

COUNTY COUNCIL OF BEAUFORT COUNTY  
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STEWART H. RODMAN  
 VICE CHAIRMAN

COUNCIL MEMBERS

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 BRIAN E. FLEWELLING  
 STEVEN G. FOBES  
 WILLIAM L. MCBRIDE  
 GERALD W. STEWART  
 ROBERTS "TABOR" VAUX, JR.  
 LAURA L. VON HARTEN

GARY KUBIC  
 COUNTY ADMINISTRATOR

BRYAN J. HILL  
 DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
 COUNTY ATTORNEY

SUZANNE M. RAINEY  
 CLERK TO COUNCIL

AGENDA  
 COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, August 25, 2014  
 4:00 p.m.

Large Meeting Room  
 Hilton Head Island Branch Library  
 11 Beach City Road, Hilton Head Island

Citizens may participate in the public comment periods and public hearings from telecast sites at County Council Chambers, Beaufort as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Discussion is not limited to agenda items
  - C. Executive Session
    1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
    2. Receipt of legal advice for pending or threatened claims
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Roberts "Tabor" Vaux
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – August 11, 2014 ([backup](#))
  - B. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
  - Receipt of Deputy County Administrator's Two-Week Progress Report ([backup](#))
  - D. Committee Reports (next meeting)
    1. Community Services (September 22 at 2:00 p.m., Bluffton Library)
    2. Executive (September 8 at 2:00 p.m., ECR)
    3. Finance (September 15 at 2:00 p.m., BIV #3)
      - a. August 18, 2014 minutes ([backup](#))
    4. Governmental (September 2 at 4:00 p.m., ECR)  
 (September 16 at 4:00 p.m. CC)



5. Natural Resources (September 2 at 2:00 p.m., ECR)
  6. Public Facilities (September 15 at 4:00 p.m., BIV #3)
    - a. August 18, 2014 minutes ([backup](#))
- E. Appointments to Boards and Commissions

7. PUBLIC COMMENT

8. CONSENT AGENDA

A. NWN CORPORATION SMARTNET LICENSE CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: NWN Corporation, Greensboro, North Carolina
2. Contract amount: \$173,000
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

B. MANATRON, INC. ANNUAL MAINTENANCE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: Manatron, Inc., Chicago, Illinois
2. Contract amount: \$163,630
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

C. COMPUCOM MICROSOFT LICENSE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: CompuCom, Dallas, Texas
2. Contract amount: \$139,466
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

D. AN ORDINANCE ADOPTING THE BAILEY BILL; PROVIDING FOR SPECIAL PROPERTY TAX ASSESSMENT FOR REHABILITATED HISTORIC PROPERTIES; AND OTHER MATTERS RELATED THERETO

1. Consideration of first reading, by title only, to occur August 25, 2014
2. Finance Committee discussion to occur August 25, 2014 at 2:00 p.m.
3. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0



- E. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE NO. 2015/16 SO AS TO ADJUST THE MILLAGE RATE FROM 101.70 TO AN AMOUNT TO BE DETERMINED TO ACHIEVE THE SAME APPROPRIATED REVENUE AMOUNT OF \$114,868,815 TO BE DERIVED FROM TAX COLLECTIONS ([backup](#))
1. Consideration of first reading, by title only, to occur August 25, 2014
  2. Finance Committee discussion to occur August 25, 2014 at 2:00 p.m.
  3. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0
- F. BUCKWALTER REGIONAL PARK COMMUNITY CENTER PHASE 2 EXPANSION DESIGN BUILD PROJECT ([backup](#))
1. Contract award: Mashburn Construction Company, Inc., Charleston, South Carolina
  2. Contract amount: \$6,100,000
  3. Funding source: Bluffton Parks and Leisure Services Impact Fees
  4. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- G. GOVERNMENT COMPLEX PARKING LOT STORMWATER RETROFIT PROJECT ([backup](#))
1. Contract award: JS Construction, Bluffton, South Carolina
  2. Contract amount: \$299,653
  3. Funding source: Primary funding #50260011-61160, Stormwater Capital Improvement Fund
  4. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- H. DRAINAGE EASEMENT ACQUISITION POLICY ([backup](#))
1. Consideration of first reading to occur August 25, 2014
  2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:1
- I. AN ORDINANCE ESTABLISHING, DEVELOPING AND CONSTRUCTING MULTI-USE RECREATION TRAILS AND RESTRICTING THE USE THEREOF TO NON-MOTORIZED ACTIVITIES ([backup](#))
1. Consideration of first reading to occur August 25, 2014
  2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- J. AN ORDINANCE AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO GIVE AND RECEIVE MUTUAL ACCESS EASEMENTS WITH THE BEAUFORT COUNTY SCHOOL DISTRICT
1. Consideration of first reading to occur August 25, 2014
  2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0

9. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED ([backup](#))

1. Consideration of third and final reading to occur August 25, 2014
2. Second reading approval occurred August 11, 2014 / Vote 11:0
3. First reading approval occurred July 28, 2014 / Vote 9:0
4. Natural Resources Committee discussion and recommendation to approve occurred July 28, 2014 / Vote: 4:0:1

10. COUNTY ADMINISTRATOR'S REPORT

Mr. Gary Kubic, County Administrator

A. Recognition / Wlodek Zaryczny, Library Director ([backup](#))

11. PUBLIC COMMENT

12. ADJOURNMENT

Official Proceedings  
County Council of Beaufort County  
August 11, 2014

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**CAUCUS**

A caucus of the County Council of Beaufort County was held Monday, August 11, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance to the Flag.

**DISCUSSION ITEMS**

Council discussed removing one item from the consent agenda:

Item 9B, an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the county in a separate economic development fund account.

Mr. Stewart presented the policy positions, which consists of a list of issues of importance to the County that likely will come before the 2015-2016 legislative session. The Governmental Committee has approved the list. Without objection from Council, Mr. Stewart will forward the policy positions to the South Carolina Association of Counties.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice for pending or threatened claims. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding negotiations incident to proposed contractual arrangements.

**EXECUTIVE SESSION**

**REGULAR SESSION**

The regular meeting of the County Council of Beaufort County was held Monday, August 11, 2014 beginning at 5:00 p.m., in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance to the Flag.

**INVOCATION**

Chairman Paul Sommerville gave the Invocation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

**ADMINISTRATIVE CONSENT AGENDA**

**Review of Proceedings of the Regular Meeting held July 28, 2014**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Council approve the minutes of the regular meeting held July 28, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from July 28, 2014 through August 8, 2014.

### **Deputy County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from July 28, 2014 through August 8, 2014.

### **Committee Reports**

#### **Governmental Committee**

Without objection from Council, Mr. Stewart agreed to forward the policy positions to the South Carolina Association of Counties.

#### **Appointments to Boards and Commissions**

##### **Foster Care Review Board**

It was moved by Mr. Sommerville, seconded by Mr. McBride, that Council rescind the nomination of Linda Cecil to serve as a member of the Foster Care Review Board. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

##### **Historic Preservation Review Board**

Larry Koolkin

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Koolkin, representing Port Royal Island, was appointed to serve as a member of the Historic Preservation Review Board after garnering the six votes required to appoint.

##### **Lady’s Island / St. Helena Island Fire District**

David Townsend

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Col. Townsend, representing Lady’s Island, was reappointed to serve as a member of the Lady’s Island / St. Helena Island Fire District after garnering the ten votes required to reappoint. This reappointment is subject to the Governor’s approval.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

### **INTRODUCTION OF JULIE SCHNEIDER, DIRECTOR OF SOCIAL SERVICES**

Mr. Gary Kubic, County Administrator, introduced Ms. Julie Schneider, Director of Department of Social Services (DSS). Julie has over 25 years of experience working with children and families in several different capacities and organizations. In her previous position, Julie was the Region 3 Coordinator for Family Engagement practices and priorities with DSS. Prior to coming to SCDCSS, Julie was a Program Director for Darkness to Light, a nationally renowned and recognized Child Sexual Abuse Prevention Program. While all of Julie's work experience has centered on the delivery of services for children and families, she also is a tenured leader in total quality management, and a Master Trainer for several programs. Julie has extensive experience in program design and development and has presented at national and international conferences.

### **PUBLIC COMMENT**

The Chairman recognized Mrs. Margaret Bukkosal, a resident of Seabrook Point subdivision, who stated the residents are trying to find a way to get water to Seabrook Point. This task has been very, very difficult. She asked Council to consider making a mandatory water connection policy for all residents of Beaufort County.

Ms. Ellen Hynes, a resident of Seabrook Point subdivision, requested financial assistance from a Community Development Block grant to help pay for B/J Water and Sewer Authority to run a water line and install fire hydrants on Seabrook Road and into Seabrook Point.

Mrs. Hetty Nijman, a resident of Seabrook Point subdivision, stated Seabrook Point has saltwater intrusion and sulfur problems, and well water has no regulatory controls.

Ms. Catherine Pardue, a resident of Seabrook Point subdivision, stated the community has no fire hydrants because the residents are on wells. According to representatives of B/J Water and Sewer Authority, it will cost between \$10,000 and \$11,000 per home to bring water down Seabrook Road and into Seabrook Point. That is significant for both low- and moderate-income families and retirees. In the next draft of the Comprehensive Plan, please include Seabrook Point Subdivision.

Ms. Lorrie Smith, a resident of Seabrook Point subdivision, asked Council to support a Community Development Block grant and B/J Water Sewer Authority to bring water to Seabrook Point Subdivision.

Mr. Jim Minor, a resident of Seabrook Point subdivision, asked Council to provide water and sewer to all residents of Beaufort County. Hold the B/J Water and Sewer Authority accountable to make a report to Council of how many pockets / communities that do not have adequate fire hydrants, water and sewer.

Mrs. Jaime Dailey-Vergara, representing the Beaufort Regional Chamber of Commerce, encourages and supports the County in using the business license revenue to fund a comprehensive economic development plan, and to reinvest this revenue for future growth. She

thanked Council for adopting the NAICS Code, which, hopefully, will simplify the revenue tracking for the business owner and make implementing the reciprocal one-stop business license offices easier. She supports an online business fee calculator.

### **CONSENT AGENDA**

#### **RESOLUTION OF BEAUFORT COUNTY COUNCIL AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT FOR RESIDENTIAL PROPERTY FOR USE IN THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS PROGRAM**

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Community Services Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council adopt a resolution authorizing the County Administrator to purchase residential properties to support the Disabilities and Special Needs Department. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

#### **RENEWAL OF ANNUAL MEDICAL SERVICES CONTRACT FOR DETENTION CENTER**

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to Southern Health Partners, Inc., Chattanooga, Tennessee to provide medical services for Detention Center inmates. Funding would come from Account 10001250-51190, Medical / Dental Services in the amount of \$546,888. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

#### **RENEWAL OF ANNUAL FOOD SERVICE CONTRACT FOR DETENTION CENTER**

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to ABL Management, Baton Rouge, Louisiana to provide meals for Detention Center inmates and staff. Funding would come from Account 10001250-51120, Meals / Contracted Services in the amount of \$307,800. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.



**RENEWAL OF ANNUAL PUBLIC HEALTH INSECTICIDE FOR MOSQUITO CONTROL**

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to Clarke Mosquito Control Products, Inc., Roselle, Illinois to provide public health insecticide for the Mosquito Control Department. Funding would come from Account 10001400-52320, Public Health Products in the amount of \$283,953. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE OF BEAUFORT COUNTY COUNCIL DIRECTING THE RETENTION OF A PORTION OF BUSINESS LICENSE TAXES RECEIVED BY THE COUNTY IN A SEPARATE ECONOMIC DEVELOPMENT FUND ACCOUNT**

It was moved by Mr. Rodman (no second required), that Council approve on first reading an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the County in a separate Economic Development Fund account. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**PUBLIC HEARINGS**

**AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO**

The Chairman opened a public hearing at 6:01 p.m. for the purpose of receiving public comment on an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for preservation purposes and to pay certain costs and debt service related thereto. After calling once for public comment, the Chairman recognized Mr. Reed Armstrong, representing the Beaufort Office of the Coastal Conservation League, who stated there is about \$500 million of lands available within the focus areas as identified in the Greenprint Map, of which \$55 million are high priority, because of their ecological importance. He encouraged Council to allow the Beaufort County voters to decide whether the program should continue with the additional funding.

Mr. Henry Sanders, a resident of Hilton Head Island, supports the Rural and Critical Lands Program. He asked Council to place the \$20,000,000 bond referendum question on the November 2014 ballot.

Mr. George Johnston, a former member of the Rural and Critical Lands Preservation Review Board, supports the trendsetting Rural and Critical Lands Program. He encouraged Council to place the \$20,000,000 bond referendum question on the November 2014 ballot.

Mrs. Cindy Baysden, Executive Director of the Beaufort County Open Land Trust, pledges to stand behind Council in managing the Rural and Critical Lands Program.

Mr. Jim Minor, a resident of Seabrook Point, would like to see the \$20,000,000 bond referendum question on the November 2014 ballot, but he is a naysayer. The time for this program has come to an end. There are other projects in the County in need of funding.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:14 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on third and final reading an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for preservation purposes and to pay certain costs and debt service related thereto. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

**TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE**

The Chairman opened a public hearing at 6:34 p.m. for the purpose of receiving public comment text amendments to the Beaufort County Code, Article V, Section 46-151 through Section 46–163 of the Hazardous Materials Ordinance. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:35 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on third and final reading text amendments to the Beaufort County Code, Article V, Section 46-151 through Section 46–163 of the Hazardous Materials Ordinance. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO**

The Chairman opened a public hearing at 6:36 p.m. for the purpose of receiving public comment on an ordinance to regulate unfit dwellings and unsafe buildings within the unincorporated areas of Beaufort County, to provide for the enforcement thereof, and matters related thereto. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:37 p.m.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on third and final reading an ordinance to regulate unfit dwellings and unsafe buildings within the unincorporated areas of Beaufort County, to provide for the enforcement thereof, and matters related thereto. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO SELL THREE REAL PROPERTIES IDENTIFIED AS: 429 BROAD RIVER BOULEVARD, BEAUFORT, R100 028 00A 0252 0000; 1603 IVY LANE, BEAUFORT, R120 008 000 0210 0000; AND LEROY E. BROWN MEDICAL CENTER, 41 BALL PARK ROAD, ST. HELENA ISLAND, R300 016 000 183A 0000**

The Chairman opened a public hearing at 6:37 p.m. for the purpose of receiving public comment on an ordinance authorizing Beaufort County to sell three real properties identified as: 429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000; 1603 Ivy Lane, Beaufort, R120 008 000 0210 0000; and Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, R300 016 000 183A 0000. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:38 p.m.

It was moved by Mr. McBride, as Community Services Committee Chairman (no second required), that Council approve on third and final reading an ordinance authorizing Beaufort County to sell three real properties identified as: 429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000; 1603 Ivy Lane, Beaufort, R120 008 000 0210 0000; and Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, R300 016 000 183A 0000. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE TO PROVIDE AN APPROPRIATION FROM THE LOCAL ACCOMMODATIONS TAX FUND TO THE SANTA ELENA FOUNDATION IN THE AMOUNT OF \$75,000**

The Chairman opened a public hearing at 6:38 p.m. for the purpose of receiving public comment on an ordinance to provide an appropriation from the Local Accommodations (3%) Tax fund to the Santa Elena Foundation in the amount of \$75,000. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:39 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council approve on third and final reading an ordinance to provide an appropriation from the Local Accommodations (3%)

Tax fund to the Santa Elena Foundation in the amount of \$75,000. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED***

The Chairman opened the first of two required public hearings at 6:43 p.m. for the purpose of receiving public comment on an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976, as amended*. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:44 p.m.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976, as amended*. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**COUNTY ADMINISTRATOR'S REPORT**

**The County Channel / Broadcast Services**

Mr. Gary Kubic, County Administrator, stated The County Channel has all programs, events and meetings available to watch online, on-demand at [www.bcgov.net](http://www.bcgov.net). The County Channel aired its annual Hurricane episode of Coastline last week. Guests included Capt. Neil Baxley, Emergency Management Director, Mrs. Tallulah Trice, Director, Animal Services Department; and Mr. Jeff Althoff, Lowcountry Insurance Services. A variety of issues were discussed during the episode, including what evacuation route should be taken based on your address, what preparations should be made for your pet, and how your Smartphone can be used to help your insurance agent. Coastline airs Thursday nights at 8:00 p.m.

The County Channel is updating its “Night Skies” videos with a four-part series based on the seasons. The episodes, hosted by Kristen Mattson, will focus on which constellations are visible during different times of the year. We have great visibility and very low light pollution in Beaufort County, and that results in excellent opportunities for stargazing. This series has been used as a teaching guide in Beaufort County Schools.

**DEPUTY COUNTY ADMINISTRATION BRYAN HILL / ACCEPTANCE OF POSITION OF COUNTY ADMINISTRATOR IN JAMES CITY COUNTY, VIRGINIA**

Mr. Gary Kubic, County Administrator, announced that Mr. Bryan J. Hill, Deputy County Administrator, has accepted the position of County Administrator in James City County, Virginia. Mr. Hill expects to begin with James City County, Monday, September 8, 2014. On behalf of the Administration, we wish Bryan all the best in his new position and, will miss his expertise and leadership skills.

**PUBLIC COMMENT**

The Chairman recognized Mr. Jim Minor, a resident of Seabrook Point subdivision, who asked Council to hold the B/J Water and Sewer Authority accountable to make a report to Council of how many pockets/communities that do not have adequate fire hydrants, water and sewer. “Why does not the Burton Fire District, that services a rural area, have a fire tanker truck?”

Mrs. Margaret Bukkosal, a resident of Seabrook Point subdivision, encouraged Council to adopt a mandatory water connection policy to all residents of Beaufort County.

**ADJOURNMENT**

Council adjourned at 7:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

ATTEST \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:



## Memorandum

DATE: August 22, 2014  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place August 11, 2014 through August 22, 2014:

August 11, 2014

- Employee orientation
- Meeting with Sheriff P.J. Tanner
- Compensation Subcommittee of Finance Committee
- Caucus
- County Council

August 12, 2014

- Staff meeting with Deputy County Administrator Bryan Hill and County Attorney Josh Gruber re: Modifications to fee ordinances / waivers / fee revisions
- Meeting with Arthur Middleton and PALS staff re: Community Centers
- Staff meeting re: Library Hiring Practices / Attorney General Opinion

August 13, 2014

- Meeting with Dick Stewart of 303 Associates
- Meeting with staff and Library Board of Trustees representatives re: Library Director / Hiring Practices / Budget / Attorney General Opinion

August 14, 2014

- Meeting with Town of Hilton Head Island and County Engineering staffs re: Windmill Harbour safety proposal

August 15, 2014

- Meeting with Bryan Hill, Deputy County Administrator, and Scott Marshall, Director of Parks and Leisure Services re: PALS progress report
- Staff meeting re: Assessment of PALS recreation activities on Hilton Head Island

August 18, 2014

- Employee orientation
- Finance Committee meeting
- Public Facilities Committee meeting

August 19, 2014

- Bluffton Office hours
- Meeting with Nancy Schilling and Tony Mills re: Coastal Kingdom

August 20, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for August 25, 2014 Council meeting
- Meeting with Bryan Hill, Deputy County Administrator, and Eric Larson, Stormwater Engineer re: Stormwater issues
- Bimonthly meeting with Ed Hughes, County Assessor
- Meeting with Senator Tom Davis and County Attorney Josh Gruber
- Meeting with Ernie Lindblad re: Windmill Harbour

August 21, 2014

- Staff meeting with Bryan Hill, Deputy County Administrator; Josh Gruber, County Attorney; and Daniel Morgan, Director of MIS re: Central IT support
- Follow-up conference call with staff re: SC Work Ready Community Program
- Walk-through of potential Buckwalter dog park sites with staff

August 22, 2014

- Follow-up meeting re: Hilton Head Island PALS programming
- Conference call with Josh Gruber, County Attorney, and Jon Rembold, Director of Airports re: Status / airport projects





## Memorandum

DATE: August 22, 2014  
TO: County Council  
FROM: Bryan Hill, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place August 11, 2014 through August 22, 2014:

August 11, 2014 (Monday):

- Meet with Bluffton Fire District
- Meet with Mark Roseneau, Public Facilities Director
- County Council

August 12, 2014 (Tuesday):

- Meet with Eddie Bellamy, Public Works Director
- Meet with Gary Kubic, County Administrator
- Attend Waiver Language Modifications to Fee Ordinances Meeting
- Attend Scott & Coosaw Centers Future Meeting
- Meet with Marc Orlando, Town of Bluffton
- Attend Library Hiring Past Practices Meeting

August 13, 2014 (Wednesday)--Bluffton:

- Bluffton Hours

August 14, 2014 (Thursday)--Bluffton:

- Bluffton Hours
- Attend Library Meeting

August 15, 2014 (Friday):

- Visit Detention Center
- Meet with Gary Kubic, County Administrator and Scott Marshall, PALS Director
- Meet with Island Recreation Representatives
- Meet with Gary Kubic, County Administrator and Eric Larson, Stormwater Director

August 18, 2014 (Monday):

- Meet with Jon Rembold, Airports Director
- Meet with Alicia Holland, CFO
- Meet with Mark Roseneau, Public Facilities Director
- Meet with Jerry Stewart, Councilman
- Finance Committee
- Public Facilities Committee

August 19, 2014 (Tuesday)--Bluffton:

- Bluffton Hours
- Meet with Gary Kubic, County Administrator

August 20, 2014 (Wednesday):

- Meet with Suzanne Gregory, Employee Services
- Agenda Review
- Meet with Gary Kubic, County Administrator
- Meet with Gary Kubic, County Administrator and Eric Larson, Stormwater Director
- Meet with Colin Kinton, Traffic Engineer
- Meet with Phil Foot, Public Safety Director
- Meet with Suzanne Gregory, Employee Services

August 21, 2014 (Thursday):

- Attend Staff Meeting with Gary Kubic, Administrator, Dan Morgan, MIS/GIS Director and George Wright, MIS
- Conference Call re: SC Work Ready Community Follow-up
- Attend Walk Through of Buckwalter Dog Park Site

August 22, 2014 (Friday):

- Meet with Fred Leyda, Together for Beaufort
- Attend Island Recreation Follow-up Meeting
- Attend Detention Center Director Interview

## FINANCE COMMITTEE

August 18, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Finance Committee met Monday, August 18, 2014 beginning at 2:00 p.m. in the Building 3 Conference Room, Beaufort Industrial Village, located at 104 Industrial Village Road, Beaufort.

### ATTENDANCE

Chairman Rick Caporale, Vice Chairman Steven Fobes and members Brian Flewelling, William McBride, Paul Sommerville, Stu Rodman and Jerry Stewart. Non-Committee members Cynthia Bensch, Gerald Dawson and Laura Von Harten present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Morris Campbell, Division Director-Community Services; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Alicia Holland, Chief Financial Officer; Gary Kubic, County Administrator; Dan Morgan, MIS Director; Dave Thomas, Purchasing Director; and Wlodek Zaryczny, Library Director.

City of Beaufort: Lauren Kelly, Project Development Planner; Billy Keyserling, Mayor; and Kathy Todd, Finance Director.

School District: Jeffrey Moss, Superintendent; and Phyllis White, School District Chief Operational Services Officer.

Library Board: Joseph Bogacz, Peggy Martin, Jean Morgan, and Anna Marie Tabernik.

Public: Alice Howard.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce and Zach Murdaugh, *Beaufort Gazette/Island Packet*.

Councilman Caporale chaired the meeting.

### ACTION ITEMS

#### **1. Consideration of Contract Renewals / NWN Corporation (> \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to NWN Corporation for a Smartnet license. It is a three-year contract with an end date of August 31, 2016. This is a state contract. The cost is as follows: \$72,470 in the amount of FY 2015, \$86,964 for FY 2016, and \$14,493 for FY 2017. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to NWN Corporation, Greensboro, North Carolina, for a Smartnet license in the amount of \$173,000. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal to NWN Corporation, Greensboro, North Carolina, for a Smartnet license in the amount of \$173,000. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

## **2. Consideration of Contract Renewals / Manatron, Inc. (> \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to Manatron, Inc. for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments. The cost is \$163,630 for FY 2015. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to Manatron, Inc., Chicago, Illinois for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments in the amount of \$163,630. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal to Manatron, Inc., Chicago, Illinois for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments in the amount of \$163,630. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

### 3. Consideration of Contract Renewals / CompuCom (> \$100,000)

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to CompuCom to provide Microsoft license support. This is a state contract. The cost is \$139,468 for FY 2015. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to state vendor CompuCom, Dallas, Texas is to provide Microsoft license support in the amount of \$139,468. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal CompuCom, Dallas, Texas to provide Microsoft license support in the amount of \$139,468. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

### 4. Discussion / Bailey Bill

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mayor Billy Keyserling, City of Beaufort, provided an overview of this item to the Committee and introduced Mrs. Lauren Kelly, Project Development Planner, to provide the Committee with a PowerPoint presentation. The presentation included an overview of the State Enabling Legislation for local municipalities and the Bailey Bill. The City of Beaufort (City) is proposing a ten-year property assessment freeze for an improvement over 75% of the fair market value of the building. In order to qualify, a building must be located within the Beaufort Historic District, either at least 50 years old, or otherwise, listed on the 1997 Beaufort County Above Ground Historic Sites Survey. A map of vacant/abandoned/watchlist buildings in the Historic District was provided. The Bailey Bill is needed due to the following reasons:

- The City currently has 43 dilapidated properties on the Vacant/Abandoned list and an additional 20 on a watchlist
- Over the past ten years, the City has averaged less than two substantially rehabilitated vacant buildings per year
- Over the past 5 years, 20 demolitions have occurred in the Historic Districts

All of that is an average of two demolitions for every one rehabilitated, which needs to be resolved. An overview of the case studies on vacant buildings, rehabilitated buildings, and

building comparisons was provided to the Committee for review. The Bailey Bill will have a direct benefit. For the current 6% residential properties studied, vacant/abandoned buildings pay an average of \$204 per building annually in total County taxes, while a rehabilitated building pays an average of \$514 per building annually. That is a difference of \$310 per building or 153%.

Vacant buildings can reduce surrounding property values. She provided an overview of the potential benefits of selected examples.

Mrs. Kathy Todd, Finance Director, spoke before the Committee on the financial aspect of the Bailey Bill. A spreadsheet shows the total number of eligible properties classified between technical, realistically, and primarily targeted. The project will increase 53% of county property tax revenue on average. A diagram of the potential impact on the taxable assessed value was provided to the Committee. Mrs. Todd reviewed that the additional benefits of the Bailey Bill includes the following:

- Improve the condition of dilapidated buildings
- Encourage adjacent development and redevelopment which increases overall economic tax base
- Increase population, which has a positive impact on consumer-based sales tax
- Reverses the trend of declining property values

**Main motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Finance Committee approve and recommend Council approve on first reading, by title only, an ordinance adopting the Bailey Bill, providing for special property tax assessment for rehabilitating historic properties; and other matters related thereto. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council approve on first reading, by title only, an ordinance adopting the Bailey Bill; providing for special property tax assessment for rehabilitated historic property; and other matters related thereto.

## **INFORMATION ITEMS**

### **5. Consideration of Contract Renewal / Munis Tyler Technologies (< \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to Munis Tyler Technologies to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee award a contract renewal to Munis Tyler Technologies, Inc., to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee awarded a contract renewal to Munis Tyler Technologies, Inc. to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110.

#### **6. Consideration of Contract Renewal / New Vision System Corp. (< \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to New Vision System Corporation for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve a contact renewal to New Vision System Corporation, New Canaan, Connecticut, for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Finance Committee awarded a contract renewal to New Vision System Corporation, New Canaan, Connecticut, for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts.

#### **7. Presentation / Beaufort County School District**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Jeffrey Moss, Superintendent, is asking County Council to appropriate the millage rate necessary to generate the flat dollar amount Council approved in June. The District has structured its budget around the budget amount approved by County Council. If the rate stays as is, will required the District use \$4.0 million of fund balance. They had to use \$2.0 million of fund balance in FY 2014.



Mrs. White, Chief Financial Officer, stated when Council adopted the School District budget June 23, 2014, the millage rate was set at 101.70 to achieve a revenue amount of \$114,868,815. However, as of today 101.70 mills will generate \$110,900,000 based on a 100% collection rate, the switch from 6% to 4% property owners and uncollected amounts. Effective this date, Mrs. White has determined the District will need 105.6 mills; Mrs. Alicia Holland, County Chief Financial Officer, estimate is 105.2 mills.

Mr. Flewelling feels information should be provided prior to a meeting in order to allow Council adequate time to review the information.

Mrs. Alicia Holland, Chief Financial Officer, clarified she sent an email today that contained information on mills to provide an update to all of the taxing districts. It is not directly related to this agenda item.

Mr. Gruber, County Attorney, addressed how this item could be approached and whether or not it would require three readings. The budget was adopted June 23, 2014; therefore, in order to amend the budget ordinance, it would require three readings and a public hearing.

Mr. Caporale said the technical problem is the collection rate and the movement from 6% to 4% property owners. Regarding the School District's fund balance, we need to think about whether or not we want to do something about this and look into the possibility of a formula for the future.

Mr. McBride feels Council should set the millage rate that will generate the dollar amount approved in the ordinance.

Mr. Caporale is proposing the Finance Committee meet August 25, 2014 to continue discussion and possibly a recommendation on this item.

Mr. Kubic stated there would never be an absolute number.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Rodman, that Finance Committee approve and recommend Council use new data for generation of millage to appropriate the \$114,868,815 approved for FY 2015 School District budget.

**Motion to postpone:** It was moved by Mr. Flewelling, that Finance Committee postpone this item until a later date. The motion died for lack of a second.

**Vote on the motion:** The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council use new data for generation of millage to appropriate the \$114,868,815 approved for FY 2015 School District budget. This item will be discussed at August 25, 2014 Finance Committee meeting.

## 8. Library Board Presentation / FY2015 Budget

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mrs. Anna Marie Tabernik, Library Board member, provided the Committee with a PowerPoint presentation. The FY 2015 budget appropriations were set at the same rate as FY 2014. In FY 2014, the libraries only operated at 40 hours a week. The libraries are now operating 50 hours. She provided three scenarios as to what could happen with the current approved budget. These include having a shortfall that will not allow expenses to be covered, the laying off staff, or a mid-year increase from County Council, as well as additional cuts to programs, projects and liaisons. Library administration agrees that the current schedule cannot be maintained in the FY 2015 approved budget. There are three choices: (i) run a deficit through June 2015, (ii) receive a mid-year appropriation of \$330,000 in additional funds, and (iii) revert to 40 hours at all branches with the current budget.

Mr. Joe Bogacz, Library Board member, provided the Committee an overview of two different scenarios.

Mr. Rodman stated the actual expected when the budget was approved a year ago was \$3.7 million. The projected now is \$3.9 million. If Council were to provide an increase of \$330,000, that would make the budget exceed projections.

Mr. Bogacz stated the numbers presented are Munis numbers and excludes the benefits pool, etc.

Mr. Eisenman, Financial Analyst, said these are called pool benefits and the funds are grouped together rather than individually. The Library portion of the benefits is a part of their budget. Special Revenue has been taken out of the General Fund and put into a special fund for the Library. It is approximately \$202,000. This information will be presented to the Library Board next month.

Mr. Fobes said if you look at the total requested column, it assumes a spending of \$350,000 of library materials. If you cut that portion, then it will level out.

Mrs. Tabernik said the state aid is for support, not supplant.

Mr. Fobes pointed out, there are currently six vacancies, as well as the fact that the Director salary will not be funded for upwards of six months. Those dollars will make up approximately two-thirds of the requested amount.

Mr. Flewelling wants to know what services the Library would like Council to cut in order to fund the libraries further.

Ms. Tabernik stated they are before Council to demonstrate the options available and the situation at hand.

Mr. Kubic said he asked the Library Board to revise the Director's job description as well as the other positions, identify essential versus non-essential staff, and develop a plan that is accommodating and flexible. In trying to recover a value of 40 positions, there are challenges of replacing certain positions. This same task is being conducted by the Public Works, Assessor Parks and Leisure Services Departments. Those four departments have a larger number of employees.

**Status:** Information only. No action required.

DRAFT

## PUBLIC FACILITIES COMMITTEE

August 18, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Public Facilities Committee met Monday, August 18, 2014 at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Gerald Dawson, Vice Chairman Steven Fobes and members Cynthia Bensch, Rick Caporale, Brian Flewelling, William McBride and Jerry Stewart present. Non-Committee member Paul Sommerville and Laura Von Harten present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Eddie Bellamy, Public Works Director; David Coleman, Capital Improvement Program Manager; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Alicia Holland, Chief Financial Officer; Colin Kinton, Traffic/Transportation Engineer; Gary Kubic, County Administrator; Eric Larson, Stormwater Engineer; Scott Marshall, Parks and Leisure Services Director; Rob McFee, Division Director—Engineering and Infrastructure; and Dave Thomas, Purchasing Director.

Public: Chief John Thompson, Bluffton Township Fire District; Ed Modzelewski, Chairman, Applied Technology & Management; and Tony Maglione, Vice President, Applied Technology & Management.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet / The Beaufort Gazette*.

Mr. Dawson chaired the meeting.

### ACTION ITEMS

#### 1. Drainage Easement Acquisition Policy

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Stormwater Engineer, presented a Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system.

**Motion:** It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee recommend Council adopt the Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSTAIN – Mr. Flewelling. The motion passed.

**Recommendation:** Council adopt the Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system.

## **2. Consideration of Contract Award / Buckwalter Regional Park Community Center Phase 2 Expansion Design Build Project**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. Beaufort County issued a request for proposal from qualified firms to design and build the Phase 2 Expansion of Buckwalter Park Community Center. Phase 2 consists of a double gymnasium with two full basketball courts with a sky track, weight room, two racquetball courts, two multipurpose rooms, two indoor batting cages, equipment/support area, and common area to provide connectivity and circulation. Staff is recommending a contract award to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee recommend that Council award a contract to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees.

## **3. Consideration of Contract Award / Government Complex Parking Lot Stormwater Retrofit Project**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Stormwater Engineer, presented this item to the Committee. This project provides a highly visible location to create a stormwater demonstration venue illustrating the use of best management practices (BMP) required in the County Stormwater

Manual to improve the water quality in our local marshes and estuaries. The project involves the installation of 18,072 square feet of permeable clay pavers and 3,152 square feet of rain gardens, along with the associated infrastructure including curbs, landscape and irrigation. Staff is recommending a contract award to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit.

**Motion:** It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Committee recommend to Council an award of contract to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit.

#### **4. An Ordinance Authorizing the Bluffton Township Fire District to Give and Receive Mutual Access Easements with the Beaufort County School District**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Josh Gruber, County Attorney, reviewed this item with the Committee. The County has received a request from the Bluffton Township Fire District Board to authorize them to give and receive mutual ingress and egress easements with the School District for the Davis Road campus. They are looking to exchange easements with the School District to obtain access to the site once it goes into the construction stage. The mutually shared access road serves both the Fire District and school bus entrance, not the public entrance.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that Council approve on first reading an ordinance authorizing the Bluffton Township Fire District to give and receive Mutual Access Easements with the Beaufort County School District. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council approve on first reading an ordinance authorizing the Bluffton Township Fire District to give and receive Mutual Access Easements with the Beaufort County School District.

#### **5. An Ordinance Establishing, Developing and Constructing Multi-Use Recreation Trails and Restricting the Use Thereof to Non-Motorized Activities**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Josh Gruber, County Attorney, stated the County is establishing, developing and constructing multi-use recreational trails for the intended use of non-motorized activities such as walking, jogging, inline skating, rollerblading, skateboarding and bicycling. In order to provide for the safe use of these trails, it is necessary to adopt an ordinance regulating the use of these activities.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on first reading an ordinance establishing, developing and constructing multi-use recreation trails and restricting the use thereof for non-motorized activities. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council approve on first reading an ordinance establishing, developing and constructing multi-use recreation trails and restricting the use thereof for non-motorized activities.

## **INFORMATION ITEMS**

### **6. Consideration of Contract Renewal / Unifirst Rental Uniform Service (< \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Unifirst Corporation to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050.

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Bensch, that Committee award a contract to Unifirst Corporation in the amount of \$60,000 to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Status:** Committee awarded a contract to Unifirst Corporation in the amount of \$60,000 to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The



FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050.

## 7. Status / Stormwater Utility Related to Pending MS4 Implementation

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Stormwater Engineer, introduced the Municipal Separate Storm Sewer System (MS4) water quality program. As background, the United States Environmental Protection Agency's (EPA) Clean Water Act (CWA) was enacted in 1972 to address degrading water quality nationwide. The CWA addresses both point source and non-point source pollution. Stormwater is considered a non-point source of pollution since pollutants come from many sources, not just a single facility. In 1999, Phase I implementation of the non-point source program focused on MS4s with population over 100,000. Phase II started in 2003 and the "bar was lowered" to communities with 50,000 population or urban density thresholds. As a result of the 2010 U.S. Census, portions of southern Beaufort County met the density and population threshold and became designated as a MS4 by DHEC.

The coverage area roughly overlaps the Towns of Bluffton and Hilton Head Island with fragmented areas of unincorporated Beaufort County. More significantly, the MS4 boundary will not include the urbanized clusters "north of the Broad River," specifically the Town of Port Royal and the City of Beaufort. The Sun City urbanized cluster is also not included. The County maintains roads and storm sewer infrastructure that exists throughout the limits of the Towns of Bluffton and Hilton Head Island, resulting in an interwoven MS4 boundary of the County.

The MS4 Program will require new programs and activities that we will have to implement. The CWA and the DHEC MS4 General Permit defines a Stormwater Management Plan (SWMP) that addresses six Minimum Control Measures (MCM). They include:

- Public Education
- Public Outreach and Involvement
- Illicit Discharge, Detection, and Elimination (IDDE)
- Construction Run-Off
- Post Construction Best Management Practices (PC-BMP)

With the implementation of the MS4 permit, our monitoring efforts will increase. We will use the system mapping to identify our outfalls into the Waters of the State and establish a dry and wet weather-sampling plan. Our list of constituents of concern will grow and monitoring will involve field-testing in addition to, sampling and lab analysis.

The Stormwater Utility has been very successful since its formation. MS4 marks the next milestone for Beaufort County.

**Status:** Information only.

### **8. Update / Malphrus Road / Bluffton Parkway Intersection Estimate**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Rob McFee, Engineering and Infrastructure Division-Director, reviewed this item with the Committee. This item deals with the undulation and the attenuation between Malphrus Road and Bluffton Parkway 5A. The Preferred Materials quote is \$59,730 and Cleland Site Prep is \$81,816. This scope of work is to mill and replace the portion of Malphrus Road and Bluffton 5A overlap in order to maintain drainage as well as to make the ride more user-friendly. Because of the dollar amount of the improvements, this project will need to be advertised for bid.

**Status:** Information only.

### **9. Consideration of Contract Award / Stormwater Consulting for Engineering Services**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract award to assist the Stormwater Management Department with its programs and projects. The proposal requested that the vendor's consultants oversee, design, development and/or manage the department's various projects and program for the term of one year with the option to renew every year for four consecutive years. The Evaluation Committee selected and ranked Applied Technology & Managements, Inc. the number one firm. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services.

**Motion:** It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee award a contract to Applied Technology & Managements, Inc., Okatie, South Carolina to assist the Stormwater Management Department with its programs and projects. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride and Mr. Stewart. NAYS – Mr. Flewelling. The motion passed.

**Status:** Committee awarded a contract to Applied Technology & Managements, Inc., Okatie, South Carolina to assist the Stormwater Management Department with its programs and projects. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services.

## **10. Consideration of Contract Award / Burton Wells Regional Park Recreation Center Vestibule Improvements**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The County received bids from two firms for vestibule improvements at the Burton Wells Regional Park. The scope of improvements includes creation of a service window, reconfigured lobby area to provide access control, access control system, ADA door operators, security system improvements, and office remodeling. Staff is recommending contract awards as follows: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally, recommend approval of a 10% project contingency for a total project budget of \$181,625.84.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee award contracts to: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally approve a 10% project contingency for a total project budget of \$181,625.84. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Status:** Committee awarded contracts as follows: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally approve a 10% project contingency for a total project budget of \$181,625.84.

## **11. Bluffton Parkway 5A Flyover Color Options**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Colin Kinton, Transportation/Traffic Engineer, presented various paint color palettes for use on the steel beams of the Bluffton Parkway 5A Flyover.

**Status:** Committee members selected paint color 35550 (light blue).

## 12. Executive Session

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee go immediately into executive session for the discussion of negotiations incidence to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Status:** No action required.

DRAFT



# Quote

NWN Corporation  
 7025 Albert Pick Rd Suite 302  
 Greensboro NC 27409  
 p: 336-294-0141  
 REMIT TO:  
 NWN Corporation

**Date** 8/11/2014  
**Quote #** QT95752  
**Expires** 7/24/2014  
**Sales Rep** Roland, Stacy  
**TeleSales Rep**  
**Project**  
**Terms** Net 30  
**Quote Title** SMARTnet Renewal 2014-2016

**Quote for:**  
 Finance Department  
 Beaufort County Council - SC  
 PO Drawer 1228  
 Beaufort SC 29901-1228

**Ship To:**  
 Information Systems  
 Beaufort County Managemetn  
 104 Ribaut Rd A.Horne Bldg  
 Beaufort SC 29902

Item	Qty	Description	Price	Amount
CON-ESW-1	1	****ESW/UCSS renewal Contract 93969041**** ESSENTIAL SW MAINT. RENEWAL	12,906.95	12,906.95
UCSS Coverage	1	Cisco Unified Communications Software Subscription	26,441.47	26,441.47
CON-SAS-1	1	****SAS Contract 93969042**** SmartNet SW App Support Package-Renewal	6,214.66	6,214.66
CON-SNT-1	1	****SNT Contract 93969052**** SmartNet 8x5xNBD-Renewal	74,107.26	74,107.26
CON-SNTP-1	1	****SNTP Contract 93969054**** SmartNet 24x7x4-Renewal Coverage co-termed to 8/31/2016	51,895.40	51,895.40
			<b>Subtotal</b>	171,565.74
			<b>Tax</b>	2,360.91
			<b>Total</b>	\$173,926.65

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## INVOICE

Invoice	INVC050417
Date	7/16/2014
Page	1
Acct#	4007000
Reference	JUL24752A/19705

**BILL TO:**

BEAUFORT COUNTY ADMINISTRATION  
P.O. DRAWER 1228  
100 RIBAUT ROAD  
  
BEAUFORT SC 29901-1228

**SHIP TO:**

BEAUFORT COUNTY ADMINISTRATION  
P.O. DRAWER 1228  
100 RIBAUT ROAD  
  
BEAUFORT SC 29901-1228

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
PAPP-S		1	\$31,921.85	\$31,921.85
GRM-TAX BILL-S		1	\$93,211.84	\$93,211.84
PROPERTYMAX-S		1	\$7,239.88	\$7,239.88
WEBHOSTPROPERTY-S		1	\$4,022.15	\$4,022.15
PROPERTYMAX-DATA-S		1	\$4,826.59	\$4,826.59
COLLECTMAX-S		1	\$7,239.88	\$7,239.88
WEBHOSTCOLLECT-S		1	\$3,968.85	\$3,968.85
COLLECTMAX-DATA-S		1	\$4,826.59	\$4,826.59
GEOANALYST-S		1	\$6,372.21	\$6,372.21

FOR THE PERIOD OF 7/1/2014-6/30/2015

Subtotal	\$163,629.84
Tax	\$0.00
<b>Total</b>	<b>\$163,629.84</b>

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BEAUFORT SC 29901-1228

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WEBHOSTCOLLECT-S		1	\$3,968.85	\$3,968.85
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GEOANALYST-S		1	\$6,372.21	\$6,372.21

FOR THE PERIOD OF 7/1/2014-6/30/2015

Subtotal	\$163,629.84
Tax	\$0.00
Total	\$163,629.84

PLEASE REMIT ONE COPY WITH YOUR PAYMENT  
THANK YOU!



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## Maintenance and Support Schedule and/or Note Schedule

For Internal Use Only

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7/15/2014

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ACCT# 4007000

BEAUFORT COUNTY ADMINISTRATION  
P.O. DRAWER 1228  
100 RIBAUT ROAD

BEAUFORT SC 29901-1228

JULY-JUNE

1.00 SY	ANNUAL MAINTENANCE & SUPPORT	0.00	0.00
1.00 PER	THE PERIOD 7/1/14-6/30/15 FOR	0.00	0.00
1.00 CON	CONTRACT #SC2007.001.01 FOR	0.00	0.00
1.00 PAPP-S	PROVAL PLUS SUPPORT	31,921.85	31,921.85
1.00 GRM-TAX BILL-S	GRM Tax Bill&Collections Support	93,211.84	93,211.84
1.00 GRM-CASHIERING-S	GRM Cashiering Support *Included*	0.00	0.00
1.00 GRM-TAX ADMIN-S	GRM Records Admin Spt *Included*	0.00	0.00
1.00 GRM-ASSMT ADMIN-S	GRM Assessment Admin Support *Included*	0.00	0.00
1.00 GRM-PPC-S	GRM Personal Property Spt *Included*	0.00	0.00
1.00 PROPERTYMAX-S	PROPERTYMAX SOFTWARE SUPPORT	7,239.88	7,239.88
1.00 WEBHOSTPROPERTY-S	WEBHOSTING OF PROPERTY SITES	4,022.15	4,022.15
1.00 PROPERTYMAX-DATA-S	PropertyMax Data Extract Spt	4,826.59	4,826.59
1.00 COLLECTMAX-S	COLLECTMAX SOFTWARE SUPPORT	7,239.88	7,239.88
1.00 WEBHOSTCOLLECT-S	WEBHOSTING FOR COLLECTMAX	3,968.85	3,968.85
1.00 COLLECTMAX-DATA-S	CollectMax Data Extract Spt	4,826.59	4,826.59
1.00 GEOANALYST-S	PV GeoAnalyst Support	6,372.21	6,372.21

Subtotal	163,629.84
Tax	0.00
<b>Total</b>	<b>163,629.84</b>

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Valid Through: **7/31/2014**

Client: Heather Haase  
Beaufort County MIS  
100 Ribaut Road  
Beaufort, SC 29901  
(843) 255-7020  
[hhaase@bcgov.net](mailto:hhaase@bcgov.net)  
Enrollment # **6504128** (7/01/2012 - 6/30/2015)

Prepared by:  
David Williams  
CompuCom Systems, Inc.  
Software Solutions Specialist  
704-307-4723 (O)  
[David.Williams@CompuCom.com](mailto:David.Williams@CompuCom.com)

Qty	Part #	Item Name	Offering	Level	Purchase Period	Unit Price	Extended Price
<i>Microsoft Enterprise Agreement - Year 3 Anniversary:</i>							
200	76A-00028	EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs	Enterprise 6	D	Annual Payment 3 of 3	\$134.48	\$26,896.00
900	76A-00034	EntCAL ALNG SA MVL UsrCAL wSrvcs	Enterprise 6	D	Annual Payment 3 of 3	\$80.85	\$72,765.00
2	312-02177	ExchgSvrStd ALNG LicSAPk MVL	Enterprise 6	D	Annual Payment 3 of 3	\$267.30	\$534.60
2	312-02257	ExchgSvrStd ALNG SA MVL	Enterprise 6	D	Annual Payment 3 of 3	\$114.68	\$229.36
1	228-04433	SQLSvrStd ALNG SA MVL	Enterprise 6	D	Annual Payment 3 of 3	\$145.20	\$145.20
10	7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	Enterprise 6	D	Annual Payment 3 of 3	\$1,354.65	\$13,546.50
14	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	Enterprise 6	D	Annual Payment 3 of 3	\$580.80	\$8,131.20
100	4ZF-00019	VDA ALNG SubsVL MVL PerDvc	Enterprise 6	D	Annual Payment 3 of 3	\$66.00	\$6,600.00
1	9JD-00053	VSUftwMSDN ALNG SA MVL	Enterprise 6	D	Annual Payment 3 of 3	\$1,654.13	\$1,654.13
10	6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	Enterprise 6	D	Annual Payment 3 of 3	\$14.03	\$140.30
2	P71-01031	WinSvrDataCtr ALNG LicSAPk MVL 1Proc	Enterprise 6	D	Annual Payment 3 of 3	\$908.33	\$1,816.66
18	P71-00886	WinSvrDataCtr ALNG SA MVL 1Proc	Enterprise 6	D	Annual Payment 3 of 3	\$389.40	\$7,009.20

**Total: \$139,468.15**

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  2. Sales tax is not included on quotes. Please add the appropriate sales tax to your Purchase Order, if applicable.  
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  4. SC State Contract Number: 4400003937, CompuCom Vendor # 7000040970



## BEAUFORT COUNTY BOARD OF EDUCATION Resolution

**BILL EVANS**  
Chairman, District 2  
Lady's Island, Beaufort

Whereas, the Beaufort County Council, in its June 2014 Budget Ordinance, appropriated revenue to the Beaufort County School District for Fiscal Year 2015 in the amount of \$114.9 million;

**MARY CORDRAY**  
Vice Chairman, District 8  
Bluffton

Whereas, the Beaufort County School District has acted in full and complete reliance on such appropriation;

**LAURA BUSH**  
Secretary, District 9  
Bluffton, Daufuskie

Whereas, the Beaufort County School District set and implemented its budget in compliance with such appropriation;

**EARL CAMPBELL**  
District 1  
Burton, Dale, Lobeco, Seabrook

Whereas, the 2014-2015 School Year is underway;

**MICHAEL RIVERS, SR.**  
District 3  
St. Helena Island

Therefore, be it resolved, the Beaufort County School District requests the Beaufort County Council establish a millage rate sufficient to generate revenue equal to the June 2014 appropriation amount.

**JIM BECKERT**  
District 4  
Beaufort, Port Royal

Done in meeting duly assemble this 19<sup>th</sup> day of August, 2014.

**GERI KINTON**  
District 5  
Burton, Okatie

BEAUFORT COUNTY, SOUTH CAROLINA

**PAUL ROTH**  
District 6  
Bluffton

William M. Evans, Chairman  
Beaufort County School District Board of Education

**EVVA ANDERSON**  
District 7  
Bluffton

**BILL PAYNE**  
District 10  
Hilton Head Island

**JOANN ORISCHAK**  
District 11  
Hilton Head Island

(SEAL)

**DR. JEFFREY MOSS**  
Superintendent

ATTEST:

**ROBYN CUSHINGBERRY**  
Executive Assistant to the Board

Robyn Cushingberry, Executive Assistant  
Beaufort County School District Board of Education

**Beaufort County School District  
(Detailed)**

	A	B	C	D	E	F	G
Revenues by Source	FY 2013-2014 Approved Budget	FY 2013-2014 Projected Actual at 8/25/2014	Variance From Budget	FY 2014-2015 Proposed Budget	Opening of Davis Rd PK-8 FY 2015-2016 Projected Budget	Opening of New Riverside HS FY 2016-2017 Projected Budget	FY 2017-2018 Projected Budget
Millage Rate	97.45 mils			101.7			
<b>1 Local</b>							
2 Ad Valorem (Current and Delinquent)-Net of TIFs	114,868,815	110,096,911	(4,771,904)	114,868,815	116,017,503	120,277,678	121,480,455
3 Penalties and Interest	800,000	731,642	(68,358)	800,000	800,000	800,000	800,000
4 HHI TIF (2015-2016)	-	-	-	-	3,100,000	-	-
5 Rent	583,500	553,172	(30,328)	563,500	563,500	563,500	563,500
6 Other Local	80,000	516,180	436,180	370,000	370,000	370,000	370,000
<b>7 Total Local Revenue</b>	<b>\$ 116,332,315</b>	<b>\$ 111,897,905</b>	<b>(4,434,410)</b>	<b>\$ 116,602,315</b>	<b>\$ 120,851,003</b>	<b>\$ 122,011,178</b>	<b>\$ 123,213,955</b>
<b>8 State</b>							
9 Sales Tax Reimbursement on Owner Occupied	42,761,119	42,510,619	(250,500)	43,360,281	43,960,281	44,560,281	45,160,281
10 Proviso 1.101/EFA	-	-	-	697,308	-	-	-
11 Fringe Benefits/Retiree Insurance	5,476,221	5,938,827	462,606	6,000,000	6,000,000	6,000,000	6,000,000
12 Education Finance Act	3,929,748	3,560,563	(369,185)	6,692,187	8,000,000	8,100,000	8,100,000
13 Reimbursement for Local Property Tax Relief	7,036,261	7,033,488	(2,773)	7,036,261	7,036,261	7,036,261	7,036,261
14 Other State Property Tax (Homestead/Merchant Inv)	2,442,079	2,377,946	(64,133)	2,442,079	2,442,079	2,442,079	2,442,079
15 Other State Revenue (Bus Driver Salary/Misc)	-	1,099,487	1,099,487	1,200,179	1,200,179	1,200,179	1,200,179
<b>16 Total State Revenue</b>	<b>\$ 61,645,428</b>	<b>\$ 62,520,930</b>	<b>875,502</b>	<b>\$ 67,428,295</b>	<b>\$ 68,638,800</b>	<b>\$ 69,338,800</b>	<b>\$ 69,938,800</b>
<b>17 Federal</b>							
18 Other Federal Sources	900,000	991,885	91,885	900,000	900,000	900,000	900,000
<b>19 Total Federal Revenue</b>	<b>\$ 900,000</b>	<b>\$ 991,885</b>	<b>91,885</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>
<b>20 Total Revenue</b>	<b>\$ 178,877,743</b>	<b>\$ 175,410,720</b>	<b>(3,467,023)</b>	<b>\$ 184,930,610</b>	<b>\$ 190,389,803</b>	<b>\$ 192,249,978</b>	<b>\$ 194,052,755</b>
<b>21 Other Financing Sources</b>							
22 Transfers from Special Revenue	3,994,372	3,916,005	(78,367)	3,994,372	4,000,000	4,000,000	4,000,000
23 Transfers from Other Funds	362,882	479,969	117,087	450,000	450,000	450,000	450,000
<b>24 Total Other Financing Sources (Uses)</b>	<b>\$ 4,357,254</b>	<b>\$ 4,395,974</b>	<b>38,720</b>	<b>\$ 4,444,372</b>	<b>\$ 4,450,000</b>	<b>\$ 4,450,000</b>	<b>\$ 4,450,000</b>
<b>25 Total Revenue and Other Financing Sources</b>	<b>\$ 183,234,997</b>	<b>\$ 179,806,694</b>	<b>(3,428,303)</b>	<b>\$ 189,374,982</b>	<b>\$ 194,839,803</b>	<b>\$ 196,699,978</b>	<b>\$ 198,502,755</b>
<b>26 Expenditures</b>	182,906,012	182,162,717	(743,295)	189,558,841	195,386,301	201,754,385	205,754,385
<b>27 Increase(Decrease) in Fund Balance</b>	<b>\$ 328,985</b>	<b>\$ (2,356,023)</b>	<b>(2,685,008)</b>	<b>\$ (183,859)</b>	<b>\$ (546,498)</b>	<b>\$ (5,054,407)</b>	<b>\$ (7,251,630)</b>
<b>28</b>							
<b>29 Beginning Fund Balance</b>	30,503,375	30,503,375		28,147,352	27,963,493	27,416,995	22,362,588
<b>30 Ending Fund Balance</b>	<b>\$ 30,832,360</b>	<b>\$ 28,147,352</b>	<b>\$ (2,685,008)</b>	<b>\$ 27,963,493</b>	<b>\$ 27,416,995</b>	<b>\$ 22,362,588</b>	<b>\$ 15,110,958</b>
<b>31 % of Next Year's Expenditure or Budget</b>	16.9%	14.8%		14.3%	13.6%	10.9%	

ORDINANCE NO. 2014 / 15

FY 2014-2015 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2014 and ending June 30, 2015, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance. The County Council of Beaufort County reserves the right to modify these millage rates at its August 25, 2014 meeting.

SECTION 2. MILLAGE

In Fiscal Year 2014-2015 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	101.70
School Bond Debt Service (Principal and Interest)	31.71

The values listed above are in accordance with Section 6-1-320(A)(2) of the *Code of Laws of South Carolina, 1976*, as amended.

	Prior Year Millage	% Average CPI	% Population Growth	Allowable Annual % Increase of Millage of Millage Rate	Millage Bank Used	Millage Bank Balance
2012	90.26	1.64%	1.71%	3.35%	0.00%	3.35%
2013	91.26	3.16%	1.03%	4.19%	-1.10%	6.44%
2014	97.45	2.07%	2.21%	4.28%	0.00%	10.72%

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$190,400,000 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$114,868,815 to be derived from tax collections;
- B. \$ 67,428,295 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,733,500 to be derived from other local sources;
- E. \$ 4,444,372 to be derived from inter-fund transfers; and
- F. \$ 1,025,018 to be derived from fund balance.



The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2014-2015 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2015 are hereby approved.

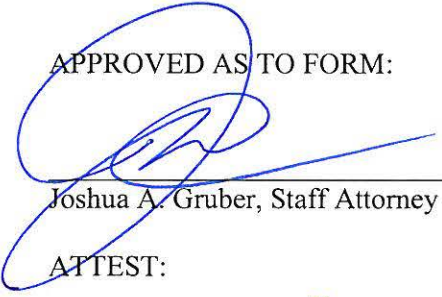
SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2014. Approved and adopted on third and final reading this 23<sup>rd</sup> day of June, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Joshua A. Gruber, Staff Attorney

ATTEST:

  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: May 27, 2014  
Second Reading: June 9, 2014  
Public Hearings: June 9, 2014 and June 23, 2014  
Third and Final Reading: June 23, 2014

## Millage Analysis

	Beaufort County Council				Beaufort County School District				County Staff Estimate	BCSD Staff Estimate
	FY 2014		FY 2015		FY 2014		FY 2015			
	Preliminary	Final	Preliminary	Final	Preliminary	Final	Preliminary	Final		
Date of Distribution	4/9/2013	8/22/2013	3/26/2014	8/18/2014	4/9/2013	8/22/2013	3/26/2014	8/18/2014		
Data as of Date	3/26/2013	8/21/2013	2/28/2014	7/31/2014	3/26/2013	8/21/2013	2/28/2014	7/31/2014		
Estimated Value of Mill	1,687,980	1,677,376	1,659,329	1,646,084	1,206,341	1,244,831	1,172,920	1,148,494	1,148,494	1,148,494
Mill Rate established by Ordinance	46.48	46.48	46.48	46.48	100.55	97.45	101.7	101.7	105.28	105.69
Gross Revenue (100%)*	78,457,310	77,964,436	77,125,612	76,509,984	121,297,588	121,308,781	119,285,964	116,801,840	120,913,448	121,384,331
Appropriated Revenue**	71,086,377	71,086,377	72,479,000	72,479,000	114,868,815	114,868,815	114,868,815	114,868,815	114,868,815	114,868,815
Difference	(7,370,933)	(6,878,059)	(4,646,612)	(4,030,984)	(6,428,773)	(6,439,966)	(4,417,149)	(1,933,025)	(6,044,633)	(6,515,516)
Percentage of Difference (Discount)	-9.4%	-8.8%	-6.0%	-5.27%	-5.3%	-5.3%	-3.7%	-1.65%	-5.0%	-5.4%
Percentage of Gross Revenue	90.61%	91.18%	93.98%	94.73%	94.70%	94.69%	96.30%	98.345%	95.00%	94.63%
Estimated Year-End Actual Revenue						110,096,911				
Percentage of Difference (True Discount)						-9.2%				
Percentage of Gross Revenue						90.8%				

\*Value of mill multiplied by mill rate

\*\*Per Ordinance





**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DIVISION  
104 Industrial Village Road, Building #3, 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Bryan Hill, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Robert McFee, Director of Engineering and Infrastructure

SUBJ: **BUCKWALTER REGIONAL PARK COMMUNITY CENTER PHASE 2 EXPANSION  
DESIGN BUILD PROJECT RFP #112113**

DATE: August 8, 2014

**BACKGROUND.** Beaufort County issued a Request for Proposals for qualified firms to design and build the Phase 2 Expansion of the Buckwalter Regional Park Community Center. Phase 2 consist of a double Gymnasium with 2-full Basketball Courts with a sky track, a Weight Room, 2-Racquetball Courts, 2-Multipurpose Rooms, 2- Indoor Batting Cages, Equipment/Support Areas, and common area to provide connectivity and circulation. There will also be minor upgrades/renovations to the existing facility.

The following firms responded and provided proposals for the project on January 9, 2014.

PROPOSER	LOCATION	AMOUNT
Mashburn Construction /Clancy Wells Architecture	Charleston, SC	\$5,550,000
BES, Inc.	Beaufort, SC	\$4,786,862

A selection committee consisting of the CIP Manager, Construction Manager, Facilities Director, PALS Director, and PALS Deputy Director reviewed, evaluated and ranked the proposals using established criteria focused on the "best value offered". As a result of the interviews, Mashburn Construction/Clancy Wells Architecture team was selected as the proposer providing the best understanding and value for the design and construction of Phase 2. The Mashburn/Clancy Wells team designed and built Phase 1 of the Buckwalter Community Center in 2008/2009. This team's proposal was also reviewed for compliance with the County's Small & Minority Business Subcontractor Guidelines and it has been determined that they made a "Good Faith Effort" and are in compliance with respect to Beaufort County's requirements. On the basis of the qualification of the firm and the value offered, the selection committee recommends award of a design/build contract to Mashburn Construction/Clancy Wells Architecture for the Buckwalter Regional Park Community Center Phase 2 Expansion Design Build Project.

**FUNDING.** Staff is requesting a contingency of 10% (\$550,000.00) of the total bid price. The project will be funded by the 2015 CIP Program with a budget of \$5,000,000 and Bluffton PALS Impact Fees with a current balance of \$2,247,118. The total project budget for design and construction is \$6,100,000.

**ACTION.** Public Facilities Committee Meeting on August 18, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to Mashburn Construction Company, Inc., to design and build the Phase 2 Expansion of the Buckwalter Regional Park Community Center for a total contract amount of \$5,550,000. Additionally, approve and recommend to County Council a project design and construction budget of \$6,100,000 which includes a 10% contingency.

JRM/DC/mjh

Attachments: 1) Phase 2 Building Plan  
2) SMBE Documents

cc: Scott Marshall  
rfn/BWCamCtrPh2DesignBuild

2014-08-15 16:38:44

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**Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)**  
Buckwalter Community Center Phase II Expansion – RFP #112113

	<b>Prime Bidder/Proposer</b>	<b>BES</b>	<b>Mashburn</b>
1	Included Good Faith Efforts Checklist Form	1	1
2	Requested Beaufort County SMBE Vendor List	1	1
3	Included Copy of Written Notice to SMBE	1	1
4	Provided Proof of Sending Written Notice to SMBE	1	1
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1
6	Included Copy of Written Notice to Good Faith Agencies	1	1
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1
9	Included Outreach Documentation Log (Exhibit 2)	1	1
10	Included Proposed Utilization Plan (Exhibit 3)	1	1
	<b>Total</b>	<b>10</b>	<b>10</b>

Beaufort Engineering Services, Inc. (Beaufort, SC)  
Mashburn Construction (Charleston, SC)

Total of 10 Possible Points

Scoring:  
0 = No  
1 = Yes



Prepared by Monica Spells, Compliance Officer  
July 23, 2014

**Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)**  
Buckwalter Community Center Phase II Expansion – RFP #112113

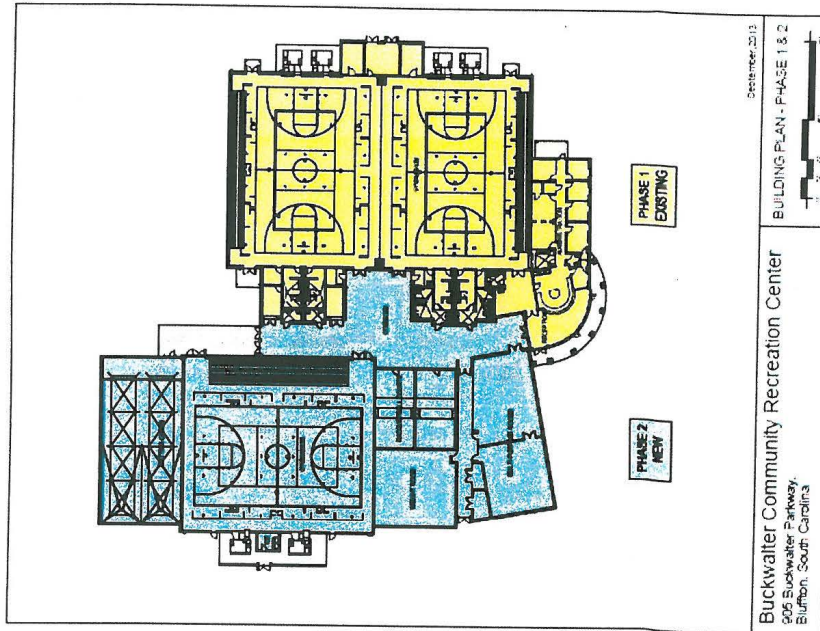
Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope
<b>Beaufort Engineering Services</b> Beaufort, SC	BES Services, LLC	WBE	Bluffton, SC	A/E Services
<b>Mashburn Construction</b> Charleston, SC	3-Way Electric, LLC	SBE	Bluffton, SC	Electrical
	Heritage Pest Control, Inc.	SBE	Hilton Head Island, SC	Termite Treatment
	Professional Landscape, LLC	SBE	Bluffton, SC	Landscaping
	Pender Brothers, Inc.	SBE	Port Royal, SC	Plumbing

Note: This solicitation sought proposals only and did not involve actual quotes from potential subcontractors

MBE = Minority Business Enterprise  
SBE = Small Business Enterprise  
WBE = Woman Business Enterprise



Prepared by Monica Spella, Compliance Officer  
July 23, 2014





COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT  
106 Industrial Village Road, Building 2  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee  
FROM: Dave Thomas, CPPO, Purchasing Director *AT*  
SUBJ: CONTRACT AWARD RECOMMENDATION FOR THE BEAUFORT COUNTY  
GOVERNMENT COMPLEX PARKING LOT STORM WATER RETROFIT PROJECT  
DATE: August 15, 2014

**BACKGROUND:** The project provides a highly visible location to create a stormwater demonstration venue illustrating the use of best management practices (BMP) required in the Beaufort County Stormwater Manual to significantly improve the water quality in our local marshes and estuaries. The project involves the installation of 18,072 square feet of permeable clay pavers and 3,152 square feet of rain gardens along with the associated infrastructure including curbs, landscape, and irrigation.

Beaufort County advertised for bid submittals on this project on two previous occasions. In November 2012, the County prequalified contractors for the project and then requested that the prequalified contractors submit bid proposals. None of the prequalified contractors responded. In April 2014, the County advertised for bids again and for a second time did not receive any responses. In July 2014, the County requested quotes from five (5) contractors and on August 7, 2014 Beaufort County received the following quotes for the referenced project.

<u>Contractors</u>	<u>Total Quote</u>
Lane Construction, Beaufort, SC	\$ 292,989
JS Construction, Bluffton, SC	\$ 299,653
JoCo Construction, Beaufort, SC	\$ 299,807
Cleland Site Prep, Inc., Ridgeland, SC	\$ 339,794
JH Heirs Construction, Walterboro, SC	\$ 366,363

Due to the critical nature of permeable paver construction, the specifications clearly stated that contractors must include relevant project experience including the installation of this type of paver system. Lane Construction did not provide project references meeting this criterion and was therefore rejected. JS Construction provided the lowest responsible/responsive quote and a notarized 100% self-performance affidavit in compliance with the County's SMB Participation Ordinance. An analysis of their quote prices revealed no apparent cause for rejecting their bid. The other four (4) contractors demonstrated good faith outreach efforts for SMB participation.

**FUNDING:** Primary Funding – 50260011-51160, Stormwater Capital Improvement Fund. The budget for this project has a current balance of \$326,518.

**FOR ACTION:** Public Facilities Committee meeting August 18, 2014.

**RECOMMENDATION:** The Public Facilities Committee approve and recommend to County Council an award to JS Construction, Bluffton, SC in the amount of \$299,653 for the County Government Complex Parking Lot Storm Water Retrofit.

CC: Gary Kubic, County Administrator  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Chief Financial Officer *AK*  
Joshua Gruber, County Attorney *JG*  
Robert McFee, Director of Engineering and Infrastructure *RM*  
Eric Larson, Stormwater Manager *Eric Larson*  
Monica Spells, Compliance Officer *Spells*





**BEAUFORT COUNTY STORMWATER UTILITY**  
120 Shanklin Road  
Beaufort, South Carolina 29906  
Voice (843) 255-2801 Facsimile (843) 255-9478



TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Robert McFee, PE, Division Director for Engineering and Infrastructure  
Eric W. Larson, Beaufort County Stormwater Utility

SUBJECT: Discussion of a Policy for Acquisition of Storm Water Drainage Easements.

Date: August 6, 2014

*JRM/Free*  
*Eric W. Larson*

**BACKGROUND:** The following Standard Operating Procedure is recommended for all drainage easement acquisitions:

- 1) Stormwater Engineer, assisted by Easement Manager, determines easement needs; the easement acquisition process is initiated
  - a) identification of adjacent property owners (names and mailing addresses)
  - b) preparation of easement request letters
  - c) drafting of easement deeds or easement agreements
  - d) initial request letter is mailed
  - e) second request letter, if necessary, is mailed
  - f) if all the easement requests are granted, Easement manager records the documents and the drainage project proceeds
  - g) if the requested easement is not granted, County Staff attorney reports the same to Public Facilities Committee/County Council and recommends one of two courses of action
    - 1) Council designates the drainage as private and removes it from the drainage maintenance inventory; property owners are notified of this action by mail
    - 2) Council agrees to provide funding for the condemnation of the easement; drainage project proceeds when County takes title to the condemned easement
- 2) Stormwater department conducts/oversees the contract letting process
- 3) Contract is awarded
- 4) Construction phase commences

**FOR ACTION:** Public Facilities Committee meeting occurring on August 18, 2014.

**RECOMMENDATION:** Staff recommends the above process to be endorsed by the Public Facilities Committee of County Council for the acquisition of drainage easements and maintenance of the stormwater system.

CC: Gary Kubic, County Administrator  
Bryan Hill, Deputy Administrator

*GH*  
*BH*

/ewl

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING, DEVELOPING AND CONSTRUCTING MULTI-USE RECREATION TRAILS AND RESTRICTING THE USE THEREOF TO NON-MOTORIZED ACTIVITIES**

**WHEREAS**, Beaufort County, South Carolina is establishing, developing and constructing multi – use recreational trails to include, but not be limited to the Spanish Moss Trail; and

**WHEREAS**, these multi – use trails are for the intended use of non-motorized activities such as walking, jogging, inline skating, roller blading, skate boarding and bicycling; and

**WHEREAS**, in order to provide for the safe use of these trails, it is necessary to adopt an ordinance regulating the use of same; and

**WHEREAS**, Beaufort County Council believes to best provide for the health, safety, and welfare of its citizens it is appropriate to amend Part II, Chapter 90 of the Beaufort County Code of Ordinances by adding Article V thereto and to provide for additional terms to said Article; and

**WHEREAS**, all text that is underscored shall be added text;

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, that Article V of the Beaufort County Code is hereby amended as follows:

**Sec. 90-100. Purpose**

The Beaufort County Council recognizes that the multi-use recreational trails in Beaufort County, South Carolina are for the use and enjoyment of its citizens and that it is in the public’s interest that laws be promulgated to protect the safety and welfare of its patrons while using these trails.

**Sec. 90-101. Definitions**

Multi – use trail means any trail or path designated by County Council to be used for pleasure or as an alternative mode of transportation for use by walking, jogging, inline skating, roller blading, skate boarding, bicycling, and other non-motorized recreation.

Motorized vehicle means any motorized conveyance including, but not limited to: cars, trucks, motorcycles, tractors, farm machinery, four-by-four’s, golf carts, motorized scooters, minibikes, dune buggies or ATV’s. This shall not include motorized wheelchairs or other devices, which are necessary to facilitate movement due to a disability.



**Sec. 90-102 Prohibitions**

- (1) Vehicles. No person shall operate a motorized vehicle of any kind or nature over, through, across or upon the multi-use trail, provided that county vehicles operated while cleaning or working on the trail and law enforcement and emergency vehicles shall be exempt from the application of this section.
- (2) Hours of Use. No person shall be allowed access to or use a multi – use recreational trail from one hour after sunset to one hour before sunrise unless specially authorized by the Beaufort County Council.
- (3) Alcoholic Beverages. The consumption and possession of alcoholic beverages shall be prohibited on any multi-use recreational trail.
- (4) Litter. Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can or pieces thereof or any garbage, waste or refuse of any kind on the multi – use trail or the lands adjacent thereto shall be unlawful. All trash or litter shall be placed in designated trash receptacles.
- (5) Animals. No person shall fail to exercise proper care and control of his animal while using the multi – use trail. All animals must be on a leash and properly restrained. All animal refuse shall be placed in designated trash receptacles.

**Sec. 90-103 Penalties**

Any person violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 or 30 days imprisonment for each violation.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D . Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

First Reading:  
Second Reading:  
Public Hearing:  
Third and Final Reading:

2014 /

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

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

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: July 28, 2014  
Second Reading: August 11, 2014  
Public Hearings: August 11, 2014  
Third and Final Reading:

Walter J. Nester, III

wnester@mcnair.net  
T 843.785.2171  
F 843.686.5991

## MEMORANDUM

**Via E-mail Only (jgruber@bcgov.net)**

**TO:** Joshua A. Gruber, Esq.

**CC:** Allison Coppage, Esq. (*via e-mail*)  
Mr. Tony Criscitiello (*via e-mail*)

**FROM:** Walter J. Nester, III

**DATE:** July 2, 2014

**RE:** Development Agreement for Cherokee Farms  
(Revisions to Page 10, version 9)  
Our File No. 060462.00001

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Josh:

Attached, please find a clean copy of Page 10 (version 9) of the above-referenced Development Agreement, which was revised pursuant to the Development Agreement Subcommittee's agreements on June 25th. I have also enclosed a blackline, which shows the recent revisions made, but am not including the entire document as only Page 10 has been revised.

Please let me know if this is acceptable. Upon your approval, I will forward the final version of the Development Agreement, together with all exhibits, to Sue Rainey so that it may be published in time for the July 28th Natural Resources Committee meeting.

Best regards.

WJN:llm:amb  
*Attachments*

**McNair Law Firm, P. A.**  
Shelter Cove Executive Park  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, SC 29928

Mailing Address  
Post Office Drawer 3  
Hilton Head Island, SC 29938

mcnair.net

**DEVELOPMENT AGREEMENT**

**FOR**

**CHEROKEE FARMS**

**BEAUFORT COUNTY, SOUTH CAROLINA**

\_\_\_\_\_, 2014

**BURTON DEVELOPMENT, LLC**



planned unit development adjacent to the south of the Property and known as Habersham (hereinafter “**Habersham**” or the “**Habersham PUD**”), which amendment included additional property in the planned unit development while the Property was re-zoned to a Suburban zoning district; discussions with Beaufort County regarding designing the Property in the same manner or in a similar manner as Habersham; discussions and negotiations regarding the need for the submission of a planned unit development rather than re-zoning to a Suburban zoning district; and, various other related matters; and

**WHEREAS**, to better adhere to the aesthetic quality, connectivity and continuity between the Property and the adjacent Habersham PUD, Cherokee Investments has developed and submitted to the County a Unified Development Plan (the “**Unified Development Plan**”), attached hereto as Exhibit “B”, for the Habersham PUD and the Property (collectively hereinafter sometimes referred to as the “**Unified Development**”), which was approved by the County on October 30, 2013; and

**WHEREAS**, the County acknowledges and agrees that in the area of the Property, the character of the land: supports the development proposed by the Unified Development Plan; furthers the objectives of the Beaufort County Comprehensive Land Use Plan; increases the number of available lots; creates affordable housing opportunities for its citizens; improves traffic conditions; and, secures for its citizens a quality, well-planned and well-designed real estate development, while also increasing the County’s tax base; and

**WHEREAS**, the Development of the Property results in the imposition of certain impact fees (collectively, and not intending to be limiting, hereinafter “**Impact Fees**”) in accordance with applicable County ordinances and state law; and

**WHEREAS**, the County finds that the Owner’s proposed development of the Property, as described in this Development Agreement and in the Unified Development Plan, is consistent with Beaufort County’s Comprehensive Land Use Plan and will further the health, safety, welfare and economic well-being of the County and its citizens; and

**WHEREAS**, Owner has proposed the construction of certain road infrastructure on and off the Property and has agreed to the dedication thereof to the County; and

**WHEREAS**, the proposed Development of the Property presents the County with an exceptional opportunity to receive public road system improvements; secures quality planning and a well-designed and constructed mixed use real estate development; enhanced protection of the environment; and, a strengthened and revitalized tax base; and,

**WHEREAS**, this Development Agreement is being made and entered into between the Owner and the County under the terms of the Act for the purpose of providing assurances to the Owner so that the Owner may proceed with Development of the Property according to the terms of this Agreement and as depicted in the Unified Development Plan without encountering future changes in law that may materially affect the Owner’s ability to develop the Property according to the terms of this Development Agreement and as depicted in the Unified Development Plan.

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

## **I. INCORPORATION**

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

## **II. DEFINITIONS**

In addition to the terms defined herein, the following terms shall be defined as follows:

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

“**Covenants**” means and refers to one (1) or more declaration of covenants and restrictions for all of or portions of the Property to be recorded in the Office of the Register of Deeds Office for Beaufort County, South Carolina, and all amendments and supplements thereto.

“**Density**” means the total number of residential dwelling units (“**Dwelling Units**”, as herein defined) or the total area of commercial square feet permissible for a specific parcel of the Property or for the Property as a whole under the terms of this Agreement, as context dictates. No other density requirements shall be applicable to the Property.

“**Develop**” or “**Development**” means the definition of development as set forth in the ZDSO (as defined herein).

“**Developer**” means the Owner, the master developer, Burton Development, LLC, and all successors in title or lessees of the Owner who undertake Development (as defined herein) of the Property or who have transferred Development Rights (also as defined herein).

“**Development Agreement Ordinance**” means all terms and conditions of this Development Agreement and all attachments hereto, including but not being limited to the Unified Development Plan and all narratives, applications, site development plans, standards, exhibits and applicable ordinances as the same may be hereafter amended by mutual agreement of the County and the Owner. Specifically, it is noted that the adoption of the Development Agreement Ordinance after public hearings shall have the effect of a properly adopted land use ordinance. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing Beaufort County law, such modification shall be hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

“**Development Application**” or “**Initial Development Application**” means an application for the Development of individual portions or phases of the Property, being the concept (if required) or preliminary application (if required) for land development or subdivision referenced in Sections 106-369 and 106-370 of the ZDSO (as defined herein).

“**Development Rights**” means the Owner’s or Developer’s right to Develop the Property, or portions thereof, in accordance with the ZDSO (as defined herein), this Development Agreement and the Unified Development Plan.

“**DRT**” means Beaufort County’s Development Review Team or a similar planning review authorized and described in the ZDSO (as defined herein).

“**Dwelling Units**” means residential dwellings.



“**Effective Date**” means the date of complete execution of this Agreement after the County’s approval of the Development Agreement Ordinance.

“**Impact Fees**” or “**Development Impact Fee**” means a payment of money imposed as a condition of approval for Development, as defined in Section 6-1-920(8) of the South Carolina Code of Laws, 1976, as amended.

“**Habersham Amended PUD**” means that certain planned unit development for Habersham, which was approved on December 9, 1996, as amended by that certain amendment thereto, which was approved on March 13, 2006.

“**ITE**” means Institute of Traffic Engineers.

“**Owner**” means Cherokee Beaufort, LLC, its successors and/or assigns.

“**Owners Association**” means an entity or entities formed pursuant to applicable law and/or restrictive land use covenants, which may be responsible for the construction and/or maintenance and/or upgrading of some or all of the infrastructure contemplated in this Development Agreement and the Unified Development Plan, to include, but not be limited to, some or all of the roads, common areas, water, sewer and stormwater management systems proposed to be constructed on or for the benefit of the Property.

“**Property**” means those certain parcels of land depicted on Exhibit “A” of the Development Agreement.

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

“**Unified Development Plan**” means the document entitled “Habersham Unified Development Plan” as well as all exhibits and attachments thereto as approved by the DRT on October 30, 2013, and as the same may be modified or amended from time to time in accordance with this Development Agreement and the ZDSO (as defined herein).

“**ZDSO**” means the Zoning and Development Standards Ordinances (ZDSO) of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “H” and made a part hereof. References in the ZDSO to the latest version of County manuals shall mean and refer to the latest version of such manual as of the date of this Agreement, and shall include any and all zoning and development ordinances subsequently adopted or approved by Beaufort County.

### **III. TERM**

The Term of this Development Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter; or, if renewed and described herein, at the end of three (3) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to the ZDSO, Beaufort County law or ordinances and changes to any now existing or future airport overlay zoning district, including but not limited to any AICUZ noise zone or overlay district, which would affect the ability of Owner to carry out the Development contemplated in this Development Agreement and in the Unified Development Plan. Further, at the end of the third five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “**Substantial Development**” shall mean the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits)

of not less than twenty-five percent (25%) of the total Development proposed for the Property, as shown and depicted on the Unified Development Plan.

#### **IV. DEVELOPMENT OF THE PROPERTY**

The Property shall be developed in accordance with this Development Agreement and the Unified Development Plan. Certain provisions of the ZDSO may be interpreted, enhanced, supplemented or modified by this Agreement and the Unified Development Plan in accordance with Article XIV of this Agreement.

#### **V. DEVELOPMENT SCHEDULE**

The Property shall be developed generally in accordance with the Development Schedule, which is attached hereto as Exhibit "C" of this Agreement. The Development Schedule is an estimate, and may be modified to acknowledge market conditions, permitting requirements, or other considerations. It is acknowledged that the Property is anticipated to be developed in phases which include the Development of one (1) block of the Property at a time, in order to provide flexibility for the Owner and Developer to meet market demands.

In accordance with the Act, the failure of the Owner and Developer to meet the terms of the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement, and shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer's good faith efforts toward compliance with the terms of the Development Schedule and the Owner's and Developer's proof of good cause for modifying the Development Schedule. Further, the acceleration of the Development Schedule shall not constitute a material breach of this Agreement. It is expected that the actual Development of the Property may occur at a different pace, as determined in the sole reasonable discretion of Owner and based upon market conditions, and shall not constitute a default of this Agreement. In the future, the Owner or Developer may submit unilaterally to the County periodic adjustments to the Development Schedule, which shall not be considered an amendment or breach of this Agreement.

#### **VI. DENSITY AND USE**

Mixed use, residential and commercial Development of the Property shall be in accordance with the densities and uses as set forth in the approved Unified Development Plan.

#### **VII. ACCESS**

The Property shall be accessed by Cherokee Farms Road (S-83), which runs along the southern boundary of the Property, and by Joe Frazier Road (S-40) to the northeast, as approved and depicted in the Unified Development Plan and as described herein. At such time other interconnectivity to the west is completed as contemplated in this Development Agreement, the Property shall have the access as shown in the Unified Development Plan.

#### **VIII. INFRASTRUCTURE AND SERVICES**

County and Owner recognize that the majority of the direct costs associated with the Development of the Property shall be borne by the Owner and Developer, and that many necessary services shall be provided by other governmental or quasi-governmental entities, and not by the County. For further clarification, the parties make specific note of and acknowledge the following:

**A. Roads/Facilities.**

(i) **Private Roads.** Roads constructed within the Property may be constructed by the Owner and/or Developer, and shall be maintained by them and/or an Owners Association, or dedicated to other appropriate entities or the County, as provided in Article IX of this Agreement. Except as otherwise provided herein, the County shall not be responsible for the construction or maintenance of any private roads within the Property, unless the County specifically agrees to do so in the future.

(ii) **Public Roads.** The Property shall not have restricted access roads and shall be served by direct access to Joe Frazier Road (S-40) and Cherokee Farms Road (S-83) provided, however, that portions of the Property shall be Developed as separate housing and/or parking areas.

**B. Potable Water.** Potable water shall be provided to the Property by the Beaufort Jasper Water and Sewer Authority (“BJWSA”) on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary water service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing potable water to its residents in accordance with applicable provisions of law.

**C. Sewage Treatment and Disposal.** Sewage treatment and disposal shall be provided by BJWSA on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary sewer-related service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing sewer services to its residents in accordance with applicable provisions of law.

**D. Stormwater Drainage System.** All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the ZDSO and the most current edition available of the Beaufort County Best Management Practices manual, and best efforts shall be made to coordinate such stormwater runoff and drainage systems with the County’s master drainage program. All stormwater runoff and drainage system improvements shall be constructed by the Owner or Developer and maintained by the Owner, Developer and/or an Owners Association, except as otherwise contained herein. The County shall not be responsible for any construction or maintenance costs associated with the stormwater runoff and drainage systems solely within the Property, unless proper dedications and easements are granted in accordance with the ZDSO.

**E. Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as it provides to other residents and businesses within the County. The Owner acknowledges that the County does not currently provide waste disposal on an individual basis for single, multi-family or commercial developments or uses.

**F. Utility Easements.** The Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities when the Owner determines that the same are required. Adequate easements for utilities shall be reserved by the Owner in the conveyances of

lots and parcels to be Developed. All utilities (except main electrical distribution lines) shall be installed underground.

**G. Police Protection.** The County shall provide police protection services to the Property on the same basis as it provides to other residents and businesses within the County. The Owner or a successor Owners Association may elect to provide private security services for all or a portion of the Property.

**H. Recycling Services.** The County shall provide recycling services to the Property on the same basis as it provides to the residents and businesses within the County. The County shall reserve the right to require that recycling materials generated from the Property comply with those standards promulgated by the County applicable to all residents and businesses within the County.

**I. Emergency Medical Services.** The County shall provide emergency medical services to the Property on the same basis as it provides to other residents and businesses within the County.

**J. Fire Services.** The County shall provide fire protection services to the Property on the same basis as it provides to other residents and businesses within the County; such services are currently provided by the Burton Township Fire District.

**K. Library Services.** The County shall provide library services to the Property on the same basis as it provides to other residents within the County.

**L. School Services.** The Beaufort County School District shall provide educational and school services to the Property on the same basis as it provides to other residents within the County.

**M. AICUZ Requirements.** Approximately 45.5 acres of the Property are located within AICUZ Noise Zone 2A (65-69 DNL), as defined in Appendix A1 of the ZDSO, Airport Overlay District, Section 3 *et seq.* No portion of the Property is located within any aircraft accident potential zone, as defined therein. In order to minimize the intrusion of noise into the proposed homes, Owner agrees that homes constructed within AICUZ Noise Zone 2A shall include construction measures, which should result in a 25db reduction of noise. Owner shall also notify any prospective purchaser of a property or lot within AICUZ Noise Zone 2A to comply with the notification requirements of Appendix A1, Section 4 of the ZDSO.

**IX. FEES, DEDICATIONS, SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND RELATED AGREEMENTS**

The following items are hereby agreed upon by the parties:

**A. Impact Fees.** Except as otherwise provided herein, Impact Fees which shall be payable to Beaufort County to support County infrastructure such as, but not limited to, fire, library, parks and roads, shall not be affected by this Agreement.

**B. Dedications.**

**(i) Permissive.** Except as otherwise contained herein, the County shall consider all requests to accept the dedication of any road or road right-of-way within the Property constructed to the standards contained in the Cherokee Farms Conceptual Master Plan approved on October 30, 2013 (the “Cherokee Farms Conceptual Master Plan”) or to the specific requirements of the

County contained in this Agreement. The County shall also consider a request to take ownership of any drainage systems by dedication.

(ii) **No Implied Dedication.** The recording of a final plat or a plan subdividing any portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights-of-way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer, which offer is accepted by the County.

C. **System Improvements.**

(i) **Joe Frazier Road.** Beaufort County acknowledges the need for future improvements to Joe Frazier Road to accommodate new development and improved pedestrian access; and Impact Fees are the major revenue source for costs incurred by the County for such improvements. As depicted in the Unified Development Plan, the Owner has proposed and completed the design and engineering of a round-a-bout to access the Property directly from Joe Frazier Road. The engineering plans for the round-a-bout, prepared by Davis & Floyd, Inc., are attached hereto as Exhibit “D” (the “Joe Frazier Road Round-a-bout”). The Joe Frazier Road Round-a-bout also benefits Burton Wells Park by providing an improved entrance, an adjacent fire station, and other nearby residential developments. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the Joe Frazier Road Round-a-bout. Construction of the Joe Frazier Road Round-a-bout shall occur as set forth in Article IX (C) (iv) (a) below.

(ii) **Cherokee Farm Road.** The Property is also accessed and bounded to the south by Cherokee Farms Road (S-83) as depicted in the Unified Development Plan. Owner shall improve Cherokee Farms Road with the addition of on-street parking, street landscaping and trees, and such improvements shall be constructed in accordance with the standards contained in the Cherokee Farms Conceptual Master Plan. All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated to and accepted by the County.

(iii) **Intersection of Joe Frazier Road and Cherokee Farms Road.** The existing intersection at Cherokee Farms Road and Joe Frazier Road (the “Intersection”) shall be reconfigured and aligned at a 45-degree angle. The Owner has proposed and completed the design and engineering of improvements to this intersection which engineering and designs were prepared by Davis & Floyd, Inc., and are attached hereto as Exhibit “E” (the “Joe Frazier Road and Cherokee Farms Road Intersection Redesign”). The improvement creates a turning lane that improves traffic flow and also corrects intersection alignment as depicted in the Unified Development Plan. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the improvements depicted in the Joe Frazier Road and Cherokee Farms Road Intersection Redesign (the “Intersection Improvement”). Construction of the Intersection Improvement shall occur as set forth in Article IX (C) (iv) (c) below.

(iv) **Timing.** The System Improvements shall be constructed as described below:

(a) **Joe Frazier Road Round-a-bout.** The Joe Frazier Road Round-a-bout shall be constructed as provided in this Article IX (C) at such time the County deems the round-a-bout necessary and sufficient funds become

available from the Road Impact Fees, which may be used for System Improvements.

**(b) Cherokee Farms Road Improvements.** The Cherokee Farms Road Improvements shall be constructed by and at the expense of the Owner and dedicated to the County prior to the expiration of the Term of this Agreement but only if the Development proposed in the Unified Development Plan is commenced.

**(c) Intersection of Joe Frazier Road and Cherokee Farms Road.** This intersection shall be improved upon the earlier of:

- A.** A date, which is after the first building permit is issued by the County for Development for all or any portion of the Property, which the County deems necessary and appropriate to commence the Intersection Improvement, and, a traffic analysis or study prepared in accordance with the standards of the ITE recommends the construction of the Intersection Improvement prior to the date sufficient funds become available from the collection of Road Impact Fees which may be used for this System Improvement and no other alternative source of funding is available (i.e. derived from sales tax increases for transportation projects). Then, upon not less than thirty (30) days' prior written notice to the Owner, the County may cause the construction of the Intersection Improvement with its own funds, and the Owner shall be responsible for and shall pay not more than the interest expense for the use of such funds for a period of three (3) years or for a total cost of Fifty Thousand and No/100 Dollars (\$50,000.00), whichever is less;
- B.** The date, which the County deems necessary and appropriate to commence the Intersection Improvement, when sufficient funds have become available from the collection of Road Impact Fees which may be used for this System Improvement without any cost or liability to the Owner;
- C.** The date when the total number of Dwelling Units in the Unified Development Plan exceeds 1,000;
- D.** The date of the commencement of the construction of a school by the Developer upon the school site located within the Habersham Unified Development Plan;
- E.** The date of the issuance of the development permit by the DRT permitting the 84-unit multi-family phase of Habersham Amended PUD Tract; or
- F.** January 1, 2025.



**D. Credit for System Improvements.** The County agrees that the Owner or Developer shall receive a credit for Impact Fees against the cost of and up to the total value of the Joe Frazier Road Round-a-bout, the Joe Frazier Road intersection upgrade and the Cherokee Farms Road Improvements (herein collectively the “System Improvements”). The total value of the System Improvements shall equal the cost of the design, engineering, planning and construction, except any construction of any System Improvements undertaken by the County in accordance with this Agreement. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner or Developer alternative design, engineering and planning cost estimates. If the alternative cost estimates are deemed by the Owner to be inaccurate or unreliable, a third party shall be hired at the shared expense of the Owner and the County to develop cost estimates. Upon approval of this Development Agreement, all Impact Fees collected from any residential or commercial uses within any portion of the land subject to the Unified Development Plan shall be deposited into and held in a separate account that has been established by the County to be used to refund the Owner or the County, as the case may be, for the cost of constructing System Improvements when such System Improvements are constructed as described in this Agreement. The Owner or the County shall construct the System Improvements at such time described in Article IX (C) (iv). If constructed by the Owner, Owner shall be reimbursed with the Impact Fees collected. If the Joe Frazier Road Round-a-bout is constructed and completed through any means other than described above, all Impact Fees collected and being held by the County may be used to pay for the project or redistributed into the County's Capital Improvements Program. If, for any reason, the County deems any of the System Improvements unwarranted, the Owner shall be relieved of any responsibility as previously set forth in this Development Agreement, and all previously earmarked funds shall be redistributed into the County's Capital Improvements Program.

**E. Access.** The Owner agrees to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights-of-way on the Property, in order to construct the access point improvements as depicted in the Unified Development Plan.

**F. Other Charges or Fees.** Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owner, its successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters, other than Development Impact Fees.

**G. Service Districts.** Nothing in this Agreement shall be construed to prevent the establishment by the County of a tax increment or other district on the Property in accordance with applicable provisions of the Code of Law of South Carolina, 1976, as amended.

**H. Landscaping.** The Owner or Developer shall, at its own expense, install landscaping as generally depicted in the “Joe Frazier Road Round-a-bout Landscape Plan” attached hereto as Exhibit “F”. The Owner, its successors and assigns shall be responsible for and shall maintain landscaping of both the Joe Frazier Road Round-a-bout and the intersection realignment.

**X. PERMITTING PROCEDURES**

**A.** Development Applications for the individual parcels or tracts, or portions or phases thereof, shall be submitted to the DRT for processing under the provisions of this Agreement. It is acknowledged that the Property is anticipated to be developed in multiple phases which includes the Development of one (1) block of the Property at a time, in order to provide the Owner or Developer flexibility to meet market demands. Developer has conducted traffic studies and created a master plan for

the entire Property. Separate traffic studies shall not be required for individual residential phases of Development. Development Rights to the land encompassed by an Initial Development Application or master plan may be transferred to any other portion of the Property, or to another Developer of the Property, provided that such does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this Agreement. Such transfer of Development Rights shall require written notice to the County and written acknowledgment by the DRT, as set forth below, and which shall not be unreasonably withheld. The Unified Development Plan, which generally allocates building types, may be modified to accommodate market conditions, subject to the overall density and use maximums set forth in the ZDSO and in this Agreement.

**B.** The County agrees that the Owner shall have the unlimited right to phase the Development of the Property in accordance with the Development Schedule.

**C.** The County agrees to use its best efforts to review in an expeditious manner all reviews contemplated by or required by the ZDSO, including but not limited to land use changes, Development applications, and plats and subdivisions for the Development of the Property. The Owner may submit these items for concurrent review by Beaufort County and other governmental authorities.

**D.** The County agrees that the Property is approved and fully vested for intensity, commercial density, Impact Fees, uses and height, setbacks, and parking and signage, and shall not have any obligations for onsite or offsite transportation or other facilities or improvements other than as specifically provided in this Agreement, but shall adhere to the Unified Development Plan as modified or amended from time to time. The County shall not impose additional obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of Section 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

## **XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE**

Contained herein are those conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety and welfare of its citizens. Specifically, the County considers the protection of the natural environment and nearby waters and the preservation of Beaufort County's character and unique identity to be mandatory goals and to be achieved without compromise. The Owner shares this commitment and therefore agrees to the following:

**A. Stormwater Quality.** A primary goal of the County is the protection of the quality of nearby waters. The Owner and Developer shall be required to abide by all provisions of Federal, State and County laws and regulations for the handling of stormwater, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors. In order to protect water quality of the rivers, the Owner agrees to prepare a master plan of the stormwater drainage systems, as defined in the ZDSO for all or any portion of the Property, for each Initial Development Application; to construct stormwater drainage systems in accordance with the approved master plan; and, to maintain the stormwater drainage systems ensuring proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, the Owner, its successors and assigns commit to design stormwater management systems in accordance with the County's current Best Management Practices ("BMP's"). Further, Owner agrees to provide BMP's for pre-treatment, including supplemental open space (in accordance with the most current edition available of the Beaufort County Storm Water Best Management Practices manual, required by engineering design and calculations. In addition to the water quality safeguards committed to above by the Owner, notwithstanding Article IX hereof, the Owner and Developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of stormwater provided those ordinances and



regulations apply County-wide and are consistent with sound engineering practices. It is specifically agreed, however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the ZDSO and/or this Agreement shall not be applicable to the Owner, the Developer and the Property without the Owner's and Developer's express written consent thereto; provided, however, that open space requirements may be modified as a result of specific implementation requirements for future stormwater management BMP's related to detention and treatment of stormwater that are applicable County-wide and are consistent with sound engineering practices, unless such change in requirements is less than twenty percent (20%) and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

**B. Covenants.** The Owner may record restrictive real property covenants that run with the Property that shall govern such matters as architectural control, permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, maintenance of common areas or open space, and which shall specifically prohibit unsightly activities. The provisions of the covenants for portions of the Property may differ from the covenants applicable to the other portions of the Property.

**C. Tree Protection.** Except for lands used for silviculture, if any, which shall be controlled by State regulations and Beaufort County's BMP's, Owner, its successors and assigns, including the Developer, shall comply with the provisions of ZDSO appertaining to trees.

**D. Legal Status of Workers.** The Owner and the County recognize the importance of having legal workers undertake construction and other work on the Property only. Provided such is lawful, the Owner agrees to supplement current County and State laws by requiring all contractors and subcontractors to sign sworn affidavits stating that: (i) all workers in its employ have been verified as to legal status; and, (ii) that to the best of its knowledge, after reasonable diligence, the contractor and subcontractor has verified such legal status. Additionally, provided such is lawful, construction sites shall be posted with notices providing legal status requirements and providing that verification of status may be demanded on the construction site at any time by the Owner, Developer, secondary Developers and/or the County. Any provision of this Section D may be altered with consent of the County Administrator to reflect evolving legal and policy decisions on this subject without formal amendment hereto.

## **XII. COMPLIANCE REVIEWS**

Pursuant to the requirements of Section 6-31-90 of the Act, the Owner or its designee(s), shall meet with the County or its designee, at least once per year during the Term, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or its designee(s) shall be required to provide such information as may reasonably be requested, to include but not be limited to: acreage of the Property sold in the prior year; acreage of the Property under contract; the number of certificates of occupancy issued in the prior year, the number of certificates of occupancy anticipated to be issued in the ensuing year; the Development Rights transferred in the prior year; and, the Development Rights anticipated to be transferred in the ensuing year. The Owner or its designee(s) shall be required to compile this information for its respective Development and that of its Developer.

## **XIII. ASSIGNMENT AND TRANSFERS**

**A. Notice of Assignment.** Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer or successor Owner. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred.

Developers transferring Development Rights to any other party shall be subject to this requirement of notification.

**B. Release After Assignment.** In the event that the sale or other conveyance of all or a portion of the Property has been deemed to be compliant with this Agreement, the transferring Owner shall be released from any further obligations with respect to the Property being transferred, and the transferee shall, under this Agreement, be considered to be a substitute for the Owner for the Property transferred.

**C. Variances.** It is acknowledged that nothing in this Agreement shall be deemed or construed to affect the right of any person to seek a variance from those provisions of the ZDSO that are in accordance with applicable state and local laws in effect at the time of the variance application.

#### **XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO**

**A. Vested Rights.** Beaufort County acknowledges that the Owner and Developer are relying upon this Agreement, and agrees that Owner and Developer shall have vested rights to undertake Development of all or any portion of the Property, as depicted in the Unified Development Plan and in accordance with the terms and conditions contained herein. Accordingly, Beaufort County agrees that the Owner's and Developer's reliance upon the terms and conditions contained herein shall create vested rights to undertake Development of all or any portion of the Property in accordance with this Development Agreement.

**B. Future Laws.** Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the Owner's express prior written consent, except as otherwise provided herein, provided that Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws: (a) are not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) are essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; and, (c) are specifically anticipated and provided for in the Development Agreement; and provided that: (i) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date; and, if not addressed by Beaufort County, such conditions would pose a serious risk to the health, safety and welfare of its citizens; or (ii) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner and Beaufort County acknowledge that a portion of the Property is located within AICUZ Noise Zone 2A and that boundaries and restrictions may change for AICUZ noise zones. In the event such changes are proposed, which apply to all or any portion of the Property, the Owner and the County each agree to work together in good faith to alleviate the impact of such changes on the Property. In no event, however, shall the Owner be required to reduce or transfer density as shown in the Unified Development Plan, without the written consent of the Owner. Owner shall, however, continue to provide to purchasers of all or any portion of the Property, proper AICUZ Noise Zone Disclosure Forms as required by current or subsequent laws, and shall be bound by all current and future noise attenuation requirements for construction.

**C. Future Laws of General Application.** The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout the County. No future development and/or aid to construction, Impact Fees or special assessments shall apply to the Property without the written consent of the Owner.

## **XV. DEFAULTS**

The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided, however, that no termination of this Development Agreement may be declared by the County without the County providing to the Owner and Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the ZDSO or this Development Agreement.

A default of the Owner shall not constitute a default by the Developer; and a default by the Developer shall not constitute a default by the Owner; nor shall a default by one Owner or Developer constitute a default of the Owners collectively.

## **XVI. MODIFICATION OF AGREEMENT**

This Development Agreement may be modified or amended only by the written agreement of the County and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner(s), then only the County and those affected persons or entities shall sign such written amendment. Because this Agreement constitutes the Unified Development Plan for the Property, minor modifications to a site plan or to Development provisions may be made without a public hearing or amendment to the Development Agreement Ordinance. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The plans for Development of the Property are not intended to be a rigid, nor exact. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of residential/commercial Developments suggested is followed and respected.

## **XVII. NOTICES**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other party at the address set forth below or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile; or, if by mail, on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed as follows:

To Beaufort County: Office of Beaufort County Administrator  
100 Ribaut Road  
Room 156  
Beaufort, SC 29902

With Copy To: Beaufort County Legal Department  
c/o Joshua A. Gruber, Esquire  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

And to Owner: Burton Development, LLC  
c/o Cherokee Beaufort, LLC  
Attn: Mr. Robert Turner  
22 Market Street  
Beaufort, SC 29906

With Copy To: McNair Law Firm, P.A.  
Post Office Drawer 3  
Hilton Head Island, SC 29938  
Attn: Walter J. Nester, III

#### **XVIII. GENERAL**

**A. Subsequent Laws.** In the event that State or Federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a Court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Law” or “New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law or court decision, those parties designated by the Owner, the Developer and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes of intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a Court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, the Developer and the County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**B. Estoppel Certificate.** The Owner, the Developer and the County may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (i) that this Agreement is in full force and effect;
- (ii) that this Agreement has not been amended or modified, or if so amended, identify those amendments;
- (iii) whether, to the knowledge of such notifying party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and

(iv) whether, to the knowledge of such notifying party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County, the Owner and the Developer relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Owner, the Developer or the County or between the Owner(s), or the Owner and any Developer, or to render such party liable in any manner for the debts or obligations of another party.

E. **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. **Assignment.** Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer or the County shall be assignable to any other person, firm, corporation or entity.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

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

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

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

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and the Developer (including successors and/or assigns). No other persons shall have any rights hereunder.

## **XIX. STATEMENT OF REQUIRED PROVISIONS**

A. **Specific Statements.** The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit “A”, attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.

2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County’s option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.

6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County’s current land use regulations.

8. **Terms for Public Health, Safety and Welfare.** The Beaufort County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the ZDSO and existing law.

9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.









**Exhibit A**

Property Description



## CHEROKEE FARMS

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### **EXISTING CONDITIONS**

The following section is intended to supply detailed information on the existing conditions of the Cherokee Farms Project.

#### **A. Current Ownership**

Cherokee Beaufort, LLC currently owns the Cherokee Farms Tract. The Owner and the Applicant have entered into a joint venture agreement. Upon approval of a Development Agreement, Cherokee Beaufort, LLC will transfer ownership of the Tract to the joint venture, Burton Development, LLC.

#### **B. Location and Adjacent Property Owners**

The 104.85 acre site, referred to as Cherokee Farms, is located on Port Royal Island in the Burton community and is bounded on the north by a number of small, single family subdivisions, on the south by the Habersham PUD, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. The most predominant neighbor, on the southern border of the site, is the Habersham PUD. There are several small undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Phase. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the site and fronts Cherokee Farms Road.

The precise location of all of the individual property owners is detailed on the Boundary Survey.

#### **C. Current Zoning**

The Cherokee Farms Phase is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

#### **D. Boundary Survey**

A boundary survey is attached and includes the following information:

- 1) Computed Acreage
- 2) Control Points, Dimensions and Coordinate Data
- 3) Existing Roads and Easements
- 4) Adjacent Property Owners
- 5) FEMA Zones



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## CHEROKEE FARMS

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### **E. Topographical Survey**

Beaufort Surveying has completed a topographical survey of the property. There is currently a 9-acre active farm, which will remain in place as part of the development plan. There are no other infrastructure improvements on the property. Elevations vary from over 33 feet above sea level to 12 feet along the isolated freshwater wetlands at the northwest corner of the property. The existing drainage pattern is limited to natural sheet flow that runs to a series of agricultural drainage ditches.

### **F. Soils**

The soils inherent to the Cherokee Farms Phase are Wando, Coosaw, Murad, Seabrook and Tonges.

### **G. Natural Resources Survey**

The last known use of the property was agricultural, and therefore, a large part of Cherokee Farms has been cleared by previous owners. In general, what tree canopy there is on the property is limited to the isolated freshwater wetlands at the northwest corner of the property. Young native over story specimens such as white oak, water oak, southern magnolia and pignut hickory can be found on certain sections of the property. However, the dominant vegetation on the site is an under-story of dense tangle of brambles, vines and shrubs. A more detailed discussion of the forest type occurring on the Cherokee Farms Phase is included in the threatened and endangered species report. Except for the area at the northwest corner of the property, the environmental consultant has also concluded that there are no major stands of trees that would be classified as protected natural areas under the Beaufort County Development Standards. The isolated freshwater wetlands on the property were previously delineated and categorized in 2002 and were previously reviewed by Beaufort County as part of the Suburban rezoning of Cherokee Farms in 2006. The delineation has since been renewed for another 5 years.

### **H. Delineated Wetlands**

An analysis of the freshwater wetlands was previously performed by Soil and Wetlands Consulting and recently updated. The extent of the wetlands has been delineated and is depicted on the wetlands survey. Specifically, there are two freshwater wetlands, .71 acres of jurisdictional wetlands and 4.20 acres of non-jurisdictional wetlands. A letter from the U.S. Army Corps of Engineers – Charleston District, dated December 31, 2002, represents the final determination of wetlands on the property. The South Carolina Department of Health and Environmental Control (Office of Ocean and Coastal Resource Management) has also provided a wetlands determination letter. The Applicant does intend to impact and improve the 4.20 acres of non-jurisdictional wetlands and has done a wetlands mitigation plan. The .71 acres of jurisdictional wetlands will be preserved.



## CHEROKEE FARMS

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### **I. Threatened and Endangered Species**

A Threatened and Endangered Species Report has been completed by Simkins Environmental Consulting. The survey concluded that there is no presence or likely presence of any threatened and endangered species on the Cherokee Farms Phase.

### **J. Archeological Survey**

The Cherokee Farm property has already been evaluated by Beaufort County's Historic Preservationist. The Historic Preservationist issued a letter dated January 5, 2005 stating that no archeological resources will be affected by the development of the property. However, as required, the Applicant will cease work if archaeological or paleontological materials are encountered prior to or during construction.

### **K. Marine Corps Air Station – AICUZ Zone**

A portion of the Cherokee Farms Phase is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). A diagram that approximates the extent of the noise zone is attached. The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms project. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling units per acre. The Master Plan for the Cherokee Farms Phase does meet these standards.

### **L. FEMA Zones**

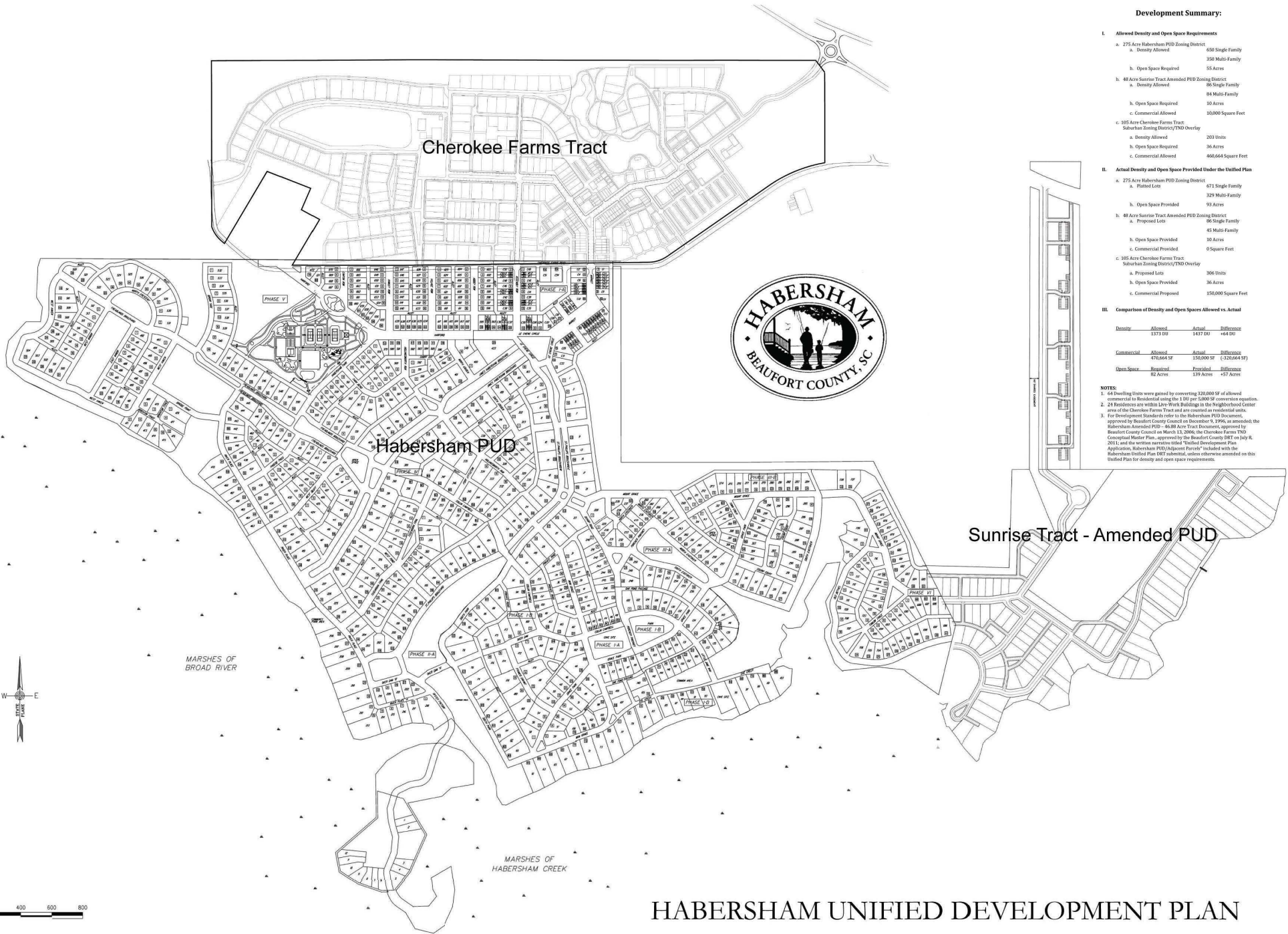
According to the Flood Insurance Rate Map (Community Panel # 450025-0065-D Index Dated September 29, 1986), there are two FEMA zones on the Cherokee Farms Phase. The two zones include Zone C (minimal hazard) and Zone A9 (subject to a 100-year flood event). All habitable structures and other qualifying facilities within Zone A9 must be constructed above an elevation of 13 feet mean sea level.

### **M. Easements**

There are no known easements that affect the Cherokee Farms Project.

**Exhibit B**

Unified Development Plan  
(for Habersham PUD and Property)



**Development Summary:**

- I. Allowed Density and Open Space Requirements**
- a. 275 Acre Habersham PUD Zoning District
    - a. Density Allowed: 650 Single Family, 350 Multi-Family, 55 Acres
    - b. Open Space Required: 10 Acres
  - b. 48 Acre Sunrise Tract Amended PUD Zoning District
    - a. Density Allowed: 85 Single Family, 84 Multi-Family, 10 Acres, 10,000 Square Feet
    - b. Open Space Required: 10 Acres
  - c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
    - a. Density Allowed: 203 Units, 36 Acres
    - b. Open Space Required: 466,664 Square Feet
    - c. Commercial Allowed: 150,000 Square Feet

- II. Actual Density and Open Space Provided Under the Unified Plan**
- a. 275 Acre Habersham PUD Zoning District
    - a. Planned Lots: 672 Single Family, 329 Multi-Family, 93 Acres
    - b. Open Space Provided: 93 Acres
  - b. 48 Acre Sunrise Tract Amended PUD Zoning District
    - a. Proposed Lots: 95 Single Family, 81 Multi-Family, 10 Acres, 0 Square Feet
    - b. Open Space Provided: 10 Acres
    - c. Commercial Provided: 0 Square Feet
  - c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
    - a. Proposed Lots: 306 Units, 36 Acres
    - b. Open Space Provided: 36 Acres
    - c. Commercial Proposed: 150,000 Square Feet

**III. Comparison of Density and Open Spaces Allowed vs. Actual**

Density	Allowed	Actual	Difference
	1373 DU	1437 DU	+64 DU
Commercial	Allowed	Actual	Difference
	150,000 SF	150,000 SF	(0) 0 SF
Open Space	Required	Provided	Difference
	82 Acres	139 Acres	+57 Acres

- NOTES:**
- 64 Dwelling Units were gained by converting 320,000 SF of allowed commercial to Residential using the 1:80 per 4,000 SF conversion equation.
  - 29 Residences are within Live-Work Buildings in the Neighborhood Center area of the Cherokee Farms Tract and are counted as residential units.
  - For Development Standards refer to the Habersham PUD Document, approved by Beaufort County Council on December 9, 1996, as amended; the Habersham Amended PUD - 46.88 Acre Tract Document, approved by Beaufort County Council on March 12, 2006; the Cherokee Farms TNO Conceptual Master Plan, approved by the Beaufort County CRT on July 8, 2011 and the website narrative titled "Unified Development Plan Application, Habersham PUD/Adjacent Parcels" included with the Habersham Unified Plan DPT submittal, unless otherwise amended on this Unified Plan for density and open space requirements.

**HABERSHAM UNIFIED DEVELOPMENT PLAN**



## HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

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### I. APPLICANT INFORMATION

**Robert J. “Bob” Turner** and **Stephen Davis** are the principals of Cherokee Investments, LLC as well as the town founders of the Habersham neighborhood. As agents of the Rentz family, Messieurs Turner and Davis have worked together for over sixteen years in a variety of roles with other development companies and partnerships in Beaufort County.

Stephen Davis is also a Manager and Development Consultant with the prestigious engineering firm of Davis and Floyd. Stephen has worked along side a number of respected developers throughout South Carolina and thus, has gained valuable insight into the development process. While working on projects in environmentally pristine areas of Beaufort such as Spring Island, Brays Island and Newpoint, Stephen has developed a unique skill set in the areas of storm water management, preservation of water quality and alternative engineering methods.

For a number of years, Bob Turner was the Development Manager for Spring Island and Callawassie Island. In 1992, Mr. Turner struck out on his own as a Managing Partner of the Newpoint community, a new urbanist project, which quickly gained national recognition and honors for its traditional design and architecture. As Newpoint neared completion, Mr. Turner led a partnership that developed in-fill residential and commercial sites for the Town of Port Royal, South Carolina. Today, Mr. Turner is the primary development manager for the Habersham project.

### II. PROJECT INTRODUCTION

Cherokee Investments, LLC (hereinafter, referred to as the “Applicant”) is pleased to submit this application for a Unified Development Plan that combines several tracts of land with a singular intent. An 104.85 acre tract (hereinafter, referred to as “Cherokee Farms Tract”) adjoins the northern edge of the present-day Habersham Tract. An additional 46.88 acre tract lies to the immediate east of the Habersham Tract and is referred to as the Sunrise Tract. A location map of the three tracts is included. Although the Cherokee Farms Tract is not part of the Habersham PUD, the Applicant plans to develop the Cherokee Farms project in such a way that it interconnects and blends seamlessly with the existing design elements and development standards of the Habersham neighborhood. The Applicant is seeking Approval for a Unified Development Plan consisting of the Habersham Tract, Sunrise Tract-Amended PUD, and the Cherokee Farms Tract, which would allow a more cohesive overall residential density and appropriate amount of commercial square footage.

#### A. History of the Habersham Development

On June 11, 1997, the Beaufort County Council ratified the Applicant’s request for a change of zoning for 275.1 acres located along the northern marshes of the Broad River at its confluence with Habersham Creek. However, this “change” represented a significant departure from the suburban cul-de-sac design that was initially approved for the site in 1988. In essence, the old design was supplanted by New Urbanism – which is a traditional village format of walkable, mixed-use, neighborhoods. Since the “change”, the Applicant has pursued a development strategy that places a major emphasis on designing and building both a quality private and public realm. The Habersham neighborhood has received numerous design awards (including the Platinum award for “Best Neighborhood in America” from The National Association of Home Builders) as well as plaudits from some of the nation’s most influential





## HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

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magazines and newspapers. In March 2006, Habersham added a second phase to the project by rezoning 46.88 acres located along Habersham Creek to PUD Zoning District (hereinafter, referred to as the "Sunrise Tract").

In March 2006, the current owner of the Cherokee Farms property, Cherokee Beaufort, LLC, rezoned the site from Rural – Transitional Overlay (R-TO) to Suburban (S). The original intent behind this Suburban rezoning request was to allow for development of the property in a manner that would complement and be similar to Habersham. To achieve this, the Owner hired the same new urbanist land planning firm that designed Habersham (Duany Plater-Zyberk & Company), and in July 2002, a land planning charrette was completed for the Cherokee Farms project. The design codes and site plan created by Duany Plater-Zyberk & Company (hereinafter, referred to as "DPZ") were a key component of the Owner's rezoning submission to the Planning Department in October 2003, and the cohesiveness of the Cherokee Farms project to Habersham was referenced by the Planning Staff as a significant feature of the project in Staff memorandums to the Planning Commission and Land Management Committee.

In December 2005, the Applicant became involved in the Cherokee Farms project as a joint venture partner and at this juncture, assumed responsibility for the rezoning as the project moved through Second and Final Readings of County Council. The goal of this joint venture is to allow Habersham and Cherokee Farms to be developed as a seamless community. To accomplish this goal, the applicant is proposing to develop the project using the Traditional Neighborhood Development option, as described in Article XI of the ZDSO, so that special design controls can be implemented to ensure a cohesive connection and character with the neighboring community of Habersham. This allows a residential density of 3 units/acre and an appropriate amount of commercial square footage. Using this allowance, the Cherokee Farms master plan is allowed 203 residential units and 460,664 square feet of commercial space. Since 45.5 acres of Cherokee Farms exists in the AICUZ Noise Zone 2a, only 2 units/acre are allowed in this zone, therefore, the master plan proposes just 91 units in the Noise Zone. Live-work units designated for residences are counted towards this residential density requirement.

### **B. Project Description and Rationale**

Again, the Applicant is petitioning that the Cherokee Farms property, encompassing some 104.85 acres, be included as part of an overall Unified Development Plan that encompasses the Habersham PUD and Amended PUD so that residential densities can be shifted amongst the tracts to create a more cohesive overall density. With the Cherokee Farms conceptual Master Plan activating the Traditional Neighborhood Development option under Suburban (S) zoning, as described in Article XI of the ZDSO, it can have similar site design and development standards as the Habersham PUD and therein, become a seamless part of the overall Habersham community.

One of the most compelling reasons for creating a Unified Development Plan with the Cherokee Farms tract and the two Habersham PUD Tracts is that this represents a tried and cohesive development model, which benefits the region. The Habersham PUD has become a symbol and an exemplar of the principles underlying the New Urbanism that is sweeping the nation. Habersham has provided Beaufort County and the Low Country with an alternative to suburban sprawl. With its growing town center and the addition of a true "commercial node", the Habersham PUD and Cherokee Farms will serve as an urban hub for the surrounding Burton community and the region. The different street sections and assortment of building types afford a varied and authentic environment.



## HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

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### II. EXISTING CONDITIONS

#### A. Location and Adjacent Property Owners

The Tracts included in the Unified Development Plan are located on Port Royal Island in the Burton community and are bounded on the north by a number of small, single family subdivisions, on the south by the Broad River, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. There are several small, undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Tract. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the tracts and fronts Cherokee Farms Road. The Beaufort County School System owns approximately 19.51 acres of undeveloped land that is surrounded on three sides by the Sunrise Tract. The School System site is situated at the northern part of the Tract and incorporates a shared access easement with the owner. Beaufort County Schools had originally planned to construct a neighborhood Elementary School on this site; however, the schedule and ultimate reality of the school is unclear at this time.

#### B. Current Zoning

The Cherokee Farms Tract is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

The Habersham Tract is part of Official Land Use Zoning Map 100-27. It is currently zoned PUD and is completely platted.

The Sunrise Tract is part of Official Land Use Zoning Map 100-28 and is specifically identified as District 100, Map 28, Parcel 77. The current zoning is PUD since it the Habersham PUD was amended in 2006 to include the Sunrise Tract.

#### C. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Tract is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms Tract. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling



## HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

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units per acre. The Master Plan for the Cherokee Farms Tract with this Unified Development Plan does meet these standards.



**UNITED STATES MARINE CORPS**

MARINE CORPS AIR STATION  
BEAUFORT, SOUTH CAROLINA 29904-5001

IN REPLY REFER TO:

1754

CP&L

January 30, 2004

Beaufort County Planning Department  
Attention: Mr. Anthony Criscitiello  
1000 Ribaut Road  
Beaufort, S.C. 29902

Dear Mr. Criscitiello,

Subj: CHEROKEE FARMS

The MCAS Beaufort Community Plans and Liaison Office reviewed the proposed development plans for Cherokee Farms for compatibility with the Air Station 2003 AICUZ Plan recommendations. The following are the findings of this review:

a. Cherokee Farms is adjacent to Habersham Plantation, located in the MCAS Runway 05 approach corridor, and approximately 3.5 miles southwest of the runway threshold. Approximately 30 acres of the 105-acre development is situated within AICUZ Noise Zone 2 (65-69 DNL). The development is beyond any existing or planned aircraft accident potential zones.

b. The 2003 AICUZ Plan recommendations discourage residential developments in noise zones 65-69 DNL. However, where there is a demonstrated community need for residential housing in noise zones, and the community determines that these uses must be allowed, measures to achieve outdoor to indoor noise level reduction (NLR) of at least 25dB should be incorporated in the construction of the residential or commercial units. Normal permanent construction can be expected to provide a NLR of 20dB. Other proposed uses within the AICUZ Noise Zone 2 such as recreation buildings or community centers should also incorporate the 25dB NLR standard. Mobile Homes are not recommended in Noise Zone 2.

c. Noise attenuation efforts will not eliminate outdoor noise problems. Potential buyers of homes or properties located in AICUZ Noise Zones should be notified of the existence of low flying military aircraft, and the possibility of late night operations that may be accompanied by noticeable noise levels.

d. The proposed development plans did not include any plans for towers or structures that might exceed recommended height limitations.

If you have any questions, please contact LtCol. P.D. Noonan, Community Plans and Liaison Officer at 843-228-7119 or Bruce Jackson, Deputy Community Plans and Liaison Officer at 843-228-7131.

Sincerely,

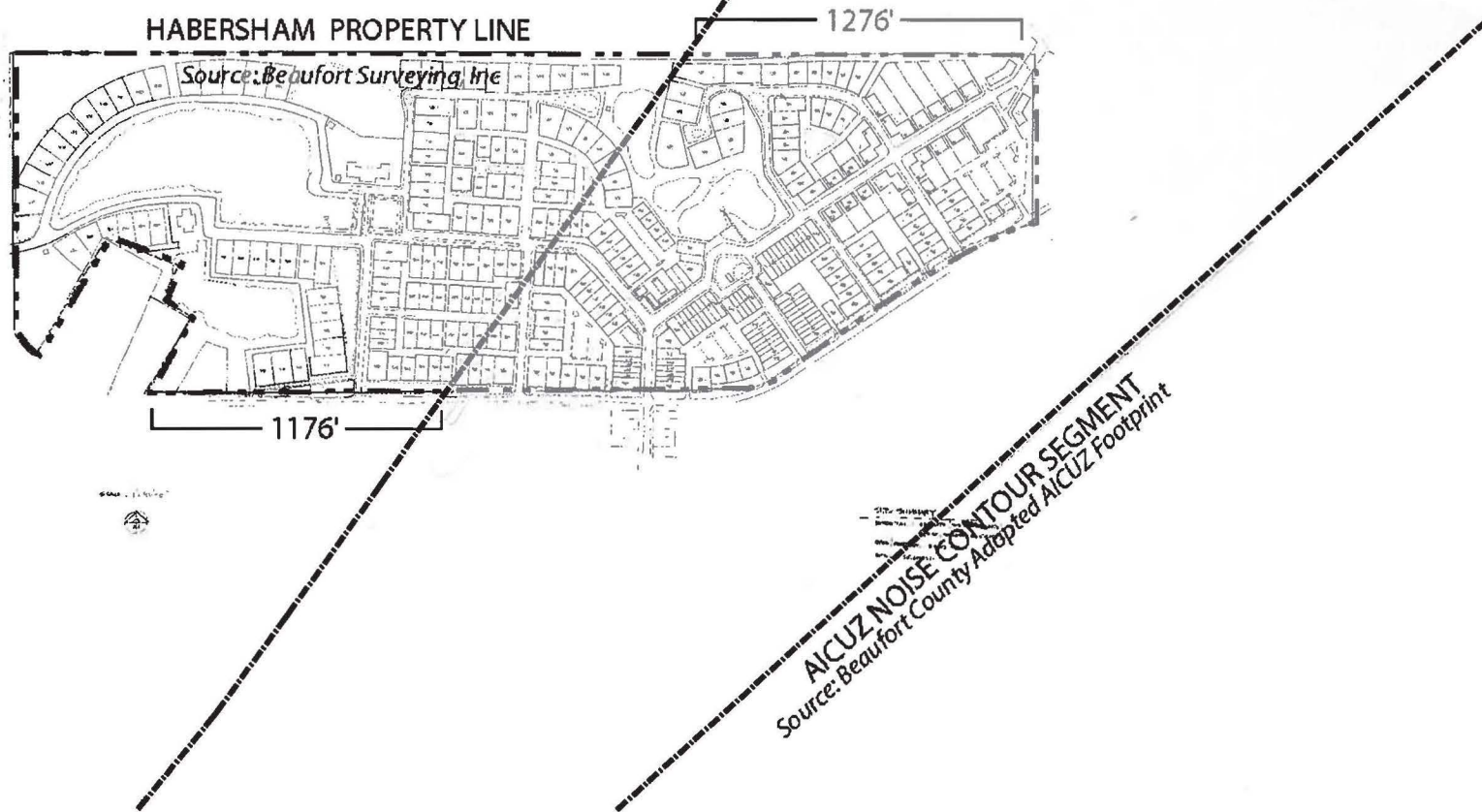


P.D. NOONAN

By direction

Sent to George Johnson of Habersham  
to illustrate the AICUZ footprint on the  
focus site.

By TN Beaufort County Planning  
11.14.06





## Exhibit C

### Development Schedule

Redevelopment of the Property is expected to occur in phases over the Term of the Development Agreement, with the sequence and timing of Development dictated largely by market conditions. The following estimate of expected Development is hereby included, to be updated by the Owner as the same evolves over the Term:

<u>Development</u>	<u>Date of Commencement / Completion</u>
Phase 1	0 - 15 months
Phase 2	16 - 24 months
Phase 3	25 - 36 months
Phases 4 & 5	37 - 48 months
Phases 6 & 8	48 – 60 months

As stated in Article III of the Development Agreement, actual Development may occur more or less rapidly based on market conditions and other factors.



# CHEROKEE FARMS

## PHASING PLAN

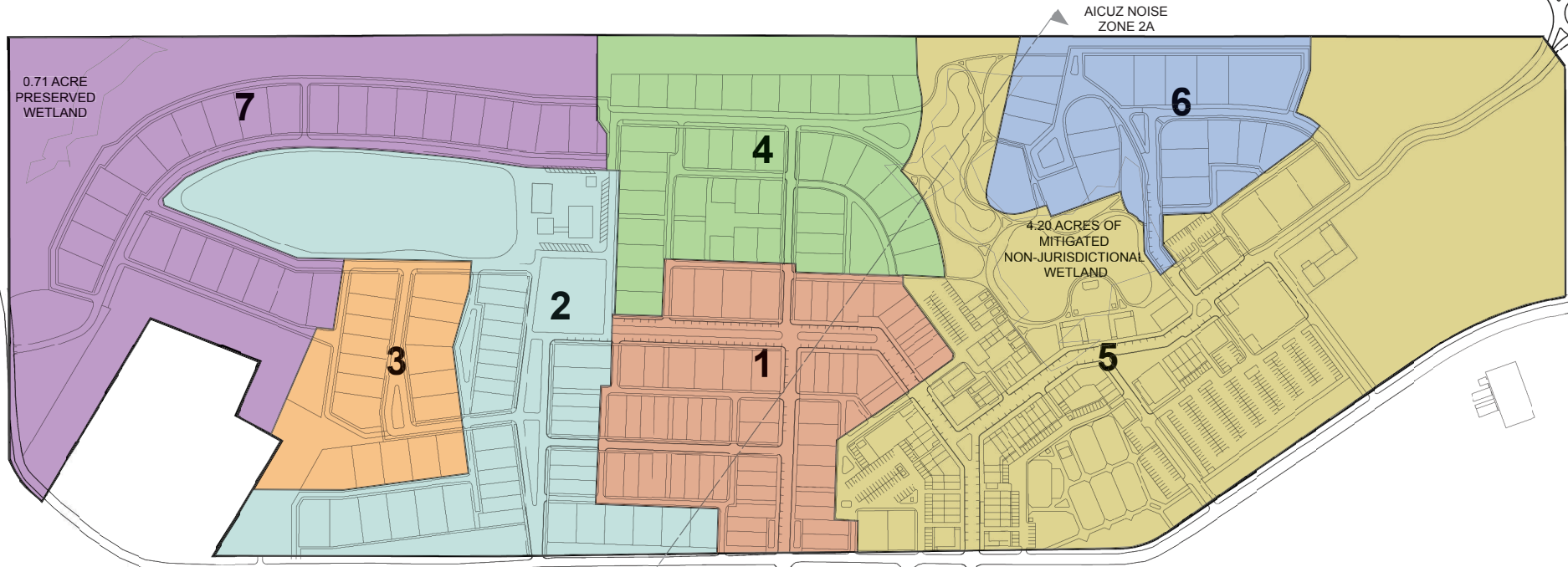
Beaufort County, SC  
August 15, 2013

0' 50' 100' 250'



## KEY

- Phase 1 - Approximately 9 Acres - 70 Residential Units
- Phase 2 - Approximately 20 Acres - 91 Residential Units
- Phase 3 - Approximately 4 Acres - 19 Residential Units
- Phase 4 - Approximately 9 Acres - 42 Residential Units
- Phase 5 - Approximately 35 Acres - 34 Residential Units, 150,000 sq. ft. of Commercial
- Phase 6 - Approximately 6 Acres - 23 Residential Units
- Phase 7 - Approximately 22 Acres - 27 Residential Units



0.71 ACRE  
PRESERVED  
WETLAND

7

3

2

4

1

AICUZ NOISE  
ZONE 2A

6

4.20 ACRES OF  
MITIGATED  
NON-JURISDICTIONAL  
WETLAND

5

**Exhibit D**

Plans prepared by Davis & Floyd, Inc.  
(for Joe Frazier Road Round-a-bout)

PIN 00000

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	1	37

INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTALS
1	Title Sheet	1
2	Summary of Estimated Quantities	1
3 - 3B	Typical Sections	3
5	General Construction Note	1
5A	Reference Data Sheets	1
6 - 6D	Plan and Profile Sheets	4
TC1 - TC3	Traffic Control and Construction Phasing	3
PMI	Pavement Markings and Signing Plans	1
LS	Landscaping Plan	1
EC1 - EC2	Erosion Control Plans	2
XI - XI9	Cross Sections	19
	TOTAL SHEETS	37

NOTE: SHEET 4 OMITTED.

# IMPROVEMENTS FOR BEAUFORT COUNTY



## PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

BEAUFORT COUNTY  
FILE 0.0000 PROJ. 0000

### S-40 (JOE FRAZIER ROAD) ROUNDBOUT DESIGN AT S-40 & NEEDLES ROAD

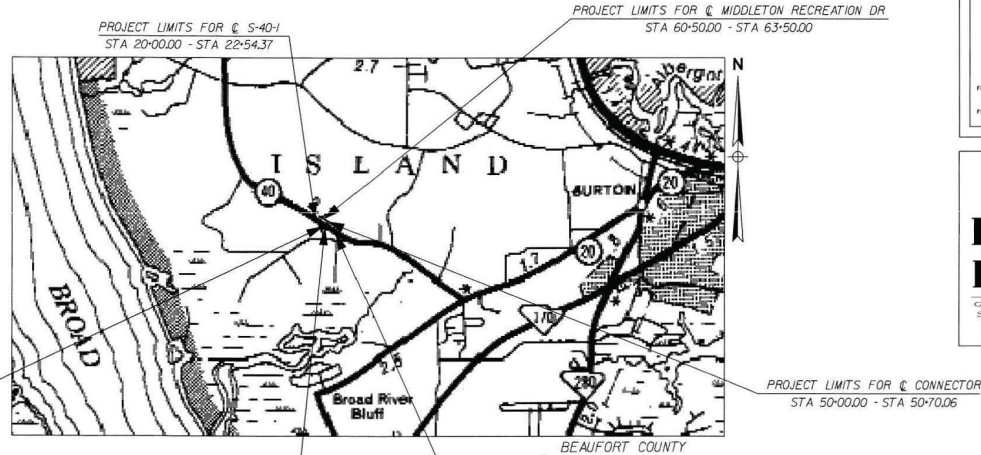
CONSULTANT - CONSULTING ENGINEERING  
PROJECT ENGINEER FIRM  
FOR PERMITTING ONLY

FOR RIGHT-OF-WAY: DATE: \_\_\_\_\_  
FOR CONSTRUCTION: DATE: \_\_\_\_\_

240 STONERIDGE DRIVE  
SUITE 305  
COLUMBIA, SC 29210  
803-258-4121

**DAVIS & FLOYD** Engineering  
Architecture  
Environmental  
Laboratory Services

GREENWOOD • CHARLESTON • COLUMBIA  
SOUTH CAROLINA



Design Reference for these plans is the  
**2001**  
AASHTO "A Policy on Geometric Design of  
Highways and Streets"

**Certification Statement**

These plans were prepared and certified by the Consultants for completeness. No reviews or signatures by the SCDOT are required.

TRAFFIC DATA

Year	ADT	Trucks %
2008	8500	
2028	14800	
		11 %

LEGEND

PROPOSED PROJECT	---
OTHER ROADS	---

3 DAYS BEFORE DIGGING IN  
SOUTH CAROLINA  
CALL 1-800-922-0983  
PALMETTO UTILITY PROTECTION SERVICE

PROJECT LIMITS FOR @ HABERSHAM  
STA 32+00.00 - STA 33+36.45

PROJECT LIMITS FOR @ S-40  
STA 17+60.29 - STA 19+35.73

LAYOUT

	S-40	S-40-1	ROUND	HABERSHAM	CONNECTOR	MIDDLETON	TOTAL	
NET LENGTH OF ROADWAY	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
NET LENGTH OF BRIDGES								MILES
NET LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
LENGTH OF EXCEPTIONS								MILES
GROSS LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST PUBLISHED ENGLISH REVISION).

NPDES PERMIT INFORMATION

NPDES Disturbed  
Area = 1.17 Acres

Approximate Location of Roadway is:  
Longitude 80° 46' 11"  
Latitude 32° 26' 00"

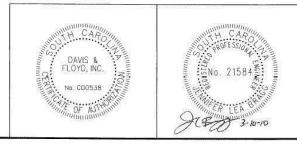
RAILROAD INVOLVEMENT?  
YES / (NO)

# SUMMARY OF ESTIMATED QUANTITIES

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
1031000	MOBILIZATION	NEC	LS
1050800	CONST. STAKES, LINES & GRADES	1	EA
1061100	QUALITY CONTROL FOR EARTHWORK	1	LS
1061200	QUALITY CONTROL FOR BASES AND SUBBASES	1	LS
1071000	TRAFFIC CONTROL	1	LS
2012000	CLEARING AND GRUBBING WITHIN ROADWAY	1	LS
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	2000	SY
2031000	UNCLASSIFIED EXCAVATION	633	CY
2033000	BORROW EXCAVATION	2100	CY
2034000	MUCK EXCAVATION	50	CY
2091300	SELECT MATERIAL FOR LANDSCAPING	210	CY
3050103	GRADED AGGREGATE BASE COURSE - 3"	280	SY
3069900	MAINTENANCE STONE	20	TON
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	780	TON
4011004	LIQUID ASPHALT BINDER PG64-22	80	TON
4013990	MILL EXISTING ASPHALT PAVEMENT - VARIABLE	100	SY
4020330	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C	470	TON
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	350	TON
5011100	PORTLAND CEMENT CONCRETE PAVEMENT - 8"	280	SY
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	144	SF
6040010	4" WHITE SOLID LINE - PVT. EDGE - F.D.PNT	6794	LF
6040015	8" WHITE SOLID LINE (CROSSWALKS) - F.D.PNT	472	LF
6040025	24" WHITE SOLID LINE (STOPBAR) - F.D.PNT	25	LF
6040110	4" YELLOW SOLID LINE - F.D.PNT	8241	LF
6041010	4" WHITE SOLID LINE - PVT. EDGE - TH-90 ML	2020	LF
6041015	8" WHITE SOLID LINE - TH-125 ML	472	LF
6041025	24" WHITE SOLID LINE - TH-125 ML	25	LF
6041074	4" YELLOW SOLID LINE - TH-90 ML	2717	LF
6049505	REMOVAL OF PAVEMENT MARKINGS	1401	LF
6051100	PERMANENT YELLOW PAV. MARK BI-DIR 4X4	80	EA
6092155	TEMPORARY YELLOW PAV. MARK BI-DIR 4X4	56	EA
6271023	12"X18" WHITE TRIANGULAR YIELD BAR (GAPS EXCLUDED)	71	LF
7141162	18" RC PIPE - CL3 - AASHTO M315JNT	300	LF
7191005	CATCH BASIN - TYPE 1	1	EA

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
7191605	CATCH BASIN - TYPE 1B	6	EA
7192300	SPRING BOX	1	EA
7203110	CONCRETE CURB & GUTTER (1'-6") VERT.	1570	LF
7203130	CONCRETE CURB & GUTTER (1'-6" OGEE)	264	LF
7204100	CONCRETE SIDEWALK (4" UNIFORM)	210	SY
7204900	DETECTABLE WARNING SURFACE	105	SF
7206000	CONCRETE MEDIAN	15	SY
8041010	RIP-RAP (CLASS A)	32	TON
8048200	GEOTEXTILE/EROSION CONTROL (CLASS 2) TYPE A	40	SY
8100001	PERMANENT VEGETATION	4.00	MSY
8103000	TEMPORARY VEGETATION	2.00	MSY
8110001	LANDSCAPING PER PLAN, INCLUDES SPECIALTY SIGNS AND LIGHTING	1	LS
8115505	DRIP IRRIGATION SYSTEM	1	LS
8132000	SODDING - CENTIPEDE GRASS	145	SY
8152007	SEDIMENT TUBE	150	LF
8153000	SILT FENCE	850	LF
8153090	REPAIR/REPLACE SILT FENCE	85	LF
8154000	SILT BASINS	20	CY
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	215	LF
8021904	4" PVC PIPE	308	LF
8021908	8" PVC PIPE UNDERDRAIN	46	LF
	TEXTURED CONCRETE	1	LS

PLOTTED: 3/10/2000 5:00:03 PM FILE NAME: #115#



**DAVIS & FLOYD** Engineering Architecture Environmental Laboratory Services  
 GREENWOOD • CHARLESTON • COLUMBIA  
 SOUTH CAROLINA

240 STONEMERGE DRIVE  
 SUITE 300  
 COLUMBIA, SC 29902  
 (803) 734-4000

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION

BEAUFORT COUNTY

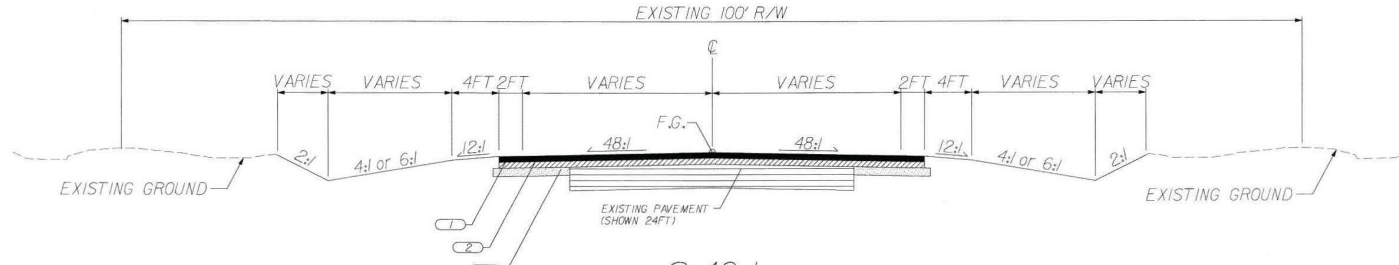
SUMMARY OF QUANTITIES  
S-40

SCALE 1"=100' R.T.E. S-40 DWG. NO. PN1



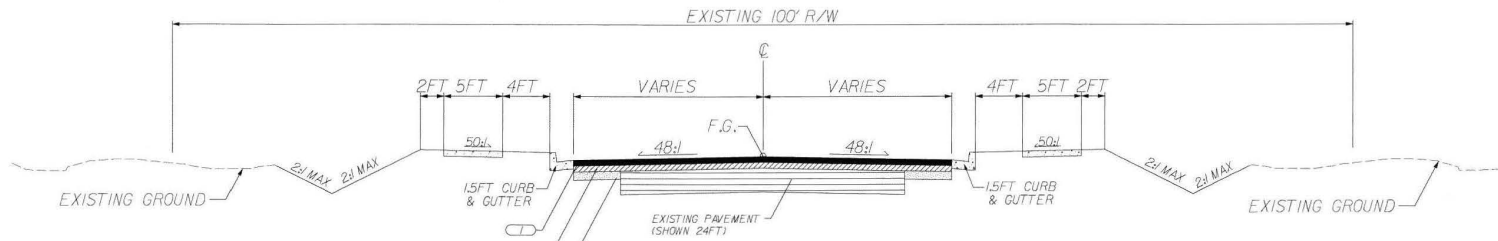
FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	3	

## TYPICAL SECTION OF IMPROVEMENT



S-40-1  
 STA 20+00.00 - STA 21+65.00  
 S-40 (JOE FRAZIER RD)  
 STA 18+35.00 - STA 19+35.73

- NOTES:  
 1. SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).  
 2. SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.  
 3. SEE SHEET 5 GENERAL NOTES FOR DETAIL OF CURB & GUTTER ADA RAMP AT PAVED SHOULDER.



S-40-1  
 STA 21+65.00 - STA 22+54.37  
 S-40 (JOE FRAZIER RD)  
 STA 17+60.29 - STA 18+35.00

SCALE: 5.000000 FT. / IN.  
 PLOT DRIVER: 3rd of V8-RW DGN.plt  
 FILE: J:\pds004\17769-05.e\1\_dgn\pdr\031yp.dgn  
 PLOTTED: 3/10/2010

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (180 PSY)
- 4 8' CONCRETE
- 5 3' GRADED AGGREGATE BASE COURSE



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 Architecture  
 Environmental  
 Laboratory Services  
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 SOUTH CAROLINA

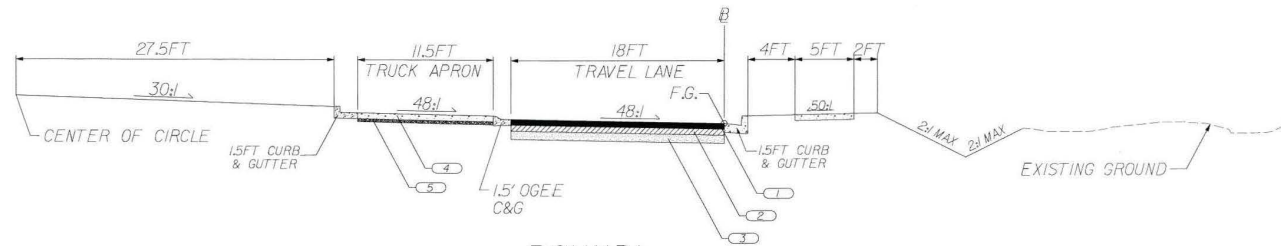
PAVEMENT DESIGN		DESIGN SPEED	4
MPH	FROM STA	TO STA	3
45	20+00.00	21+65.00	2
45	18+35.00	19+35.73	1
25	21+65.00	22+54.37	
25	17+60.29	18+35.00	
APPROVED BY		DATE	
DATE			

REV. NO.	BY	DATE	DESCRIPTION OF REVISION

BEAUFORT COUNTY	
TYPICAL SECTION S-40-1 & S-40	
SCALE - NTS RTE. S-40 DWG. NO. PN1	

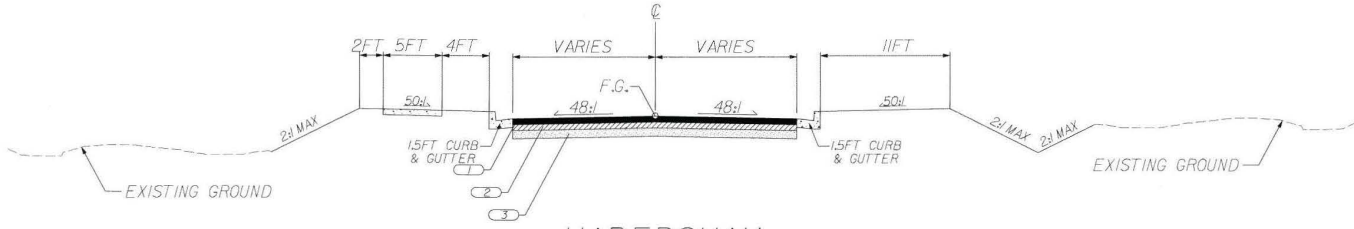
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3	S.C.	BEAUFORT	0.0000	0000	S-40	3A	

## TYPICAL SECTION OF IMPROVEMENT



**ROUND1**  
 STA 40+00.00 - STA 41+79.19  
**ROUND2**  
 STA 41+79.19 - STA 43+76.99

- NOTES:
- SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
  - SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
  - THE TRUCK APRON WILL BE TEXTURED CONCRETE. SEE SPECIFICATIONS FOR DETAILS.



**HABERSHAM**  
 STA 32+00.00 - STA 33+36.45  
**CONNECTOR**  
 STA 50+00.00 - STA 50+70.06

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (180 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



**DAVIS & FLOYD** Engineering Architecture  
 Environmental Laboratory Services  
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 SOUTH CAROLINA

PAVEMENT DESIGN	RT. ROUND1&2, CONN	DESIGN SPEED	4
	Mph	FROM STA	TO STA
APPROVED BY	20	40+00.00	43+76.99
	20	50+00.00	50+70.06
	20	32+00.00	33+36.45
DATE			

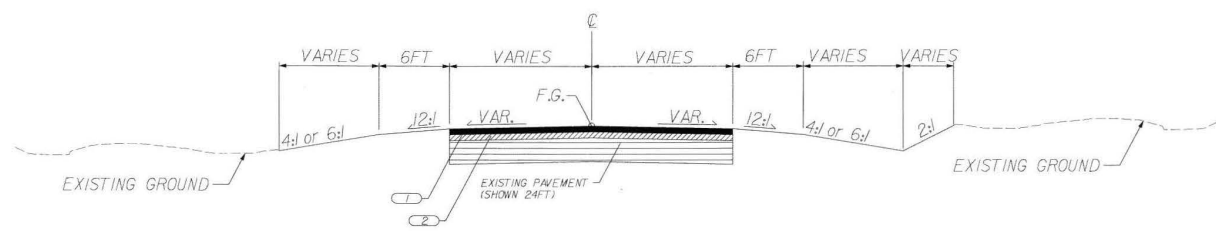
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
1			
TOPD.	DATE		
DWC.	DATE		
R/W	DATE		

BEAUFORT COUNTY  
  
 TYPICAL SECTION  
 ROUND1, ROUND2  
 HABERSHAM & CONNECTOR  
  
 SCALE - NTS RTE. S-40 DWG. NO. PN1

SCALE: 5.000007 FT / IN.  
 PLOT DRIVER: 3rd of VB-RW DGN.plt  
 FILE: J:\jobss\04\11769-05\cvt\1.dgn\ppr\03A.tyo.dgn  
 PLOTTED: 3/10/2010

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	38	

## TYPICAL SECTION OF IMPROVEMENT



MIDDLETON RECREATION DR  
STA 60+50.00 - STA 63+50.00

SCALE: 5.000007 FT / IN.  
 PLOT DRIVER: 3rd of V8-RW DGN.plt  
 FILE: P:\pba0004\1769-05\cvt\_dgn\pdr\038typ.dgn  
 PLOTTED: 3/10/2010

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (FOR BUILDUP)
- 3 ASPHALT BASE COURSE TYPE B (800 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



**DAVIS & FLOYD** Engineering  
 Architecture  
 Environmental  
 Laboratory Services  
 GREENWOOD • CHARLESTON • COLUMBIA  
 SOUTH CAROLINA

240 STONEIDGE DRIVE  
 BOX 1700  
 COLUMBIA, SC 29202  
 (803)254-6200

PAVEMENT DESIGN	RTE. MIDDLETON		DESIGN SPEED	4			
	MPH	FROM STA	TO STA	3			
	25	60+50.00	63+50.00	2			
APPROVED BY				1			
DATE							
	REV. NO.	BY	DATE	DESCRIPTION OF REVISION			
	TOPO.		DATE				
	DWG.		DATE	SQUAD -			
	R/W		DATE				

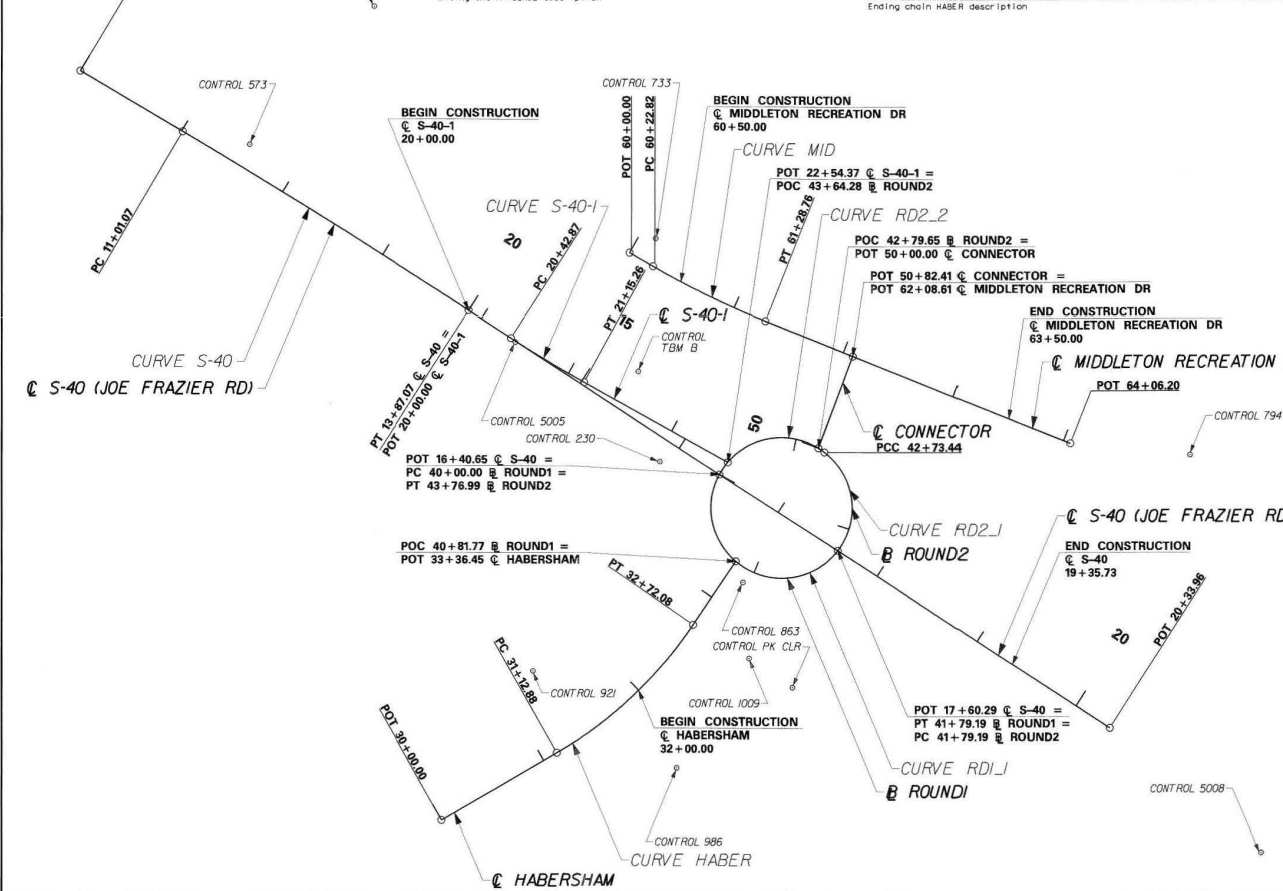
BEAUFORT COUNTY	
TYPICAL SECTION MIDDLETON RECREATION DR	
SCALE - NTS RTE. S-40 DWG. NO. PN1	





SCALE: 50.0001' / IN.  
 PLOT DRIVER: 3rd of V8-RW DGN4.plt  
 FILE: I:\bbsaad\17769-05\A1.dgn\p8\A05Ar\data.dgn

Beginning chain ROUND1 description				Beginning chain ROUND2 description			
Curve Data				Curve Data			
Curve RD1.1	P.I. Station	47+72.35 N	217.766.7920 E	Curve RD2.1	P.I. Station	42+39.19 N	218.428.8219 E
Delta	=	171° 06' 56.74" (LT)		Delta	=	90° 00' 00.00" (LT)	2.071.098.2746
Degree	=	95° 29' 34.68"		Degree	=	95° 29' 34.68"	
Tangent	=	772.3466		Tangent	=	60.0000	
Length	=	175.1920		Length	=	24.458	
Radius	=	60.0000		Radius	=	60.0000	
External	=	174.6156		External	=	24.8528	
Long Chord	=	119.6395		Long Chord	=	17.5738	
Mid. Ord.	=	95.2529		Mid. Ord.	=	84.8528	
P.C. Station	=	40+00.00 N	218.446.0264 E	P.C. Station	=	41+79.19 N	218.381.0993 E
P.T. Station	=	41+79.19 N	218.381.0993 E	P.T. Station	=	42+39.19 N	218.465.1888 E
C.C. Station	=	41+79.19 N	218.417.4661 E	C.C. Station	=	41+79.19 N	218.417.4661 E
Back Sight	=	S 28° 25' 29.32" N		Back Sight	=	S 37° 18' 33.58" N	
Ahead	=	N 37° 18' 32.58" E		Ahead	=	N 37° 18' 32.58" E	
Chord Bear	=	S 57° 07' 59.05" E		Chord Bear	=	N 7° 41' 27.42" W	



Beginning chain CDNN description			
Curve Data			
Point 21	N	218.468.6904 E	2.071.045.4273 Sta
Course from 21 to 28 N 20° 44' 34.67" E Dist 82.4056			
Point 28	N	218.545.7543 E	2.071.074.6134 Sta
Ending chain CDNN description			
Beginning chain HABER description			
Curve Data			
Point 15	N	218.155.0815 E	2.070.725.4992 Sta
Course from 15 to PC HABER N 60° 12' 23.69" E Dist 112.8764			
Curve HABER	P.I. Station	31+83.98 N	218.251.4153 E
Delta	=	26° 03' 43.17" (LT)	
Degree	=	26° 03' 43.17"	
Tangent	=	81.0033	
Length	=	139.2036	
Radius	=	350.0000	
External	=	9.2514	
Long Chord	=	157.8347	
Mid. Ord.	=	9.0131	
P.C. Station	=	31+12.88 N	218.211.1668 E
P.T. Station	=	32+72.08 N	218.514.9047 E
C.C. Station	=	32+72.08 N	218.514.9047 E
Back Sight	=	N 60° 12' 23.69" E	
Ahead	=	N 34° 08' 40.53" E	
Chord Bear	=	N 47° 10' 32.11" E	

Beginning chain S-40 description			
Curve Data			
Point 1	N	218.785.8074 E	2.070.418.3851 Sta
Course from 1 to PC S-40 S 59° 19' 04.46" E Dist 101.0717			
Curve S-40	P.I. Station	12+44.09 N	218.661.2565 E
Delta	=	0° 41' 05.41" (RT)	
Degree	=	0° 41' 05.41"	
Tangent	=	143.0145	
Length	=	285.9844	
Radius	=	7,500.0000	
External	=	1.3634	
Long Chord	=	285.9770	
Mid. Ord.	=	1.3632	
P.C. Station	=	11+01.07 N	218.734.2331 E
P.T. Station	=	13+47.07 N	218.583.6460 E
C.C. Station	=	13+47.07 N	218.583.6460 E
Back Sight	=	S 59° 19' 04.46" E	
Ahead	=	S 57° 07' 59.05" E	
Chord Bear	=	S 58° 13' 31.75" E	

Beginning chain S-40-1 description			
Curve Data			
Point 2	N	218.232.5813 E	2.071.291.7725 Sta
Course from 2 to PC S-40-1 S 57° 07' 59.05" E Dist 646.8940			
Curve S-40-1	P.I. Station	20+79.08 N	218.540.7297 E
Delta	=	4° 08' 51.70" (LT)	
Degree	=	4° 08' 51.70"	
Tangent	=	35.2113	
Length	=	72.3909	
Radius	=	1,000.0000	
External	=	0.6554	
Long Chord	=	72.3751	
Mid. Ord.	=	0.6550	
P.C. Station	=	20+45.87 N	218.550.3812 E
P.T. Station	=	21+15.26 N	218.523.3295 E
C.C. Station	=	21+15.26 N	218.523.3295 E
Back Sight	=	S 57° 07' 59.05" E	
Ahead	=	S 61° 16' 50.75" E	
Chord Bear	=	S 59° 12' 24.90" E	

BEAUFORT COUNTY  
 REFERENCE DATA SHEET  
 S-40

PLAN SCALE 1"=50'

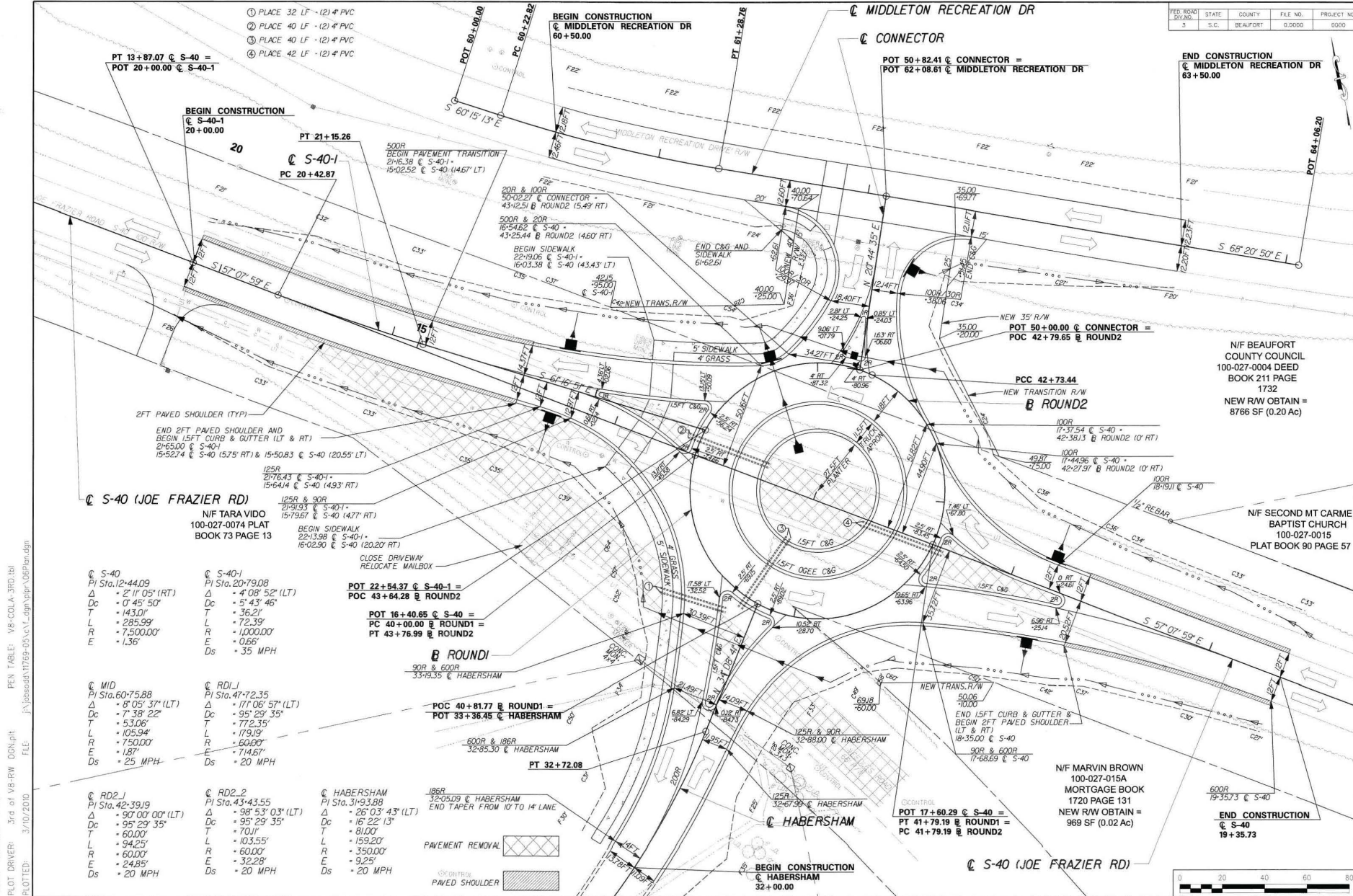
REV.	DATE	BY	DESCRIPTION OF REVISION

**DAVIS & FLOOD, INC.**  
 Engineering  
 Architecture  
 Environmental  
 Laboratory Services  
 1010 W. 10th Street, Suite 200  
 Beaufort, NC 28520  
 Phone: 252-738-1111  
 Fax: 252-738-1112  
 Email: info@davisandflood.com



SCALE: 20.0000' = 1" IN.

PLOT DRIVER: 3rd of VB-RW DON.plt  
PLOTTED: 3/10/2010  
FILE: J:\Roads\11769-05\VL.dgn\11769-05Plan.dgn



FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	6	

BEAUFORT COUNTY  
PLAN SHEET  
S-40

REV.	BY	DATE	DESCRIPTION OF REVISION
1			
2			
3			
4			

N/F BEAUFORT COUNTY COUNCIL  
100-027-0004 DEED  
BOOK 211 PAGE  
1732  
NEW R/W OBTAIN =  
8766 SF (0.20 Ac)

N/F SECOND MT CARMEL  
BAPTIST CHURCH  
100-027-0015  
PLAT BOOK 90 PAGE 57

N/F MARVIN BROWN  
100-027-015A  
MORTGAGE BOOK  
1720 PAGE 131  
NEW R/W OBTAIN =  
969 SF (0.02 Ac)

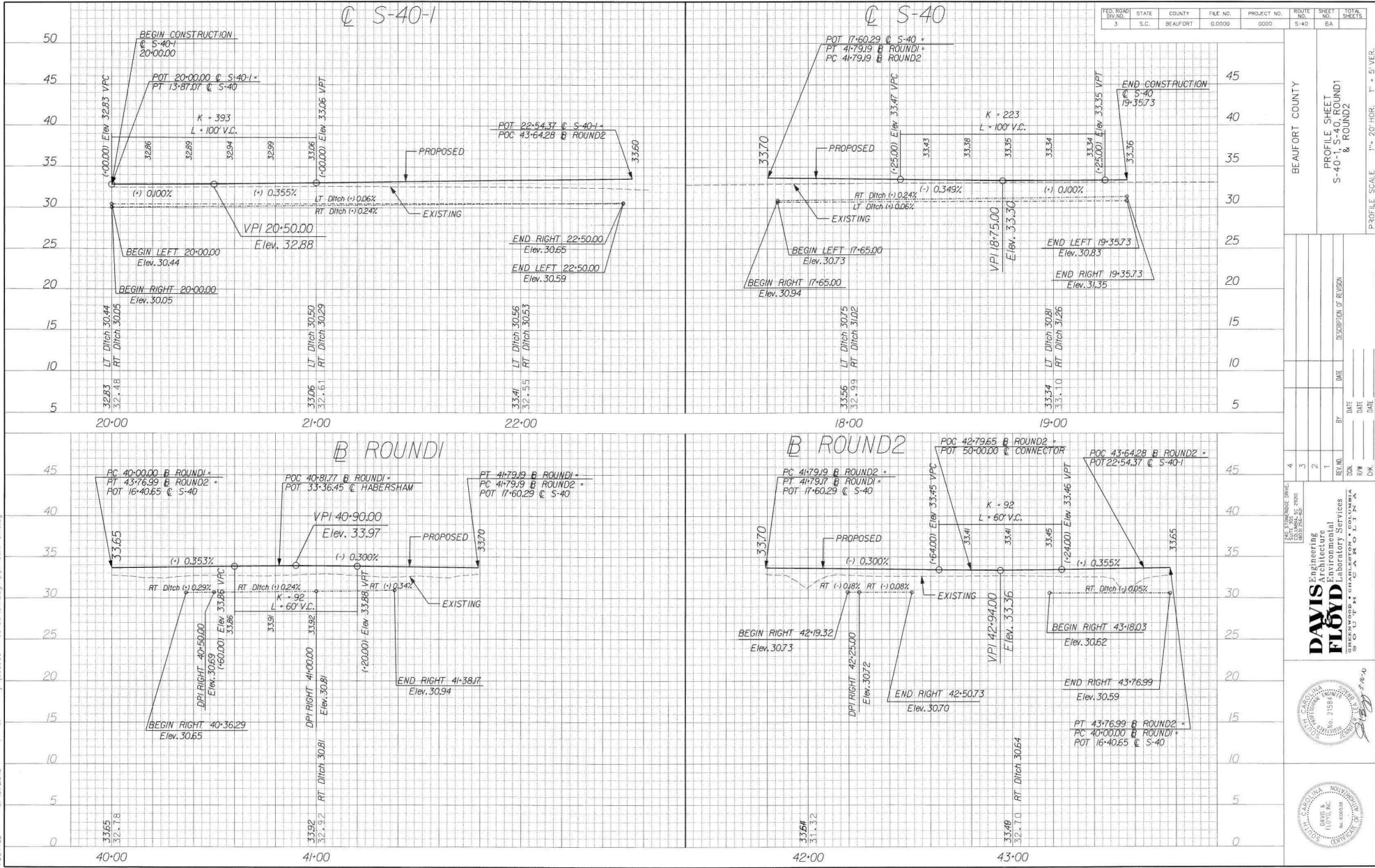
END CONSTRUCTION  
@ S-40  
19+35.73

**DAVIS Engineering**  
Architectural  
**FLOYD**  
Environmental  
Laboratory Services

SCALE: 1" = 20'



SCALE: 20.0000' / IN.  
 PLOT DRIVER: 3rd of VB-RW DON.plt  
 PLOTTED: 3/10/2010  
 PEN TABLE: VB-COLA-3RD.tbl  
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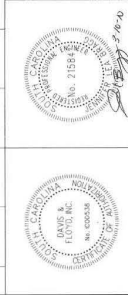


FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	6A	

BEAUFORT COUNTY  
 PROFILE SHEET  
 S-40-1, S-40, ROUND1 & ROUND2  
 PROFILE SCALE: 1" = 20' HOR. 1" = 5' VER.

NO.	DATE	BY	DESCRIPTION OF REVISION
1			
2			
3			
4			

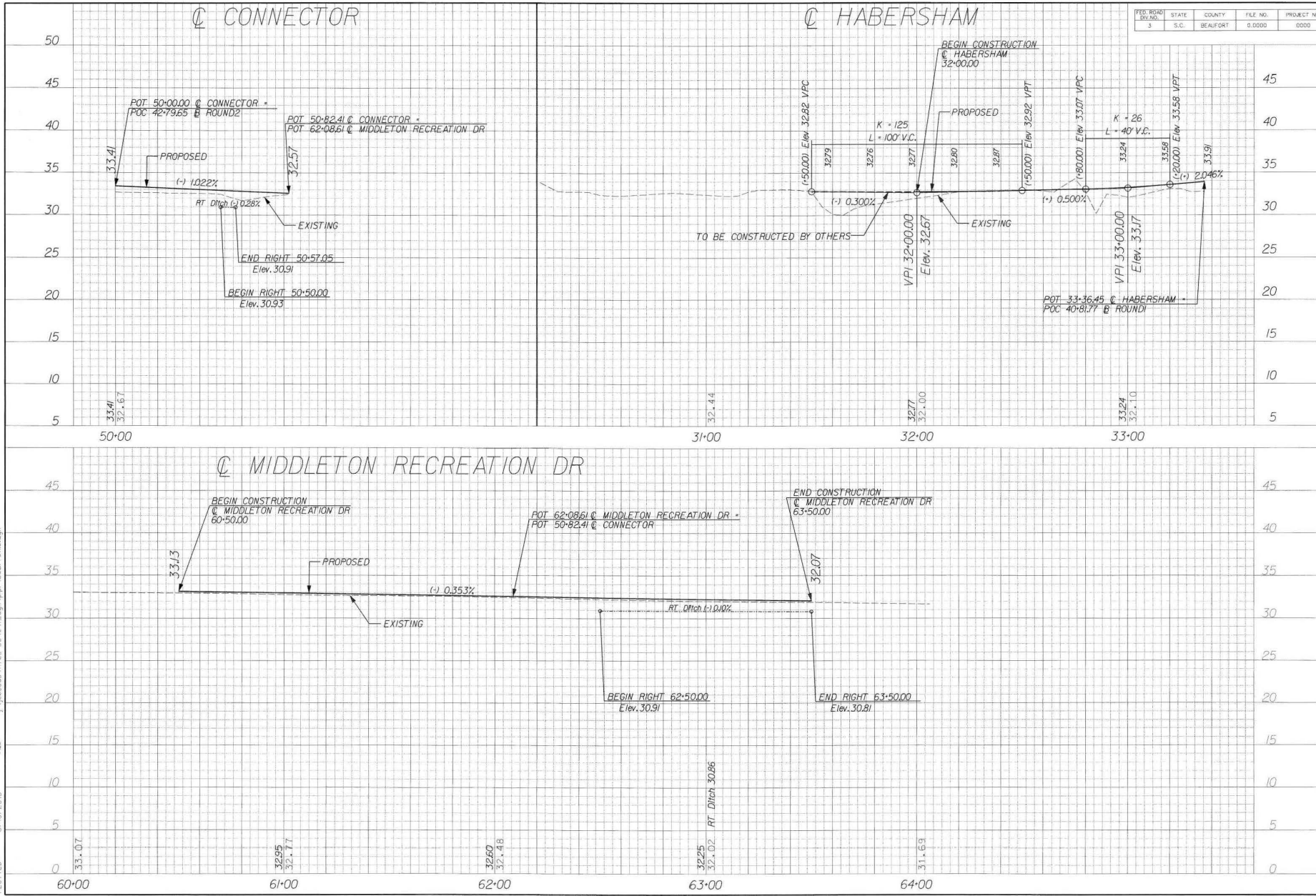
DAVIS Engineering Architecture  
 Environmental Laboratory Services  
 1000 W. 10th St., Suite 100  
 Columbia, SC 29201  
 TEL: 803.799.1111 FAX: 803.799.1112  
 WWW.DAVISINC.COM





SCALE: 20.0000' / IN.

PLOT DRIVER: 3rd of VB-RW DGN.plt  
PLOTTED: 3/10/2010  
PEN TABLE: VB-COLA-3RD.tbl  
FILE: R:\pssadda\1769-05\cvt\_dgn\vbpr\06gpr\06gpr.dgn



FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	68	

BEAUFORT COUNTY		PROFILE SHEET CONNECTOR, HABERSHAM & MIDDLETON RECREATION DR	
REV. NO.	DATE	BY	DESCRIPTION OF REVISION
4			
3			
2			
1			

<b>DAVIS &amp; FLOYD</b> Engineering Architecture Environmental Laboratory Services 100 S. W. 10th St., Raleigh, NC 27601 Tel: 919.972.0000 Fax: 919.972.0001	





NOTES:

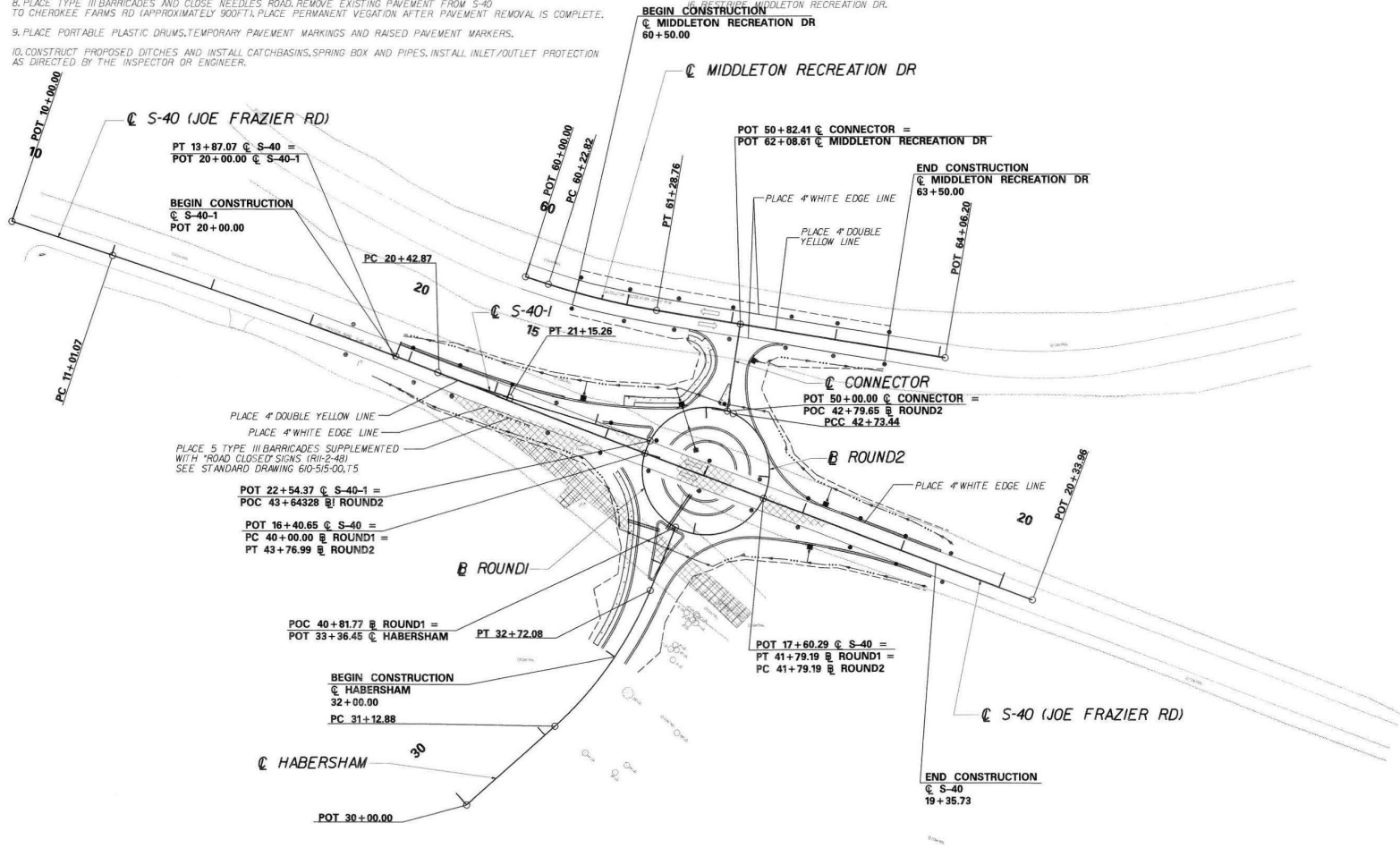
1. RECEIVE NPDES COVERAGE FROM DHEC.
2. NOTIFY DHEC EOC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
3. PLACE PERMANENT CONSTRUCTION SIGNS (SCHEME E) ON S-40 (JOE FRAZIER RD), MIDDLETON RECREATION DR, & CHEROKEE FARMS ROAD AT NEEDLES ROAD.
4. INSTALL CONSTRUCTION ENTRANCES.
5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
7. INSTALL DRIVEWAY PIPE, RELOCATE MAILBOX, AND CLOSE DRIVEWAY ON NEEDLES RD.
8. PLACE TYPE III BARRICADES AND CLOSE NEEDLES ROAD. REMOVE EXISTING PAVEMENT FROM S-40 TO CHEROKEE FARMS RD (APPROXIMATELY 900 FT). PLACE PERMANENT VEGETATION AFTER PAVEMENT REMOVAL IS COMPLETE.
9. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.
10. CONSTRUCT PROPOSED DITCHES AND INSTALL CATCHBASINS, SPRING BOX AND PIPES. INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.

NOTES CONT'D:

11. INSTALL 4" PVC TO HABERSHAM ISLAND AND TO CENTER ISLAND.
12. CONSTRUCT CURB & GUTTER AND SIDEWALK FOR AREAS SHOWN OUTSIDE OF EDGE OF PAVEMENT ON S-40 (JOE FRAZIER RD), CONSTRUCT CURB & GUTTER FOR A PORTION OF THE S-40 ISLAND. PLACE TEMPORARY VEGETATION.
13. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE ON MIDDLETON RECREATION DR, CONNECTOR, HABERSHAM, AND ROUND 1 & ROUND 2 (OUTSIDE S-40 EGP).
14. CONSTRUCT PAVED SHOULDERS AS SHOWN ON S-40 AND S-40-1 WITH ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE. USE BASE COURSE AND INTERMEDIATE COURSE FOR BUILDUP AND TIE-INS FOR STAGE 2 TRAFFIC CONTROL LANE SHIFTS.
15. CONSTRUCT CONCRETE ISLAND ON CONNECTOR.
16. RESTRIPE MIDDLETON RECREATION DR.

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	TC1	

STAGE 1



SCALE: 50.0001' / IN.  
 PLOT DRIVER: 3rd of V8-FW DGN.plt  
 FILE: F:\jobs\04\1769-05\c\1\_dgn\06p\TC1.dgn

PLACE 5 TYPE III BARRICADES SUPPLEMENTED WITH "ROAD CLOSED" SIGNS (RII-2-48) ON NEEDLES ROAD AT THE INTERSECTION WITH CHEROKEE FARMS RD (APPROXIMATELY 900 FT FROM S-40) SEE STANDARD DRAWING 610-515-00.15



BEAUFORT COUNTY		TRAFFIC CONTROL		S-40		TOTAL SHEETS	
4		3		2		1	
REV.	DATE	BY	DATE	DESCRIPTION OF REVISION	DATE	DATE	DATE



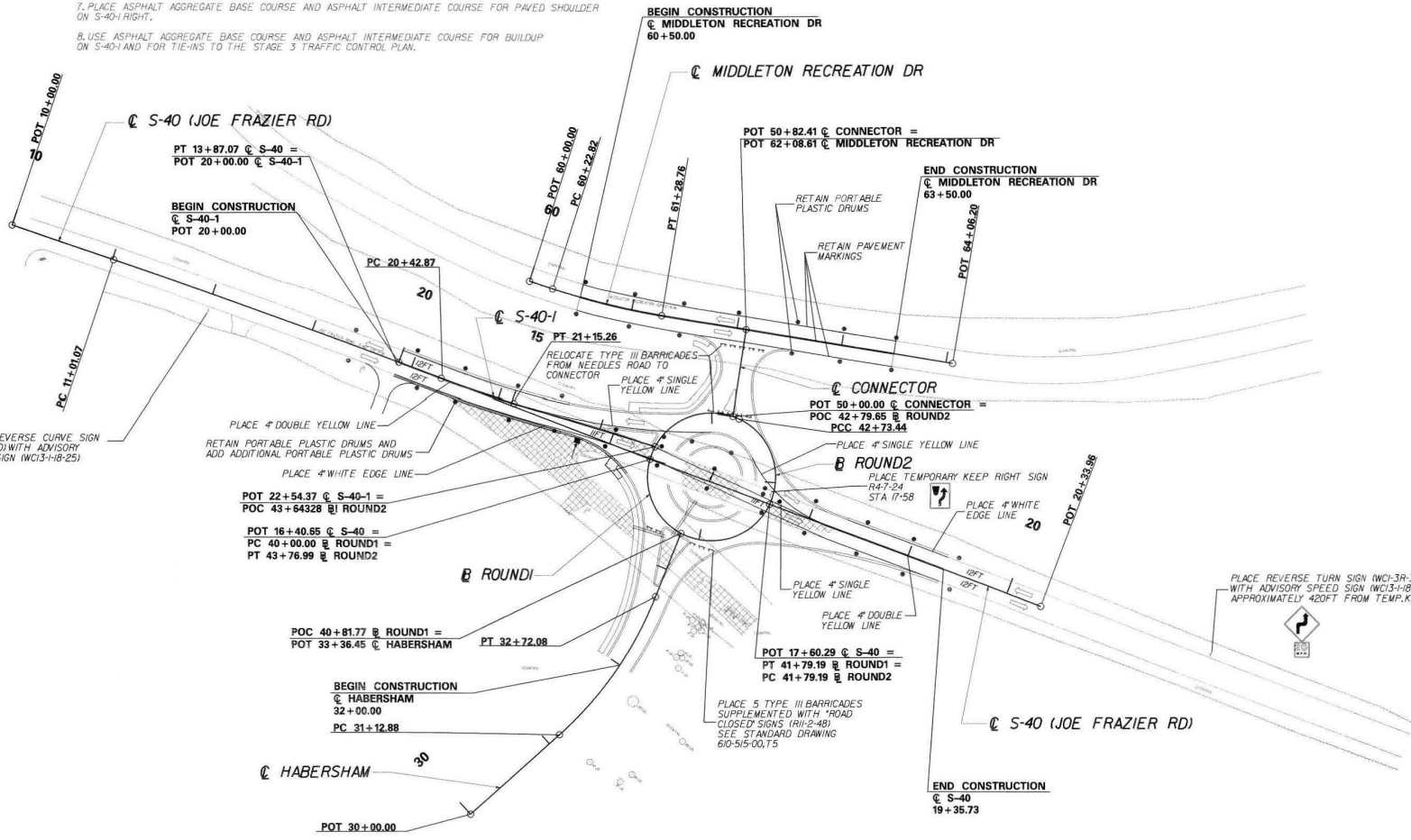
- NOTES:
1. RETAIN PERMANENT CONSTRUCTION SIGNS.
  2. REMOVE TYPE III BARRICADES ON NEEDLES ROAD.
  3. PLACE TYPE III BARRICADES ON CONNECTOR AND HABERSHAM.
  4. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY TRAFFIC CONTROL SIGNS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS. REMOVE ANY PAVEMENT MARKINGS OR RAISED PAVEMENT MARKERS FROM STAGE 1 THAT CONFLICT WITH THE STAGE 2 PLAN.
  5. INSTALL CATCHBASIN AND PIPE ON S-40+RIGHT. INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.
  6. COMPLETE CURB & GUTTER AND SIDEWALK FOR S-40+RIGHT. PLACE TEMPORARY VEGETATION.
  7. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE FOR PAVED SHOULDER ON S-40+RIGHT.
  8. USE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE FOR BUILDUP ON S-40+I AND FOR TIE-INS TO THE STAGE 3 TRAFFIC CONTROL PLAN.

TED. ROAD DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	D.0000	0000	S-40	TC2	

STAGE 2



BEAUFORT COUNTY  
TRAFFIC CONTROL  
S-40  
PLAN SCALE 1"=20'



PLACE REVERSE CURVE SIGN (W13-118-25) WITH ADVISORY SPEED SIGN (W13-118-25)

PLACE 4 DOUBLE YELLOW LINE  
RETAIN PORTABLE PLASTIC DRUMS AND ADD ADDITIONAL PORTABLE PLASTIC DRUMS

PLACE 4 WHITE EDGE LINE

POT 22+54.37 @ S-40-1 =  
POC 43+64328 @ ROUND2

POT 16+40.55 @ S-40 =  
PC 40+00.00 @ ROUND1 =  
PT 43+76.99 @ ROUND2

POC 40+81.77 @ ROUND1 =  
POT 33+36.45 @ HABERSHAM

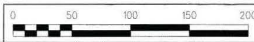
**BEGIN CONSTRUCTION**  
HABERSHAM  
32+00.00  
PC 31+12.88

PLACE 5 TYPE III BARRICADES SUPPLEMENTED WITH "ROAD CLOSED" SIGNS (R11-2-48) SEE STANDARD DRAWING 610-515-00.15

PLACE TEMPORARY KEEP RIGHT SIGN R47-24 STA 17+58

PLACE 4 WHITE EDGE LINE

PLACE REVERSE TURN SIGN (W13-3R-30) WITH ADVISORY SPEED SIGN (W13-118-200) APPROXIMATELY 420FT FROM TEMP. KEEP RIGHT SIGN



SCALE: 50,000:1 = 1" IN.  
PLOT DRIVER: 3rd of VB-RW DON.pit  
PLOTTED: 3/10/2010  
FILE: J:\030600d\171769-05\1-1-dgn\paper\TC2.dgn

NO.	BY	DATE	DESCRIPTION OF REVISION
4			
3			
2			
1			

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHK: \_\_\_\_\_

DAVIS & FLOYD  
Engineering  
Architecture  
Environmental  
Laboratory Services  
CORPORATE OFFICE: 400 W. 11TH ST., SUITE 200  
DURHAM, NC 27601  
PHONE: 919.286.8300  
FAX: 919.286.8301  
WWW.DAVISANDFLOYD.COM

- NOTES:
1. RETAIN PERMANENT CONSTRUCTION SIGNS.
  2. RETAIN TYPE III BARRICADES ON CONNECTOR AND HABERSHAM.
  3. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY TRAFFIC CONTROL SIGNS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS. REMOVE ANY PAVEMENT MARKINGS OR RAISED PAVEMENT MARKERS FROM STAGE 2 THAT CONFLICT WITH THE STAGE 3 PLAN.
  4. INSTALL 4" PVC FROM CENTER ISLAND TO S-40 ISLAND AND S-40 ISLAND.
  5. CONSTRUCT REMAINING OEGE CURB AND GUTTER ON ROUNDABOUT. COMPLETE CURB & GUTTER ON S-40 ISLAND AND PLACE SIDEWALK. CONSTRUCT CURB & GUTTER ON S-40 ISLAND.
  6. REMOVE PAVEMENT INSIDE THE CENTER ISLAND, S-40 ISLAND AND S-40 ISLAND.
  7. CONSTRUCT CONCRETE TRUCK APRON ON ROUNDABOUT.
  8. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE ON REMAINDER OF ROUNDABOUT. USE ASPHALT INTERMEDIATE COURSE FOR ANY ADDITIONAL AREAS REQUIRING BUILDUP.
  9. PLACE PERMANENT SIGNAGE AND REMOVE TEMPORARY SIGNAGE.
  10. PLACE ASPHALT SURFACE COURSE.

- NOTES (CONT'D):
11. PLACE TEMPORARY PAVEMENT MARKINGS (PAINT) AND RAISED PAVEMENT MARKERS PER PAVEMENT MARKING AND SIGNAGE PLAN.
  12. REMOVE TYPE III BARRICADES ONLY ON CONNECTOR.
  13. PLACE PERMANENT VEGETATION, PLACE LANDSCAPING AND INSTALL LIGHTING PER LANDSCAPE PLAN.
  14. PLACE PERMANENT PAVEMENT MARKINGS (THERMO) PER PAVEMENT MARKING AND SIGNAGE PLAN.
  15. REMOVE PERMANENT CONSTRUCTION SIGNS AND PORTABLE PLASTIC DRUMS.
  16. CHEROKEE FARMS DEVELOPMENT WILL RETAIN TYPE III BARRICADES ON HABERSHAM UNTIL ADDITIONAL ROADS HAVE BEEN COMPLETED.
  17. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE.

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	TC3	

STAGE 3

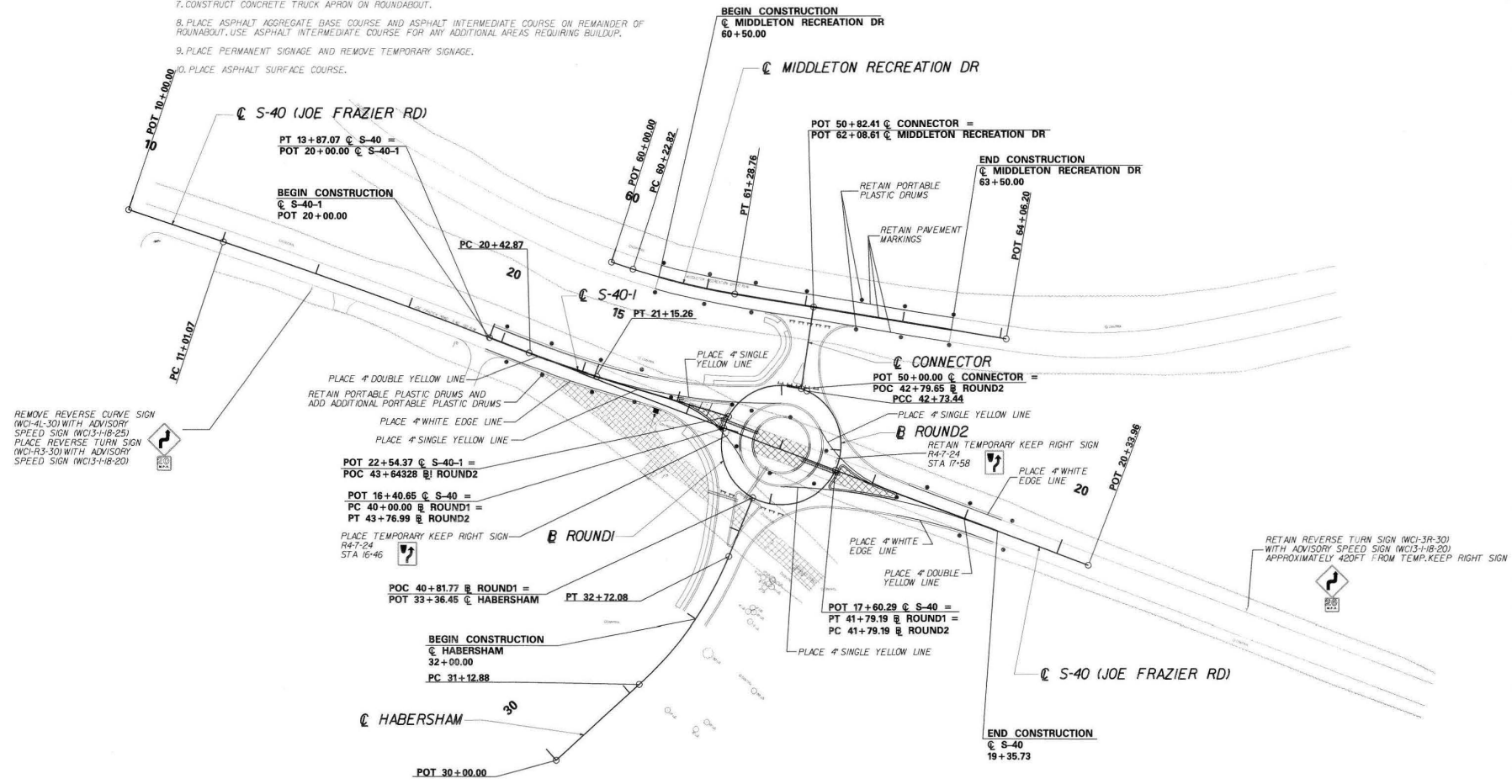
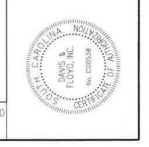
BEAUFORT COUNTY  
TRAFFIC CONTROL  
S-40  
PLAN SCALE 1"=20'

NO.	DATE	DESCRIPTION OF REVISION
4		
3		
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1		

REVISIONS

NO.	DATE	BY	DATE

DAVIS FLOYD  
Engineering  
Architecture  
Environmental  
Laboratory Services  
1000 W. BROADWAY  
SUITE 200  
NORFOLK, VA 23510  
757-622-1111



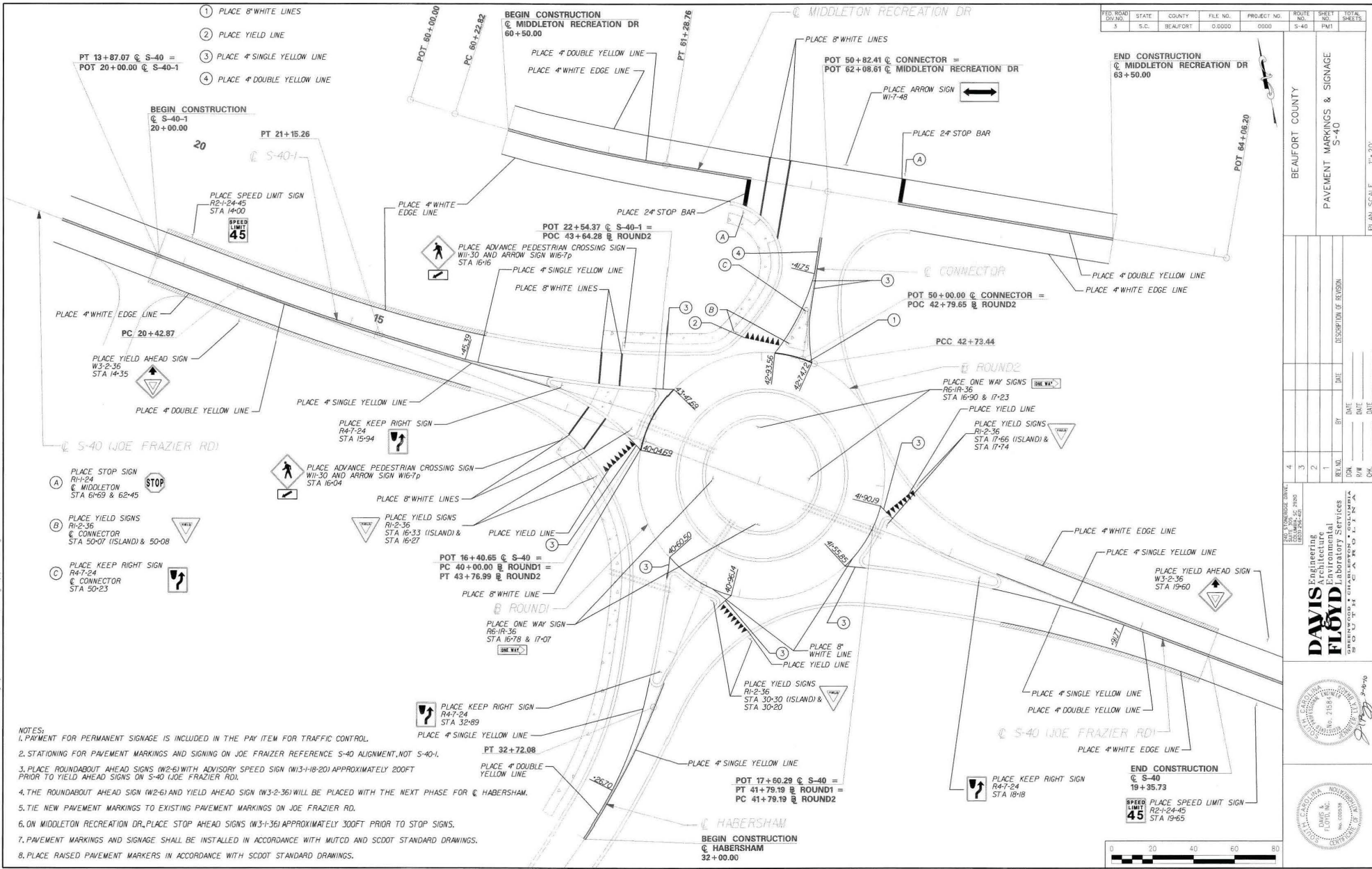
- REMOVE REVERSE CURVE SIGN (WC1-4-30) WITH ADVISORY SPEED SIGN (WC13-HB-25)  
PLACE REVERSE TURN SIGN (WC13-30) WITH ADVISORY SPEED SIGN (WC13-HB-20)

SCALE: 50,000:1 = 1" = 10'  
PLOT DRIVER: 3rd of V8-RW DGN.plt  
PLOTTED: 3/10/2010  
FILE: \\pabodan\1769-05\sc\1\_dgn\p08a\TC3.dgn



SCALE: 20.0000" = 1" IN.  
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 FILE: 3/10/2000  
 PLOTTED: 3/10/2000

PEN TABLE: VB-COL-A-3RD.tbl  
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FED ROAD DIST NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	PM1	

BEAUFORT COUNTY  
 PAVEMENT MARKINGS & SIGNAGE  
 S-40  
 PLAN SCALE 1"=20'

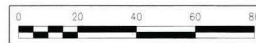
NO.	DATE	BY	DESCRIPTION OF REVISION
4			
3			
2			
1			

DAVIS & FLOYD  
 Engineering  
 Architecture  
 Environmental  
 Laboratory Services  
 1000 W. 10th St., Raleigh, NC 27603  
 (919) 876-1000

Professional Engineer Seal: No. 7156, State of North Carolina, Exp. 12/31/2004, Issued 12/31/2000

Professional Engineer Seal: No. 60288, State of North Carolina, Exp. 12/31/2004, Issued 12/31/2000

- NOTES:
1. PAVEMENT FOR PERMANENT SIGNAGE IS INCLUDED IN THE PAY ITEM FOR TRAFFIC CONTROL.
  2. STATIONING FOR PAVEMENT MARKINGS AND SIGNING ON JOE FRAZIER REFERENCE S-40 ALIGNMENT, NOT S-40-1.
  3. PLACE ROUNDABOUT AHEAD SIGNS (W2-6) WITH ADVISORY SPEED SIGN (W3-118-20) APPROXIMATELY 200FT PRIOR TO YIELD AHEAD SIGNS ON S-40 JOE FRAZIER RD.
  4. THE ROUNDABOUT AHEAD SIGN (W2-6) AND YIELD AHEAD SIGN (W3-2-36) WILL BE PLACED WITH THE NEXT PHASE FOR Q HABERSHAM.
  5. THE NEW PAVEMENT MARKINGS TO EXISTING PAVEMENT MARKINGS ON JOE FRAZIER RD.
  6. ON MIDDLETON RECREATION DR, PLACE STOP AHEAD SIGNS (W3-1-36) APPROXIMATELY 300FT PRIOR TO STOP SIGNS.
  7. PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH MUTCD AND SCDOT STANDARD DRAWINGS.
  8. PLACE RAISED PAVEMENT MARKERS IN ACCORDANCE WITH SCDOT STANDARD DRAWINGS.







SCALE: 50.0001' = 1" IN.  
 PLOT DRIVER: 3rd of V8-RW DGN.plt  
 PLOTTED: 3/10/2010  
 FILE: F:\pbase04\1769-05\1769.dgn\pbase04.ec2.dgn

# EROSION CONTROL NOTES

FED ROAD DIST NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	EC2	



MAP SHOWING LOCATION OF BEAUFORT COUNTY IN SOUTH CAROLINA

- IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.

- WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
- WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED EVERY SEVEN (7) DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.

OR

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.

4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFF-SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/ SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 et seq. AND SCRI00000.

8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

9. ALL WATERS OF THE STATE (W6S), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL W6S. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL W6S.

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

BEAUFORT COUNTY		EROSION CONTROL NOTES	
S-40		S-40	
DATE		DATE	
BY		DATE	
DESCRIPTION OF REVISION		DATE	
1		DATE	
2		DATE	
3		DATE	
4		DATE	

2500 S. WILMOTHE DRIVE  
 GREENSBORO, NC 27409  
 (336) 853-2900  
**DAVIS & FLOYD**  
 Engineering  
 Architecture  
 Environmental  
 Laboratory Services  
 1000 W. GARDNER ST. SUITE 200  
 GREENSBORO, NC 27409

PROFESSIONAL SEAL: STATE OF NORTH CAROLINA, ENGINEER, NO. 21598, DAVID B. FLOYD, EXPIRES 12/31/2011

PROFESSIONAL SEAL: STATE OF NORTH CAROLINA, ARCHITECT, NO. 60338, DAVID B. FLOYD, EXPIRES 12/31/2011

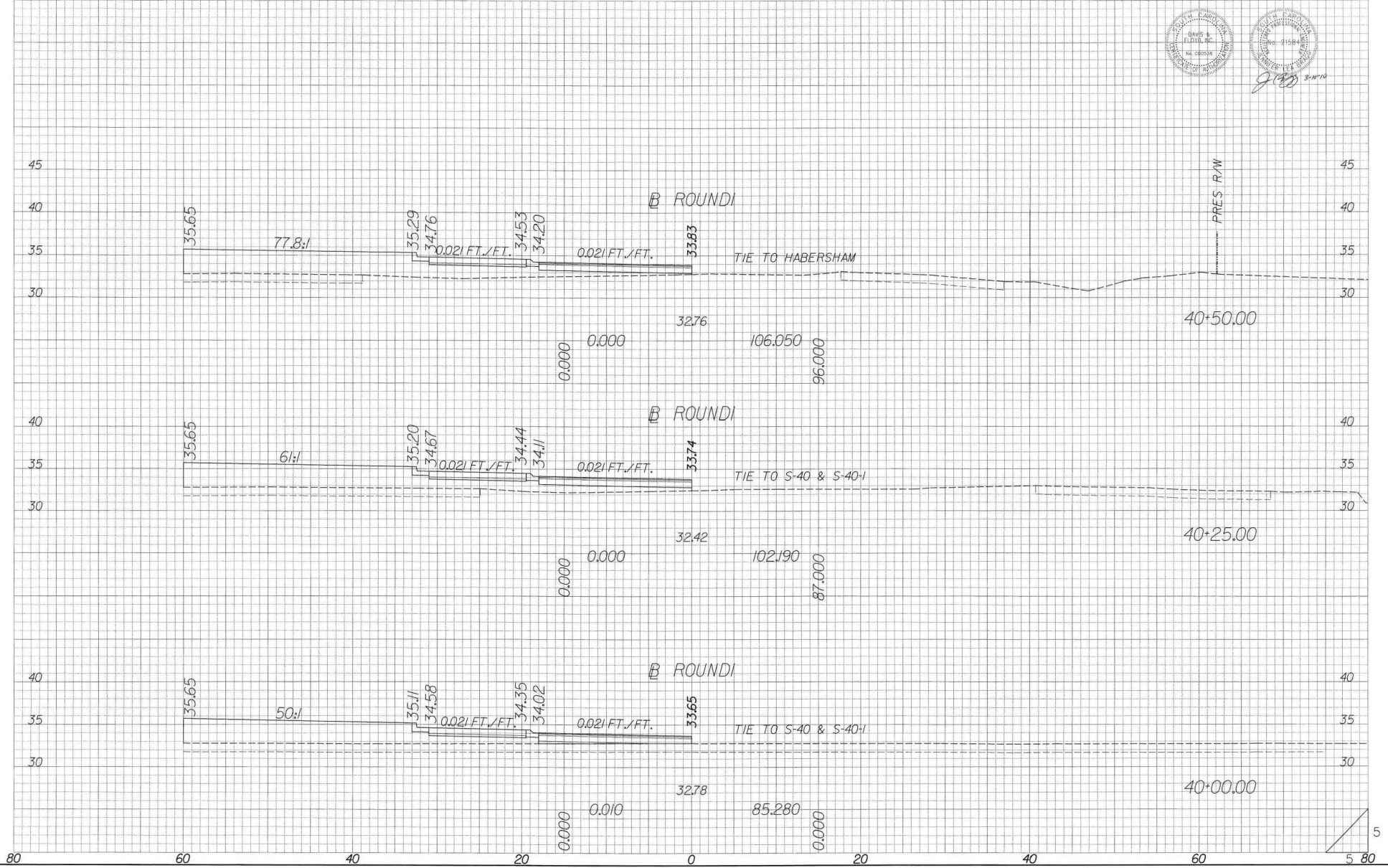


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
5	S.C.	BEAUFORT	0.0000	0000	S-40	X1	

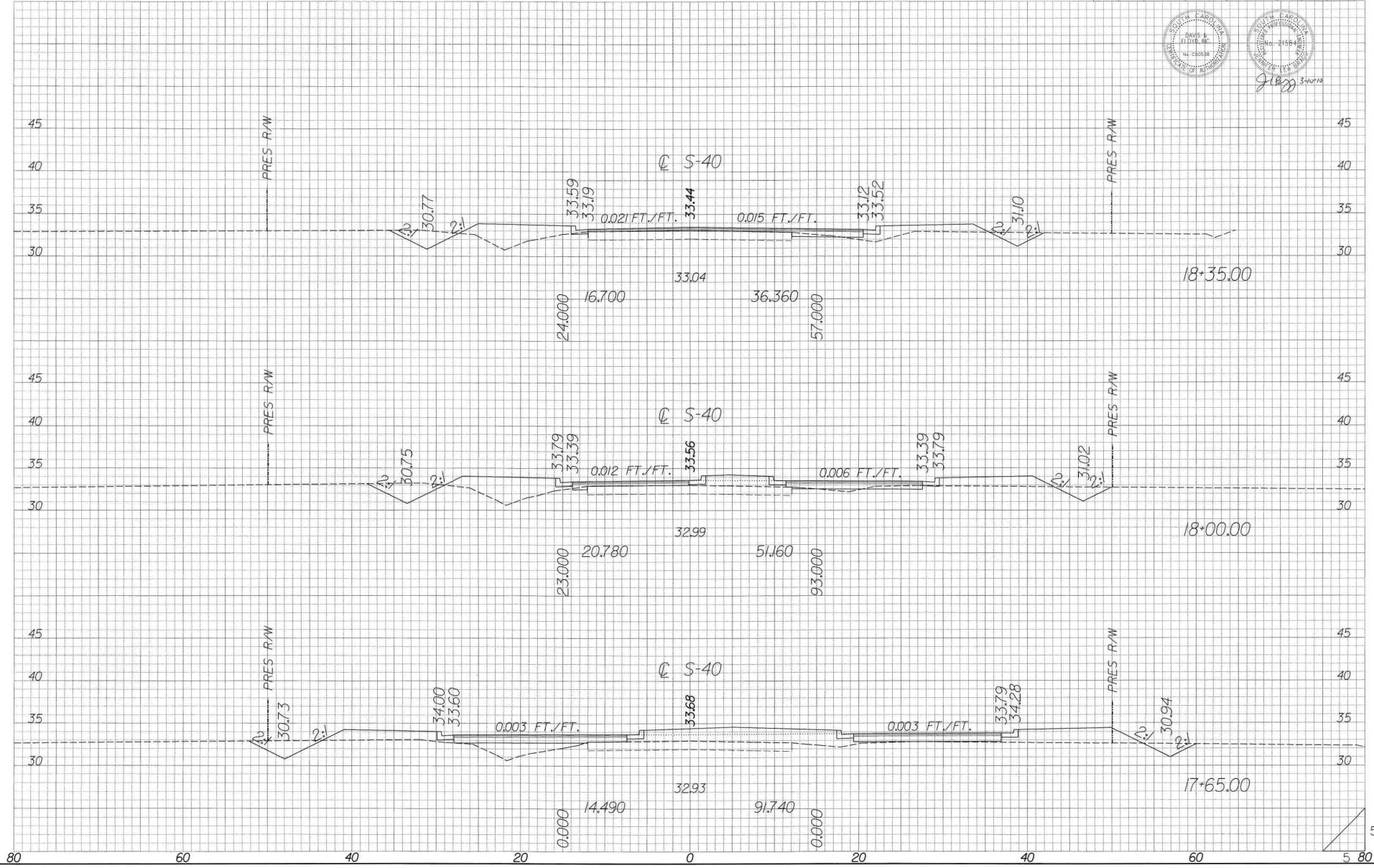


3-NP10



CONSTRUCTION PLANS

FED. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	X10	



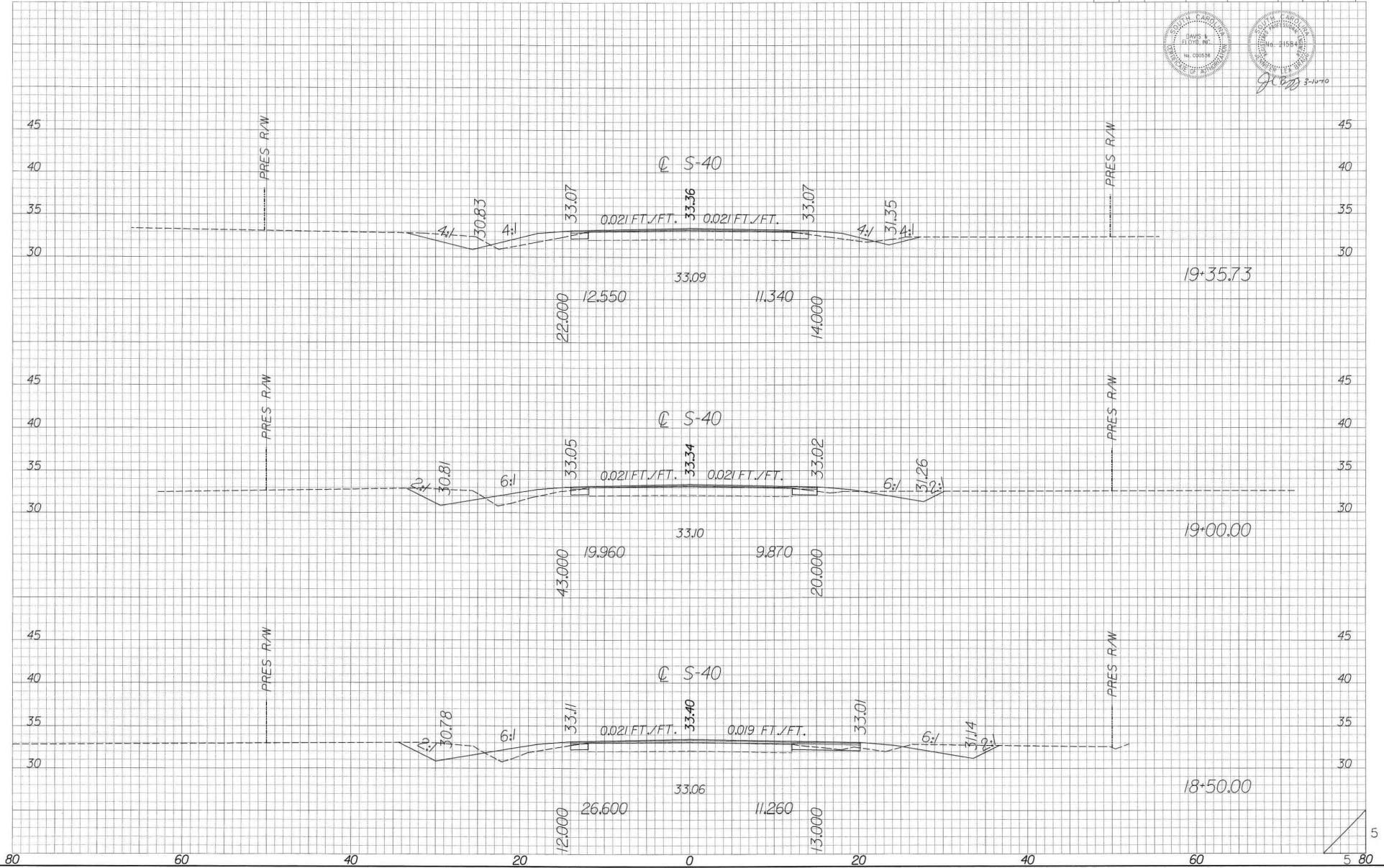


CONSTRUCTION PLANS

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3	S.C.	BEAUFORT	0.0000	0000	S-40	X11	



*gcm* 3-11-10



FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-49	X12	

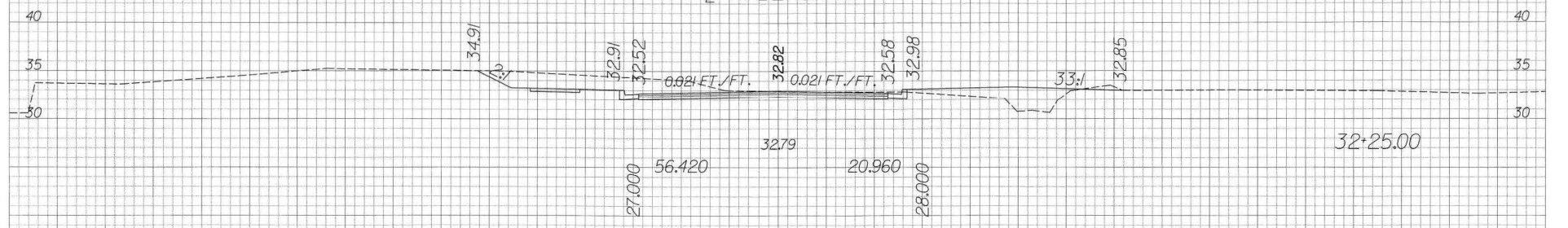


*J. Long 3-1-70*

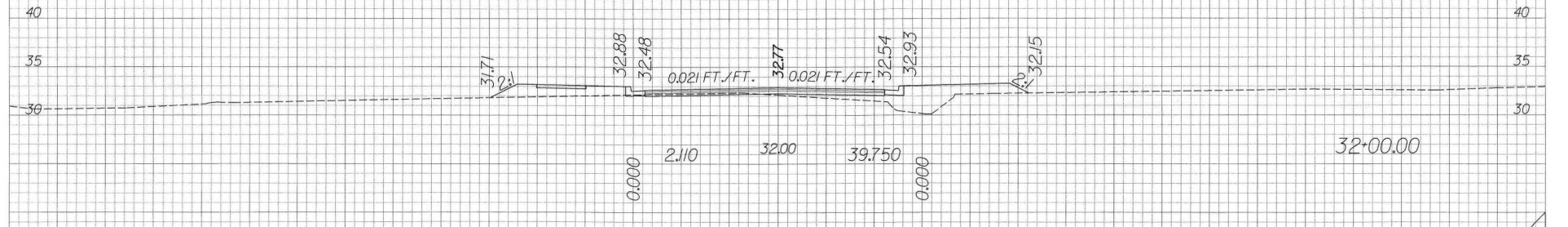
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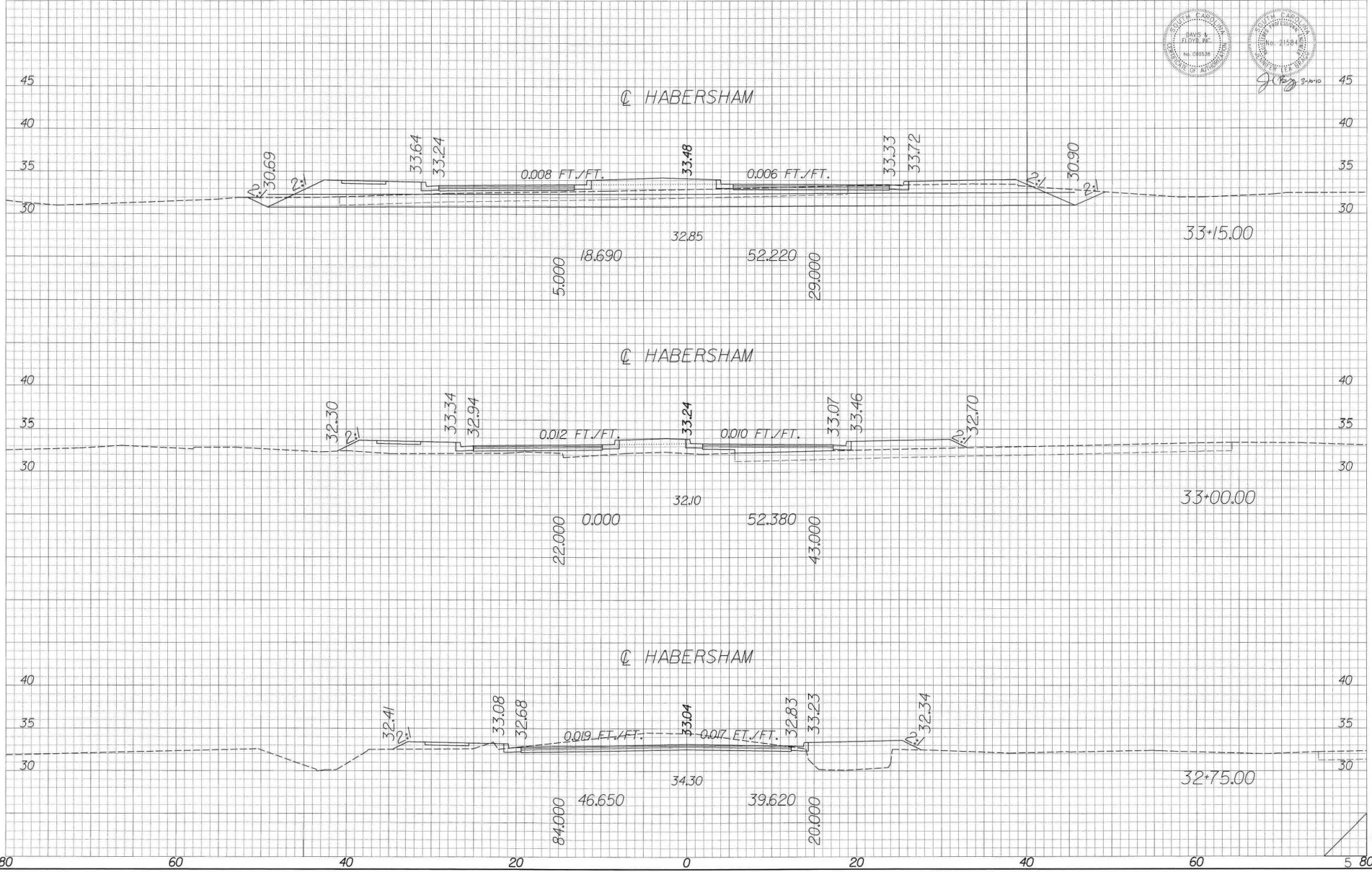
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FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	X13	

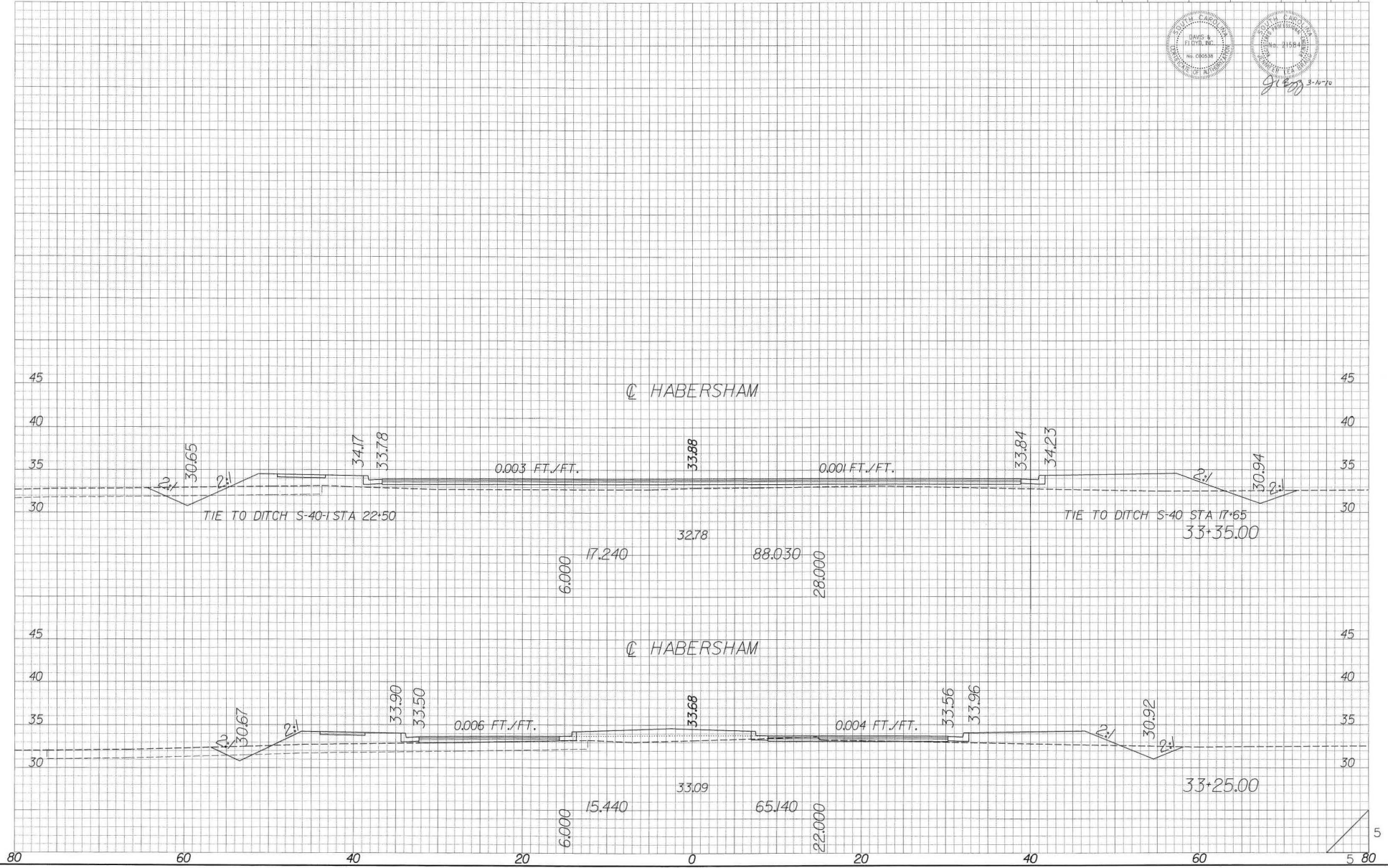




FED. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	6000	S-40	X14	



*J. Elvick* 3-11-70

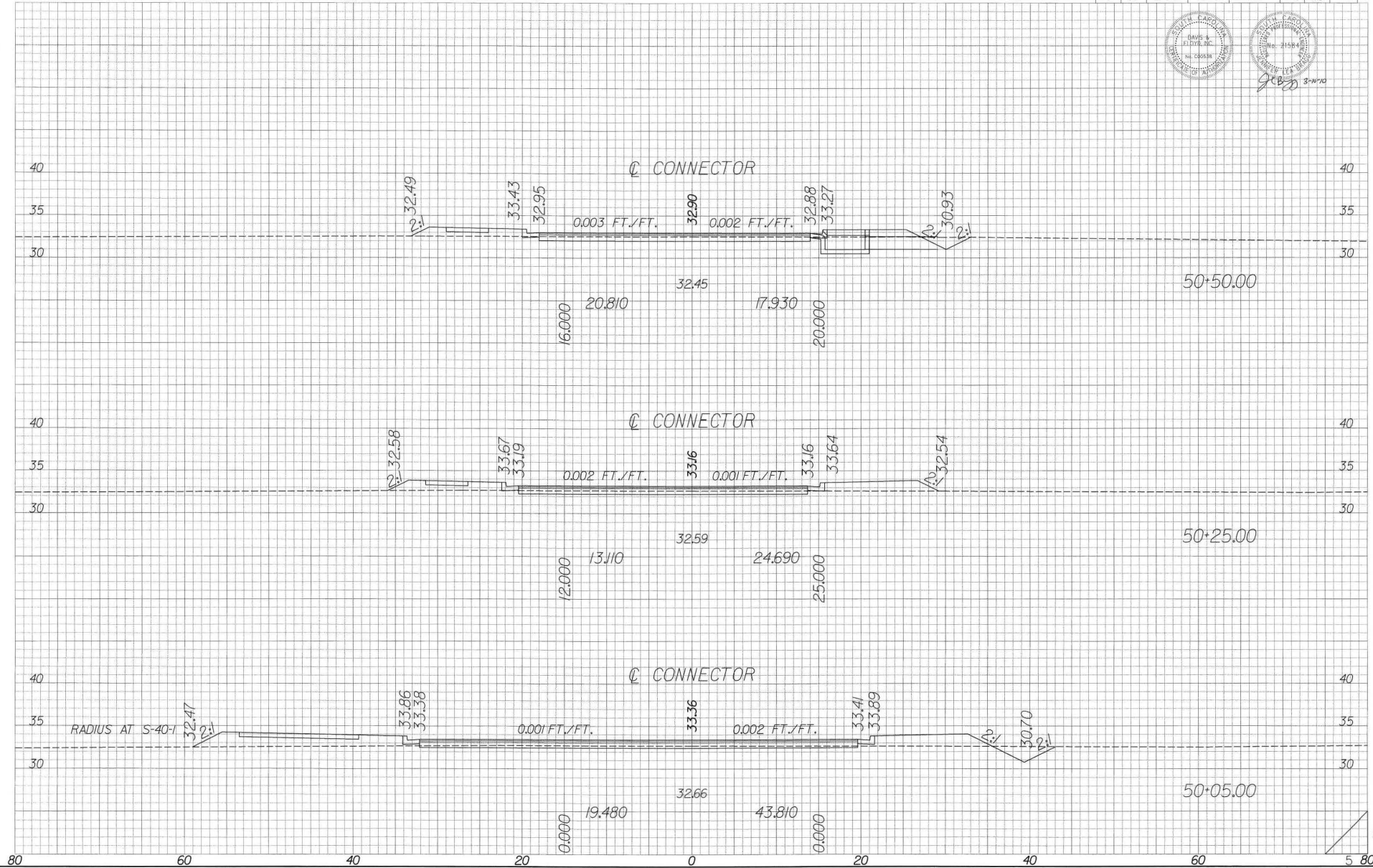


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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G.C. B... 8-11-12



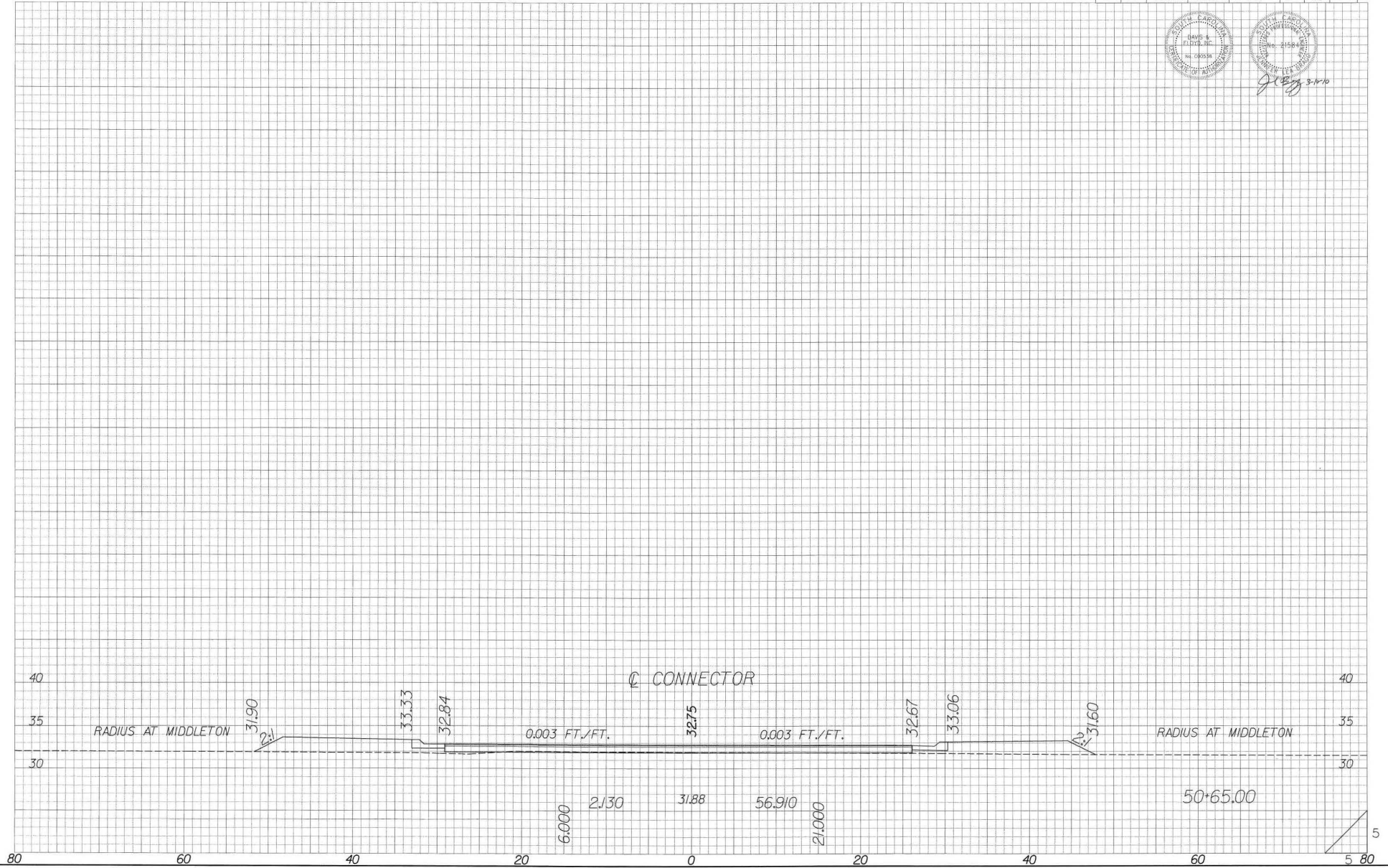
CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	X16	



*J. R. Egan* 3-11-10

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FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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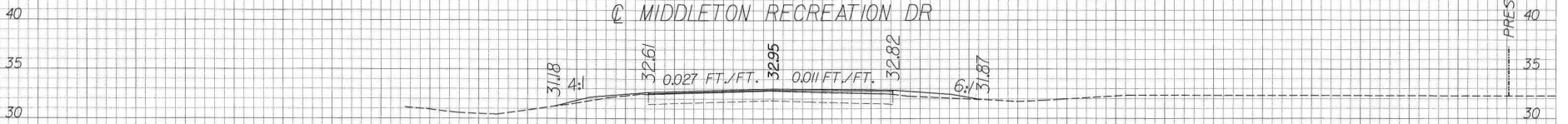


*[Signature]* 3-10-10

© MIDDLETON RECREATION DR



© MIDDLETON RECREATION DR



© MIDDLETON RECREATION DR



PRES. R/W

PRES. R/W

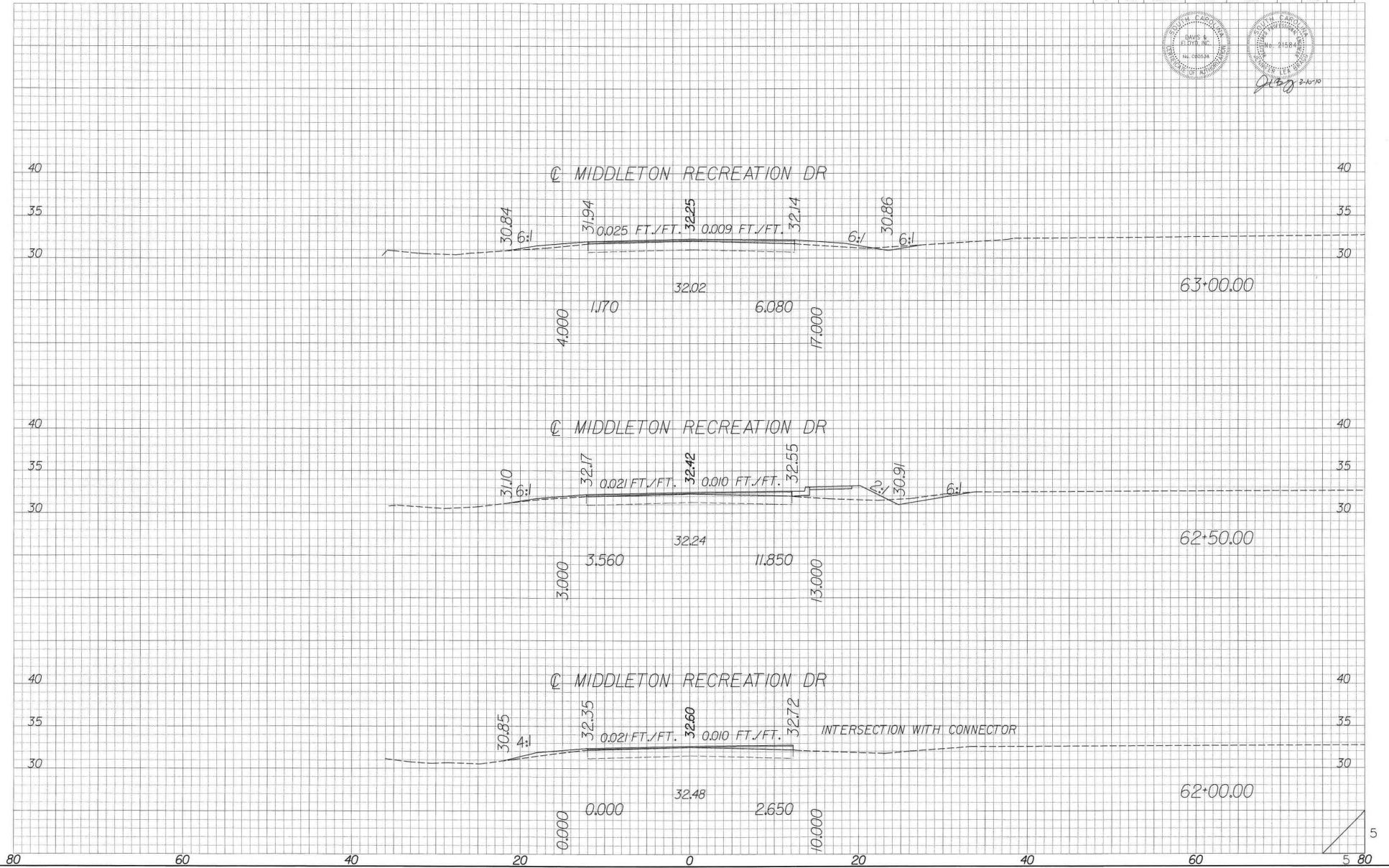
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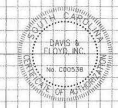
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*Travis E. Davis* 2-1-10

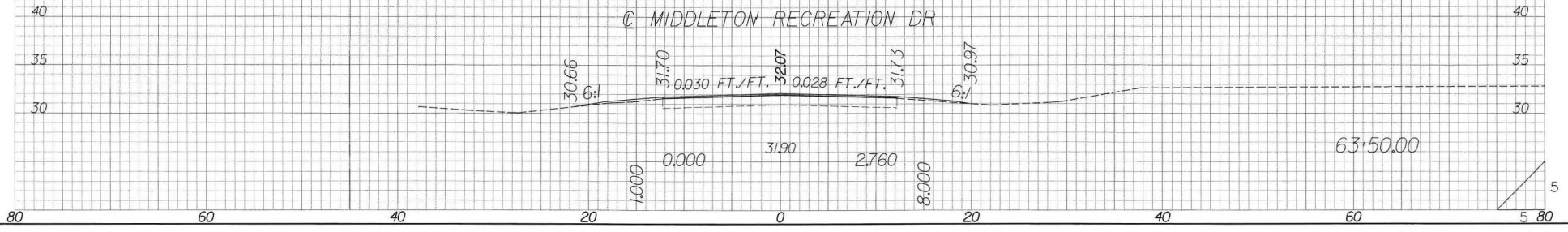


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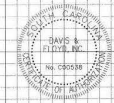


*J. Fildes* 3-14-20

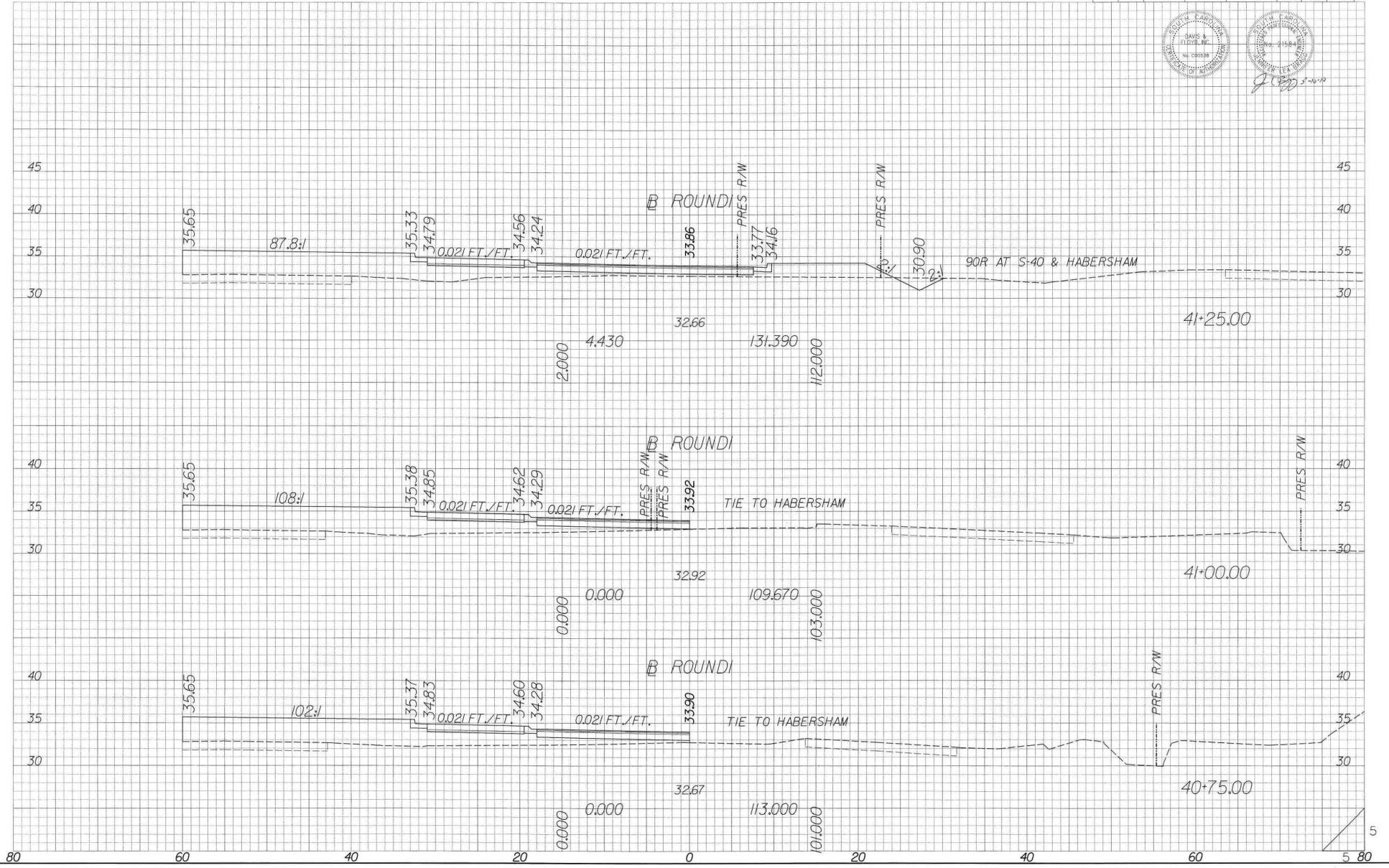
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*J. Floyd* 3-16-12



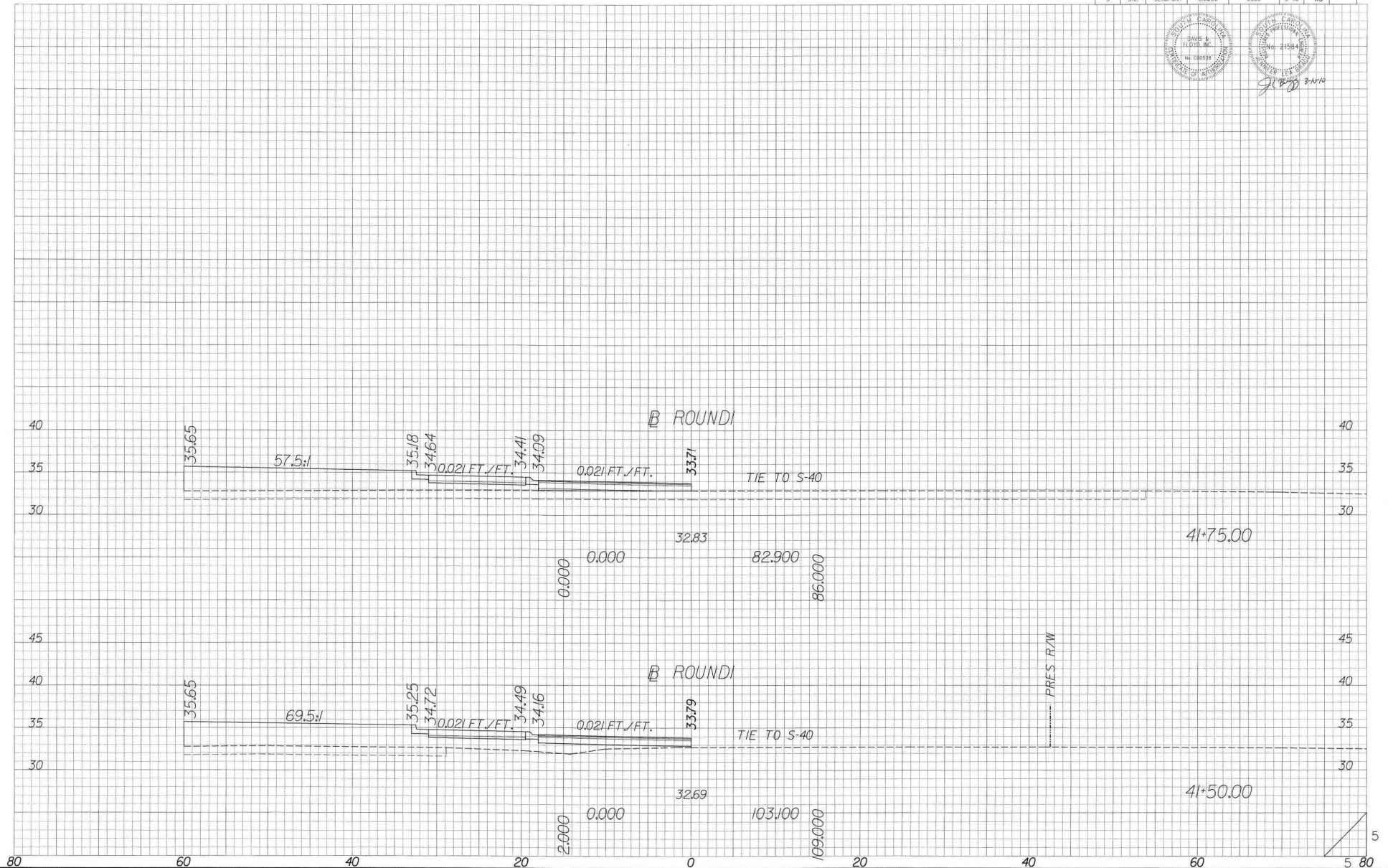
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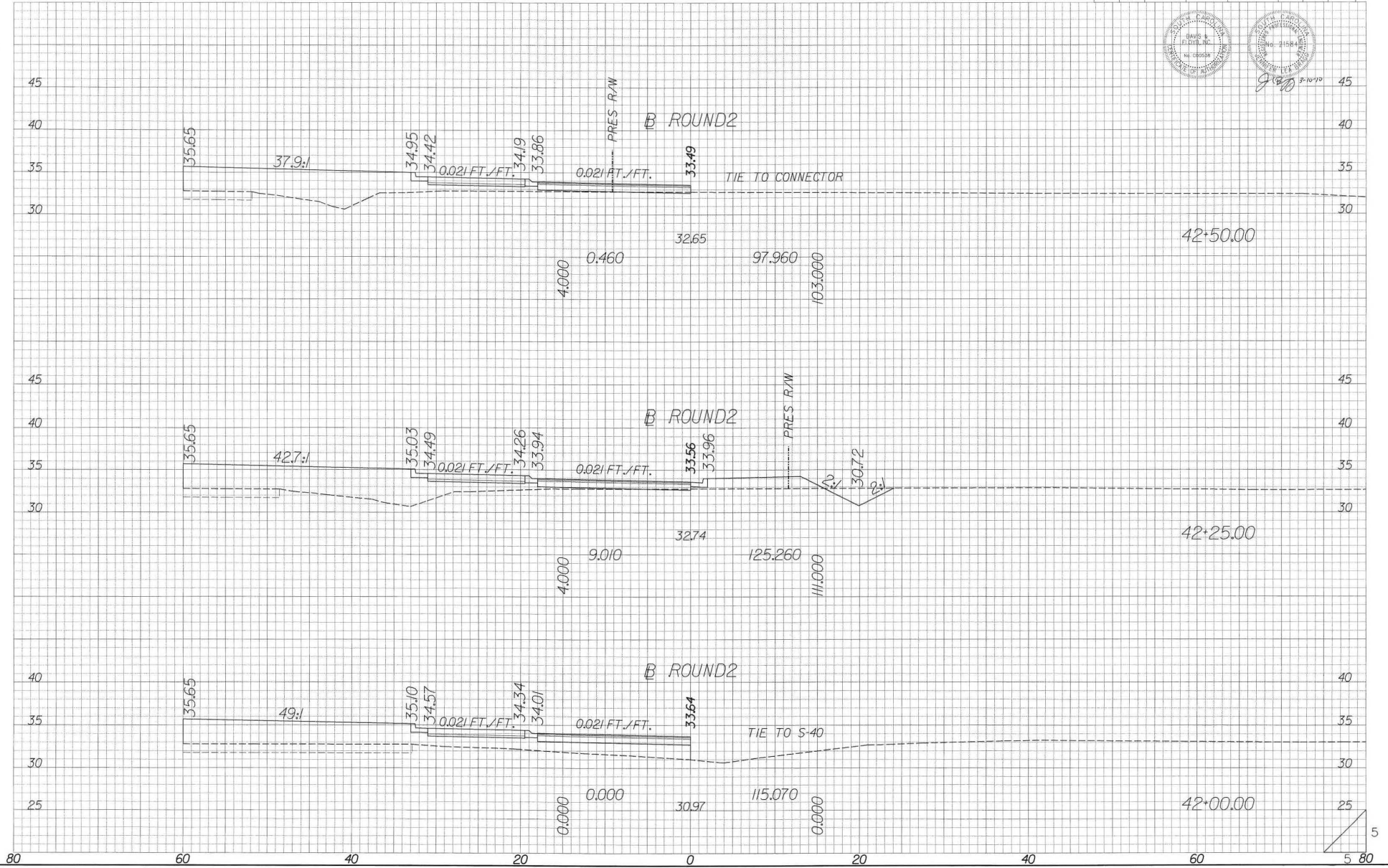
J. B. B. 3/1/10



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9/10/10 3-10-10

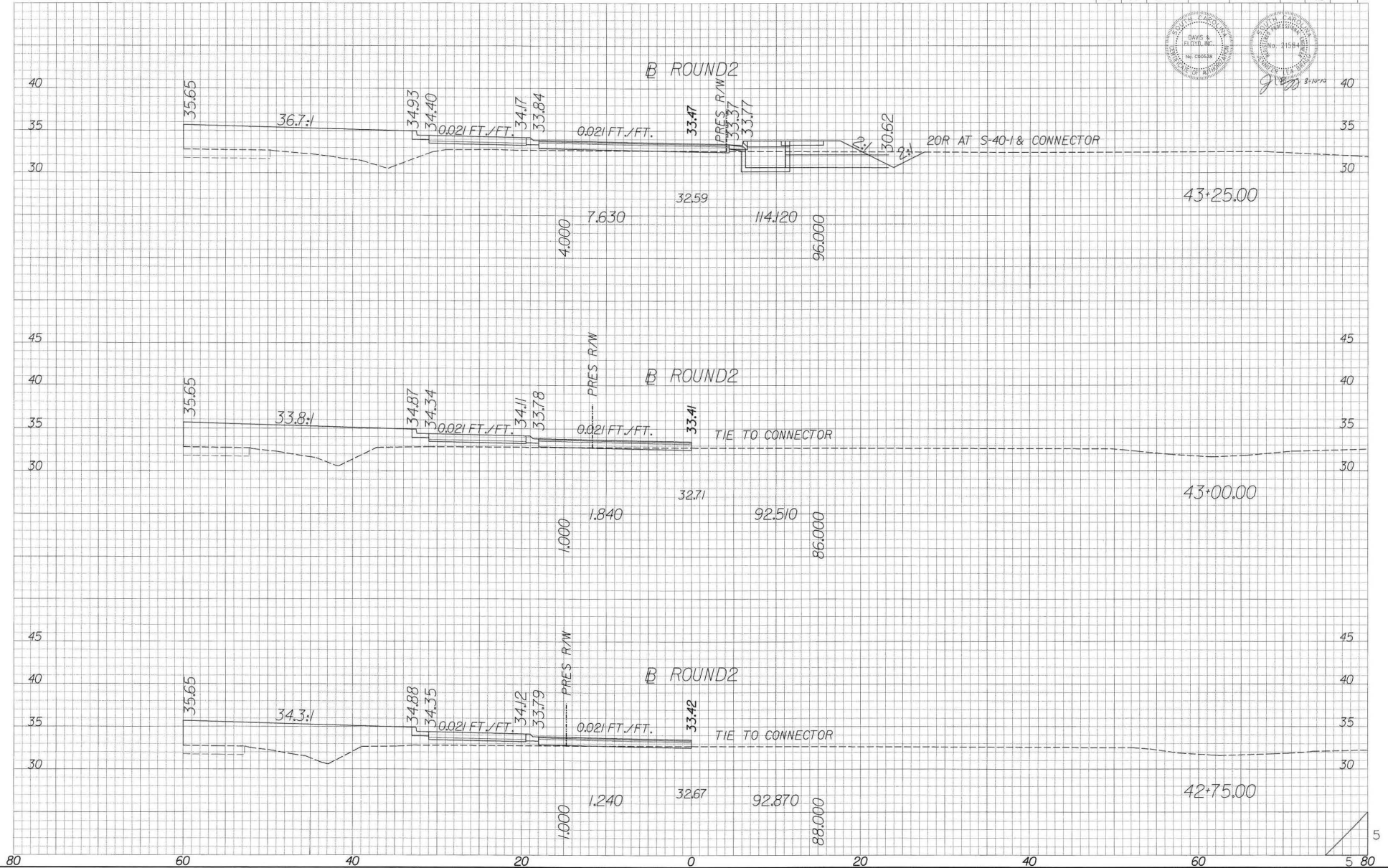




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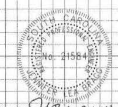


*J. E. ...* 8-10-04



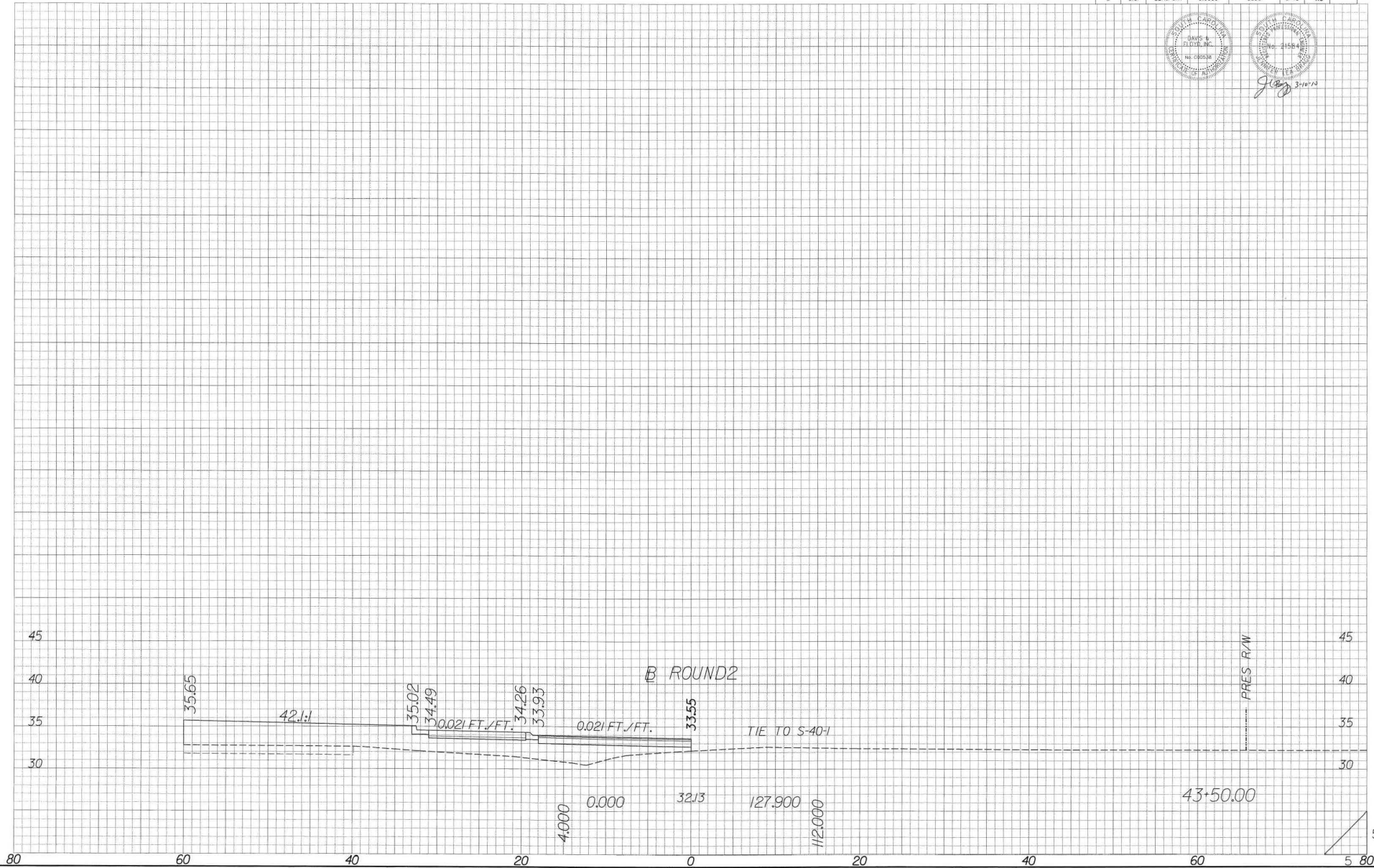
CONSTRUCTION PLANS

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*JGP* 3/10/20

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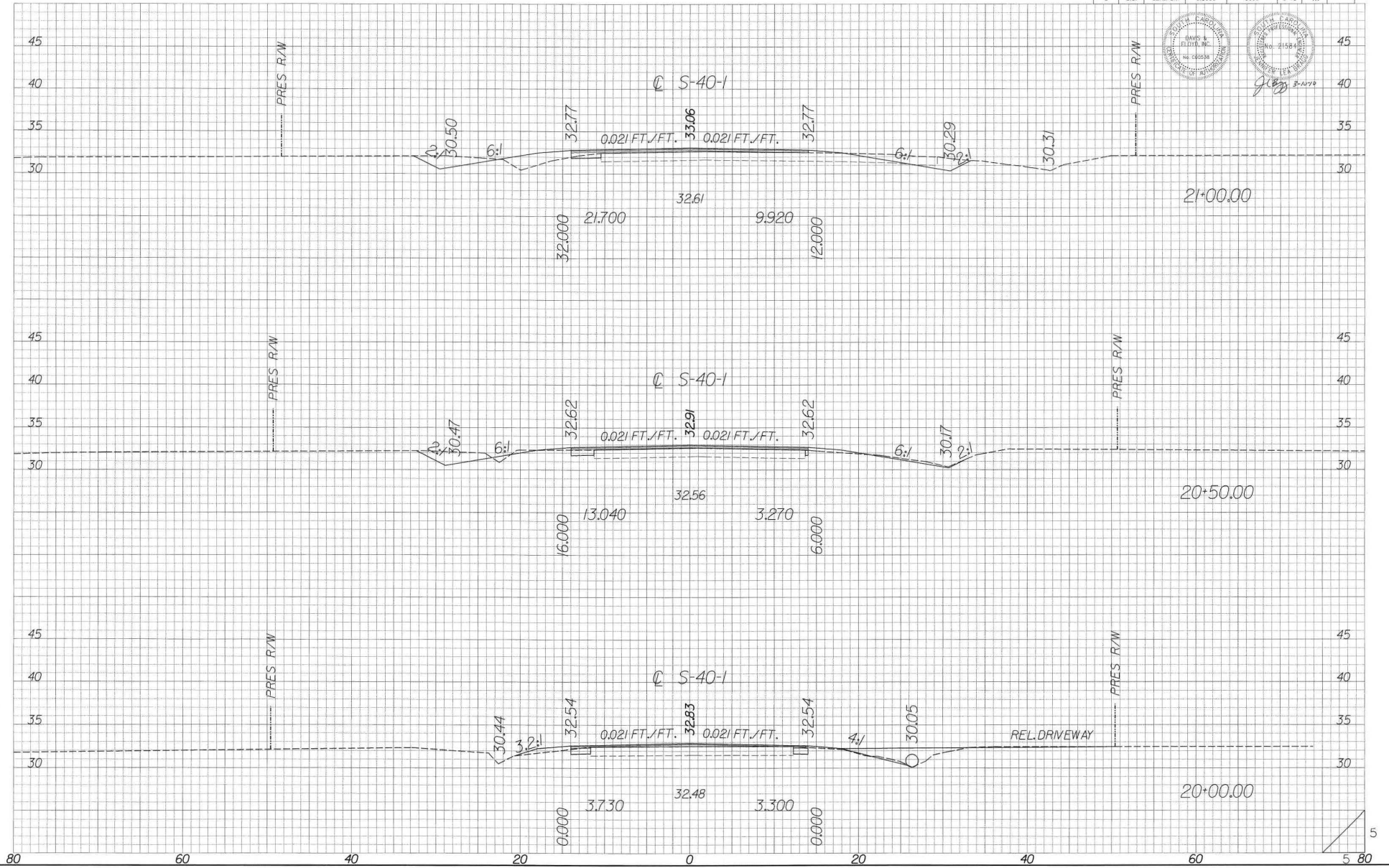


CONSTRUCTION PLANS

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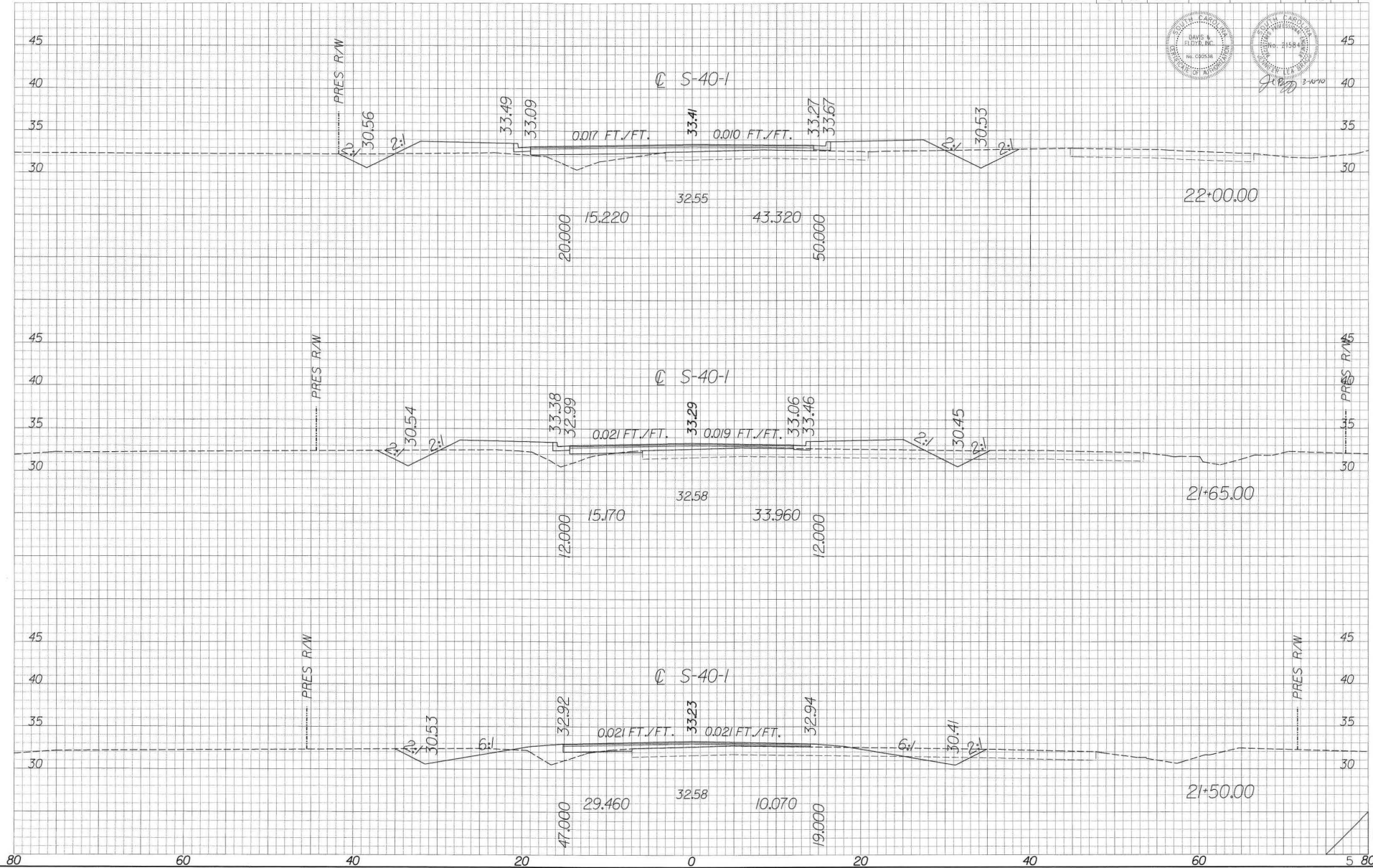
James R. Ely  
S-1179





CONSTRUCTION PLANS

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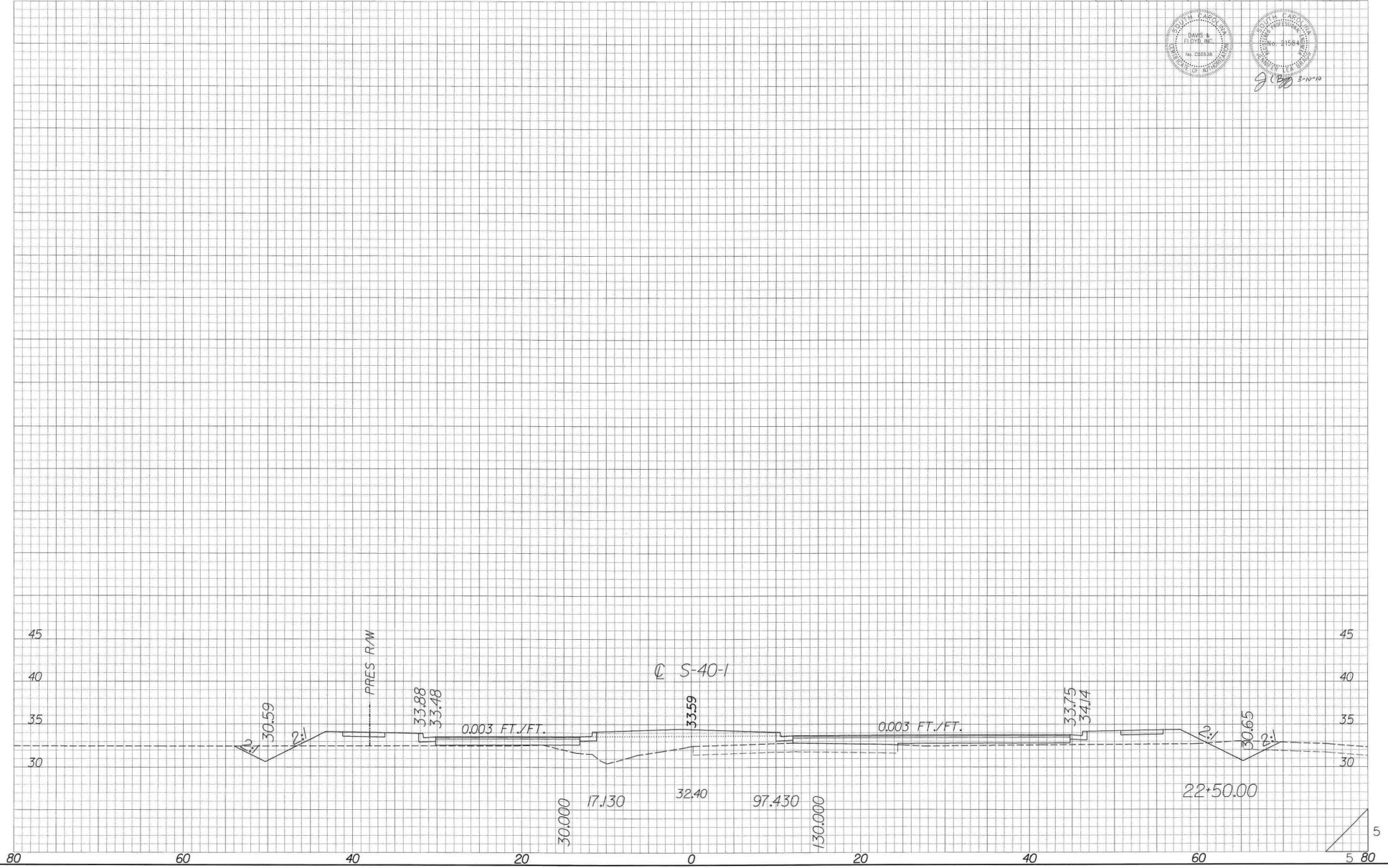


CONSTRUCTION PLANS

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3-10-10





**Exhibit E**

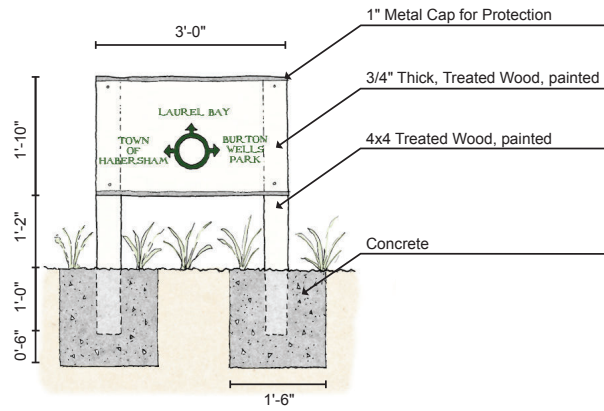
Cherokee Farms, Needles Road and Joe Frazier Road Improvements, Conceptual Plan



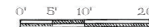
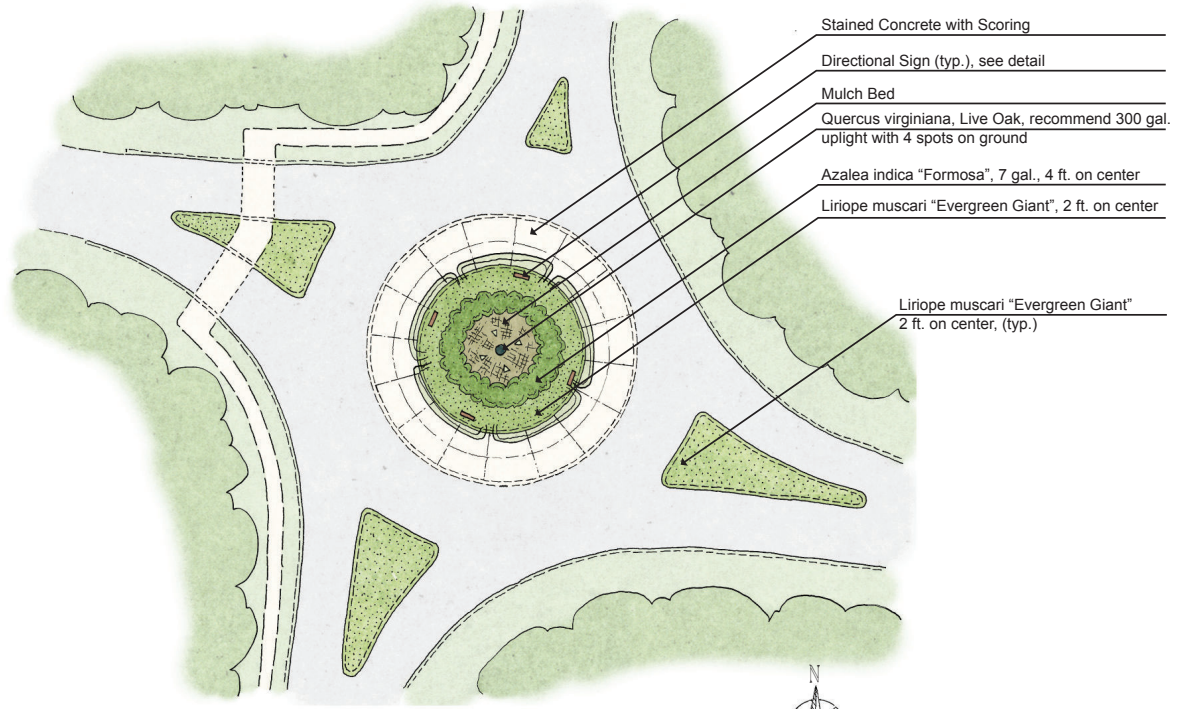
HABERSHAM & CHEROKEE FARMS  
Regional Context

**Exhibit F**

Joe Frazier Road Round-a-bout Landscape Plan



Sign Detail



JOE FRAZIER ROAD  
ROUND-A-BOUT  
LANDSCAPE PLAN

Landscape Plan

**Exhibit G**

Beaufort County Zoning and Development Standards Ordinances (“ZDSO”)



Wlodek Zaryczny  
Director of Library  
(May 10, 2004 to September 5, 2014)

Changes and achievements during this past decade include but are not limited to the following:

- A steady increase in the number of public computer workstations, as well as small awards of under \$1,000 to multi-million dollar grants between 2004 to 2014.
- In 2005, the number of Beaufort County Library (BCL) cost centers expanded from one to eight to increase accounting efficiencies, an Assistant Library Director position was added, and the Public Library Foundation of Beaufort County was formed
- Assisted in producing and developing standards for Library impact fees in 2006
- Increased County standard for library buildings from .6 sq. ft. per capita to 1.25 sq. ft. per capita in 2006
- Increased wages one to three pay grades for all exempt employees in 2007
- Served as President of South Carolina Association of Public Library Administrators from 2007 to 2008
- In the following year, BCL became a founding member of South Carolina Library Evergreen Network Delivery System (SCLENDS) and was the first library to go live in May 2009
- \$1.5M Community Development Block Grant for a new St. Helena Branch Library in 2009/2010
- In 2010, the Beaufort District Collection (BDC) relocated to a greatly expanded new space with one additional full-time staff

- United States Department of Agriculture Grant in the amount of \$2.5M, and \$6M loan in 2010
- Radio Frequency Identification (RFID) & Automated Materials Handling (AMH) technology was implemented throughout BCL during 2011-2013
- A new state of the art 23,500 sq. ft. St. Helena Branch Library was opened for business in 2012. In that same year, added BCL's first YA (Teen Librarian) and Computer Lab Specialist
- Helped author Standards for South Carolina Public Libraries, 2012 Revision
- Served as Executive Director of South Carolina Evergreen Library Network Delivery which expanded to 19 SC County libraries and the SC State Library with a collection of about 3.5 million items from 2012 to 2013
- In 2013, BCL became a model public library in South Carolina with the implementation of content development vis-à-vis "Production and Sound Labs" including 3D printing and other technologies. In that same year added e-books, downloadable audio books and "playaways" (digital audio books)
- IT system-wide upgrade (approved by the Library Board in January 2012) commenced implementation in 2014 which includes production lab services at the Bluffton Branch library
- iPads for BCL's youth department have been purchased and services are in the planning stages
- Author of "*How ROI Modeling Can Secure Funds for RFID Projects*" Strategic Library, June 2014 (A case study of RFID at BCL)

Submitted By  
Wlodek Zaryczny

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Wexford Village Lawsuit and County Corruption

Date Submitted: August 25, 2014

Submitted By: Joni Dimond

Venue: Council Meeting

Aug. 25, 2014  
Beaufort County  
Council

Having lived in Beaufort County for 29 years, I've earned the right to tell of the corruption here.

① When Weyford Plantation sued me for ~~Interference~~ with landscape maintenance workers, their local attorney Tom Taylor was also the chairman of the Beaufort County Council. This gave Taylor the opportunity to lie about Master-In-Equity, Kemmerlin's role in my case.

In the minutes of June 8, 1992 acting as Chairman of Beaufort County Council, Tom Taylor lied when he had said that Kemmerlin, had already been appointed a Special Judge for the Court of Common Pleds. What Kemmerlin needed for this, was an appointment by an Order of the Supreme Court Justice of South Carolina.

Kemmerlin didn't get this

Joni Dimond

August 25, 2014

Council Meeting



appointment until 6 months later.

At this June 8, 1992 meeting Taylor acted unethically when he made a substitute motion to give Kemmerlin a raise, plus fringe benefits and then voted for the motion.

Kemmerlin was only a Master-In-Equity without any authority to sit on my case as a pretend judge on Oct. 27 + 28, 1992.

At my first hearing Kemmerlin made the remark that I was crazy to my attorney, Robinson but only after I walked out of the room.

② Another act of corruption and extortion happened when the county said that Parcel 81 was someplace other than where it truly was. I bought this land at a tax sale in 1990.

This gave Bill Anderson of Town + Country Realty, a chance to steal the peninsula that was

a part of Parcel 81. This county should start to take me seriously and ask Bill Anderson when he bought the peninsula, how much he paid for the 5 acres, and who he bought it from. I have read that Anderson asked \$850,000 for the peninsula. He should also be asked how he was able to sell a portion of Parcel 81 for \$350,000 when I owned the acreage. The acreage that the county says I own was never taxed as it was designated Sinking Fund and exempt from taxes. So therefore I could never have bought this property as it never would have gone up for unpaid taxes. ③ A judge ordered me to spend 6 months at the Beaufort County Detention Center because I failed to show up at his office. Not only was this absurd I had to spend 6 months to the day in detention while everyone else only had to spend 85% of their time. I need this letter

4

to become part of your minutes  
as these episodes not only  
reek of corruption and extortion  
there is racketeering as well.

Jo Ann Diamond

copy to Sheriff Tanner

4753	St. Helena Magistrate	\$	29,434
4754	Sheldon Magistrate	\$	18,600
4755	Daufuskie Island Magistrate (\$18,027 to Council's Contingency)	\$	- 0 -
4756	Magistrate At-Large	\$	23,156
4760	Probate Court	\$	314,400
4770	Solicitor's Beaufort Office	\$	18,124

Council voted unanimously. The motion passed.

Master-In-Equity - 4070

It was moved by Mr. Atkinson, as Finance Committee Chairman (no second required), that Council approve \$108,226 for Master-In-Equity's FY 1992-93 operating budget.

Substitute motion: It was moved by Mr. Taylor, seconded by Mr. Moody, that Council approve \$115,226 (\$7,000 includes fringe benefits) for Master-In-Equity's FY 1992-93 operating budget.

Mr. Taylor remarked the proposed increase is to pay Judge Kemmerlin for additional work outside his Master-In-Equity work, e.g., handling the Non-Jury Roster and Motions Roster for Beaufort County Court of Common Pleas by way of an Order of the Supreme Court Justice of South Carolina.

Next, Mr. Taylor stated statistics show Beaufort County has the highest use of any Master-In-Equity Court in the State of South Carolina. In addition, Beaufort is one of four counties which actually "turns a profit". Proceeds from Judge Kemmerlin's Court are over \$110,000. In addition to the Master's work, Judge Kemmerlin has taken upon himself over the course of the last two years, without compensation, hearing all Motions in Beaufort County and all Non-Jury cases. Normally, these cases are heard by Circuit Court Judges. If Judge Kemmerlin did not hear the Non-Jury cases, effectively, the docket would be backed up even more. Judge Kemmerlin devotes approximately 12 hours/week and would like to be compensated (equates to approximately \$10/hour) for the additional work he is performing as a Special Judge for the Court of Common Pleas.

Mr. Atkinson cannot support granting a raise to one Judge when many Department Heads deserve a raise.

The vote was: FOR - Mrs. Gnann, Mr. Taylor, Mrs. Grace, Mr. Moody and Mr. Von Harten. OPPOSED - Mr. McBride, Mr. Atkinson and Mr. Kline. ABSTAINED - Mr. Fordham. The motion passed.

# The Supreme Court of South Carolina

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## O R D E R

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The Honorable Thomas Kemmerlin, Jr., is hereby appointed as a Special Circuit Court Judge for the Court of Common Pleas for Beaufort County to perform the following:

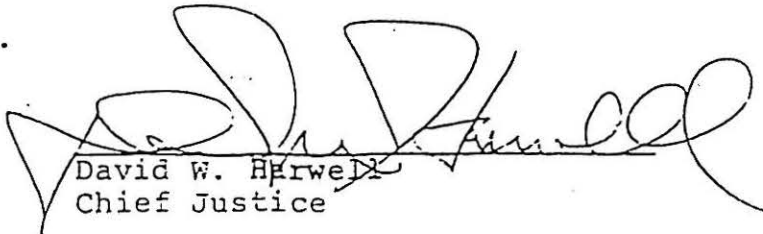
- (1) In jury matters from the date of filing, to hear any motion except motions for summary judgment, motions to add parties, motions in limine including evidentiary matters, scheduling orders, and motions under Rule 40(c)(3), SCRPC; and
- (2) In non-jury matters from the date of filing, to hear any motion and to perform all administrative duties necessary to prepare these cases for trial.

Further, the clerk of the circuit court, at the expiration of 120 days from the date of filing, will refer all non-jury cases to the Honorable Thomas Kemmerlin, Jr., as Master-in-Equity. These referrals shall be with finality and with direct appeal to the Supreme Court. At the time of reference, the circuit court clerk will bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kemmerlin may, in his discretion, remand any case referred to him back to circuit court for disposition by a circuit judge at a regularly scheduled term of non-jury court.

This order shall expire on January 3, 1994.

IT IS SO ORDERED.

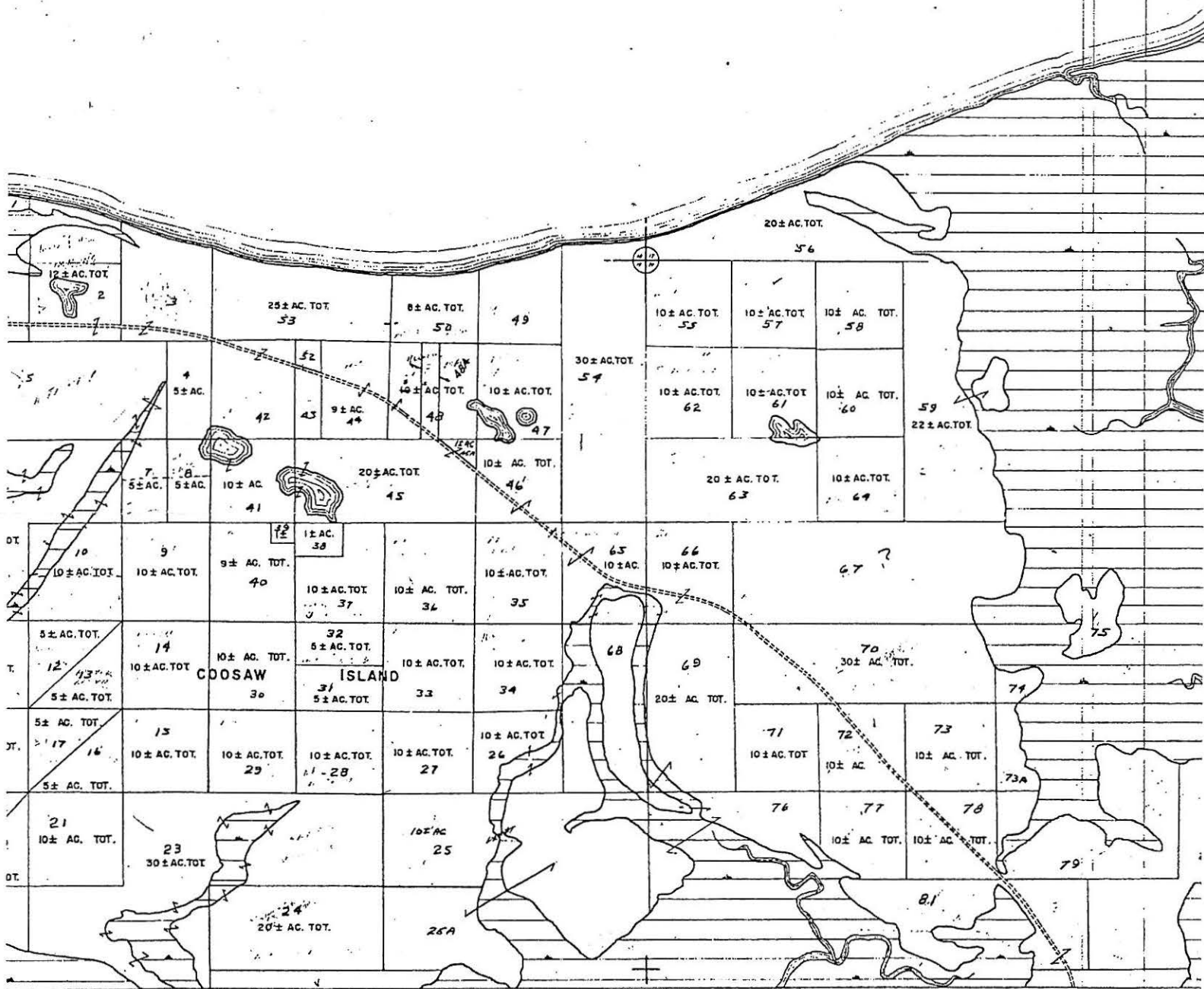
December 9, 1992  
Columbia, South Carolina

  
David W. Harwell  
Chief Justice



COOSAW

RIVER



See Sheet 12

UNNICUTT & ASSOCIATES  
 Mapping Division  
 100 W. ARNOLD, - ASSOCIATE  
 800 PEACHTREE ST., N.E.  
 ATLANTA 4, GEORGIA

BEAUFORT COUNTY, SOUTH  
 DATE: 1954





**The Prudential**

Beaufort Realty Co.

(803) 525-0028

210 Carteret Street

Beaufort, SC 29901



**Just Listed:**

**PARCEL 81 COOSAW RIVER DRIVE  
\$160,000**

**Just over 19 acres located on tidal creek.  
Easy access to the deep water of the Atlantic via the Morgan River.**

**PLEASE CONTACT  
Gloria Smalls  
803-525-0028 or 803-521-4415**

*If your property is currently listed with a real estate broker, please disregard this offer; it is not our intention to solicit the offerings of other real estate brokers. We cooperate with them fully.*

**Jo Ann Diamond  
OR CURRENT OCCUPANT  
61 Yorkshire Dr  
Hilton Head Island SC 29928-3368**





August 2004  
**TOWN & COUNTRY**  
 REAL ESTATE

**LOTS/ACREAGE**

**Jasper**

658 Ac. Hunting Tract	\$789,600
4Ac. Commercial Hwy 170 Okatie	\$750,000
4Ac. Commercial I.D. on Hwy 170	\$750,000
10 Ac-Lot 6 Bees Creek (u/c)	\$60,306
10 Ac-Bees Creek Rd. Parcel D (u/c)	\$58,596
11 Ac-Bees Creek Rd. Parcel E (u/c)	\$57,285
Lot 2 Gillisonville, 3.52 acres	\$17,600
Lot 5 Gillisonville 3.52 Ac. Hwy 75	\$12,320

**Beaufort**

Oceanview Sea Pines Lot at Coffin Pt.	\$269,000
Bluffton 5 acre Historic District	\$120,500
6.7 Ac. Okatie	\$134,000
1.50 Ac Marshview Lot Fripp Pt	\$129,000
5 Ac Tract, Chechessee Rd. (2 tract available)	\$99,500
5.82 Ac Old Sheldon Ch. Rd.	\$45,000

**Hampton**

177 Ac Hunting Tract	\$531,000
7.18 Ac. with single MH	\$69,000
Melody St. Varnville (Building Lot)	\$11,000

**Colleton**

Single wide/leased land on Ashpoo	\$35,000
3.2 Wooded Lot (Near Yemassee)	\$29,000
1.62 Ac. Wooded Lots off Hwy 21	\$19,000

Contact Ron Griner at (843) 812-4603

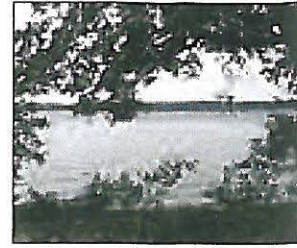


**WILLIAMS, SC** - 29 acres with absolute privacy. Partially wooded, deer and dove, great hunting 12 acre field. Located near Ruffin, SC. Offered at \$69,000. MLS#98580. Contact Bill Anderson at 843-521-6343 for more information.



**WHETSTONE CROSSING** - Augusta Hwy 61, prime deep water on Edisto river, 21.5 acres. Flowing well, 24x60 open shed with metal roof, septic tank in place. Offered at \$185,000. Contact Bill Anderson at 843-521-6343 for more information.

**CANE ISLAND RETREAT**  
 Exclusive Waterfront Community



- Lot 13 Bay Drive - \$315,000
- Lot 14 Bay Drive - \$295,000
- Lot 15 Bay Drive - \$295,000
- Lot 1 Cane Way - \$220,000
- Lot 5 Cane Way - \$245,000

Contact Cassy Denton for a private tour.  
 Town & Country Real Estate  
 271-0500

**WATERFRONT/MARSHFRONT/DEEPWATER**

**ISLANDS OF BEAUFORT - LOT 9 FIVE OAKS** - .51 acre lot with marshview. Community dock. Offered at \$155,000. Contact Judy Waters at 597-0096. MLS#97796.

**COOSAW ISLAND** - 21 acres on Tidal Creek. Existing dock, partially wooded. Offered at \$350,000. Contact Bill Anderson at 521-6343 for more details.

**COOSAW ISLAND** - 61 acres with marshview. Heavily wooded, interior. Offered at \$354,000.

**FROGMORE** - 13.85 acres with natural Black Gum pond, high land, mature trees, live oaks. Great for private estate. Offered at \$148,000. MLS#96897. Call Bill Anderson at 521-6343.

**VARNVILLE** - Mobile home lot 1/2 acre. Located on 511 Keans Neck Road. MLS#96726. Offered at \$9,900. Contact Ron Griner at 843-812-4603.

**LOBECO** - Nice country building lot, 75x200. Located on 511 Keans Neck Road. MLS#96726. Offered at \$8,000. Contact Maureen Corbin-Cooley at 812-5435.

**THIRD ST.** - 2 acres located in Hampton. Hwy

**ACREAGE & HOMESITES**

Call Jim Thomas at (843) 812-6610

**21.5 ACRES SEASIDE ROAD**  
 Diverse Acreage on St. Helena Island  
 Open fields, hardwoods, live oaks. Over 200 feet of frontage on Wards Creek, Harbor River Basin.

**TOWN & COUNTRY** and Judy Waters are  
 REAL ESTATE

*“Going the Extra Mile for You”!*



**2 Oyster Catcher**



2 bedroom, 2 full bath, 1540 sq ft home with library, living/dining room with vaulted ceilings, center kitchen, new hardwood floors, 2 1/2 car garage & privacy fence in upscale neighborhood. Reduced \$20,000.

**\$275,000**

**60 Coosaw River Drive**



This majestic 5.29 acre property on Tidal Creek has a fabulous view of Lucy Creek. Private peninsula that has panoramic views. Large oak trees, a wonderful orchard with fruit trees and blueberry bushes. A lovely guest cottage with metal roof and all permits in place for a 4 bedroom, 3 bath home. Dock and boat lift in place. A must see!

**\$850,000**

**26 Ponderosa Circle**



**WHAT A BUY!**

**Yemassee, SC**  
 Lovely, well maintained property: 1.49 with fantastic landscaping. This 3 bed 2 bath home is a rambling 2,000 sq ft kitchen with solid pine cabinets, living family room, or 4th bedroom. All brick New roof. Big screened porch. Living 20 minutes to MCAS Beaufort.

**\$255,000**



Topic: Proposal for Finance Committee Regarding  
Millage Value and Rate

Date Submitted: August 25, 2014

Submitted By: Bill Evans

Venue: Council Meeting



## **Subject: Proposal for Fin/Ops Committee regarding Millage Value and Rate**

My concern is simple; the development of the rate to set for the mil in order to fund our budget has been inconsistent in the past. This last year is a good example of how the rate was set without full consideration or knowledge of the factors that impact only the school district's collections. The proposal has several parts:

1. Staff (Assessor, Auditor, Treasurer, etc.), compute the value of the mil for all government entities and make that value known.
2. Working with staff at the County, the District financial staff identifies the rate needed to fund the approved revenue portion of the budget as established by the County Council.
3. The School Board develops and implements a new fund balance policy that states that our fund balance will fall between 13% and 15% with a median expectation of 14%.
4. The County Council adopts a policy that automatically replenishes the District fund balance back to 14% if it ever falls below 13%; the District agrees that if the fund balance ever exceeds 15% we will automatically spend the fund balance down to the 14% level.
5. The agreement between the Council and the District ensures that this will take place automatically, and that any increase required is automatic and independent of any other budget requests.

Implementing such an agreement, ensures that both the Council and the District are protected against any events such as 6%-4% movement, appeals, reassessments, etc. This proposal also provides stability, becomes a plus as we work with bonding agents as they can see great stability in our fund balance. It also means that the mil value and rate are set in June with the approval of the budget and any events will automatically be addressed with the next budget, with the fund balance either being spent down or funded so that it remains at the 14% level.

**Bill Evans**

**August 25, 2014**

**Council Meeting**

Topic: School District 2015 Appropriation  
Date Submitted: August 25, 2014  
Submitted By: Stu Rodman  
Venue: Council Meeting

**BCSD '15 Appropriation**

(M's - \$) 6/23/14	'12 <u>Act</u>	'13 <u>Act</u>	'14 <u>Est</u>	Inc / (Dec)	'15 <u>Budget</u>	<u>'15 Mill Options</u>	
						<u>+4.2 Mills</u>	<u>+6.0 Mills</u>
<u>Mill Value</u>			1.13		1.13	1.15	
<u>Collections</u>						97%	
<u>Mills</u>			97.5		101.7 4.3%	101.7 4.3%	103.5 6.2%
<u>Revenues:</u>							
Ad Valorem			110.2	4.7	114.9	112.9	114.9
All Other			<u>69.6</u>	<u>5.3</u>	<u>74.9</u>		
			179.7	10.0	189.8		
<u>Expenditures:</u>							
State Mandates				4.0			
Enrollment Growth				3.2			
Transportation				1.2			
Non-Certified				0.7			
Lost Special Revenue				0.7			
Operational				0.6			
All Other				(0.4)			
BoE Identified Cuts				<u>(2.3)</u>			
			181.9	7.7	189.6 4.2%		
<u>Net:</u>	1.6	2.4	(2.2)		0.2	(1.8)	0.2
<u>Ending Fund Balance:</u>	28.1 15.8%	30.5 16.8%	28.3 14.9%		28.5 14.3%	26.5 13.3%	28.5 14.3%
					14.0%		

Stu Rodman

August 25, 2014

Council Meeting

Topic: School District General Fund Summary

Date Submitted: August 25, 2014

Submitted By: Stu Rodman

Venue: Council Meeting

**BCSD General Fund Summary (M's - \$)**

5/27/14

	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14
	Act	Act	Act	Act	Act	Act	Act	Act	Act	Act	Est
135 Day Enrollment	17.9	18.4	18.7	19.2	19.2	19.1	19.0	19.3	19.3	19.5	19.7
									10 Year Increase		1.8
											10%
Expenditures (Excls Charter)	121.4	127.3	133.3	149.6	156.5	164.7	168.8	172.9	170.6	173.1	177.4
									10 Year Increase		56.0
											46%
									Enrollment		-10%
									Cost		36%
									Cost Increase / Yr		3.6%
Excess/(Shortfall)	0.4	3.0	1.7	(0.4)	11.9	7.4	(1.2)	(4.9)	1.6	2.4	(2.2)
									Ave Increase / Yr		1.8
Ending Fund Bal	9.0	12.0	13.7	13.3	25.2	32.6	32.4	26.5	28.1	30.5	28.3
									Ave Increase / Yr		1.9
Fund Balance %	7%	9%	9%	7%	15%	19%	18%	15%	16%	17%	15%
									10 Year Increase		8%

Stu Rodman

August 25, 2014

Council Meeting