Council Members

District 1: John Thomas
District 2: Ron L. Charlton
District 3: Everett Carolina
District 4: Lillie Jean Johnson

District 5: Austin Beard, Vice Chairman

District 6: Steve Goggans

District 7: Johnny Morant, Chairman



County Administrator

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

August 22, 2017

5:30 PM

County Council Chambers

GEORGETOWN COUNTY COUNCIL County Council Chambers, 129 Screven Street, Suite 213, Georgetown, SC 29440

AGENDA

- 1. INVOCATION
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF AGENDA
- 4. PUBLIC COMMENT
- 5. APPROVAL OF MINUTES
 - 5.a Regular Council Session July 25, 2017
- 6. CONSENT AGENDA
 - 6.a Procurement No. 17-055, Cooperative Purchase of 2018 Parks & Recreation Activity Bus
- 7. PUBLIC HEARINGS
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS
- 9. RESOLUTIONS / PROCLAMATIONS
 - 9.a Proclamation No. 2017-11 Recognizing Suzi Roberts, 2017 Miss South Carolina
 - 9.b Proclamation No. 2017-12 In Recognition of the Lions Club International Centennial Celebration
 - 9.c Proclamation No. 2017-13 To Proclaim the Week of September 17-23, 2017 as "Constitution Week" in Georgetown County
- 10. THIRD READING OF ORDINANCES
- 11. SECOND READING OF ORDINANCES
 - 11.a Ordinance No. 2017-18 To amend the Turkey Creek Planned

Development (PD) to allow for 174 townhome units, 180 "in common" single family units and 179 "fee simple" parcels.

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2017-19 An amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along the Pennyroyal Road and Sampit River, further identified as tax parcel 01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI).
- 12.b Ordinance No. 2017-20 An amendment to the Pavilion Square Flexible Design District (FDD) to allow for a grocery store to be located on the west side of Highway 17 just south of Petigru Drive in Pawleys Island
- 12.c Ordinance No. 2017-21 To rezone approximately one acre of property located at Beaumont Drive, TMS # 04-0164-004-01-00, from the True Blue Planned Development (PD) to Forest Agriculture (FA)
- 12.d Ordinance No. 2017-22 An Ordinance to declare a surplus a portion of a tract of property known as TMS #02-1010-005-00-00 and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance, as amended".

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

14.a Procurement No. 17-036, Architectural and Engineering Services (A&E) for the Andrews Regional Recreation Center

15. REPORTS TO COUNCIL

- 15.a Recognition Georgetown County Photo Contest Winners
- 15.b Tourism Management Commission Annual Marketing Budget
- 15.c Site Plan Review The Village at Pawleys Island, a 45 unit multi family development located west of Ocean Highway, approximately 210 feet south of Gilman Road in Pawleys Island
- 15.d Report on Tree Protection Ordinance
- 15.e Transitioning from Fully-insured Health Plan to Self-insured Plan
- 15.f Recognition Employee of the Quarter ADDENDUM
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES
- 17. LEGAL BRIEFING / EXECUTIVE SESSION
 - 17.a Legal Matter
 - 17.b Legal Matter
 - 17.c Economic Development Matter
- 18. OPEN SESSION
- 19. ADJOURNMENT

Item Number: 5.a

Meeting Date: 8/22/2017

Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - July 25, 2017

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

- 1. Approval of minutes as submitted.
- 2. Offer amendments.

STAFF RECOMMENDATIONS:

Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description Type

DRAFT Minutes - 07/25/17 Exhibit

Georgetown County Council held a Regular Council Session on Tuesday, June 25, 2017, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

Staff: Sel Hemingway Wesley P. Bryant

Theresa E. Floyd Jackie Broach

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board located in the lobby of the historic Courthouse.

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

A recommendation was made to defer action on Resolution 2017-11, recognizing Ms. South Carolina, and to add a report pertaining Emergency Procurement of Ram Hydraulic Baler for recyclable materials.

Chairman Johnny Morant started that In order for County Council to authorize an emergency procurement item during this meeting with less than 24-hours advance public notice, it will be necessary for approval by a 2/3 majority vote by Council to declare the finding of emergency or exigent circumstances.

It is the intent that this procurement be made as an Emergency Procurement based upon the following justification: The County must either locate an acceptable MRF baler with a short delivery window which will allow the County to continue to accept recycled materials to which all taxpayers have become accustomed. Alternately, the County could be forced to suspend accepting recycled materials to avoid a greater backlog of materials on site than permitted by DHEC. This would threaten the operating function of the recycling program as concerns normal health and welfare procedures for proper disposal.

Councilmember Ron Charlton moved for approval of the meeting agenda, as amended. Councilmember Austin Beard seconded the motion. There was no discussion on the motion.

In favor: Austin Beard Lillie Jean Johnson Everett Carolina Johnny Morant

Ron L. Charlton John Thomas

Steve Goggans

PUBLIC COMMENTS:

Mayor McClary - Town of Andrews

Mayor McClary addressed County Council regarding the deplorable condition of the recreation gym in the Town of Andrews. He asked when this facility is scheduled to be addressed in the County's Capital Improvement Plan. Mayor McClay stated that in its current condition it is

hazardous and does not have adequate operational bathroom facilities or air conditioning. In his opinion, these issues were a more urgent priority than bike paths.

Mayor McClary also voiced other concerns. He said over 90 days ago the Town made a request for accommodations tax funding, and has had no response; the Andrews Senior Center has not had television since last year; and the Town is not receiving animal control services. Mayor McClary also asked that the Town of Andrews have an opportunity to be included and have a voice in the economic development plans for the County.

Jim Watkins

Mr. Watkins expressed appreciation to members of County Council for their favorable consideration of a proposed resolution to express Georgetown County's Opposition to seismic testing and offshore drilling activities. He said good stewardship of creation is our responsibility.

Beth Stedman

Ms. Stedman, President of the Georgetown County Chamber of Commerce, introduced Jennifer Norman who has been hired as the Director of Tourism. She noted that tourism is an incredibly important part of the local community, and all were confident that Jennifer would be a great addition to the team.

Marla Hamby

Ms. Hamby voiced concerns regarding rumors of a pending sale of the Litchfield Country Club, including the tennis courts. She stated that the tennis courts are frequently used including regular tournaments of senior women who play on the courts. Ms. Hamby pointed out that tennis courts with hard surfaces are not suitable for older players. She suggested that the County look into acquiring the tennis facility or "working something out".

MINUTES:

Regular Council Session – June 27, 2017

Councilmember Ron Charlton moved for approval of the June 27, 2017 meeting minutes. Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion. No discussion followed.

In favor: Austin Beard Lillie Jean Johnson Everett Carolina Johnny Morant

Ron L. Charlton John Thomas

Steve Goggans

CONSENT AGENDA:

The following reports were included on the Consent Agenda, and therefore approved previously during the meeting:

Ordinance No. 2017-15 - An Amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulations dealing with streets and easements for Minor Subdivisions – Third reading approval.

Ordinance No. 2017-16 - An amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage – Third reading approval.

Contract #12-088, Task Order 27 - Consolidated Solid Waste Engineering and Monitoring Services - County Council approved award of Contract #12-088, Task Order 27 for Corrective Measures Plan to Garrett and Moore for a lump sum total of \$66,500.00.

Procurement #17-040 REBID, Emergency Spill Response, IDIQ - County Council awarded an IDIQ contract agreement to low bidder, A&D Environmental Services (SC), LLC of Lexington, SC for Emergency Spill Response, IDIQ.

Procurement #17-053, John Deere 624K-II Loader – County Council awarded a bid to Flint Equipment of Aynor, SC for a total amount of \$183,478.25, including taxes.

Procurement #17-050, John Deere 670G Motor Grader – County Council awarded a bid to Flint Equipment of Aynor, SC for a total amount of \$225,235.00, including taxes (utilizing savings from the purchase of the John Deere 624K-II Loader will be used to offset the budget overage for this purchase).

Contract #13-010, Task Order 24 - Civil Engineering Services to Design Drainage Improvement Project for Petigru Drive, Commerce Drive, and Tiller Drive - County Council moved for the approval of Contract #13-010, Task Order 24, to Stantec Consulting Services, Inc. in the amount of \$55,600.00 for the Petigru Drive/Commerce Drive/Tiller Drive area outfall improvements under the existing IDIQ Agreement for Professional Services.

Procurement #16-081, Grapple Boom Loader Truck for Solid Waste Collections - County Council approved the purchase of a second 2017 or 2018 Freightliner M112 with Peterson DL3 Grapple Loader and Dump Bed as specified from Columbia Freightliner of Florence, SC for a total cost of \$204,404.00 (includes \$500 maximum cap SC Sales Tax).

Procurement #17-037, RFQ for Geotechnical Engineering and Construction Materials Testing Services, "As Needed" – County Council awarded a contract for Geotechnical Engineering and Construction Materials Testing Services, "As Needed" go to *both* S&ME, Inc. and Terracon Consultants.

Cooperative Procurement #13-035, John Deere 310L-4x4 Extended Backhoe/Loader (CERP) – County Council moved to award the bid to Flint Equipment, Construction and Forestry Division, of Aynor, SC under the FSA cooperative agreement to total \$90,775.00 inclusive of SC Maximum Cap Sales Tax.

Procurement #17-074, John Deere 850K Crawler Dozer - County Council awarded a bid to Flint Equipment of Aynor, SC for a total amount of \$331,218.50, including taxes. Savings from the purchase of the Landfill Compactor will be used to offset the budget overage for this purchase.

Procurement #17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I - County Council awarded award Bid #17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I to Earthbalance of North Port, FL in the amount of \$81,080.00.

Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment – County Council awarded Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment to Flint Equipment for a base bid plus alternate #1 total of \$101,382.50, inclusive of sales tax and delivery.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Assessment Appeals Board

Councilmember Austin Beard moved for the appointment of Mr. James W. Moody, Jr. to serve on the Assessment Appeals Board. Councilmember John Thomas offered a second to the motion. Chairman Morant called for discussion, and there was none.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

RESOLUTIONS / PROCLAMATIONS:

<u>Proclamation No. 2017-09 – In Recognition of the 2017 Gullah/Geechee Nation International</u> Music & Movement Festival

Councilmember Lillie Jean Johnson moved for the adoption of Proclamation No. 2017-09 recognizing the 2017 Gullah/Geechee Nation International Music & Movement Festival, and associated festivities that will be launched the week of July 29th, 2017, in celebration of "Gullah/Geechee Nation Appreciation Week". Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

County Council presented Queen Quet, a representative of the Gullah/Geechee Nation, a copy of the proclamation. She addressed Council member expressing appreciation for their support over the past several years.

Resolution No. 2017-10 - To Express Georgetown County's Opposition to Seismic Testing and Offshore Drilling Activities

Councilmember John Thomas moved for adoption of Resolution No. 2017-10 expressing Georgetown County's opposition to Seismic Testing and Offshore Drilling activities. Councilmember Steve Goggans seconded the motion. Chairman called for discussion on the motion, and there was none.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

Resolution No. 2017-11 - Recognizing Suzi Roberts, 2017 Miss South Carolina

County Council deferred action on Resolution No. 2017-11.

ORDINANCES-Third Reading

No reports.

ORDINANCES-Second Reading:

No reports.

ORDINANCES- First Reading:

Ordinance No. 2017-18 – To amend the Turkey Creek Planned Development (PD) to allow for 174 townhome units, 180 "in common" single family units and 179 "fee simple" parcels.

BIDS:

Emergency Procurement #17-042 - Ram Hydraulic Baler for Recyclable Materials

Councilmember Austin Beard moved to approve the emergency procurement of a hydraulic baler, and to authorize the County Administrator to enter into pertinent purchase agreements for the same, in an amount not to exceed \$180,000. Councilmember Steve Goggans seconded the motion. There was no discussion on the motion.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

REPORTS TO COUNCIL:

<u>Site Plan Review – 34 Unit Multi-family Development (Marina Village) in Litchfield Plantation</u>
At the request of the property applicant, Councilmember Steve Goggans moved to remand this issue back to the Planning Commission in order to consider an alternate plan for this development. Councilmember John Thomas seconded the motion. There was no discussion following the motion.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

St. Frances Animal Center Contract

Councilmember Ron Charlton moved to approve a proposed agreement with the St. Frances Animal Control Center through June 30, 2018. Councilmember Everette Carolina seconded the motion. There was no discussion on the motion.

In favor: Austin Beard Lillie Jean Johnson

Everett Carolina Johnny Morant Ron L. Charlton John Thomas

Steve Goggans

Capital Project Sales Tax – Update

County Administrator, Sel Hemingway, gave a presentation on the status of Capital Projects Sales Tax. He advised County Council on the current status of each of the capital projects, as well as updated project cost projections, and project tax revenues collected to date.

EXECUTIVE SESSION:

No reports.

Being no further business to come before County Council, a motion was made by Councilmember Ron Charlton, and seconded by Councilmember John Thomas to adjourn the meeting at 6:30 PM.

Georgetown County Council Meeting Minutes July 25, 2017

Date	
Clerk to Council	

Item Number: 6.a

Meeting Date: 8/22/2017

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement No. 17-055, Cooperative Purchase of 2018 Parks & Recreation Activity Bus

CURRENT STATUS:

The existing 2006 Chevrolet Activity "Mini-Bus" (14-passengers) has been approved for replacement in the current Fiscal Year Capital Equipment Replacement Plan (CERP). This vehicle, VIN #1GCHG31U1143682, will be declared surplus and disposed of as determined to be in the best interest of the County.

POINTS TO CONSIDER:

This vehicle will be procured using a publicly solicited and awarded agreement which is part of the National Joint Procurement Authority (NJPA) under the County's Purchasing Ordinance:

Sec. 2-75. Cooperative Purchasing Agreements

Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, § 11-35-4610 and 4810 of the State Consolidated Procurement Code, the Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity.

The County considered the following available options:

- 1) Blanchard Bus Centers (NJPA) of West Columbia, a 25-PAX 2018 Ford 800NF Transit MB-II Blue Bird Activity Bus at \$52,324.00;
- 2) Blanchard Bus Centers (NJPA) of West Columbia, 20-PAX 2018 Ford 800NF Transit MB-II Blue Bird Activity Bus at \$51,208.00; and
- 3) Palmetto Bus Sales (SC State Contract) of West Columbia, a 14-PAX Chevrolet Express 3500 StarCraft Quest Activity Bus at \$43,868.00.

FINANCIAL IMPACT:

This item is budgeted in G/L 499.579 50713 up to a maximum of \$53,620.00, and will be part of the Municipal Lease Purchase Plan for a term of 6-years.

OPTIONS:

- 1) Award a purchase order to Blanchard Bus Centers (NJPA) of West Columbia, for one (1) 25-PAX 2018 Ford 800NF Transit MB-II Activity Bus at \$52,324.00, tax inclusive [shown as Quote #034918 attached]; OR
- 2) Decline to make an award and direct staff to take further action.

STAFF RECOMMENDATIONS:

The options discovered by Purchasing were reviewed by the Parks and Recreation Department,

who believe purchasing the 25-PAX 2018 Ford 800NF Transit MB-II Blue Bird Activity Bus at \$52,324.00, tax inclusive, to be in the County's best interest. In particular, summer camp programs are currently limited to 24 participants, and this would allow all campers to be travel as a single group.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Туре
D	Bid Solicitation Approval	Backup Material
D	Blanchard Bus: 20 & 25 Passenger Quotations	Backup Material
D	Palmetto Bus: 14 Passenger Quotation	Backup Material
D	Blue Bird T-Series Vehicle Specs	Backup Material
D	Summary Cost Comparison	Backup Material
D	Recommendation from Ms. Goodale	Backup Material



Georgetown County, South Carolina VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No.	17-055	_{Dept:} Parks & Recreation
Procurement for:	2017/18 Chevrole	t/Starcraft Prodigy 14/1HC Activity Bus
Budgeted:	YES -I	40
Budgeted/Estimate	ed Cost: \$53,620.00	FY 18
Funds Available:	V-YES -I	NO Pending Budget Transfer
	-Cash Purch	nase
	-Municipal	Lease/Purchase Financing 👍 -YRS
	Funding So	urce Location
G/L Account	t Number	Funding Amount
010.579	50713	\$53,620.00
Is grant money invo	lved in this procur	ement? YES -NO
If YES, attach a cop Grant Approval Att		grant budget from the awarding source.
- New Acquisition		Scheduled CERP Destroyed
Unit Being Replaced	Year/Make Mo	del 2006 Chevrolet Activity Bus
	VIN/Serial No.	1GBJG31U561143682
Clear Title on Hand:	✓YES NO	If NO, identify bank holding lien:
Bank Currently Holo	ling Title:	
B. Sood-e		7/7/19
Department Director		Date 8 10 17
Budget Officer	_	Date 08-10-2017
Purchasing		Date 8 /14/17
Juff 3	24	Date
Sutt C. M		8/10/17 Details
		Date

QUOTATION: 034919 VERSION: 00

FORD 800NF

MB-II SCHOOL BUS 20 PASSENGERS Procurement #17-055

Total Cost: \$51,208.00

inclusive of sales tax

PREPARED FOR: BLANCHARD BUS CENTERS

3151 CHARLESTON HWY

WEST COLUMBIA, SC 29172

VEHICLE DESCRIPTION:

U.S.
FORD TRANSIT
3.7L Gas
SRW/GM/FD DRW/TRANSIT
156" DRW 5 ROWS 74" WHEEL WELL
NO HANDI DOOR
HIGH WINDOWS FOR 74"/75"/76" BODY
DOD 24"
SCHOOL BUS

STATE SPEC: FEDERAL CHASSIS YEAR: 2018 BODY YEAR: 2018

CERTIFICATION: CERTIFICATION STATE: **MFSAB**

US

PREPARED BY: ZACHARIE SAUVE

EXPIRATION DATE: SEPTEMBER 1, 2017

CONTROL ID:

LIST CODE: F1
PRICE LIST: 2018-01





Quote #: 034919 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 20 psg NJPA transit

Body - Base

Option	Description	Price	Option	Description	Price
AWH	WHEEL HOUSINGS ALUMINUM		LDN-L	DIRECTIONAL LED LIGHTS NO ARROW	
BW1	PANEL BELOW WINDOW - ALUMINUM		LGM-3	DEC BIRD & STREAMER BLACK ENG	
B2H	74" HEADROOM		LGZ	STEPWELL LED LIGHT	
CST	STRUCTURAL CAGE		LLP-L	LICENSE PLATE LIGHT LED	
DG1	DRIVE LINE GUARD FRONT		LN2-3M	REFLECTORS REAR (4) RED-3M	
EDG	CLEAR GLASS ENTRANCE DOOR		LST-L	STOP & TAIL LED LIGHTS	
EEL	DOD ELECT CONTROL		L2N-1	RR DOOR LATCH/SLIDE BAR/3 POINT	
EIB	DECAL EMERGENCY DOOR		MRS-Z	MIRROR ROSCO SB	
ESK	EXTERIOR SKINS		MVW	MORE VIEW CLR GLASS TP	
EWF	EXT WINDOW TRIM	•	PSBC	PAINTED ENT/STEP BODY COLOR MATCH	
EXB	RELOCATE EXHAUST TO REAR		PST	HEADPADS GREY	
E24	ENTRANCE DOOR 24" MB2 & TS		P2S	PLYWOOD 1/2"	
FDC	FORD OR GM CONSOLE W/SWITCHES		RDB	EMERGENCY EXIT AJAR BUZZER	
FGL	INT & EXT FINISHING PARTS		RDA	TELESCOPIC RETAINER REAR DOOR	
FSR-1	STANDARD FRONT STRUCTURE		RDW2-T	REAR DOOR GLASS (2) LIGHT TINT 62%	
FS3	FLOOR ALUMINUM		RD2	RR DOOR 2 GLASSES	
GCS	ENTR GRAB LH 1¼ IN SS PLAIN		RRF	RUB RAIL FLOOR LEVEL	
GLC-D	GLOVE COMPARTMENT DELETE		RRS	RUB RAIL SEAT LEVEL	
GUT	DRIP RAILS		RSR-1	REAR STRUCTURE STANDARD	
GVWR-10360	GVWR 10,360 LBS FD TRANSIT		SBA	FMVSS 210 SEAT BELT ANCHORAGE	
HHNC	HEATER HOSE ONLY (1X)		SFSN	STANDARD FLOOR STRUCTURE	
IM	INT MIRROR 6X16 IN		SLND-D	ELEC SYS W/RELAY 80A	
ISF	INT FRONT SKINS STD		SRT2	SPEAKERS (2) IN CEILING	
ISRR	INT FINITION RR STD		SV1	STATIC ROOF VENT	
ITC	INTERIOR ROOF SKINS		TWD	KIT REFLEC (3)	
ITST	INTERIOR FINISH STANDARD		V20	SHUT-OFF VALVE UNDER BODY(AUX HEAT)	
LAH	DOME LIGHTS		WHT	WHEEL WELL TRIM BLACK	
LBU-L	BACK-UP LIGHTS LED		WRG	2 BACK WINDOWS LIGHT TINT (62%)	
LCL-L	IDENTIF.& CLEARANCE LIGHTS LED		WSS5N	WIRING SYSTEM STANDARD	





Quote #: 034919 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 20 psg NJPA transit

Body - Requirements

	Option	Description	Price	Option	Description	Price
	DMW-D	DECAL -SCHOOL BUS- DELETE (MATRIX)	1.00	MFSAB	VEHICLE CERTIFIED MFSAB	
2	DPU-W-3M	DECAL+TAPE P/O US WHITE 3M	70.00	MUD	MUD FLAPS	51.00
	EX2	EXTINGUISHER 5 LBS	60.00	RFCF-M	FRONT CAP MFSAB	55.00
	FAK	FIRST AID KIT FEDERAL SPEC U.S	74.00	RFCR-M	REAR CAP MFSAB/MPV	35.00
	JTS-3	JOINT STRENGTH ALUM, FLR C/FMVSS221		8WS-D	8 WAYS STANDARD DELETE	136.00-

Body - Options

	Option	Description	Price		Option	Description	Price
	AA-40TC	A/C ACC 40K+OEM EVA/RR W/COND	2,938.00		PEW	PAINT EXTERIOR OXFORD WHITE	35.00
	BFK	BODY FLUID KIT FEDERAL	39.00		RFT-W-3M	REFLEC TAPE EMER/D WHITE 3M	8.00
	BH30RA5000	HSM BAR 30" RH HB GREY WO/COR	199.00		RMW-PAS	RADIO AM/FM/CD/USB MB WITH PA	375.00
	BH39LA5000	HSM BAR 39" LH HB GREY WO/COR	228.00		RRD	RUB RAIL BLACK DELETE	185.00-
	BUA	BACKING SAFETY HORN SAE 97DBA	60.00		RRW	RUB RAIL WINDOW LEVEL	124.00
	BU1-S	BUMPER REAR - STEEL 3/16	10.00	4	SBK2	SEAT BELT KIT FOR (2) PASSENGERS	120.00
	BWD	BLACK AROUND WARNING LAMPS DELETE	48.00-	4	SBK3	SEAT BELT KIT FOR (3) PASSENGERS	176.00
	CAE-8M	CROSSING ARM ELEC SMI W/MFSAB	514.00	4	SH30RAA020	HSM STD 30 RH HB GRY FB WO/C	1,072.00
	FBSW-39Z	SMOOTH BLK FLR WHT/N W/39 SEAT ZEN	4.00	4	SH39LAA020	HSM STD 39 LH HB GRY FB WO/C	1,196.00
	HDA	HEATER REAR 42000BTU	83.00		SZZ	DELETE ELECTRIC STOP ARM	348.00-
	LAC-L	DOME LIGHT LED ABOVE DRIVER	78.00		UC2	UNDERCOATING BODY AND CHASSIS	54.00
	LAH-2	DOME LIGHTS EXTRA	83.00		WBJ	WIN S/S TINT 62% W/2 P/O	131.00
4	LEGS-S	LEG CEW			WPO-D	8 WAY WIRING POWER DELETE	
4	LEGS-SOR	LEG CEW RH OFFSET			WSQ-D	SEQUENTIAL WIRING (8WAY) DELETE	164.00-
	LI1-7L	WHITE STROBE LED LIGHT ON BATTERY	238.00			• •	





Quote #: 034919 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 20 psg NJPA transit

CHASSIS

Option	Description I	Price	Option	Description	Price
ABS	4 WHEEL DISC ANTI-LOCK BRAK (ABS)		425	50 STATE EMISSIONS SYSTEM	
B4A	NET INVOICE FLEET OPTION	7.00	43Q	SEPARATE STOP TURN TAIL LAMP	
DRW	DUAL REAR WHEELS		446	ELEC 6 SPD TRANSMI W/COOLER	
GAZ	FUEL CHARGE 6 US GALLON	25.00	47Q	MFSAB PACKAGE	207.00
HDN	HORN DUAL NOTE		516	SPARE TIRE & WHEEL NOT INCLUDED	
K	VINYL BUCKET SEAT		54X	EXTERIOR MIRROR DELETE	
MFSAB DISC	MFSAB DISCOUNT 2,7	760.00-	57B	FRONT A/C	
SDAAQ	SPECIAL DEALER ACCOUNT ADJ MFSAB 1,1	109.00-	58T	RADIO PREP PACKAGE	
SFACQ	SPECIAL FLEET ACCOUNT CREDIT MFSAB 7	762.00-	60X	DOOR RIGHT HAND NOT INCLUDED	
S8P	T350 156 DRW 10 360 GVWR		62C	AUXILIARY HEATER /AC PREP PACK	92.00
TB8	195/75R16 BSW ALL-SEASON (DRW)		625MT	FUEL TANK CAPLESS MIDSHIP 25 US	
TC-T	TRANSIT TRANSPORATION CHARGES 1,3	395.00	63C	ALT 220 AMP GAS/ 210 AMP	
VK	PEWTER VINYL TRIM		63E	DUAL HEAVY DUTY BATTERY W/47C/47ST	
X41	REAR AXLE RATIO 4.10 STAND GAS 3.7L		7275	REAR GAWR 7275 LBS	
YZ	EXTERIOR-OXFORD WHITE		76XT	BLACK BUMPER	
153	LICENSE PLATE BRACKET		87C	ROOF LINE CONVERSION	
20E	GROSS VEHICLE WEIGHT RATING 10 360		87E	AUXILIARY FUSE BOX	
21J	VINYL DRIVER SEAT ONLY W/ ARMREST		99M	3.7L GAS V-6	
4130	FRONT GAWR 4130 LBS				

Deleted Specs.

Option	Description	Price	Option	Description	Price
CDM1	STOD ADM DMD STOD INCANDESCENT				





QUOTATION: 034918 VERSION: 00

Procurement #17-055

Total Cost: \$52,324.00

FORD 800NF

inclusive of sales tax

MB-II SCHOOL BUS 25 PASSENGERS

PREPARED FOR: BLANCHARD BUS CENTERS

3151 CHARLESTON HWY

WEST COLUMBIA, SC 29172

VEHICLE DESCRIPTION:

U.S.
FORD TRANSIT
3.7L Gas
SRW/GM/FD DRW/TRANSIT
156" DRW 5 ROWS 74" WHEEL WELL
NO HANDI DOOR
HIGH WINDOWS FOR 74"/75"/76" BODY
DOD 24"
SCHOOL BUS

STATE SPEC: FEDERAL CHASSIS YEAR: 2018 BODY YEAR: 2018

CERTIFICATION:
CERTIFICATION STATE:

MFSAB US

PREPARED BY: ZACHARIE SAUVE

EXPIRATION DATE: SEPTEMBER 1, 2017

CONTROL ID:

LIST CODE: F1
PRICE LIST: 2018-01





Quote #: 034918 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 25 psg NJPA transit

Body - Base

Option	Description	Price	Option	Description	Price
AWH	WHEEL HOUSINGS ALUMINUM		LDN-L	DIRECTIONAL LED LIGHTS NO ARROW	
BW1	PANEL BELOW WINDOW - ALUMINUM		LGM-3	DEC BIRD & STREAMER BLACK ENG	
B2H	74" HEADROOM		LGZ	STEPWELL LED LIGHT	
CST	STRUCTURAL CAGE		LLP-L	LICENSE PLATE LIGHT LED	
DG1	DRIVE LINE GUARD FRONT		LN2-3M	REFLECTORS REAR (4) RED-3M	
EDG	CLEAR GLASS ENTRANCE DOOR		LST-L	STOP & TAIL LED LIGHTS	
EEL	DOD ELECT CONTROL		L2N-1	RR DOOR LATCH/SLIDE BAR/3 POINT	
EIB	DECAL EMERGENCY DOOR		MRS-Z	MIRROR ROSCO SB	
ESK	EXTERIOR SKINS		MVW	MORE VIEW CLR GLASS TP	
EWF	EXT WINDOW TRIM		PSBC	PAINTED ENT/STEP BODY COLOR MATCH	
EXB	RELOCATE EXHAUST TO REAR		PST	HEADPADS GREY	
E24	ENTRANCE DOOR 24" MB2 & TS		P2S	PLYWOOD 1/2"	
FDC	FORD OR GM CONSOLE W/SWITCHES		RDB	EMERGENCY EXIT AJAR BUZZER	
FGL	INT & EXT FINISHING PARTS		RDR	TELESCOPIC RETAINER REAR DOOR	
FSR-1	STANDARD FRONT STRUCTURE		RDW2-T	REAR DOOR GLASS (2) LIGHT TINT 62%	
FS3	FLOOR ALUMINUM		RD2	RR DOOR 2 GLASSES	
GCS	ENTR GRAB LH 1¼ IN SS PLAIN		RRF	RUB RAIL FLOOR LEVEL	
GLC-D	GLOVE COMPARTMENT DELETE		RRS	RUB RAIL SEAT LEVEL	
GUT	DRIP RAILS		RSR-1	REAR STRUCTURE STANDARD	
GVWR-10360	GVWR 10,360 LBS FD TRANSIT		SBA	FMVSS 210 SEAT BELT ANCHORAGE	
HHNC	HEATER HOSE ONLY (1X)		SFSN	STANDARD FLOOR STRUCTURE	
IM	INT MIRROR 6X16 IN		SLND-D	ELEC SYS W/RELAY 80A	
ISF	INT FRONT SKINS STD		SRT2	SPEAKERS (2) IN CEILING	
ISRR	INT FINITION RR STD		SV1	STATIC ROOF VENT	
ITC	INTERIOR ROOF SKINS		TWD	KIT REFLEC (3)	
ITST	INTERIOR FINISH STANDARD		V20	SHUT-OFF VALVE UNDER BODY(AUX HEAT)	
LAH	DOME LIGHTS		WHT	WHEEL WELL TRIM BLACK	
LBU-L	BACK-UP LIGHTS LED		WRG	2 BACK WINDOWS LIGHT TINT (62%)	
LCL-L	IDENTIF.& CLEARANCE LIGHTS LED		WSS5N	WIRING SYSTEM STANDARD	





Quote #: 034918 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 25 psg NJPA transit

Body - Requirements

	Option	Description	Price	Option	Description	Price
	DMW-D	DECAL -SCHOOL BUS- DELETE (MATRIX)	1.00	MFSAB	VEHICLE CERTIFIED MFSAB	
2	DPU-W-3M	DECAL+TAPE P/O US WHITE 3M	70.00	MUD	MUD FLAPS	51.00
2	DPU-Y-3M	DECAL+TAPE P/O US YELLOW 3M	72.00	RFCF-M	FRONT CAP MFSAB	55.00
	EX2	EXTINGUISHER 5 LBS	60.00	RFCR-M	REAR CAP MFSAB/MPV	35.00
	FAK	FIRST AID KIT FEDERAL SPEC U.S	74.00	8WS-D	8 WAYS STANDARD DELETE	136.00~
	JTS-3	JOINT STRENGTH ALUM. FLR C/FMVSS221				

Body - Options

	Option	Description	Price		Option	Description	Price
	AA-40TC	A/C ACC 40K+OEM EVA/RR W/COND	2,938.00		PEW	PAINT EXTERIOR OXFORD WHITE	35.00
	BFK	BODY FLUID KIT FEDERAL	39.00		RFT-W-3M	REFLEC TAPE EMER/D WHITE 3M	8.00
	BH30RAA000	HSM BAR 30 RH HB GREY FB WO/COR	215.00		RMW-PAS	RADIO AM/FM/CD/USB MB WITH PA	375.00
	BH39LAA000	HSM BAR 39" LH HB GREY FB.WO/COR	248.00		RRD	RUB RAIL BLACK DELETE	185.00-
	BUA	BACKING SAFETY HORN SAE 97DBA	60.00		RRW	RUB RAIL WINDOW LEVEL	124.00
	BU1-S	BUMPER REAR - STEEL 3/16	10.00	5	SBK2	SEAT BELT KIT FOR (2) PASSENGERS	150.00
	BWD	BLACK AROUND WARNING LAMPS DELETE	48.00-	5	SBK3	SEAT BELT KIT FOR (3) PASSENGERS	220.00
	CAE-8M	CROSSING ARM ELEC SMI W/MFSAB	514.00	5	SH30RAA020	HSM STD 30 RH HB GRY FB WO/C	1,340.00
	FBSW-39Z	SMOOTH BLK FLR WHT/N W/39 SEAT ZEN	4.00	5	SH39LAA020	HSM STD 39 LH HB GRY FB WO/C	1,495.00
	HDA	HEATER REAR 42000BTU	83.00		SZZ	DELETE ELECTRIC STOP ARM	348.00-
	LAC-L	DOME LIGHT LED ABOVE DRIVER	78.00		UC2	UNDERCOATING BODY AND CHASSIS	54.00
	LAH-2	DOME LIGHTS EXTRA	83.00		WBJ	WIN S/S TINT 62% W/2 P/O	131.00
5	LEGS-S	LEG CEW			WPO-D	8 WAY WIRING POWER DELETE	
5	LEGS-SOR	LEG CEW RH OFFSET			WSQ-D	SEQUENTIAL WIRING (8WAY) DELETE	164.00-
	Ll1-7L	WHITE STROBE LED LIGHT ON BATTERY	238.00				





Quote #: 034918 00

Quoted by: ZACHARIE SAUVE BLANCHARD BUS CENTERS WEST COLUMBIA, , SC, 29172

Quoted to: 25 psg NJPA transit

CHASSIS

Option	Description Price	Option	Description	Price
ABS	4 WHEEL DISC ANTI-LOCK BRAK (ABS)	425	50 STATE EMISSIONS SYSTEM	
B4A	NET INVOICE FLEET OPTION 7.00	43Q	SEPARATE STOP TURN TAIL LAMP	
DRW	DUAL REAR WHEELS	446	ELEC 6 SPD TRANSMI W/COOLER	
GAZ	FUEL CHARGE 6 US GALLON 25.00	47Q	MFSAB PACKAGE	207.00
HDN	HORN DUAL NOTE	516	SPARE TIRE & WHEEL NOT INCLUDED	
K	VINYL BUCKET SEAT	54X	EXTERIOR MIRROR DELETE	
MFSAB DISC	MFSAB DISCOUNT 2,760.00-	57B	FRONT A/C	
SDAAQ	SPECIAL DEALER ACCOUNT ADJ MFSAB 1,109.00-	58T	RADIO PREP PACKAGE	
SFACQ	SPECIAL FLEET ACCOUNT CREDIT MFSAB 762.00-	60X	DOOR RIGHT HAND NOT INCLUDED	
S8P	T350 156 DRW 10 360 GVWR	62C	AUXILIARY HEATER /AC PREP PACK	92.00
TB8	195/75R16 BSW ALL-SEASON (DRW)	625MT	FUEL TANK CAPLESS MIDSHIP 25 US	
TC-T	TRANSIT TRANSPORATION CHARGES 1,395.00	63C	ALT 220 AMP GAS/ 210 AMP	
VK	PEWTER VINYL TRIM	63E	DUAL HEAVY DUTY BATTERY W/47C/47ST	
X41	REAR AXLE RATIO 4.10 STAND GAS 3.7L	7275	REAR GAWR 7275 LBS	
YZ	EXTERIOR-OXFORD WHITE	76XT	BLACK BUMPER	
153	LICENSE PLATE BRACKET	87C	ROOF LINE CONVERSION	
20E	GROSS VEHICLE WEIGHT RATING 10 360	87E	AUXILIARY FUSE BOX	
21J	VINYL DRIVER SEAT ONLY W/ ARMREST	99M	3.7L GAS V-6	
4130	FRONT GAWR 4130 LBS			

Deleted Specs.

Option	Description	Price	Option	Description	Price
SBM1	STOP ARM BMR STOP INCANDESCENT				





PALMETTO BUS SALES WEST COLUMBIA, SC 1-800-783-7613

WWW.PALMETTOBUSSALES.COM

STATE OF SOUTH CAROLINA TYPE A-1 "JACOB'S LAW" MINI BUS

** STATE CONTRACT #4400015366 **
CONTRACT VALID 2/22/17 THRU 2/21/18
STARCRAFT "QUEST" BUS BODY --- CHEVY CHASSIS



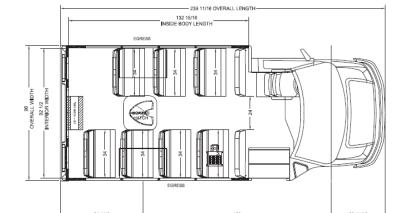


"S.C. TYPE A-1 JACOB'S LAW COMPLIANT BUSES" Contract # 4400015366
CHEVY EXPRESS 3500 CHASSIS
STARCRAFT "QUEST" BUS BODY

OUEST A SECTION 40050 CVAND 4 OL CAS	1		1	I	-
QUEST 4 SECTION 10050 GVWR 4.8L GAS 139"WB	ST	6999	S	С	1
RUB RAILS	3				
APPLIED RUB RAIL - FLOOR LINE	05	STD			1
APPLIED RUB RAIL - SEAT HEIGHT / SEAT H		STD			1
ADDITIONAL APPLIED RUB RAIL - WINDOW LINE	05	6147	,		1
FLOORING	}				-
BLACK RIBBED RUBBER AISLE W/ SMOOTH RUBBER UNDER SEATS	05	STD			1
BLACK RIBBED ENTRY STEPS W/ WHITE STEP NOSING ON ALL STEPS	05	STD			1
30 GAUGE GALVANIZED BELLY METAL	05	6007	1		1
INTERIOR		0001			
INTERIOR CEILING PANELS PRE-PAINTED WHITE ACOUSTIC ALUMINUM - 4 SECTION	05	6012			1
GRAY VINYL DOOR HEADER AND BULKHEAD PADS	05	STD			1
DRIVER'S STORAGE IN FRONT BULKHEAD AREA WITH LOCK	05	STD			1
CHASSIS					· ·
UNDERCOATING TO OEM CHASSIS SPECIFICATIONS	05	STD			1
DUAL DRIVE SHAFT GUARDS	05	STD	1		1
FRONT AND REAR MUD FLAPS	05	STD	1		1
EXTERIOR MIR		1 0.0			· ·
REARVIEW EXTERIOR MIRRORS W/ STREET	1	STD	T T		1 1
ELECTRICA ELECTRICA		1 315			'
PRINTED CIRCUIT BOARD WITH FUSES MOUNTED IN LOCKABLE COMPARTMENT ABOVE DRIVER DOOR	05	STD	I		1
PRE-WIRED FOR STARTER INTERRUPT / VANDAL LOCK	05	STD	-		1
PRE-WIRED FOR CHILD CHECKMATE SYSTEM	05	STD	-		1
CHILD CHECKMATE WITH OPERATING INSTRUCTIONS ABOVE DRIVER	05	6025	1		1
BATTERY BOX AND TRAY (REQUIRED ON GM CHASSIS)	05	6024	1		1
RELOCATE FRAME RAIL MOUNTED BATTERY TO BATTERY BOX	05	6170	1		1
FRONT AND REAR "SCHO					'
INTEGRATED AND ILLUMINATED FRONT AND REAR SCHOOL BUS SIGNS	05	STD	T T		1
INTERIOR LIG		015			
INTERIOR LED STEP WELL LIGHTS	05	STD	I		1 1
LED INTERIOR LIGHTS	05	STD	1		1
8-WAY V	WARNING L	_			-
NON-SEQUENTIAL 8 WAY WARNING		T			1
SYSTEM - (4) HALOGEN RED LIGHTS / (4)	05	STD			1
PLASTIC HOODS ABOVE 8 WAY LIGHTS (FRONT & REAR / 8 TOTAL)	05	6041			1
EXTERIOR LIG	HTS				
LED FRONT AND REAR MARKER LIGHTS	05	STD			1
7" RED LED ROUND REAR STOP LIGHTS (2) - QUEST DRW	05	STD			1
7" AMBER ROUND LED REAR TURN LIGHTS (2) - QUEST DRW	05	STD			1
4" ROUND LED BACK-UP LIGHTS (2) - QUEST SRW & DRW	05	STD	4		1
STROBE LIGHT WITH ON / OFF SWITCH LOCATED IN SWITCH PANEL	05	6042	4		1
BRANCH GUARD FOR STROBE LIGHT	05	6190	4		1
LED SIDE MOUNTED MIDSHIP TURN AND MARKER LIGHTS		STD			1
FRONT BULKHEAD MOUNTED	1	1			1
TRANS/AIR FM452 TIE-IN 45K BTU FRONT BULKHEAD MOUNTED	05	STD			1
REAR HEATI	1				
35,000 BTU FLOOR MOUNTED HEATER W/ (1) HEATER SHUT OFF VALVE	05	STD			1
C.E. WHITE SCHOOL BUS SE	ATS - 42 oz	. VINYL			
DRIVERS SIDE 34" WIDE SCHOOL BUS SEAT - 42 oz. VINYL	05	6058	4		3
PASSENGER SIDE 34" WIDE SCHOOL BUS SEAT - 42 oz. VINYL	05	6065			4
C.E. WHITE BARRIERS (MUST CHOOSE 2 - REF	ER TO FLOO	OR PLAN) - 4	12 oz. VINYL		
34" WIDE SCHOOL BUS BARRIER - 42 oz. VINYL	05	6088	1		1
		0000	<u> </u>		
BARRIER KICK P		0000			
BARRIER KICK P CURBSIDE KICK PANEL BELOW BARRIER		STD			1

SEAT BELTS - E	ACH			
NON-RETRACTABLE SEAT BELTS	05	STD	14	ļ.
EXTERIOR SAF	ETY			
BACK-UP ALARM 97 DB	05	STD	1	
STOP ARM				
SPECIALTY STOP ARM - MODEL 6000 W/ PRISMATIC GRADE BLADE & FLASHING INCANDESCENT LIGHTS	05	STD	1	
STOP ARM LOCATED STREET SIDE FRONT OF BUS	05	STD	1	
CROSSING AF	RM			
CROSSING ARM - SPECIALTY 78600 ARM POLY ROD W/ MAGNET AND BRACKET	05	6096	1	•
INTERIOR SAFE	TY			
16 UNIT FIRST AID KIT	05	STD	1	
BODILY FLUIDS KIT	05	STD	1	
EMERGENCY TRIANGLE KIT W/ RED STORAGE BOX	05	STD	1	
SEAT BELT CUTTER	05	STD	1	
UPGRADE TO 5 LB. FIRE EXTINGUISHER	05	6092	1	
INTERIOR MIRROR 6" X 16"	05	STD	1	
DOORS				
GLASS DOOR A IAR BLIZZER RED	05	STD	1	•
(2) WINDOWS EACH SIDE OF REAR EXIT DOOR	05	STD	1	
MANUAL BI-FOLD ENTRY DOOR	05	6306	1	
ENTRY DOOR HANI	RAILS			
LEFT HAND MOUNTED FULL LENGTH ENTRY	05	STD	1	
WINDOWS				
TINTED SPLIT SASH PASSENGER WINDOWS WITH BLACK FRAME	05	STD	1	
EGRESS WINDOW W/ WINDOW ALARM (EACH)	05	6099	2	
DECALS				
YELLOW REFLECTIVE PRISMATIC EXTERIOR TAPE OUTLINING ALL EMERGENCY EXITS	05	STD	1	
YELLOW REFLECTIVE PRISMATIC EXTERIOR TAPE OUTLINING BELT LINE	05	STD	1	
YELLOW REFLECTIVE PRISMATIC EXTERIOR TAPE OUTLINING REAR OF BUS	05	STD	1	
DECAL "EMERGENCY DOOR" RED INTERIOR AND BLACK EXTERIOR	05	STD	1	
PAINT				
YELLOW (NSBY) PAINTED EXTERIOR WITH WHITE ROOF	05	STD	1	
PAINT RUB RAILS BLACK	05	6140	1	
WARRANTY	'			
3 YEAR / 36,000 MILE BUMPER TO BUMPER WARRANTY	05	STD	1	
5 YEAR / 60,000 MILE STRUCTURAL WARRANTY	05	STD	1	

Standard Floor Plan



ADDITIONAL OPTIONS REQUESTED

Upgrade Standard A/C System to Flush Mounted "In Wall" System		425.00
Electronically Controlled Passenger Entry Door		500.00
Upgrade to Solid Color Exterior Paint (White) in Lieu of Yellow AM/FM Radio With CD Player		1,750.00 375.00
		0.0.00
TOTAL ADDITIONS		3,050.00
EQUIPMENT DELETED FROM BASES BID:		
MFSAB Package, DELETE school bus stop arm and warning lights		-450
DELETE Front mounted child crossing gate		-150
DELETE Roof mounted strobe light		-75
TOTAL DELETES		-675
State of South Carolina Base Contract Price	\$	40,993.00
Additional Requested Equipment	\$	3,050.00
Total for Base Bus + Additional Requested Equipm	nent \$	44,043.00
Deleted Equipment	\$	(675.00)
SC State Sales Tax	\$	500.00
Final Selling Price	\$	43,868.00
We agree to purchase bus as specified & priced above:		
Signature		
Signature	Date	

MICRO BIRD® T-SERIES - MFSAB



Built to FMVSS/CMVSS School bus construction for your peace of mind















T-SERIES - SPECIFICATIONS









FEATURES

New More-View design and concept Increased driver visibility and safety Improved aesthetics

Narrow body width

Better fuel economy Less accident prone

Contemporary ergonomics & design

Maximized driver visibility

Optimised driver ergonomics Aerodynamics supports fuel efficiency

Payload efficiency

Capacity up to 25 passengers under 10,360 lbs

Power-efficient engines

Responsive power

Impressive fuel efficiency

6-speed automatic transmission

Low-end acceleration & high-end efficiency

Robot testing

Superior testing limits, precision &

durability

In-cab fuel/DEF filler

Added security

Capless filler

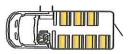
Maintenance friendly

Accessible wiring & electrical compartment Accessible engine compartment

BODY DIMENSIONS	T-SERIES T-SERIES					
Model	4N	5N	6N	6R		
Max. pass. capacity (US/Can)	19/20	20	25	17		
Number of rows	4	5	5	5		
Exterior length overall	233"	253"	274"	274"		
Exterior width overall	86"	86"	86"	86"		
Exterior height overall	100"/106"	100"/106"	106"	106"		
Interior floor length	131"	156"	176"	176"		
Interior width at hip	82"	82"	82"	82"		
Interior height at center line	66"/74"	66"/74"	74"	74"		
Entrance door	24" x 70"/24" x 77"	24" x 70"/24" x 77"	24" x 77"	24" x 77"		
Rear bumper	3/16" x 8" with 12" wrap around					

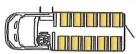
CHASSIS	FORD TRANSIT				
Model	4N 5N 6N 6R				
Wheelbase	138" SRW 156" SRW / DRW				
Engine	3.7 L gas / 3.2 L diesel				
Transmission	6-Speed Automatic Overdrive with SelectShift®				
GVWR	9,000 lbs 9,500 lbs (SRW) / 10,360 lbs (DRW)				
Fuel tank	25 gallons				
Brakes	4-wheel anti-lock disc brakes				
Tires	235/65R16 (SRW) / 195/75R16 (DRW)				
Alternator	220 amp (gas) / 210 amp (diesel)				
Battery	Dual heavy-duty batteries, 760 CCA each				

SEAT PLANS

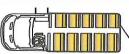




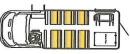




20 pass.



25 pass.



Specifications shown in this brochure were in effect at time of printing. In keeping with its policy of continual improvement, Micro Bird, Inc. reserves the right to change specifications without notice and without incurring obligations. Certain product designs and features shown in this brochure are patent pending.

AM-T 0615













Vendor	Contract	Description	Quote #	Total Cost
Blanchard Bus Centers	NJPA	25-PAX 2018 Ford 800NF Transit MB-II Activity Bus	034918	\$ 52,324.00
Blanchard Bus Centers	NJPA	20-PAX 2018 Ford 800NF Transit MB-II Activity Bus	034919	\$ 51,208.00
Palmetto Bus Sales	State	14-PAX Chevy Express 3500/ Starcraft Quest Activity Bus	n/a	\$ 43,868.00

BUDGET: \$ 53,620.00

Run Date: 8/11/20179:53 AM

GEORGETOWN COUNTY SOUTH CAROLINA

TO:

KYLE PRUFER

FROM:

BETH GOODALE B. Sodale

SUBJECT: CERP RECREATION BUS REPLACEMENT

CC:

LOREN WALLACE

DATE:

8/10/2017

Staff reviewed quote #034918 for replacement of Recreation Department 24 passenger bus and recommend replacement with 25-PAX 2018 Ford NF Transit Bus via NJPA contracted pricing at a total cost of \$52,324.

This replacement is budgeted within the CERP.

Item Number: 9.a

Meeting Date: 8/22/2017

Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2017-11 - Recognizing Suzi Roberts, 2017 Miss South Carolina

CURRENT STATUS:

The Miss South Carolina competition is a pageant that selects the representative for the state of South Carolina in the Miss America pageant. The pageant was first held in Myrtle Beach starting in 1958, and later moved to Greenville, SC. The organization moved the pageant to Columbia, SC in 2011.

POINTS TO CONSIDER:

Suzi Roberts, a native of Georgetown County (Pawleys Island), was crowned Miss South Carolina 2017 on June 24, 2017 in Columbia, South Carolina. She will compete for the title of Miss America 2018 on September 10, 2017 in Atlantic City, New Jersey.

The Miss America competition is a scholarship pageant that is held annually and is open to women from the United States between the ages of 17 and 24. Miss America travels about 20,000 miles a month, changing her location every 24 to 48 hours, touring the nation and promoting her particular platform of interest.

FINANCIAL IMPACT:

n/a

OPTIONS:

- 1. Adopt Proclamation No. 2017-11.
- 2. Do not adopt Proclamation No. 2017-11.

STAFF RECOMMENDATIONS:

Adopt Proclamation No. 2017-11.

ATTACHMENTS:

Description Type

Proclamation No 2017-11 Resolution Letter



STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN	Honoring Suzi Roberts2017 Miss South Carolina
Officeas, Suzi Roberts was crown Carolina; and	ned Miss South Carolina on June 24, 2017 in Columbia, South
Othereas, Miss Roberts is the dau Pawleys Island she is the first Miss South C	ghter of Mariah Johnson and Gary Roberts, and as a native of Carolina from our area; and
and support of community service and ed	Scholarship Organization aims to advance the creation, promotion ducational opportunities for young women in the State of South to express their opinions, talent and intelligence; and
	verse duties as Miss South Carolina and numerous opportunities to ng women as she travels representing the Palmetto State; and
	strated extraordinary leadership, academic accomplishments and well qualified to represent South Carolina as she competes for the Jersey on September 10, 2017; and
Whereas, Georgetown County takes	s pride in recognizing the accomplishments of our citizens;
Now, Therefore, Be it Proclaimed,	Georgetown County Council does hereby commend
	Suzi Roberts
for being selected Miss South Carolina an South Carolina 2017, and in <i>all</i> of her future	nd extends congratulations and best wishes for her reign as Miss e endeavors.
So Shall it Be , this 22nd day of A	ugust, 2017.
	ohnny Morant, Chairman eorgetown County Council
ATTEST:	
Theresa E. Floyd, Clerk to Council	

Item Number: 9.b

Meeting Date: 8/22/2017

Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2017-12 - In Recognition of the Lions Club International Centennial Celebration

CURRENT STATUS:

In 1917 a 38-year-old Chicago business leader, Melvin Jones, told members of his local business club they should reach beyond business issues and address the betterment of their communities and the world. After contacting similar groups around the United States, an organizational meeting was held. The new group took the name "Association of Lions Clubs," and a national convention was held in Dallas, Texas, in October of that year.

Within three years, Lions became an international organization. Today Lions Clubs International remains a well-run organization with a steady vision, a clear mission, and a long, and proud history.

POINTS TO CONSIDER:

Lions Clubs International extends its mission of service every day in local communities, as well as all corners of the globe. The Lions Clubs International network has grown to include 1.4 million members, and over 46,000 clubs in over 200 countries and geographic areas.

The needs are great and Lions Clubs provide broad services including sight, health, youth, elderly, the environment and disaster relief.

Lions Clubs International's purpose includes the creation and fostering of a spirit of understanding among the peoples of the world; promoting the principles of good government and good citizenship; taking an active interest in the civic, cultural, social and moral welfare of their local communities; providing a forum for the open discussion of all matters of public interest; encouraging service-minded people to serve their community without personal financial reward, and to encourage efficiency and promote high ethical standards in commerce, industry, professions, public works and private endeavors.

As Lions Club International Celebrates 100 years of humanitarian service, Georgetown County recognizes with appreciation our local Lions Clubs and the volunteers who dedicate time for the betterment our community.

FINANCIAL IMPACT:

n/a

OPTIONS:

- 1. Adopt Proclamation No. 2017-12.
- 2. Do not adopt Proclamation No. 2017-12.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 2017-12 in recognition of Lions Club

International's Centennial Celebration.

ATTACHMENTS:

Description Type

Proclamation No 2017-12 Lions Clubs
 Resolution Letter

Proclamation

State of South Carolina)
County of Georgetown County of Georgetown County of Georgetown
WHEREAS, Lions Clubs International, is the world's largest service club organization with 1.4 million members in 46,000 clubs in more than 200 countries and geographical areas; and
WHEREAS, Lions Clubs International was founded in 1917 and is celebrating 100 years of humanitarian service; and
WHEREAS, Lions Clubs are comprised of volunteers who dedicate their time to improving lives, solving problems, and strengthen our communities by aiding those in need; and
NOW THEREFORE, Georgetown County Council, in recognition of this important event, does hereby join our local Lions Clubs in commemorating the "Lions Clubs International Centennial Celebration", and expresses sincere appreciation to the members of the local <i>Lions Clubs</i> who volunteer their time for the betterment of our local community.
SO SHALL IT BE, this 22 nd Day of August, 2017.
Johnny Morant, Chairman
ATTEST:
Theresa E. Floyd, Clerk to Council

Item Number: 9.c

Meeting Date: 8/22/2017

Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2017-13 - To Proclaim the Week of September 17-23, 2017 as "Constitution

Week" in Georgetown County

CURRENT STATUS:

Pending adoption

POINTS TO CONSIDER:

The United States Constitution, signed on September 17, 1787, enshrined the foundation of justice, equality, dignity, and fairness, and became the cornerstone of the world's oldest constitutional democracy.

For more than two centuries, our founding charter has guided our progress and defined us as a people. It reflects the values we cherish as a people and the ideals we strive for in a society.

In remembrance of the signing of the Constitution, and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, US Congress by joint resolution of August 2, 1956, requested that the President proclaim the week of September 17 of each year as "Constitution Week".

In recognition and acknowledgement of National Constitution Week, Proclamation No. 2017-13 proclaims September 17-23, 2017 as "Constitution Week" in Georgetown County.

OPTIONS:

- 1. Adopt Proclamation No. 2017-13.
- 2. Do not adopt Proclamation No. 2017-13.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Proclamation No. 2017-13 proclaiming the week of September 17 – 23, 2017 as "Constitution Week" in Georgetown County.

ATTACHMENTS:

Description Type

Proclamation No. 2017-13 To Proclaim Constitution Week

Resolution Letter

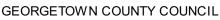
Proclamation

State of South Carolina)
County of Georgetown)
WHEREAS , September 17, 2017, marks the two hundred and thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and
WHEREAS , it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and
WHEREAS , it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and
WHEREAS , public law 915 guarantees the issuance of a proclamation each year by the President of the United States of America designating the week of September 17 th as "Constitution Week";
NOW, THEREFORE, GEORGETOWN COUNTY COUNCIL does hereby proclaim the week of September 17 – 23, 2017, as
Constitution Week
in Georgetown County, and does hereby call this observance to the attention of all our citizens, asking them to reaffirm the ideals the Framers of the Constitution had in 1787.
SO SHALL IT BE, in a meeting duly assembled, this 22 nd Day of August, 2017.
Johnny Morant, Chairman
ATTEST:
Theresa E. Floyd, Clerk to Council

Item Number: 11.a Meeting Date: 8/22/2017

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM





DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-18 - To amend the Turkey Creek Planned Development (PD) to allow for 174 townhome units, 180 "in common" single family units and 179 "fee simple" parcels.

A request from James M. Wooten of DDC Engineers, Inc., as agent for Turkey Creek Development, LLC to amend the Turkey Creek Planned Development (PD) to allow for 174 Townhome units, 180 "in common" Single Family units and 179 "fee simple" parcels. The property is located on the corner of Sunfish Street and Pennyroyal Road in Georgetown. TMS #'s 01-0437-011-00-00, 01-0437A-173-00-00 and 01-0437A-175-00-00. Case Number AMPD 6-17-18445.

CURRENT STATUS:

On September 25, 2007 Council approved Ordinance #2007-62 rezoning this tract from Forest and Agriculture (FA) to the Turkey Creek Planned Development for 356 single family parcels. Phase 1 of the development was partially constructed with some roads pushed in and a stormwater pond created. The development was not completed. Phase 1 was subdivided and recorded.

POINTS TO CONSIDER:

- 1. The property is bordered by Pennyroyal Road to the south, Sunfish Street to the west and the marsh of Turkey Creek to the east. Surrounding property is zoned FA to the east, HI and R-10 to the south and the Harmony Planned Development is located across Turkey Creek from the tract. Adjacent uses include a wholesale nursery, a cemetery, single family homes and a steam plant.
- 2. The previous plan was for a single-use PD. Based on a past state Supreme Court decision, the Zoning Ordinance no longer allows for single-use Planned Developments. The existing PD is grandfathered in. The proposed amendment is for a multi-use PD with "fee-simple" units intended for campers and recreational vehicles, single family "in-common" units and townhome units. The narrative defines the development as a "transient resort for campers and the like." The project will be constructed in multiple phases as market conditions warrant.
- 3. The proposed plan indicates five access points. Two are positioned on Pennyroyal Road. The western most access is already in place. Three access points are proposed along Sunfish Street for the "in-common" units. This is no vehicular connection between the "in-common" section and the other sections, but a pedestrian connection will be provided. The project will not be gated.
- 4. The net density of the proposed project is 3.25 units per acre and the gross density is 2.29 units per site acre. This is an increase of .35 units per acre over the previous approval. The site contains 54.40 acres of wetlands. A number of ponds are located throughout the development for both stormwater management and to be used as amenities.
- 5. The plan provides for three development types 174 single family "in-common" townhome units, 180 single family "in-common" units and 179 single family "fee-simple" lots for a total of 533 units.

The "in-common" townhomes units are located in the eastern portion of the tract along the wetland/marsh

of Turkey Creek. No more than 6 units will be attached in each building. The townhomes will be a mix of 2, 3 and 4 bedroom units. The plan indicates a building separation of 20 feet for these units. This area contains a 22' private drive for access and associated parking (two per unit). Several amenity areas are shown for this section. Specific uses for the amenities are not shown on the plan, but the attached narrative indicates the use of pools, walking trails, and viewing areas. This area includes a boat ramp with associated pervious parking (the previous plan included up to 42 private docks and a marina). An open boat storage area will also be located in this section.

The single family "in-common" units are located on the western portion of the tract. These units will all be accessed via Sunfish Street, a SCDOT right of way. The units are grouped together in sections of 12. The sections are connected with a 22' private drive and located around a cul de sac. The plan indicates a 20' building separation. Units range in size from 2,000 square feet to 3,000 square feet. Numerous ponds are shown throughout this section. Two amenity areas are also shown. A sidewalk/walking path will interconnect this section with both the camper section and the townhomes/boat ramp area.

The single family "fee simple" lots are shown in the center of the development. They are accessed off both Pennyroyal entrances. Lots range in size from 3,000 square feet to 4,500 square feet. These lots are restricted to "campers, recreational vehicles, etc." and permanent dwellings will not be permitted. Setbacks for these lots are proposed at 5' front, 5' rear and 5' side with a maximum height of 35' and a maximum building coverage of 75%. Minimum lot width is 30'. Lots are accessed from a 50' private right of way which will also contain a sidewalk. A vehicular connection is shown to both the townhome area and the boat ramp. This section also contains a management office which will include hospitality services.

Accessory structures are also addressed in the narrative. These structures will only be permitted for the "fee-simple" lots and must meet a 5' side yard setback. They will not be allowed in front yards.

- 6. The applicant proposes a 25' exterior PD buffer and a 25' wetlands buffer. No wetlands fill is proposed for this development. The plan indicates a landscape berm to be located along Pennyroyal Road to buffer the rear/sides of the camper/RV lots.
- 7. Stormwater for the site will be controlled via a system of swales and pipes connected to proposed ponds and existing water features.
- 8. The site is located in Flood Zone X but some portions along Turkey Creek are in the X-500 and the AE-9 zone.
- 9. The applicant met with the Utilities Coordinating Committee on June 28th. No outstanding utility issues were discussed.
- 10. A traffic impact analysis for the previous project was submitted in October of 2007. The annual daily trips for the proposed 356 single family unit development was 3,344. A left hand turn lane was installed along Pennyroyal Road for the main entrance based on the findings of that study. The applicant's traffic consultant prepared a trip generation estimate to allow comparison between the previous approval and the proposed development.

	UNITS	ADT	AM PEAK	PM PEAK
Approved	356 single family units	3,344	259	336
Proposed	180 single family units174 townhome units179 campground spaces	NA (No daily trip generation exists for campgrounds)	248	310

Unfortunately we cannot make a direct comparison of ADT's. Due to the length of time that has passed since the previous study, the amount of changes to surrounding projects and the changes to the access points under the new proposal, an updated traffic report is needed.

- 11. Signage will meet the requirements of the County Zoning Ordinance.
- 12. Since the site was formerly a timber tract, the applicant indicates that there are no significant trees on site.
- 13. The Future Land Use Map for this area indicates Medium Density. The net density for the proposed project meets this designation.
- 14. Staff recommended approval for this request conditional on the following:
 - Approval of the GCWSD, SCDOT, OCRM, Stormwater and the County Fire Department
 - Acceptance and approval of a revised traffic impact analysis or executive summary.
 - Any structure proposed for the single family unattached "in common" units will be located within the building pads as shown. Steps may encroach up to five feet within the 20 foot separation requirement.
 - The landscape berm along Pennyroyal Road will be a Level 2 based on Article XII of the Zoning Ordinance.
 - In order to prevent permanent long-term habitation, the removal of wheels and placement on a foundation is prohibited for any camper or recreational vehicle within the development. No mobile home that meets the HUD mobile home standards shall be permitted in this section.
 - Approval by staff of a recombination plat combining the lots from Phase 1 of the previously approved plan.
 - All rights of way and private drives shall be named for 911 purposes.
- 15. The Planning Commission held a public hearing on this issue at their July 20th meeting. Several residents spoke against the project, primarily based on traffic issues. Residents on Sunfish Road noted that it was difficult to exit this road under current conditions. It was stated that traffic is mainly a problem during shift changes at the power plant.
- 16. The Commission voted 4 to 3 to recommend approving the PD amendment with staff's conditions except that a traffic "executive summary" be replaced with a full traffic study utilizing current traffic counts.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

- 1. Approve as recommended by PC
- 2. Deny request
- 3. Approve an amended request
- 4. Defer action
- 5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

. . .

ATTACHMENTS:

Description
Type

Ordinance No 2017-18 Amendment to Turkey Creek Planned Development
Turkey Creek Attachments
Backup Material

STATE (OF SOUTH CAROLINA) ORDINANCE NO. 2017-18
COUNTY	Y OF GEORGETOWN)
DEVEL FAMIL	N ORDINANCE TO AMEND THE TURKEY CREEK PLANNED OPMENT TO ALLOW FOR A MIX OF TOWNHOME UNITS, SINGLE Y IN COMMON UNITS AND "FEE-SIMPLE" LOTS FOR CAMPSITES
GEORGI ASSEMB AMENDI THE AT	E IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF ETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL BLED THAT THE TURKEY CREEK PLANNED DEVELOPMENT BE ED AS SHOWN ON THE CONCEPTUAL PLAN DATED 7/11/17 AND STACHED NARRATIVE DATED 7/12/17 ALSO INCLUDING THE WING CONDITIONS AND ELABORATIONS:
1.	Approval of the GCWSD, SCDOT, OCRM, Stormwater and the County Fire
2.	Department Acceptance and approval of a full traffic study utilizing current traffic counts.
3.	Any structure proposed for the single family unattached "in common" units will be located within the building pads as shown. Steps may encroach up to
4.	five feet within the 20 foot separation requirement. The landscape berm along Pennyroyal Road will be a Level 2 based on Article XII of the Zoning Ordinance.
5.	In order to prevent permanent long-term habitation, the removal of wheels and placement on a foundation is prohibited for any camper or recreational vehicle within the development. No mobile home that meets the HUD mobile home standards shall be permitted in this section.
6. 7.	Approval by staff of a recombination plat combining the lots from Phase 1 of the previously approved plan. All rights of way and private drives shall be named for 0.11 purposes.
7.	All rights of way and private drives shall be named for 911 purposes.
DONE, RA 2017.	ATIFIED AND ADOPTED THIS DAY OF,
	(SEAL)
	Johnny Morant Chairman, Georgetown Council
ATTEST:	
Theresa Flo	

This Ordinance, No. 2017-18, has be form and legality.	een reviewed by me and is hereby approved as to
	Wesley P. Bryant
	Georgetown County Attorney
First Reading:	
Second Reading:	
Third Reading:	



129 Screven St. Suite 222 Post Office Drawer 421270 Georgetown, S. C. 29440 Phone: 843-545-3158

Fax: 843-545-3299

APPLICATION FOR REZONING TO A PLANNED DEVELOPMENT

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Name of Proposed Development: Turkey Creek Resort

Check one:

- () Industrial PD, ten (10) acre minimum.
- (X) Medical Center, shopping center, commercial, residential, and mixed use developments, two (2) acre minimum.

Conceptual Plan requirements include the following:

Please submit 12 copies (7 large: 24 x 26 and 5 small: 11 x 17).

- Scaled Site Plan:
 - Location map, owners names, location of structures, types of uses, total acreage, lot sizes, traffic patterns, screening and buffering borders, building heights, density, layout of sidewalks and parking areas, open spaces labeled and title block.
- Environmental Plan:
 Contours drainage plan flood prone
 - Contours, drainage plan, flood prone areas, marsh area or wetlands and any other principle geographic features.
- Water and Sewer Plan: Shall meet the requirements of the Georgetown County Water and Sewer District extension policy.
- Utilities Plan:

Layout and easements for other utilities.

• Type of development with text describing the requirements and amenities proposed.

Upon approval of the conceptual plan by County Council, the zoning map will be changed accordingly.

Final Plan requirements include the following:

- Scaled Detailed Site Plan:
 Includes everything submitted on the concept plan plus phase of development with timetable, ingress and egress lanes, setbacks, lot sizes, street names, type of pavement, exact dimensions of structures, public access and open space, density, final layout of sidewalks and pathways and title block.
- Environmental Plan: Includes everything submitted on the concept plan plus dumpster location and erosion control methods.
- Water and Sewer Plan: Includes everything submitted on the concept plan plus the sign-off on the plans.
- Utilities Plan: Includes everything submitted on the concept plan.
- Exterior Appearance: Need to submit elevations of the proposed buildings.
- Soil, trees, and other information required by staff.

Property Information:

TMS Number:	(see attached Subdivision Plat)
Street Address:	Pennyroyal Rd & Sunfish St
City / State / Zip Code: _	Georgetown, South Carolina
Lot / Block / Number:	
Current Zoning Classific	ation:residential PD
Existing Use:	undeveloped
Proposed Use:	residential PD
Number of Acres: 232	2.76 acresNet Density_ 545 units / 178.36 acres = 3.06 units / acre

Property Owner of Record: Turkey Creek Development, LLC PO Box 4567 Address: Pawleys Island, SC 29585 City/ State/ Zip Code: (843)-240-4774 Telephone/Fax: jasonluquire@gmail.com E-Mail: Signature of Owner / Date: Phone (843)-240-4774 Jason Luquire Contact Information: Name: I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property. Agent of Owner: James M Wooten, PE (DDC Engineers, Inc) 1298 Professional Drive Address: Myrtle Beach, SC 29577 City / State / Zip Code: (843)-692-3200 / (843)-692-3210 Telephone/Fax: imw@ddcinc.com E-Mail: Signature of Agent/ Date: Signature of Owner /Date: Contact Information: James M Wooten, PE (DDC Engineers, Inc) Name: 1298 Professional Drive Myrtle Beach, SC 29577 Address:

(843)-692-3200 / jmw@ddcinc.com

Fee Schedule: Planned Developments.

Phone / E-mail:

Residential \$1,000.00 + \$10.00/acre over req. min. 2

acres

Industrial \$1,000.00 + \$25.00/acre over req. min. 10

acres

Commercial \$1,000.00 + \$25.00/acre over req. min. 2

acres

Mixed Use \$1,000.00 + \$10.00/acre Residential &

\$25.00/acre Commercial

Major Changes \$250.00 + \$25.00/acre Commercial &

\$10.00/acre Residential

Minor Change \$100.00

Adjacent Property Owners Information required:

- 1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within Four Hundred Feet (400) of the subject property. The following return address must appear on the envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."
- 2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St, Suite 222 Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

PROJECT DENSITY

SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS 48 - 3,000 SF UNITS 84 - 2,500 SF UNITS 174 UNITS

SINGLE-FAMILY "IN-COMMON" UNITS 48 - 3,000 SF UNITS 84 - 2,000 SF UNITS 180 UNITS

SINGLE-FAMILY "FEE-SIMPLE" UNITS 94 - 4,500 SF UNITS 86 - 3,000 SF UNITS 179 UNITS

174 - BINGLE-FAMILY 'IN-COMMON' TOWNOME UNITS 180 - SINGLE-FAMILY 'IN-COMMON' UNITS 179 - BINGLE-FAMILY 'FEE SIMPLE' UNITS 533 TOTAL UNITS

SITE DATA

ZONING:

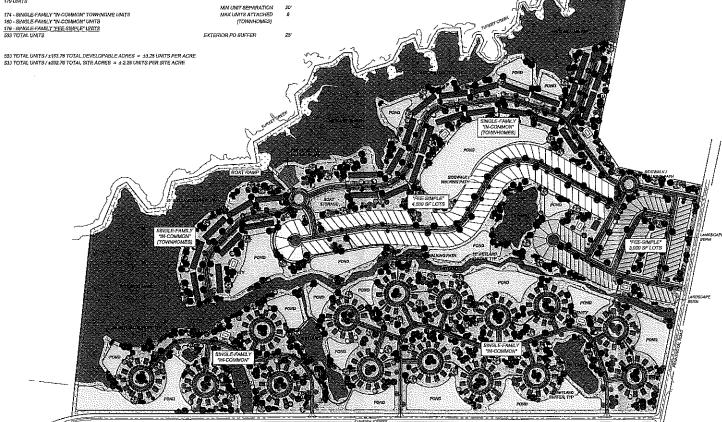
PD

TOTAL UPLAND: TOTAL WETLAND: TOTAL SITE: ±178.36 ACRES ±54.40 ACRES ±232.76 ACRES

MINIMUM SETBACKS:

SINGLE-FAMILY TEE-SIMPLE

SIDE REAR SINGLE-FAMILY "IN-COMMON"





TURKEY CREEK RESORT GEORGETOWN COUNTY, SOUTH CAROLINA

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PROJECT: DATE: REVISION:

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LOCATION MAP

PROJECT DENSITY

SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS

48 - 3,000 SF UNITS 84 - 2,500 SF UNITS

42 - 2,000 SF UNITS 174 UNITS

SINGLE-FAMILY "IN-COMMON" UNITS

48 - 3,000 SF UNITS 84 - 2,500 SF UNITS

48 - 2,000 SF UNITS 180 UNITS

SINGLE-FAMILY "FEE-SIMPLE" UNITS

94 - 4,500 SF UNITS 85 - 3,000 SF UNITS

179 UNITS

174 - SINGLE-FAMILY "IN-COMMON" TOWHNOME UNITS

180 - SINGLE-FAMILY "IN-COMMON" UNITS

179 - SINGLE-FAMILY "FEE-SIMPLE" UNITS

533 TOTAL UNITS

SITE DATA

ZONING:

TOTAL UPLAND:

±178.36 ACRES TOTAL WETLAND: ±54.40 ACRES

TOTAL SITE:

±232.76 ACRES

MINIMUM SETBACKS:

SINGLE-FAMILY "FEE-SIMPLE"

FRONT SIDE



PROJECT: 17046L DATE: 6/5/2017 REVISION: 7/11/2017



PROJECT DENSITY

SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS

SITE DATA

ZONING:

TURKEY CREEK RESORT GEORGETOWN COUNTY, SOUTH CAROLINA

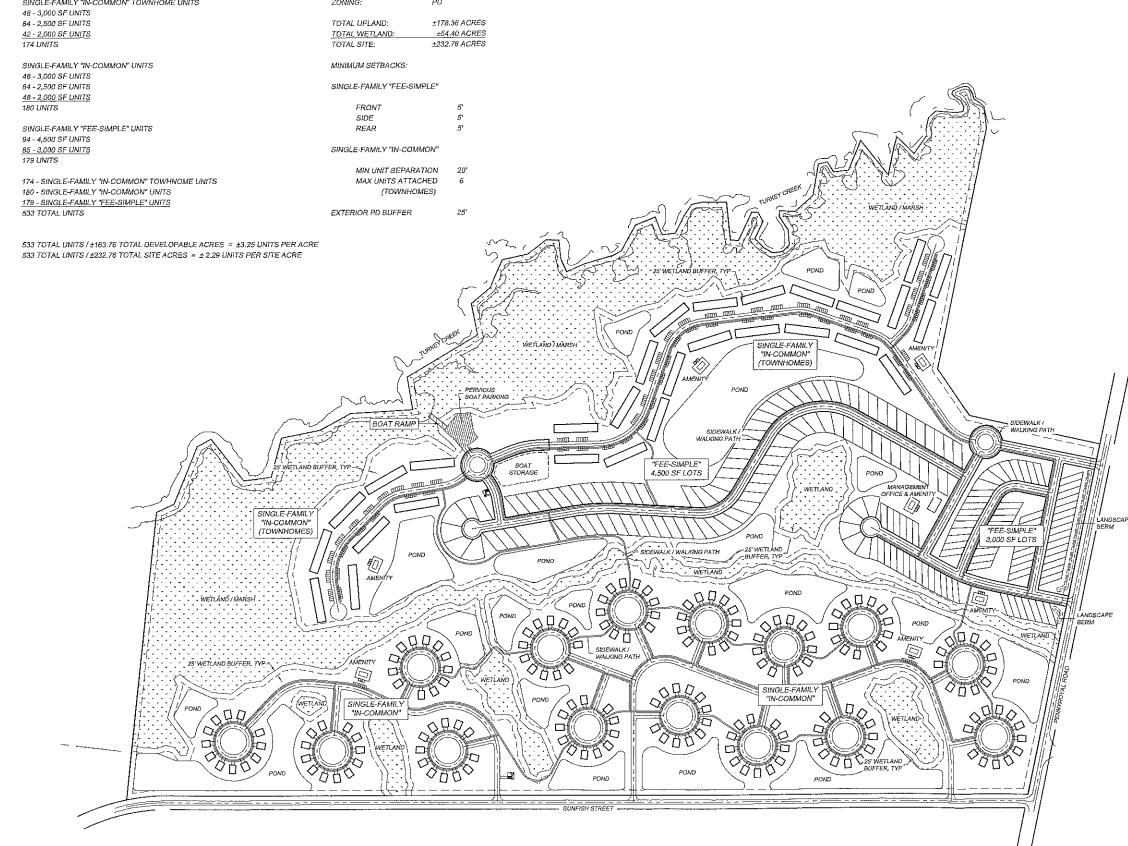
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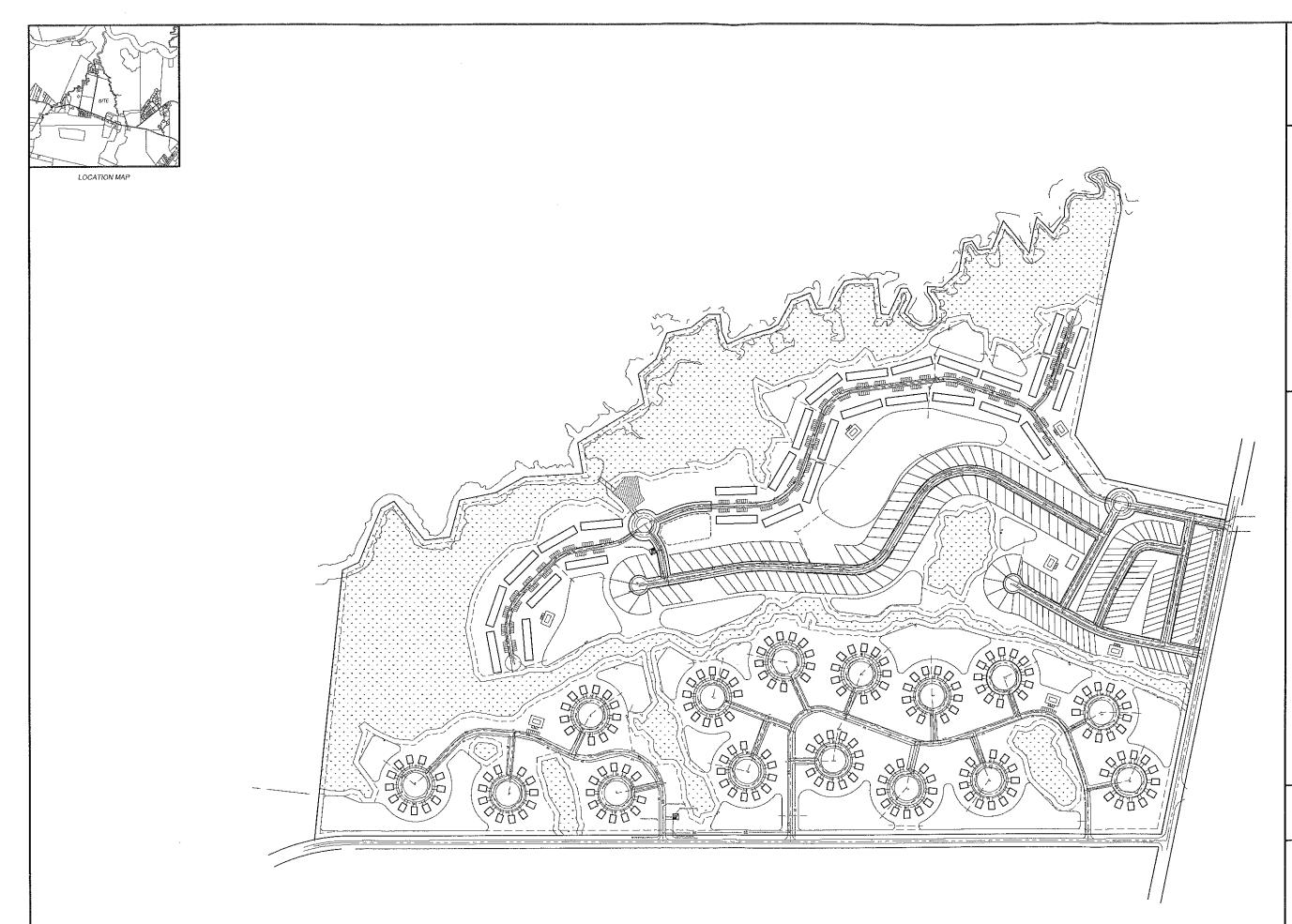
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PROJECT: DATE: REVISION:

17046L 6/5/2017 7/11/2017







PROJECT: 17046L DATE: 6/5/2017 REVISION: 7/11/2017

TURKEY CREEK RESORT

PLAN

S

UTILITIE

GEORGETOWN COUNTY, SOUTH CAROLINA

APPROVED 2007 -WETLANDS AMENITY/BOAT STORAGE
PONDS 75' X 120' - ESTATE LOT-MONUMENTATION FOR ESTATE LOTS — -75' X 120' - ESTATE LOTS MONUMENTATION FOR ---- ESTATE LOTS CRASH GATE -BOAT RAMP / COMMUNETY SLIPS / VIEWING AREA 25' WETLAND BUFFER-OVERFLOW BOAT PARKING SUNFISH STREET BUFFER 65' X 120' SINGLE-FAMILY LOTS 75' X 120' SINGLE FAMILY LOTS SUNFISH STREET BUFFER 65' X 110' SINGLE FAMILY LOTS PENNYROYAL ROAL ENTRY GATE AND MONUMENTATION -75' X 120' - SINGLE FAMILY LOTS PENNYROYAL ROAD BUFFER DRY BOAT STORAGE TENNIS COURTS-AMENITY 10.4 AC WALKING TRAILS -PENNYROYAL ROAD JUNE 19, 2007 SITE PLAN CONCEPT A TURKEY CREEK TRACT GEORGETOWN COUNTY, SC. PREPARED BY: HadenStanziale pérmity Andscape anzhibeture PREPARED FOR: JASON LUQUIRE

EXISTING. PLAT OLIVER F. COOPER

(IN FEET)

TAX PARCEL 01-0437-011-00-00 GEORGETOWN COUNTY SOUTH CAROLINA

SUBDIVISION PLAT

OF

LAND LOCATED ABOUT THREE (3) MILES SOUTHWEST OF THE CITY OF

GEORGETOWN, TO BE KNOWN AS PHASE 1 OF "RIVERHOUSE" SUBDIVISION, SURVEYED AT THE REQUEST OF RiverHouse

REFERENCES:
I. PLAT FOR GEORGETOWN VENTURE, LLC., BY RALPH E. SMITH, DATED MAY 4, 2007.

STATE TO THE BEST OF MY KNOWLEDGE INFORMATION,
T SHOWN HEREON WAS MADE IN ACCORDANCE WITH TO

SURVEYED COMPLETED: JANUARY 8, 2008 REVISED: JANUARY 23, 2008

> ENGINEERS and SURVEYORS, Inc. 116 N. JACKSON STREET KINGSTREE, S. C. 29556
> TELEPHONE (843) 353-9255 OR (843) 355-9118

TOTAL TRACT AREA: 232.76 ACRES

TOTAL WETLAND AREA: 54.40 AÇRES

SECTION 10 WETLANDS 16.73 ACRES

NON-JURISDICTIONAL WETLANDS

3,08 ACRES

SECTION 404 WETLANDS 34,59 ACRES











OWNER OF RECORD: TURKEY CREEK DEVELOPMENT, LLC ZONING CLASSIFICATION TURKEY CREEK PD (PLANNED DEVELOPMENT) BURDING SETBACKS: 25' FRONT 10' SIDES 20' REAR EXTERIOR PD BOUNDARY-25' CORNER SETBACK-18' FEAR YARD ACCESSORY STRUCTURES-3'

VICINITY MAP NOT TO SCALE COMMUNITY FACILITY (FUTURE)

WILLIAM N. KELLAHAN, JR.

SC PE RLS #5263

B-1183 J-1104-PH1

STATEMENT.

KELLAHAN & ASSOCIATES

Turkey Creek Resort Planned Development District (PD)

1. INTENT

Turkey Creek Resort is a proposed multi-use Planned Development District (PD) located at the corner of Pennyroyal Road and Sunfish Street in Georgetown County, South Carolina. The site is +-232.76 acres and will consist of 179 "fee-simple" units and 354 "in-common" units, for a total of 533 units. The PD is designed to be walkable and to take advantage of Turkey Creek as an amenity, of vast natural marsh and wetland views and of large proposed ponds.

2. PROJECT DESCRIPTION

This resort community will include homes of a Lowcountry / Charlestonian architectural vernacular and will provide home sites that are surrounded with opportunities for water access. The community will also provide a boat ramp, associated parking and boat storage areas.

This resort community will provide a sense of security and a unique living environment. All "fee-simple" lots will be accessed by 50' rights-of-way, which will include utilities, drainage, and sidewalks. Street trees and thematic lighting will also be provided throughout the community. These features will help to create an aesthetically-pleasing and unified streetscape that will encourage walkability.

Multiple access points into and out of the community will be provided via existing Pennyroyal Road and Sunfish Street. Ponds are proposed to serve as both drainage features and site amenities.

3. SITE DESCRIPTION

The site is composed of multiple parcels of land located in the Pennyroyal section of Georgetown. The existing Subdivision Plat depicts all properties that are included within this proposed PD. The site is currently undeveloped, wooded with planted pines, and owned by Turkey Creek Development, LLC and has been surveyed to be 232.76 acres.

The PD is composed of 178.36 acres of developable uplands and 54.40 acres of wetlands. The proposed plan includes +- 25 acres of proposed ponds, and +-14.6 acres of proposed roads.

4. PROPOSED USES

The property is planned as a transient resort. Single-family "fee-simple" units shall include lots designed for campers, recreational vehicles, etc. Permanent dwelling units shall not be permitted. Single-family "in-common" units shall include individual units, townhomes, etc. Permanent dwelling units shall be permitted. Along with the various dwelling types, the overall project is proposed to include pools, boat storage, and walking trails. Man-made lakes and ponds will be constructed for water views, stormwater management, and active and passive recreation.

5. PROPOSED STANDARDS

Residential uses shall adhere to the following:

SINGLE-FAMILY "FEE-SIMPLE"

Front	5′
Rear	5'
Side	5′
Exterior PD Buffer	25'

Maximum Height 35' (45' in flood zones A or V) above finished grade

Maximum Building Coverage 75%
Minimum Lot Size 3,000'
Minimum Lot Width 30'

SINGLE-FAMILY "IN-COMMON"

Minimum Unit Separation	20'
Exterior PD Buffer	25'

Maximum Height 35' (45' in flood zones A or V) above finished grade

Maximum Units Attached (Townhomes) 6

ACCESSORY STRUCTURES

Accessory structures shall include covered or uncovered, enclosed or open structures as defined by Georgetown County Code. Accessory structures may only be permitted on single-family "fee-simple" lots and with the approval of the Georgetown County and the developer. These structures (including similar features like spas, pools and storage buildings) shall be prohibited in front yard areas and shall respect the 5' side setback. Additional restrictions on accessory structures may be provided via restrictive covenants.

PARKING

Parking shall be provided for each single-family unit per requirements as defined by Georgetown County Code. These requirements may be provided thru a combination of garages, carports, driveways or paved spaces; however, spaces shall not be provided within the right-of-way of street fronting the lot.

SIGNAGE

Signage shall be provided at each entrance and throughout the development per requirements as defined by Georgetown County Code.

^{*}Setbacks shall be O' where units share a common wall.

OPEN SPACE

All common, natural open space, along with community access areas shall, be owned and/or maintained by the developer. Once a homeowners association has been established, rights and responsibilities for maintenance of these facilities may be transferred. The open space and amenities are to be shared by the entire community.

6. PROPOSED DENSITY

The total net developable acreage within the PD is +- 163.76 acres; therefore, the proposed net density is 3.25 units / acre.

7. PHASING

The project will be constructed in multiple phases as market conditions warrant.

8. POND/LAKE MAINTENANCE STANDARDS

All drainage easements or individual lots are intended for private ownership and maintenance. All permanent man-made basins (wet ponds) shall maintain a minimum depth of 6'. All lakes will be constructed to sustain aquatic life.

9. TRANSPORTATION IMPROVEMENTS AND STANDARDS

CONSTRUCTION AND MAINTENANCE

All roads, rights-of-way, alleys and common access points shall be constructed and maintained by the developer and any subsequent homeowner's association. These systems shall meet all the dimensions and standards required by the Georgetown County Subdivision Ordinance Regulations for Private Streets. Signage for private streets and access drives may be devised for the entire community provided that it meets all applicable Georgetown County standards and is consistent throughout the community.

ON-SITE ROAD IMPROVEMENTS

The community will contain a system of privately maintained roads. These roads shall extend throughout the community.

OFF-SITE ROAD IMPROVEMENTS

No off-site road improvements are proposed for this project. All road improvements shall be contained within the community boundaries.

10. PUBLIC SITE IMPROVEMENTS

All improvements within this community shall be provided for the use of its visitors and residents. All improvements (water, sewer, roads and other utilities) are to be designed, constructed and maintained as private facilities. Cross-access and other similar easements may

be granted to adjacent uses where appropriate. With the exception of water and sewer facilities, none of these improvements are intended for dedication to any public agency or authority. Utilities provided within this community will require connections of existing public and private systems. All water and sewer services will be provided by connecting to existing services provided by the Georgetown County Water and Sewer Authority.

11. OWNERSHIP AND MAINTENANCE OF OPEN SPACE

Open space is located throughout the community. This area consists of pools, walking trails, viewing areas, and a boat landing and associated boat storage. The walking trails will provide a link for residents to access the different recreation and leisure opportunities, enabling residents to become part of a true and unique community. All of these combined amenities will not only create a neighborhood that will bring families and individuals in Georgetown County, but will also provide a neighborhood of which the County can be proud.

The developer and/or an established property association shall maintain the nature areas and common open spaces provided within this community. Access to all common areas and open spaces is provided via the proposed private road system, sidewalks, paths, and trails. Open space will be provided such that the entire community will have access. The appropriate access easements will be provided for each area.

12. PUBLIC FACILITY IMPACTS

- Water and sewer utilities will be provided by the Georgetown County Water & Sewer Authority. Extending water and sewer lines through the community will provide these services
- Electric services shall be provided by connecting to the existing Santee Cooper power grid system.
- Fire services shall be provided by the Georgetown County Fire Department. Fire Station #9 is located within 2 miles of the site.
- Police services shall be provided by existing services of the Georgetown County Police Department. The police station is located within 6 miles of the site.
- Existing public and private utilities and infrastructure are sufficient to service the proposed community.

13. STORMWATER MANAGEMENT

Stormwater management facilities will be provided within this community. Run-off will be controlled via a system of drainage devices (swales and pipes) connected to the proposed ponds and existing watercourses. These retention and detention devices will be designed to hold the post community peak run-off rates to equal or less than predevelopment peak run-off levels for two-year and 25-year storm events. The site is also required by SCDHEC-OCRM and EPA to meet "Water Quality Standards" as established by these agencies.

14. FEMA INFORMATION

The majority of the site is located in Zone X, however some portions are located in Zones X-500, and AE-9. This information was gathered from the Georgetown County GIS Map Server.

TRIP GENERATION ESTIMATES Turkey Creek Resort Development

Weekday Daily

TRIP GENERATION CHARACTERISTICS				DIRECT. DISTRIB.		GROSS TRIPS		INTERNAL CAPTURE TRIPS				PAS	S-BY C	APTURE	NEW EXTERNAL TRIPS						
Land Use	Ed.	fac	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	%	ln	Out	Trips	%	ln	Out	Trips	ln	Out	Total
Single Family	9th	210	180	units	Ln(T)=0.921n(X)+2.72	50%	50%	902	902	1,804	0%	0	0	0	0%	0	0	0	902	902	1,804
Residental Townhome	9th	230	174	units	Ln{T}=0.87Ln(X)+2.46	50%	50%	521	521	1,042	0%	0	0	0	0%	0	0	0	521	521	1,042
Campground/Recreational Vehicle Park	9th	416	179	spaces	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Daily Trip Generation for L	UC 416	does :	not exist				Total:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

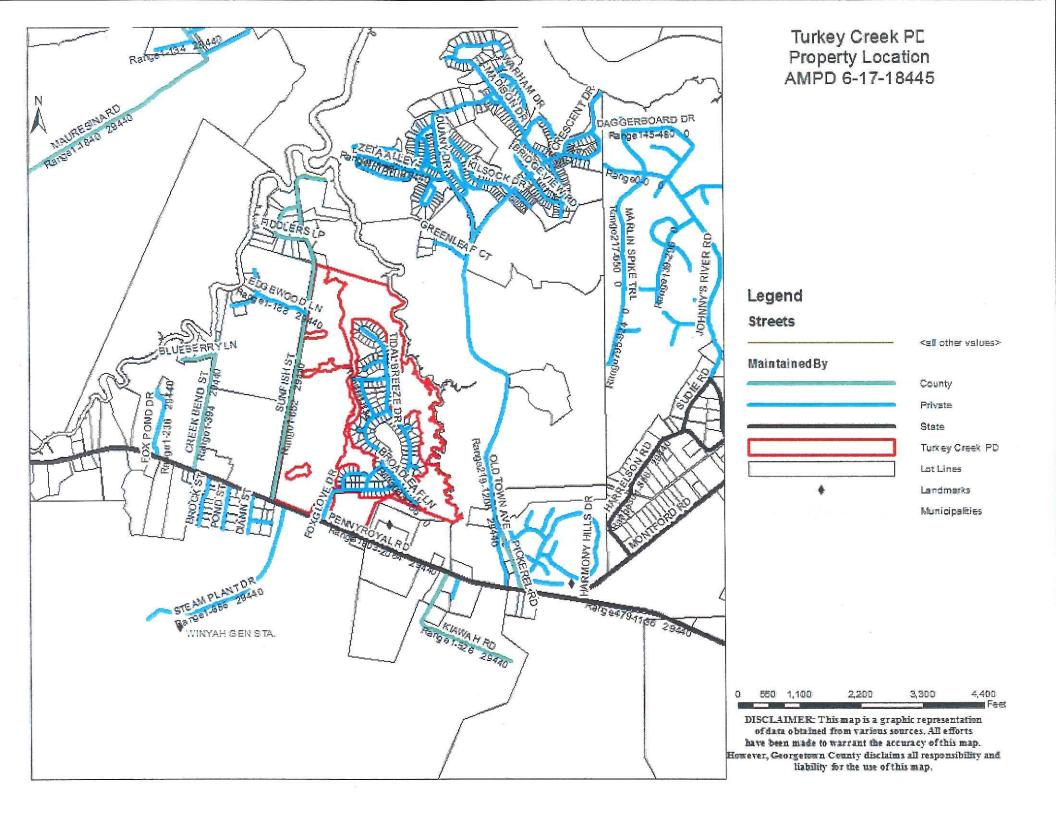
Weekday AM Peak Hour

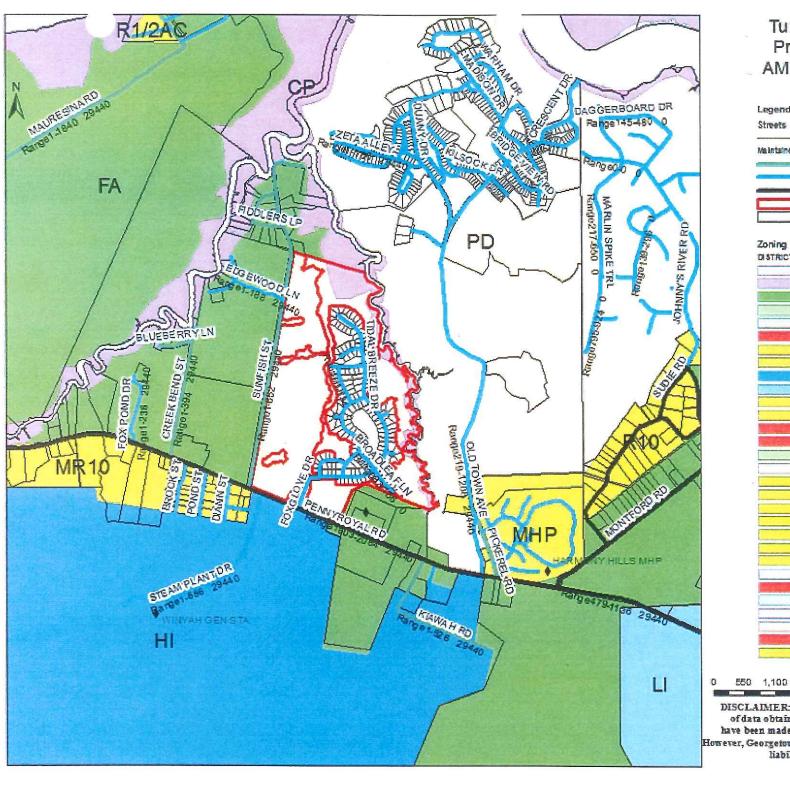
TRIP GENERATION CHARACTERISTICS				DIRECT. DISTRIB.		GROSS TRIPS		INTERNAL CAPTURE TRIPS				PASS-BY CAPTURE TRIPS				NEW EXTERNAL TRIPS					
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	ln	Out	Total	%	In	Out	ĩrips	%	In	Out	Trips	ln	Out	Total
Single Family	9th	210	180	units	T=0.70{X}+9.74	25%	75%	34	102	136	0%	0	0	0	0%	a	0	0	34	102	136
Residental Townhome	9th	230	174	units	Ln(T)=0.80Ln(X)+0.26	17%	83%	14	66	80	0%	0	0	0	0%	0	0	0	14	66	80
Campground/Recreational Vehicle Park	9th	416	179	spaces	T=0.16(X)+2.93	36%	64%	12	20	32	0%	0	0	0	0%	0	0	0	12	20	32
							Total:	60	188	248	0%	0	0	0	0%	0	0	0	60	188	248

Weekday PM Peak Hour

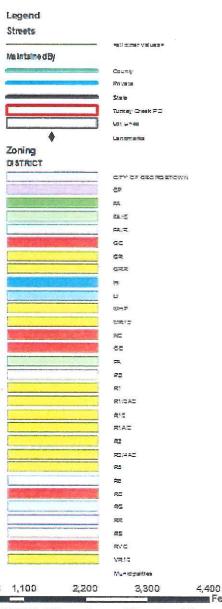
TRIP GENERATION CHARACTERISTICS				DIRECT. DISTRIB.		GROSS TRIPS		INTERNAL CAPTURE TRIPS				PASS-BY CAPTURE TRIPS				NEW EXTERNAL TRIPS					
Land Use	Ęd,	FUC	Scale	Unit	Equation/Rate	ln	Out	ln	Out	Total	%	ln	Out	Trips	%	In	Out	Trips	in	Out	Tolo
Single Family	9th	210	180	units	Ln{T}=0.90Ln[X]+0.51	63%	37%	112	66	178	0%	0	0	0	0%	0	0	0	112	66	17
Residental Townhome	9th	230	174	units	Ln(T)=0.82Ln(X)+0.32	67%	33%	64	31	95	0%	0	6	٥	0%	0	0	D	64	31	95
Campground/Recreational Vehicle Park	9th	416	179	spaces	Ln{T}=0.71Ln(X)-0.06	65%	35%	24	13	37	0%	0	0	0	0%	0	0	0	24	13	37
			-				Total:	200	110	310	0%	o	0	0	0%	0	0	0	200	110	31

> 2846





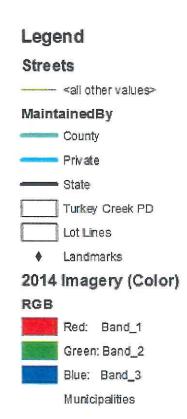
Turkey Creek PD Property Zoning AMPD 6-17-18445



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

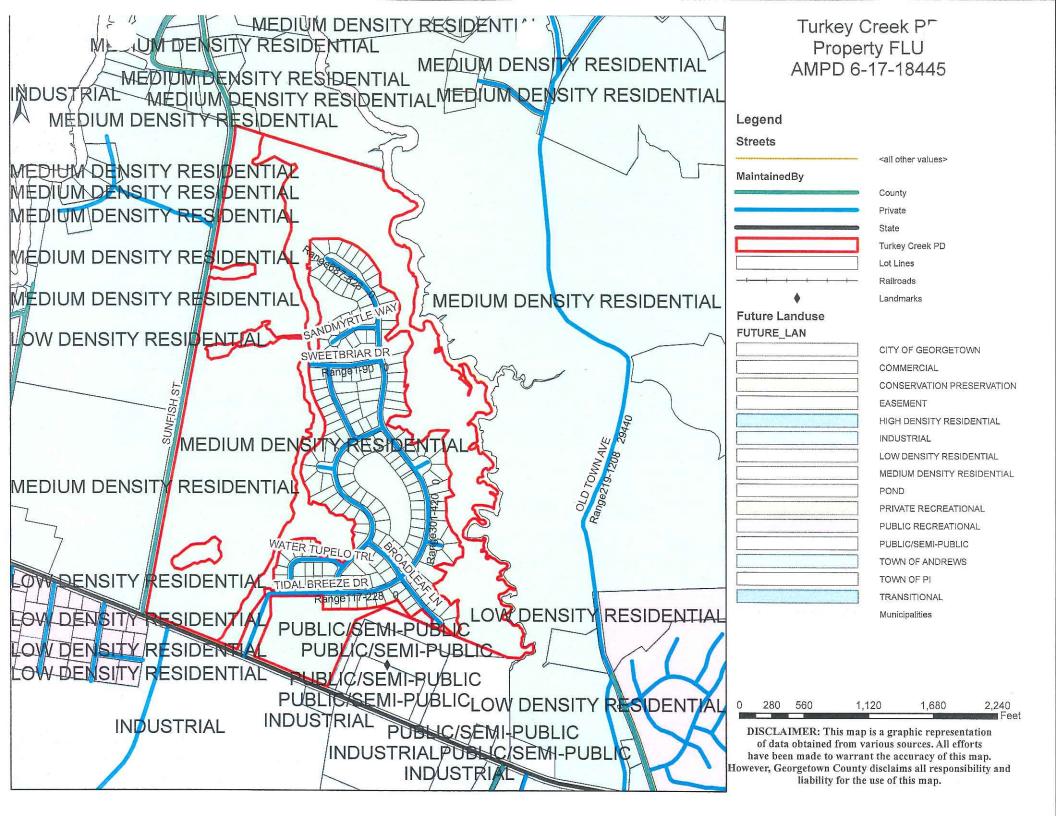


Turkey Creek PC Property Aerial AMPD 6-17-18445



550 1,100 2,200 3,300 4,400

DISCLAIMER: This map is a graphic representation of data obtained from various sources, All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from James M. Wooten of DDC Engineers, Inc. as agent for Turkey Creek Development, LLC to amend the Turkey Creek Planned Development (PD) to allow for 174 Townehome units, 180 "in common" Single Family units and 179 "fee simple" parcels. The property is located on the corner of Sunfish Street and Pennyroyal Road in Georgetown. TMS# 01-0437-011-00-00 and 01-0437A-173-00-00 and 01-0437A-175-00-00. Case Number AMPD-6-17-18445.

The Planning Commission will be reviewing this request on Thursday, July 20, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 12.a Meeting Date: 8/22/2017

Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along the Pennyroyal Road and Sampit River, further identified as tax parcel 01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI).

CURRENT STATUS:

First Reading by Title

ATTORNEY REVIEW:

Yes

Item Number: 12.b Meeting Date: 8/22/2017

Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-20 - An amendment to the Pavilion Square Flexible Design District (FDD) to allow for a grocery store to be located on the west side of Highway 17 just south of Petigru Drive in Pawleys Island.

A request from Matt Anderson of Kimley-Horn as agent for TBIC – Pawleys Island, LLC and MARHAYGUE, LLC to amend the Pavilion Square Flexible Design District (FDD) to allow for a grocery store. The property is located on the west side of Hwy 17 just south of Petigru Drive in Pawleys Island. TMS# 04-0161-015-04-00 and 04-0161-016-00-00. Case Number AMPD 5-17-18234.

CURRENT STATUS:

The 4.82-acre subject property contains two parcels and is currently undeveloped. One parcel has been cleared and one is wooded. Council rezoned this tract from General Commercial (GC) to a Flexible Design District (FDD) in June of 2015 (Ordinance 2015-19).

POINTS TO CONSIDER:

- 1. The property under consideration is located on the southwest corner of Highway 17 and Petigru Drive in Pawleys Island. The parcels contain frontage on both Highway 17 and Petigru.
- 2. The previous approval was for a mix of retail, office (including medical), restaurants and other commercial uses for a total of 35,250 square feet. The applicant is requesting an amendment to the FDD plan to allow for a single use a 35,962 square foot grocery store. Due to the increase in square footage and the new layout for the development, the proposal is considered a major change to the FDD based on Section 631.132 of the Zoning Ordinance.
- 3. This project falls within the Waccamaw Neck Commercial Corridor Overlay Zone. The proposed store will have to comply with the architectural requirements of this zone which includes a 6/12 pitch for 50% of the roof.
- 4. The plan shows a 90 foot setback off Highway 17, a 33 foot setback off Petigru Drive, a 10 foot side yard setback and a 15 foot rear yard setback. The plan exceeds the minimum pervious/impervious requirement for commercial areas with a ratio of 30.8% pervious/69.2% impervious.
- 5. The applicant shows two access points into the development. This is a reduction from the previous plan which showed four separate access points. The applicant shares a 30 foot driveway easement with the adjacent property owner on Highway 17. The applicant is not proposing a new curb cut on Highway 17. The second access point is shown on Petigru Drive towards the rear of the development. The proposed access is located across from the entrance

into the Pawleys Island Plaza Shopping Center.

A proposed stub out is shown to the adjacent auto sales business to the south.

6. The plan shows a total of 176 parking spaces. The Zoning Ordinance requires one space for every 200 square feet for grocery stores which equals 180 spaces. Section 1103.3021 of the Ordinance allows for a 20% reduction in parking if an applicant only utilizes a secondary street for access. In this case, the applicant is utilizing an existing curb cut on 17 and only installing a new one on the secondary street. A reduction of parking spaces would be allowed.

106 of the proposed spaces and their associated aisles will be constructed of permeable pavers. The remaining spaces and the main aisles for the development will be asphalt.

The plan meets the minimum requirement for two loading zones which are located at the rear of the store.

The parking plan also includes an area for a bike rack and three future electric vehicle charging stations.

- 7. The applicant met with the Utilities Coordinating Committee on June 28th. No outstanding utility issues were discussed.
- 8. Stormwater for the site will be handled using permeable pavers and infiltration basins.
- 9. The FDD requires landscaping at a rate of 1.5 times that required elsewhere in the Zoning Ordinance (Section 631.6), so 15% of the parking area must be landscape areas including both landscape islands and perimeter areas. A landscape plan has not been provided. Section 1203.2 of the buffer ordinance requires a shade tree within 50 feet of each parking spaces. Landscape islands may need to be added to some of the parking rows to meet this requirement.
- 10. The northern portion of the tract has been cleared previously. The southern portion contains a number of oak trees. The largest protected tree is a 14" live oak located near the rear of the property. A tree removal and replacement plan will be required prior to land disturbance. Section 1303.8.4 of the tree ordinance requires three of the replacement trees to be located within the first 20 feet of the parcel.
- 11. The plan indicates numerous light poles throughout the parking area. The ordinance requires that light sources be white or off white and be shielded from the right of way or adjacent properties.
- 12. The site contains a wetland along the southern boundary that has already been mitigated. The owner will need to revise their plan with the Corps of Engineers.
- 13. The proposed plan shows two new free-standing signs one along Highway 17 and one for Petigru Drive. The main id signs will be required to comply with the new Waccamaw Neck Commercial Corridor Overlay Zone sign requirements including the following:
 - Monument style
 - Maximum height of 15 feet for a single tenant use
 - Illumination from a steady, stationary light source
 - Opaque backgrounds with matte finish.
 - Electronic readerboards prohibited

building signs are not addressed. They will need to meet the deficial confineral significations found in the Zoning Ordinance.

14. The previous traffic impact analysis for the mixed use commercial development indicated 3,295 new daily trips with 383 new AM peak hour trips and 473 new PM peak hour trips. The current applicant also had a traffic impact analysis performed for the proposed supermarket use. The new study indicates a total of 3,561 new daily trips with 122 AM peak hour trips and 221 PM peak hour trips for an increase of 266 daily trips or approximately 8%. The new daily trip calculation includes a 10% pass by rate. While the overall ADT's increased, the peak hour traffic is reduced by the new use.

The study looked at the following intersections: Highway 17 and Petigru, Highway 17 and Waverly, the proposed site entrance on Petigru, and the site entrance on Highway 17. The study concluded that all intersections would operate at acceptable levels of service at buildout in 2018, however the site entrance on 17 will experience a Level of Service D for the PM peak. No adverse impacts are expected, therefore no capacity improvements were recommended in the study.

The analysis proposed a modification of pavement markings at the transition from the two-way left-turn lane to the exclusive eastbound left-turn storage in front of the existing site entrance on Highway 17. The consultant recommended removing the reverse curve in order to provide additional queue storage for those turning left into the site access. Any pavement modifications will need to be approved by SCDOT.

- 15. The intent of the FDD is to "provide opportunities to create more desirable environments for single or mixed use developments through the application of flexible and diversified land development standards under a comprehensive review process." Section 613.114 of the ordinance requires a narrative from the applicant addressing how the project better impacts the natural and human environment than a more typical commercial district. The applicant addressed this via a letter provided in the attachments. The letter refers to their proposed use of permeable pavers to treat runoff from the site, the reduction in impervious area, the shared access off Highway 17 in lieu of an additional curb cut, the use of the side street for access and the increased amount of landscaping as examples of a better natural and human environment beyond a typical commercial development.
- 16. Staff recommended approval of the request subject to:
- a. A landscape plan showing 1.5 times the required amount and a tree removal and replacement plan must be submitted and approved by staff prior to any land disturbance.
 - b. Approvals from the Corps of Engineers, SCDOT, County Stormwater, OCRM and GCWSD
- c. All structures and signage shall meet the requirements of the Waccamaw Neck Commercial Corridor Overlay Zone. In addition to the signage requirements provided on the conceptual plan, all other requirements of Article X, Sign Ordinance shall apply with the exception of the allowance for two main id signs due to the double road frontage.
- d. Acceptance and approval of the attached Traffic Impact Analysis dated May 2017 by the Planning Commission
- 17. The Planning Commission held a public hearing on this issue at their July 20, 2017 meeting.

Eight residents spoke citing concerns about increased traffic and the lack of a need for a grocery store in this area. The Commission voted 4 to 3 to recommend approval based on staff's recommendation.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

- 1. Approve as recommended by PC
- 2. Deny request
- 3. Approve an amended request4. Remand to PC for further study
- 5. Defer action

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description	Туре
D	Ordinance No 2017-20	Ordinance
D	Pawleys grocery store attachments	Backup Material
D	Pawleys grocery store traffic study	Backup Material

STATE OF SOUTH CAROLINA)		
))	ORDINANCE NO.	2017-20

AN ORDINANCE TO AMEND THE PAVILION SQUARE FLEXIBLE DESIGN DISTRICT (FDD) TO ALLOW FOR A GROCERY STORE

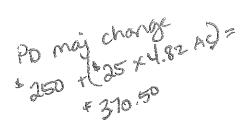
ORDAINED BY THE COUNTY COUNCIL MEMBERS GEORGETOWN COUNTY. SOUTH CAROLINA, IN **COUNTY COUNCIL** ASSEMBLED THAT TAX MAP NUMBERS 04-0161-015-04-00 AND 04-0161-016-00-00 OF THE PAVILION SQUARE FLEXIBLE DESIGN DISTRICT BE AMENDED TO ALLOW FOR A GROCERY STORE AS REFLECTED ON THE ATTACHED SITE PLAN DATED 7-13-2017 WITH THE FOLLOWING CONDITIONS AND **ELABORATIONS:**

- 1. A landscape plan showing 1.5 times the required amount and a tree removal and replacement plan must be submitted and approved by staff prior to any land disturbance.
- 2. Approvals from the Corps of Engineers, SCDOT, County Stormwater, OCRM and GCWSD.
- 3. All structures and signage shall meet the requirements of the Waccamaw Neck Commercial Corridor Overlay Zone. In addition to the signage requirements provided on the conceptual plan, all other requirements of Article X, Sign Ordinance shall apply with the exception of the allowance for two main id signs due to the double road frontage.

DONE, RATIFIED AND ADOI	PTED THIS DAY OF, 2017.	
		(SEAL)
	Johnny Morant Chairman, Georgetown County Council	, ,
ATTEST:		
Theresa Floyd Clerk to Council		
This Ordinance, No. 2017-20, legality.	has been reviewed by me and is hereby appro	oved as to form and
	Wesley P. Bryant	
	Georgetown County Attorney	

First Reading:	
Second Reading: _	
Third Reading:	





129 Screven St. Suite 222 Post Office Drawer 421270 Georgetown, S. C. 29440

#-18234

Phone: 843-545-3158 Fax: 843-545-3299

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD) FOD

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development:	PROPOSED GROCERY STORE
 () Setback – Complet () Signage – Complet (X) Site Plan – Complet 	nesting an amendment (check applicable): te SECTION B: SETBACK AMENDMENT te SECTION C: SIGNAGE AMENDMENT te SECTION D: SITE PLAN AMENDMENT
All Applicants must complete SE	CTION A: APPLICANT INFORMATION
SECTION A: A	APPLICANT INFORMATION
Property Information:	
TMS Number: 04-0161-0 (Include all affected parcels	16-00-00 / 04-0161-01 \$ -04-00
Street Address: OCEAN F	HIGHWAY (ADDRESS NOT YET ASSIGNED)
City / State / Zip Code: PA	AWLEYS ISLAND / SC / 29585
Lot / Block / Number: 4.8	2 AC
Existing Use: FLEXIBLE	E DESIGN DISTRICT
	PD Amendm Revised 06

Proposed Use:	FLEXIBLE DESIGN	N DISTRICT	
		Residential Acreage:	0
Property Owner of F	Record:		
Name: TBIC	: - PAWLEYS ISLAND	LLC / MARHAYGUE LLC	
Address: 211	SCREVEN STREET		
		WN, SC 29440	
Telephone/Fax	c:		
E-Mail:jltar	nsberg@gmail.com		
Signature of O	wner/Date:	· · · · · · · · · · · · · · · · · · ·	
Contact Information	:		
Name: JODY	TAMSBERG		
Address:			
Phone / E-Mai	l:jltamsberg@gma	ail.com	
with this matter relate	ndividual or firm listed ed to the Planning Con tructures on my propert	d below as my representative mmission of proposed new or.	in conjunction construction or
Agent of Owner:			
Name: MAT	Γ ANDERSON		
Address: 421	FAYETTEVILLE ST	REET, SUITE 600	
City / State / Z	ip Code: RALEIGH,	NC 27601	
Telephone/Fax	: 919-677-2020		
E-Mail: MA	ΓΤ.ANDERSON@KIM	ILEY-HORN.COM	
Signature of Ag	gent/Date:	5/1/2017	
Signature of Ov	vner /Date:		

Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.

Adjacent Property Owners Information required:

- 1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within Four Hundred Feet (400) of the subject property. The following return address must appear on the envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."
- 2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

•	List any extraordinary and exceptional conditions pertaining to your particular piece of property.		
	N/A		
•	Do these conditions exists on other properties else where in the PD?		
	N/A		

 Amending this portion of the text will not cause undue hardship on adjacent property owners.
Submittal requirements: 12 copies of 11 x 17 plans
A scaled site plan indicating the existing conditions and proposed additions.
• Elevations of the proposal (if applicable).
• Letter of approval from homeowners association (if applicable).
SECTION C: SIGNAGE AMENDMENT
Reason for amendment request: Current FDD zoning was based upon previous development
for the site and no longer applies to current proposed development
Number of signs existing currently on site $\underline{0}$
Square footage of existing sign(s)
Number of Proposed signs: 2
Square footage of the proposed sign(s) 241.85 SF
Submittal requirements:
Proposed text for signage requirements.
• 12 copies (11 x 17) of proposed sign image.
• Site plan indicating placement of the proposed sign(s).
• Elevations.
• Letter from POA or HOA (if applicable)
SECTION D: SITE PLAN AMENDMENT
Proposed amendment request: Update FDD to provided site plan

Reason for amendment request:_	Current FDD zoning no longer applicable

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.).

APPENDIX B

LETTER OF AGENCY

To:	The Georgetown County Planning Commission
Re:	Tax Map Number (s): 04 -0161-014-00-00/04-0161-016-04-00
	Property Address: Ocean Highway
	Property Location: Corner of Hwy 17 + Petigru
	Property Owner(s): TBIC - Pawleys Island LLC/Marhayque LC (Please Print Full Name)
	ection with the above referenced property, I hereby appoint the person shown below as my agent purpose of filing such application for project approval as they shall deem necessary and proper.
Authori	zed Agent: Matt Anderson (Kimley - Horn) (Please Print Full Name)
Reason	for Agency: Sale of property
Busines	s License #:
Agent's	Address: 421 Fayetteville St., Suite 600
Agent's	Telephone Number: 919 -617 - 2020
Witness	Property Owner (Please Print Full Name)
	Title
	Signature of Property Owner
	5/1/19
	Date ' '

If there is a land contract of sales contract, please supply us with a copy.

Kimley » Horn

REZONING NARRATIVE

To:

Holly Richardson

Georgetown County Planning & Code Enforcement

129 Screven Street Georgetown, SC 29440

From:

Matthew Anderson, P.E.

Kimley-Horn and Associates, INC. 421 Fayetteville Street, Suite 600

Raleigh, NC 27601 919-677-2020

Date:

June 20, 2017

Subject:

Proposed Grocery Store, Georgetown County, SC

FDD Rezoning Narrative

Plan Case #: AMPD-5-17-18234

The subject property located at the northwest quadrant of the US Highway 17 (Ocean Highway) and Petigru Drive intersection in Georgetown County, South Carolina is comprised of two parcels totaling approximately 4.82 acres. The site is bounded by undeveloped wooded land and Harrow Lane to the north, Petigru Drive to the east, Pawley's Wine and Spirits and US Highway 17 (Ocean Highway) to the south, and JPS Auto Sales and wooded land to the west. The site is currently zoned by Georgetown County as Flexible Design District (FDD) and falls within the Commercial Corridor Overlay (CCO) district. The intent of rezoning is to amend the site plan to a proposed 35,962 square foot grocery store.

Existing Conditions

Of the two parcels that the site consists of, one is currently undeveloped and heavily wooded and the other is undeveloped and cleared. An isolated non-jurisdiction wetland 0.08 acres in size exists on the western site boundary in the wooded area of the site and has been determined to be non-jurisdictional by the USACE.

Proposed Development

The proposed development for the site is a 35,962 square foot grocery store with 180 parking spaces. Proposed site features will help protect the natural and human environment better than a typical commercial zoning district. The site proposes the use of permeable pavers for 109 parking spaces and adjacent drive aisles. The permeable pavers will help reduce the amount of proposed impervious area and will treat stormwater runoff generated by the site. Access to the site includes an existing shared full access driveway off US Highway 17 (Ocean Highway) to be partially reconstructed and a proposed full access driveway on Petigru Drive. Landscaping within the parking lot is to be establish at a rate of one and a half times than in the Zoning Ordinance, as specified within the FDD zoning requirements. Ultimately, the use of permeable pavers, utilization of an existing access driveway, and increased landscaping requirements will better protect the natural and human environments than that of a typical commercial zoning district.



Pavillion Square FL Property Location AMPD 5-17-18234

Legend

Streets

---- <all other values>

MaintainedBy

County

----- Private

----- State

Pavilion Square FDD

Lot Lines

------ Railroads

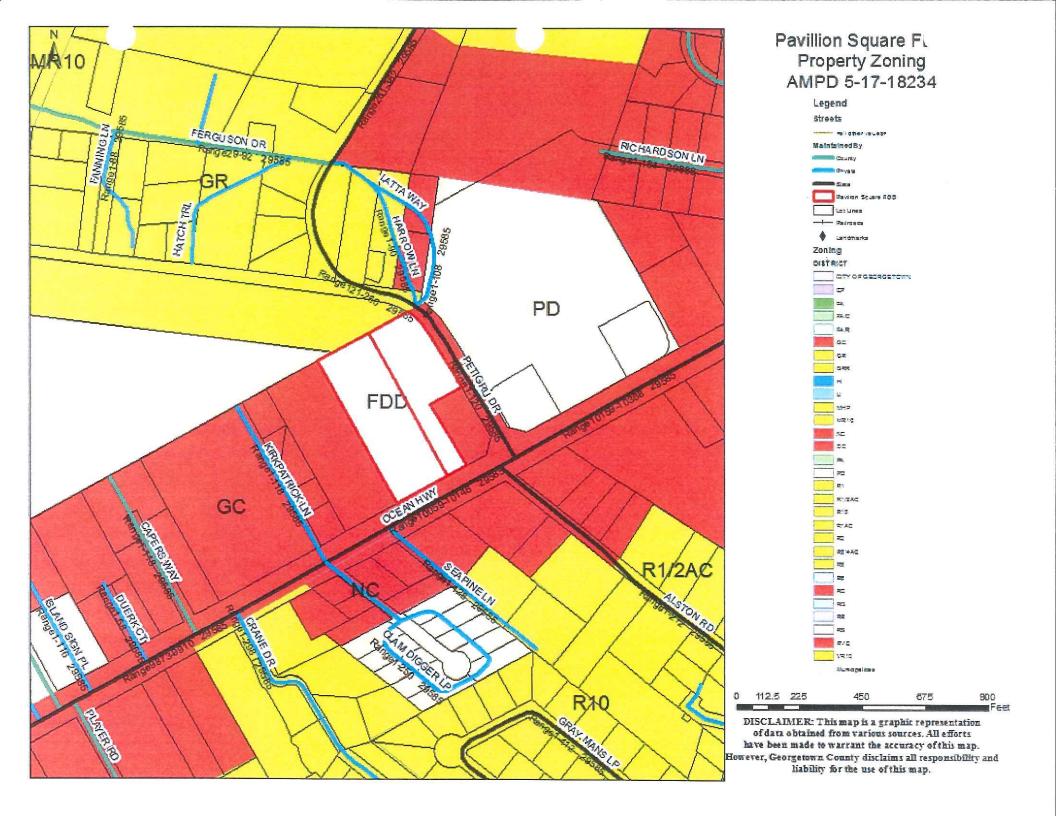
Landmarks

Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





Pavillion Square Fl Property Aerial AMPD 5-17-18234

Legend

Streets

<all other values>

MaintainedBy

County

Private

---- State

Pavilion Square FDD

Lot Lines

Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900 Feet

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Pavillion Square D Property Aeria AMPD 5-17-18234

Legend

Pavilion Square FDD

Lot Lines

---- Railroads

♦ Landmarks

sde.SDE.Imagery2017Med RGB

Red: Band_1

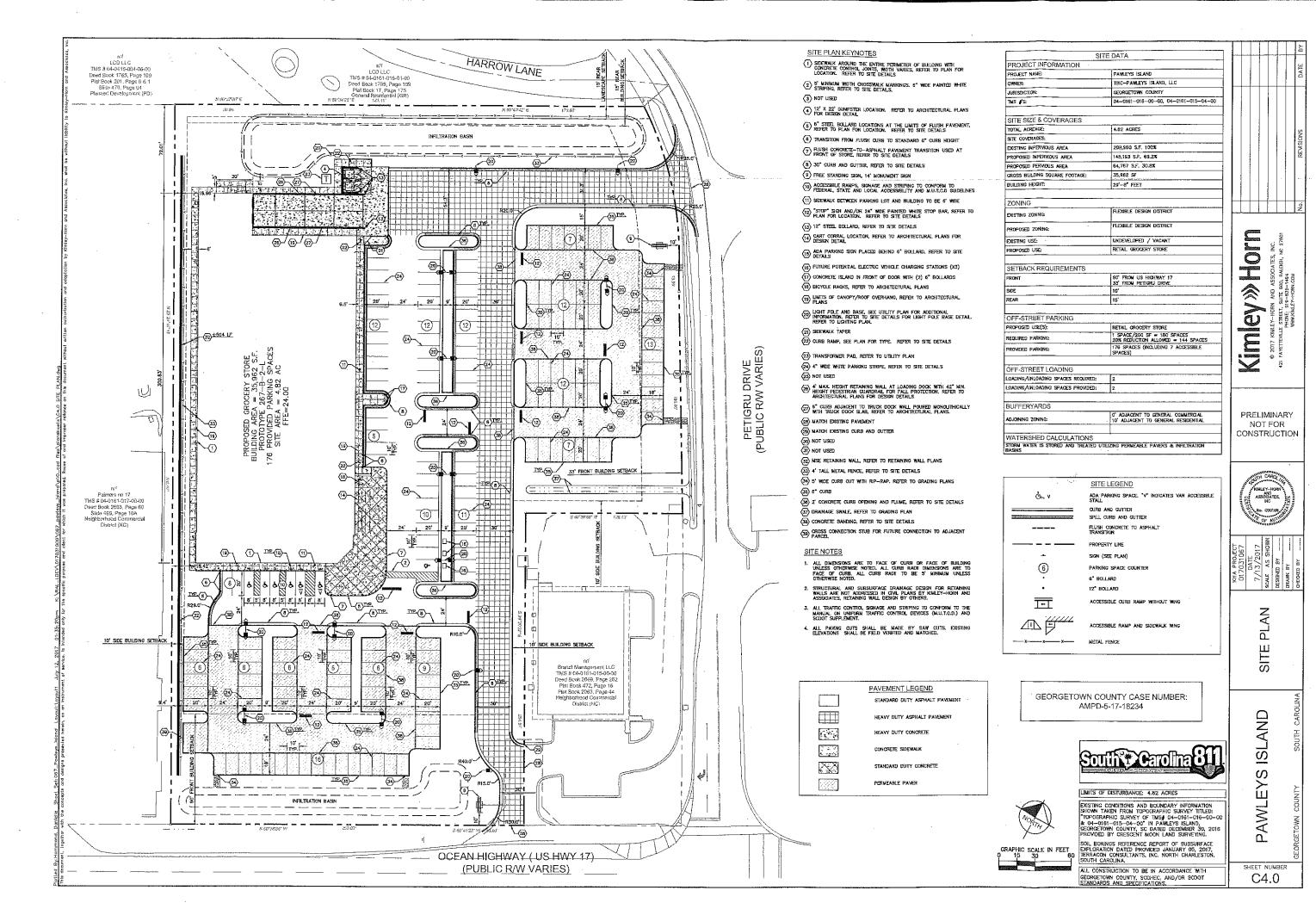
Green: Band_2

Blue: Band_3

Municipalities

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Kimley » Horn

Pawleys Island Grocery Development

Pawleys Island, SC

Traffic Impact Analysis

Prepared by:

Kimley-Horn

May 2017 © Kimley-Horn and Associates, Inc. 802 Gervais Street, Suite 201 Columbia, South Carolina, 29201



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1. Executive Summary

The purpose of this traffic impact analysis is to review the vehicular traffic impacts resulting from a proposed Pawleys Island Grocery Development. The objectives of this study are to:

- Estimate trip generation and distribution for the proposed development
- Perform intersection capacity analyses for the identified study area
- Determine the potential traffic impacts of the proposed development
- Develop recommendations for needed roadway and operational improvements to accommodate the proposed development's traffic impacts

The proposed Pawleys Island Grocery Development is located in Pawleys Island, South Carolina in the northwest quadrant of the intersection of Ocean Hwy (US 17) and Petigru Dr. As currently envisioned, the proposed development will ultimately consist of up to 36,000 square feet of supermarket space.

The development is expected to be completed (built-out) in year 2018 and will be accessed via the following driveways:

- The existing full-access driveway on Ocean Hwy (US 17) for the adjacent beverage store will be modified for use as a shared access with the proposed grocery development
- One (1) proposed full-access driveway on Petigru Dr across from the existing shopping center access east of the site

This report summarizes the analyses of year 2017 existing conditions, 2018 background conditions (without the proposed development traffic) and 2018 build-out conditions during the AM and PM peak hours at the following intersections:

- Ocean Hwy (US 17) at Petigru Dr
- Petigru Dr at Waverly Rd
- Petigru Dr at Harrow Ln (adjacent shopping center and Beverage Store access)
- Ocean Hwy at existing Beverage Store driveway (location of proposed Access #1)
- Petigru Dr at proposed Access #2 (across from existing adjacent shopping center driveway)

Kimley-Horn and Associates, Inc. was retained to determine the potential traffic impacts of this development in accordance with the traffic study guidelines in the *South Carolina Department of Transportation (SCDOT) Access and Roadside Management Standards (ARMS)* and the transportation improvements that may be required to accommodate these impacts.

Based on the results of the analyses contained within the report, no adverse impacts are anticipated as a result of the proposed development, and therefore, no improvements are proposed to accommodate 2018 build-out traffic conditions.



2. Introduction

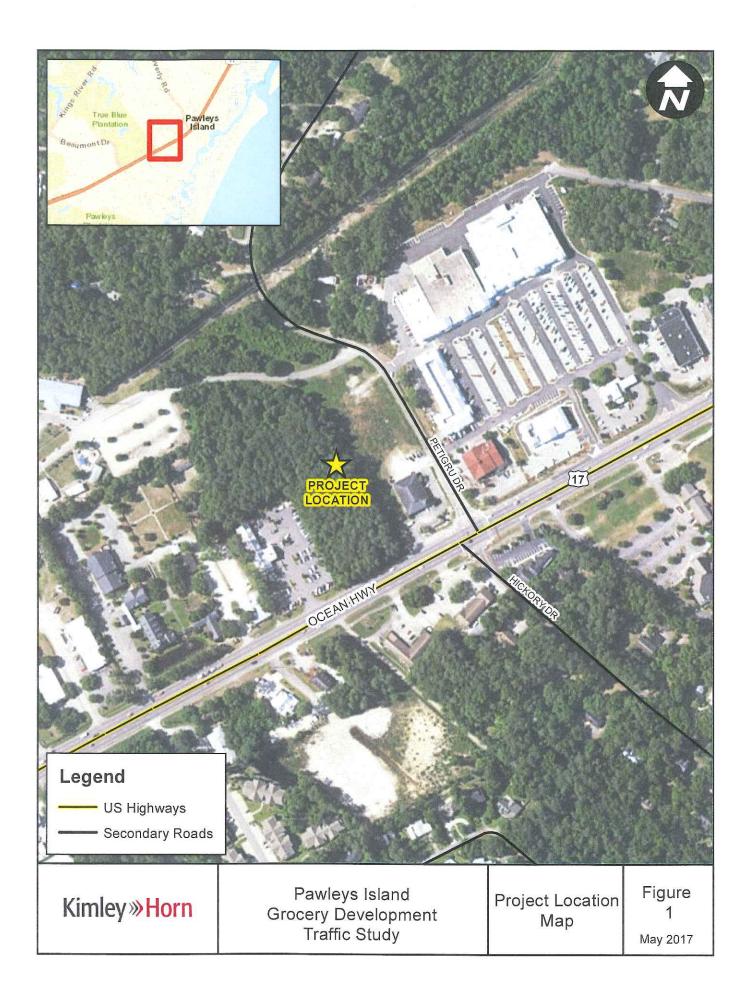
The proposed Pawleys Island Grocery Development is located in Pawleys Island, South Carolina in the northwest quadrant of the intersection of Ocean Hwy (US 17) and Petigru Dr. As currently envisioned, the proposed development will ultimately consist of up to 36,000 square feet of supermarket space. The location of the proposed development is depicted on Figure 1.

The development is expected to be completed (built-out) in year 2018 and will be accessed via the following driveways:

- The existing full-access driveway on Ocean Hwy (US 17) for the adjacent beverage store will be modified for use as a shared access with the proposed grocery development
- One (1) proposed full-access driveway on Petigru Dr across from the existing shopping center access east of the site

Kimley-Horn and Associates, Inc. was retained to determine the potential traffic impacts of this development in accordance with the traffic study guidelines in the *SCDOT ARMS* and the transportation improvements that may be required to accommodate these impacts. This report presents trip generation, distribution, capacity analyses, and recommendations for transportation improvements required to meet anticipated traffic demands.

The SCDOT and Town of Pawleys Island were contacted to obtain background information and to ascertain the elements to be covered in this traffic impact analysis (TIA).





3. Inventory

3.1. Study Area

The study area for this TIA includes the following intersections:

- Ocean Hwy (US 17) at Petigru Dr
- Petigru Dr at Waverly Rd
- Petigru Dr at Harrow Ln (adjacent shopping center and Beverage Store access)
- Ocean Hwy at existing Beverage Store driveway (location of proposed Access #1)
- Petigru Dr at proposed Access #2 (across from existing adjacent shopping center driveway)

This study area was determined based on discussions with Town of Pawleys Island and SCDOT staff. Figure 2 shows the study area intersections for this analysis, and Figure 3 shows the proposed site plan for the development.

3.2. Existing Conditions

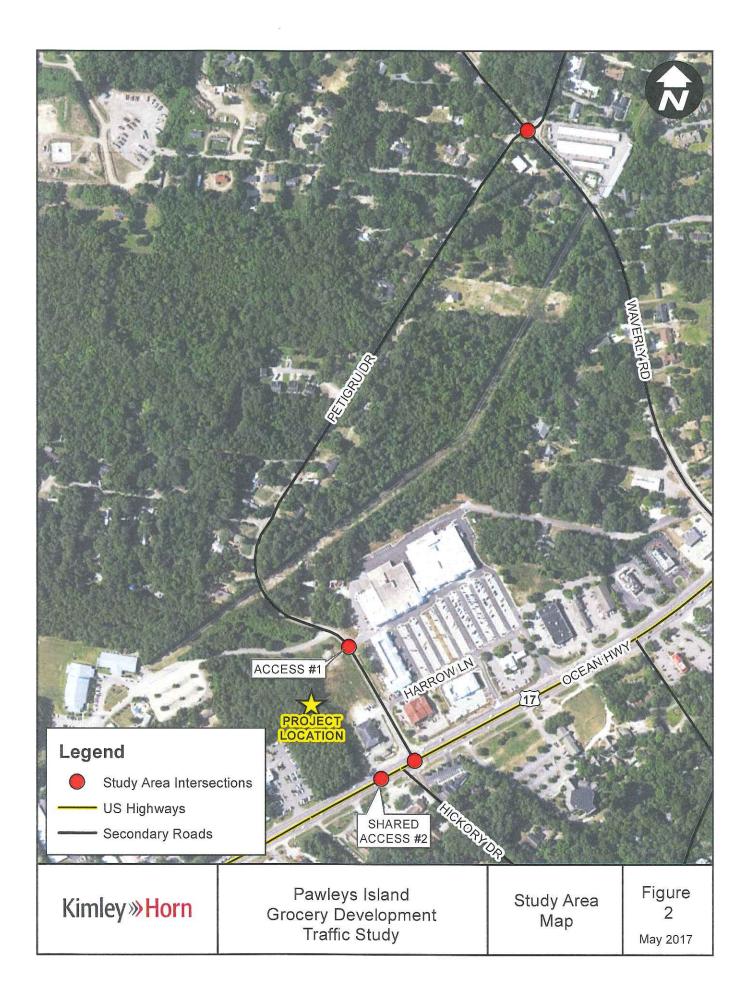
The proposed Pawleys Island Grocery Development is located in Pawleys Island, South Carolina in the northwest quadrant of the intersection of Ocean Hwy (US 17) and Petigru Dr. The major roadways in the project vicinity are Ocean Hwy (US 17) and Waverly Rd.

Ocean Hwy (US 17) is a four-lane principal arterial, with a paved two-way left-turn lane median and a posted speed limit of 45 mph in the vicinity to the site. Ocean Hwy (US 17) has a 2015 ADT of 27,500 vehicles per day at SCDOT Georgetown County Station 113, which is located approximately 1.5 miles south of the proposed site location. Approximately 1.8 miles to the north of the proposed site location, SCDOT Georgetown County Station 115 reports a 2015 ADT of 34,500 vehicles per day.

Waverly Rd is a paved two-lane minor arterial with a posted speed limit of 35 mph. SCDOT Georgetown County Station 207, located just north of the Petigru Dr intersection, shows a 2015 ADT of 6,100 vehicles per day.

Petigru Dr is a paved two-lane secondary road that provides a connection between Ocean Hwy (US 17) and Waverly Rd.

The existing laneage at each intersection within the study area is shown in Figure 4. It should be noted that the eastbound left turn lane storage at the Ocean Hwy (US 17) at Petigru Dr extends through the Beverage Store driveway connection to Ocean Hwy, thus providing eastbound left turn lane storage for that intersection as well.



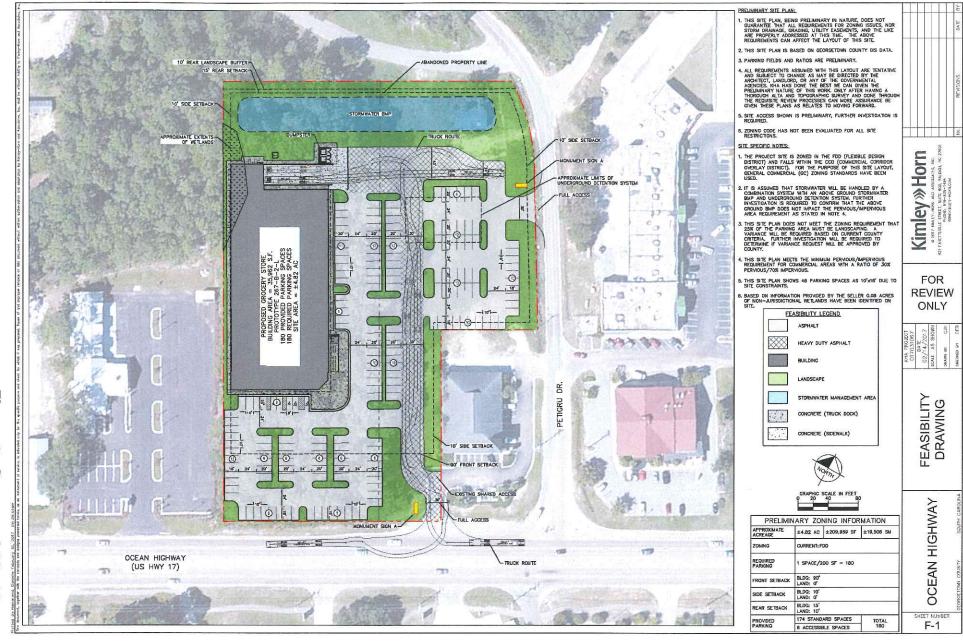
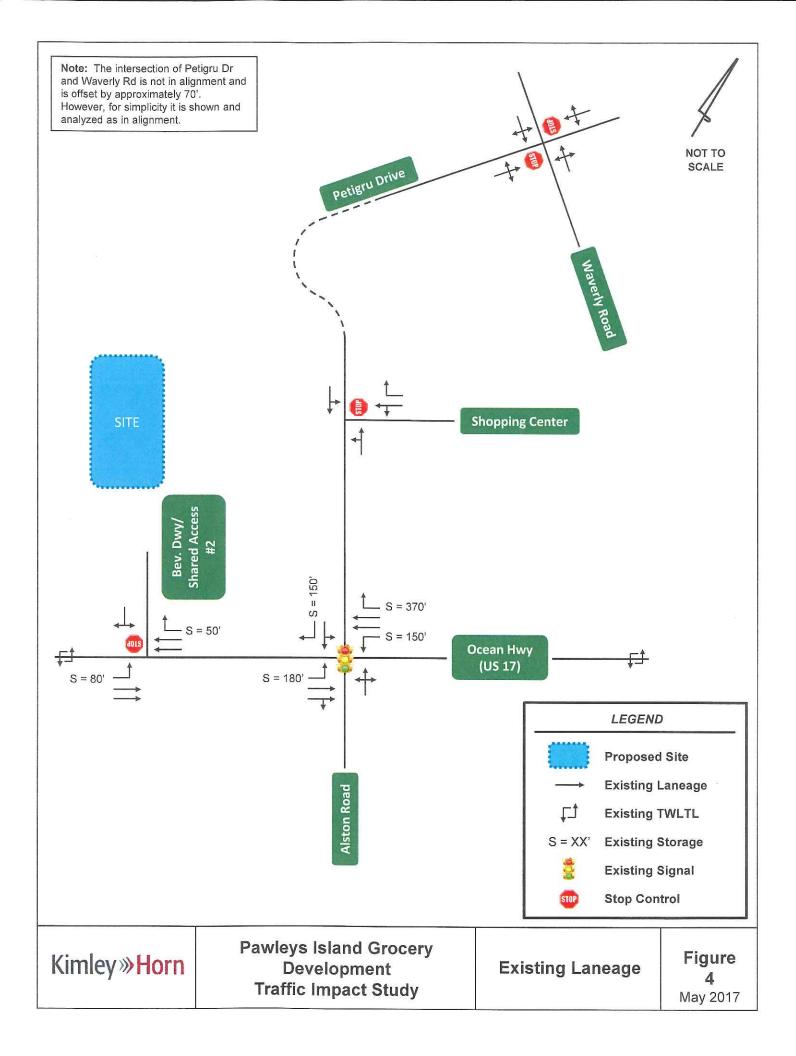


Figure 3: Proposed Site Plan





4. Trip Generation

The trip generation potential of the proposed development was determined using the trip generation rates published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Edition. The information for ITE Land Use Code 850 – Supermarket was utilized for the analysis. The proposed development will ultimately consist of up to 36,000 square feet of supermarket space upon project build-out in year 2018.

Pass-by trips are trips already on the roadway network that turn into the site as they pass by on the adjacent street. Pass-by percentages were calculated based on the equations and data presented in ITE's *Trip Generation Handbook*, *3rd Edition*. Pass-by volumes were limited to ten percent of the year 2018 projected adjacent street traffic.

Site internal capture was not applicable to this site, as only a single land use type is proposed. Given the nature of the land use proposed, the overall trip generation calculated for the site is considered conservative.

Table 1 summarizes the estimated traffic generation for the proposed development. As shown, the proposed development has the potential to generate 122 and 221 net new external trips during the AM and PM peak hours, respectively, during a typical weekday at total project build-out.

Table 1: Trip Generation

Table 1 - Trip Generation								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
Callo OSE			Total	ln .	Out	Total	İn	Out
Supermarket	36,000 SF	3,681	122	76	46	341	174	167
ITE 850 Pass-By - 0% AM / 36% PM		120	0	0	0	120	60	60
10% ofTwo-Way AdjacentStreetTraffic		559	267	133	134	292	146	146
Pass-By		120	0	0	0	120	60	60
et New External Trips		3,561	122	76	46	221	114	107

Note: Trip generation was calculated using the following data:

Daily Traffic Generation

Supermarket [ITE 850] = T=102.24 (X) (50% In, 50% Out)

AM Peak-Hour Traffic Generation

Supermarket [ITE 850] = T= 3.40 (X) (62% In, 38% Out)

PM Peak-Hour Traffic Generation

Supermarket [ITE 850] = T=9.48 (X) (51% In, 49% Out)

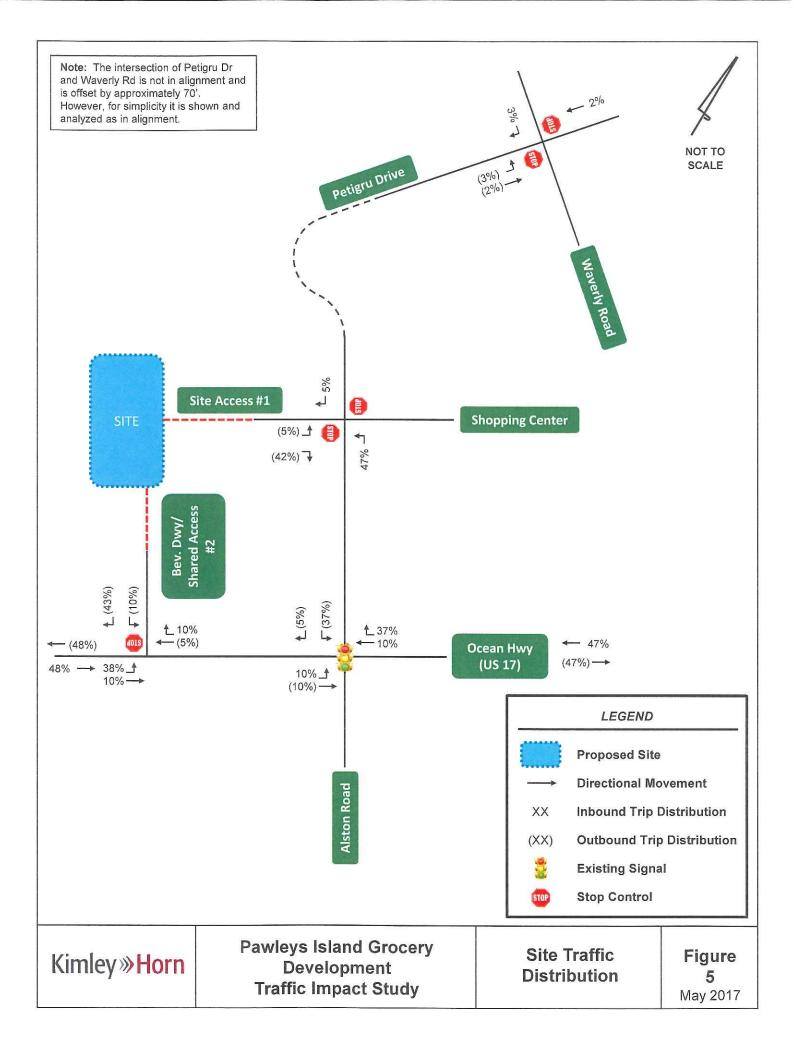


5. Site Traffic Distribution

The proposed development's trips were assigned to the surrounding roadway network. The directional distribution and assignment was based on existing peak-hour turning movements, existing land uses, and population densities in the area:

- 48% to/from the south/west along Ocean Hwy (US 17)
- 47% to/from the north/east along Ocean Hwy (US 17)
- 5% to/from the north/west via Petigru Dr and Waverly Rd

The site traffic distribution and assignment are shown in Figure 5.





6. Traffic Volumes

6.1. 2017 Existing Traffic

Peak-hour intersection turning-movement and heavy vehicle counts were performed by Marr Traffic during the AM peak period of 7:00AM to 9:00AM and 4:00PM to 6:00PM on Wednesday, March 29, 2017. Existing counts were balanced along the study network intersections as necessary. However, it should be noted that volumes between the Ocean Hwy (US 17) at Petigru Dr intersection and the Petigru Dr at Shopping Center access intersection were not balanced for northbound/southbound, due to the presence of an existing shopping center driveway located east of Petigru Dr between the intersections. The shopping center includes various retail and restaurant land uses and is therefore reasonably expected to generate traffic during the AM and PM peak hours. This driveway was not included in the analysis of this proposed grocery development, as there are no proposed connections or modifications at that location and the two intersections adjacent to the driveway were included to sufficiently represent the traffic patterns in the study area.

Figure 6 shows the year 2017 existing AM/PM peak-hour traffic volumes. The turning-movement count data are included in the Appendix.

6.2. Historical Growth Traffic

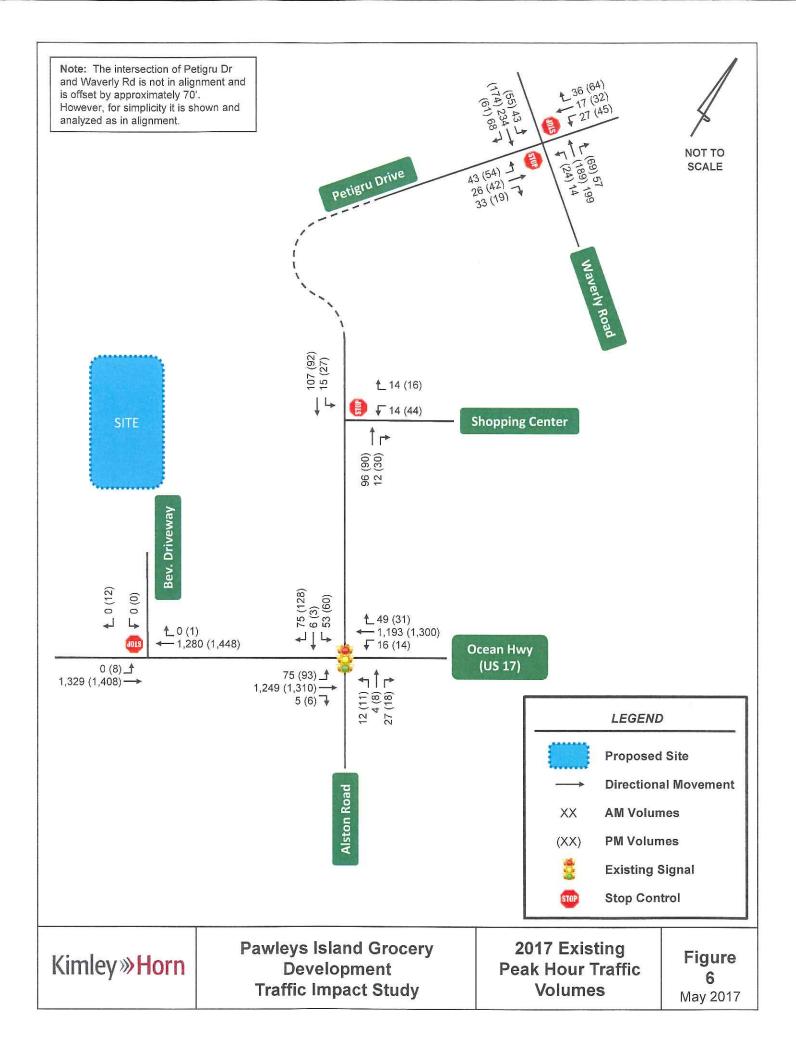
Historical growth traffic is the increase in existing traffic volumes due to usage increases and non-specific growth throughout the area. An annual growth rate of 2.0 percent was applied to the existing traffic to calculate base background traffic volumes.

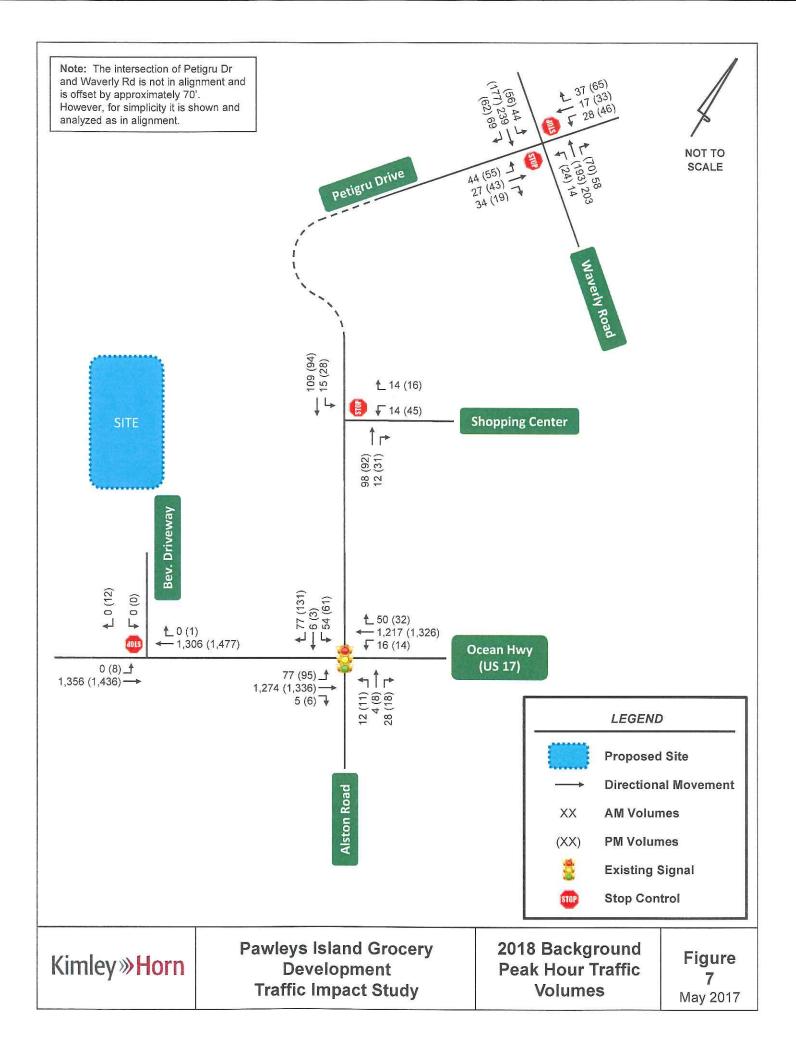
6.3. 2018 Background Traffic

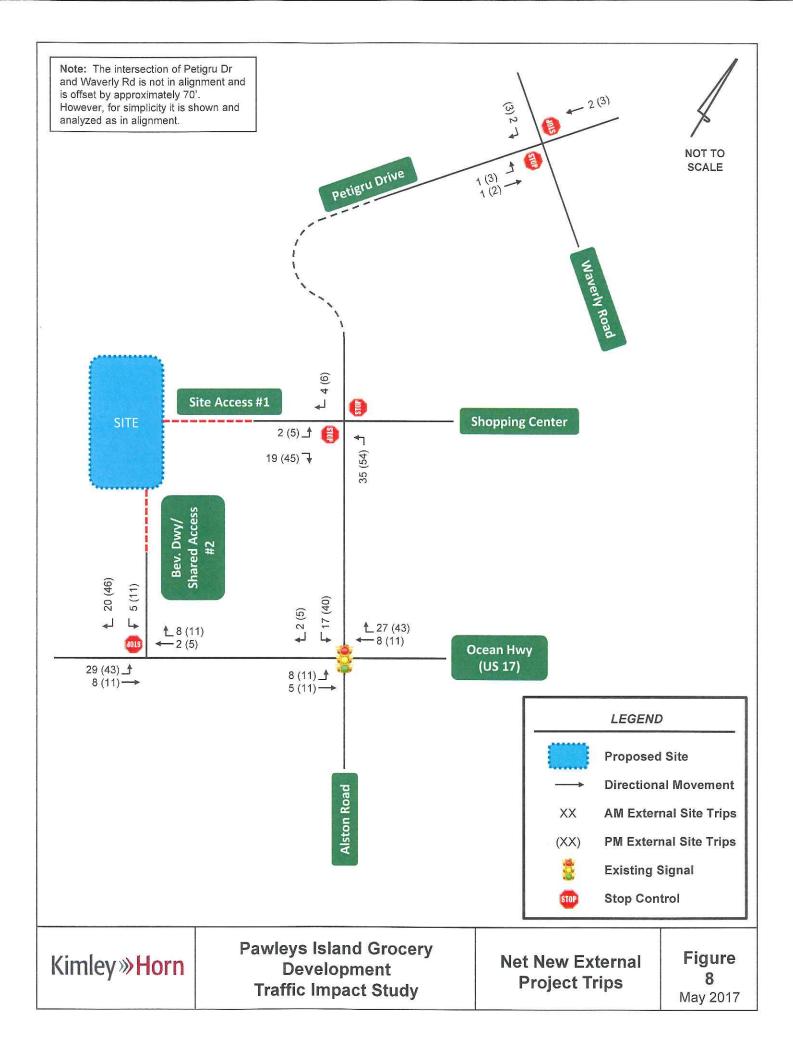
The 2018 background traffic volumes include existing and historical growth traffic. The year 2018 AM and PM peak-hour background traffic volumes are shown in Figure 7.

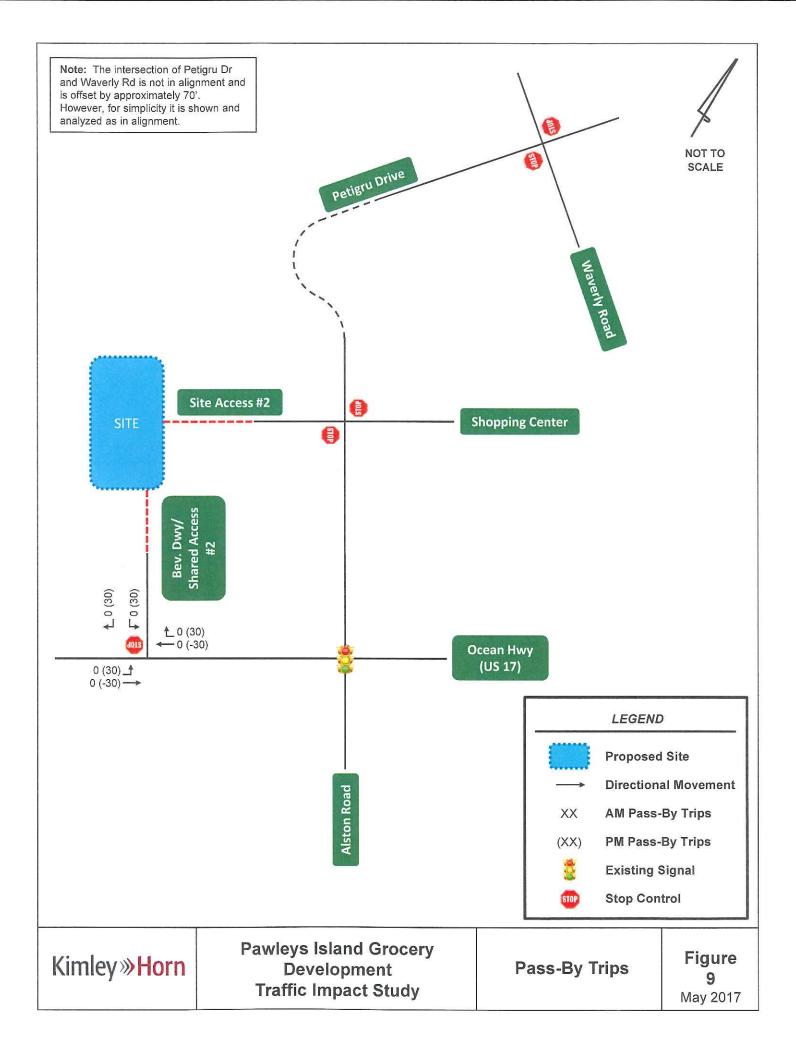
6.4. 2018 Build-Out Traffic

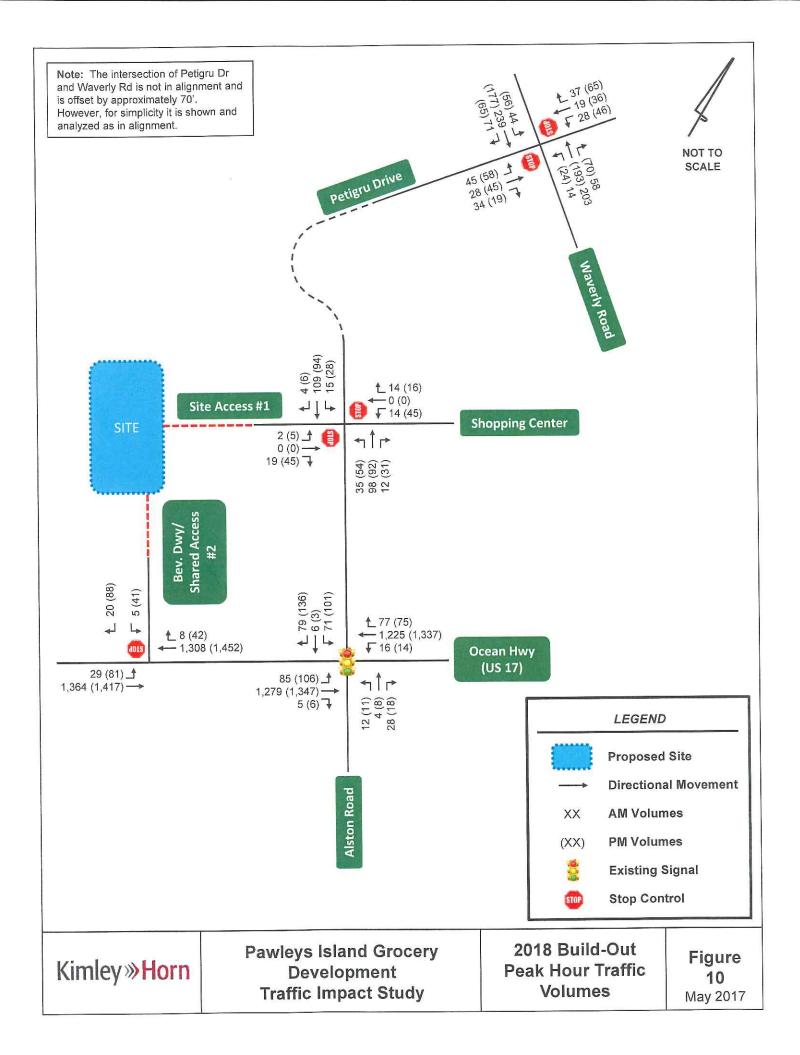
The total year 2018 build-out traffic volumes include the year 2018 background traffic and the proposed site traffic. The proposed site traffic used for estimating the build-out traffic is shown in Figure 8 and the site pass-by trips are shown in Figure 9. The year 2018 AM and PM peak-hour build-out traffic volumes are shown in Figure 10.













7. Capacity Analysis

Level-of-Service (LOS) determinations were made for the weekday AM and PM peak hours for the existing study network intersections and proposed access intersections using Synchro Version 9. The program uses methodologies contained in the 2000 and 2010 Highway Capacity Manual to determine the operating characteristics of an intersection. Capacity is defined as the maximum number of vehicles that can pass over a particular road segment, or through a particular intersection, within a specified period of time under prevailing roadway, traffic, and control conditions.

LOS is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions of a traffic stream. The HCM defines six levels of service, LOS A through LOS F, with A being the best and F being the worst.

LOS for unsignalized intersections, with stop control on the minor street(s) only, are reported for the side street approaches. Low levels-of-service for the side street approaches are not uncommon, as vehicles may experience long delays turning onto a major roadway.

Levels-of-service for signalized intersections are reported for the intersection as a whole, and are based on the average control delay for the intersection. One or more movements at an intersection may experience a low level-of-service, while the intersection as a whole may operate acceptably.

Capacity analyses were performed for the following conditions:

- 2017 Existing Conditions
- 2018 Background (No-Build) Conditions
- 2018 Build-Out Conditions

Table 2 lists the LOS control delay thresholds published in the HCM for signalized intersections. Synchro Version 9 software uses the same LOS thresholds as those published in the HCM 2010.



Table 2: Signalized Level of Service Delay Thresholds

Level-of-Service Control Delay Thresholds for Signalized Intersections (HCM 2010)				
Level-of-Service	Control Delay per Vehicle [sec/veh]			
Α	≤10			
В	> 10 – 20			
С	> 20 – 35			
D	> 35 – 55			
Е	> 55 – 80			
F	> 80			

Table 3 lists the LOS control delay thresholds published in the HCM 2010 for unsignalized intersections, as well as the unsignalized operational descriptions assumed herein.

Table 3: Unsignalized Level of Service Delay Thresholds

Level-of-Service Average Control Delay per Vehicle [sec/veh]					
А	≤10				
В	> 10 – 15	Short Delays			
С	> 15 – 25				
D ·	> 25 – 35	Madarata Dalay			
E	> 35 – 50	Moderate Delay			
F	> 50	Long Delays			

Capacity analyses were performed for the 2017 existing traffic conditions, 2018 background traffic conditions, and 2018 build-out traffic conditions of development using the LOS reports generated by Synchro Version 9 software for the following intersections:

- Ocean Hwy (US 17) at Petigru Dr
- Petigru Dr at Waverly Rd
- Petigru Dr at Harrow Ln (adjacent shopping center and Beverage Store access)
- Ocean Hwy at existing Beverage Store driveway (location of proposed Access #1)
- Petigru Dr at proposed Access #2 (across from existing adjacent shopping center driveway)

Existing signal timing plans were obtained from SCDOT and used for the existing signalized intersections. The signal timing plans are included in the Appendix.

Capacity analysis reports generated by Synchro Version 9 software are included in the Appendix and are briefly summarized in the following subsections. Intersection volume development worksheets are also included in the Appendix.



7.1. Ocean Hwy (US 17) at Petigru Dr

Table 4 summarizes the LOS and control delay (seconds per vehicle) at the signalized intersection of Ocean Hwy (US 17) and Petigru Dr under year 2017 conditions, 2018 background conditions, and 2018 build-out conditions. The table also provides 95th percentile queues from Synchro and SimTraffic for each analysis year and scenario.

2017 Existing Conditions

Under 2017 existing conditions, the overall intersection currently operates at LOS B during the AM and PM peak hours. All approaches were found to have acceptable levels of service of LOS C or better during both peak hours. The greatest estimated queue for the intersection under existing conditions was found to occur for the US 17 westbound through movement, in which Synchro found a 95th percentile queue of 372 feet (SimTraffic estimates 289 feet) in the PM peak hour.

2018 Background Conditions

Under 2018 background conditions, the overall intersection is anticipated to operate at LOS B during both the AM and PM peak hours. All approaches were found to have a level of service of LOS C or better during both peak hours. The greatest estimated queue is anticipated to occur for the westbound through movement (on US 17), for which Synchro found a 95th percentile queue of 393 feet (SimTraffic estimates 298 feet) in the PM peak hour.

2018 Buildout Conditions

Under 2018 buildout conditions, the overall intersection currently operates at LOS B during both the AM and PM peak hours. All approaches were found to have a level of service of LOS C or better during both peak hours. The greatest estimated queue is anticipated to occur for the westbound through movement, for which Synchro found a queue of 477 feet (SimTraffic estimates 303 feet) in the PM peak hour.

Intersection Summary

Overall, the observed and anticipated levels of service at the intersection were found to be acceptable for all scenarios and peak hours analyzed. The longest queue estimated for the intersection (westbound through) is anticipated to increase approximately 84 feet (from Synchro results) between background conditions and buildout conditions. The existing storage lengths for the auxiliary turn lanes are not exceeded with the proposed development. It should be noted that no changes or modifications were made to the intersection signal timing between scenarios.

As no significant level of service or excessive queuing issues are anticipated for this intersection, there are no adverse impacts on the intersection as a result of project traffic and therefore no capacity improvements are recommended.

Ocean Hwy (US 17) at Petigru Dr NB (Alston Rd) EB (Ocean Hwy) SB (Petigru Dr) Condition Measure EBTR WBT WBR NBLTR SBLT AM Peak Hour LOS (Delay) A (6.2) B (16.7) C (26.5) C (27.5) B (12.3) 2017 Existing Synchro 95th Queue 23 196 17 345 6 34 62 26 SimTraffic 95th Queue 64 105 59 228 35 54 59 64 LOS (Delay) B (17.2) C (26.7) C (27.7) B (12.6) A (6.2) 2018 Background Synchro 95th Queue 7 10 135 4 251 0 27 0 SimTraffic 95th Queue 77 117 36 284 39 52 60 LOS (Delay) C (26.5) C (27.6) A (6.1) B (16.5) B (12.3) 2018 Buildout Synchro 95th Queue 17 17 27 34 74 25 SimTraffic 95th Queue 72 103 262 42 114 70 80 59 PM Peak Hour LOS (Delay) A (6.3) B (18.3) C (26.8) C (29.8) B (13.5) 2017 Existing Synchro 95th Queue 15 0 32 33 199 372 63 44 SimTraffic 95th Queue 73 103 63 289 28 61 81 LOS (Delay) C (30.0) A (6.4) B (18.9) C (26.9) B (13.8) 2018 Background Synchro 95th Queue 15 393 0 32 34 207 64 SimTraffic 95th Queue 74 113 63 298 33 59 82 83 LOS (Delay) A (6.5) B (19.3) C (27.1) C (30.6) B (14.4) Synchro 95th Queue 2018 Buildout 45 254 17 477 17 32 94 44 SimTraffic 95th Queue 74 112 62 303 50 61 96 81 Existing Storage: 180' 150' 370' 150'

Table 4: Ocean Hwy (US 17) at Petigru Dr Capacity and Queueing Analysis



7.2. Waverly Rd at Petigru Rd

Table 5 summarizes the LOS and control delay (seconds per vehicle) at the unsignalized intersection of Waverly Rd and Petigru Dr under year 2017 conditions, 2018 background conditions, and 2018 build-out conditions. The table also provides 95th percentile queues from Synchro and SimTraffic for each analysis year and scenario.

2017 Existing Conditions

Under 2017 existing conditions, the stop-controlled approach with the greatest delay (northeastbound) currently operates at LOS C during both the AM and PM peak hours.

2018 Background Conditions

Under 2018 background conditions, the stop-controlled approach with the greatest delay (northeastbound) currently operates at LOS C during both the AM and PM peak hours.

2018 Buildout Conditions

Under 2018 buildout conditions, the stop-controlled approach with the greatest delay (northeastbound) currently operates at LOS C during both the AM and PM peak hours.

Intersection Summary

Overall, this unsignalized intersection was found to operate with acceptable levels of service under existing conditions, and is anticipated to operate within acceptable levels of service under future background and future buildout conditions. Estimated existing and anticipated future queues were not found to be excessive.

As there are no estimated or anticipated adverse impacts associated with the addition of project traffic, no capacity improvements are recommended for this intersection.



Table 5: Waverly Rd at Petigru Rd Capacity and Oueueing Analysis

Waverly Rd at Petigru Dr									
		S/EB (Waverly Rd)	N/WB (Waverly Rd)	N/EB (Petigru Dr)	S/WB (Petigru Dr)				
Condition	Measure	S/EBLTR	N/WBLTR	N/EBLTR	S/WBLTR				
VI Peak Hour									
	LOS (Delay)	A (1.0)	A (0.4)	C (17.6)	C (15.5)				
2017 Existing	Synchro 95th Queue	0.1	0	1.1	0.7				
	SimTraffic 95th Queue	39	30	66	58				
	LOS (Delay)	A (1.0)	A (0.4)	C (18.1)	C (15.8)				
2018 Background	Synchro 95th Queue	0.1	1.2	1.2	0.8				
	SimT raffic 95th Queue	54	8	71	69				
	LOS (Delay)	A (1.0)	B (0.4)	C (18.1)	C (15.7)				
2018 Buildout	Synchro 95th Queue	0.1	0	1.2	0.8				
	SimT raffic 95th Queue	46	8	61	62				
M Peak Hour									
	LOS (Delay)	A (1.5)	A (0.7)	C (20.8)	C (17.1)				
2017 Existing	Synchro 95th Queue	0.1	0.1	1.6	1.5				
	SimTraffic 95th Queue	38	27	76	63				
2018 Background	LOS (Delay)	A (1.5)	A (0.7)	C (21.5)	C (17.6)				
	Synchro 95th Queue	0.1	0.1	1.6	1.6				
	SimTraffic 95th Queue	47	37	70	69				
	LOS (Delay)	A (1.5)	A (0.7)	C (22.2)	C (17.7)				
2018 Buildout	Synchro 95th Queue	1.6	0.1	1.8	1.6				
	SimTraffic 95th Queue	36	24	66	69				



7.3. Petigru Dr at Petigru Rd (Proposed Site Access #1)

Table 6 summarizes the LOS and control delay (seconds per vehicle) at the unsignalized intersection of Petigru Dr and Petigru Rd under year 2017 conditions, 2018 background conditions, and 2018 build-out conditions. The table also provides 95th percentile queues from Synchro and SimTraffic for each analysis year and scenario. This intersection currently includes the adjacent shopping center access at the westbound approach, and is proposed to provide access to the new grocery development as a new eastbound approach to the intersection.

2017 Existing Conditions

Under 2017 existing conditions, the westbound stop-controlled approach currently operates at LOS A during the AM peak hour, and LOS B during the PM peak hour.

2018 Background Conditions

Under 2018 background conditions, the westbound stop-controlled approach is anticipated to operate at LOS A during the AM peak hour, and LOS B during the PM peak hour.

2018 Buildout Conditions

Under 2018 background conditions, the stop-controlled approach with the greatest delay (westbound) is anticipated to operate at LOS B during both the AM and PM peak hours. The proposed eastbound approach at the intersection was assumed to have a shared through/left turn lane, and a right turn lane, and is anticipated to operate at LOS A during both the AM and PM peak hours with a maximum 95th percentile queue of 49 feet in the PM peak hour.

Intersection Summary

Overall, the intersection is estimated to operate within acceptable levels of service for the existing conditions, and is anticipated to operate within acceptable levels of service for the future scenarios. All scenarios are estimated to operate acceptably and with minimal queuing.

As no adverse impacts are anticipated as a result of project traffic, there are no recommended capacity improvements for this intersection.



Table 6: Petigru Dr at Petigru Rd Capacity and Queueing Analysis

	Petigru Dr at Pe	tigru Rd (Pr	oposed S	ite Access #2)		
Condition	Measure	EB (Proposed)		WB (Petigru Dr)	NB (Petigru Rd)	SB (Petigru Rd)
		EBLT	EBR	WBLTR	NBLTR	SBLTR
VI Peak Hour						
	LOS (Delay)			A (9.6)	A (0.0)	A (0.9)
2017 Existing	Synchro 95th Queue	N,	/A	0.1	0	0
	SimTraffic 95th Queue			44	0	11
	LOS (Delay)			A (9.6)	A (0.0)	A (0.9)
2018 Background	Synchro 95th Queue	N,	/A	0	0.1	0
	SimTraffic 95th Queue			44	0	13
	LOS (Delay)	A (9.2)		B (10.2)	A (1.8)	A (0.9)
2018 Buildout	Synchro 95th Queue	0	0.1	0.1	0.1	0
	SimTraffic 95th Queue	8	39	43	10	7
l Peak Hour						
	LOS (Delay)			B (10.2)	A (0.0)	A (1.7)
2017 Existing	Synchro 95th Queue	N/A		0.3	0	0.1
	SimTraffic 95th Queue			50	0	19
	LOS (Delay)	N/A		B (10.5)	A (0.0)	A (1.7)
2018 Background	Synchro 95th Queue			0.3	0	0.1
	SimTraffic 95th Queue			45	0	23
	LOS (Delay)	A (9.3)		B (12.1)	A (2.3)	A (1.6)
2018 Buildout	Synchro 95th Queue	0.2	0	0.4	0.1	0.1
	SimTraffic 95th Queue	18	49	59	12	21



7.4. Existing Beverage Store Driveway (Proposed Shared Access #2) at Ocean Hwy (US 17)

Table 7 summarizes the LOS and control delay (seconds per vehicle) at the unsignalized intersection of the existing Beverage Store driveway at Ocean Hwy (US 17) under year 2017 conditions, 2018 background conditions, and 2018 build-out conditions. The table also provides 95th percentile queues from Synchro and SimTraffic for each analysis year and scenario. This intersection currently provides access to the Beverage Store adjacent to the proposed grocery development. Upon buildout of the grocery development, it is proposed that this existing access be converted to a shared access for use with both properties.

2017 Existing Conditions

Under 2017 existing conditions, the southbound stop-controlled approach currently operates at LOS A during the AM peak hour (no southbound vehicles observed during data collection) and LOS C during the PM peak hour. The 95^{th} percentile queue estimated for the stop-controlled southbound approach during the PM peak hour was 24 feet. The eastbound left turn movement (for entering the driveway from Ocean Hwy) was estimated to have a 95^{th} percentile queue of 24 feet in the PM peak hour.

2018 Background Conditions

Under 2018 background conditions, the southbound stop-controlled approach is anticipated to operate at LOS A during the AM peak hour, and LOS C during the PM peak hour. The 95th percentile queue estimated for the stop-controlled southbound approach during the PM peak hour was 25 feet. The eastbound left queue was estimated to have a 95th percentile queue of 23 feet in the PM peak hour.

2018 Buildout Conditions

Under 2018 background conditions, the southbound stop-controlled approach is anticipated to operate at LOS C during the AM peak hour, and LOS D during the PM peak hour. The anticipated southbound 95th percentile queues are 31 feet for the southbound right movement and 23 feet for southbound left movement in the AM peak hour, and for the PM peak hour the 95th percentile queues are 127 feet for the southbound left movement and 77 feet for the southbound right movement. The eastbound left turning movement 95th percentile queue is anticipated to be 39 feet in the AM peak hour, and 76 feet in the PM peak hour.



Table 7: Ocean Hwy (US 17) at Proposed Shared Access Capacity and Queueing Analysis

Ocea	an Hwy (US 17) at Beverage St	ore Drivewa	y (Proposi	ed New Sha	red Acces	s)		
	Measure	EB (Oce	EB (Ocean Hwy)		WB (Ocean Hwy)		SB (Shared Dwy	
Condition		EBL	EBT	WBT	WBR	SBL	SBR	
M Peak Hour								
	LOS (Delay)	A (0.0)		Α(A (0.0)		A (0.0)	
2017 Existing	Synchro 95th Queue	0	0	0	0	0	0	
-	SimTraffic 95th Queue	0	128	12	0	0	0	
	LOS (Delay)	A (0.0) A (0.0)		A (0.0)				
2018 Background	Synchro 95th Queue	0	0	0	0	0	0	
***	SimTraffic 95th Queue	0	102	84	0	0	0	
2018 Buildout	LOS (Delay)	A (0.3) A (0.0)		C (18.2)				
	Synchro 95th Queue	0.2	0	0	0	0.1	0.2	
	SimTraffic 95th Queue	39	146	8	0	23	31	
M Peak Hour								
	LOS (Delay)	A (0.1)		A (0.0)		C (15.6)		
2017 Existing	Synchro 95th Queue	0.1	0	0	0	0	0.1	
100	SimTraffic 95th Queue	24	110	18	0	0	24	
	LOS (Delay)	A (0.1)		A (0.0)		C (15.9)		
2018 Background	Synchro 95th Queue	0.1	0	0	0	0	0.1	
	SimTraffic 95th Queue	23	179	9	14	0	25	
	LOS (Delay)	A (0.8)		A (0.0)		D (32.0)		
2018 Buildout	Synchro 95th Queue	0.7	0	0	0	1.7	1	
	SimTraffic 95th Queue	76	203	38	0	127	77	



8. Conclusion

The development is expected to be completed (built-out) in year 2018 and will be accessed via the following driveways:

- The existing full-access driveway on Ocean Hwy (US 17) for the adjacent beverage store will be modified for use as a shared access with the proposed grocery development
- One (1) proposed full-access driveway on Petigru Dr across from the existing shopping center access east of the site

Based on the results of the analyses contained within the report, no adverse impacts are anticipated as a result of the proposed development, and therefore, no capacity improvements are proposed to accommodate 2018 build-out traffic conditions.

As the eastbound left turn lane storage appears to provide sufficient queue storage along Ocean Hwy (US 17) at the intersections with Petigru Dr and the proposed shared access with the Beverage Store, we recommend a modification of the pavement markings at the transition from the two-way left-turn lane (TWLTL) to the exclusive eastbound left-turn storage. The current configuration includes a double solid-yellow reverse curve marking at the turn-lane taper. It is our recommendation to remove the reverse curve and have the TWLTL terminate into the exclusive eastbound left-turn storage, thus providing additional queue storage. A graphical representation of the recommended pavement marking configuration is included in Figure 3B-7 of the 2009 Manual on Uniform Traffic Control Devices (MUTCD). A copy of this figure is included in the Appendix.

Item Number: 12.c

Meeting Date: 8/22/2017

Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-21 - To rezone approximately one acre of property located at Beaumont Drive, TMS # 04-0164-004-01-00, from the True Blue Planned Development (PD) to Forest Agriculture (FA)

A request from Jonathan Yates for TowerCo as agent for Georgetown County to rezone approximately 1 acre from the True Blue Planned Development (PD) to Forest Agriculture (FA). The property is located at 112 Beaumont Drive in Pawleys Island. TMS # 04-0164-004-01-00. Case Number REZ 6-17-18435.

CURRENT STATUS:

The property is currently zoned as part of the True Blue Planned Development (PD).

POINTS TO CONSIDER:

- 1. The property is located at 112 Beaumont Avenue and is currently the site of the Midway Fire Rescue Station #81.
- 2. The property is surrounded by General Commercial (GC) zoning to the south and southwest. The True Blue PD is located immediately to the north and Forest and Agriculture (FA) is located to the northwest across Beaumont Drive.
- 3. The applicant proposes this rezoning to accommodate a proposed communication facility to be located on site. If the rezoning is approved, the parcel will be subject to the FA zoning requirements and approved uses. The applicant will have to return to the Planning Commission for site approval of a communications tower.
- 4. The Future Land Use Map designates this tract and surrounding tracts to the south as Commercial. The True Blue PD is designated as high density residential and the tracts located to the west and northwest are designated as low density residential.
- 5. Staff recommended approval for the proposed rezoning from PD to FA.
- 6. The Planning Commission held a public hearing at their July 20, 2017 meeting. No one but the applicant came forward to speak. The Commission voted 7 to 0 to recommend approval.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

- 1. Approve as recommended by PC
- 2. Deny request
- 3. Defer for further information
- 4. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

•

Yes

ATTACHMENTS:

Description

- Ordinance No. 2017-21
- □ TowerCo rezoning attachments

Туре

Ordinance

Backup Material

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN	ORDINANCE NO: 2017-21
GEORGETOWN COUNTY, APPROXIMATELY ONE ACR PAWLEYS ISLAND, FURTHI	END THE OFFICIAL ZONING MAP OF SOUTH CAROLINA TO REZONE E LOCATED AT 112 BEAUMONT DRIVE IN ER IDENTIFIED AS TMS 04-0164-004-01-00 NNED DEVELOPMENT (PD) TO FOREST AND
	THE COUNTY COUNCIL MEMBERS OF COUNTY COUNCIL ASSEMBLED:
identified as Tax Map Parcel	d at 112 Beaumont Drive in Pawleys Island, further 04-0164-004-01-00 from the True Blue Planned griculture (FA) as shown as the attached map.
DONE, RATIFIED AND ADOPT	TED THIS, 2017.
	Johnny Morant (Seal)
	Chairman, Georgetown County Council
ATTEST:	
Theresa Floyd Clerk to Council	
This Ordinance, No. 2017-21, has beform and legality.	been reviewed by me and is hereby approved as to
·· · · · · · · · · · · · · · · · · · ·	
	Wesley Bryant Georgetown County Attorney

First Reading:	
Second Reading:	
Third Reading:	



129 Screven St. Suite 222 Post Office Drawer 421270 Georgetown, S. C. 29440

Phone: 843-545-3158 Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE A	APPLICANT IS REQUESTING: (Indicate one)
(X)	A change in the Zoning Map.
()	A change in the Zoning Text.
The fe	ollowing information must be provided for either request:
Prope	rty Information that you area requesting the change to:
	Tax Map (TMS) Number: 04-0164-004-01-00
	Street Address: 112 Beaumont Drive
	City / State / Zip Code: Pawleys Island, SC 29585
	Lot Dimensions/ Lot Area:
	Plat Book / Page:
	Current Zoning Classification: PUD
	Proposed Zoning Classification: FA

Property Owner of Record:
Name: Georgetown County
Address: P.O. Drawer 421270
City/ State/ Zip Code: Georgetown, SC 29442
Telephone/Fax Numbers: 843-545-3194
E-mail: wbryant@gtcounty.org
Signature of Owner / Date:
I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.
Agent of Owner:
Name: Jonathan L. Yates for TowerCo
Address: 105 Broad Street, Third Floor
City / State / Zip Code: Charleston, SC 29401
Telephone/Fax: 843-414-9754
E-mail: jly@hellmanyates.com
Signature of Agent/ Date: Junion Z July 5/31/2017
Signature of Property Owner.
Contact Information:
Name: Kyra Rooney
Address: 105 Broad Street, Third Floor
Phone / E-mail: 843-414-9746

Please pro	vide the	following	information
------------	----------	-----------	-------------

- 1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
- 2. Please explain the rezoning request for this property.

TowerCo proposes this rezoning from a PUD district to a FA district to accommodate a proposed communications facility to be located on the site.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications

\$250.00

Text Amendments

\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within Four Hundred Feet (400) of the subject property. The following return address must appear on the

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this completed application and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

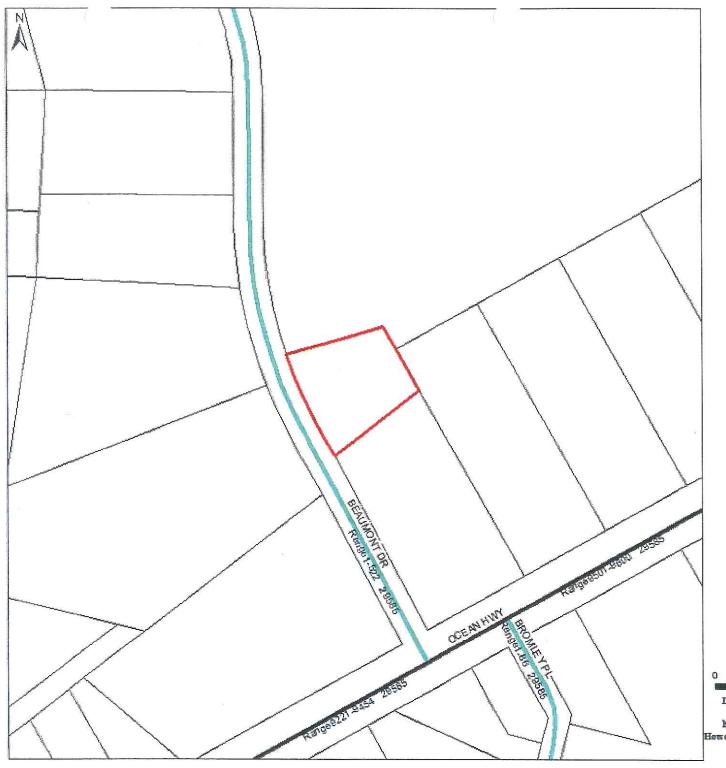
B & R PLAYER LTD LIABILITY CO 483 Ocean Hwy Pawleys Island SC, 29585 04-0164-003-00-00 PEACEMAKER HOLDINGS LP 545 WALLACE PATE DRIVE GEORGETOWN SC, 29440 04-0100-001-00-00

PONDEROSA INC 380 Kings River Rd Myrtle Beach SC, 29577 04-0100-001-00-00 GILFILLIN INVESTMENTS LLC 57 Beaumont Dr Pawleys Island, SC 29585 04-0203A-021-00-00

KJERSGAARD DENIS I 191 BEAUMONT DR Pawleys Island SC, 29585 04-0203A-020-00-00 SCURRY HERMAN D 28 TRUE BLUE DR Pawleys Island, SC 29585 04-0203A-022-00-00

BLUE OVAL INVESTMENTS LLC 483 Ocean Hwy Pawleys Island, SC 29585 04-0164-005-00-00

CATSON LLC 2121 DEERFIELD AVE SURFSIDE BEACH, SC 29575 04-0164-002-00-00



Georgetown Coun Property Location REZ 6-17-18435

Legend

Streets

--- <all other values>

MaintainedBy

County

Private

State

Georgetown County

Lot Lines

—⊢ Railroads

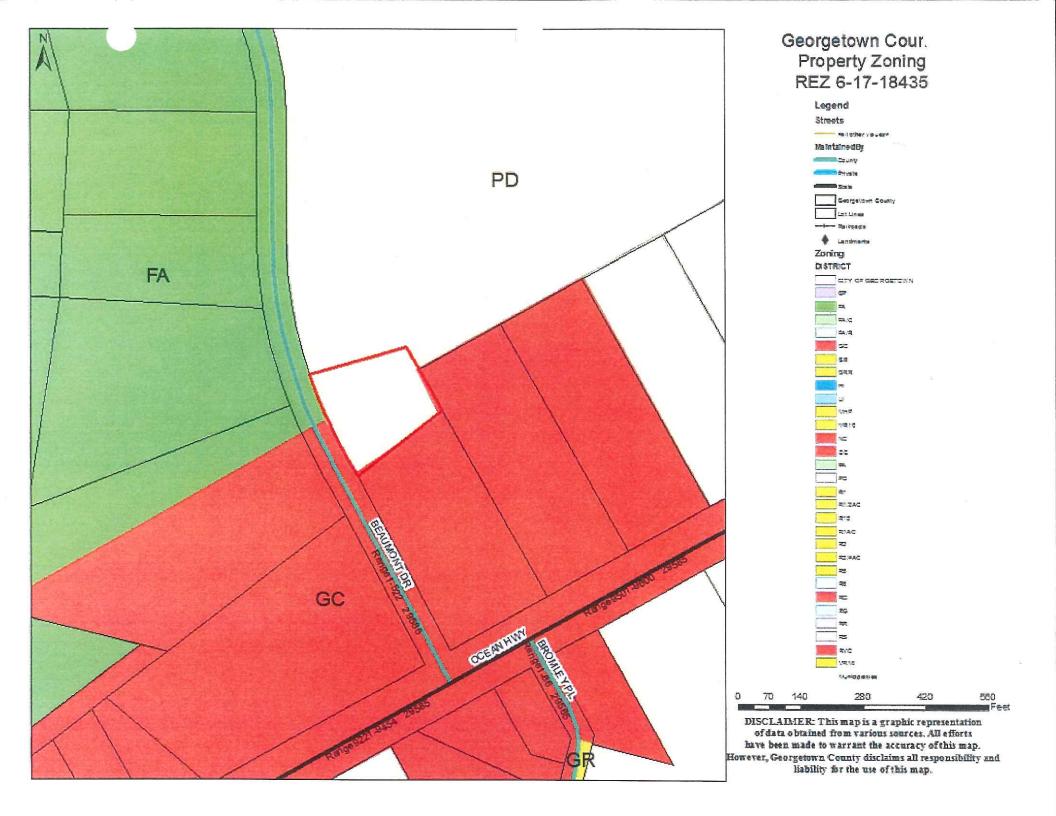
Landmarks

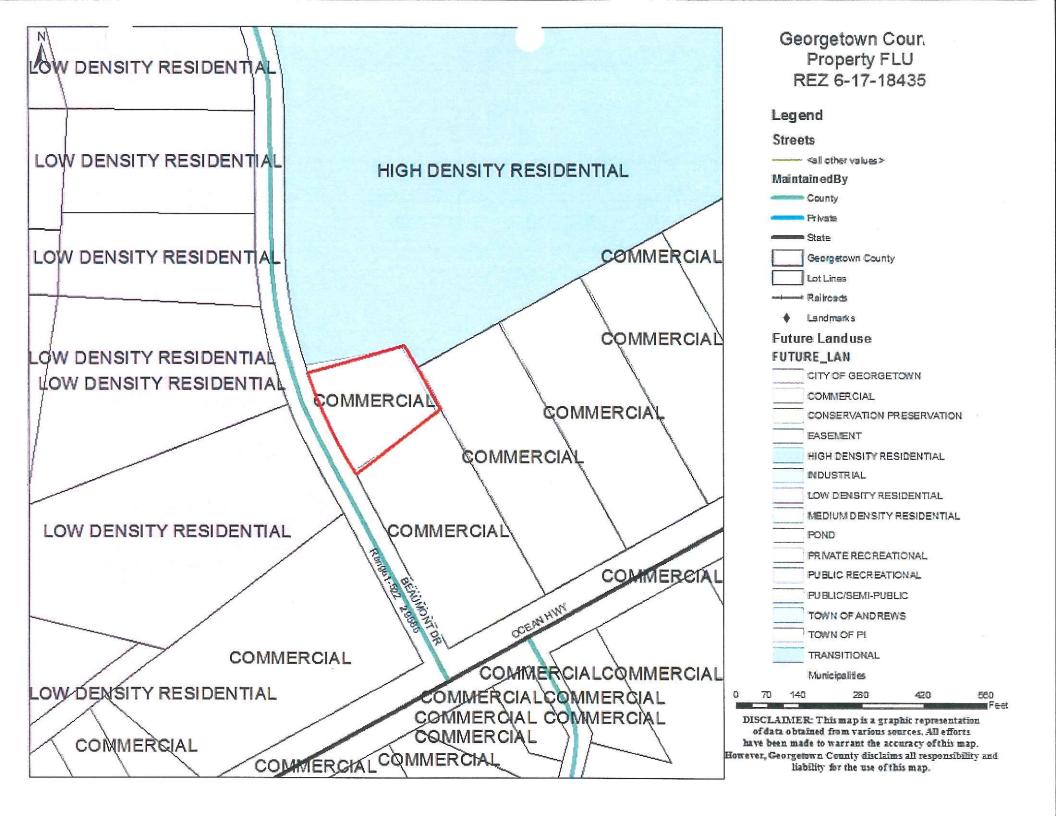
Municipalities

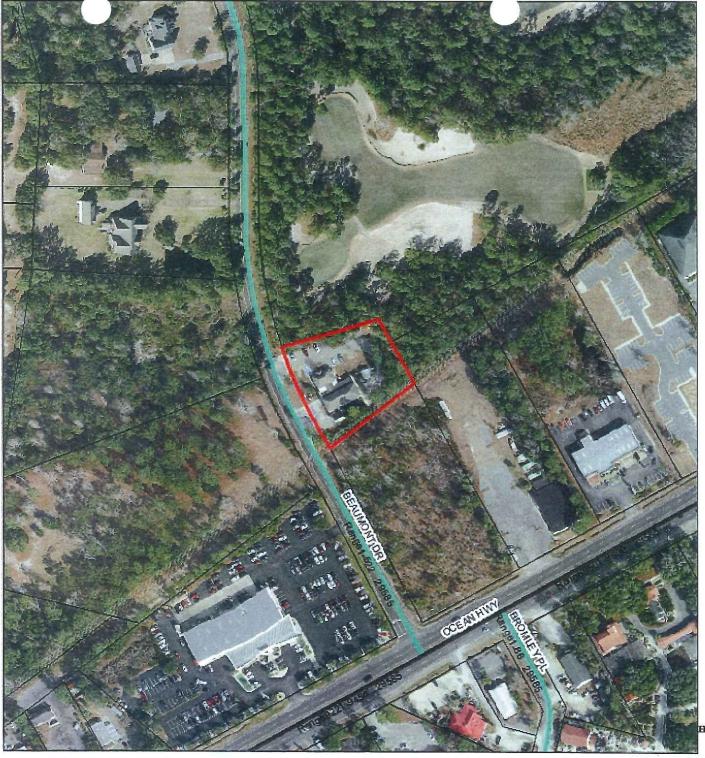
0 70 140 280 420 580 Feet

DISCLAIMER: This map is a graphic representation

of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.







Georgetown Coun Property Aerial REZ 6-17-18435

Legend Streets

---- <all other values>

MaintainedBy

---- County

Private

State

Georgetown County

Lot Lines

Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

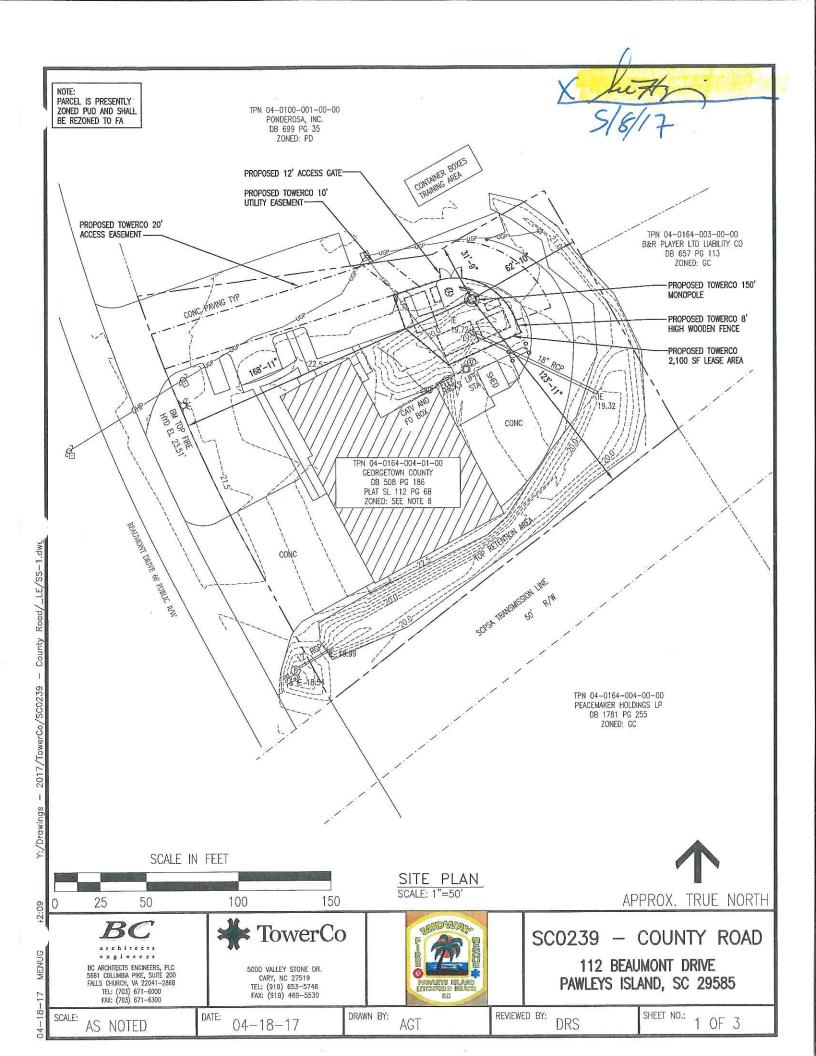
Green: Band_2

Blue: Band_3

Municipalities

0 70 140 280 420 560 F66

DISCLAIMER: This map is a graphic representation of data obtained from various sources, All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



FILED BETTY L. WILLIAMS CCCP & GS TO: GEORGETOWN COUNTY I HEREBY CERTIFY THAT THIS MAP AND THE FIELD SURVEY ON WHICH IT IS BASED, TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF AND IN MY 93 MAR - 1 PM 4: 30 PROFESSIONAL OPINION, COMPLIES WITH THE REQUIREMENTS FOR A (CLASS A) SINCEPORGETOWN COUNTY. S.C. URBAN LAND SURVEY AS SET FORTH IN THE "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA" CODE OF REGULATIONS, CHAPTER 49, ARTICLE 3, RULES 49-20 oyce c Hansen TRUE BLUE PLANTATION $\Delta = 9.02'38''$ RIVER ROAD, INC. THROUGH 49-29, AS AMENDED. I FURTHER R=987.00 CERTIFY THAT, THE AREA WAS DETERMINED
BY THE DORONATE CROSS MULTIPLICATION
METHODOF ON CLASTICAL MINESS MY
HAND THE SEAL THIS THE DAY OF DECEMBER A = 155.79CH=N 23' 37' 59"W I.P.S. 155.63 VICINITY MAP SCALE 1" = 2 miles *I.P.S*. ₪ I.P.S. N 60" 44" 52" E THE MAP AND FRED SURVEY WERE MADE FOR THE EXCHANGE USE OF THE PERSON, HERSONS OR EMPTY NAMED IN THE CERTIFICATION HEREON SAID CERTIFICATION ROAD 8∕¥ N 60° 43' 02" E DOES NOT EXTEND OR TRANSFER TO ANY WACCAMAW UNNAMED PERSON, PERSONS, OR ENTITY 417.99 I.P.F. WITHOUT AN EXPRESSED RE-CERTIFICATION ,99 BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY. 1.000 AC.± N/F WILL D. PLAYER CERTIFICATE OF APPROVAL FOR RECORDING LEGEND I hereby certify that the subdivision plat shown here has new found to comply with the Subdivision Regulations for Resigning IRON PIPE SET County, South Carolina, with the exception of such variances or who IRON PIPE FOUND as are noted in the minutes of the Planning Commission and that has been approved for recording in the office of the Clerk of Court I.P.S. SCPSA TRANSMISSION LINE Chairman, Planning Commission SURVEY OF REF. MAP ENTITLED "WETLANDS SURVEY APPROX. 450' TO U.S. HWY. 17 1.P.S. OF TRUE BLUE PLANTATION FOR RIVER PROPOSED MIDWAY FIRE ROAD, INC." DATED JULY 25, 1989 BY DEPARTMENT SITE THIS OFFICE. GEORGETOWN COUNTY PAWLEYS ISLAND TOWNSHIP 7 GEORGETOWN COUNTY SOUTH CAROLINA RIVER ROAD, INC. SCALE 1" =50 FEET SEPT. 29, 1992 1) TAX MAP NO.: (PARENT) 4-415-4 SURVEYED AND MAPPED BY 2) DATE OF FIELD SURVEY: SEPT 23, 1992 SUR-TECH, INCORPORATED MURRELLS INLET, GEORGETOWN COUNTY 3) THIS AREA IS LOCATED IN FLOOD "X" AS SHOWN ON PANEL NO. 450085 0267 D DATED MARCH 16, 1989 NATIONAL FLOOD SOUTH CAROLINA 29576 INSURANCE PROGRAM FLOOD INSURANCE 803-651-8656 RATE MAP.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Jonathan Yates for TowerCo as agent for Georgetown County to rezone approximately 1 acre from the True Blue Planned Development (PD) to Forest Agriculture (FA). The property is located at 112 Beaumont Drive in Pawleys Island. TMS# 04-0164-004-01-00. Case Number REZ-6-17-18435.

The Planning Commission will be reviewing this request on Thursday, July 20, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 12.d Meeting Date: 8/22/2017

Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-22 - An Ordinance to declare a surplus a portion of a tract of property known as TMS #02-1010-005-00-00 and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance, as amended".

CURRENT STATUS:

First Reading by Title

Item Number: 14.a Meeting Date: 8/22/2017 Item Type: BIDS

AGENDA REQUEST FORM

GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement No. 17-036, Architectural and Engineering Services (A&E) for the Andrews Regional Recreation Center

CURRENT STATUS:

- 1) In the November 09, 2010 regular session of County Council, award was made to SGA Architecture LLC for an AIA Contract for the schematic design, design development, construction documents, bidding and/or construction administration services that included the Waccamaw Regional Recreation Center, off Parkersville Road, in the Litchfield community.
- 2) The Parks and Recreation Department and the community were pleased with the facility, and in the September 08, 2015 regular session of County Council, award was approved to replicate the structure on the site of the Northwest Regional Recreation Center at Choppee, again utilizing an AIA Contract to SGA Architecture, LLC.
- 3) The County is ready to begin the bidding and construction of the Andrews Recreation Center, which will be placed on the Old Andrew High School site, previously cleared by demolition. The facility will house a flexible recreation center facility which will again substantially replicate the Waccamaw and Northwest facilities.

POINTS TO CONSIDER:

- 1) The Andrews Regional Recreation Center will be located within the area bounded by West Alder Street, South Maple Avenue, South Cedar Avenue and West Martin Luther King Road (TMS #06-0010-002-00-00), Andrews, SC 29510. See Exhibit B in the AIA Contract as proposed.
- 2) By utilizing an existing vetted design which will only require modifications for the differing topographical conditions of the new site, and any programmatic changes directed by the County, there is a savings on design and engineering fees, as opposed to beginning the entire process from the beginning.
- 3) The new facility will house a flexible recreation center facility containing sufficient square footage to include the following components:
- · Porte Cochère, or other covered main entrance
- One full basketball court / two half courts / two volleyball courts
- Walking Track
- Shuffleboard
- Climbing Wall
- Aerobics Room
- Cardio / Weight Room
- · Locker / restroom facilities

- Catering (Warming) Kitchen / Concession Area
- Vending A
- · Community Program Space
- Administrative Office Space
- Virtual Golf/Game Space
- Appropriate storage for facility supplies and recreational equipment
- Mechanical and electrical room
- Parking, drainage, pavement and utility improvements as required for facility
- Landscaping
- 4) Construction by a qualified general contractor will be solicited and awarded under a separate Request for Bids.
- 5) The architect, as further incentive to the County, has provided a lump sum cost to the County for the Basic Services as described under Article 3 of the contract at a not-to-exceed cost of Two Hundred, Four Thousand dollars (\$204,000.00). See AIA Document, Article 11, Compensation.

FINANCIAL IMPACT:

This project is a part of the County's Capital Improvement Plan (CIP) and is funded in 79027.3010. The Architect's services will fall under G/L 50431, "Other Professional Services", and is fully funded.

OPTIONS:

1) Approve an AIA agreement for A&E services for the Andrews Regional Recreation Center, as negotiated by the Director of Parks and Recreation and the County Administrator, as an extension of the original award (Procurement #10-088) at a not to exceed cost of \$204,000.00; OR 2) Decline to make an award.

STAFF RECOMMENDATIONS:

Staff believes it is in the County's best interest to make use of the existing design and engineering criteria for the development of the Andrews Regional Recreation Center, and recommends approval of the AIA Document, as proposed, at a cost of \$204,000.00.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description Type

GIS Aerial Site PhotoProposed AIA Document to SGA ArchitectureBackup MaterialBackup Material





Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of March in the year Two Thousand Fifteen (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Georgetown County, SC 716 Prince Street Georgetown, SC 29440 Telephone Number: 843-545-3006

Fax Number: 843-545-3121

and the Architect: (Name, legal status, address and other information)

SGA Architecture, LLC (SGA) P.O. Box 1859 Pawleys Island, SC 29585 Telephone Number: 843-237-3421 Fax Number: 843-237-1992

for the following Project: (Name, location and detailed description)

Andrews Regional Recreation Center

Work will entail site design and adaptation of the previously designed Northwest Regional Recreation Center (NWRRC) to be located on a site in Andrews, SC (see attached master plan – Exhibit B), The scope of services for this project will include a new recreation center (Approximately 24,000 +/- SF) which, is programmed for a gymnasium, senior center, fitness facilities, community and meeting space, locker rooms, restrooms, office and storage space. Additionally all necessary site utilities, parking, landscaping, signage and irrigation will be included to support the facilities. The Andrews Regional Recreation facility, unlike the NWRRC, will not include an emergency generator space. For purposes of this proposal, it is assumed that the building orientation and entrance will be the same as shown on the master plan, Exhibit B.

The design and construction documents will involve adapting the design and plans originally completed for Northwest Regional Recreational Center prepared by SGA Architecture. Changes included eliminating the emergency generator and related space.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

N/A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Undetermined

.2 Substantial Completion date:

Undetermined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

User Notes:

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- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per occurrence; \$3,000,000 per aggregate

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$100,000 each accident each employee; \$500,000 policy limit

.4 Professional Liability

\$1,000,000 per claim; \$2,000,000 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Civil engineering services for stormwater design, parking and roadway design, and building services shall be provided for the area shown on Exhibit B. Services not set forth in this Article 3 are Additional Services.

- § 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.



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- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.
- § 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

(Paragraphs deleted)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of a site plan, if appropriate, and preliminary building plans.

(Paragraphs deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.



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§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM_2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.



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- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- § 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,



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techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

- § 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

- § 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.



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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming (B202 TM –2009)	Owner	
§ 4.1.2	Multiple preliminary designs	NP	
§ 4.1.3	Measured drawings	NP	
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203 TM –2007)	NP	
§ 4.1.6	Building Information Modeling (E202 TM — 2008)	NP	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252 TM –2007)	NP	
§ 4.1.10	Value Analysis (B204 TM _2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site Project Representation (B207 TM –2008)	NP	
§ 4.1.13	Conformed construction documents	NP	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210TM_2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	NP	
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206 TM _ 2007)	NP	
§ 4.1.22	Commissioning (B211TM_2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2012)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205 TM –2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253 TM –2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.



- § 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner:
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of bidders or persons providing proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs deleted)

- § 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 Two (2) inspections for any portion of the Work to determine final completion
- § 4.3.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- § 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



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- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- § 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.
- § 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot



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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.
- § 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - give written approval of an increase in the budget for the Cost of the Work; .1
 - authorize rebidding or renegotiating of the Project within a reasonable time; .2
 - terminate in accordance with Section 9.5;
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce .4 the Cost of the Work; or
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.



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- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES § 8.1 GENERAL

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:



User Notes:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[]	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

§ 8.3 ARBITRATION

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.



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- § 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.
- § 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.
- § 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- § 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Two hundred four thousand dollars (\$204,000)



User Notes:

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional services shall be charged at the Architect's standard rates, or as mutually agreed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Additional services shall be charged at the Architect's standard rates, or as mutually agreed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and fifteen hundredths percent (1.15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Zero	percent (0	%)
Construction Documents Phase	Twenty	percent (20	%)
Bidding or Negotiation Phase	Ten	percent (10	%)
Construction Phase	Sixty	percent (60	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Exhibit A



User Notes:

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and fifteen hundredths percent (1.15 %) of the expenses incurred.

8 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Twenty thousand dollars (\$20,000)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

(insert rate of monthly or annual interest agreed upo

1.00 % monthly

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Init.

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§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Work will include site engineering and related permit submittal documents. Attached Exhibit B shows the limits of the related work.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101TM_2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201TM–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

*Exhibit A - SGA Standard Rate Sheet

*Exhibit B - Site map showing project limits

This Agreement entered into as of the day and year	first written above.
OWNER	ARCHITECT
(Signature)	(Signature)
Johnny Morant, County Council Chair	Steven W. Goggans, Principal, SGA Architecture
(Printed name and title)	(Printed name and title)



EXHIBIT A

SGA ARCHITECTURE PROFESSIONAL SERVICES ON A TIME & EXPENSE BASIS STANDARD HOURLY RATE SHEET EFFECTIVE 03/01/2017

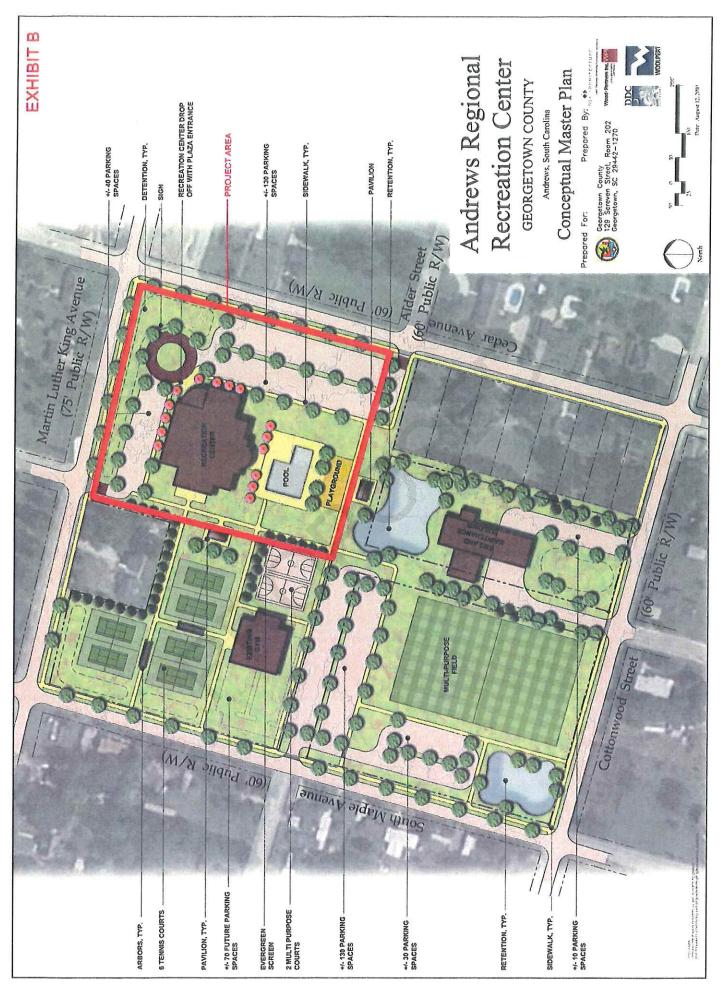
SGA Architecture provides service on a time and expense basis as follows:

- 1. This basis includes allowance for direct and non-salary expenses. It also provides for services we may subcontract to others.
- 2. Direct salary expenses are based upon our payroll costs. The payroll costs include the costs of insurance and medical benefits.

The current charge-out rates for each skill and position are as follows:

	MAXIMUM HOURLY
POSITION	CHARGE OUT RATE
SENIOR PRINCIPAL	\$200.00
MANAGING PRINCIPAL	\$180.00
DESIGN PRINCIPAL	\$175.00
ASSOCIATE PRINCIPAL/STUDIO MANAGER	\$160.00
ASSOCIATE PROJECT MANAGER / PLANNER LA	\$150.00
LANDSCAPE ARCHITECT / PLANNER III	\$130.00
LANDSCAPE ARCHITECT / PLANNER II	\$120.00
LANDSCAPE ARCHITECT / PLANNER I	\$110.00
INTERN LANDSCAPE ARCHITECT III	\$105.00
INTERN LANDSCAPE ARCHITECT II	\$ 95.00
INTERN LANDSCAPE ARCHITECT I	\$ 85.00
ASSOCIATE/PROJECT MANAGER/ARCHITECT	\$150.00
PROJECT ARCHITECT III	\$130.00
PROJECT ARCHITECT II	\$120.00
ARCHITECT I	\$110.00
INTERN ARCHITECT III	\$105.00
INTERN ARCHITECT II	\$ 95.00
INTERN ARCHITECT I	\$ 80.00
ASSOCIATE/PROJECT MANAGER / INTERIOR DESIGNER	\$150.00
INTERIOR DESIGNER III	\$130.00
INTERIOR DESIGNER II	\$120.00
INTERIOR DESIGNER I	\$110.00
INTERN INTERIOR DESIGNER	\$ 95.00
ADMINISTRATIVE/CLERICAL	\$ 80.00





Additions and Deletions Report for

AIA® Document B101™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Tenth day of March in the year Two Thousand Fifteen

Georgetown County, SC 716 Prince Street Georgetown, SC 29440 Telephone Number: 843-545-3006 Fax Number: 843-545-3121

SGA Architecture, LLC (SGA)
P.O. Box 1859
Pawleys Island, SC 29585
Telephone Number: 843-237-3421
Fax Number: 843-237-1992

Andrews Regional Recreation Center

Work will entail site design and adaptation of the previously designed Northwest Regional Recreation Center (NWRRC) to be located on a site in Andrews, SC (see attached master plan – Exhibit B). The scope of services for this project will include a new recreation center (Approximately 24,000 +/- SF) which, is programmed for a gymnasium, senior center, fitness facilities, community and meeting space, locker rooms, restrooms, office and storage space. Additionally all necessary site utilities, parking, landscaping, signage and irrigation will be included to support the facilities. The Andrews Regional Recreation facility, unlike the NWRRC, will not include an emergency generator space. For purposes of this proposal, it is assumed that the building orientation and entrance will be the same as shown on the master plan, Exhibit B.

The design and construction documents will involve adapting the design and plans originally completed for Northwest Regional Recreational Center prepared by SGA Architecture. Changes included eliminating the emergency generator and related space.

PAGE 2

N/A

Undetermined

Undetermined

PAGE 3

\$1,000,000 per occurrence; \$3,000,000 per aggregate

\$1,000,000

\$100,000 each accident each employee; \$500,000 policy limit

\$1,000,000 per claim; \$2,000,000 annual aggregate

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Civil engineering services for stormwater design, parking and roadway design, and building services shall be provided for the area shown on Exhibit B. Services not set forth in this Article 3 are Additional Services.

PAGE 4

- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing plans.
- § 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 8

Addition	al Services	Responsibility (Architect, Owner or Not-or Not_Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming (B202 TM _2009)	Owner	
§ 4.1.2	Multiple preliminary designs	NP	
§ 4.1.3	Measured drawings	NP	
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203 TM -2007)	<u>NP</u>	
§ 4.1.6	Building Information Modeling (E202 TM _ 2008)	<u>NP</u>	

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§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252 [™] –2007)	<u>NP</u>	
§ 4.1.10	Value Analysis (B204TM_2007)	<u>NP</u>	
§ 4.1.11	Detailed cost estimating	<u>NP</u>	
§ 4.1.12	On-site Project Representation (B207 TM –2008)	<u>NP</u>	
§ 4.1.13	Conformed construction documents	<u>NP</u>	
§ 4.1.14	As-Designed Record drawings	<u>NP</u>	
§ 4.1.15	As-Constructed Record drawings	<u>NP</u>	
§ 4.1.16	Post occupancy evaluation	<u>NP</u>	
§ 4.1.17	Facility Support Services (B210 [™] –2007)	<u>NP</u>	
§ 4.1.18	Tenant-related services	<u>NP</u>	1
§ 4.1.19	Coordination of Owner's consultants	<u>NP</u>	
§ 4.1.20	Telecommunications/data design	<u>NP</u>	
§ 4.1.21	Security Evaluation and Planning (B206 TM — 2007)	<u>NP</u>	
§ 4.1.22	Commissioning (B211 TM _2007)	<u>NP</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>NP</u>	
§ 4.1.24	LEED® Certification (B214TM_2012)	<u>NP</u>	
§ 4.1.25	Fast-track design services	<u>NP</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>NP</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253 TM –2007)	<u>NP</u>	

N/A

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- A Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect:
- Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 (—Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within <u>Thirty-six</u> (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

[X] Litigation in a court of competent jurisdiction

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

PAGE 14

Two hundred four thousand dollars (\$204,000)

PAGE 15

Additional services shall be charged at the Architect's standard rates, or as mutually agreed.

Additional services shall be charged at the Architect's standard rates, or as mutually agreed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and fifteen hundredths percent (1.15%), or as otherwise stated below:

Schematic Design Phase \underline{Ten} percent ($\underline{10}$ %)Design Development Phase \underline{Zero} percent ($\underline{0}$ %)Construction Documents \underline{Twenty} percent ($\underline{20}$ %)

Phase

Bidding or Negotiation Phase Construction Phase	<u>Ten</u> <u>Sixty</u>	percent (10 60	%) %)

See Attached Exhibit A				
Employee or Category	Rate			

PAGE 16

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and fifteen hundredths percent (1.15%) of the expenses incurred.

Twenty thousand dollars (\$20,000)

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.00 % monthly

PAGE 17

Work will include site engineering and related permit submittal documents. Attached Exhibit B shows the limits of the related work.

*Exhibit A - SGA Standard Rate Sheet

*Exhibit B - Site map showing project limits

Johnny Morant, County Council Chair

Steven W. Goggans, Principal, SGA Architecture

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:30 on 08/14/2017 under Order No. 3534219099 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM -2007, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Item Number: 15.a

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Presentation of winners of the county's most recent photo contest, which focused on the favorite locations of residents and visitors.

CURRENT STATUS:

Georgetown County held a photo contest asking photographers to submit photos of their favorite locations within Georgetown County. Winners have been declared.

POINTS TO CONSIDER:

Georgetown County was host to a photo contest this summer that asked photographers to send in pictures of their favorite locations within the county.

It received about two dozen entries and drew new interest, attracting residents who had not previously entered one of our contests. One winner was selected by a panel of county staff, and one winner was selected by popular vote via the county's Facebook page.

The contest received many excellent entries and deciding on just two winners was very difficult.

Wes Revels won the popular vote contest with his photo of Pawleys Island Chapel.

The Judge's pick was a photo by Roger Hall that featured a view of the Waccamaw River from the bluff at Wachesaw Plantation in Murrells Inlet.

The purpose of county photo contests is to engage the public and draw attention to the history, natural beauty, environmental diversity and recreational opportunities available in Georgetown County.

The contest was open to photographers at all levels of experience. All entries can be found on the county's Facebook page. The winning photos will be put on display in the historic courthouse. Winning photographers will receive prizes including a gift certificate for Parks and Recreation programs.

FINANCIAL IMPACT:

N/A

OPTIONS:

No action required by council

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

- Waccamaw River by Roger Hall
- □ PI Chapel by Wes Revels

Туре

Cover Memo Backup Material





Item Number: 15.b

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Approval of Annual Tourism Budget

CURRENT STATUS:

SC Code 6-4-10 (3) dictates that counties collecting more than fifty thousand dollars of accommodations tax must allocate thirty percent of state accommodations tax distributions to advertising and promotion of tourism for the County.

This section of the SC Code also directs that counties may select one or more agencies to manage and make decisions regarding the expenditure of these tourism promotion funds. The organization must submit a budget to the county for approval of planned annual expenditures.

POINTS TO CONSIDER:

Georgetown County entered into a Memorandum of Understanding (MOU) with the Georgetown County Chamber of Commerce outlining the responsibilities and level of support to be provided by the Chamber of Commerce as the County's Designated Tourism Promotion Agency.

The MOU maintains that the Chamber will work with the Tourism Management Commission (appointed by County Council) to monitor and implement marketing plans. The TMC has submitted it's annual budget (FY18) for tourism management/marketing (approximately 30% of state accommodations tax funds) to County Council for consideration and approval.

OPTIONS:

- 1. Approval of tourism marketing budget as submitted through June 2018.
- 2. Do not approve proposed marketing budget.

STAFF RECOMMENDATIONS:

Approve annual tourism marketing budget as submitted through June 2018.

ATTACHMENTS:

Description Type

FY 18 Annual Tourism Marketing Budget Exhibit

Georgetown County Tourism Management Commission Budget July 2017 through June 2018

Ordinary Income/Expense	30% A-tax	65% A-tax	Other funding	Totals
Income				
42015 - Prior Year - carry over	70,000			70000
42025 - 65% ATAX		410000		410000
42035 · 30% ATAX	400000			400000
42050 · Other Grants			98600	98600
Total 42015 · Georgetown County Marketing				978600
Total Income	470,000.00	410,000.00	98,600.00	978,600.00
Expense				
63850 · TMC Marketing/Advertising 65%/TAG				
63909 · Print - 65%		130,400.00	41,800.00	172,200.00
63914 · Interactive - 65%		167,200.00	56,800.00	224,000.00
63915 - Website - 65%		0.00		0.00
63921 · Creative & Production - 65%				0.00
63922 · Festivals and Events - 65%		30,000.00		30,000.00
63924 · Waccamaw Golf Trail Co-op - 65%		50,000.00		50,000.00
639xx - Murrells Inlet Marshwalk Co-op		20,000.00		20,000.00
63941 · OOH-Billboards - 65%		0.00	0.00	0.00
63942 · Broadcast - 65%		0.00		0.00
63943 · Collateral - 65%		12,400.00		12,400.00
64450 · Lead Fulfillment - 65%				0.00
64702 · Public Relations - 65%				0.00
Total 63850 · TMC Marketing/Advertising 65%	0.00	410,000.00	98,600.00	508,600.00
63900 · Marketing - 30%				

Georgetown County Tourism Management Commission Budget

July 2017 through June 2018

62400 · Memberships/Subscriptions	1,550.00			1,550.00
63903 · Website	30,050.00			30,050.00
63912 · Contingency Marketing	5,000.00			5,000.00
63913 · OOH-Billboards	0.00			0.00
63916 · Print Advertising	23,251.50			23,251.50
63917 · Creative & Production	10,000.00			10,000.00
63923 · Interactive	140,148.50			140,148.50
63927 · Broadcast	0.00			0.00
63928 · Collateral - 30%	10,000.00			10,000.00
64225 · Promotional Travel/Shows	5,000.00			5,000.00
64xxx - Lead Fulfillment - 30%	18,500.00			18,500.00
64706 · Public Relations	30,550.00			30,550.00
Total 63900 · Marketing - 30%	274,050.00	0.00	0.00	274,050.00
64700 · Admin and other- 30%				
64705 · Accounting	5,400.00			5,400.00
64710 · Audit	2,500.00			2,500.00
64715 · Toll-free Office Telephone	50.00			50.00
62040 · Administration Expense	118,000.00			118,000.00
Total 64700 · Admin and other- 30%	125,950.00			125,950.00
64720 · Funds to carryover to next year	70,000.00			70,000.00
	\$ 470,000.00	\$ 410,000.00	\$ 98,600.00	\$ 978,600.00

Notes:

- 65% A-tax income numbers are based on planned grant requests
- 30% A-tax income numbers are estimated based on the history of last two fiscal years
- All media projections are subject to minor changes. If A-tax monies do not meet projections, some media will be cut from the plan.

Georgetown County Tourism Management Commission Budget July 2017 through June 2018

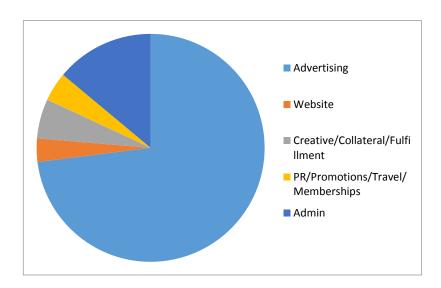
Summary Breakdown of Budget

Print	\$ 195,451.50	21.50%
Interactive	\$ 364,148.50	40.01%
ООН	\$ -	0.00%
Broadcast	\$ -	0.00%
Co-ops	\$ 100,000.00	11.01%
Website	\$ 30,050.00	3.31%
Creative & Production	\$ 10,000.00	1.10%
Collateral	\$ 22,400.00	2.50%
Fulfillment	\$ 18,500.00	2.04%
Contingency	\$ 5,000.00	0.55%
PR	\$ 30,550.00	3.40%
Promotional/Travel/Shows	\$ 5,000.00	0.55%
Membership/Subscriptions	\$ 1,550.00	0.17%
Admin	\$ 125,950.00	13.86%
	\$ 908,600.00	100.00%

Georgetown County Tourism Management Commission Budget

July 2017 through June 2018

Contingency	\$ 5,000.00	0.55%
Advertising	\$ 659,600.00	72.60%
Website	\$ 30,050.00	3.31%
Creative/Collateral/Fulfillment	\$ 50,900.00	5.60%
PR/Promotions/Travel/Memberships	\$ 37,100.00	4.08%
Admin	\$ 125,950.00	13.87%
	_	
	\$ 908,600.00	100.00%



Item Number: 15.c

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A request from Bentley Thompson as agent for Teresa Sindab and Demetrius Reid for site plan review of The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. TMS#'s 04-0145A-028-00-00 and 04-0145A-028-04-00. Case Number MAJ 6-17-18440.

CURRENT STATUS:

The site contains two parcels which total approximately 3.9 acres. The site is zoned General Residential (GR).

POINTS TO CONSIDER:

- 1. The property is located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. The site is bordered by the Magnolia West PD to the south and Bridges at Litchfield PD to the north. General Residential is located to the east and west.
- 2. Single Family and Multifamily uses are both permitted in the General Residential Zoning District. Section 607.306 of the GR section requires a site plan review by the Planning Commission and County Council for all multi-family developments containing more than ten (10) dwelling units with a net density of five units or more per acre. Adjacent property owner notices were sent out and the property was advertised as required in this section of the ordinance. The review by the Planning Commission and County Council is limited to compliance with the land use regulations of the County as the use has already been properly designated by establishment of the zoning district.
- 3. The applicant is proposing to construct a total of three multi-family buildings containing a total of 45 two bedroom units.
- 4. The maximum density allowed in the GR zoning district is based on both the number of bedrooms in each unit and the number of stories in each building. All buildings are proposed as three stories; therefore, 135,000 square feet is required for the two-bedroom units. The tract contains a total of 3.9 acres or 169,884 square feet. After subtracting the 16,553 SF for the road and the 11,761 SF for the wetlands, the net lot area is 141,570 SF which exceeds the required 135,000 SF. The number of units shown meets the minimum lot area per unit requirements.
- 5. The proposed plan complies with the 90 foot (along Ocean Hwy) front yard setback requirements as well as the 10' side and 20' rear yard setback. Buildings one and two will have a building separation of 20 feet. The plan indicates a pervious/impervious ratio of 64.1%/35.9% which exceeds the 50%/50% requirement.

- 6. The proposed plan indicates approximately 2.45 acres of open space including the wetlands.
- 7. The Zoning Ordinance requires two spaces for each two bedroom unit. A total of 94 spaces (which include 6 handicap spaces) are provided for the 45 multi-family units.
- 8. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. Multi-family developments are required to install a Level 2 buffer against existing Single Family development. A Level 2 buffer is shown around the perimeter of the development. A detailed landscape plan is included and meets the minimum requirements of Article XI.
- 9. The site contains a total of 24 protected trees. The applicant will need to provide a tree removal and replacement plan for Staff review prior to land disturbance.
- 10. The applicant will need to meet Midway Fire, Georgetown County Stormwater and GCWSD requirements prior to obtaining approval for this project.
- 11. The proposed project is expected to generate 360 (45 multi-family units X 8 trips per day) ADT's per day, so a Traffic Impact Analysis was not required for this project. As there is no median cut on Hwy 17, traffic exiting the site will have to go south.
- 12. Access for the site will be provided via one curb cut along Ocean Hwy. This access will be asphalt and will require a street name.
- 13. Signage has not yet been addressed. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12 feet.
- 14. The property is located in flood zone X.
- 15. Staff recommended approval of the site plan as submitted subject to:
 - a. Final approval from Midway Fire, Georgetown Stormwater and GCWSD
 - b. A tree removal and replacement plan shall be submitted and approved by staff.
 - c. Street name approval for the roadway within the development
- 16. The Planning Commission held a public hearing on this issue at their July 20, 2017 meeting. Six adjacent property owners spoke with concerns about the development including drainage, traffic, flooding and landscape buffers. The Commission voted 7 to 0 to accept staff's recommendation.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

- 1. Approve as recommended by PC
- 2. Deny request
- 3. Remand to PC for further study
- 4. Defer action.

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

The Village Attachments

Туре

Backup Material



129 Screven St. Suite 222 Post Office Drawer 421270 Georgetown, S. C. 29440

Phone: 843-545-3158 Fax: 843-545-3299

APPLICATION FOR MAJOR/MINOR SUBDIVISION

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Name of Proposed Subdivision: The	Village at Pawleys Island	4
Please check the appropriate box:		
() Major subdivision: Ten or more lots.	() Preliminary Plat	
() Minor subdivision: Under ten lots.	() Final Plat	

Submittal Requirements for Major Developments:

- 1. Sketch Plan:
 - Boundary survey

A surveyors certification indicating a lot of record
Lot of record include deed book and page number (s)
Resurvey include plat book and page number (s)
Scaled not less than 1" = 100'
Maximum size 24" x 36"
Location map
North arrow
Title block
Existing site data
Proposed site data to include tentative street and lot arrangements
along with lot sizes and number of lots

2. Development Plat / Plan

- Six (6) large (24 x 36) and six (6) (11 x 17) small copies of scaled plat
- One (1) specified digital copy (PDF)
- Required supplemental materials

Approval Letters from Georgetown Water and Sewer, DHEC, Fire, and any other agencies necessary.

- Traffic impact analysis as required by Georgetown County Code Chapter 15, Article V.
- Grading Plan
- Site Date to include

Lot lines

Minimum building setback

Engineered preliminary plans

Indicate all easements and right-of-ways

Designated public areas

Location of soil bearings

Time schedule

Supplemental Data

Draft of any restrictions

Cross section of all proposed streets

Full set of construction plans

Alterations of Conservation Preservation or Flood -Prone area

- 3. Final Plan / Plat: Everything listed above plus the following
 - Radii, central angles, tangents, lengths of arcs and curvatures of all street lines
 - Location of all existing and proposed street monuments
 - Six (6) copies of scaled plat

Submittal Requirements for Minor Developments: Six (6) sets of plans

Boundary survey

A surveyors certification indicating a lot of record

Lot of record include deed book and page number (s)

Resurvey include plat book and page number (s)

Scaled not less than 1" = 100

Maximum size 24" x 36"

Location map

North arrow

NOTH ALTOY

Title block

Existing site data

Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots

Site Date to include

Existing land uses

Current zoning classification

Owners names and tax map numbers of adjoining properties

Tract boundaries of the property being developed showing

bearings and distances

Existing property lines, right-of-ways, easements, etc.
Existing municipal boundaries
Distances which accurately describe the location of the plat
Names, widths, and lines of all streets within or on the perimeter of
the development.
Indicate all easements and right-of-ways

TYPES	OF UTILITIES PROPOSED:
(0	Public Water
() Public Well
() Sanitary Water
() Septic System
TYPE C	OF ACCESS ROAD:
() Propose Private (Minor subdivisions only).
() Proposed County (Attach letter of acceptance or financial guarantee).
(-	Existing Road (s) (Circle the appropriate one). County State) Private.
Propert	y Information:
~	MS Number: <u>04-0145A-028-00-00 /04-0145A-028-04-00</u>
	street Address: West of us Huy 17
C	City/State/Zip Code: Powleys Island SC 295
I	ot / Block / Number:
C	Current Zoning Classification: GR
E	existing Use: Vacant land
F	roposed Use: Con dominiums

Name: Teresa sindab / Demetrius Reid
Address: 12759 Ocean Huy / 802 Othman dr
City/ State/ Zip Code: Rowleys Island SC 29585 / Fort Washington MD 20744
Telephone/Fax:
E-mail:
Signature of Owner Date: 6-6-17
I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the subdivision of my property.
Agent of Owner:
Name: Pentley Thompson
Address: 3306 Gaither Court
City/State/Zip Code: Myrtle Beach SC 29588
Telephone/Fax: 843 458 9083
E-mail:
Signature of Agent/Date: 6/5/17
Signature of Owner /Date 6-6-17
Contact Information:
Name: Bankley Thorapson
Name: Bentley Thorapson Address: \$\frac{1}{50} 3306 \text{ Gaigher Court Myrtle Beach} Sc 29888 Phone/E-mail: \$\frac{1}{5} 43 458 9083
Phone / E-mail: 843 458 9083

Property Owner of Record:

Fee Schedule:

Major Sub-division (11 lots or more)

Preliminary Review (Residential) Final Review (Residential)

Required Revision

Base: \$400.00 + \$10.00 per lot Base: \$200.00 + \$10.00 per lot

Flat Fee: \$50.00

Preliminary Review (Commercial)

Final Review (Commercial)

Required Revisions

Base: \$400.00 + \$10.00 per acre Base: \$200.00 + \$10.00 per acre

Flat Fee: \$50.00

Minor Sub-division (10 lots or less)

Base: \$40.00 + \$10.00 each lot or acre

surcharge

Adjacent Property Owners Information required:

- 1. The person requesting approval for a major subdivision must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within Four Hundred Feet (400) of the subject property. The following return address must appear on the envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."
- 2. A list of all persons (and related Tax Map Numbers) to whom envelopes are to be addressed must also accompany the application.

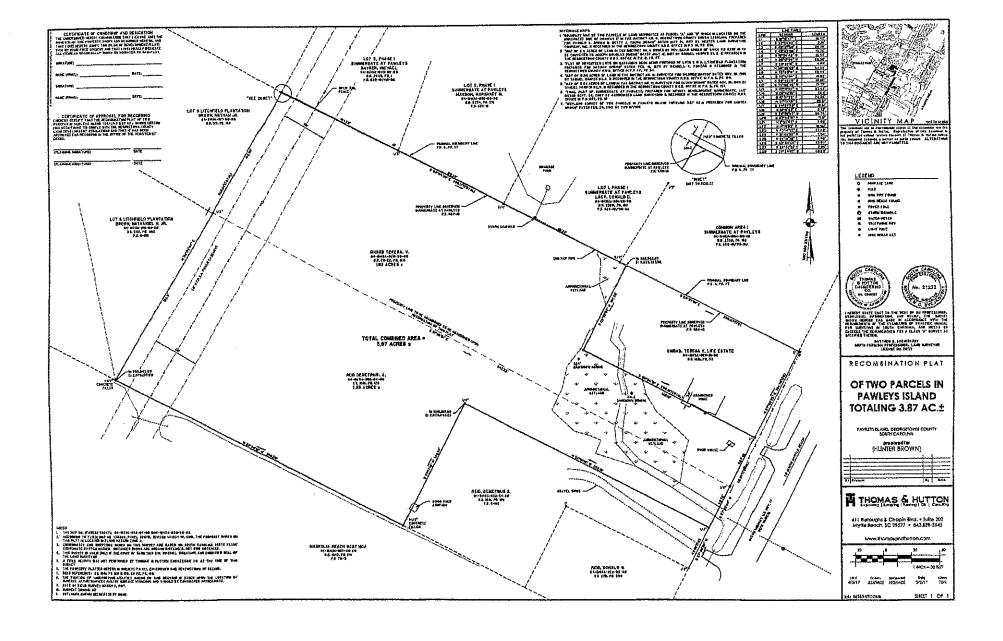
It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

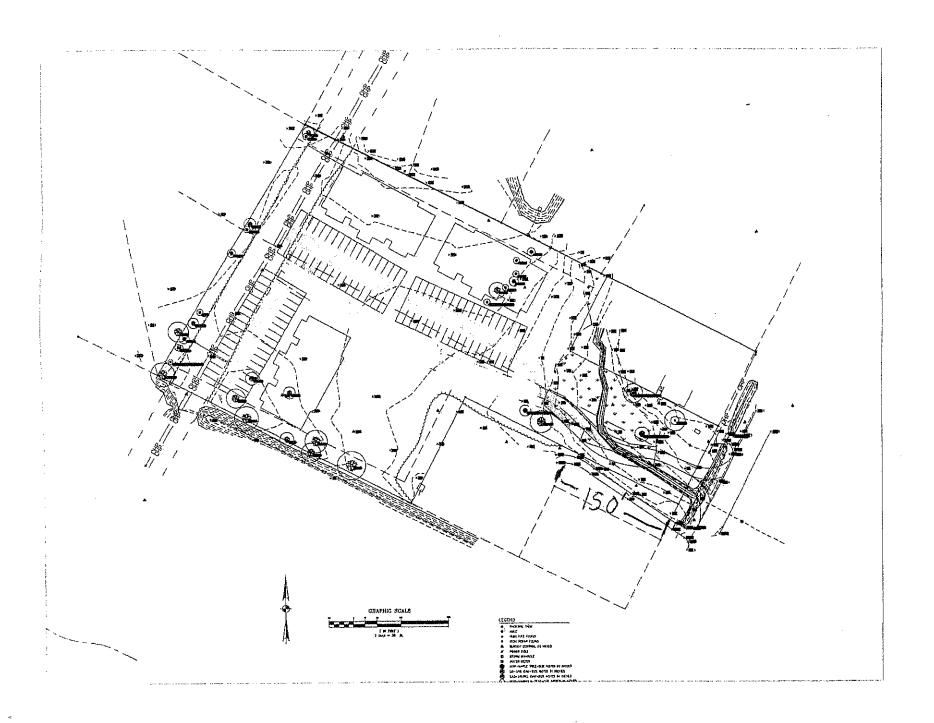
Please submit this completed application and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

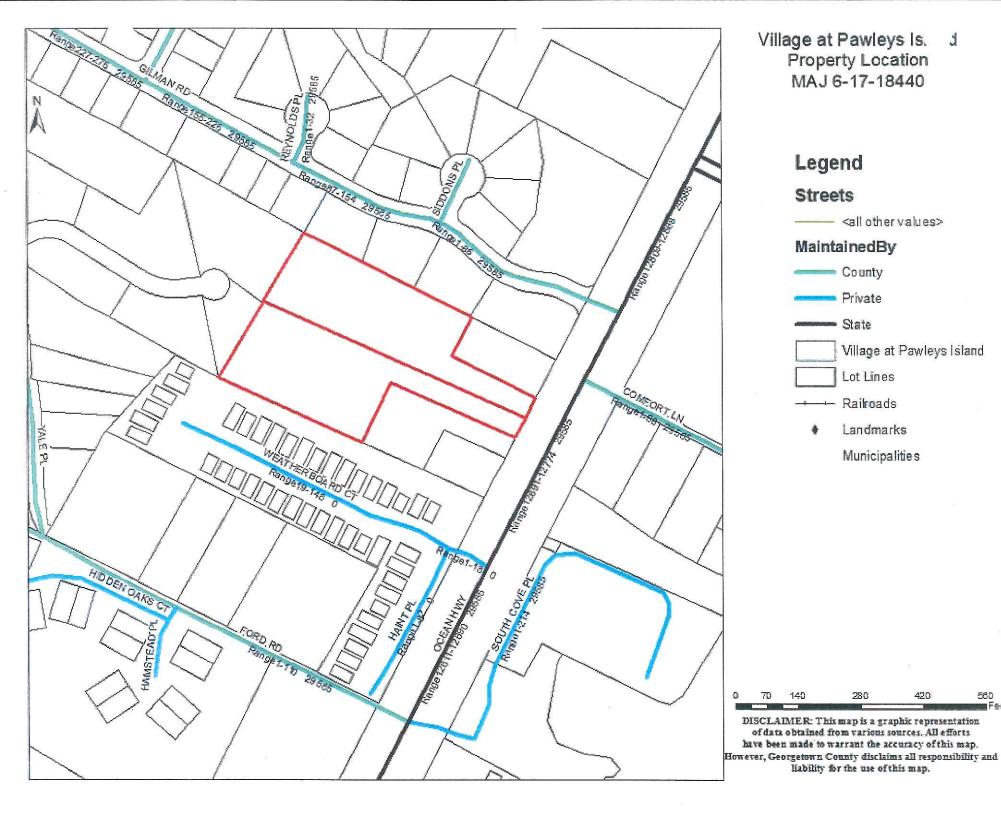
Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

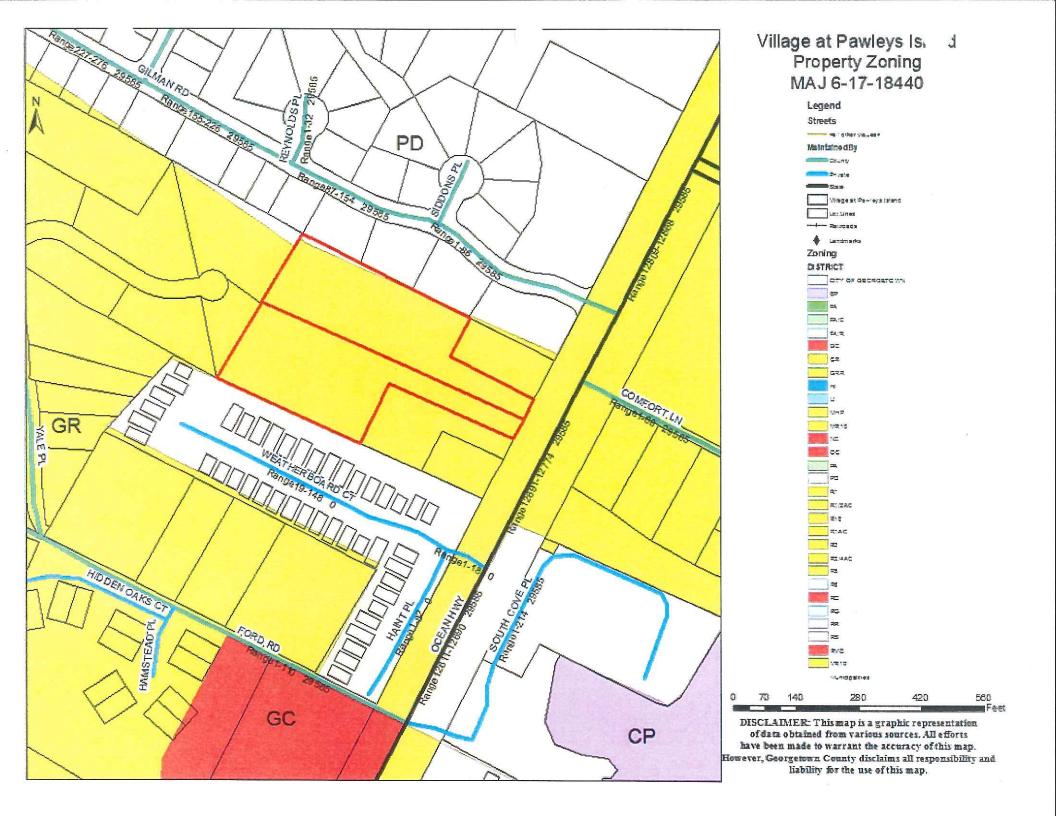
For major subdivisions, a sign will be placed on your property informing residents of the up coming meeting concerning this particular property. These signs belong to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

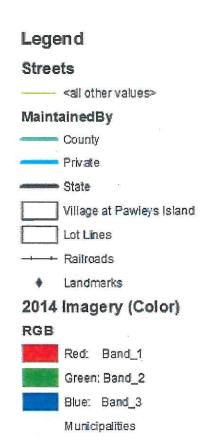






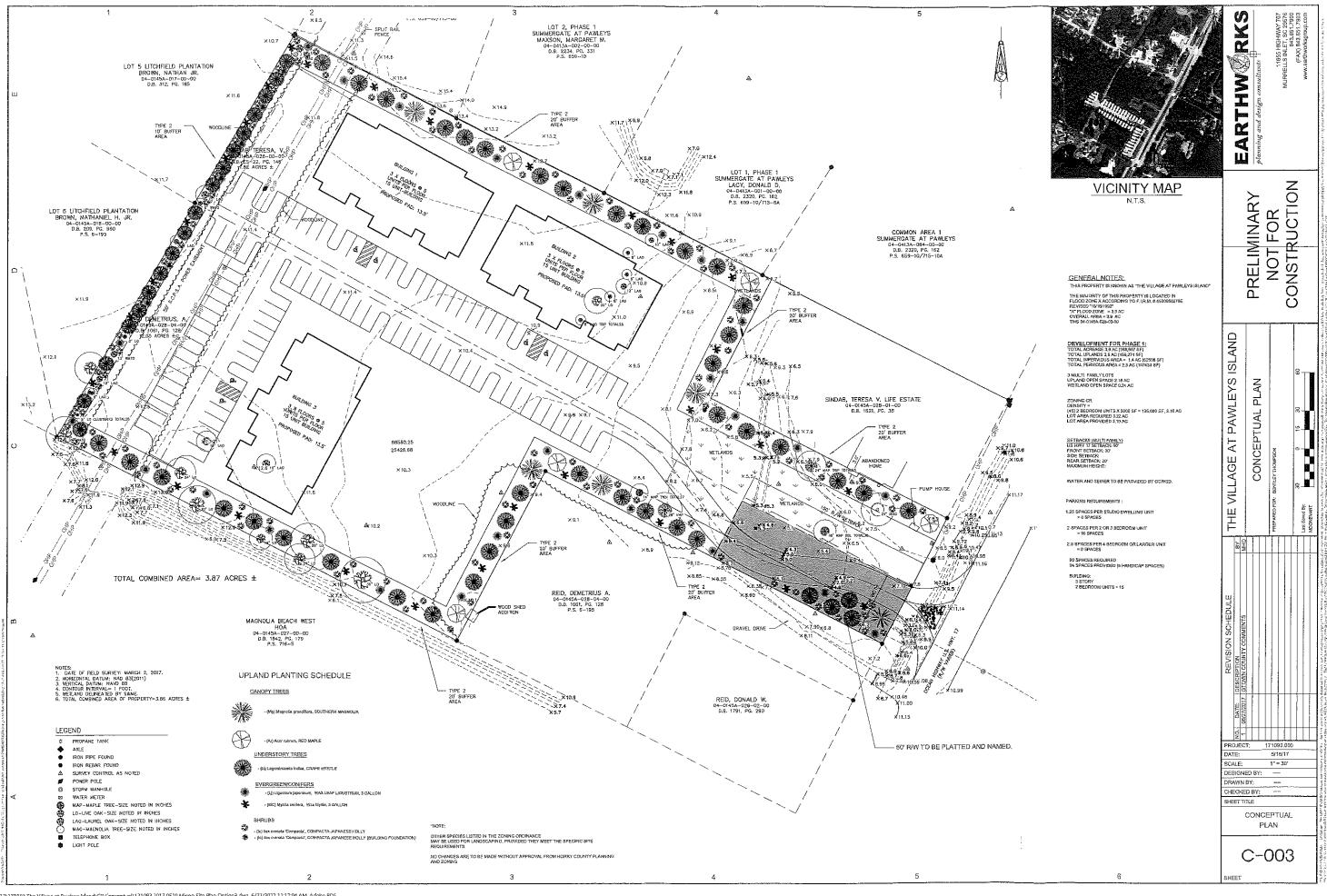


Village at Pawleys Is.
Property Aerial
MAJ 6-17-18440



DISCLAIMER: This map is a graphic representation

of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Bentley Thompson as agent for Teresa Sindab and Demetrius Reid for site plan review of The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. TMS# 04-0145A-028-00-00 and 04-0145A-028-04-00. Case Number MAJ-6-17-18440.

The Planning Commission will be reviewing this request on Thursday, July 20, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 15.d

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A review of the existing Georgetown County Tree Protection Ordinance

CURRENT STATUS:

The existing ordinance was approved and has been in effect since 2010. Staff recently received numerous concerns from the public regarding tree removal and have been asked by Councilmember Goggans to review the ordinance.

POINTS TO CONSIDER:

See the attached report and photographs.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

- 1. Receive report as information only and leave ordinance as written.
- 2. Direct staff to develop some proposals to improve the ordinance.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description Type

Tree Ordinance reportTree Report PhotosBackup MaterialBackup Material

Tree Protection Ordinance Report

Georgetown County, SC

August, 2017

Georgetown County has had a Tree Protection Ordinance for many years. Article XIII of the Zoning Ordinance encompasses the ordinance. This article was last updated in 2011 in an effort to make implementation more efficient and at the same time strengthen its protection of identified trees. As development has rebounded from the great decrease beginning around 2007, problems related to tree protection and the specific ordinance have been noted. This report is intended to identify what is working well and areas that could be improved regarding the protection of trees.

Highlights of Existing Ordinance

- The regulations apply to all zoning districts county-wide. The entire county was zoned in 2009. Commercial timbering activities are exempt from the ordinance, which is particularly important in Georgetown County as tree harvesting is such an important industry.
- The ordinance is divided into three categories which relates to the degree of tree
 protection and mitigation among other issues. These three categories are; 1.
 Occupied Single Family Residential, 2. Unoccupied single family, and, 3. Non single-family. The ordinance does not apply to occupied single family parcels.
- Protected trees are those that have a diameter of at least 8 inches at breast height and are one of the following species.

All oaks except Turkey and Blackjack

All Hickories, except Pecan and Pignut

Red Maple

Yellow Poplar

Bald Cypress

Pond Cypress

American Beech

Southern Magnolia

American Elm

River Birch

Longleaf Pine (Over 12" DBH on non-single family

- Waterway trees behind residences in the State owned land are protected unless there is no other way to construct a dock.
- Tree mitigation is required for unoccupied single family parcels when trees are removed without approval. Tree replacement is an option on commercial property.
 Replacement trees must be of at least a 3" caliper.
- Violations are \$500 per tree.

parcels on the Neck)

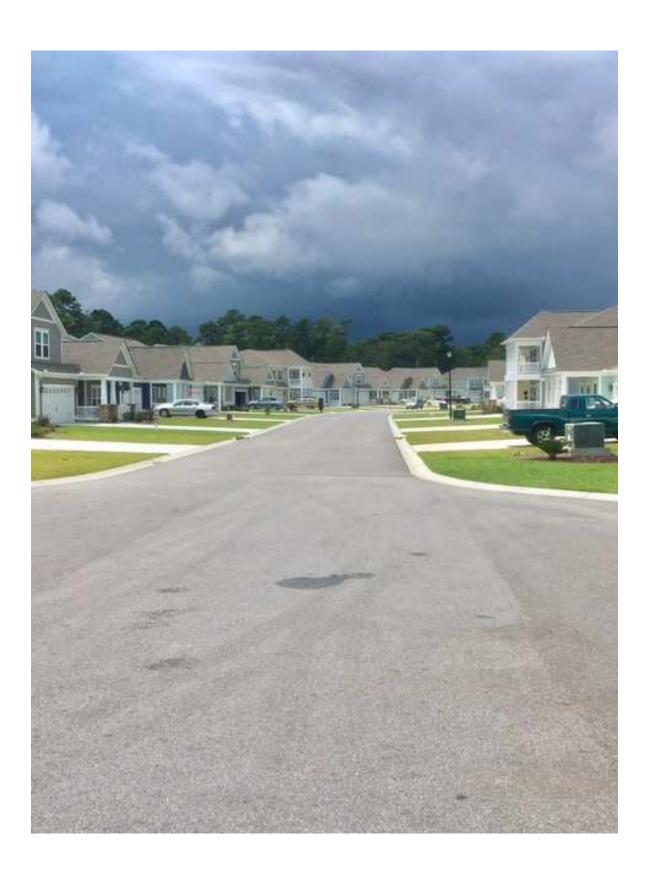
Problems/Concerns with Existing Ordinance

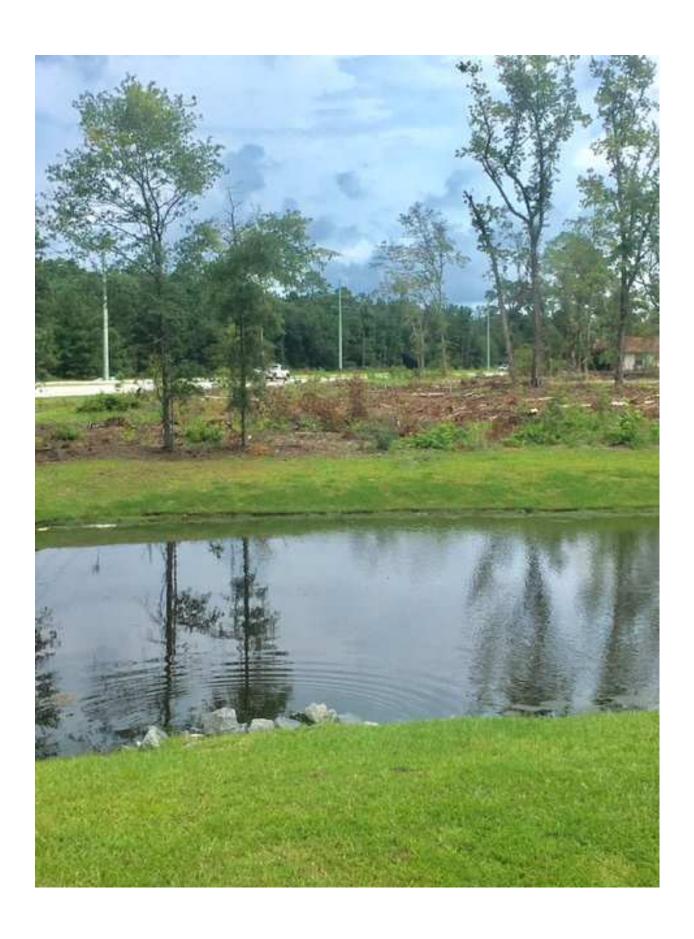
- All trees, even large oaks, can be cut on occupied single family parcels. When staff
 sees this the removal of very large oaks on these parcels, it normally involves a
 swimming pool installation or improving a view.
- "No practical alternatives for the use of the property exist" is a statement that is
 debated when staff reviews a proposed tree removal. Planned driveways and how
 close a tree will be to a proposed house are issues.
- Commercial timbering is exempt from the ordinance, as it should be. However,
 small tracts being timbered just before development is questionable.
- New subdivision plats only require that lots be designed to create buildable areas around 30" protected trees.
- Many parties have difficulty identifying longleaf pines from other pines.
- Tree protection and stormwater design are often at odds. Large trees may be removed to accommodate a retention pond. Currently, staff is looking at a proposed pond that has a bank with a 48" oak that is proposed to be removed.
- The tree replacement methodology is somewhat complicated. This is particularly true on developed parcels.
- Construction beginning before tree protection is installed.
- Submitted tree plans are often difficult to understand and requires a good deal of back and forth with the engineers or owners. Different engineers use different symbols for saved trees versus removed trees.
- Ordinance does not address tree removal on common property in residential Planned Developments.

- Need to address when a permit is **not** required. Underbrushing, pine tree removal without stumps removed for example.
- The ordinance is not clear on replacement of dying or hazardous trees.
- with the economy improved, tract builders have returned to the County. They prefer to clear an entire tract to create site-ready pads rather than apply for tree removal with each separate building permit. Mass grading is a problem as it often involves substantial fill that will kill trees. Engineers frequently use mass grading as a concept to address stormwater.

Summary

Frequent illegal cutting of trees on small residential properties is not a huge problem. Mass grading on large sites by tract builders which leads to vast tree removal is the number one tree problem that staff sees today. Staff has encouraged tree wells to be utilized when a great deal of fill is placed on a lot but engineers have been concerned with liability. Waterway trees have occasionally been cut and staff needs to give this issue greater attention.









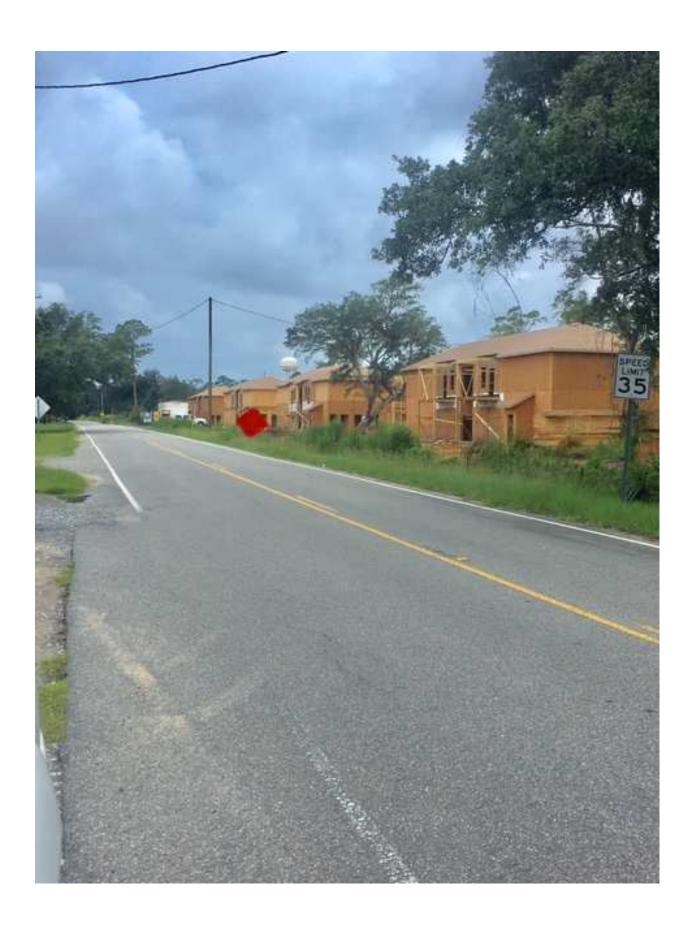
















Item Number: 15.e

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Human Resources

ISSUE UNDER CONSIDERATION:

Transitioning from Fully-insured Health Plan to Self-insured Plan

CURRENT STATUS:

The County's current health plan for employees is through PEBA, which is a fully insured plan.

POINTS TO CONSIDER:

The County faces a large premium increase beginning January 2018. In order to reduce cost, staff recommends transitioning to a self-insured plan effective January 1, 2018.

The self-insured approach will allow the County to progressively manage the health care of our employees and reap the benefits of any savings through efforts such as wellness programs, chronic illness coaching, prescription rebates, outpatient surgical centers, and in house medical facilities.

FINANCIAL IMPACT:

Estimated cost reduction in year one is a minimum of \$125,000, with the potential to save over \$800,000

OPTIONS:

Council can approve the transition, or elect to remain with the current plan and pay the increased premium rates.

STAFF RECOMMENDATIONS:

Staff recommends approval of the transition to self-insured, and to authorize the County Administrator to execute the required contracts to effect this transition.

Item Number: 15.f

Meeting Date: 8/22/2017

Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Recognition - Employee of the Quarter

CURRENT STATUS:

Candice Thompson, Georgetown County Economic Development, has been named Georgetown County Employee of the Quarter.

POINTS TO CONSIDER:

In September, Candice will be celebrating her second anniversary with Georgetown County. She has managed to overcome a significant learning curve in terms of the day-to-day activities required in economic development as well as the transition from the private sector into the public sector.

In addition to serving on the moral committee she has gladly helped in all admin house duties. During her two years, Candice has completely revamped the Economic Development website saving the department more than \$20,000. She has also worked tirelessly with the United Way to develop a "Workforce Hub" where job seekers, employers, non-profits and agencies can more efficiently connect our residents with skills to compete for jobs. We are in the final stages with roll-out anticipated very soon. Both the website and the "Workforce Hub" are monumental undertakings, and she should be considered for the award based solely on these accomplishments, but there is more.

Candice was nominated for the award due to her extraordinary work overseeing a number of projects related to prospective companies looking to locate within the county.

Candice has served as project manager for several project visits. All of our partners including GCWSD, NESA, Santee Electric, SCE&G and SC Department of commerce commented about how well she represented Georgetown County. During one company visit, Candice and the project manager from DOC even cooked dinner for company representatives after finding out that our guest did not want to go out for dinner.

Candice has never backed down from a new challenge and has excelled at all facets of her job.

FINANCIAL IMPACT:

n/a

OPTIONS:

n/a

STAFF RECOMMENDATIONS:

n/a