November 2nd Planning Commission meeting, pending the outcome of the ordinance to allow EMC/LED signs for religious institutions.

I reviewed the sign dimensions that were included with you application as well. If I measured correctly, based on the dimensions provided, the sign copy area will be within the limit, but the height exceeds the maximum height limitation by approx. 1-ft. In residential zoning districts, freestanding or monument signs are limited to a height of 6-ft. Is this something you can adjust on your sign?

Sincerely,

Jessica Hucks, AICP
City of Conway Planning & Development

From: Lawrence Williams <PastorLWms@hotmail.com>
Sent: Wednesday, September 27, 2023 1:58 PM
To: Jessica Hucks <jhucks@cityofconway.com>

Subject: Re: Rezoning Request for 1520 Grainger Rd (New Faith Temple Church)

Good Day,

I was wondering what is the status of the City Counsel re-writing the ordinance concerning EMS?

From: Jessica Hucks <jhucks@cityofconway.com>

Sent: Monday, August 28, 2023 9:58 AM

To: Lawrence Williams <PastorLWms@hotmail.com>

Cc: Mary Catherine Hyman <mhyman@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>

Subject: RE: Rezoning Request for 1520 Grainger Rd (New Faith Temple Church)

Received. Thank you!

Sincerely,

Jessica Hucks, AICP
City of Conway Planning & Development

From: Lawrence Williams <PastorLWms@hotmail.com>

Sent: Monday, August 28, 2023 9:55 AM

To: Jessica Hucks <jhucks@cityofconway.com>

Subject: Re: Rezoning Request for 1520 Grainger Rd (New Faith Temple Church)

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.

Good day AICP Hucks,

Thank you for reaching out so quickly, and thank Mary Catherine Hyman for responding to our request for rezoning.

I would like to defer Faith Temple's rezoning request, currently **scheduled for the September 7th Planning Commission meeting**, to the **October 5th meeting**, pending the outcome of an amendment that would allow churches to have electronic message centers (EMC's) for signage.

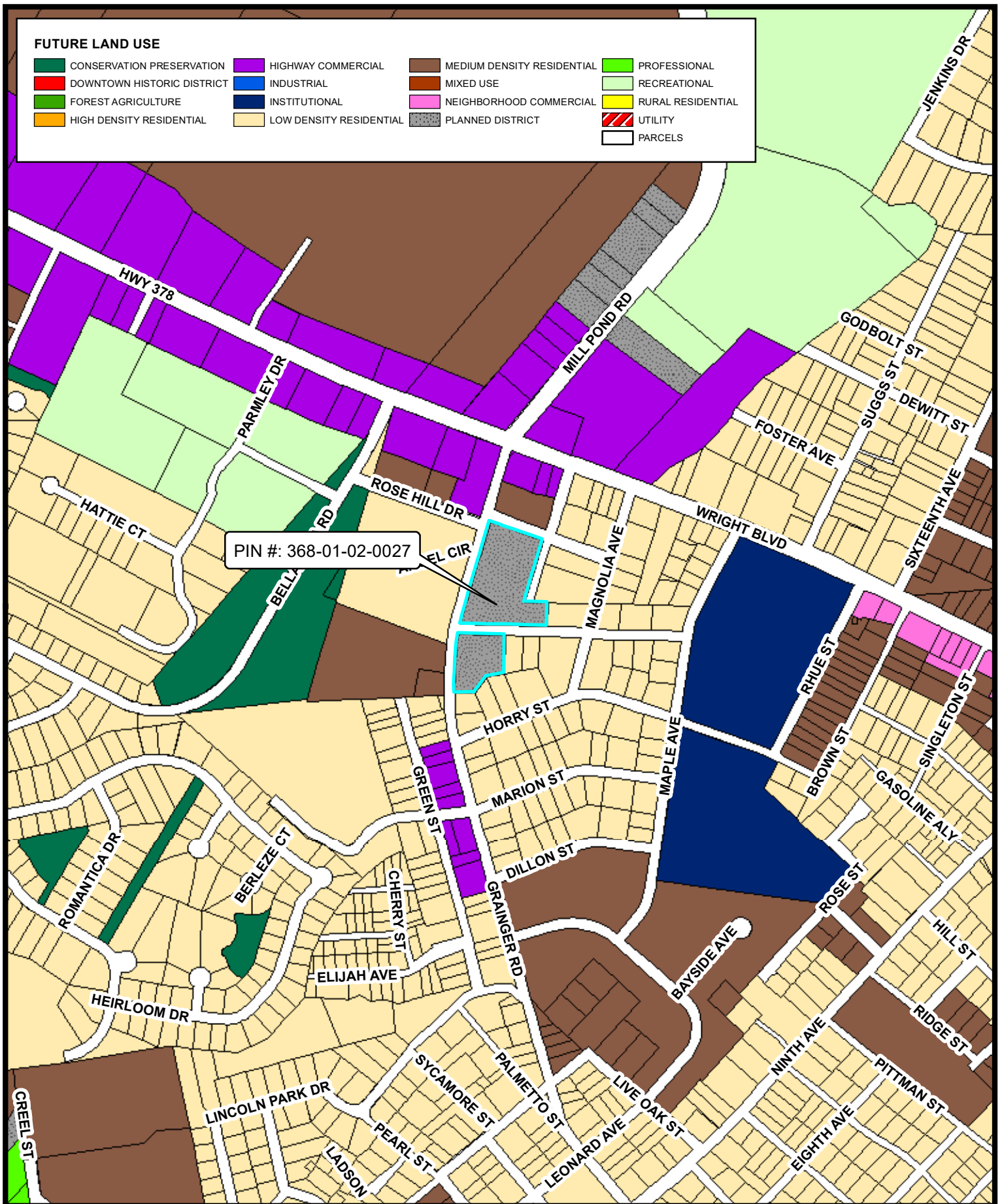
Thanks,
Lawrence Williams, Pastor

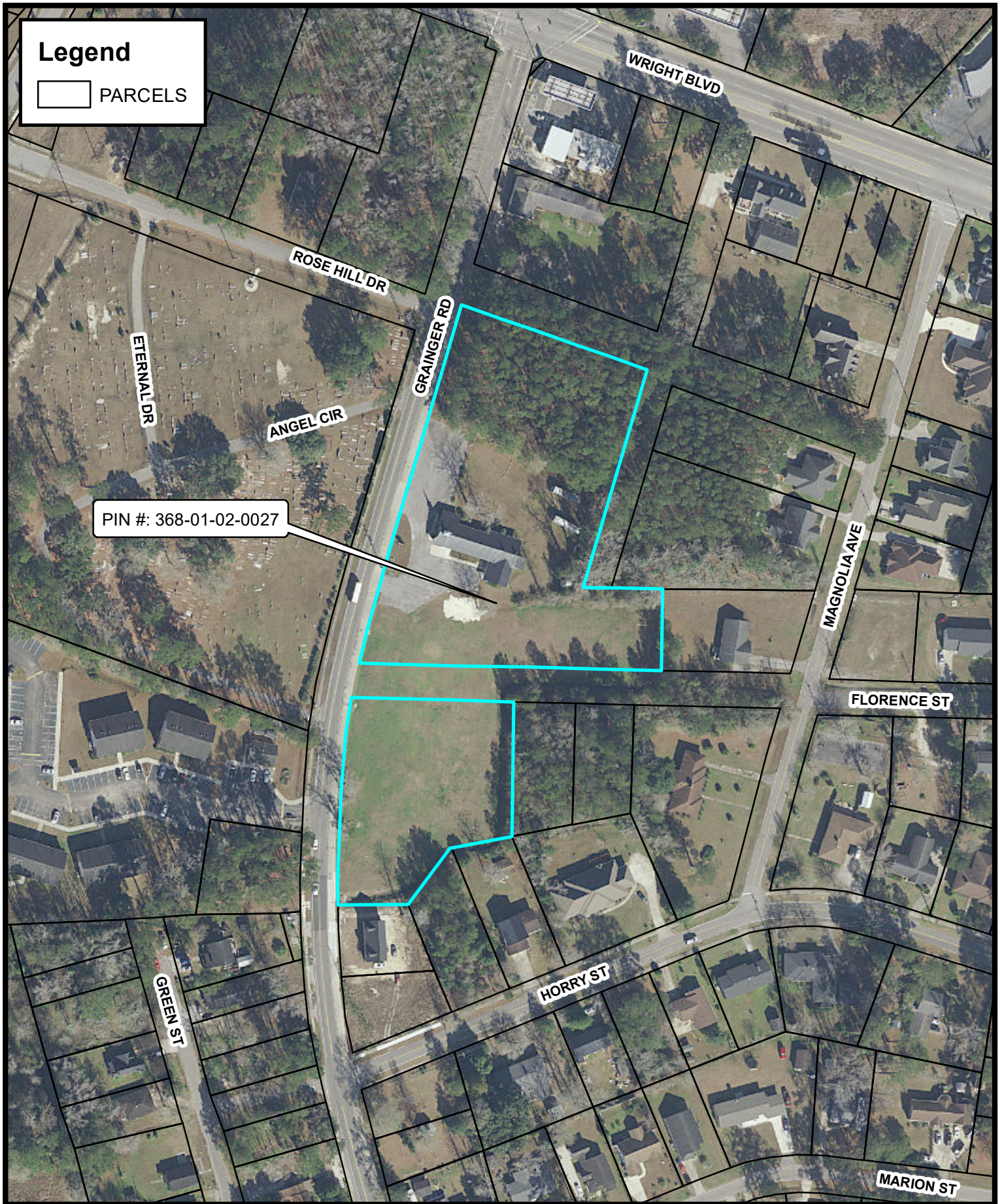
From: Jessica Hucks <jhucks@cityofconway.com>

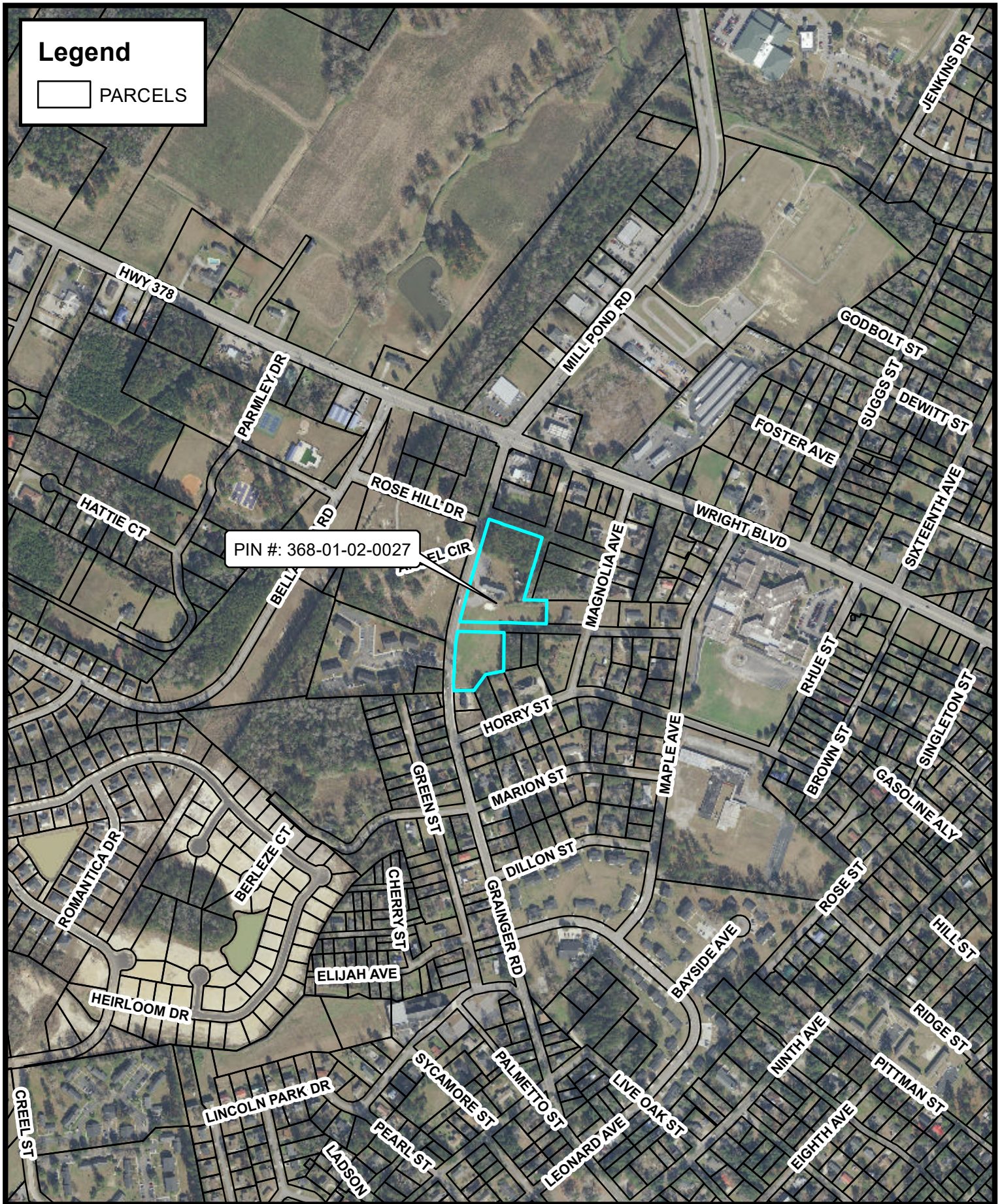
Sent: Monday, August 28, 2023 8:52 AM

To: PastorLWms@hotmail.com <PastorLWms@hotmail.com>

Cc: Mary Catherine Hyman <mhyman@cityofconway.com>







DATE: OCTOBER 5, 2023

AGENDA ITEM: IV.C.1

ISSUE:

Previously Deferred ...Request to annex approximately 15 acres of property located at 154 Winyah Road, and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district (PIN 383-00-00-0339).

BACKGROUND:

On August 1, the applicant, Michael Crenshaw, President, of King Asphalt, Inc., submitted an annexation and rezoning application for the subject property, located at 154 Winyah Road. The property is currently in Horry County's jurisdiction, zoned Horry County Limited Industrial (LI). The use of the property is an existing asphalt plant. The property was transferred to the applicant on August 1st, which would have triggered annexation when the utility accounts were requested to be changed to the current owner, King Asphalt, Inc. Restrictive covenants for the property were recorded and received on August 1st as well.

Per Section 3.2.10 of the UDO, the intent of the Heavy Industrial (HI) zoning district is to accommodate areas for heavy manufacturing, distribution, and processing.

Surrounding Uses / Zoning Districts:

The property is within a primarily industrial area, with Horry County Limited Industrial (LI) zoning across the road (Yaeger Ave) (Capital Materials Coastal – building materials store) and directly behind the subject property is also Horry County LI (Blue Max Trucking). At the end of Yaeger Ave is a (approx.) 15-acre tract, zoned City of Conway Heavy Industrial (HI), and is the site of “Vulcan Materials Company.” Across Winyah Rd is property zoned PD, which is the industrial portion of the Wild Wing Planned Development.

CITY OF CONWAY COMPREHENSIVE PLAN:

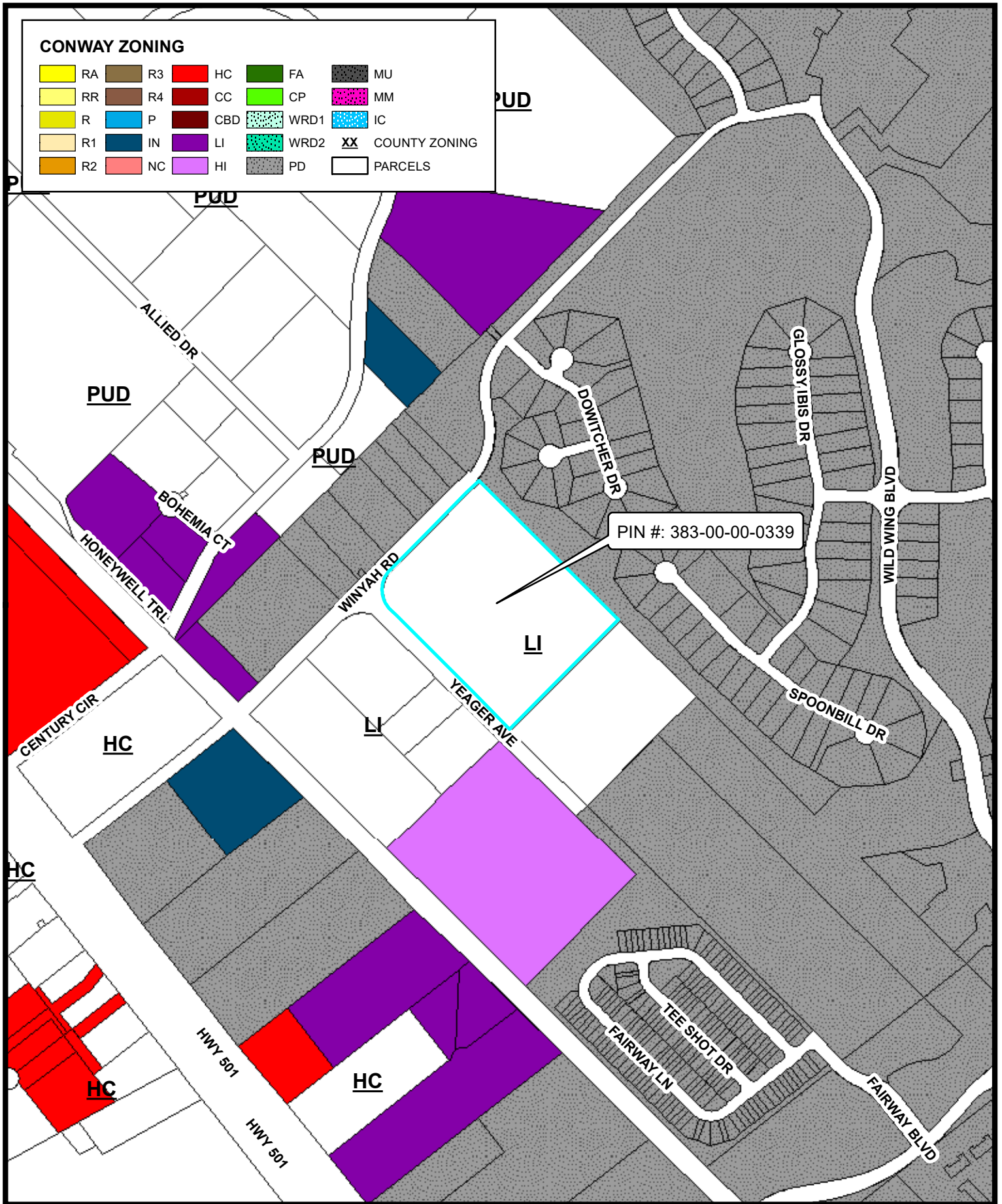
The future land use map of the *Comprehensive Plan* also identifies the subject property as Highway Commercial (HC). Per *Section 3.2.10* of the UDO, the intent of the Highway Commercial (HC) district is to *provide compatible locations to serve the automobile-oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City.*

STAFF RECOMMENDATION:


















Staff recommends that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review. Staff notes that the applicant has expressed that **they do not wish** to annex into the city limits.

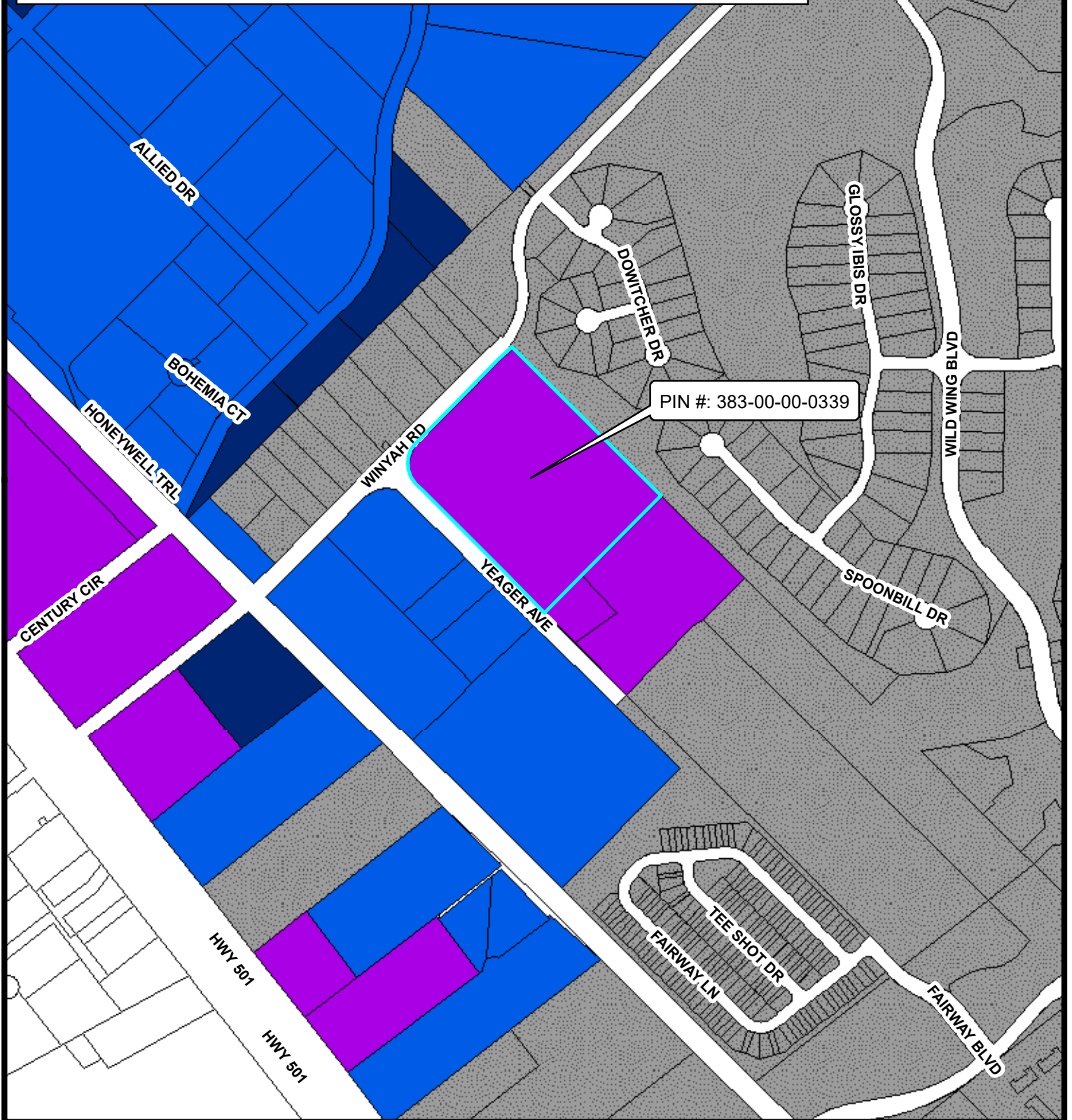
ATTACHMENTS:

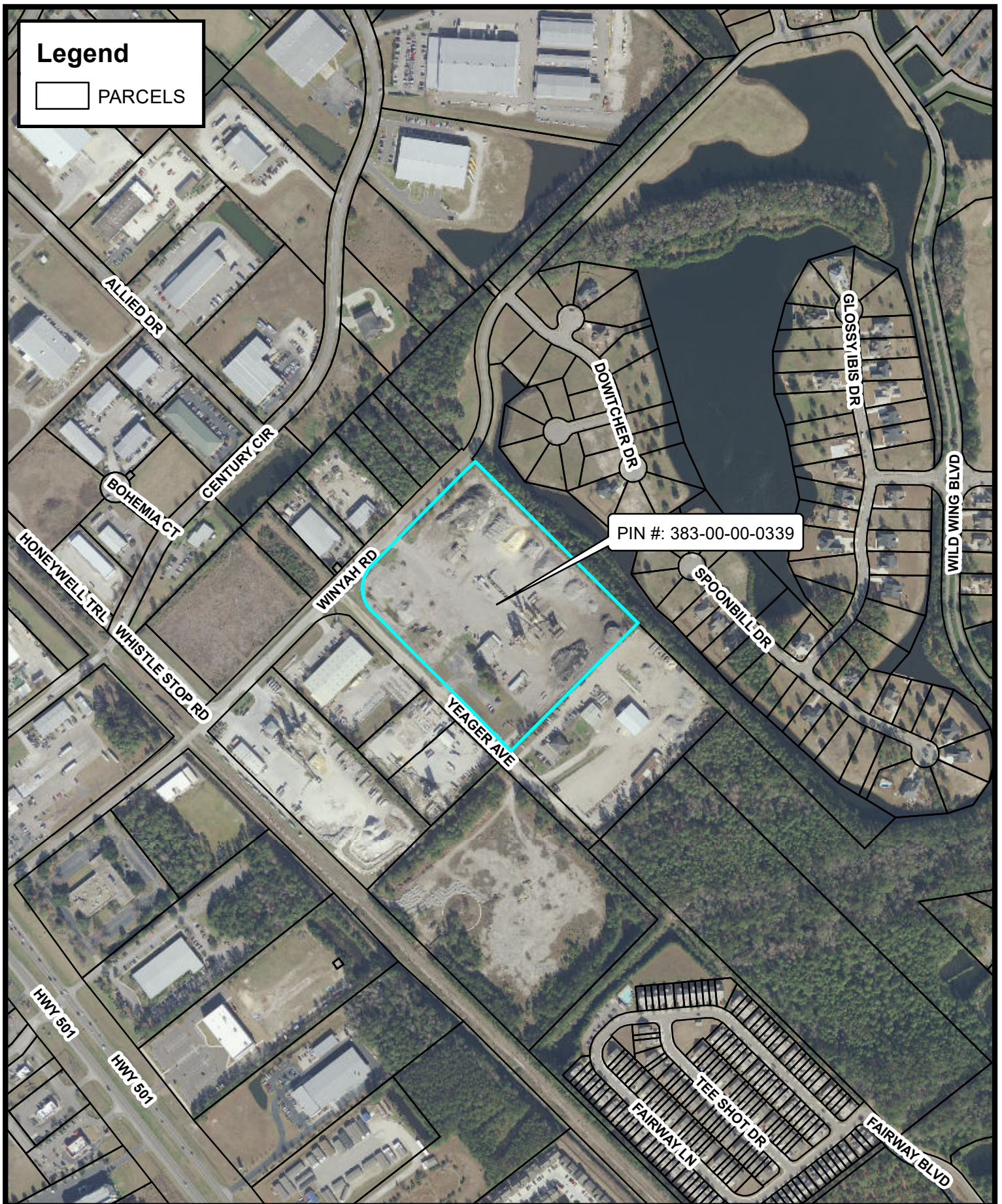
Application; GIS Maps; Google Street Views; public opposition received; County Zoning Ordinance Sections pertaining to Asphalt/Concrete Batch Plants.

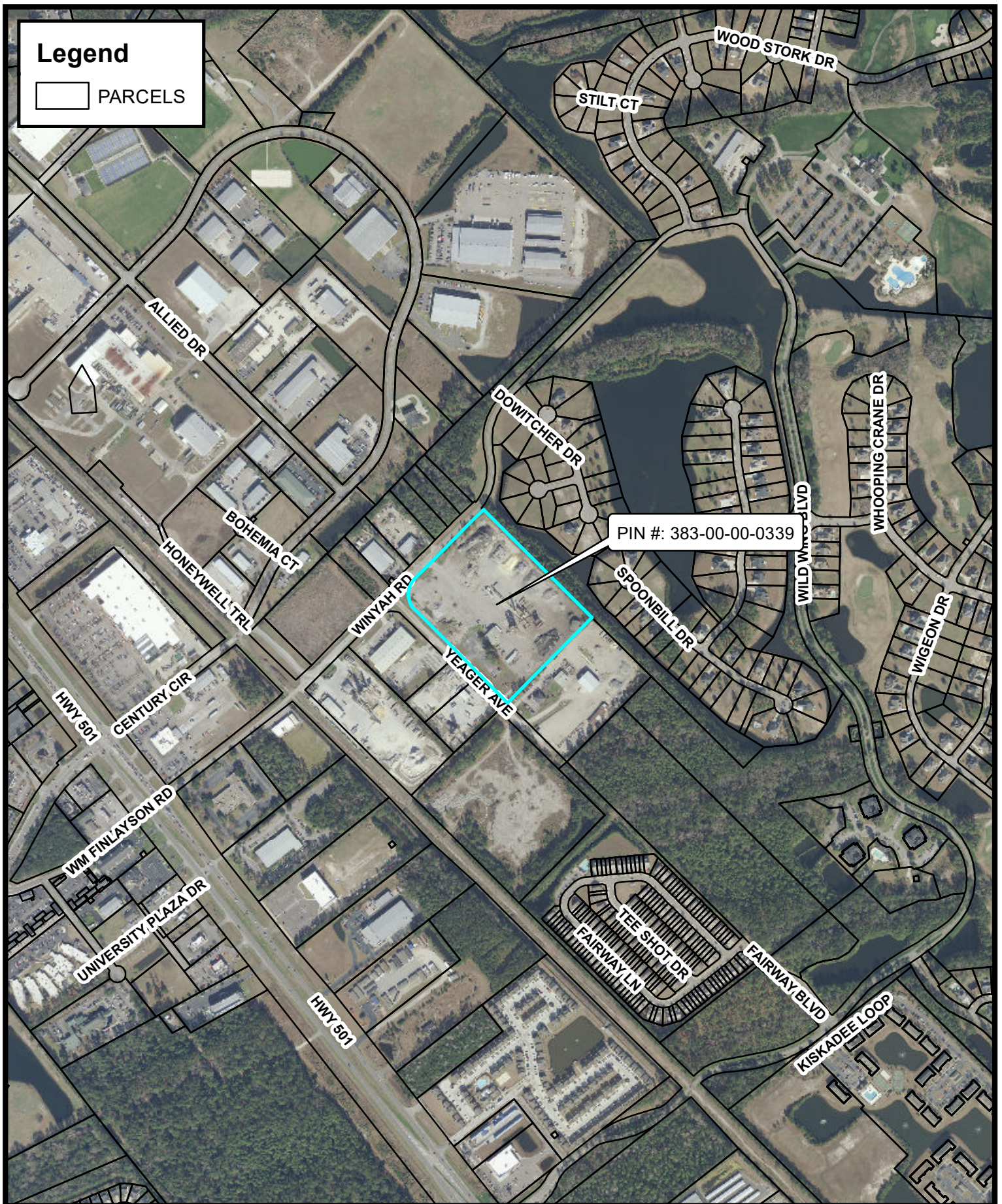


FUTURE LAND USE

 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



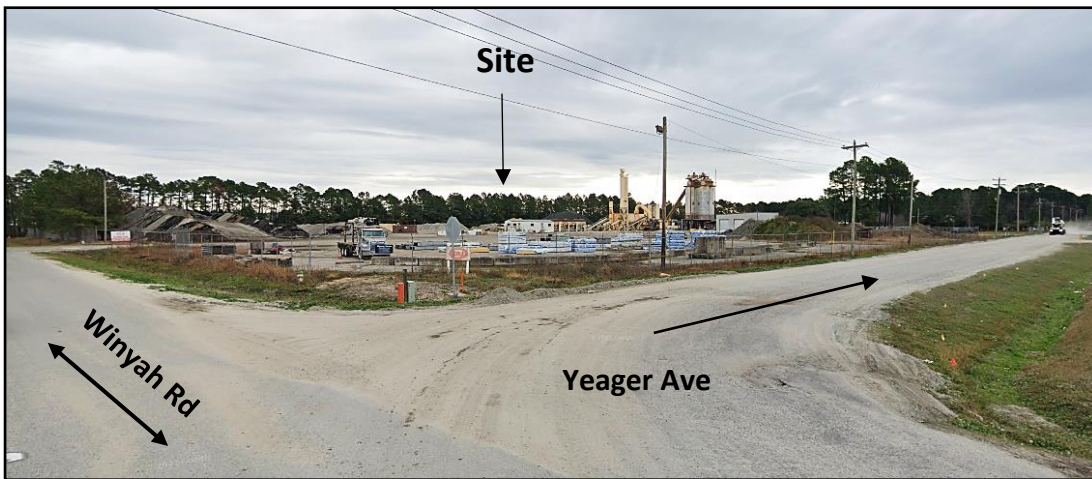




Sign Postings on Property



154 Winyah Road – Google Street View, Dec. 2022 (from Winyah Rd)



Google Street View, June 2019 (from Yeager Ave)




SECTION 204.13 - INDUSTRIAL USE CHART

Zoning Districts



Land Uses

 Land Uses																	Conditional Uses	Special Exception Uses
	CFA*	AG2	AG3	RCS* / TRS*	HC*	RE3	RE4	PR2	BO1	PA 1	LI*	MA1	MA 2	MA 3	MI	HI*		
Light Manufacturing											P	P	P		P	P		
Heavy Manufacturing														P		P		
Animal Rendering													P	P	P	P		
Agricultural product processing for crops or animals not grown on-site											P	P	P			P		
Batch plant, asphalt/concrete, aggregate processing														C		C	903	
C&D Transfer Station													P	P		P		
Landfill														P		P		
Linen Supply & Industrial Launderer											P	P	P		P	P		
Medium Manufacturing													P	P	P	P		
Manufacturing of precision instruments					P						P	P	P		P	P		
Mixed Industrial Use											P		P		P	P		
Petroleum & petroleum products (wholesale distribution)										P	P	P	P		P	P		
Boat Construction									P						P			
Recycling Facilities											C	C	P	P	P	P	934	
Salvage yard					C								C	C	C	C	907	
Scrap Metal Processor													P	P	P	P		
Scientific research & testing facility								P			P	P	P		P	P		
Trade Shops (Includes Contractor's Office)	C	C	C	C	C	C	C				C	C	C		C	C	935	
Warehouse	P	P	P	P	P	P	P				P	P	P		P	P		
Wholesale & Distribution		C					P			P	P	P	P		P	P	940	
* = Retired Zoning District P = Permitted Use C = Conditional Use SE = Special Exception																		



operating in a particular lawful location when the subsequent disqualifying use or zoning district arrived, and only for so long as that particular adult entertainment establishment continues to lawfully operate in that location.

SECTION 902 - ANIMAL FACILITIES

A. SMALL ANIMAL PRODUCTION FACILITIES

1. The following regulatory information shall be provided for facilities where between ten thousand one (10,001) and two hundred fifty thousand (250,000) pounds of normal production animal live weight will be located on site at any one (1) time:
 - a) A copy of the SCDHEC permit to construct the proposed facility; and
 - b) A copy of the SCDHEC approved Animal Facility Management Plan (AFMP) for the facility; and
 - c) A copy of any waivers approved by SCDHEC related to modifications in the required setbacks or other requirements as established in the SCDHEC regulations for such facilities; and
 - d) Other applicable regulatory permits necessary for the operation of such facilities.
2. The following regulatory information shall be provided for facilities where between two hundred fifty thousand one (250,001) and five hundred thousand (500,000) pounds of normal production animal live weight will be located on site at any one (1) time:
 - a) Items a.—d. above; and
 - b) A copy of the Dead Animal (swine or other) Disposal Plan; and
 - c) Plans and specification for all other manure treatment or storage structures, such as holding tanks or manure storage sheds not included in the AFMP; and
 - d) A copy of the Emergency Plan for the facility.

B. THE RAISING, CARE AND HANDLING OF ANIMALS AND LIVESTOCK.

The raising, care and handling of animals, where allowed by district, must meet the minimum lot size requirements listed in § 205.

C. ANIMAL BOARDING FACILITIES

7. AG3, HC, NC, CC, RCS, TRS, RE1, RE2, OPI, PR1, & RC ZONING DISTRICTS

No outside boarding of animals.

SECTION 903 - ASPHALT, CONCRETE AND AGGREGATE PROCESSING FACILITIES.

Facilities engaged in the processing of aggregates used in the production, demolition or recycling of asphalt and/or concrete products shall be subject to the following conditions.



A. HOURS OF OPERATION

Hours of operation shall be governed by the Horry County Noise Ordinance.

B. SEPARATION FROM RESIDENTIAL.

1. All proposed batch production facilities shall be located a minimum of five hundred (500) feet from any residentially used or zoned lot, whether said lot is located within the unincorporated county or a municipal jurisdiction. The distance shall be measured from the parcel line of the proposed site to the residential zoning line or residentially used lot line. The separation distance shall be reduced to three hundred (300) feet if the facility is separated from the residential by an active railroad right-of-way or highway with at least two hundred fifty (250) feet of right-of-way.
 2. All proposed outdoor aggregate processing (i.e., crushing, sorting and recycling) facilities are required to be separated by one thousand (1,000) feet from any residentially used or zoned lot, whether said lot is located within the unincorporated county or a municipal jurisdiction. The distance shall be measured from the parcel line of the proposed site to the residential zoning line or residentially used lot line. The separation distance shall be reduced to five hundred (500) feet if the facility is separated from the residential by an active railroad right-of-way or highway with at least two hundred fifty (250) feet of right-of-way.
-

C. MINIMUM LOT AREA

2.5 acres.

D. MINIMUM SETBACKS

Mixing, batching, crushing and processing equipment shall be a minimum of fifty (50) feet from all property lines. Setbacks may be greater if required by the zoning district in which the facility is being constructed. Setbacks for all other buildings or uses on the property are required to meet the minimums for that zoning district.

E. ENCLOSURE REQUIREMENTS

All asphalt and concrete batch plants under this section shall be located in fully enclosed structures. Aggregate processing (i.e., crushing, sorting and recycling) facilities are not required to be fully enclosed as long as they meet all other requirements of this ordinance.

F. VEHICLE AREAS

All internal vehicle use areas shall be maintained in a dust free condition. All aggregate processing facilities must submit a dust control plan prior to receiving approval.

G. LANDSCAPING/BUFFERING.

1. Roadway Screening.

The site shall be screened from adjacent roadways to a minimum height of ten (10) feet. This can be accomplished from any combination of walls, berms and/or vegetation whether planted or existing. If screening is composed solely of vegetation the buffer width from the roadway must be a minimum



of twenty-five (25) feet and no less than eighty (80) percent opacity in the winter season. Buffers shall contain landscape materials equal to twice that of the standard supplemental planting requirements of Article V. If the screen contains walls and/or berms a minimum of ten (10) feet in height or the roadway only services adjacent industrial uses then the site only has to meet the landscaping requirements of Article V.

2. Side and rear property lines. All side and rear property lines must be screened according to the requirements of Article V, unless subject to (c) below.
3. Enhanced buffers. Asphalt and concrete batch facilities within one thousand (1,000) feet of a residentially used or zoned property shall be screened through enhanced buffers. The enhanced buffer shall be around the entire work area with openings provided for approved entrances. The site should be designed so that structures and or walls are designed to provide interior site screening in front of the openings provided for access. The enhanced buffer shall consist of one of the following options:
 - a) Buffer one hundred (100) feet in width with twice the landscaping material as required by the supplemental planting in buffer areas. Existing vegetation may be supplemented using a combination of evergreen trees and shrubs to reach eighty (80) percent winter season opacity within three (3) years; or
 - b) A ten-foot wall, berm or combination in addition to the landscape buffer requirements of Article V..

H. TRUCK ROUTES.

1. All such facilities shall submit to the County for approval a map showing a pre-designated route for all transport trucks traveling north, east, south, and west between the facility and the nearest arterial/collector street. The intent of this section is to control the route between the nearest arterial/collector street and the facility, taking into consideration that the routes may be different depending on the travel direction.
2. The route maps shall restrict to the greatest extent possible the routing of transport trucks so as to minimize routes that traverse residential neighborhoods, that unreasonably and adversely impact residential dwelling units, or that damage or degrade public streets from repetitive heavy weights or the spillage of materials from transport trucks. No facility operations shall commence until the county has approved the truck route map as conforming to the requirements of this section. Once the route map is approved by the county, all transport trucks shall travel the approved routes as shown on the route map unless a temporary diversion is necessary to avoid emergency or hazardous conditions along the approved route. The owner or operator shall promptly contact the county in the event of any circumstance necessitating a diversion from the route map.

I. MAINTENANCE OF PUBLIC STREETS.

1. Facilities shall employ measures to limit the tracking, carrying, or depositing of aggregates, fillers, dirt, dust, mud, sludge, or other materials associated with the facility upon any public street or thoroughfare.



2. All transport trucks and equipment leaving a facility shall be completely rinsed of asphalt, concrete, aggregates, fillers, dirt, dust, mud, sludge, or other facility materials prior to leaving the site.
3. All facilities shall provide paved aprons from any paved public or private right-of-ways onto the site for a distance of at least one hundred (100) feet.
4. If, on paved public roadways, there are visible tracks or deposits of aggregates, fillers, dirt, dust, mud, sludge, or an other material associate with the operation of a concrete or asphalt facility along the travel path of vehicles exiting the facility site, all such paved public road(s) shall be swept by the owner or operator at least once each day of operation or more often as reasonably required by the county to remedy and remove the tracking and deposit. All sweeping shall be done by a commercial grade mechanical, vacuum or regenerative air sweeper that uses water for controlling dust. The owner or operator shall keep a daily written log of sweeping activities. The log shall be kept for one month.
5. If accessing off an unpaved road the facility operator will be required to maintain said road to Horry County standards. This will involve, at a minimum, the provision of a water truck and motor grader for all plant locations.

J. STORMWATER.

1. All sites regardless of size will be required to obtain a Horry County stormwater permit.
2. All liquid residues resulting from the cleaning of transport trucks and equipment shall be directed to impervious process holding basins approved by the county.
 - a) Basins shall be designed to hydraulically separate from the stormwater detention/water quality control facilities.
 - b) All liquids from such basins shall be either recycled through the facility or discharged to the sanitary sewer system.
 - c) All residual material from the basins shall be collected and disposed of or recycled, in accordance with applicable laws and regulations.
 - d) After issuance of approval by the county, records evidencing proper disposition of residue materials must be maintained on site.
 - e) The stormwater detention pond and liquid and the holding basins may be combined into a single facility where it can be demonstrated that the facility will meet the discharge and water quality requirements.

SECTION 904 - ATM AND ICE VENDING MACHINES.

A. ATM AND ICE VENDING MACHINES SHALL BE PERMITTED ON INDIVIDUAL COMMERCIAL LOTS WITHOUT A PRINCIPAL STRUCTURE; PROVIDED THAT:

1. The ATM and Ice Vending machine is placed on a permanent foundation and located within a permanent structure improved to resemble a site-built facility. Such facility shall be landscaped in accordance with the standards established within this ordinance. This condition does not apply to accessory use ATM and Ice Vending machines.



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

City of Conway Planning
Department 196 Laurel Street, 29526

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

www.cityofconway.com

Instructions:

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

STATE OF SOUTH CAROLINA)

)

PETITION FOR ANNEXATION

COUNTY OF HORRY)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: Parcel A-1 Plat Book 75, Page 61

PIN: 38300000339 ACREAGE: 15.00

PROPERTY ADDRESS: 154 Winyah Road

PROPERTY OWNER MAILING ADDRESS: 107 Tech Lane, Liberty SC 29657

PROPERTY OWNER TELEPHONE NUMBER: 864-855-0338

PROPERTY OWNER EMAIL: mcrenshaw@kingasphaltinc.com

APPLICANT: King Asphalt, Inc.

APPLICANT'S EMAIL: mcrenshaw@kingasphaltinc.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)

King Asphalt, Inc.

(Print)

Michael H. Crenshaw
(Signature)

DATE: August 1, 2023

By: Michael Crenshaw - President

(Print)

(Signature)

DATE: _____



PETITION FOR ANNEXATION

Staff Use Only

Received: _____
BS&A #: _____

Is there a structure on the lot: Yes Structure Type: Utility Shed

Current Use: Hot Mix Asphalt Plant

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: 154 Winyah Road FEE PAID ☒ YES () NO

AREA OF SUBJECT PROPERTY (ACREAGE): 15.00 PIN: 38300000339

CURRENT ZONING CLASSIFICATION: Currently Not Within City Limits

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Highway Commercial

REQUESTED ZONING CLASSIFICATION: Heavy Industrial

NAME OF PROPERTY OWNER(S):

King Asphalt, Inc. PHONE # 864-855-0338

PHONE # _____

MAILING ADDRESS OF PROPERTY OWNER(S):

107 Tech Lane, Liberty SC 29657

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

Michael K. Crenshaw August 1, 2023
PROPERTY OWNER'S SIGNATURE(S) DATE

King Asphalt, Inc., by Michael Crenshaw, President

PROPERTY OWNER'S SIGNATURE(S) DATE

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



King Asphalt, Inc.
107 Tech Lane
P.O. Box 179
Liberty, SC 29657
(864)855-0338
www.kingasphaltinc.com

August 29, 2023

City of Conway Planning & Development Department
Attention: Planning Director
P.O. Drawer 1705
Conway, South Carolina 29528

RE: Opposition to Annexation Application
154 Winyah Road, Conway, SC 29526 (PIN 383-00-00-0339)

To Whom It May Concern:

King Asphalt, Inc. (“King,” “we” or “us”) is a leading provider of asphalt and infrastructure services in the State of South Carolina. Since 1973, we have served our local communities with pride, building a reputation for dependability and safety. We have grown throughout the state and entered the greater Myrtle Beach – Conway metro area just over a year ago, and we have been honored to serve the local community by providing quality construction services during that time.

On August 1, 2023, we acquired a hot-mix asphalt plant site located at 154 Winyah Road, Conway, South Carolina 29526 (PIN 383-00-00-0339) (the “Property”) to enhance our ability to provide paving services to the Conway community. The Property receives water and sewer services from the City of Conway (the “City”). As required by Section 4-1-11(e) of the City’s Code of Ordinances, immediately following the acquisition, we filed an application for annexation with the City and recorded a restrictive covenant with the Horry County Registrar of Deeds (located at Book 4704, Page 2621), in each case, based on our understanding that these were required steps to continue receiving utility services from the City.

While we greatly value our relationship with the City, our sole purpose for filing the annexation application and recording the restrictive covenant was the uninterrupted provision of utility services to the Property following the transfer of ownership. We have no other basis for requesting annexation and note that the Property is adjoined to the east, west and south by other unannexed properties as well. Moreover, the use of the Property as the site of a hot-mix asphalt plant is already subject to extensive regulation by Horry County and, given our intention to

continue the use of the Property in a similar manner, we see no benefit to the City or to King to approving our application and proceeding with the annexation.

In light of the foregoing, we respectfully request that the City deny our application to annex the Property into the City. Thank you for your consideration, and please feel free to reach out to me with any questions or requests for additional information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael K. Crenshaw". The signature is fluid and cursive, with the first name "Michael" and last name "Crenshaw" clearly legible, and "K." in the middle.

Michael K. Crenshaw
President
King Asphalt, Inc.

From: [James Hogan](#)
To: [Anne Bessant](#)
Subject: 154 Winyah Rd - PIN 383-00-00-0339
Date: Tuesday, August 22, 2023 8:12:28 AM
Attachments: [CCF08212023_0002.pdf](#)

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.

Good afternoon Anne, my name is James Hogan and I live here in the great City of Conway, SC at 1040 Anhinga Ct within Wild Wing Plantation. I can be reached via telephone at 732-670-6166 or via this email address.

It has come to my attention from the attached PDF that was sent by an agent of Waccamaw Management that once again the people of Wild Wing Plantation are being asked, or told, to demonstrate a complete lack of care about other people's private property rights and protest the private development on private property at the subject address; 154 Winyah Rd - PIN 383-00-00-0339.

As a freedom loving American and resident of the City of Conway South Carolina, USA, I would like to offer my full support of your department approving the zoning change for this private development on this private property, regardless of what my neighbors think.

As citizens of this great state and this great nation, we should all learn to respect other people's private property rights and we should also learn to support and embrace capitalism. I am certain that not a single neighbor who is going to oppose this development has any legal claims to ownership of that land, nor a responsibility to the employees, owners, or shareholders or the concrete company. My neighbors here at Wild Wing Plantation love to complain about every one else's private property and try to assert some claims of ownership that freedom loving Americans who believe in capitalism should both resent and oppose.

As such, please accept this letter as a letter of support for allowing a business to make further investments in our city which will provide additional jobs, additional tax revenue, and additional opportunities.

Thank you for supporting Freedom, Capitalism, and the American way by allowing our neighbors to use their private property for the industrial purposes they need in order to continue supporting our economy, building, and construction needs.

--

James Hogan
1040 Anhinga Ct
Conway, SC 29526
732-670-6166

From: [JDB](#)
To: [Anne Bessant](#)
Cc: [Kristin Hamilton](#); [Jessica Hucks](#)
Subject: [Junk released by Policy action] Re: Objection to annexation: 154 Winyah Rd (PIN 383-00-00-0339)
Date: Friday, August 25, 2023 7:59:21 AM
Attachments: [image001.png](#)

Thanks Anne,

We have had the chance to review the ordinances you highlighted and are rescinding the objection.

Thanks for providing the information.
Jim Beinlich

On Tue, Aug 22, 2023 at 3:33 PM Anne Bessant <abessant@cityofconway.com> wrote:

Mr. Beinlich and Ms. Hamilton,

Thank you for your email.

This property was developed under Horry County's jurisdiction, and is already being used as an asphalt batch plant. The property owners were required to "*request*" annexation into the City limits of Conway to connect to city utilities because of a change in ownership, due to City Ordinance regarding requirements for annexation, as this property is within the City's utility service area and currently receives City water and/or sewer. Even if this property is *NOT* to annexed into the City limits, it does not change the current use of the property.

Staff will include your opposition in the packet of information that is reviewed by Planning Commission. The public hearing on the annexation and rezoning request is scheduled for the September 7th Planning Commission meeting if you would like to attend in person and offer your input on the request.

In the interim, I would refer you to the **Horry County Zoning Ordinance, Article 4, Section 400, F. Existing Asphalt and/or Concrete Batch/Bulk Plants, AND Article 9, Section 903 – Asphalt, Concrete and Aggregate Processing Facilities**, to determine whether this facility is compliant with and/or subject to the standards contained within these sections. For your convenience, I have copied the link to the County's Zoning Ordinance below for your reference.

<https://www.horrycountysc.gov/media/i0pfcm2o/zoning-ordinance.pdf>

Looking at the aerials that are provided via Horry County's GIS, this property appears to have been developed as far back as 2005.

If you have any questions regarding the standards contained within the Horry County Zoning Ordinance, or the use of an asphalt batch plant, please contact Horry County Planning & Zoning directly at 843-915-5340.

Thank you,

Anne Bessant | Planning & Building Assistant

City of Conway Planning & Development

196 Laurel Street, Conway, SC 29526

Phone: 843-488-7615

www.cityofconway.com



From: JDB <jamesderekb1964@gmail.com>
Sent: Tuesday, August 22, 2023 8:10 AM
To: Anne Bessant <abessant@cityofconway.com>
Cc: Kristin Hamilton <bmomnnurse@gmail.com>
Subject: Objection to annexation: 154 Winyah Rd (PIN 383-00-00-0339)

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.

I am a property owner within the Wild Wing Plantation development (lot 191) and I am

registering my formal objection to the annexation of the above mentioned property into the City of Conway Heavy Industrial district.

As per the City of Conway UDO (Unified Development Ordinance), "Heavy Industrial: Heavy industry refers to production processes, which should not be located near residential or commercial uses due to the insensitive nature of the industrial activity and/or the scale of the operation. These uses may be located near other manufacturing uses exhibiting similar characteristics although special control measures may be required for some extremely intensive operations to ensure compatibility with similar industrial uses. Typical uses include equipment or vehicle manufacturing, sawmills, textile dying, leather tanning, hazardous chemical production, petroleum refining, primary metal processing and production of explosives or propellants."

Given the proximity to the Wild Wing Plantation development, this annexation should not be approved. Can you please respond back to acknowledge receipt of this objection?

Thank you,

James Beinlich and Kristin Hamilton

1012 Wigeon Dr

Conway, SC 29526

From: [Kathleen Wooten](#)
To: [Anne Bessant](#)
Subject: Proposes rezoning/annexing
Date: Monday, August 21, 2023 12:40:48 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.

Good afternoon,

As residents of Wild Wing and as homeowners near 154 Winyah Road my husband and myself would like to share that we very strongly **oppose** the requested rezoning and/or annexing of property by Horry County Limited Industrial.

We are greatly concerned about noise, pollution, smoke, smell, waste, and other negative impacts on the surrounding environment.

This is **not** safe for our families or children!

Thank you for your time,

Chris and Kathy Wooten
1009 Bufflehead Dr, Conway, SC 29526

From: [John Angelicola](#)
To: [Anne Bessant](#)
Subject: Rezone change 154 Winyah Rd (Pin 383-00-00-0339)
Date: Tuesday, August 22, 2023 12:58:01 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.

I am completely opposed to the rezoning of this parcel of land, from limited industrial to heavy industrial. As a property owner living behind this parcel of land, I along with my neighbors have to constantly be disrupted and disturbed by extremely large volume of heavy duty truck traffic, along with extremely loud truck noise and truck tailgate banging, that goes on daily Monday thru Saturday from 5am to past midnight. The city of Conway needs to send city employees out to experience my concerns first hand, as it's my opinion that these businesses are working, unchecked, illegally outside of the noise ordinance.

From: [Linda Wentz](#)
To: [Anne Bessant](#)
Subject: 154 Winyah Road rezoning
Date: Tuesday, August 22, 2023 8:12:12 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.

We are very Concerned about rezoning request by City of Conway for 154 Winyah due to close proximity to our Wild Wing Plantation subdivision. The property already contains the cement company which is an eyesore and is very dirty. Across the street a trucking company has fenced in an area that has become another nuisance with trucks hogging the road...and dusty. The corner lot there has overgrown weeds and dirt piled up. Mapquest and other computer generated sites direct traffic by those sites to our subdivision. Road conditions are terrible in the whole area.

A disgrace.

What does it mean...a Heavy Industrial site? More of these type companies? If Conway controls, will there be any improvements at the site that already exists?

Maybe it's time to move industrial business elsewhere.

Linda and Dennis Wentz
1000 Noddy Court. Lot # 389
Conway, SC
lwentz2012@gmail.com

Sent from my iPad

From: [Doreen Bennett](#)
To: [Anne Bessant](#)
Subject: 154 Winyah Road
Date: Monday, August 21, 2023 4:40:29 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.

As a homeowner in Wild Wing, I am vehemently against rezoning this to heavy industrial. We get an overwhelming amount of noise as it is. You shouldn't consider this, as the homeowners of this plan pay more in taxes than they do. It will bring down our property values, and you should be mindful of that. How would you like to live next door to heavy industrial? There are plenty of out parcels in other places that are not near upscale homes, or homes at all.

Thank you,
Doreen Bennett

From: [Vivian](#)
To: [Anne Bessant](#)
Cc: [Barbara Murray](#)
Subject: Objection to Annexation of PIN #: 383-00-00-0339 TMS #: 151-00-04-011 GIS 154 WINYAH RD
Date: Monday, August 21, 2023 4:00:18 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.

As a Wild Wing Plantation homeowner and full-time resident, I am writing to share my objection to the Rezoning Request to annex approximately 15 acres of property and rezone from Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district.

Heavy Industrial land use is wholly inappropriate located adjacent to a residential community. In every other town I have lived in (CO, WV, VA, MD, and PA), all HI district industries were located together with like operations in an Industrial Park in the outer edge of the county, never within city limits. That should be the solution here in Horry County as well. Industrial districts should never intermix with Residential zoning. And this is your opportunity to fix this problem now, to not make an existing problem even worse.

Pursuant to this rezoning request are the questions surrounding how Horry County distinguishes between Limited Industrial and Heavy Industrial, defines metrics to quantify compliance, as well as methods of enforcement. (See attached APA/PAS Industrial Zoning Standards.)

Concrete/Asphalt operations are some of the most worrisome in terms of high impact to nearby residential zoning. Wild Wing Plantation residents are in quite close proximity to the two existing Winyah Rd industrial businesses, S&W Ready Mix and Coastal Concrete. I just called Coastal Concrete to ask for their hours of operation, specifically for concrete: 2am to 5pm. I can tell you the noise from these concrete plants awakens me several times a week in the early hours before daybreak. The thought of this noise level increasing along with smoke, odors, emissions, etc. within a rezoned HI district, is very alarming and disconcerting. The increased levels of pollution to air, water, soil, plus increased traffic are very troubling. It already infringes on my peaceful enjoyment of my home, under the current LI district zoning.

When we bought in Wild Wing three years ago, we were guaranteed the right to peacefully enjoy our community without unknown or unintended environmental impacts.

Can you confirm whether this land use application for HI rezoning has been accompanied by the plans detailed below? I request a copy of these be provided to everyone in advance of the public hearing on September 7 @5:30pm.

An application for a Certificate of Occupancy for a building or land use in any Industrial Zone shall be accompanied by:

(1) A plot plan of the lot showing the location of all present and proposed buildings, drives, parking lots, waste disposal fields and other constructional features on the lot; and all buildings, streets, alleys, highways, streams and other topographical features outside of the lot and within 200 feet of any lot line;

- (2) Architectural plans for any proposed buildings;
- (3) A description of the industrial operations proposed in sufficient detail to indicate the effects of those operations in producing traffic congestion, noise, glare, air pollution, water pollution, fire hazards or safety hazards;
- (4) Engineering and architectural plans for the treatment and disposal of sewage and industrial waste;
- (5) Engineering and architectural plans for the handling of any excess traffic congestion, noise, glare, air pollution, water pollution, fire hazard or safety hazard;
- (6) Designation of the fuel proposed to be used and any necessary architectural and engineering plans for controlling smoke;
- (7) The proposed number of shifts to be worked and the maximum number of employees on each shift;
- (8) Any other data or evidence that the Board of Adjustment may require.

<https://www.planning.org/pas/reports/report78/>

I look forward to your response, and seeing these plans which I presume Horry County Planning & Development have attained for due diligence in reviewing this rezoning request.

Regards,

Vivian F. Ramsey-Boswell
1305 Wood Stork Drive, Lot #59
Conway, SC 29526

From: [kathleen.blankenship](#)
To: [Anne Bessant](#)
Subject: Rezoning request for 154 Winyah Road, PIN 383-00-00-0339
Date: Monday, August 21, 2023 3:52:55 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.

Good Afternoon City of Conway, Planning Department,

My husband and I just heard that the property 154 Winyah Road has requested rezoning from Horry County limited industrial to City of Conway heavy industrial; we are very concerned about the negative impacts.

There is already a lot of very loud noises before 7am, through and after 1900 from the concrete plant. There is almost constant dust, smoke, truck traffic and general air pollution visible at this property that is alongside a residential neighborhood, a church, and the place where the university's musician's practice. We are concerned and do not feel this is the right place for heavier industrial traffic/work.

Please consider alternate locations where there would be less direct impact to the residential neighborhood, the university students, and the Rt 501 traffic near the university.

Regards,

Kathleen and Benjamin Blankenship

[Sent from Yahoo Mail on Android](#)

From: [Cara Lingle](#)
To: [Anne Bessant](#)
Subject: City of Conway meeting 9.7 regarding 154 Winyah Rd (PIN 383-00-00-0339)
Date: Thursday, August 24, 2023 8:34:47 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.

Attention Planning Director,

A a resident of Wild Wing Plantation and the city of Conway I am writing you in regards to a recent notification regarding the above parcel of land at 154 Winyah Rd. As a concerned citizen of this community and your city I urge **against the rezoning** of this land from a limited industrial to heavy industrial.

The residents of this community are already facing significant challenges in obtaining peaceful enjoyment of their investments (homes) due to the already existing industrial business located in and around our community. This change would make an even hard situation more difficult and like adversely affect the overall property home values of those in the entire community now and in the future. This change could also likely affect air quality, traffic and deterioration of our roads and infratructure, which already required updating and investment by the city in the recent months and year. As a concerned member of the Wild Wing Plantation community with an unwavering desire to keep the integrity of our neighborhoods and home values in tact, I urge you to please leave the current zoning in tact and not allow for heavy industrial businesses.

Thank you for your time and consideration in advance of next months meeting on September 7th.

Cara Lingle
1212 Whooping Crane Drive
Linglecara31@gmail.com
240-432-4448

From: [Lew Sanford](#)
To: [Anne Bessant](#)
Subject: Proposed rezoning of 154 Winyah
Date: Wednesday, August 23, 2023 5:36:07 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.

Re: PIN 383-00-00-0339

Dear Conway Planning Director,

I am writing to object to the rezoning request for the property located at 154 Whittier Rd. from limited industrial to heavy industrial.

This location already negatively impacts a primary residential neighborhood and should not be increased to a district which allows more noise and pollution. Unfortunately, adjacent to residential housing makes this a weak candidate for extension to a more serious zone. The current zoning is a poor candidate for existing residential uses and is an incompatible use for an adjacent property to Wild Wings Plantation.

Respectfully,

Lew Sanford Jr
Wild Wings Resident

From: [Jeannette Mikesh](#)
To: [Anne Bessant](#)
Subject: Zoning behind Wild Wing
Date: Friday, August 25, 2023 10:32:24 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.

Kindly be advised that I live on Glossy Ibis Dr
And am not in favor of heavy industrial zoning around the corner from my home
This is directly behind close buy homes to us and we don't want to deal with the noise etc that it will genera
We already have noise from the concrete plant
ThisShould stay as light industry behind homes that the town approved
Thanks
Jeannette mikesh

Sent from my iPhone

From: kemich@aol.com
To: [Anne Bessant](#)
Subject: Rezoning for Cement Plant - 154 Winyah Rd (PIN 338-00-00-0399)
Date: Monday, August 28, 2023 4:20:56 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.

Karen E. Michael

1019 Glossy Ibis Dr

Conway, SC 20526

City of Conway City Council

City of Conway Planning Commission

Conway, South Carolina

Dear Sirs and Madams

I am writing to request that the annexation and rezoning of 15 acres of property at 154 Winyah Road (PIN 383-00-00-0339) from Horry County Industrial (L1) district to the City of Conway Heavy Industrial (H1) district be denied.

As a resident of the Wild Wing Plantation, I continually experience negative effects from the operations of the business located at that site. Specifically:

• Noise – running truck engines, slamming dump truck flaps and machinery noises through the night.

• Odors – horrible smells that permeate the air

• Dust – large clouds of particulates that cover the ground, automobiles, outdoor spaces and homes

In addition to no reclassifying the property to a Heavy Industrial (H1) district, I would

request that consideration be given to have the business take steps to address the above issues. Solutions could include:

<!--[if !supportLists]-->• <!--[endif]-->Limiting the hours of operation during which the loud noises occur and/or installing a sound barrier

<!--[if !supportLists]-->• <!--[endif]-->Watering down materials that are light enough to become airborne

<!--[if !supportLists]-->• <!--[endif]-->Development of a plan to improve co-existence of the plant and the residential neighbors

Thank you for your time and consideration

Karen E. Michael

From: [Angelo Orelli](#)
To: [Anne Bessant](#)
Subject: 154 Winyah Road Annex
Date: Monday, August 28, 2023 11:08:21 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.

I object to the annexing of 154 Winyah Road property.

My property is located at the intersection of Winyah Road and Dowitcher Drive, making it approximately 150 yards away.

We will be attending the public hearing September 7, 2023.

Thank you,
Angelo and Cynthia Orelli
1037 Dowitcher Drive
Conway, SC, 29526

1100 Spoonbill Dr.
Conway, SC 29526
August 25, 2023

Mrs. Anne Bessant
Administrative Assistant
City of Conway Planning and Development Department
196 Laurel St., Conway, SC 29526

Good Day Mrs. Bessant,

Thanks to you and your colleagues for serving the Conway, South Carolina community! Your work is much appreciated.

I live at 1100 Spoonbill Drive, Wild Wing Plantation, Conway, SC. This is close to 154 Winyah Road.

I am opposed to the "Request to annex approximately 15 acres of property and rezone from Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district concerning property 154 Winyah Road (PIN 383-00-00-0339)" for the following reasons:

- Health risks to the community.

- Noise pollution. Much noise comes from the area now at various times of the day. I was awakened last night at 1:53 AM by truck noise coming from the direction of Winyah Road. There may have been complaints lodged with the police about the noise in the area.

- Additional heavy truck traffic. There is too much heavy truck traffic in the area now with the various businesses in the area.

- Environmental impact:

 - Possible additional air pollution,

 - Possible additional greenhouse gas emissions,

 - Possible water contamination. The property is close to a body of water,

 - Possible chemical leakage. oil spills. and extensive water usage.

How would you like an approximately 15 acre heavy industrial district near, close to, your house?

I don't believe the annexation and rezoning of 154 Winyah Road is in the best interest of the community.

Thank you very much for your time and consideration!

Sincerely,

Stephen Scaffa

Stephen Scaffa

Public Hearing, City of Conway Planning Commission
September 7th, 2023, 5:30 PM

Building and Planning Conference Room, 196 Laurel Street, Conway, SC
Property Affected: 154 Winyah Road (PIN 383-00-00-0339)

From: [RENEE RUFF](#)
To: [Anne Bessant](#)
Subject: 154 Winyah Rd rezoning
Date: Tuesday, August 29, 2023 11:09:58 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.

To the City of Conway Planning & Development Department:

We own a home at 1024 Dowitcher Dr. in wild wing Plantation in close proximity to the property on 154 Winyah Road.

According to the letter dated August 16, 2023 the Planning Commission will hear a request to rezone the property from Horry County Limited Industrial to the City of Conway Heavy Industrial. The letter does not specify who is requesting to rezone the property, the reason for the request rezone, or any future plans for the property owned by King Asphalt Inc. HMA plant.

Presently, the property does not comply with existing applicable Horry County Limited industrial ordinances including but not limited to screening, noise pollution, and dust plumes affecting residential property and the lake environment. According to Horry County code of ordinances, any industrial use, plus operations incidental to such use, which may produce injurious or obnoxious noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other objectionable conditions provided such objectionable condition is not a nuisance to adjoining properties, that such use is located at least (500) feet from any abutting property line and that such use is located on a site at least (30) acres in size.

HMA drum plants are incompatible with residential areas because of pollution from dust and debris emanating from the plant. This can cause many health issues, such as silicosis, chronic bronchitis, lung cancers, and autoimmune disorders. The zoning on this property is currently limited industrial, going forward any rezoning to heavy industrial could be detrimental to the Wild Wing community and surrounding areas.

At this time we will strongly oppose the rezoning of the property on 154 Winyah Rd.

Signed,
Michael and Renee Ruff

Glenn and Sharon Thompson
1101 Spoonbill Drive
Conway, SC 29526

August 27, 2023

City of Conway Planning & Development Department
Attn: Planning Director
PO Drawer 1705
Conway, SC 29526

Annexation, Rezoning or Amendment of Ordinance – 154 Winyah Road (PIN 383-00-00-0339)

Dear Sir:

Our home is located directly behind the "light industrial" property of 154 Winyah Road. The current noise level makes it very difficult to get a good night of sleep as the noise goes on into the wee hours. We are awakened all too often by what we have named "the gong show." Apparently, it is necessary to pound on something very hard at 4 a.m.

We rarely can sit on our screened porch without having to endure constant noise and dust as heavy trucks are constantly on the move in the plant.

Truck traffic on the back entrance to Wild Wing is a worsening hazard for all residents.

Current noise ordinances, if any exist, are not even close to protecting residential taxpayers of Wild Wing. To even consider changing to heavy industrial zoning would be wrong on many levels including harming the health of residents, generating even more pollution and environmental damage, increased heavy equipment traffic and destroying the little peace and quiet we have now.

The final injury will be reduction of property value. We vehemently protest rezoning of subject property to heavy industrial.

What should be happening is strengthening or creating an ordinance for the "light industrial" area that exists and control noise beyond a reasonable time at night. Residents of Wild Wing deserve to enjoy their homes and get a healthy night of rest.

Sincerely,



Sharon L. Thompson



Glenn W. Thompson

From: [erusso](#)
To: [Anne Bessant](#)
Subject: [Junk released by Policy action] Wild Wing rezoning.
Date: Tuesday, August 29, 2023 7:37:02 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.

We oppose the planned rezoning of the property bordering the Wild Wing community to allow expanded asphalt operations. The operation seems very dangerous, from a health standpoint, to all Conway residents and college students bordering the property. Depending on the direction of the wind on any given day it may also affect residents across Highway 501. We have trouble understanding how this could be allowed in a residential area.

Pat and Ed Russo
2743 Sanctuary Blvd.

Petition

To the honorable members of the City of Conway City Council and the City of Conway Planning Commission in Conway South Carolina.

The petition of the undersigned residents of [REDACTED], Conway SC.

Argument:

In reference to 154 Winyah Rd (PIN 383-00-00-0339) the residents of Wild Wing Plantation are opposed to the request to annex approximately 15 acres of property and rezone from Horry County Limited industrial (L1) district to the City of Conway Heavy industrial (H1) district.

The residents have been suffering from excessive noise and noxious odors at extremely inconvenient times directly from the daily operations of the business located at 154 Winyah Rd. Examples of this include the loud noise of truck engines running, dump truck gates slamming and machinery running during the hours between 17:00-08:00.

The residents have also been suffering from large amounts of dust clouds emitted from the plant's daily operations. The dust travels through the tree line in the air and settles on the property, vehicles and homes of the residents of Wild Wing Plantation.

Request:

The residents of Wild Wing Plantation respectfully request the following but not limited to:


- Limit the hours of operation directly related to loud and excessive noises that are affecting the "quiet enjoyment" of residents.
- The installation of a sound barrier (at the business owner's expense) for the property located at 154 Winyah Rd (PIN 383-00-00-0339) The sound barrier should be made of solid material such as cement or other acceptable materials. The barrier should be constructed along the existing tree line owned by Wild Wing Plantation HOA and the above business is located at 154 Winyah Rd (PIN 383-00-00-0339). The sound barrier should be located solely on the property of the above-mentioned business and not damage current foliage/trees that are currently in place.
- The daily watering down of all materials of a light composition which are becoming airborne.
- Follow already existing Horry County ordinances concerning heavy industrial districts use according to DHEC, EPA, and other established state and national standards.
- Explain the procedure followed for applications for "grandfathering," by the planning commission.
- Present a comprehensive plan for public health, safety, and welfare notification procedures.

We the undersigned affix our signatures in support of this petition.

WE, THE UNDERSIGNED RESIDENTS OF WILD WING, CONWAY SC, HEREBY OPPOSE THE REQUEST TO ANNEX APPROX 15 ACRES AT 154 WINYAH RD (CEMENT/ASPHALT PLANT) AND REZONE FROM HORRY COUNTY LIGHT INDUSTRIAL (L1) DISTRICT TO CONWAY HEAVY INDUSTRIAL (H1) DISTRICT.

#	Printed Name	Address	Signature
1	ROBERT PADLOWSKI	2615 WILLET CV	Robert Padlewski
2	EMILYA PADLOWSKI	2615 WILLET CV	Emily a Padlowksi
3	PATRICIA LENNON	2619 WILLET CV	Patricia Lennon
4	John J. Lennon	2619 Willet CV	John J. Lennon
5	Pet Lombardo	2608 Willet CV	Pet Lombardo
6	Lisa Lombardo	2608 Willet CV	Lisa Lombardo
7	Robert Keith	2612 Willet Cove	Robert Keith
8	Cindy Keith	2612 Willet Cove	Cindy Keith
9	Abelardo Pineda	2617 Willet cove	Abelardo Pineda
10	Bonnie & Ken Van Cuy	2607 Willet cove Rd.	Bonnie & Ken Van Cuy
11	ROBERT MODICA	2605 WILLET COVE	Robert Modica
12	BRAD CARAVELLO	2611 WILLET COVE	Brad Caravello
13	Michael Pieru	2613 Willet Cove	Michael Pieru
14	Robert Macchia	2609 Willet CV	Robert Macchia
15	TRISH RESTAINO	2609 WILLET CV	Trish Restaino
16	JOHN HALL	2603 WILLET CV	John Hall
17	Richard Miller	2722 Sanctuary Blvd	Richard Miller
18	Mike Rowley	2722 Sanctuary	Mike Rowley
19	Edna Mason	2722 Sanctuary	Edna Mason
20	Walter Withers	2731 Sanctuary	Walter Withers
21	Robert Withers	2739 Sanctuary	Robert Withers
22	Thom Withers	2747 Sanctuary	Thom Withers
23	Yvonne Withers	2755 Sanctuary Blvd	Yvonne Withers

WE, THE UNDERSIGNED RESIDENTS OF WILD WING, CONWAY SC, HEREBY OPPOSE THE REQUEST TO ANNEX APPROX 15 ACRES AT 154 WINYAH RD (CEMENT/ASPHALT PLANT) AND REZONE FROM HORRY COUNTY LIGHT INDUSTRIAL (L1) DISTRICT TO CONWAY HEAVY INDUSTRIAL (H1) DISTRICT.

#	Printed Name	Address	Signature
1	Carroll Webb	2825 Sanctuary Blvd	Carroll Webb
2	THOMAS JACOBS	2023 SANCTUARY BLVD	
3	BRADLEY MORRIS	2821 Sanctuary Blvd	Bradley Morris
4	JAM COSTANTE	2780 SANCTUARY BLVD	Jam Costante
5	PHIL MALLOW	2819 SANCTUARY BLVD	Phil Mallow
6	Pam Mallow	" "	Pam Mallow
7	ROBERT E. DAKIN	2820 SANCTUARY BLVD	Robert E. Dakin
8	Miriam Feiden	2820 Sanctuary Blvd	Miriam Feiden
9	GEORGE TERLIZZI	2785 SANCTUARY BLVD	George Terlizzi
10	Melissa Wenzel	2811 Sanctuary Blvd	Melissa Wenzel
11	Gene Klein	2792 Sanctuary Blvd	Gene Klein
12	FRANCES TERESH	2789 SANCTUARY BLVD	Frances Teresh
13	VALERIE POUPOULAS	2795 Sanctuary Bl	Valerie Poupoulas
14	Wendy Witkowski	2731 Sanctuary Blvd.	Wendy Witkowski
15	Susan Terlizzi	2785 Sanctuary Blvd	Susan Terlizzi
16	Josh Hare	2822 Sanctuary blvd	Josh Hare
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23			

Petition

Justin Lamb	1124 Glossy Ibis Dr Conway SC
Steve Dahl	1124 Glossy Ibis Dr. Conway, SC
McC Kest	1122 Glossy Ibis Dr Conway SC
Tim Prais	1137 Glossy Ibis - - -
Anna Salomon	1137 Glossy Ibis Dr Conway, SC
Sean Prais	1137 Glossy Ibis Dr Conway SC
ED KOPICZ	1108 Glossy Ibis Dr Conway SC
Denise Koping	1108 Glossy Ibis Drive Conway, SC
ROBERT HELLER	1104 Glossy Ibis Dr. Conway, SC
Robert Kennedy Sr.	1100 Glossy Ibis Dr Conway SC.
Lesa Kennedy	1100 Glossy Ibis Dr. Conway SC.
Jimmy Wyl	1124 Spoonbill Dr. Conway SC
Jacob Wyl	1124 Spoonbill Dr. Conway SC
PAMELA BARRETT	3049 Moss Bridge Ln MYRTLE BEACH, SC
Erin Hyes	1012 Glossy Ibis Dr. Conway
MICHAEL FRANK	1114 Spoonbill Dr Conway
DENISE TRICOCI	1208 Whooping Crane Drive
James Tricoci	1208 Whooping Crane Dr.
Rodney Gaspine	1300 Whooping Crane Dr.
Susie Gaspine	1300 Whooping Crane Dr.
McLillan	1120 Old Farm Rd Conway
James Ball	1005 Black Skimmer Dr Conway

Petition

MICHAEL MALONE ~~Michael Malone~~ 1012 POCHARD DR.
 Min Ye ~~Min Ye~~ 1313 Whooping Crane Dr.
 Dorothy Danton ~~Dorothy Danton~~ 1360 Whooping Crane Dr.
 Bonnie Fagan ~~Bonnie Fagan~~ 1328 Whooping Crane Dr.
 STEPHEN E. FAGAN ~~Stephen E. Fagan~~ 1328 Whooping Crane Dr.
 Gynelle Swann ~~Gynelle Swann~~ 1002 Gallinule Dr.
 Terry Houle ~~Terry Houle~~ 1021 Gallinule Dr.
 LEONARD HAYES ~~Leonard Hayes~~ 1009 BLACK SKINNER DR.
 KETH A. PERKINS ~~Keth A. Perkins~~ 1021 BLACK SKINNER DR.
 BARBARA A PERKINS ~~Barbara A Perkins~~ 1021 BLACK SKINNER DR.
 ROBERT W. VIGGERS ~~Robert W. Viggers~~ 1428 WHOOPING CRANE DR.
 Cheryl Viggers ~~Cheryl Viggers~~ 1428 WHOOPING CRANE DR.
 Rich Doullet ~~Rich Doullet~~ 1435 Whooping Crane Dr. ^{Conway, SC}
 Barb Doullet ~~Barb Doullet~~ 1435 Whooping Crane Dr. ^{Conway, SC}
 MORRIS MARIANNE DARLING ~~Marianne Darling~~ 1441 Whooping Crane Dr. ^{Conway, SC}
 James Riccione 1018 Muskey Ct James Riccione
 Wanda Riccione 1018 Muskey Ct Wanda Riccione
 TORO & STANLEY JONES 1101 WHOOPING CRANE DR.
 Deborah Chaplin ~~Deborah Chaplin~~ 1119 Wagon Dr Conway, SC

Petition

SONA HANDOVA	<i>[Signature]</i>	1008 Whooping Crane Dr.
Luba Hande	<i>[Signature]</i>	1008 Whooping Crane Dr.
Vicki Chenander	<i>[Signature]</i>	1264 Wood Stork Drive
Dean Chenander	Dean Chenander	1264 Wood Stork Drive
Nilo Ramos	<i>[Signature]</i>	1265 Wood Stork Dr
Vivian Gharber	Vivian Gharber	1265 Wood Stork Dr
x. Whitia Sheth	Whith	1005 Muscovy Pl
Linda Visintainer	Linda Visintainer	1008 Muscovy Pl
Donald Visintainer	Donald Visintainer	1008 Muscovy Pl
Gina Bonavito	<i>[Signature]</i>	1012 Muscovy Pl
Joseph Bonavito	<i>[Signature]</i>	1012 Muscovy Pl
Cooper Jessica	<i>[Signature]</i>	1024 Muscovy Pl
Carol Pizirusso	Carol Pizirusso	1035 Muscovy Pl
Donna L. Sears	Donna L. Sears	1309 Wood Stork Dr.
MARK SEARS	Mark P. Sears	1309 Wood Stork Dr.
Louis Coraci	<i>[Signature]</i>	1463 Whooping Crane Dr
Darlene Coraci	Darlene Coraci	1463 Whooping Crane Dr.
Jeremy Weaver	<i>[Signature]</i>	1455 Whooping Crane Pl.
Mary Watson	MARY WATSON	1445 Whooping Crane Dr.
Edward Watson	EDWARD J. WATSON	1445 Whooping Crane Dr.
Charles B. Davis	Charles B. Davis	1443 Whooping Crane

WE, THE UNDERSIGNED RESIDENTS OF WILD WING, CONWAY SC, HEREBY OPPOSE THE REQUEST TO ANNEX APPROX 15 ACRES AT 154 WINYAH RD (CEMENT/ASPHALT PLANT) AND REZONE FROM HORRY COUNTY LIGHT INDUSTRIAL (L1) DISTRICT TO CONWAY HEAVY INDUSTRIAL (H1) DISTRICT.

#	Printed Name	Address	Signature
1	JOHN LAUDEMAN	2815 SANCTUARY BLVD CONWAY SC	John K Laudeman
2	Dottie Laudeman	2815 Sanctuary Blvd, Conway	Dorothy Laudeman
3	Eileen Smith	2618 Willet Cr.	Eileen Smith
4	Albert Smith	2618 Willet Cr.	Albert Smith
5	Walter Sanders	2761 Sanctuary	Walter Sanders
6	Roger Lambert	2765 Sanctuary Blvd	Roger Lambert
7	Verlan Jordan	2729 Sanctuary	Verlan Jordan
8	William Hopkins	2623 Willet Cr.	William Hopkins
9	K. H. Carter	2622 Willet Cr.	K. H. Carter
10			
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16			
17			
18			
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23			

Petition

name	address	signature
Carroll & Patricia Clarke	1204 Wood Stork	Carroll Clarke & Patricia Clarke
NICK STRUMM	1024 POCHARD DR.	Nick Strumm
BRIAN MOSICO	1023 BLACK SKINNER	Brian Mosico
ANGELA MOSICO	1023 BLACK SKINNER DR.	Angela Mosico
Cheryl Smith	1004 Black Skimmer	Cheryl Smith
Robert T Smith	1004 BLACK SKINNER	Robert T Smith
RICHARD WELKER	1469 WHOOPING CRANE DR.	Richard Welker
Melina Crisostomo	1469 Whooping Crane Dr.	Melina Crisostomo
THOMAS JASIEWICZ	1316 Whoping Crane Dr.	Thomas Jasiewicz
Michele Jasiewicz	1316 Whooping Crane	Michele Jasiewicz
Angela J Wilkinson		Angela J Wilkinson
Donald A Wilkinson Jr		Donald A Wilkinson Jr
J. A. Tomsic	1021 Wigeon Drive	James A. Tomsic
LAURA TRAPANESE	1024 WIGEON DR.	Laura Trapane
Gregory P Resin	792 WILSON BLVD	Gregory P Resin
William Hosea	1016 LIMPKIN DR	William Hosea
WANDA HOSEA	1016 LIMPKIN DR	Wanda Hosea
Cindy Rybka	1000 Clamour Ct	Cindy Rybka
Margaret Sanford	1844 Woodstork Dr	Margaret Sanford
Lee Sanford	1844 WOODSTORK DR	Lee Sanford

Petition

Cara Lingle	Cara Lingle	1212 Whopping Crane
Bryan Lingle	Bryan Lingle	1212 Whopping Crane
Jesse Bell	JESSE BELL	1324 Whopping Crane Dr
C. M. Bell	CHARLES BELL	1324 Whopping Crane Dr.
Jon McIver	Jon McIver	1329 Whopping Crane Dr
Karen McIver	Karen McIver	1329 Whopping Crane Dr.
Wes Lee	Wes Lee	1017 Gallinule Dr
Judith Lee	Judith Lee	1017 Gallinule Dr
Maude Bronell	Maude Bronell	1400 Whopping Crane Dr
Carla Dumas	Carla Dumas	1005 Black Skimmer Dr.
Pat Rice	Pat Rice	1019 Black Skimmer Dr.
Christina Perez	Christina Perez	1431 Whopping Crane Dr.
Alexander Perez	Alexander Perez	" " "
Robert S. Mosen	Robert S. Mosen	1433 Whopping Crane Dr.
Nancy Mosen	Nancy Mosen	1433 Whopping Crane Dr.
Janet Olszewski	Janet Olszewski	1023 Clamshell Court Conway
Sharon Frosch	Sharon Frosch	1113 Glossy Ibis Dr.
Wm. G. Galt	Wm. G. Galt	1208 Wood Stork Dr.
M. J. Galt	M. J. Galt	1208 Wood Stork Dr.
Ginny Hahn	Ginny Hahn	1016 Black Skimmer
Michael J. Green	Michael J. Green	1835 Wood Stork Dr.

Petition

William Sarsfield 1233 Wood Stark Drive William Sarsfield
 Natalie W. Stewart 1246 Wood Stark Drive Natalie W Stewart
 Allison Jo Henderson 1246 Wood Stark Drive Allison Jo Henderson
 Adair Pederson 1116 Richard Dr. Conway Adair Pederson
 Kevin Pederson 1116 Richard Dr. Conway Kevin Pederson
 Mary Eads 1101 Maraca Drive SE Mary Eads
 Walter Eads 1101 Maraca Drive SE Walter Eads
 James Eads 1101 Maraca Drive SE James Eads
 Amber Eads 1101 Maraca Drive SE Amber Eads
 Dot Porrello 1009 Wigdon Dr Dot Porrello
 Jodie Cleveland 1005 Wigdon Dr Jodie Cleveland
 Alan Skiles 1801 Wigdon Dr Alan Skiles
 Chris Carr 1010 Linpkin Dr Chris Carr
 Mary Voss 1014 Linpkin Dr Mary Voss
 Gay Harless 1025 Linpkin Dr GAY HARLESS
 Cara Lingle 1212 Whooping Crane Dr Cara Lingle
 Bryan Lingle 1212 Whooping Crane Dr Bryan Lingle

Petition

Kelli Blumensief 1029 Dowitcher Dr 29526
 G.R. Blumensief III 1029 Dowitcher Dr 29526
 Kathleen Wuter 1009 Bufflehead Dr 29526
~~X~~ 1009 Bufflehead Dr 29526
 Maria S. Wilson 1025 Dowitcher Dr 29526
 Daniel Wilson 1025 Dowitcher Dr 29526
 Thomas Parks 1005 Bufflehead Dr 29526
 Lucinda Parks 1005 Bufflehead Dr Conway SC 29526
 Ben May 1028 Dowitcher Dr Conway SC 29526
 Anthony Colomby 1013 Dowitcher Dr Conway SC 29526
 Nancy M. Aboyan 1008 Bufflehead Dr Conway SC 29526
 Dr 1008 Bufflehead Dr Conway SC 29526
 Michael J. Ruff 1024 Dowitcher Dr Conway SC 29526
 Alex Ell 1024 Dowitcher Dr Conway SC 29526
 Thomas L. Meltzer 1110 Whooping Crane Dr Conway SC 29526
 Sheryl K. Scott 1117 Whooping Crane Dr Conway SC 29526
 Katharine Scott " " " "
 David Scott " " " "
 Bev Holcomb 1131 Wigeon Dr Conway SC 29526
 Jack Mc 1201 Whooping Crane Dr Conway SC
 Laura Moore 1201 Whooping Crane Dr Conway
 Robin Wright 1305 Whooping Crane

Petition

House #
Theresa Felke

1219 Gule Ct

Maria Zick

11

Frank Zick

1224 Woodstork Dr, Conway

Woodstork Dr 1237

H. Shah

1236 Woodstork Dr

Paul M. Self

1253 " " "

Shirley

1255 Woodstork Dr.

Shirley

EDWIN PERC

" "

Shirley

EDWIN PERC

1262 Woodstork Drive

Shirley

TONY CURRANCE HAN

1258 Woodstork Drive

Shirley

Maeder

1212 Woodstork Dr, Conway

Dana Maeder

1013 Whiskey Pl, Conway

Mary Jennings

1221 Woodstork Dr

Greg Jennings

1221 Woodstork Dr

Don Hunter

1028 Whooping Crane Dr.

Vicki Wittenberg

1025 Whooping Crane Dr

Jim Wittenburg

1025 Whooping Crane Dr

Michael Harris

1017 Whooping Crane

Shirley

1017 Whooping Crane

Michael Schaefer

1009 Whooping Crane Dr

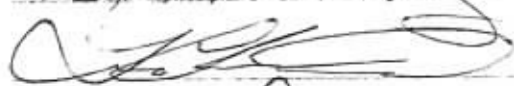

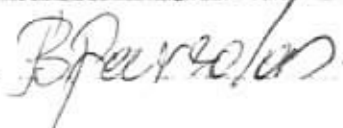
Jeannette Calton

1009 Whooping Crane Dr

R.B. Johnson

1105 Whooping Crane Dr

Petition

Charles S Ayars 1004 Noddy Ct Conway ^{SC} 29526
 Linda Weatz 1000 Noddy Ct. Conway SC 29526
 Dennis Wenz 1000 Noddy Ct. Conway SC 29526
 1005 Wigeon Dr, Conway SC 29526
 Jodi Churton 1005 Wigeon Dr. Conway, SC 29526
 Anita Garinlund 1865 Wood Stork Dr. Conway, SC 29526
 Phil Paul 1865 Wood Stork Dr. Conway SC 29526
 Ann  1857 Wood Stork Dr. Conway SC 29526
 Cynthia Huff 1855 Wood Stork Dr Conway SC 29526
 Tay & Will 1855 WOOD STORK DR Conway SC 29526
 Gary Emory 1853 Wood Stork Dr Conway SC 29526
 Mason Allen 1859 Wood Stork Dr. Conway SC
~~WASSIST~~ 1845 Wood Stork Dr Conway SC
 Heather NASSIST 1848 WOOD STORK DR
 H. NASSIST 1839 WOOD STORK.
 NASSIST 1839 WOOD STORK DRIVE
 Juliana Ussia 1821 Wood Stork Drive Conway, SC 29526
 Conor Brown 1821 Wood Stork Dr. Conway, SC, 29526
 B. P.  2221 Wood Stork Conway SC 29526

Petition

Jim Christ 1709 Woodstork
 Joe Schappa 1709 Woodstork
 Phil Miller 1801 Woodstork
 Monica Snyder 1801 Woodstork
 Mary Ann Shuchik 1805 Woodstork Dr.
 John Shuchik 1805 Woodstork Dr.
 Phil Miller 1809 Woodstork Dr.
 Jana Miller 1809 Woodstork Dr.
 Geraldine E. Luninghoff 1815 Woodstork Dr. Conway, S.C. 29526
 J. N. Collins 1827 Woodstork, Conway SC 29526
 Lisa Collins 1827 Woodstork Dr. Conway SC 29526
 Laura Duckham 1443 Whooping Crane Dr. Conway 29526
 Jean Belling 1236 Woodstork Dr. Conway
 Shigal Ryan 1317 Whooping Crane Dr. Conway
 Glen Miller 1004 Dowitcher Dr Conway
 Debra de la Cruz 1004 Dowitcher Dr Conway
 [Signature] 1009 Dowitcher Dr. Conway
 [Signature] 1009 Dowitcher Dr. Conway
 Matthew [Signature] 1837 Woodstork Dr. Conway
 Everett Nor 1837 Woodstork Dr. Conway
 Patricia Nor 1837 Woodstork Dr. Conway
 Britlyn Nor 1837 Woodstork Dr. Conway

Petition

Christine Stolz	1004 Clamour Court	C Stolz
Thomas Kelly	1004 Clamour Court	T Kelly
Cindy Rybka	1000 Clamour Ct	C Rybka
Stephen C Rybka	1000 Clamour Ct	Stephen
Steve Rybka	1000 Clamour Ct	Steve
Melissa Buehler	1000 Broad Ct.	M Buehler
Andrew Buehler	1000 Broad Ct.	Andrew Buehler
Jeff Buehler	1000 Broad Ct	Jeff
Karin Buehler	1000 Broad Ct	Karin Buehler
Heidi Smith	1716 Wood Stark Dr.	
Taylor Smith	1716 Wood Stark Dr.	
Roger Smith	1716 Wood Stark Dr.	
Heidi Smith	1007 Broad Ct.	
Heidi Smith	1028 Muscovy Dr.	
Scott O'Hara	1800 Wood Stark Dr.	
Melinda Faires	1001 Broad Ct	Melinda Faires
Jenn Austin	1812 Wood Stark Dr Conway	
Dustin Austin	1812 Wood Stark Dr Conway	
Bob Hayes	1814 Wood Stark Drive Conway	
Me Tran	1816 Wood Stark Dr Conway	
Chau Bui	1816 Wood Stark Dr Conway	
Jaden Tran	1816 Wood Stark Dr Conway	

Petition

- Maria Ayala 1012 Dowitcher Drive ~~Hackettstown NJ~~
Larry Merritt 1012 Dowitcher Drive Conway SC 29526
Albion Goldman Dowitcher Drive Conway, SC 29526
Anthony Holman 1013 Dowitcher Drive Conway SC 29526
Amy Goldman 1013 Dowitcher Drive Conway SC 29526
Thomas Hoffer, 1005 Dowitcher Dr. Conway SC 29526
THOMAS HOFFER 1005 DOWITCHER DR. Conway SC 29526
Annmarie Schuly 1032 MURRELET CT, Conway 29526
Mike Cassidy 1033 Dowitcher Dr. Conway SC, 29526
Amada Cassidy 1033 Dowitcher Dr Conway, SC 29526
Dale D. Jones 1034 MURRELET CT. Conway, SC 29526
Hry Wysz 1036 Muscovy PL Conway, SC 29526
Stacy Wynn 1036 Muscovy Pl Conway SC 29526
Reggy 1029 Clamour Court Conway SC 29526
Daryl 1027 Clamour Court Conway SC 29526
1023 Clamour Ct Conway SC 29526
James 1023 Clamour Ct Conway SC 29526
Mr & Mrs. Robert Deaysa 1001 Clamour Ct Conway
Girish Patel 1007 Clamour Ct, Conway
Gita Patel 1007 Clamour Ct, Conway
Rabab 11636 Wood Stark Dr. Conway
Carolyn Detrow 11636 Wood Stark Dr. Conway

Petition

Charles NUARA 1829 Wood Stork Dr. *Charles Nuara*
 Don FRYE 1028 Glossy 1015 Dr. *Don Frye*
 Victoria Walters 2791 Sanctuary Blvd. *Victoria Walters*
 John SCHOLL 1419 W. HOOPER ST. AND DR. *John Scholl*
 Kenneth GREENBERG 1004 WILMINGTON CT. *Kenneth Greenberg*
 Joy Sherman 1029 Spoonbill *Joy Sherman*
 Dale Manroel 1039 Muscovy Place *Dale Manroel*
 Peter Manroel 1039 Muscovy Place *Peter Manroel*
 Angela Hodgman 1253 Wood Stork Dr. *Angela Hodgman*
 Charles Hodgman 1253 Wood Stork Dr. *Charles Hodgman*
 Jacqueline Caporaso 1257 Wood Stork Dr. *Jacqueline Caporaso*
 Pura Caporaso 1257 Wood Stork Dr. *Pura Caporaso*
 Kimberly Grady Brown 1821 Wood Stork Dr. *Kimberly Grady Brown*
 Jeff Brown 1821 Wood Stork Dr. *Jeff Brown*
 MARY JEAN GULA 1009 Muscovy Pl. *Mary Jean Gula*
 Michael Tierra Coles 2100 Wood Stork Dr. *Michael Tierra Coles*
 Bobbie Hackett 710 Kimberly B. Hackett *Bobbie Hackett*
 Terri Glover 852 Old Magnolia Dr. Conway *Terri Glover*
 Robert Alpert 2115 Wood Stork Dr. *Robert Alpert*
 Donna Alpert 2115 Wood Stork Dr. *Donna Alpert*
 Robert Gilliland 1000 Stilt Court *Robert Gilliland*
 Lynette Gilliland 1000 Stilt Court *Lynette Gilliland*

Petition

Scott Pohlman 1100 Whooing Crane Dr. Scott P

Jeanette Mikesh 1020 Glossy Ibis Jeanette Mikesh
ANTHONY W. FERDIOLO 1023 Glossy Ibis Anthony W. Ferdiolo

JENNIFER ROSEBUSH 2227 Wood Stork Dr. Jennifer Rosebush

Cathy Milliren 1254 Wood Stork Dr. Cathy Milliren

Jason Milliren 1254 Wood Stork Dr. Jason Milliren

Joy Ashy 2116 Wood Stork Dr. Joy Ashy

Paul Ashy 2116 Wood Stork Dr. Paul Ashy

William Apicelli 2120 Wood Stork Dr. William Apicelli

Michelle Apicelli 2120 Wood Stork Dr. Michelle Apicelli

Raymond Apicelli 2120 Wood Stork Dr. Raymond Apicelli

Brianne Apicelli 2120 Wood Stork Dr. Brianne Apicelli

Angel Morales 1001 Buttehead DR. Angel Morales

Nuria Morales 1001 Buttehead DR. Nuria K. Morales

Angel A. Morales Jr. 1001 Buttehead DR. Angel A. Morales Jr.

FX Williams 1447 Whooing Crane FX Williams

Karen Williams 1447 Whooing Crane Karen Williams

Matthew Stewart 1046 Wood Stork Dr. Matthew Stewart

Byron Gutwein 1001 Whooing Crane Dr. Byron Gutwein

Petition

DAVID FOWLER 1005 Whimbrel Ct Conway SC (Wild Wing)
Emily Ashcroft 1005 Whimbrel Court Conway SC (Wild Wing)
SANDRA PICK 1001 WHIMBREL CT, CONWAY SC (WILD WING)
Allison Pick 1001 Whimbrel Ct, Conway SC (Wild Wing)
Joanne McPoland 1000 Whimbrel Ct. Conway, SC.
Keeey McPoland 1000 Whimbrel Ct Conway S.C.
Heriberto Ibarra 1204 Whooping crane drive Conway SC
CLAUDIA IBARRA 1204 WHOOPING CRANE DR. CONWAY SC
Emily Ibarra 1204 Whooping Crane Drive Conway SC
Annette Ibarra 1204 Whooping Crane Drive Conway SC
Ryan DePinxo 1008 + Wood Ct Conway SC
Colin Wills 1008 + Wood Ct Conway SC
Budd & Christina Henry 1121 Glossy Ibis Dr. ^{Conway SC 2952}
Nick Barrett 1818 Wood Stock Dr. Conway SC
Maxine Campbell 627 Woodman Dr. Conway SC
David E. Wells 1008 Twitcher Dr. Conway, SC
Marie B Schell 1419 Whooping Crane Dr. Conway, SC
Barbara J. Spear 1017 Spoonbill Dr. Conway SC
Edwene C. Spear 1017 SPOONBILL DR. CONWAY SC
James C. Spear 833 FORE ROAD FLORENCE, SC 29506
ABER GRACIN 4446 RICE FIELD RD MURRELLS INLET SC
Ana Garcia 4446 RICE FIELD RD MURRELLS INLET SC

Petition

Steve Farusa 1030 Murrelet Ct 29526
Deb Borden 1030 Murrelet Ct. 29526
Stacey Brophy 1004 Gallinule Dr. 29526
Greg Brophy 1004 Gallinule Dr. 29526
Christin Prete 1712 Woodstork 29526
Dix Prete 1712 Woodstork 29526
Steve Scaffa 1100 Spoonbill Dr. 29526
Todd Westfall 1120 Maccos Dr 29526
Jennifer Mitchell 1120 Maccos Dr 29526
Jaelyn Williamson 1120 Glassy Ibis Drive 29526
Darren Williamson 1120 Glassy Ibis Dr. 29526
Nancy Scaffa 1100 Spoonbill Dr Conway 29526
Mark Prengle 2101 Woodstork Drive, Conway SC, 29526
Diane Prengle 2101 Woodstork Drive 29526
Sunshine Knowlin 5021 Windrick Ct 29579
Simone Hunt 2864 Pegasus place 29577
Thomas Hackenjos 5377 Abbey Rd Loop Pk 29579
~~Susan A. Thronson~~ Wofford Circle
~~Mark D. Thronson~~ Allspice Lane
Myshan Marquacci Allspice Lane MB SC 29579
Shirley + Alice Baker 2231 Woodstork Drive
Conway SC 29526

Petition

Michele Decet 1042 Whooping Crane Conway 29526
 Karen & Michael 1019 Glossy Ibis Dr. Conway SC 29526
 Margie Elias 2107 Wood Stork Dr. Conway 29526
 Michael Elias 2107 Wood Stork Dr. Conway, 29526
 Kathleen Maken 241 Black Bear Rd Myrtle Beach SC 29588
 John Michael 4517 G Gilvor Dr Myrtle Beach SC 29579
 CALL GRIFFITH JR. 1002 Whimbrel Ct. Conway, SC 29526
 Rebecca Griffith 1002 Whimbrel Ct Conway, SC 29526
 MIKE HICKS 2019 WOOD STORK Conway SC
 Emily Hicks 2019 WOOD STORK Conway SC
 Jo Alex Calle 2108 Wood Stork Dr. Conway SC
 Maria V. Calle 2108 Wood Stork Dr. Conway SC 29526
 Tom & Sharon Retzki 1070 Wigeon Dr - Conway SC
 Allen & Joy Sherman 1029 Spoonbill Dr. Conway SC 29526
 DENNIS JOHNSON 1107 WIGEON DR CONWAY 29526
 LINDA JOHNSON 1107 WIGEON DR CONWAY 29526
 Tracy Nardo 1005 Stilt Ct Conway 29526
 Brian Nardo 1005 Stilt Ct Conway 29526
 Lee Anne Dusenbury Maccos Dr Conway 29526
 William P Kent 1001 Spoonbill Dr 29526
 Rose Ann Kent 1001 Spoonbill Dr 29526
 David Dunavant 1479 Whooping Crane Dr. 29526
 Kelly Dunavant 1479 Whooping Crane Dr. 29526

Petition

Nina Oshiokpekhai 2220 Woodstock Drive, 29526
Celia Solomita 2220 Woodstock Drive, 29526
Tom Oshiokpekhai 2220 Woodstock Drive, 29526
Kate Johnson 1008 Glossy Ibis, 29526
Jose Mendez 1427 Whooping Crane Dr Conway SC 29526
Janine Mendez 1427 Whooping Crane Dr Conway SC 29526
Steven Pick 1001 Whinnet Ct. Conway, SC 29526
Kimberly Allen 1859 Woodstock Dr Conway SC
KITWANA ABRAHAM 1416 GADWALL CT Conway SC
JANETTE HARRO 1416 GADWALL CT Conway SC
Jessie Allen 1008 Clamor Ct Conway, SC
Bob Allen 1008 Clamor Ct Conway SC
Clair Allen 1008 Clamor Ct Conway SC
Jack Allen 1008 Clamor Ct Conway SC
PAT HARTRANET 100 CYPRESS POINT COURT
Anita Townsend 2216 Woodstock Dr
D. E. Townsend 2216 Woodstock Dr
Mark R01330 2224 WOODSTOCK
Lise Macillo 2233 Woodstock Drive
Mike Macillo 2233 Woodstock Drive

Petition

PRINT NAME	ADDRESS	SIGNATURE
Janet Lanier	1437 Whooping Crane Dr	Janet Lanier
Robert Haggins	1437 Whooping Crane Dr.	Robert Haggins
Vernon Reed	1848 Wood Stark Dr	Vernon Reed
Frederick Reed	1848 Wood Stark Dr	Frederick Reed
La'Monica Reed	1848 Wood Stark Dr	La'Monica Reed
Debra Smith	1848 Wood Stark Dr	Debra Smith
Frank Gudzinski	1832 Wood Stark Dr	Frank Gudzinski
LAREN FORMAN	1832 Wood Stark Dr	LAREN FORMAN
Jessy Rose	1828 Wood Stark Dr	Jessy Rose
Julie Conica	1825 Wood Stark Dr	Julie Conica
PAN MORSON	1001 Noddy Ct	PAN MORSON
Heidi Norton	1001 Noddy Ct	Heidi Norton
Nicholas Norton	1001 Noddy Ct	Nicholas Norton
Hannah Norton	1001 Noddy Ct	Hannah Norton
Rita Chambers	1114 Wigeon Dr	Rita Chambers
David Chambers	1114 Wigeon Dr	David Chambers
Daniel Visconti	1118 Wigeon Dr.	Daniel Visconti
Tina Visconti	1118 Wigeon Dr.	Tina Visconti
Nicholas Visconti	1118 Wigeon Dr	Nicholas Visconti
Stanley Brown	1113 Wigeon Dr	Stanley Brown

Petition

Name	address	Signature
Janice Dawson	1123 Wigeon	Janice
Kerrie Purdy	1030 Whooping Crane Dr	Kerrie Purdy
Beth Hunter	1028 Whooping Cr. Dr.	Beth Hunter
Thomas E. Jordan	1216 Wood St. Dr.	Thomas E. Jordan
Beth A. Jordan	1216 Wood St. Dr.	Beth A. Jordan

Geoff Gatling	1113 whoopy Crane Dr.	Geoff Gatling
JACQUE CAPRANZI	1257 WOOD STORK DR	J. Capranzi
PHILIP CAPRANZI	1257 WOOD STORK DR	Philip Capranzi
LORRAINE GIRARDIN	1309 Whooping Cr.	L. Girardin
Diane Dunham	1021 Limpkin Dr	D. Dunham
Robyn Marelli	1212 Woodstork Dr.	R. Marelli
Doreen Bennett	1229 Wood Stork Dr	D. Bennett
CHARLES BENNETT	1229 WOOD STORK	C. W. Bennett
Kathleen Moran	1029 Muscovy Pl	Kathleen Moran
Roger Morin	1029 Muscovy Pl	Roger Morin
Arlene Scire	1016 Muscovy Pl	Arlene Scire
DAVID KRAMP	1270 WOOD STORK DR	D. Kramp
VINCENT SCIRE	1016 MUSCOVY PL.	V. Scire
SHARON & KEN FENNEL	1301 Woodstork	Sharon & Ken Fennell

Petition

Jahmel Green 1016 Noddy Ct

Jim GARD 1106 W. 1st St. Conway, SC 29526

Edith McCue 2003 Wood Stork Dr Conway 29526

Michael McCue 2003 Wood Stork Dr Conway 29526

Quinn R. Ruff 2008 Wood Stork Dr. Conway 29526

Shella M. Ruff 2008 Wood Stork Dr Conway 29526

Scott 2007 Wood Stork Dr. Conway 29526

IB Melendez 2007 Wood Stork Dr Conway 29526

Charlotte Scott 2007 Wood Stork Dr Conway 29526

Kathryn M. Kufa 2001 Wood Stork Dr Conway 29526

Kurt Kufa 2001 Wood Stork Dr. Conway, SC 29526

Shirley Harris 1009 MACCOA DR, CONWAY, SC

E. Harris 1009 " " " "

Calvin 1001 Maccoa Dr 29526

Wanda Little 1001 Maccoa Dr 29526

Gregory S. Lowry 1116 Maccoa Dr., Conway, SC 29526

Julius J. Mucha 1116 Maccoa Dr., Conway, SC 29526

Colt Inno 1115 MACCOA DR, CONWAY, SC 29526

Cynthia Dean 1119 Maccoa Dr Conway SC 29526

Wale E. Dean 1119 Maccoa Dr Conway SC 29526

Patricia Ruff 1025 Packard Dr Conway SC 29526

Marlene Page 1025 Packard Dr Conway SC

Chris A. Ayers 1004 Noddy Ct Conway SC

Petition

Robert R. Mirror - March 1829 Woodstock Dr
 1005 CLAMOUR CT. Conway SC
 Deice Cat 1005 CLAMOUR CT. Conway
 JAY AN 1837 Woodstock Dr. Conway
 Rose Brauer 1116 Glossy Ibis Dr. Conway
 Ryan Brauer 1116 Glossy Ibis Dr. Conway
 James Taylor 1133 Glossy Ibis Dr. Conway
 Joan Tew 1133 Glossy Ibis Dr. Conway
 Nicole Pandelou 1105 Glossy Ibis Dr. Conway
 Michael Pandelou 1105 Glossy Ibis Dr. Conway
 Daryl He 1101 Glossy Ibis Dr. Conway
 Mark He 1024 Whooping Crane Dr. Conway
 Andrew Kowch 1024 Whooping Crane Dr. Conway
 Jay H 1008 Glossy Ibis Dr. Conway
 Fran Thompson 1008 Glossy Ibis Dr. Conway
 Greg Thompson 1008 Glossy Ibis Dr. Conway
 Devin Munay 1124 Spoonbill Dr. Conway SC 29526
 Gerald Doh 1038 Muscog PL, Conway SC 29526.
 Colleen Calvano 2012 Woodstock Dr. Conway SC 29526
 Joseph Clum 2012 Woodstock Dr. Conway SC 29526
 Patty R. L. 2012 Woodstock Dr. Conway SC 29526

Petition

PRINT NAME	ADDRESS	SIGNATURE
Sharon L. Thompson	1101 Spoonbill Dr	Sharon L. Thompson
Nikhil Patel	1033 Spoonbill Dr	
Tripti Patel	1033 Spoonbill Drive	Tripti Patel
Glen W. Thompson	1101 Spoonbill Dr	Glen W. Thompson
Maria Pearson	1109 Spoonbill Dr	Maria Pearson
Brandon L. Rock	1109 Spoonbill Dr	Brandon L. Rock
Cindy Angelicola	1113 Spoonbill Dr	Cindy Angelicola
Teresa Carroll	1117 Spoonbill Drive	Teresa Carroll
John M. Kesh	1020 Glassy Iris Dr	John M. Kesh
Miles Wright	1024 Spoonbill Dr	Miles Wright
Victoria Hevert	1016 Spoonbill Dr	Victoria Hevert
BYRON SAYRES	1008 Spoonbill Drive	Byron Sayres
Sarah Sayres	1008 Spoonbill Drive	Sarah Sayres
Patricia Page-More	1004 Spoonbill Dr	Patricia Page-More
Tom McLoughlin	1005 Spoonbill Dr	Tom McLoughlin
Bryan McLoughlin	1005 Spoonbill Dr	Bryan McLoughlin
Sharon Hunt	1021 Spoonbill Dr	Sharon Hunt
BILL HUNT	1021 Spoonbill Dr	Bill Hunt
H. Aptt	1025 " "	H. Aptt
Bill Aptt	1025 " "	Bill Aptt
Robyn Doyle	1038 Muscovy Pl	Robyn Doyle

Petition

Michael Hull 2337 Wood Stork Dr
Raymond Tripler 2232 wood stork DR.
Jill Tripler 2232 wood Stork Drive
Jill Mastrellotti 2232 wood Stork Drive
Michelle Apicelli 2120 Wood Stork Dr.
Raymond Apicelli 2120 Wood Stork Dr
Brunno Apicelli 2120 Wood Stork Dr
Will Apicelli 2120 Wood Stork Dr
Carol & Patrick 2119 Wood Stork Dr.
Mary & Robert 2119 Wood Stork Dr.
Joseph Maguire 1001 Dowitcher DR
Tracy Maguire 1001 Dowitcher DR
Cindy Orelli 1037 Dowitcher Dr.
Angelo Orelli " " "
George Terlizzi 2785 SANCTUARY BLVD
Emilia Padlowski 2615 Willet Cove
ROBERT PADLOWSKI 2615 WILLET CV
Todd Cunningham 1262 Wood Stork Dr
Barbara & Gary Van Gundy 2607 Willet Cove
Tom & Cheryl Stasiuk 2620 WILLE COVE
Tyler Thomas 843 907 0437 602 Maywood Rd
Ted & Vicki Walters 2791 SANCTUARY BLVD

Petition

Name	address	signature
Don V. Kuntz	1005 Wiscovy Pl	Don Kuntz
Reagan Nassisi	1845 Woodstark Dr	Reagan Nassisi
Cylee Nassisi	1843 Woodstark Dr	Cylee Nassisi
Linda S. Brown	1113 Wigwag Dr.	Linda S Brown
Mary E. Lipsch	788 Wild Wing Blvd	Mary E Lipsch
Tracey Budd	1114 Wigwag Dr	Tracey Budd
Michael Budd	1114 Wigwag Dr	Mike Budd
Gerold Bendley	1017 Limpkin Dr	Gerold Bendley
Cathy Bendley	"	Cathy Bendley
BILL RAYMOND	1105 WIGWAG DR	Bill Raymond
MARGUERITE RAYMOND	1105 wigwag DR	Marguerite Raymond
Tom Davis	1001 Limpkin Dr	Tom Davis
Shirley Davis	1001 Limpkin Dr	Shirley Davis
David H. Moore	1103 Wigwag Dr	David Moore
Verna Moore	1103 Wigwag Dr	Verna Moore
Kathleen Parbato	1072 Wigwag Dr	K Parbato
Amber Blackwell	1228 Woodstark	Amber Blackwell
Richard Blackwell	1068 Wigwag Dr	Richard Blackwell
Kay Blackwell	1068 Wigwag	Kay Blackwell
Jane Fortune	1052 Wigwag Dr	Jane Fortune

Petition

NAME	ADDRESS	SIGNATURE
Raein Tomsic	1021 W. 100th Dr	Raein Tomsic
Mike & Michelle Nappi	1012 Blackskimmer Dr	Michelle Nappi
William Sarsfield	255 Wood Stark Drive	William Sarsfield
Mary Sarsfield	1021 W. 100th Dr	Mary Sarsfield
Debbie Busby	2208 Wood Stark Dr	Debbie Busby
Steven Busby	2208 Wood Stark Dr	Steven Busby
Cathy Chesnault	1014 Muskeg Ct	Cathy Chesnault
DAVID CHESNAULT	1014 Muskeg Ct	David Chesnault
Robert McGlary	1011 Muskeg Ct	Robert McGlary
Tammy McGlary	1011 Muskeg Ct	Tammy McGlary
Willie Jones	1012 Muskeg Ct	Willie Jones
Catherine Jones	1008 Muskeg Ct	Catherine Jones
William Jones Jr	1008 Muskeg Ct	William Jones Jr
W Jones	1000 LIMPKIN	W Jones
C. D. Jones	1000 LIMPKIN	C. D. Jones
Egea Chidress	1000 LIMPKIN	Egea Chidress
Kevin F. Feltre	1004 Limpkin Dr.	Kevin F. Feltre
Rachel Monaghan	1004 Limpkin Dr.	Rachel Monaghan
Angie E. Velasquez	1008 Limpkin Dr	Angie E. Velasquez
12th St	1009 Limpkin Dr.	12th St
Megan Fields	1009 Limpkin Dr.	Megan Fields

Petition

Tommy Cooke 1308 Wharfway Crampton St Conway

Michelle Pickering 1308 Whapping Cranes Quay

Kim Wearner 1455 Whooping Crane Dr.

Yachary Stevens 1032 Wigeon Dr. Conway

Jessica Stevens 1032 Wigeon Dr Conway

FRANCES NAVARRETE 1000 Wilshire Drive D.

Chow 1000 Whooping Cranes

West Daks 10000 5474 Cont-

CHIP FORTUNE 1057 WILSON DR Chip Fortune

Shawn Fee 1056 moorhen ct Sh 2a

Kris Fee 1056 Moorhen Ct. Hesperia

Janet Claude Hor 1052 Wagon Dr. Janet Claude Hor

Harry & Mills 1033 Wagon Dr

Field Mills 1033 Wagon DR.

Barbara Dowell 1009 Wilson Dr.

11/9/2014 10:11 AM

1029. Wigondr.

1028 Wiggins Dr.

Signature 1028 Wilson St

ROBERT MARTIN 1013 WIGLOW DR. TMDR

James Beal Jr 1012 Wilson Dr

Kristin Hamilton 1012 Wilson Ave

Peter P. Kunkle 1089 Windsor Dr

DATE: October 5, 2023

AGENDA ITEMS: IV.C.2 & IV.D.1

ISSUE:

Request by Thomas & Hutton, agent, to annex approx. 445 (+/-) acres of property located at or near the corner of Hwy 378 & Juniper Bay Rd, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40) districts to the City of Conway Planned Development (PD) district, as well as a request to rezone approx. 40.53 (+/-) acres located on Hwy 378, Dayton Drive, and Dunn Shortcut Rd (PIN's 336-00-00-0045, 337-00-00-0011, -0012, and 337-08-01-0004) from the City of Conway Heavy Industrial (HI), High-Density Residential (R-3) and Low/Medium-Density Residential (R-1) districts to the City of Conway Planned Development (PD) district;

- and -

Previously Deferred ...Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on Hwy 378, Juniper Bay Rd, and Dunn Shortcut Rd, to be known as the Tributary Planned Development, and consisting of approx. 486 +/- acres (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 370-00-00-0011, 370-04-01-0004, 337-00-00-0009, -0011, -0012, and 337-08-01-0004).

BACKGROUND:

The applicant is seeking to annex and/or rezone the aforementioned properties for the purposes of developing as a Planned Development (PD). Also proposed is a Development Agreement for the subject property.

Per the applicant's submittal, the planned development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Stalvey Rd, and Dayton Dr.

The proposed PD will also be bound by a Development Agreement; the details of which are included in this packet (*draft document*), and is on this agenda for consideration.

Proposed Density:

Per the most recent master plan submitted, the proposed density was 1,327 units. However, there are a couple of tracts within the master plan that are "flex tracts", which could contain multifamily uses instead of commercial, bringing the maximum density to 1,767 units. Refer to the table provided in the narrative for density proposed for each tract within the PD. With the exception of these flex tracts, the residential will consist of single-family detached, single-family semi-attached, and townhouses.

Wetlands / Flood Zones

There are no flood zones within the project area. There are approximately 59 acres of wetlands identified on the Open Space Master Plan.

Current Zoning of Property

Current Zoning of properties currently in the county's jurisdiction include: Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40).

Per Horry County's Zoning Ordinance, Section 201 – Districts Intent Statements:

the **CFA district** is intended to *be reserved and utilized for agriculture, forestry, residential, commercial, social, cultural, recreational, and religious uses.*

the **HC district** is intended to *establish and appropriate land reserved for general business purposes and with particular consideration for the automobile-oriented commercial development existing or proposed along the county's roadways. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service, amusement, entertainment, and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial or other uses capable of adversely affecting the basic commercial character of the district.*

The **SF40 district** is intended to *be utilized in areas when, due to its remoteness, the impermeability of soil, soil characteristics or the absence of the necessary urban services, development or higher density is undesirable or infeasible. A primary objective of the one acre residential district is to prevent undesirable urban sprawl and to exclude land uses which demand a level of urban services which are impossible to provide.*

Requesting Zoning of Property Upon Annexation into the City of Conway

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

Water / Sewer Availability

This project is within the City's utility service area.

COMPREHENSIVE PLAN:

The City's Future Land Use Map identifies these properties as the following:

PIN's 336-00-00-0043, -0044, -0045, and 370-00-00-0011: identified as **Industrial** on the future land use map. The future land use map does not distinguish between Light and Heavy Industrial.

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

*Per Section 3.2.14 of the UDO, the intent of the **Heavy Industrial (HI)** district is to accommodate areas for heavy manufacturing, distribution, and processing.*

PIN's 336-13-04-0006, 336-15-03-0003, 336-14-04-0011, and 370-04-01-0004: identified as **Highway Commercial (HC)** on the future land use map.

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

PIN's 337-00-00-0009, -0012, and 337-08-01-0004: identified as **Low-Density Residential** on the future land use map.

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

PIN 337-00-00-0011 is identified as **High-Density Residential** on the future land use map.

*Per Section 3.2.5 of the UDO, the intent of the **high-density residential** district is to provide areas for high-density residential development in the City of Conway and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.*

Permitted Uses Proposes (*refer to Master Plan and PD narrative for specifics*)

Property (Tract)	Current Zoning	Proposed Zoning (uses)
R-1	County CFA; HC; SF40	PD SF detached (37' lot width) SF detached (42' lot width) SF detached (52' lot width) Duplex units (SF semi-attached) Townhomes (SF attached)
R-2	County CFA	PD SF (42' lot width) SF (52' lot width) Duplex units Townhomes
R-3	City R-3 (high-density residential)	PD SF (37' lot width) Townhomes
R-4	City R-1 (low/medium-density residential)	PD SF (37' lot width) Townhomes
R-5	County CFA	PD SF (42' lot width) SF (52' lot width)
F-1	County HC; CFA / City HI	PD HC uses; Townhomes; Multifamily; CRCF facilities (excl. group homes); Mini-storage (as a principal use)
F-2	County HC	
C-1	County HC; CFA	PD HC uses; CRCF facilities (excl. group homes); Mini-storage (as a principal use)
C-2	County CFA	

Packet Inserts:

The applicants have also provided the following:

- Traffic Impact Analysis;
- PD Narrative w/ exhibits (*with staff comments in red*);
- Master Plan;
- Development Agreement (*draft*)

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*).

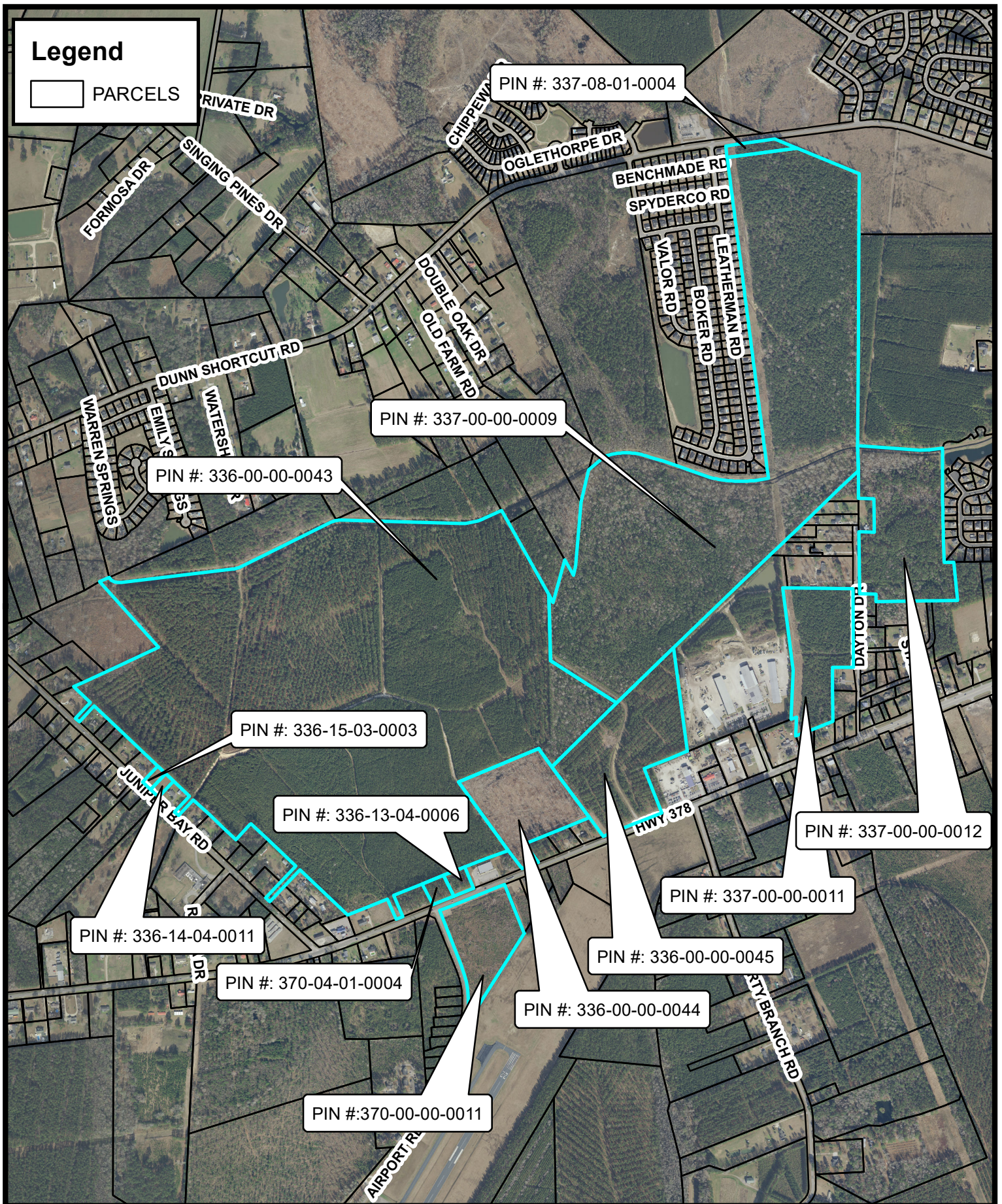
The length of the development agreement varies, and depends on the size of the property to be included in the agreement. The minimum size for a property to be included in any development agreement is 25 acres of highland – which is determined by local ordinance (*i.e.* land above the 100-year flood plain).

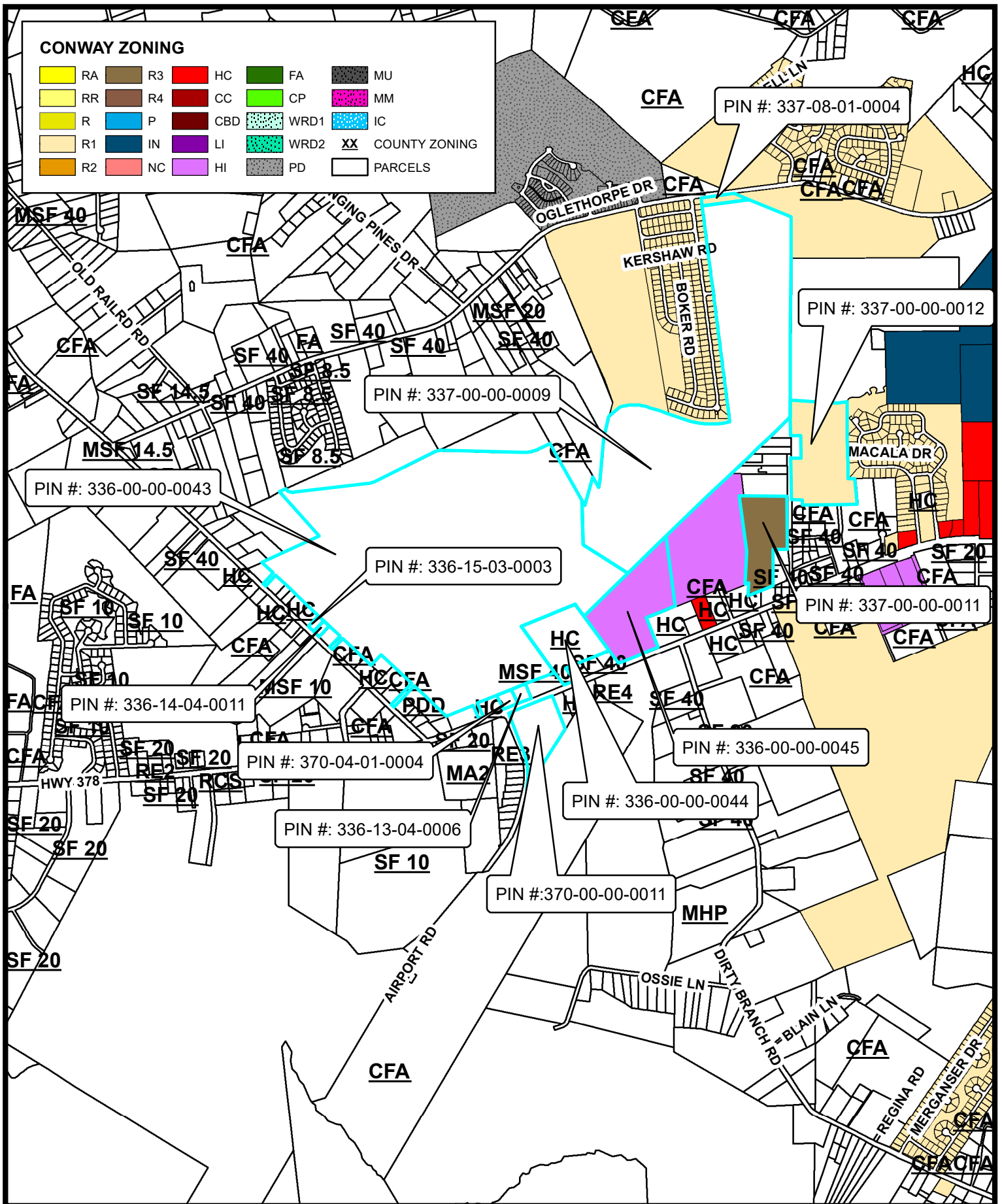
PUBLIC HEARINGS REQUIRED. Prior to adoption of a development agreement, the governing body must hold at least two (2) public hearings, which if authorized by the governing body, can be conducted by Planning Commission (per SC Code § 6-31-50(A)). Notice of the intent to consider a development agreement 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)).

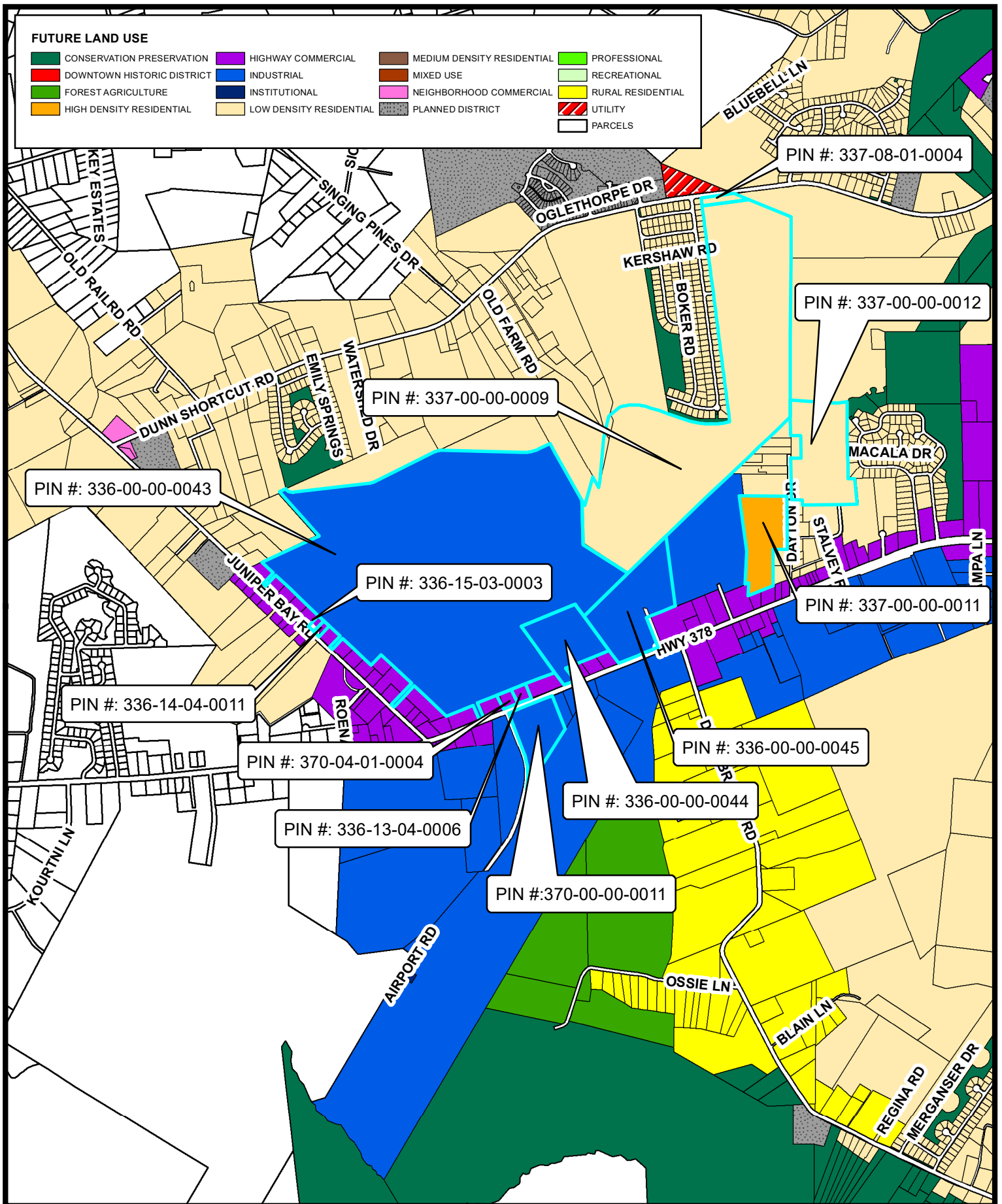
Additional information regarding development agreements can be provided if needed.

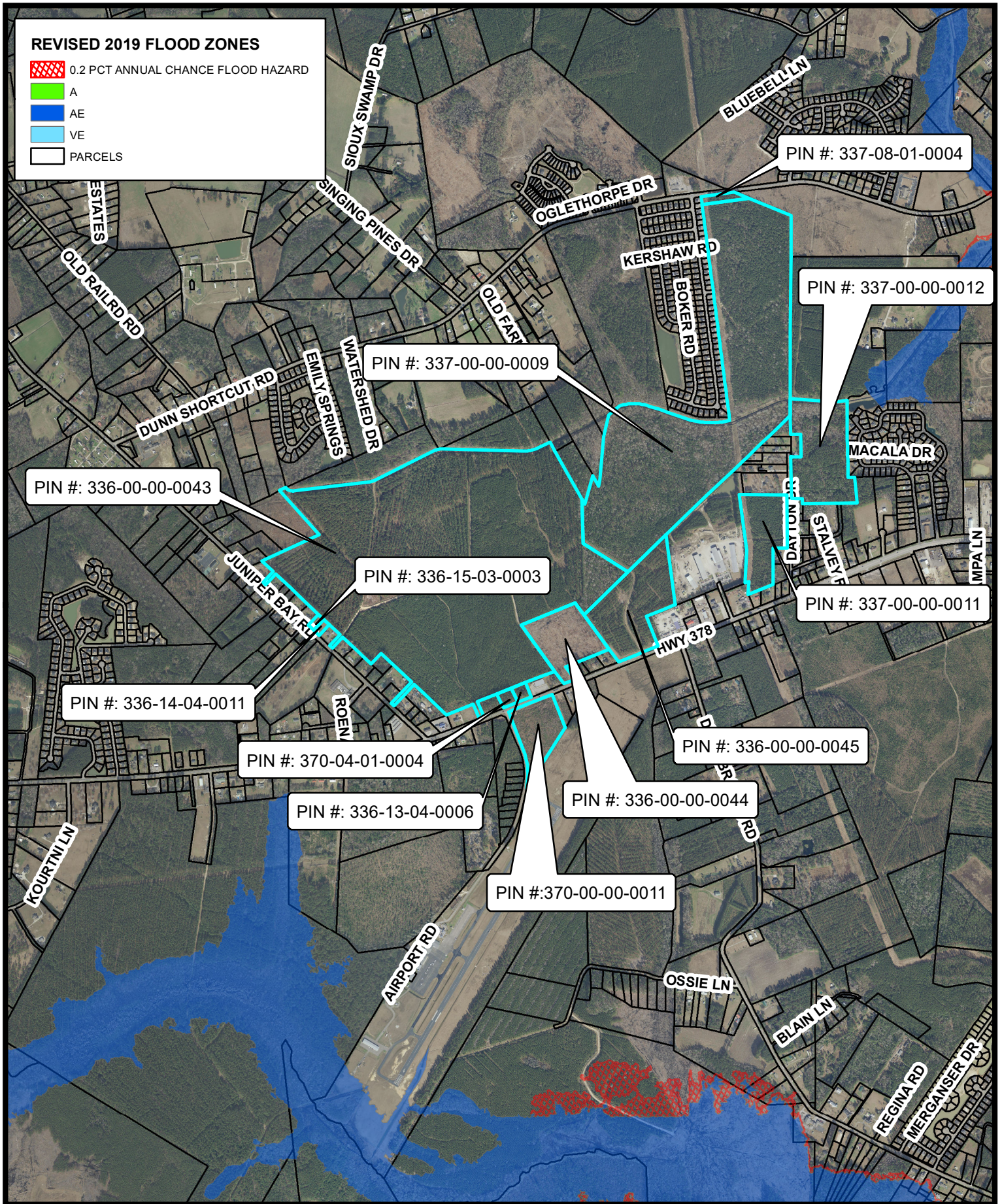
STAFF RECOMMENDATION:

Staff recommends that Planning Commission hold the public hearing on the request for both the annexation and development agreement, and defer the request to give the applicant time to address staff's comments on the submittal.









STAFF COMMENTS IN RED

**TRIBUTARY PLANNED DEVELOPMENT
NARRATIVE
WITH STAFF EDITS/COMMENTS**

TABLE OF CONTENTS

SECTION 1

- NARRATIVE
- BUBBLE PLAN – The master plan needs to be included. A bubble plan is not sufficient in lieu of the master plan for the PD
- OPEN SPACE PLAN
- CONCEPTUAL WATER PLAN
- CONCEPTUAL SEWER PLAN
- CONCEPTUAL DRAINAGE PLAN
- STREET FRAMEWORK PLAN
- STREET SECTIONS
- TOPO EXHIBIT

ATTACHMENT A (What is this an attachment to?)
Summary of Tributary Planned Development District (PDD)
ORDINANCE #ZA2024-XX-XX

Tributary Planned Development is located in the City of Conway near the intersection of SC Highway 378 and Juniper Bay Road. The project is identified as 486.5 acres consisting of PINs 336-00-00-0043, 336-00-00-0044, 336-00-00-0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-00-00-0011, 337-00-00-0012, 337-08-01-0004, 370-00-00-0011 and 370-04-01-0004.

The Planned Development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from S.C. Hwy. 378, Juniper Bay Road, Dunn Short Cut Road, and Stalvey Road. The community is near regional highways including US 501, S.C. Hwy. 701, and S.C. Hwy. 905. What about Dayton?

Open space is varied and provided throughout the development in the form of passive and active features, with a pronounced linear parkway on the north side parallel to and encompassing Oakey Swamp. Spatial and landscape buffer treatments around the perimeter and environmentally sensitive areas enhance and protect existing land uses, residents and the general public.

Section 1. Use Districts

Table 1: Site Plan Table

Use District	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	Percentage of Project
Residential R-1 (what are the residential dwelling type for the R tracts?)	768	244.9	215.6	29.2	3.1	3.6	50%
Residential R-2	284	80.8	73.2	7.6	3.5	3.9	17%
Residential R-3	66	14.7	14.7	0.0	4.5	4.5	3%
Residential R-4	148	32.0	30.7	1.3	4.6	4.8	7%
Residential R-5	193	67.3	66.0	1.3	2.9	2.9	14%
Flex District F-1	300	32.1	27.7	4.5	9.3	10.8	7%
Flex District F-2	8	0.9	0.9	0.0	8.7	8.7	0%
Commercial C-1	N/A	2.7	2.7	0.0	N/A	N/A	1%
Commercial C-2	N/A	10.9	10.9	0.0	N/A	N/A	2%
Totals	1,767	486.5	442.5	44.0	3.6	4.6	

The master plan received in July showed a density of 1,327. If the additional units are to account for the multifamily density that could be built in lieu of commercial on the Flex tracts, please provide a plan that shows the multifamily structures that could be built.

Section 2: Permitted and Conditional Uses

Use districts shall be in accordance with Exhibit A entitled “*Conceptual Plan*”

A. Permitted Residential Uses (Where each type of residential is proposed needs to be provided, for example, Tract R-1 – Single Family Detached; Tract R-5 – Single Family Detached or Attached, etc.)

- Single-family detached
- Single-family semi-attached (*i.e. duplex*)
- Townhomes

B. Permitted Flex District Uses

- All uses allowed in Highway Commercial (HC) (*all of the uses listed below (except residential uses) are permitted in HC. Seems repetitive to say all uses in HC, and then list uses that are allowed in HC*)
- ~~Live/Work~~ Townhomes (*“live/work” not necessary*)
- Multi-family
- Community Residential Care Facility (CRCF), *excluding* Group Homes
- Assembly
- Dry Cleaner w/ drive-thru (*you may want to say “with or without” drive-thru*)
- Veterinarian
- Car Wash
- Farmers Market
- Outdoor Dining
- Mini-Storage (including outdoor storage) - *this needs to be a “conditional” use, not an outright permitted use, as there are a lot of conditions associated with mini-storage and outdoor storage in HC. Otherwise, you need to specify separately what tracts you want this on, and may want to consider an industrial tract if the mini storage use will not be able to comply with all of the conditions specified in HC for the use. This may solve the “metal siding” issue also – if location is specified.*

C. Commercial District Uses

- All uses allowed in Highway Commercial (HC)
- Community Residential Care Facility (CRCF), *excluding* group homes
- Assembly
- Dry Cleaner w/ drive-thru
- Veterinarian
- Car Wash
- Farmers Market
- Outdoor dining
- Mini-Storage (including outdoor storage) – *this needs to be a “conditional” use, not an outright permitted use, as there are a lot of conditions associated with mini-storage and outdoor storage in HC. Otherwise, you need to specify separately what tracts you want this on, and may want to have*

STAFF COMMENTS IN RED

an industrial tract, or list specifically what conditions you would like to request this use would be subject to.

I think you need to break down Commercial 1 v. Commercial 2. I would also only allow the mini-storage on F-1 areas.

D. Conditional Uses

- ~~Uses defined as Conditional per the City of Conway Unified Development Ordinance (UDO) shall not be subject to Community Appearance Board (CAB) approval.~~

They wouldn't be subject to CAB approval – the properties are not located within a Historic Design review district (HDRD). They will need to be subject to *Article 5 – Specific Use Regulations* of the UDO.

- Mini-storage, including outdoor storage. Shall be considered a “principal” use and subject to the dimensional and landscape requirements herein (where?). All other requirements of Sec. 5.1.29 of the City’s UDO shall be required.
- Corrugated metal siding shall be allowed on facades when used in conjunction with other complimentary materials.

This is not a use. This is a design standard. You will need to have a design standards section of the PD if you would like to request different design standards than what the UDO required for residential or non-residential structures. Staff cannot support this on the HC tracts, especially if there is frontage along Hwy 378.

Section 3: Dimensional Standards

See table on following page for staff suggestions for clarity.

Use	Lot Area	Min. Lot Width	Min. Lot Depth	Setbacks				Height
				Front	Side	Rear	Side Corner	
Residential Districts	1,800 sf	18'	100'	15'	5'	20'	10'	40'
Flex Districts	1,800 sf	18'	100'	15'	5'	20'	10'	65'
Commercial Districts	8,000 sf	80'	100'	30'	15'	20'	20'	65'

This is too vague and implies that any residential lot/use can be as small as 1,800 sf. You need to break down the residential uses with lot sizes. Single-family detached lots cannot be 1,800 sq. ft. with a min. lot width of 18'. For instance, you could list the Dim. Standards like provided in table on the following page (example only).

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Table 2: Dimensional Standards by Use/Dwelling Type (this table is based on a previous plan received a few weeks ago that showed exact lot widths based on tract. There are some clarifications needed, but we can work from this)

Tract	Use / Type ₁	Min. Lot Size (square feet)	Min. Lot Width	Min. Lot Depth	Setbacks				Max. Bldg. Height
					Front	Side	Rear	Side Corner	
R-1	SF detached 3 (Type A)	5,200	52'	100'	15'	5'	20'	15'	40'
	SF detached 4 (Type B)	4,200	42'	100'	15'	5'	20'	10'	40' 35'
	SF detached 5 (Type C)	3,700	37'	100'	15'	5'	20'	10'	40' 35'
	SF attached (duplex/townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
R-2	SF detached 3 (Type A)	5,200	52'	100'	15'	5'	20'	15'	40'
	SF detached 4 (Type B)	4,200	42'	100'	15'	5'	20'	10'	40' 35'
	SF attached (duplex/townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
R-3	SF detached 5 (Type C)	3,700	37'	100'	15'	5'	20'	10'	40' 35'
	SF attached (townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
R-4	SF detached 5 (Type C)	3,700	37'	100'	15'	5'	20'	10'	40' 35'
	SF attached (townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
R-5	SF detached 3 (Type A)	5,200	52'	100'	15'	5'	20'	15'	40'
	SF detached 4 (Type B)	4,200	42'	100'	15'	5'	20'	10'	40' 35'
	SF attached (duplex)	1,800	18'	100'	15'	5'	20'	10'	40'
F-1	Flex District 1:								
	SF detached (Type?)								
	SF attached (duplex/townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
	Multifamily ₂				15'	15'	15'	15'	65'
	Commercial 1	8,000	80'	100'	30'	15'	20'	20'	65'
	Commercial 2	8,000	80'	100'	30'	15'	20'	20'	65'
F-2	Flex District 2:								
	SF detached (Type?)								
	SF attached (duplex/townhomes)	1,800	18'	100'	15'	5'	20'	10'	40'
	Multifamily ₂				15'	15'	15'	15'	65'
	Commercial 1				30'	15'	20'	20'	65'
	Commercial 2				30'	15'	20'	20'	65'
F-3 C-1	Commercial District 1				30'	15'	20'	20'	65'
F-4 C-2	Commercial District 2				30'	15'	20'	20'	65'

Staff comments:

Footnotes:

₁ SF = Single-family

₂ Minimum separation between duplex/townhome/multifamily structures shall be 20'

Consider a Type A, B, and C for SF detached types, since there are different lot widths (37' 42' and 52'). Is this still what is being considered? The site plan submitted as part of the PD does not specify.

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3 Type A SF: 52' lot width (any other differences?)

4 Type B SF: 42' lot width (any other differences?)

5 Type C SF: 37' lot width (any other differences?)

Will all townhomes or single-family "attached" structures be fee-simple? If not, dimensional standards will vary and need to be included. Lot sizes for single-family attached are for fee-simple lots only, not in-common development.

For multifamily, please specify the minimum lot size you have in mind. We would prefer that setbacks be the same on all sides for multifamily since buildings are arranged differently and in-common.

SECTION 4. Access Management

A. Complete Streets

- i. Streets within the Tributary PD shall meet the Complete Streets requirements as specified in the City of Conway Unified Development Ordinance (UDO), in effect at the time of plan submittal Article 7.

B. Blocks

- i. Blocks shall not exceed a length of 2,000 linear feet unless topographic constraints exist (wetlands, streams, protected trees). No minimum block length is required.

We already know that wetlands exist. The "unless" topographic constraints exist is a given, so this implies that the block lengths will not have a maximum. Please revise.

The minimum block length is 400'. Do you think there will be block lengths shorter than that? If so, by how much?

C. Cul-de-sacs

- i. Cul-de-sacs shall not exceed a length of 1,200 linear feet.
- ii. The use of cul-de-sacs shall be at the discretion of the developer.
- iii. Cul-de-sacs shall have a 20' publicly dedicated pedestrian/cycling easement from the terminus "bulb" to an adjacent public right-of-way via a common area or open space.
- iv. Drainage easements shall be allowed to encroach into the pedestrian/cycling easement.

Public drainage easements would not typically be in the front or parallel to rights-of-way. Public Works to review.

- v. Cul-de-sacs shall not originate from a dead-end street.

Note: per the UDO, cul-de-sacs should only be used when there are no other reasonable alternatives, and cannot be used in order to increase street frontage to provide additional lots.

D. Connection to Adjoining Property

- i. Streets classified as a local street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Tributary PD.

Staff cannot support this. Tract R-4 will need to connect to Macala Acres. The fact that Dayton Drive and Stanley Drive are not built to City standards is all the more reason to provide interconnectivity to adjacent neighborhoods, to lessen the number of vehicles that could utilize Dayton or Stanley Drive.

Additionally, Tract R-4 is adjoining a 30' "easement" or "private" road right of way – "Stalvey Drive". It needs to line up with this access, and if nothing else, the road pavement needs to go all the way to the property line as a stub out.

E. Sidewalks and Pathways

- i. Sidewalks and pathways shall not be required on the perimeter of the PD.
- ii. Sidewalks and pathways outside of the right-of-way shall not be required between uses, districts or phases of the Tributary PD unless otherwise noted (cul-de-sacs).

Can you elaborate on this? Are you referring to connecting phases / open space areas through the use of pathways, as stated in *Section 7.1.2 (C)* of the UDO, which is part of the *Complete Streets* ordinance?

How do you plan to integrate all tracts within the PD if not through the use of pathways?

F. Project Ingress / Egress

- i. There are multiple points of ingress/egress into Tributary PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median, and a minimum of three (3) lanes: one inbound and two outbound. In all instances, the developer shall be responsible for constructing ingress/egress to the project in accordance with the City of Conway and SCDOT Access Management Standards.

Signage: do you plan to follow the city's sign standards for residential subdivision signage (refer to Art. 11). What about the commercial tracts?

Required Road Improvements: included in the PD and the DA needs to be a section that refers to the required traffic improvements and specifies when they will be installed, which should be up front.

Any deviation from the standard requirements for road improvements will be treated as a "design modification" and the road profiles will need to be an appendix to this PD.

Dayton Drive is spelled "Drayton" on plans.

Section 5: Open Space

- A. Regional Open Space is being provided within the Tributary Planned Development. Neighborhood Scale open space (pocket parks, mini-parks, etc.) shall be exempt from the Suitability ~~Analysis~~ **Requirements**, as defined in the City's UDO, ~~Section 10.3.9~~.

Can all neighborhoods within the PD easily access the open space? If you do not provide pathways or trails to connect the neighborhoods, how are they connected and why would they be exempt, especially with regard to Tracts R-4 and R-5.

- B. Required open space is a derivative of the total development acreage (486.5 acres) multiplied by 15%, per the City of Conway UDO. Total required open space is as follows:

$$(486.5) \times (.15) = 73 \text{ acres of total open space}$$

This is actually incorrect. The City's UDO was amended earlier this year to revise the open space standards for PD's, specifically to ensure that suitability standards would be adhered to. Correct formula below:

$$\begin{aligned} \# \text{ of lots} \times \text{the average household size per the latest US Census} \times .008 &= \text{required open space} \\ 1,327 \times 2.6 \times .008 & \end{aligned}$$

However, staff notes that the project is provided a substantial amount of open space. Included in the PD should be an "open space matrix" as well. For instance, on the Open Space Plan (Legend), you show 90 (approx.) acres to be open space and 59 (approx.) acres to be wetlands and wetland buffers. Is the wetland and wetland buffers part of, or shown as part of, the open space acreage? If so, wetlands are not permitted to count towards the total amount of open space.

Improvements, as proposed to be a part of open space, including the trail and any amenities associated with open space, need to be included in your PD, as well as when they will be installed.

The Note on the Open Space plan that allows revisions to the plan at the owner's discretion: if revisions are proposed once the plan is approvable, that would be a major amendment to the PD, especially if it impacts any amenities or public benefits that are proposed and made part of the development agreement.

Provide an open space table that shows the open space that will be provided for each tract.

- C. Required open space provided is based on a pro-rata share of the density achieved during project phasing. Open space for any given phase shall not be required to be in the same phase so long as it is provided within the Planned Development. Open space distribution will vary as density shifts between districts. Further, the amount of overall open space is a strict function of total density.

Each phase should be able to stand on its own, as if it would be the only phase ever constructed, which should include required open space. All required open space and associated improvements will need to be installed up front or, in lieu of installation, a financial guarantee provided to ensure that the improvements will be installed.

STAFF COMMENTS IN RED

Example of Open Space Table to include (given the language provided in the narrative)

Tract/area	Use	# of lots/units	Required Amount of open space	Open space provided	Percentage of open space that is a water surface
R-1	Residential	768	16 acres		
R-2	Residential	284	5.9		
R-3	Residential	66	1.37		
R-4	Residential	148	3.08		
R-5	Residential	193	4.01		
F-1	If residential is proposed	300	6.24		
F-2	If residential is proposed	8	-		
Overall					

Open space must be usable, and while wetlands can be part of the open space, they cannot count towards to total amount of open space that is required.

F-1 and F-2 residential/multifamily uses will increase the required amounts of open space

Section 6: Landscaping Standards

- A. Landscape buffers between commercial uses shall not be required.
- B. Where landscape buffers remain undisturbed, existing vegetation shall meet the buffering requirements. No supplemental plantings shall be required in an undisturbed buffer. An inventory/survey of existing plant material shall not be required. Staff cannot support this.

The purpose of a PD is to give flexibility in design, not to exempt developments from design standards entirely.

- C. A privacy fence (wood, vinyl), a minimum of 6' in height, at the discretion of the developer, shall supersede the landscape requirements herein. Fences shall be subject to ~~Sec. 5.2.3~~ the requirements for fences, per the City of Conway UDO, in effect at the time of plan / permit submittal.

Why would we exempt landscaping requirements?

- D. Where shared use paths are provided, the landscape buffer shall be reduced to a Type A. Where will these be provided?
- E. Mini-storage shall be landscaped using a ~~standard~~ Type B buffer.

Mini-storage will have other landscaping requirements they will have to adhere to, in accordance with the UDO (Refer to Sec. 5.1.29 of the UDO); perimeter buffers and outdoor storage screening and landscaping.

- F. Use District F-2 landscape buffers shall meet the Type A buffer requirements herein on the side and rear property lines.

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Table 4: Landscape Buffer and Planting Requirements *(there may be a better way to shorten this table, but we can use this table as a starting point for discussion purposes)*

Landscape Areas	Landscaping Type	Minimum buffer width	Canopy Trees	Understory Trees	Shrubs
PD Perimeter Buffer 2	Type C	25'	3	5	25
Residential Buffer	Type A	5'	NA	2	18
Flex / Commercial Buffers: 3					
F-1 to R-2	Type B	15'	2	3	20
F-1 to Hwy 378 <i>(perimeter buffer)</i>	Type C	25'	3	5	25
F-1 to Creekwood Dr.	GCO	10'	2	2	18
F-1 to City Shops	Type A	5'	NA	2	18
F-2 to R-1	Type B	15'	2	3	20
F-2 to Juniper Bay Rd <i>(perimeter buffer)</i>	Type C	25'	3	5	25
F-1 to R-1 5	EXEMPT				
C-1 to R-1	Type B	15'	2	3	20
C-1 to Hwy 378	GCO	10'	2	2	18
C-1 to Tributary Blvd	GCO	10'	2	2	18
F-2 to R-1	Type B	15'	2	3	20
F-2 to Juniper Bay Rd <i>(perimeter buffer)</i>	Type C	25'	3	5	25
C-2 to Hwy 378	GCO	10'	2	2	18
C-2 to Airport Rd	GCO	10'	2	2	18
C-2 adj. to exterior parcels <i>(perimeter buffer)</i>	Type C	25'	3	5	25
R-2 to F-1	Type B	15'	2	3	20
R-2 adj. to exterior parcels <i>(perimeter buffer applies)</i>	Type C	25'	3	5	25
R-2 to R-5 5	EXEMPT				
R-3 adj. to exterior parcels & Dayton Dr. <i>(perimeter buffer applies)</i>	Type C	25'	3	5	25
R-4 adj. to exterior parcels & Dayton St. <i>(perimeter buffer applies)</i>	Type C	25'	3	5	25
R-5 to adj. properties <i>(perimeter buffers)</i>	Type C	25'	3	5	25
R-5 to Dunn Shortcut Rd <i>(perimeter buffer)</i>	Type C	25'	3	5	25
Internal Perimeter					
Internal Streets <i>(do you mean local streets?)</i>					
Parking Lot(s):	Parking Lot	5' 1	1 per 12 parking spaces	NA	25
Landscape Islands 4 <i>(in commercial parking lots)</i>	Island	NA	1	NA	5

Plant quantities are per 100 linear feet

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Notes:

1 – are you proposing a 5' buffer around the parking lots?

2 – the perimeter buffer will apply to all boundaries of the PD. You can use existing trees, but they have to be 5" in caliper to count towards the buffer requirements. In addition to the required plantings, irrigation is also required.

3 – You will have to have some buffers around commercial. The Hwy 378 sides for F-1 will be a 25' perimeter buffer. The side that abuts residential needs to be at least a Type B buffer, which can be reduced to 10' with an opaque privacy fence (a min. of 5' in height). Required plantings must be on the outside of the fence, not the inside of the fence.

4 – landscape islands must be installed at the end of each row of parking. They must be 9' in width and 19' in depth (same size as a standard parking space).

5 – exempt as long as the wetlands/wetland buffers are undisturbed and meet or exceed 30' in width between properties.

Other Items that need to be added to the PD narrative *(does not imply that future / additional comments would not be forthcoming upon review of additional plan submittals):*

- **Tree Preservation Standards / Tree Survey** requirements
- **Flood Damage Prevention Ordinance** requirements
- **Utilities**
- **Stormwater standards.** Stormwater design shall meet or exceed the standards of the City's Stormwater Ordinance that is in effect at the time of plan submittal.
- **Residential and Non-residential Design Standards.** Will need to – at minimum – comply with the City's standards, per the UDO, in effect at the time of plan submittal, and there needs to be language added to say such.
- **Other statistical data, including:**
- Land proposed for public; semi-public uses (i.e. religious/educational institutions) and recreational use
 - The trail network would be an example.
 - City Park areas / recreational areas
- Further discussion needed on the **location of the road network going thru city property** (city shop complex). This discussion may involve a land swap so that the road and the entire PD can maintain better connectivity to other parcels within the PD.
- Requirements for installation of required infrastructure – should be installed up front, unless a financial guarantee is provided.
- Will this be developed in phases? If so, can we see a phasing plan?

Other staff comments/concerns:

Please review *Section 3.3.2* of the UDO for what the intent of a Planned Development is. After review of the narrative, staff questions the purpose of a development agreement, or even the requested PD zoning designation, when there is nothing shown in the plan or PD narrative that is of benefit to the city.

STAFF COMMENTS IN RED

The applicant could request to develop as a conservation subdivision and annex as R or R-1 (for the parcels not already in the city limits) and have 6,000 sq. ft. lot sizes for single-family detached dwellings, or townhomes. The commercial parcels could request HC or LI upon annexation.

Design modifications could be requested by Planning Commission for the access issues without having to go through the process of a PD.

Concern that not all lots within the development will be within the 5-mile distance limitation to a fire station.

Police Dept. Comments on Rezoning Request

Concerns with:

- 4-way stop signs (use roundabouts instead)
- Need cameras or LPR's at entrances to development
- Need turn lanes, middle median (zero) lanes on Hwy 378, as well as possible 4-lane upgrades

WITH STAFF EDITS IN RED

DEVELOPMENT AGREEMENT FOR TRIBUTARY

WITNESSETH:

WHEREAS, Beverly June Williams, an individual and resident of the State of South Carolina, Kimberly June Russell, an individual and resident of the State of South Carolina, Peggy Jones, an individual and resident of the State of South Carolina, and Highway 378 Land Holdings LLC, a South Carolina limited liability company (collectively referred to herein as the “Owner”) are the legal owners of the Property (as hereinafter defined) and have given permission to Developer, pursuant to the terms of a valid and binding contract to purchase the Property, to enter into this Agreement with the City; and

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

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

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

WHEREAS, the City, at the request of the Developer, has annexed the real property owned by Owner, consisting of approximately 486.5 acres, more or less, as more particularly shown and depicted on **Exhibit "B"** attached hereto (the "**Property**"), and simultaneously approved under an amendment to the zoning ordinances of the City to create the Tributary Planned Development ("**PD**") under the ordinances of the City of Conway, together with this Agreement, on or about the ____ day of _____, 2023; and

WHEREAS, Developer desires to develop the Property for the construction and development of a mixed-use project;

WHEREAS, the City desires to insure that in the event the Property is developed in accordance with the zoning referenced herein and above that adequate and appropriate public benefits are provided;

WHEREAS, Owner desires to obtain from the City assurances that (i) the proposed zoning of the Property to PD will be approved by the City; (ii) upon its application for development permits, Owner may proceed with the development and construction of the Property or in any portion or phase thereof, in accordance with the zoning designation defined as of the Effective Date; and (iii) such development rights will be vested for the duration of the development of the Property pursuant to the terms of this Agreement;

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

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and incorporated herein by this reference, the mutual covenants of the parties contained herein and other good and valuable consideration agreed to by both the City and Developer, including the public and 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. **DEFINED TERMS.** Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.
3. **DEFINITIONS.** As used herein, the following terms mean:

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

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

“Commercial Unit” means a parcel, lot or building, or multiple units within the same building, within the Property, used for commercial purposes, as shown and depicted on the Master Site Plan, as the same may be amended.

“Developer” means Lennar Carolinas, LLC, a Delaware limited liability company, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

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

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

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

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

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

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

“Land Development Regulations” means the Land Development Regulations for the City, as amended and in effect as of the date hereof, a complete copy of which is attached hereto as **Exhibit “F”**, or further amended from time to time pursuant to this Agreement.

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

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

“PD” means the Tributary Planned Development, under the Code of Ordinances for the City, as amended.

“Project” means a master planned community to include single family detached lots, single family attached lots, single family attached condominiums, single family in common, multi-family and various commercial and recreational uses, in a single project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

“Property” means those parcels of land more particularly shown and depicted on **Exhibit “B”** attached hereto.

“Residential Unit” means a single family home, whether attached or detached, or a multifamily 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 4** hereof.

4. **TERM.** The Developer represents and warrants that the Property consists of 1,000 acres or less of “highland” but more than 250 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the Effective Date of this Agreement and shall terminate on the date which is Ten (10) years from the Effective Date except as provide herein. 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.
5. **DEVELOPMENT OF THE PROPERTY.** The Property shall be developed in accordance with this Agreement, the PD, including the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.
6. **VESTED RIGHTS.** This Agreement establishes the zoning classification for the Property as PD, in accordance with the Conway Zoning Ordinances (the “Zoning Code”), as existing on the Effective Date of this Agreement and continuing throughout the Term of this Agreement, as defined herein. As of the Effective Date, such zoning designations and development rights contained in the Zoning Code are deemed vested in Developer, its successors and assigns, subject to the terms of this Agreement, and the agreements, obligations, and commitments contained herein run with the Property and may not be changed or modified except as provided herein or as allowed by the Act.

(A) No future changes or amendments to the Zoning Code or other local ordinances, laws, rules or regulations shall apply to the Property after the Effective Date, and no other legislative enactments shall apply to the Property or this Agreement which have an adverse effect on the ability of Owner to develop the Property in accordance with this Agreement or which have the

effect of materially increasing the costs of the improvement of the Property, except as may be provided for in this Agreement or Section 6-31-80 of the Act.

(B) Notwithstanding the foregoing, the parties specifically agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes, nor of any tax or fee of universal application throughout the City to both new and existing development specifically bound to be necessary to protect the health, safety and welfare of its citizens.

(C) Furthermore, the parties acknowledge that the improvements to be made to the Property remain subject to the current requirements of the building codes, land development regulations and the current guidelines for approval by the City.

7. **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 7, 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.

8. **DEVELOPMENT SCHEDULE.** The Property shall be developed in accordance with the development schedule, attached as **Exhibit “E”** (the “*Development Schedule*”). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 15 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.

9. **EFFECT OF FUTURE LAWS.** Consistent with Section 6 herein, Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

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

10. **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 Units shall be public roads, unless otherwise indicated on the Master Site Plan. All public roadways shall be constructed to City standards, 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. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(C) **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, 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, except to the extent parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan.

(L) **Easements.** Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(M) **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), and that such pond(s) and lake(s) shall either be maintained by the Developer or conveyed to an Owners Association for on-going maintenance following completion of the Project.

11. **IMPACT FEES.** The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, or following the date of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the City limits) for any reason.
12. **ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS.** The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees, as set forth below (collectively the “*Enhancement Fees*”). Developer further agrees that the Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2025, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics (“*CPI*”) between the beginning and end of the most recent calendar year; or (ii) Two (2%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City’s on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together with any additional public benefits and improvements as shown on Exhibit “C”, as follows:

(A) **Sanitation Services Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each Residential Unit and each Commercial Unit within the Property, a sanitation services enhancement fee (the “*Sanitation Services Enhancement Fee*”) in an amount equal to \$_____ for each Residential Unit, and \$_____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.

(B) **Public Safety Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall also pay to the City, as to each Residential Unit and each Commercial unit within the Property, a public safety enhancement fee (the “*Public Safety Enhancement Fee*”) in an amount equal to \$_____ for each Residential Unit, and \$_____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.

(C) **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 shall provide for not more than the total Residential Units and total Commercial Units as shown in the PD and each at a maximum height not to exceed those stated in the PD.

(D) **Road Standards and Traffic Impact.** As an obligation, all public roads within the Project shall be constructed to specifications outlined in the PD. 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 12.D.

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

(F) **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 Twenty-Five (25) feet in width average. Developer will convey all Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States located within the Project to the Owner's Association for maintenance and operation not later than the date on which the Project is complete.

(G) **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.

13. **PURPOSE AND PUBLIC BENEFITS.** The City finds that the development permitted or proposed herein is consistent with the City's comprehensive plan and land development regulations and provides public benefits. The purpose of this Agreement is to agree on certain public benefits as shown on Exhibit C (the "Roadway & Related Public Benefit Improvements"). Such Roadway & Related Public Benefit Improvements located on Developer's Property shall be constructed, installed, completed and dedicated in accordance with City standards and generally in the timeframes listed in Exhibit E.

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

15. **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.

16. **DEFAULTS.** Notwithstanding the provisions of Section 5 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 8 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of Thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.
17. **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.
18. **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.

19. **BENEFIT.** The benefits and burdens of this Agreement are binding upon the parties hereto and shall run with the land and inure to all successors in interest or assigns of the parties hereto.
20. **SEVERABILITY.** If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.
21. **NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Conway

Attention:

City Manager

With a copy to:

And to the Developer at:

Lennar Carolinas, LLC
1941 Savage Road, Suite 100-C
Charleston, SC 29407
Telephone: (843) 266-4416
Attention: Jason Byham
E-Mail: Jason.byham@lennar.com

With a copy to:

Franklin G. Daniels, J.D., LL.M.
Maynard Nexsen, PC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
Telephone: (843)-213-5403

22. **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 counterpart 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 7.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 7.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

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

declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

24. **STATEMENT OF REQUIRED PROVISIONS.** In compliance with Section 6-31-60(A) of the Act, the Developer and the City represent that this Agreement includes all of the specific mandatory and required 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.

CITY OF CONWAY, a body politic under the laws of the State of South Carolina

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____, as _____ of the CITY OF CONWAY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2023.

Notary Public Signature

Notary Public Printed Name

Notary Public for South Carolina

My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LENNAR CAROLINAS, LLC, a
Delaware limited liability company

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____, as
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2023.

Notary Public Signature

Notary Public Printed Name

Notary Public for _____

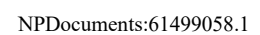
My Commission Expires: _____

(Seal)

EXHIBIT "A"

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

DRAFT



486-E

517

TITLE TO REAL ESTATE BY A CORPORATION

Transfer No. _____

FILED
HORRY COUNTY

Number of Acres _____

Plat Book Page _____

1969 MAR 12 AM 10 00 Tract _____

The State of South Carolina,

COUNTY OF HORRY

R. C. HORTON
CLERK OF COURT

Audited and entries made by _____

Secretary

KNOW ALL MEN BY THESE PRESENTS, That BURROUGHS & COLLINS COMPANY, a Corporation organized under the General Laws of the State of South Carolina having its principal place of business at Conway, said County and in the State aforesaid, in consideration of the sum of (\$34,500.00)

Thirty-four thousand five hundred and no/100 - - - - - Dollars,

to it in hand paid at and before the sealing of these presents by Garland F. Williams, Jr.

in the State aforesaid, (the receipt whereof is hereby acknowledged), has granted,

bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Garland F. Williams, Jr.; his heirs and assigns forever:

ALL AND SINGULAR, That certain piece, parcel or tract of land lying and being in Conway Township, County and State aforesaid and containing 21.5 acres more or less as shown on map by J. F. Thomas, R. L. S., dated February 18, 1969. Bounded and described on the said map as follows:

BEGINNING at Concrete Monument #1436 located on the southern margin of U. S. Highway #378 at the intersection of the Airport Road and runs North 72 deg. 39 min. east with the said highway 1229 ft. to Concrete Monument N #1458; thence South 17 deg. 21 min. east 222 ft. deep to Concrete Monument O #1496; thence South 35 deg. 15 min. west 897.5 ft to Concrete Monument O #1243; thence continuing the same course 1290.5 ft. to Concrete Monument N #2850 located on the eastern margin of the Airport Road; thence North 18 deg. 16 min. east with the said road 607.9 ft. to Concrete Monument N #2011; thence in a northerly direction along a curve whose radius equals 852.5 a distance of 526.4 ft. to Concrete Monument N #2856; thence North 17 deg. 42 min. west 555.5 ft. to Concrete Monument N #1436 the point of BEGINNING.

Bounded on the North by U. S. Highway #378; on the east by other land of Burroughs & Collins Company; on the southeast by Conway-Horry County Airport and on the west by the Airport Road.

This conveyance is made subject to any easements for roads, drainage, transmission lines or like purposes upon or across same.

RESTRICTIONS: No junk yard, no storage of wrecked or damaged automobiles or discarded materials, or dismantling of same shall be located on the property hereby conveyed nor will open storage be permitted on the premises unless same is in an area screened by a wall, solid fences, vegetation, or such other durable and permanent screening installation as will effectively screen such open storage, refuse, or like matter from view from the highway or any adjoining premeases. Such screening shall be approved by the grantor as to design and material.

For a further and more specific record, a map of the property being conveyed by this deed is attached as a part and parcel of the conveyance to be recorded along with the deed.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book H, Page 176, Clerk of court's office for Horry County.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book H, Page 176, Clerk of court's office for Horry County.

518

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises before mentioned unto the said
Garland F. Williams, Jr., his

Heirs and Assigns forever. And the said BURROUGHS & COLLINS Co., Corporation, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said
Garland F. Williams, Jr., his

Heirs and Assigns, against itself and its successors and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS the Hand of the President and Treasurer, and Seal of the Corporation, this 24th day of February in the year of our Lord, one thousand nine hundred and 69, and in the one hundred and 93 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered }
in Presence of }
James Booth
R. W. McCracken, Jr.
THE STATE OF SOUTH CAROLINA, }
County of Horry }

BURROUGHS & COLLINS CO. L. S.

H. B. Burroughs President.
Henry B. Burroughs, Jr. Treasurer.
Secretary

PERSONALLY appeared before me James Booth and made oath that he saw
H. B. Burroughs President and Henry B. Burroughs, Jr. Secty Treasurer
of the within named BURROUGHS & COLLINS Co., sign, affix the Corporation Seal, and as the Act and Deed
of said Corporation, deliver the within written Deed; and that he with R. W. McCracken, Jr.
witnessed the execution thereof.

Sworn to before me this 24
day of February 19 69 }
R. W. McCracken, Jr. (Seal)
Notary Public for S. C.

James Booth

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book H, Page 176, Clerk of court's office for Horry County.

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Heirs and Assigns, against itself and its successors and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

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THE STATE OF SOUTH CAROLINA, }
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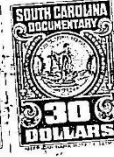
James Booth

520

I Certify \$ 37.95 Horry County Documentary
Tax has been paid on this instrument.

R. G. Horton

R. G. HORTON
Clerk of Court



486-E

Charged _____ 19__

State of South Carolina,
COUNTY OF HORRY

Burroughs & Collins Co.
CORPORATION

TO

Garland F. Williams, Jr.

P.O. Box 344

Conway, S. C. 29526

Title to Real Estate

Filed this 12 day of

March A. D. 1967

and Recorded Vol. 404 Page 517

Fee \$

R. G. Horton

Register Merne Conveyance

Horry County, S. C.

Recorded this _____ day of

19__

in Book _____ Page _____

Fee \$

Auditor Horry County

WALKER, EVANS & COWSWELL CO., CHARLESTON, S. C.

1-119-20

R. G. HORTON
CLERK OF COURT

1969 MAR 12 AM 10 00

FILED
HORRY COUNTY

EXHIBIT “C”
Roadway & Related Public Benefit Improvements

Traffic Improvements on Highway 378 as outlined in the Final Traffic Impact Analysis

DRAFT

EXHIBIT "D"

Proposed Master Plan of Property

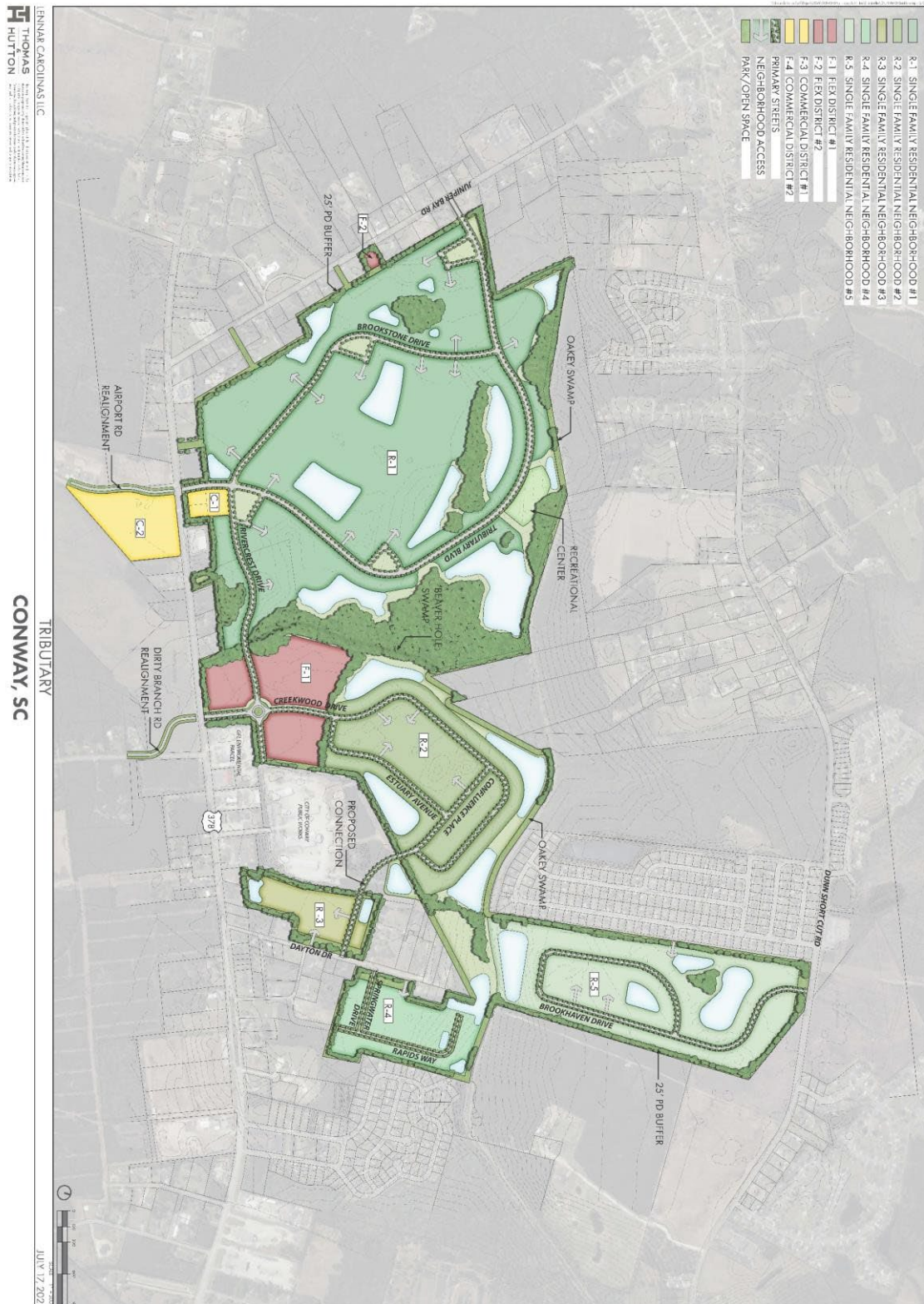


EXHIBIT “E”

Development Schedule

(To be adjusted from time to time as Development is impacted by many factors, including but not limited to things such as the economy, acts of God and the housing market locally, regionally, and nationally.)

<u>YEARS</u>	<u>PHASES</u>
June 2025 - 2030	R-1
June 2025 - 2030	C-1
June 2025 - 2030	C-2
June 2025 - 2030	F-2
June 2030 - 2035	R-2
June 2030 - 2035	R-3
June 2030 - 2035	R-4
June 2030 - 2035	R-5
June 2030 - 2035	F-1

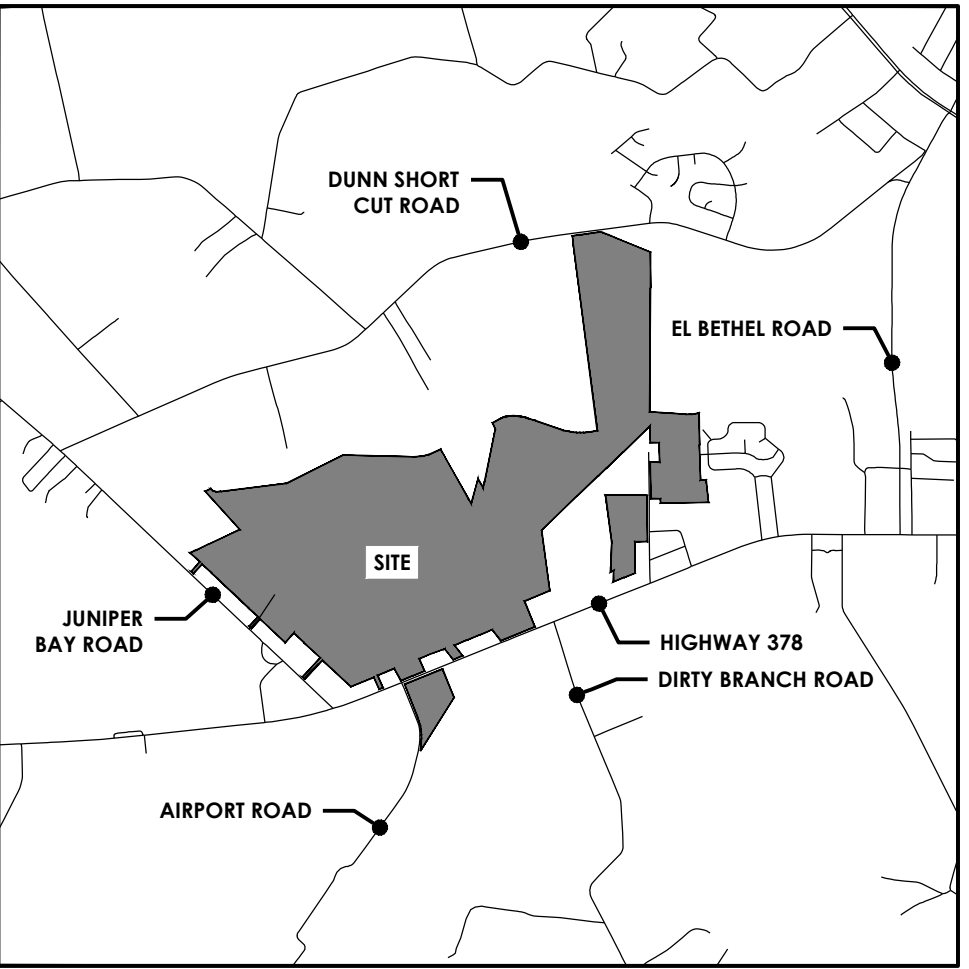
This Development Phasing Schedule is merely an estimate

EXHIBIT “F”

Land Development Regulations

- Horry County Stormwater Design Manual ○ County Links:
<https://www.horrycountysc.gov/departments/stormwater/engineers/resourcestools/ordinances-manuals-and-reports/>
 - Direct Link: <https://www.horrycountysc.gov/media/4wqkxbxg/horry-county-sw-designmanual-enacted-jul-2017.pdf>
- City of Conway Unified Development Ordinance (UDO) ○ City Ordinance:
https://www.cityofconway.com/departments/administration_new/ordinances.php ▪ Direct Link:
[https://cms1files.revize.com/conway/UDO%20\(last%20amended%2010.3.22\).pdf](https://cms1files.revize.com/conway/UDO%20(last%20amended%2010.3.22).pdf)

DRAFT

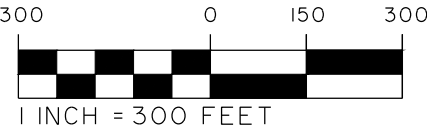


LOCATION MAP
1" = 3000'

LEGEND:	
PRODUCT MIX	TOTAL
■ 37' SINGLE FAMILY	142 10.7%
■ 42' SINGLE FAMILY	243 18.3%
■ 52' SINGLE FAMILY	544 41.0%
■ DUPLEX	158 11.9%
■ TOWNHOUSE	240 18.1%
SUB-TOTAL	1,327 100%

SITE INFORMATION TABLE

PARCEL:	336-00-00-0043 (CFA), 337-0-00-0009 (CFA), 337-08-01-0004 (CFA), 370-04-01-0004 (HC), 336-13-04-0006 (HC), 336-00-00-0045 (HI), 337-00-00-0001 (R3), 337-00-00-0002 (HI), 336-14-04-0001 (HC), 336-15-03-0003 (HC), 336-00-00-0044 (CFA), 370-00-00-0001 (CFA)
PIN:	HIGHWAY 378 LAND HOLDINGS, LLC: 1-0043, -0009, -0004, -0004, -0006, -0045, -0001, -0002, -0001, -0003
OWNER:	PEGGY J. JONES: (-0044) BEVERLY JUNE WILLIAMS ET AL: (-0001)
ACREAGE:	± 486.5 AC.
ZONING:	CFA, HC, HI, R3, RI
CURRENT:	PDD
PROPOSED:	
DIMENSIONAL STANDARDS:	
RESIDENTIAL DISTRICT	
LOT AREA:	1,800 SF
MIN. LOT WIDTH:	18 FEET
MIN. LOT DEPTH:	100 FEET
FRONT SETBACK:	15 FEET
SIDE SETBACK:	5 FEET
REAR SETBACK:	20 FEET
CORNER SETBACK:	10 FEET
HEIGHT:	40 FEET
FLEX DISTRICT	
LOT AREA:	1,800 SF
MIN. LOT WIDTH:	18 FEET
MIN. LOT DEPTH:	100 FEET
FRONT SETBACK:	15 FEET
SIDE SETBACK:	5 FEET
REAR SETBACK:	20 FEET
CORNER SETBACK:	10 FEET
HEIGHT:	40 FEET
COMMERCIAL DISTRICT	
LOT AREA:	8,000 SF
MIN. LOT WIDTH:	80 FEET
MIN. LOT DEPTH:	100 FEET
FRONT SETBACK:	30 FEET
SIDE SETBACK:	15 FEET
REAR SETBACK:	20 FEET
CORNER SETBACK:	20 FEET
HEIGHT:	65 FEET
DEVELOPMENT SUMMARY:	
DWELLING UNITS:	1,327
UPLAND AREA:	1442.5 AC
WETLAND AREA:	144.0 AC
TOTAL AREA:	1486.5 AC
GROSS DENSITY:	2.7
FEMA:	
ZONE:	ZONE X
FIRM MAP:	MAP18: 4505IC05-09K, -10K, -26K, -28K (EFFECTIVE 12/16/2020)
UTILITIES:	
WATER:	CITY OF CONWAY
SEWER:	CITY OF CONWAY



PREPARED FOR:

Master Plan Tributary

Conway, South Carolina
July 17, 2023



611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2023 THOMAS & HUTTON

TRIBUTARY

PLANNED DEVELOPMENT DISTRICT

LENNAR CAROLINAS, LLC

HIGHWAY 378 LAND HOLDINGS, LLC

AUGUST 2023



TABLE OF CONTENTS

SECTION 1

- NARRATIVE
- BUBBLE PLAN
- OPEN SPACE PLAN
- CONCEPTUAL WATER PLAN
- CONCEPTUAL SEWER PLAN
- CONCEPTUAL DRAINAGE PLAN
- STREET FRAMEWORK PLAN
- STREET SECTIONS
- TOPO EXHIBIT

ATTACHMENT A

Summary of Tributary Planned Development District (PDD) ORDINANCE

Tributary Planned Development is located in the City of Conway near the intersection of SC Highway 378 and Juniper Bay Road. The project is identified as a 486.5 acres consisting of PINs 336-00-00-0043, 336-00-00-0044, 336-00-00-0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-00-00-0011, 337-00-00-0012, 337-08-01-0004, 370-00-00-0011 and 370-04-01-0004. The Planned Development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from S.C. Hwy. 378, Juniper Bay Road, Dunn Short Cut Road, and Stalvey Road. The community is near regional highways including US 501, S.C. Hwy. 701, and S.C. Hwy. 905. Open space is varied and provided throughout the development in the form of passive and active features, with a pronounced linear parkway on the north side parallel to and encompassing Oakey Swamp. Spatial and landscape buffer treatments around the perimeter and environmentally sensitive areas enhance and protect existing land uses, residents and the general public.

1. Use Districts

Use District	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	Percentage of Project
Residential R-1	768	244.9	215.6	29.2	3.1	3.6	50%
Residential R-2	284	80.8	73.2	7.6	3.5	3.9	17%
Residential R-3	66	14.7	14.7	0.0	4.5	4.5	3%
Residential R-4	148	32.0	30.7	1.3	4.6	4.8	7%
Residential R-5	193	67.3	66.0	1.3	2.9	2.9	14%
Flex District F-1	300	32.1	27.7	4.5	9.3	10.8	7%
Flex District F-2	8	0.9	0.9	0.0	8.7	8.7	0%
Commercial C-1	N/A	2.7	2.7	0.0	N/A	N/A	1%
Commercial C-2	N/A	10.9	10.9	0.0	N/A	N/A	2%
Total	1,767	486.5	442.5	44.0	3.6	4.6	

2. Permitted and Conditional Uses – Use districts shall be in accordance with Exhibit A entitled “Conceptual Plan”

A. Permitted Residential Uses

- Single-family detached
- Single-family semi-attached
- Townhomes

B. Permitted Flex District Uses

- All uses allowed in Highway Commercial (HC)
- Live/Work Townhomes
- Multi-family
- Community Residential Care Facility (CRCF) excluding Group Home
- Assembly

- Dry Cleaner w/ drive-thru
- Veterinarian
- Car Wash
- Farmers Market
- Outdoor Dining
- Mini-Storage (including outdoor storage)

C. Commercial District Uses

- All uses allowed in Highway Commercial (HC)
- Community Residential Care Facility (CRCF) excluding Group Home
- Assembly
- Dry Cleaner w/ drive-thru
- Veterinarian
- Car Wash
- Farmers Market
- Outdoor Dining
- Mini-Storage (including outdoor storage)

D. Conditional Uses

- Uses defined as Conditional per the City of Conway Unified Development Ordinance shall not be subject to Community Appearance Board Approval.
- Mini-storage, including outdoor storage, shall be considered a principal use and subject to the dimensional and landscape requirements herein. All other requirements of Sec. 5.1.29 of the Conway UDO shall be required.
- Corrugated metal siding shall be allowed on facades when used in conjunction with other complimentary materials.

3. Dimensional Standards

Use	Lot Area	Min. Lot Width	Min. Lot Depth	Setbacks				Height
				Front	Side	Rear	Side Corner	
Residential Districts	1,800 sf	18'	100'	15'	5'	20'	10'	40'
Flex Districts	1,800 sf	18'	100'	15'	5'	20'	10'	65'
Commercial Districts	8,000 sf	80'	100'	30'	15'	20'	20'	65'

1. All buildings, structures and pools shall be subject to a 25' PD perimeter buffer.
2. Commercial uses in the Flex and Commercial Districts may have 0' side to side setback minimums, when lot lines are internal to differing tenants within the same building.
3. Multi-family and live/work townhomes in the Flex District shall meet minimum building separation requirements as established by the International Building Code (IBC latest edition).

4. Access Management

A. Complete Streets

Streets within the Tributary Planned Development shall meet the Complete Streets requirements as specified in the City of Conway Unified Development Ordinance Article 7.

B. Blocks

- Blocks shall not exceed a length of 2,000 linear feet unless topographic constraints exist (eg. Wetlands, streams, protected trees). No minimum block length is required.

C. Cul-de-sacs

- Cul-de-sacs shall not exceed a length of 1,200 linear feet.
- The use of cul-de-sacs shall be at the discretion of the developer.
- Cul-de-sacs shall have a 20' publicly dedicated pedestrian/cycling easement from the terminus "bulb" to an adjacent public right-of-way via common area or open space. Drainage easements shall be allowed to encroach into the pedestrian/cycling easement.
- Cul-de-sacs shall not originate from a dead-end street.

D. Connection to Adjoining Property

Streets classified as a Local Street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Tributary PD.

E. Sidewalks & Pathways

- Sidewalks and pathways shall not be required on the perimeter of the Tributary PD.
- Sidewalks and pathways outside of the right-of-way shall not be required between uses, districts or phases of the Tributary PD unless otherwise noted (cul-de-sacs).

F. Project Ingress/Egress

- There are multiple points of ingress/egress into Tributary PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median and a minimum three (3) lanes (one inbound and two outbound). In all instances the developer shall be responsible for constructing ingress/egress to the project in accordance with City of Conway and SCDOT Access Management Standards.

5. Open Space

A. Regional open space is being provided within the Tributary Planned Development. Neighborhood scale open space (pocket parks, mini-parks, etc.) shall be exempt from the Suitability Analysis as defined in the City of Conway Unified Development Ordinance Section 10.3.9.

B. Required open space is a derivative of the total development acreage (486.5 ac) multiplied by 15% per the Conway UDO. Total required open space is as follows;

$$(486.5) \times (.15) = 73 \text{ acres total open space}$$

C. Required open space provided is based on a pro-rata share of the density achieved during project phasing. Open space for any given phase shall not be required to be in the same phase so long as it is provided within the Planned Development. Open space distribution will vary as density shifts between districts. Further, the amount of overall open space is a strict function of total density.

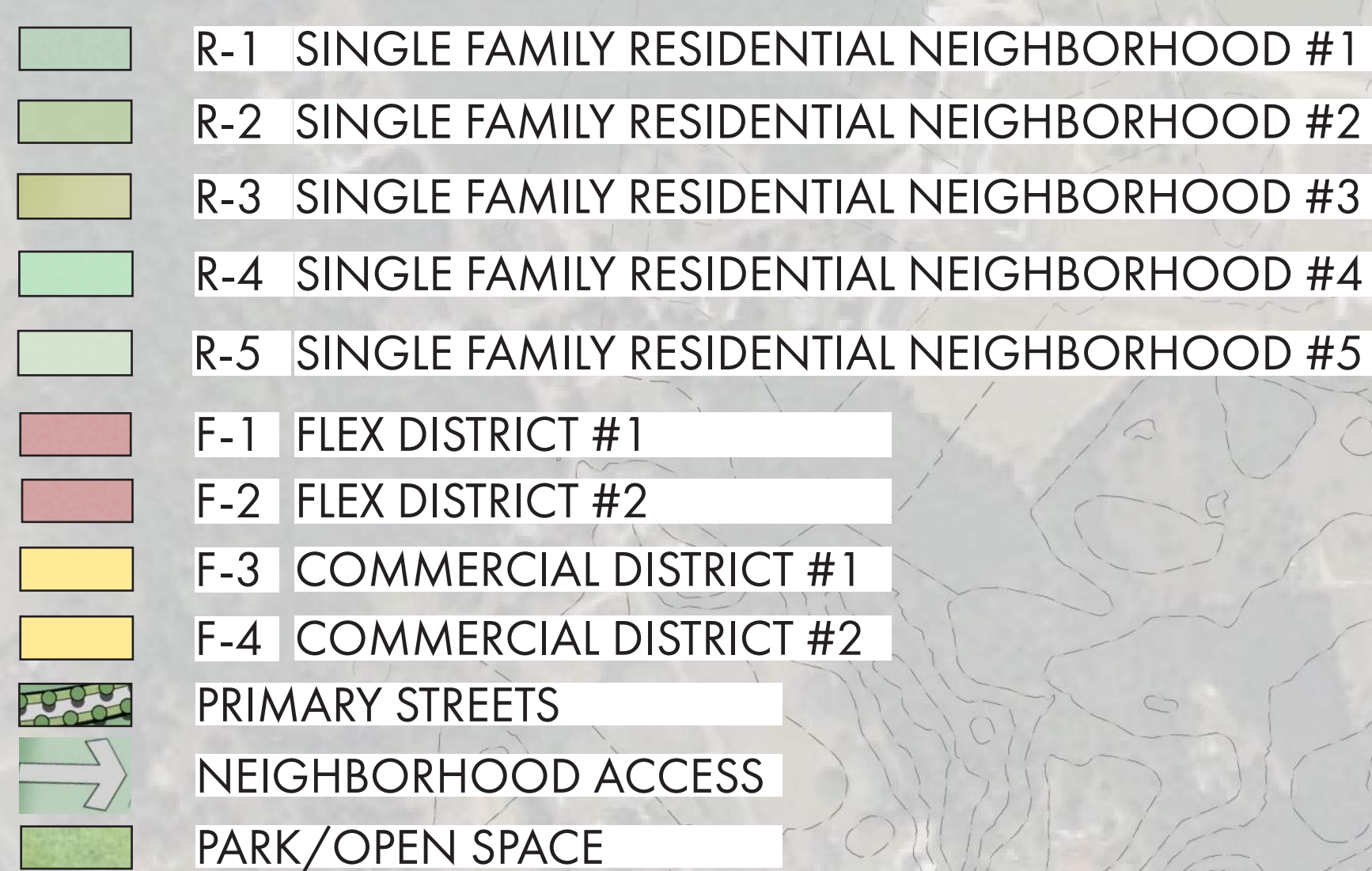
6. Landscape Standards

- A.** Landscape buffers between Commercial uses shall not be required.
- B.** Where landscape buffers remain undisturbed, existing vegetation shall meet the buffering requirements. No supplemental plantings shall be required in an undisturbed buffer. An inventory/survey of existing plant material shall not be required.

- C. A privacy fence (wood, vinyl) a minimum of 6' in height, at the discretion of the developer, shall supersede the landscape requirements herein. Fences shall be subject to Sec. 5.2.3 of the Conway UDO.
- D. Where shared use paths are provided, the landscape buffer shall be reduced to a Type A.
- E. Mini-storage shall be landscaped using a standard Type B buffer. Outdoor storage accessory to mini-storage shall be subject to the fence requirements in Sec. 5.1.29(B) of the Conway UDO.
- F. Use District F-2 landscape buffers shall meet the Type A requirements herein on the side and rear property lines.

Plant quantities per 100 lf of buffer

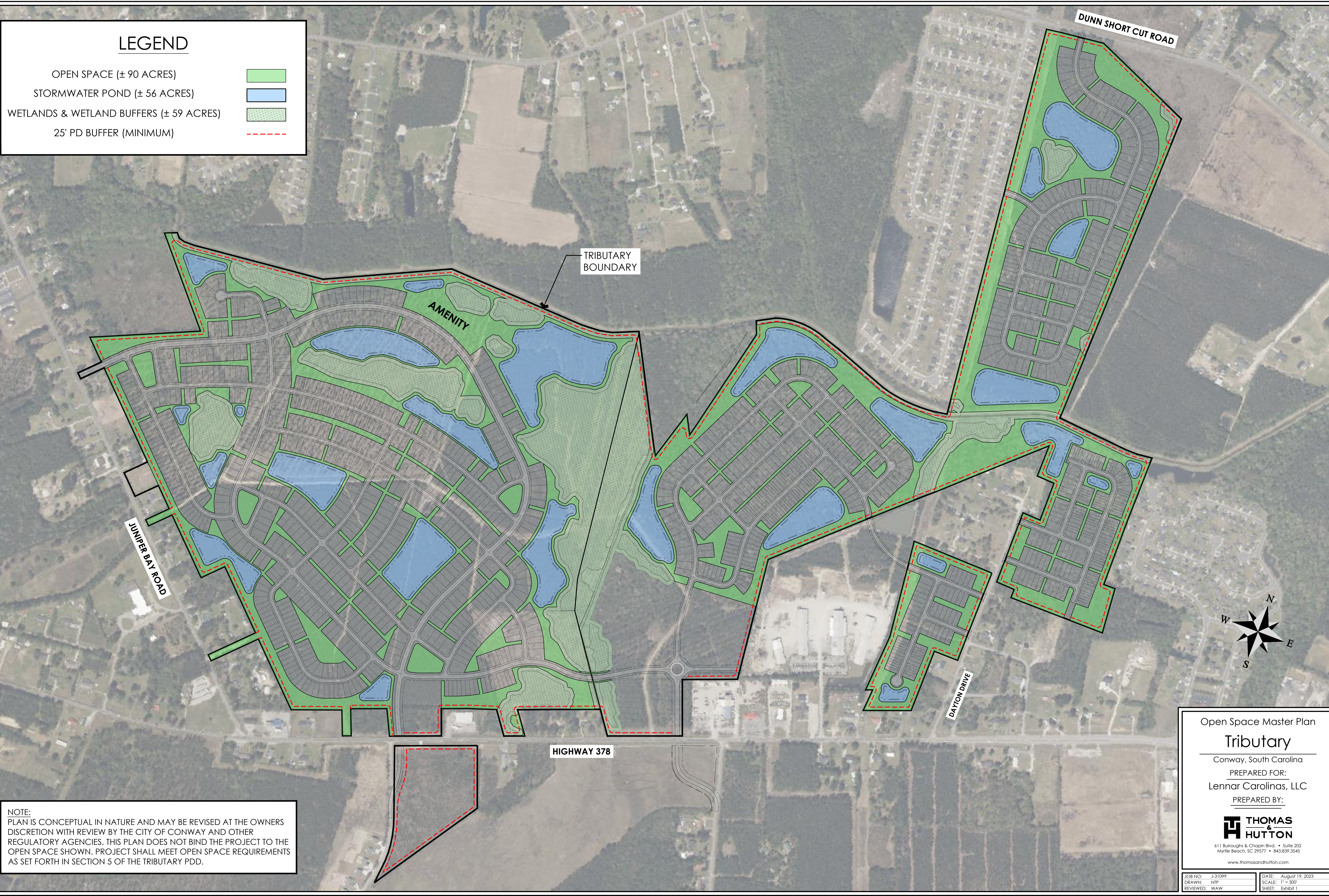
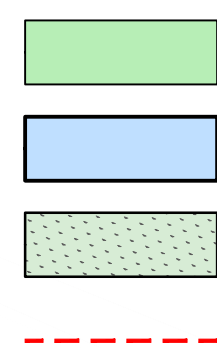
Landscape Areas	Landscaping Type	Minimum Width	Canopy	Understory	Tall Shrub
PD Perimeter	Type C	25'	3	5	25
Residential Perimeter	Type A	5'	N/A	2	18
Flex/Commercial					
Internal Perimeter	Type A	5'	N/A	2	18
Internal streets	Street	8'	2	2	15
Parking Lot	Parking Lot	5'	1 per 12 spaces	N/A	25



21 JUNIOR VILLAGE LOTS ENGINEERING DRAWING CONWAY SOUTH CAROLINA 11 - OPEN SPACE PLAN - 19 JUN 2023 - 10:10 PM

LEGEND

- OPEN SPACE (± 90 ACRES)
- STORMWATER POND (± 56 ACRES)
- WETLANDS & WETLAND BUFFERS (± 59 ACRES)
- 25' PD BUFFER (MINIMUM)



AMENITY

TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

HIGHWAY 378

DAYTON DRIVE

DUNN SHORT CUT ROAD

NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY BE REVISED AT THE OWNERS DISCRETION WITH REVIEW BY THE CITY OF CONWAY AND OTHER REGULATORY AGENCIES. THIS PLAN DOES NOT BIND THE PROJECT TO THE OPEN SPACE SHOWN. PROJECT SHALL MEET OPEN SPACE REQUIREMENTS AS SET FORTH IN SECTION 5 OF THE TRIBUTARY PDD.

Open Space Master Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:

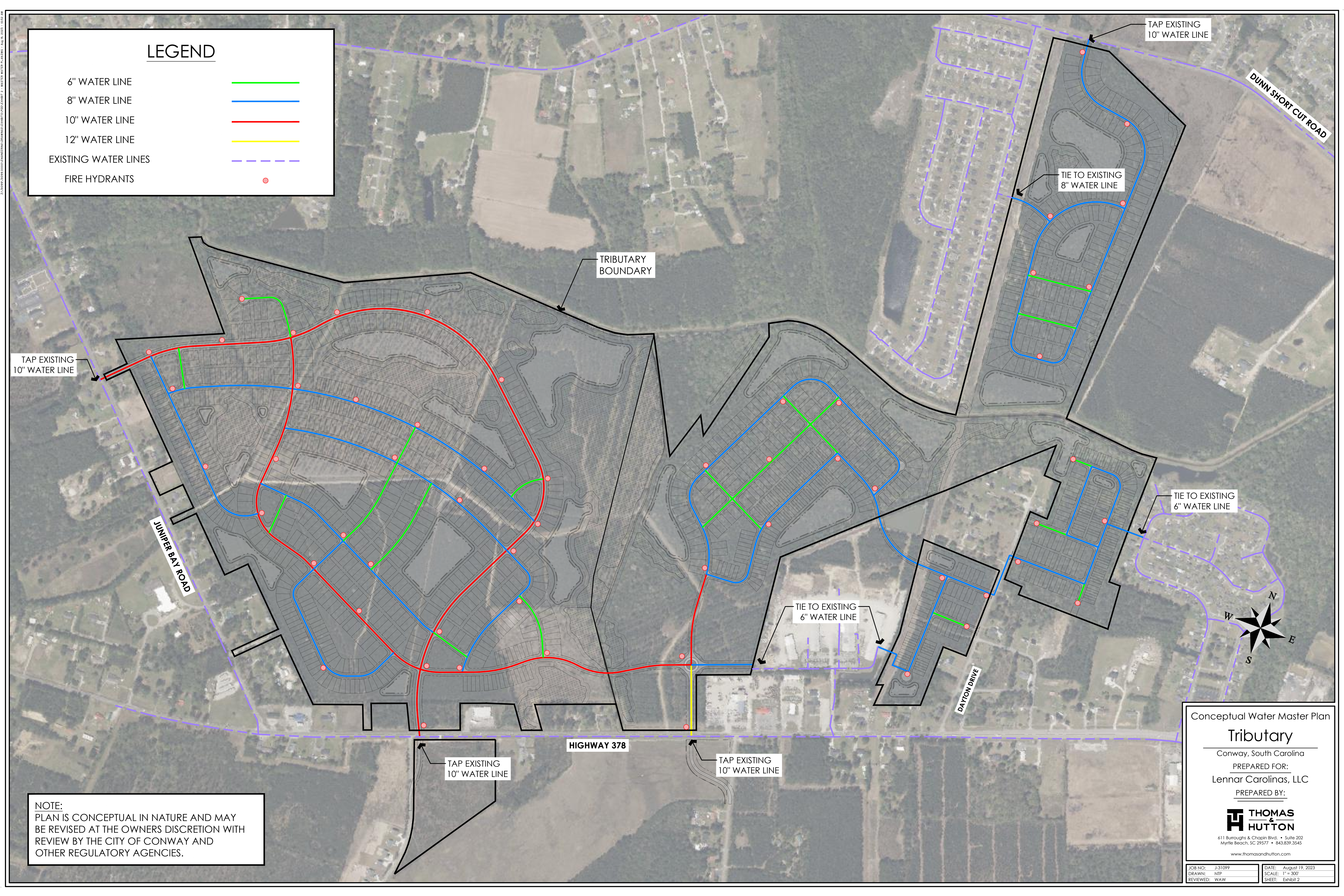


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DRAWN: NTP
REVIEWED: WAW

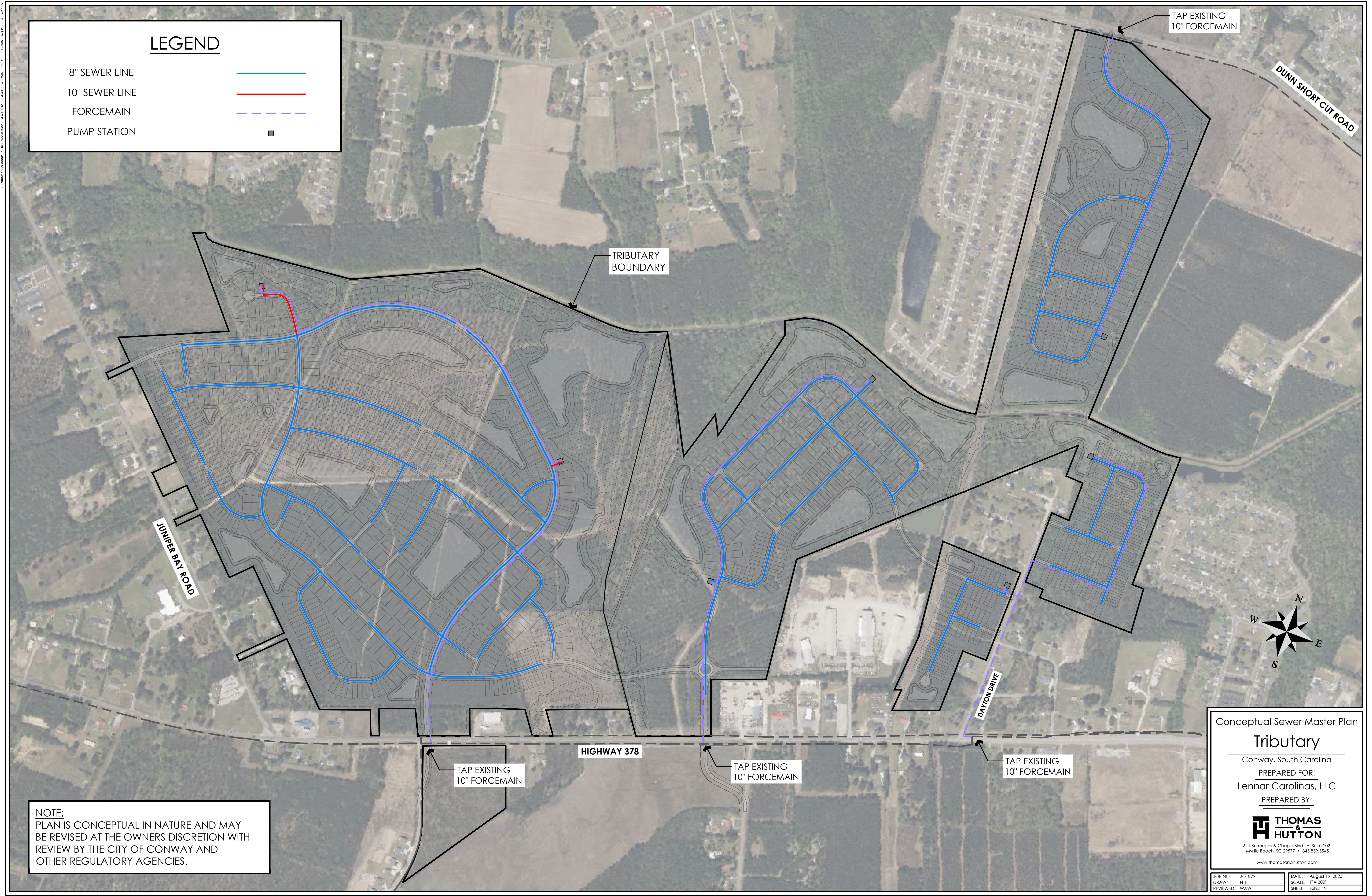
DATE: August 19, 2023
SCALE: 1" = 300'
SHEET: Exhibit 1



2: CONWAY SOUTH CAROLINA WASTEWATER TREATMENT PLANT 3: WASTEWATER TREATMENT PLANT 4: AUG 21, 2023 5: 3:55 PM

LEGEND

- 8" SEWER LINE
- 10" SEWER LINE
- FORCEMAIN
- PUMP STATION



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.

Conceptual Sewer Master Plan


Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

PREPARED BY:


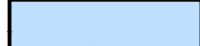

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REVIEWED: WAW	SHEET: Exhibit 2

LEGEND

- POND ROUTING 
- STORMWATER POND 
- WETLANDS 

TRIBUTARY
BOUNDARY

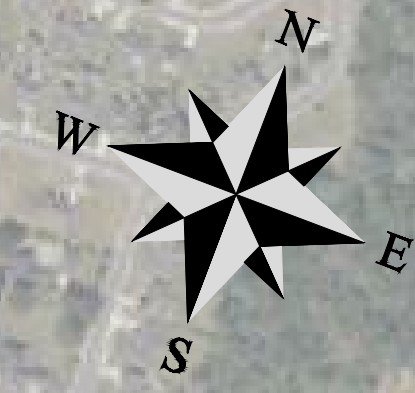
JUNIPER BAY ROAD

HIGHWAY 378

DAYTON DRIVE

DUNN SHORT CUT ROAD

NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
REVIEW BY THE CITY OF CONWAY AND
OTHER REGULATORY AGENCIES.



Conceptual Stormwater
Master Plan
Tributary
Conway, South Carolina
PREPARED FOR:
Lennar Carolinas, LLC
PREPARED BY:
THOMAS & HUTTON
611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

JOB NO: J-31099	DATE: August 19, 2023
DRAWN: NTP	SCALE: 1" = 300'
REVIEWED: WAW	SHEET: Exhibit 4

LEGEND

- ENTRANCE ROAD (90' RIGHT OF WAY) ---
- COLLECTOR ROAD (70' RIGHT OF WAY) ---
- MINOR COLLECTOR ROAD (60' RIGHT OF WAY) ---
- LOCAL ROAD (50' RIGHT OF WAY) ---
- DAYTON DRIVE (VARIABLE WIDTH) ---
- CANAL TRAIL ---

TRIBUTARY
BOUNDARY

JUNIPER BAY ROAD

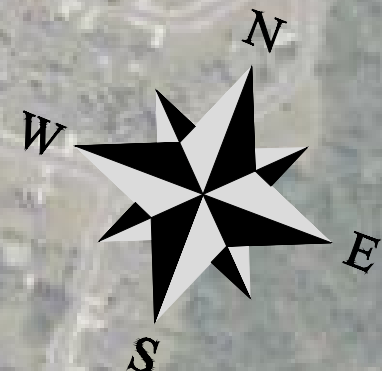
DUNN SHORT CUT ROAD

DAYTON DRIVE

HIGHWAY 378

AIRPORT ROAD
REALIGNMENT

DIRTY BRANCH
ROAD REALIGNMENT



NOTE:
PLAN IS CONCEPTUAL IN NATURE AND MAY
BE REVISED AT THE OWNERS DISCRETION WITH
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OTHER REGULATORY AGENCIES.

Street Framework Plan

Tributary

Conway, South Carolina

PREPARED FOR:

Lennar Carolinas, LLC

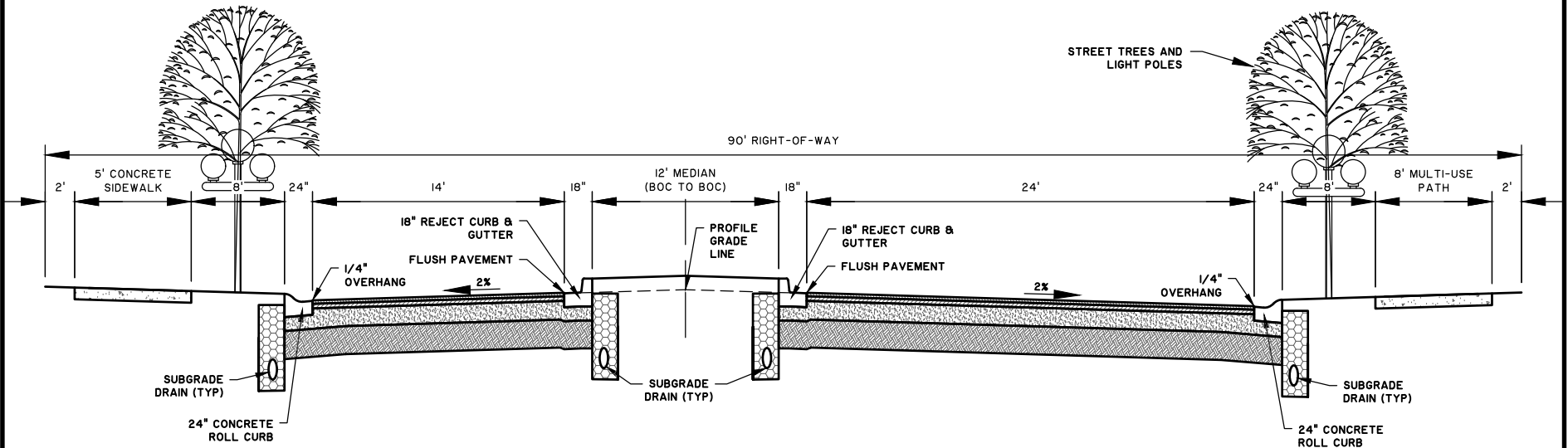
PREPARED BY:



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REVIEWED: WAW	SHEET: Exhibit 5



COLLECTOR ROAD WITH MEDIAN (ENTRANCE) TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.1
COLLECTOR ROAD WITH MEDIAN (ENTRANCE) EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

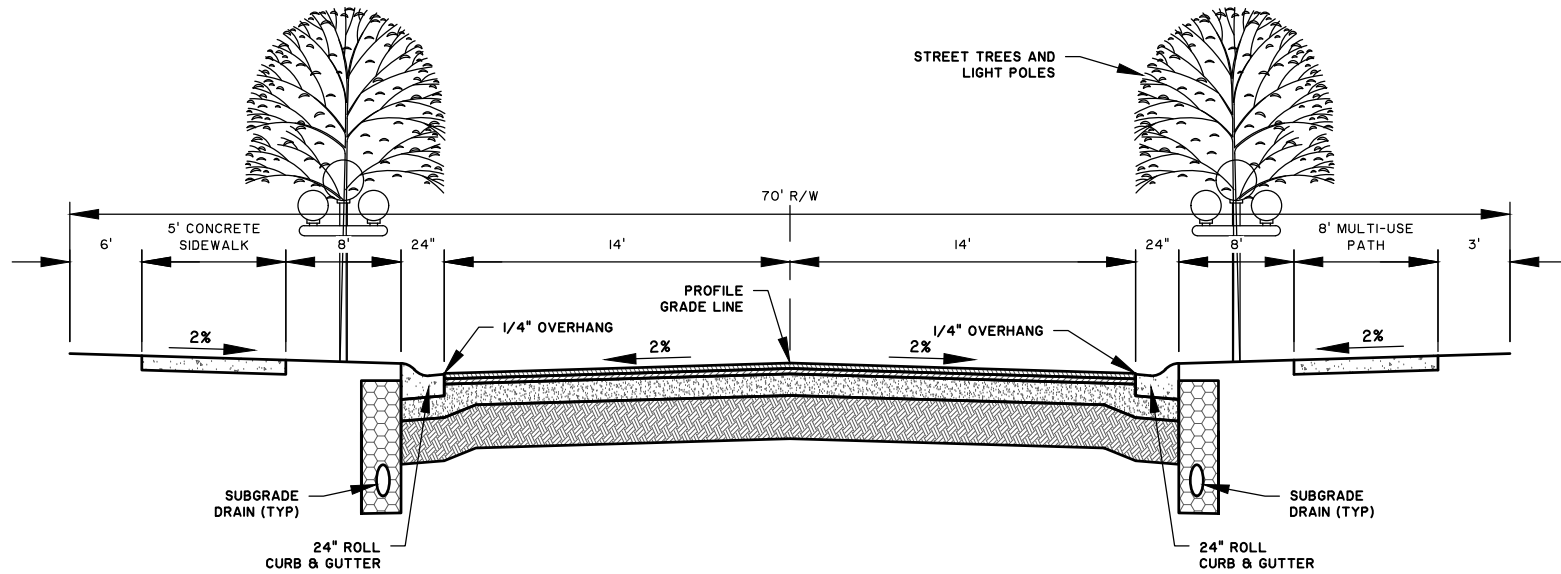
DRAWN BY: WPH
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SHEET: 1 OF 6
SCALE: N/A



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COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.2
COLLECTOR ROAD EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

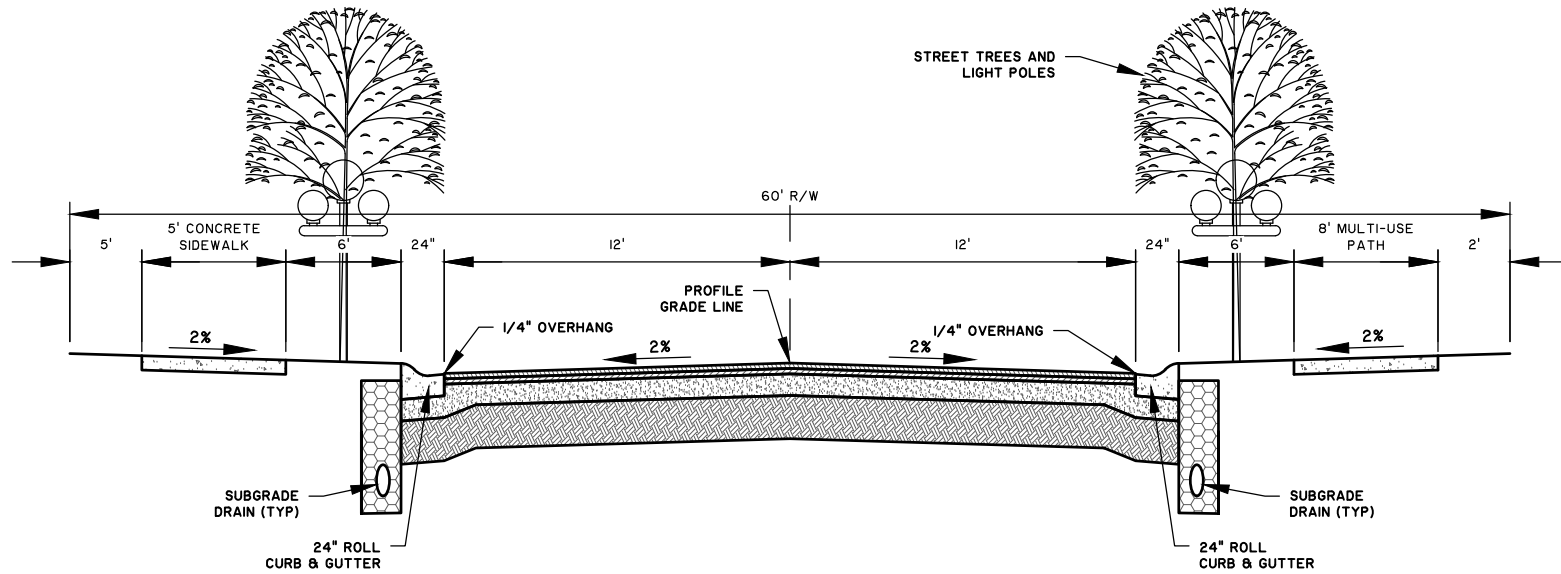
DRAWN BY: WPH
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SCALE: N/A



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MINOR COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.3
MINOR COLLECTOR ROAD EXHIBIT
CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

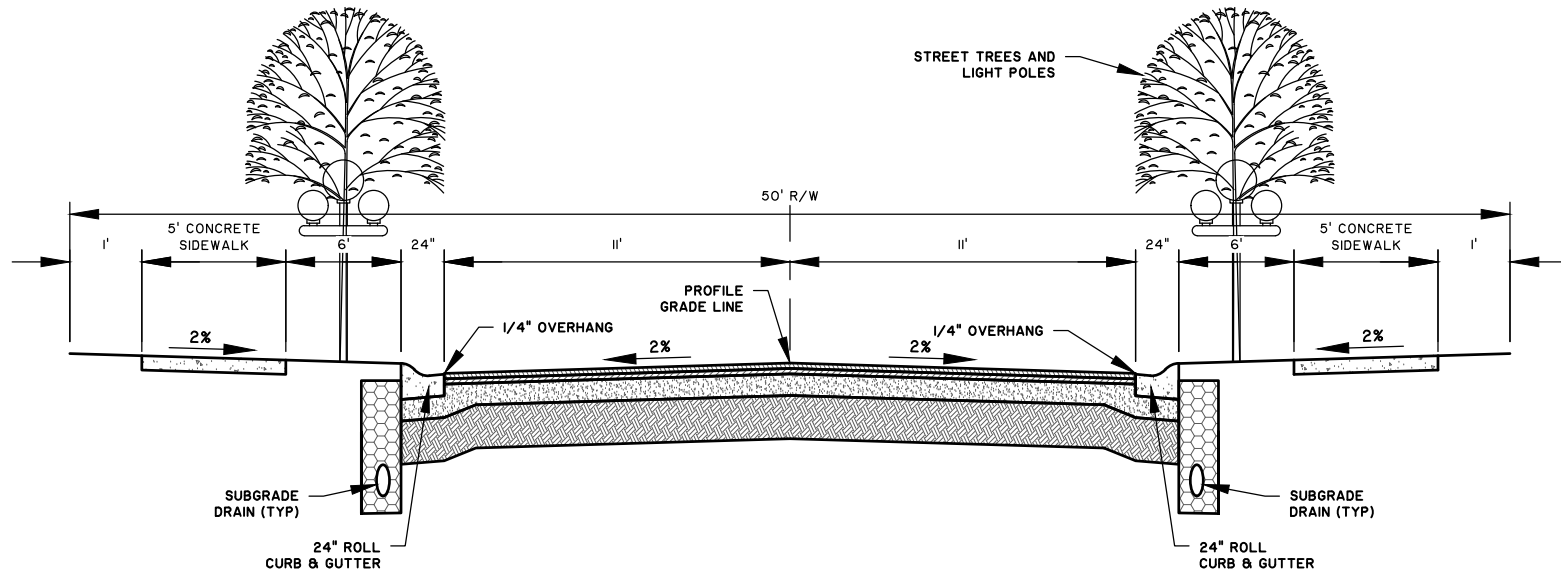
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REVIEWED BY:

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SCALE: N/A



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LOCAL STREET TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.4
LOCAL STREET EXHIBIT

CLIENT:
LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA
DATE: 07.17.23
JOB NUMBER: J-31099

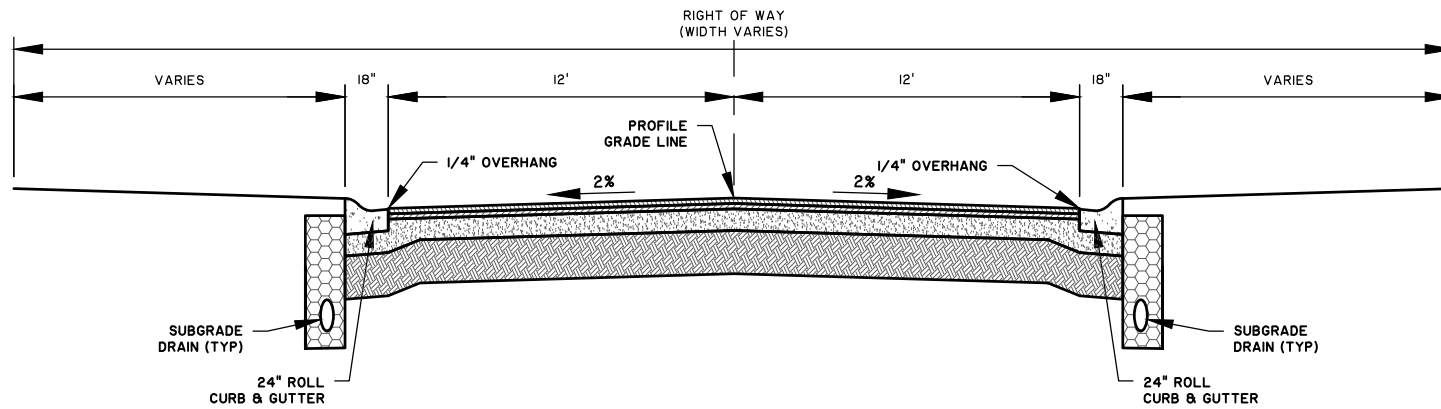
DRAWN BY: WPH
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SHEET: 4 OF 6
SCALE: N/A



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DAYTON DRIVE TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

DAYTON DRIVE EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: 07.26.23

JOB NUMBER: J-31099

DRAWN BY: WPH

REVIEWED BY:

SHEET: 5 OF 6

SCALE: 1" = 1'



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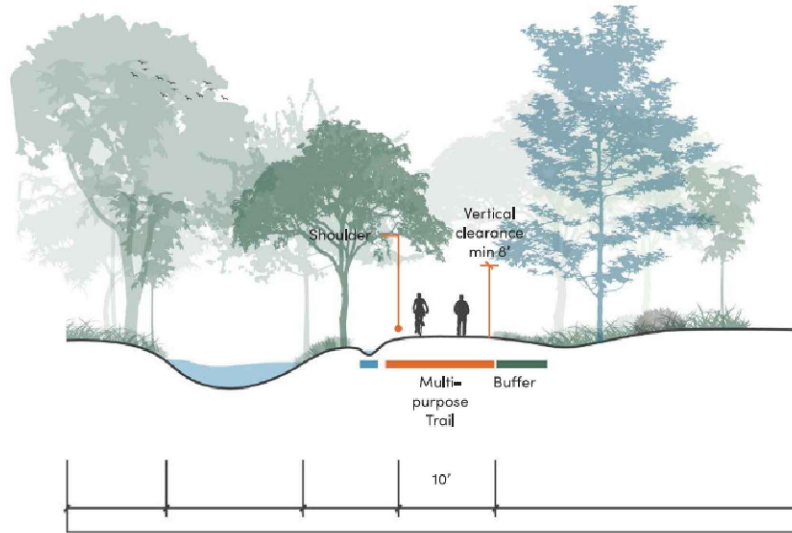


Table 11: Design Guidelines table

Users	Pedestrians and bicycle users
Contexts	Floodplains
Typical Tread Widths	10'
Materials	Natural soil surface, wood mulch, sand
Buffers and Clearance	Min 8' vertical clearance, railing or fence 54" tall when adjacent to a drop-off of 1' or greater / Resting places every 200' for slopes less than 8.33%, every 30' for slopes 8.33% to 10%, and every 10' for slopes greater than 10%

SWAMP, LEVEE OR CANAL TRAILS

NOT TO SCALE

TRIBUTARY

SWAMP, LEVEE OR CANAL TRAIL SECTION

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: AUGUST 2023

JOB NUMBER: J-31099

DRAWN BY: NTP

REVIEWED BY: WAW

SHEET: 6 OF 6

SCALE: 1" = 1'



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NOTE:

TRAIL SECTION PER "CITY OF CONWAY
PATHWAYS AND TRAILS PLAN" DATED
SEPTEMBER 2022.



TRIBUTARY

2023
August

Project No:
171002923

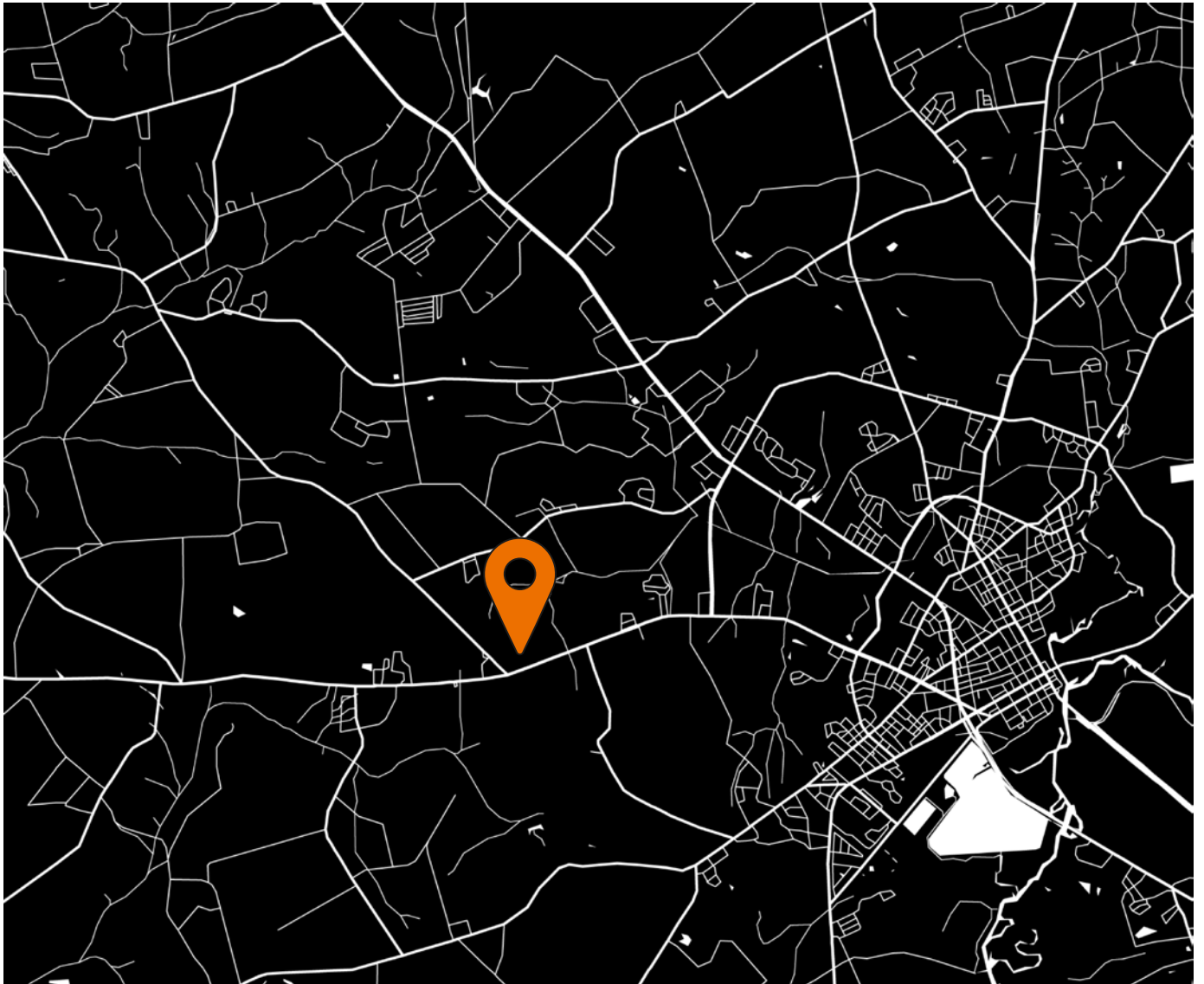
DRAFT

PREPARED FOR: THOMAS & HUTTON

50 PARK OF COMMERCE WAY // SAVANNAH, GA, 31405

TRAFFIC IMPACT ANALYSIS

ALONG US 378
IN CONWAY, SOUTH CAROLINA





TRIBUTARY

TRAFFIC IMPACT ANALYSIS

The conclusions in the Report titled "Tributary Traffic Impact Analysis" are Stantec Consulting Services Inc. ("Stantec") professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk. Stantec has assumed all information received from Thomas & Hutton (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

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Prepared by: _____

Claudia Thompson

Reviewed by: _____

Stuart Day, PE, PTOE

Approved by: _____

Josh Mitchell, PE

August 2023

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EXECUTIVE SUMMARY

A traffic impact analysis was conducted for the Tributary development in accordance with SCDOT and the City of Conway guidelines. The proposed Tributary development is located along US 378 and for the purposes of this analysis was assumed to be completed in two general phases – Phase 1: 2028 and Phase 2: 2033.

Phase 1 consists of the western portion of the site, consisting of up to 592 single family detached housing units, 184 single family detached housing units, a 5,000 square foot convenience store, 20,000 square feet of strip retail plaza, and an 80,000 square foot mini-warehouse. Phase 2 consists of the eastern portion of the site consisting of up to 429 single-family detached housing units, 262 single-family attached housing units, 300 multi-family housing units, a 10,000 square foot general office building, 15,000 square feet of strip retail plaza, and a 45,000 square foot shopping center.

Access to the development is proposed to be provided via four full access driveways, all of which meet the SCDOT spacing requirements. Access will also be provided via Dayton Drive.

- ❖ Project DW #1 is proposed to be located along US 378 opposite realigned Airport Road;
- ❖ Project DW #2 is proposed to be located along US 378 opposite realigned Dirty Branch Road;
- ❖ Project DW #3 is proposed to be located along Juniper Bay Road; and
- ❖ Project DW #4 is proposed to be located along Dunn Short Cut Road.

The extent of the roadway network analyzed consisted of the ten (10) intersections of:

1. US 378 & Juniper Bay Road;
2. US 378 & Airport Road/Project DW #1;
3. US 378 & Dirty Branch Rd/Project DW #2;
4. US 378 & Commercial DW;
5. US 378 & Jerry Barnhill Boulevard;
6. US 378 & Dayton Drive;
7. Juniper Bay Road & Project DW #3;
8. Dunn Short Cut Road & Juniper Bay Road;
9. Dunn Short Cut Road & Leatherman Road; and
10. Dunn Short Cut Road & Project DW #4.

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS, 2008)*, exclusive right-turn lanes are recommended at the following intersections:

Phase 1

- US 378 & Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Juniper Bay Road (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Tributary development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 300 feet, with 100 feet of storage and a 200-foot taper).

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS, 2008)*, exclusive left-turn lanes are recommended at the following intersections:

Phase 1

- US 378 & Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Juniper Bay Road (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Tributary development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper);
- US 378 & Project Driveway #4 (to consist of a total of 330 feet, with 150 feet of storage and a 180-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper).



The results of the analysis for Phase 1 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary Phase 1 development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, the anticipated traffic from the proposed development is anticipated to significantly increase delay at the intersection. Based on SCDOT's *Roadway Design Manual* considerations, this intersection warrants the installation of an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane with or without the proposed Tributary development. Therefore, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay with the proposed Tributary development. A signal warrant analysis was performed with projected 2028 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound right-turn lane along US 378.
- The intersection of US 378 & Dirty Branch Road/GFL Environmental Driveway is projected to experience undesirable delay in both peak hours of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. This increased delay will be mitigated in Tributary Phase 2; therefore, no improvements are recommended in Phase 1.
- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour with or without the proposed development. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. Therefore, no additional improvements to mitigate this delay are recommended in Phase 1.



The results of the analysis for Phase 2 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. As mentioned previously, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay in Phase 1 which is projected to improve the LOS. While the LOS is projected to be undesirable with the ultimate buildout in Phase 2, the Phase 1 turn lane improvements are projected to provide improved LOS over the No Build Conditions.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay in the AM peak hour with the proposed Tributary development at full-buildout, with the recommended signalization from Phase 1. While the LOS is projected to be LOS E in the AM peak hour of 2033 at full buildout, the delay is projected to be slightly above the LOS E threshold of 55.0 s/veh. Therefore, no further improvements (beyond the Phase 1 improvements) are recommended.
- The intersection of US 378 & Dirty Branch Road/Project Driveway #2 is projected to experience undesirable delay in both peak hours of the 2033 No Build and Build Conditions. A signal warrant analysis was performed with projected 2033 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound right-turn lane on US 378. This intersection is projected to experience an undesirable LOS F even with signalization; therefore, it is recommended to extend the widening of US 378 from where it ends east of Dayton Drive to the west of this intersection, narrowing back to two lanes west of Dirty Branch Road.
- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2033 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour of the 2033 No Build Conditions and is projected to experience undesirable delay in both peak hours of the 2033 Build Conditions. However, this projected delay is likely due in part to the conservative nature of the *HCM 6th Edition* unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening is anticipated to improve the LOS in the AM peak hour. Therefore, no additional improvements to mitigate this delay are recommended, beyond the exclusive westbound right-turn lane and the exclusive eastbound left-turn lanes recommended along US 378 per the SCDOT turn lane warrant analysis referenced in **Section 6.1**.

The recommended mitigation, including both turn lanes warranted based on SCDOT's turn lane criteria as well as additional improvements to mitigate projected delay, is listed in **Table E.1** on the following page.



Table E.1 - Proposed Improvements

Intersection		Proposed Improvement	
		Phase 1 - 2028	Phase 2 - 2033
1	US 378 & Juniper Bay Road	<ul style="list-style-type: none"> ❖ Install an exclusive EB left-turn lane along US 378. ❖ Install an exclusive WB right-turn lane along US 378. 	-
2	US 378 & Airport Road/Project DW #1	<ul style="list-style-type: none"> ❖ Install a Signal when warranted. ❖ Install exclusive left-turn lanes on all approaches. ❖ Install an exclusive WB right-turn lane along US 378. 	-
3	US 378 & Dirty Branch Road/Project DW #2	-	<ul style="list-style-type: none"> ❖ Install a Signal when warranted. ❖ Install exclusive left-turn lanes on all approaches. ❖ Install an exclusive WB right-turn lane along US 378.
4	US 378 & Commercial DW	-	-
5	US 378 & Jerry Barnhill Boulevard	-	-
6	US 378 & Dayton Drive	-	<ul style="list-style-type: none"> ❖ Install an exclusive EB left-turn lane along US 378. ❖ Install an exclusive WB right-turn lane along US 378.
7	Juniper Bay Road & Project DW #3	-	-
8	Dunn Short Cut Road & Juniper Bay Road	-	-
9	Dunn Short Cut Road & Leatherman Road	-	-
10	Dunn Short Cut Road & Project DW #4	-	<ul style="list-style-type: none"> ❖ Install an exclusive WB left-turn lane along Dunn Short Cut Road.
		Widen US 378 (from two-lanes to five-lanes) from west of Project Driveway #2 to Dayton Drive.	