

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
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D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

\_\_\_\_\_  
RICK CAPORALE  
MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
YORK GLOVER, SR.  
ALICE G. HOWARD  
STEWART H. RODMAN  
ROBERTS "TABOR" VAUX

THOMAS J. KEAVENY, II  
INTERIM COUNTY ADMINISTRATOR  
COUNTY ATTORNEY

\_\_\_\_\_  
CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION  
Monday, November 5, 2018  
6:00 p.m.  
Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR SESSION
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Councilman Michael Covert
5. MOMENT OF SILENCE IN REMEMBRANCE OF JEAN VON HARTEN
6. PROCLAMATIONS
  - A. Penn Center Heritage Days Celebration Week ([backup](#))
7. RECOGNITIONS
  - A. Ray McBride, Library Director, Induction into the South Carolina Library Association Hall of Fame ([backup](#))
  - B. Beaufort County Cleanup Day ([backup](#))
  - C. Adopt-A-Highway Groups ([backup](#))
    1. Keep Stuart Point Beautiful
    2. Beaufort Memorial Hospital
8. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes
    1. October 8, 2018 Caucus ([backup](#))
    2. October 8, 2018 Regular Session ([backup](#))
    3. October 15, 2018 Special Session ([backup](#))



- B. Committee Reports (next meeting)
    - 1. Community Services (November 13, 2018 at 4:00 p.m., ECR)
      - a. Minutes – October 8, 2018 ([backup](#))
    - 2. Executive (Tuesday, November 13, 2018 at 3:00 p.m., ECR)
    - 3. Finance (December 3, 2018 at 2:00 p.m., ECR)
      - a. Minutes – October 8, 2018 ([backup](#))
    - 4. Governmental (December 3, 2018 at 4:00 p.m., ECR)
    - 5. Natural Resources (November 19, 2018 at 2:00 p.m., ECR)
      - a. Minutes – October 15, 2018 ([backup](#))
    - 6. Public Facilities (November 26, 2018 at 3:00 p.m., ECR)
  - C. Boards and Commissions ([backup](#))
9. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting
10. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM NOVEMBER 5, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION
- A. AN ORDINANCE AUTHORIZING SHELDON FIRE DISTRICT TO BORROW FUNDS FROM A QUALIFIED LENDING INSTITUTION IN AN AMOUNT NOT TO EXCEED \$981,000 FOR THE RENOVATION AND EXPANSION OF THE FIRE STATION ([backup](#))
    - 1. Consideration of first reading, **By Title Only**, on November 5, 2018
    - 2. Finance Committee discussion to occur on November 5, 2018, beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  - B. TEXT AMENDMENT TO THE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 18 ARTICLE III, BUSINESS AND PROFESSIONAL LICENSES, SECTION 54 (A), DEDUCTIONS AND EXEMPTIONS, BY DELETING A PORTION OF THE CURRENT ORDINANCE TEXT ([backup](#))
    - 1. Consideration of first reading on November 5, 2018
    - 2. Finance Committee discussion to occur on November 5, 2018, beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
11. CONSENT AGENDA
- A. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
    - 1. Consideration of second reading on November 5, 2018
    - 2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
    - 3. First reading approved on October 22, 2018 / Vote 9:0
    - 4. Public Facilities Committee discussed and recommended on October 22, 2018 / Vote 7:0

- B. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA (HARGRAY COMMUNICATIONS GROUP, INC.) ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Public Facilities Committee discussed and recommended on October 22, 2018 / Vote 7:0
- C. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 10 PRITCHER POINT ROAD, SOUTH CAROLINA (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Public Facilities Committee discussed and recommended on October 22, 2018 / Vote 7:0
- D. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A BILL OF SALE GRANTING OWNERSHIP OF CERTAIN INFRASTRUCTURE MATERIALS TO BEAUFORT JASPER WATER AND SEWER AUTHORITY RELATED TO THE ANIMAL SHELTER PROJECT (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Public Facilities Committee discussed and recommended on October 22, 2018 / Vote 7:0
- E. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE) ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Public Facilities Committee discussed and recommended on October 22, 2018 / Vote 7:0

- F. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 8:0:1
  4. Resolution 2018/14 adopted on September 24, 2018 / Vote 10:0:1
  5. Council approved Interim Administrator authorization for the conveyance of title on August 27, 2018 / Vote 10:0:1
  6. Public Facilities Committee discussed and recommended conveyance of title on August 27, 2018 / Vote 6:0:1
- G. AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES, PEPPER HALL PLANTATION ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approved on October 22, 2018 / Vote 7:2
  4. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 5:0:1
- H. AN ORDINANCE AUTHORIZING A PASSIVE PARK ORDINANCE / CHAPTER 91 – PASSIVE PARKS ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 6:0
- I. AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS R600 039 00C 153A 0000 (OYSTER STREET) ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 22, 2018 / Vote 9:0
  4. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 6:0

- J. A SUPPLEMENTAL ORDINANCE ESTABLISHING A TIMELINE FOR FUNDS TO BE PROVIDED FROM BEAUFORT COUNTY TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR THE FINANCING AND CONSTRUCTION OF THE LOWCOUNTRY CULINARY INSTITUTE AND TOURISM CENTER ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, occurred on September 24, 2018 / Vote 11:0
  4. Finance Committee discussed and recommended on September 24, 2018 / Vote 7:0
- K. AN ORDINANCE ESTABLISHING WRITTEN FINANCIAL POLICY GUIDELINES FOR BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approved on October 22, 2018 / Vote 9:0
  4. Finance Committee discussed and recommended on October 22, 2018 / Vote 7:0
- L. AN ORDINANCE TO APPROPRIATE AN ADDITIONAL \$457,447.00 OF 2017 GENERAL OBLIGATION BONDS TO PROVIDE MATCHING FUNDS WITH BEAUFORT-JASPER WATER & SEWER AUTHORITY AND LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR THE BONAIRE ESTATES SEWER IMPROVEMENTS PROJECT ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approved on October 22, 2018 / Vote 9:0
  4. Finance Committee discussed and recommended on October 22, 2018 / Vote 7:0
- M. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$179,500.00 FOR ADDITIONAL PERSONNEL IN THE SOLICITOR'S OFFICE ([backup](#))
1. Consideration of second reading on November 5, 2018
  2. Public hearing – Monday, December 10, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approved on October 22, 2018 / Vote 9:0
  4. Finance Committee discussed and recommended on October 22, 2018 / Vote 7:0

- N. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND TO ALLOW MUNICIPAL ORDINANCE VIOLATIONS TO BE HEARD IN THE BEAUFORT COUNTY MAGISTRATE COURT ([backup](#))
1. Consideration of adoption on November 5, 2018
  2. Governmental Committee discussed and recommended consideration on October 1, 2018 / Vote 4:0

- O. CONTRACT AWARD / INCREASED DESIGN BUDGET FOR BREWER MEMORIAL PARK STORMWATER DEMONSTRATION PROJECT, PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION ([backup](#))
1. Vendor: Edward Wards Engineering, Bluffton, South Carolina
  2. Amount: \$27,800 / To bring the total contract award to \$117,800
  3. Funding: Brewer Memorial Park Account 50260017, Sawmill Creek Overtopping Account 50260023, Salt Creek South M1Account 50260020, Shanklin Road M2 Account 50260021
  4. Natural Resources Committee discussed and recommended contract on October 15, 2018  
Vote 4:1:1
  5. Council approved contract award on August 28, 2017 / Vote 10:0
  6. Natural Resources Committee discussed and recommended contract award of \$90,000 on August 22, 2017 / Vote 5:0

12. PUBLIC HEARINGS – 6:30 P.M.

- A. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR A SUPPLEMENTAL EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$10,000 TO FUND THE HIRING OF INDEPENDENT LEGAL COUNSEL FOR THE PURPOSE OF INVESTIGATING CERTAIN MATTERS AS STATED IN RESOLUTION 2018/19 ([backup](#))
1. Consideration of third and final reading on November 5, 2018
  2. Second reading approved on October 22, 2018 / Vote: 6:3
  3. First reading approved, by title only, on October 8, 2018 / Vote 5:4:1
  4. Finance Committee discussed and recommended legal review of the agreement on September 24, 2018 / Vote 4:3:1
- B. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY'S HILL BOAT LANDING ([backup](#))
1. Consideration of third and final reading on November 5, 2018
  2. Second reading approved on October 22, 2018 / Vote: 9:0
  3. First reading approved on October 8, 2018 / Vote 10:0
  4. Community Services Committee discussion on October 8, 2018 / Vote 5:0

- C. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$350,000.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO THE TOWN OF BLUFFTON FOR IMPROVEMENTS TO THE WRIGHT FAMILY PARK ([backup](#))
  - 1. Consideration of third and final reading on November 5, 2018
  - 2. Second reading approved on October 22, 2018 / Vote: 9:0
  - 3. First reading approved, by title only, on October 8, 2018 / Vote 10:0
  - 4. Council approved funding of \$350,000 from the Local 3% Accommodations Tax Fund on September 24, 2018 / Vote 11:0
  - 5. Finance Committee discussed and recommended funding of \$350,000 from the Local 3% Accommodations Tax Fund on September 24, 2018 / Vote 8:0
  
- D. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 38 – ENVIRONMENT, SECTION 38-32 CLARIFYING THAT UNSIGHTLY MAINTENANCE OF PROPERTY IS PROHIBITED ([backup](#))
  - 1. Consideration of third and final reading on November 5, 2018
  - 2. Second reading approved on October 22, 2018 / Vote 9:0
  - 3. First reading approved on October 8, 2018 / Vote 10:0
  - 4. Governmental Committee discussed and recommended first reading on October 1, 2018  
Vote 4:0

13. MATTERS ARISING OUT OF EXECUTIVE SESSION

14. PUBLIC COMMENT – Speaker sign-up encouraged

15. ADJOURNMENT

# Proclamation

**Whereas**, the idea of a Penn Center Heritage Days Celebration was born in August of 1981 because many individuals and institutions of Beaufort County's Sea Islands have been touched by the activities of Penn School, now Penn Center, and because Penn Center has been instrumental in preserving and strengthening the Sea Island culture; and

**Whereas**, Penn Center Heritage Days has become a significant event, drawing more than 12,000 visitors; and

**Whereas**, Penn Center Heritage Days Celebration is an effort to expose the public to Penn School, Sea Islands' history and culture, and various African traditions that continue today; and

**Whereas**, Penn Center Heritage Days Celebration has grown from a one-day event to three days of festive songs, food, performances and exhibits; and

**Whereas**, in 1983, the Heritage Parade from St. Helena Elementary School to the Penn Center Historic Landmark District was established.

**NOW, THEREFORE**, Beaufort County Council proclaims November 4 through November 10, 2018 as

**"Penn Center 36<sup>th</sup> Heritage Days Celebration Week"**

Dated this 5<sup>th</sup> day of November, 2018.



A handwritten signature in blue ink, reading "D. Paul Sommerville".

D. Paul Sommerville, Chairman  
Beaufort County Council



# Memorandum

To: Beaufort County Council  
Date: November 5, 2018  
Re: Recognition of Library Director, Ray McBride

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Library Director, Ray McBride was recently honored as the first recipient of the SC Library Association's Hall of Fame Award. This award is given to recognize significant career accomplishments and contributions to the development of library and information services in South Carolina, as well as leadership and service contributing to the advancement of the goals and objectives of the South Carolina Library Association.

Mr. McBride has dedicated 20 years of service as a professional librarian:

- Three years as the Systems Administrator in Darlington County Library System
- Seven years as Director of Operations and Technology for the 12 libraries in Greenville County Library System
- Six years as the Director of Libraries in the Florence County Library System
- Three and one half years as Director of the Beaufort County Library System

In his spare time, Mr. McBride served as the:

- President of the Public Library Section of the SC Library Association
- President of the SC LENDS Consortium (21 County Library Systems)
- SCAC County Government & Intergovernmental Relations Steering Committee, 2009-2012 and 2015-2017
- President SC Association of Public Library Administrators, 2009-2010

Mr. McBride's other honors include:

- 2009 SCLA Librarian of the Year Award
- 2016 Outstanding Individual Award from the Friends of the South Carolina Libraries

# Memorandum

To: Beaufort County Council  
Date: November 5, 2018  
Re: Beaufort County Clean Up Day

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To kick off the start of the single use plastic bag ban, the County hosted a Beaufort County Cleanup Day Event on November 1<sup>st</sup>. The response from the community was amazing. SCDOT, Palmetto Pride, all of our municipalities, Adopt-A-Highway volunteer groups, private businesses, as well as many others participated in this countywide event. Hundreds of volunteers participated, all working to show WE CARE about Beaufort County.

There was a presence in all areas of the county. Walmart provided beverages and snacks as well as space its parking lots to use as staging areas in Lady's Island, Beaufort and Bluffton. Firehouse Subs provided lunch for all volunteers. We are most grateful to them and other sponsors who graciously provided supplies or monetary support.

Many thanks to the Public Works Director, Dave Wilhelm and his team, for coordinating this highly successful event.

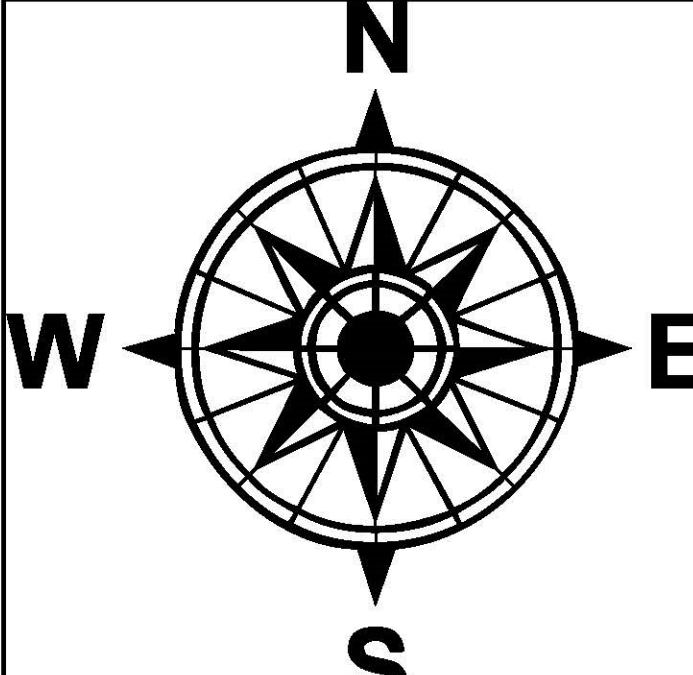
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# Beaufort County

## Fall County Clean-Up Day November 1st, 2018

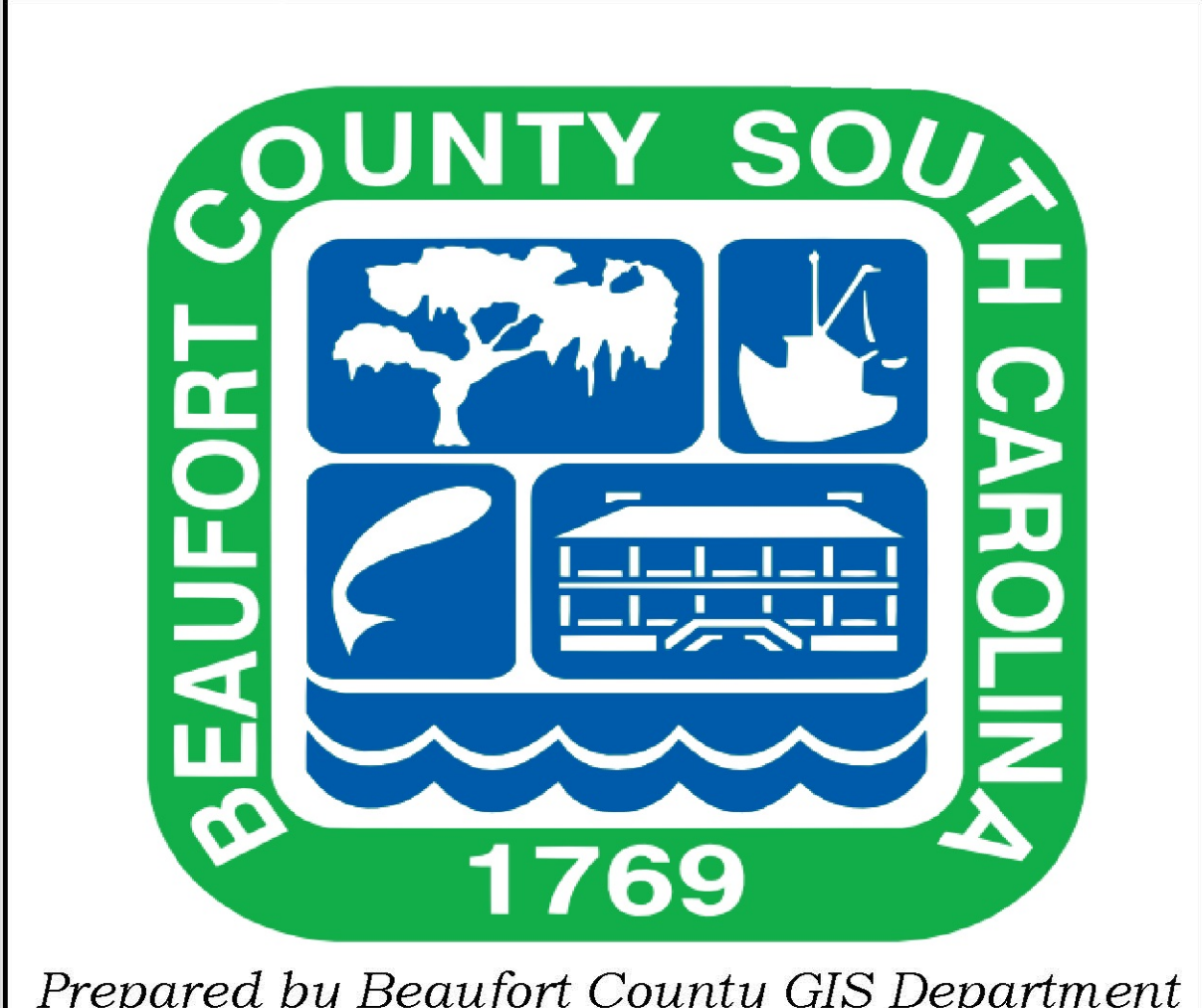
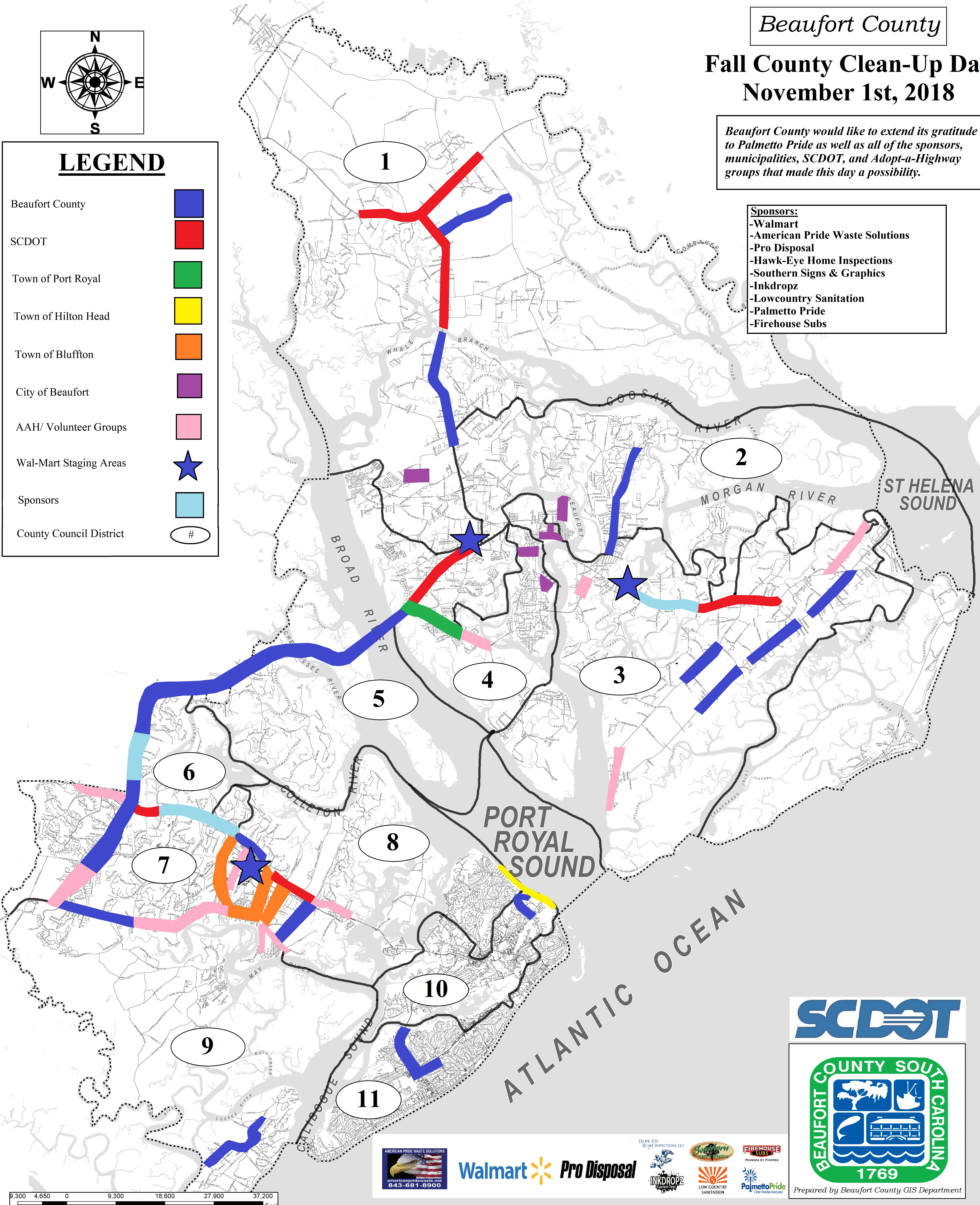
Beaufort County would like to extend its gratitude to Palmetto Pride as well as all of the sponsors, municipalities, SCDOT, and Adopt-a-Highway groups that made this day a possibility.

- Sponsors:**
- Walmart
  - American Pride Waste Solutions
  - Pro Disposal
  - Hawk-Eye Home Inspections
  - Southern Signs & Graphics
  - Inkdropz
  - Lowcountry Sanitation
  - Palmetto Pride
  - Firehouse Subs



### LEGEND

- Beaufort County (Blue square)
- SCDOT (Red square)
- Town of Port Royal (Green square)
- Town of Hilton Head (Yellow square)
- Town of Bluffton (Orange square)
- City of Beaufort (Purple square)
- AAH/ Volunteer Groups (Pink square)
- Wal-Mart Staging Areas (Blue star)
- Sponsors (Light blue square)
- County Council District (# in circle)



Prepared by Beaufort County GIS Department

**Adopt-A-Highway**  
**Beaufort County Council Recognition**  
**Monday, November 5<sup>th</sup> 2018**

**1. Keep Stuart Point Beautiful**

Stuart Point Homeowners are surrounded by breathtaking water views and want the scenery leading to their homes to be clean as well. The Keep Stuart Point Beautiful Adopt-A-Highway group removes litter from Stuart Point Road. They monitor their area carefully and schedule bi-monthly litter pickups. Cheryl Mansson, the group's leader, hosts an annual oyster roast to thank the volunteers for their hard work. Mansson says Adopt-A-Highway has helped to build "community" in their neighborhood. Thank you for doing your part to keep Stuart Point and Beaufort County beautiful.

**2. Beaufort Memorial Hospital**

Beaufort Memorial Hospital is pleased to be involved with the Adopt a Highway Program in Beaufort County. They have had three successful litter pick-up events this year and plan to have another before the end of the year. Family members of hospital staff also participate in the cleaning efforts. Volunteers enjoy taking responsibility to maintain a litter-free roadside on two miles of Ribaut Road. The group wants to ensure a clean appearance, as it leads to the home of the main part of their campus. Thank you for helping keep Beaufort County clean!

Official Proceedings  
County Council of Beaufort County  
October 8, 2018

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

A caucus of the County Council of Beaufort County was held Monday, October 8, 2018 beginning at 5:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, and Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard and Stewart Rodman present. Member Roberts "Tabor" Vaux absent.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Stewart, seconded by Mr. Rodman, that Council go immediately into executive session for discussion of employment of a person regulated by County Council and legal advice regarding pending litigation (Malind Bluff Proposed Settlement). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mr. Vaux. The motion passed.

**EXECUTIVE SESSION**

**ADJOURNMENT**

Council adjourned at 6:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

Official Proceedings  
County Council of Beaufort County  
October 8, 2018

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

The regular session of the County Council of Beaufort County was held Monday, October 8, 2018 beginning at 6:00 p.m. in the Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, and Stewart Rodman present. Council member Roberts "Tabor" Vaux absent.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**INVOCATION**

Council member York Glover gave the Invocation.

**RECOGNITION / EXCHANGE CLUB OF BEAUFORT / EMS PERSON OF THE YEAR**

Chairman Paul Sommerville and Mr. Phil Foot, Assistant County Administrator – Public Safety, recognized Mr. Mark Fitz Gibbons, EMS Person of the Year. Councilman Brian Flewelling presented an award to Mr. Gibbons, on behalf of the Exchange Club of Beaufort.

**RECOGNITION / ROTARY CLUB OF BEAUFORT / CIVILITY PROJECT "SPEAK YOUR PEACE"**

Chairman Paul Sommerville introduced Mr. Charles "Chick" Dykeman who spoke about the Civility Project, Speak your Peace, which is an initiative by the Rotary Club of Beaufort. The key message is to promote nine simple tools for practicing civility, taken from P.M. Forni's book *Choosing Civility*. Those tools are to pay attention, listen, be inclusive, don't gossip, show respect, be agreeable, apologize, give constructive criticism, and take responsibility.

**RECOGNITION / COUNTY EMPLOYEE SERVICE RECOGNITION DURING HURRICANE FLORENCE WEATHER EVENT**

Chairman Paul Sommerville recognized the county employees who recently served in response to the potential threat of Hurricane Florence. Those staff members include the Interim County Administrator, members of Public Works, Stormwater, Solid Waste and Recycling, Facilities, Grounds Maintenance, Disabilities and Special Needs, MIS, GIS, Communications, Engineering, Traffic Engineering, Broadcast Services, Parks and Recreation, Detention Center, Building Inspection, the Assessor’s Office, Finance, Coroner, Animal Services, Airport, Mosquito Control, Sheriff’s Office, EMS and all others who put the County first when the rest of us were running from harm.

**ADMINISTRATIVE CONSENT AGENDA**

**Committee Reports**

**Community Services Committee**

**Disabilities and Special Needs Board**

Wendy Bukowski

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Ms. Bukowski representing Countywide, received the six votes required for appointment to serve as a member of the Disabilities and Special Needs Board.

**Finance Committee**

**Accommodations (State 2%) Tax Board**

Jonathan Sullivan

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Sullivan, representing hospitality industry, received the six votes required for appointment to serve as a member of the Accommodation (State 2%) Tax Board.

**Airports Board**

Finance Committee nominated Mr. Brian Turrisi, representing the Town of Hilton Head Island, to serve as a member of the Airports Board.

## **Governmental Committee**

### **Construction Adjustments and Appeals Board**

Albert Thomas

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Thomas, representing Design Professional / Contractor / Building Industry, received the six votes required for appointment to serve as a member of the Construction Adjustments and Appeals Board.

### **Daufuskie Island Fire District**

Governmental Committee nominated Mr. Andrew Mason, representing Daufuskie Island Fire Service Area, to serve as a member of the Daufuskie Island Fire District.

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

Chet Houston

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Houston, representing Lady's Island, received the six votes required for appointment to serve as a member of the Lady's Island / St. Helena Island Fire District.

## **PUBLIC COMMENT**

Mr. Frank McGrath, a resident of Lady's Island, spoke of an incident that happened at his house on September 28<sup>th</sup> regarding the sound of gun shots and a stray bullet that entered into his living room front window, hit the dining room table and ricocheted into the hutch. This is not the first time gun shots have been heard. Sheriff's deputies informed him that it is not against the law to fire a gun in unincorporated areas of the County. He said he is not against guns but he is for citizen safety in residential areas. Using today's technology for gathering information, we can easily identify high density residential areas now and in the future. With the growth in this County, something has to be done.

Mrs. Dolene McGrath, a resident of Lady's Island, spoke of an incident that happened at her house on September 28<sup>th</sup> where a stray bullet hit her home. She spoke of the different scenarios that could have happened that day as well as solutions to correct this problem to include providing shooting ranges. Something needs to be done. There needs to be a resolution.



Mr. Pete Nookum, a Lady’s Island resident, spoke about a stray bullet incident that happened next door to his house on September 28, 2018. It is very unsettling. The Beaufort County police did the best they could with the laws in place.

Ms. Miriam Mitchell, a Sheldon resident, asked for Council’s signatures on a petition regarding severance for SCANA executives. She and others are troubled about the proposed spending of \$110,000,000 severance package to reward SCANA executives for mismanagement and lack of leadership behavior leading to the failure of the construction of the two nuclear reactors in Jenkinsville, SC. The petition demands that any severance buyout action be stopped immediately and executives should be required to pay back bonuses received during the now-failed construction.

Ms. Mare Barroco spoke about today’s Community Services Committee. A motion was made regarding legal advice of whether land can be bought or sold outside the approval of Council. She reminded Council of State Law, Beaufort County Code of Ordinances, and a resolution that speaks against such. Where is the contract between Beaufort County and Beaufort County Disabilities and Special Needs (DSN) Department? Where are the agreements that obligated the taxpayer to pay for these homes? What if someone gets hurt, or assaulted? The property on Broad River was flipped and sold for \$185,000. How was compliance regarding the sale and acquisition of DSN properties done prior to today?

Mr. Skip Hoagland spoke before Council in regards to the Chambers of Commerce identified as designated marketing organizations. If the chambers do not want to disclose how the County’s Accommodation Tax money was expended, they should get zero funding. It is past time for Council to live up to the commitment of transparency. We have a failed political system made up of weak one-vote councils, mayors and chairmen. This has to change.

**NEW BUSINESS / A RESOLUTION TO DESIGNATE PUBLIC WORKS, STORMWATER, ENGINEERING, AND FACILITIES MANAGEMENT EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED BY THE PRESIDENT OF THE UNITED STATES**

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council adopt a resolution to designate Public Works, Stormwater, Engineering and Facilities Management employees as first responders as federally mandated by the President of the United States. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**NEW BUSINESS / A RESOLUTION ORDERING A BOND REFERENDUM TO BE HELD IN THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, ON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$5,300,000 OF GENERAL OBLIGATION BONDS OF FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE FORM OF THE BALLOT TO BE USED; PROVIDING FOR NOTICE OF THE REFERENDUM; AND PROVIDING FOR OTHER MATTERS RELATING THERETO**

It was moved by Mr. Stewart, seconded by Mr. Rodman, that Council adopt a resolution offering a Bond Referendum to be held in the Fripp Island Public Service District, South Carolina, on the question of the issuance of not exceeding \$5,300,000 of General Obligation Bonds of Fripp Island Public Service District, South Carolina; providing for the form of the ballot to be used; providing for notice of the Referendum and providing for other matters relating thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM OCTOBER 8, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY’S HILL BOAT LANDING**

It was moved by Mrs. Howard, Community Services Committee Chairman, no second required, that Council approve on first reading an ordinance authorizing the Interim County Administrator to execute a right of entry granting the United States Government temporary and exclusive control over certain real property located at Gray’s Hill Boat Landing. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**CONTRACT AWARD / AIRFIELD LIGHTING AND ELECTRICAL REHABILITATION (BEAUFORT COUNTY AIRPORT, LADY’S ISLAND)**

It was moved by Mr. Stewart, Finance Committee Chairman, no second required, that Council approve the award of a contract to Walker & Whiteside, Greenville, South Carolina in the amount of \$905,982 and approval of Work Authorization 18-05 to Talbert, Bright and Ellington (TBE), Charlotte, North Carolina in the amount of \$159,316 for airfield lighting replacement services. Funding is as follows: 90% FAA AIP Grant 14, 5% SCAC Grant, and 5% Beaufort County Airport (Lady’s Island) Proprietary Fund. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**CONTRACT AWARD / THREE TORO COMMERCIAL WIDE-AREA MOWERS FOR PARKS AND LEISURE SERVICES DEPARTMENT**

It was moved by Mr. Stewart, Finance Committee Chairman, no second required, that approve the purchase of three new 2018 Toro Ground Master 4000-D commercial wide area mowers from Smith Turf and Irrigation of Charlotte, North Carolina, a state contract vendor, in the amount of \$213,433.90. Funding will come from Account 26520011-54450, Parks and Leisure Services (PALS) Impact Fees, Bluffton. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr.

Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

## **CONTRACT AWARD / FACILITATION AND STRATEGIC PLAN SERVICES**

It was moved by Mr. Stewart, Finance Committee Chairman, no second required, that Council approve a contract to Thomas P. Miller, Indianapolis, Indiana for consultation services for Beaufort County Annual Retreat scheduled for March 2019. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Sommerville and Mr. Stewart. NAYS – Mr. Caporale and Mr. Rodman. ABSENT - Mr. Vaux. The motion passed.

## **ITEMS REMOVED FROM CONSENT AGENDA**

### **A RESOLUTION AUTHORIZING THE RETENTION OF LEGAL COUNSEL TO REVIEW INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BEAUFORT COUNTY AND JOSHUA A. GRUBER**

Mr. Stewart removed this item from the Consent Agenda. This is a resolution authorizing the retention of legal counsel to review Independent Contractor Agreement between Beaufort County and Joshua A. Gruber. This contract was entered into by our County Attorney and Interim County Administrator Tom Keaveny. This was thoroughly vetted at the September 24, 2018 meeting of the Finance Committee. At that time, Mr. Keaveny provided a compelling explanation to why he entered into this contract. It was a job Mr. Keaveny did not ask for; to be the Interim County Administrator. Council unanimously agreed and asked Mr. Keaveny to take on this roll. At the Finance Committee, there was a lengthy discussion, rude comments and a lot of accusations made. If Mr. Keaveny had any idea what would have happened at that meeting, he probably would not have accepted the position. In regard to our Code of Ordinances, this was within the right and purview of the Interim County Administrator. Mr. Stewart does not support this resolution. For those who are supporting this, what information do you expect to receive from outside legal counsel that was not received at the Finance Committee or that you would not receive from asking the individuals involved in the contract? He is unsure of the gain anticipated. If this does pass, what does Council intend to do with the information received? Immediately after all of this transpired at the Finance Committee, County Council voted to renew the very contract they disagreed with, under the same terms and conditions. How can you expect someone to investigate this, when Council agreed on the need for the contract? This is an example of inconsistency amongst members of this Council.

Mr. Flewelling said he has spoken with several attorneys in furtherance of his duty in regards to this contract.

Mr. Stewart stated he did not assign appoint a subcommittee on this matter. It would be the County Council Chairman's responsibility to appoint such subcommittee if it is the desire of this Council.

Mr. Flewelling said he specifically pursued this measure adopted by the Finance Committee and reached out to several attorneys to see whom might seek out this contract. He clarified he is not

interested in a “gotcha” moment. However, imagine a scenario where a decision was made by this Council in reliance of an arm’s length relationship between the Town of Hilton Head Island and this Council. If we received some advice where we thought we were dealing with a co-equal municipality, instead of the connection that no one on Council knew about. We as Council should have known about it. Because we did not know about it, we did not have enough information to answer or ask any questions. He is interested in seeking outside counsel to see if any decisions or advice was given in a potential conflict of interest scenario.

Mr. Caporale voiced his concerns when he found out about the contract. The primary reason we did not know about this contract is due to the lack of open and honest discussion regarding what is going on. The email received in regard to this, made him decide that he wanted someone to look into this contract. This contract is with someone who caused so much dissension between Council over the last year. How could someone not know that keeping this from Council would not cause a problem? This is plain wrong. Also, the gentleman who benefits the most from the contract also wrote the contract. The soft corruption should stop. There are so many questions that arose at the Finance Committee that caused him to review the contract further, which is a terrible contract with non-measurable goals. You cannot do this. Communication must rise to a higher level. The kind of trust that you see, is the kind that is actually destructive. It requires no accountability.

Mr. Rodman said the Chairman asked him to take a look at this matter and in doing so reached the following conclusions: It would have been good if it was brought to the attention of County Council. There was not intent to hide it, because it was in the public domain with the other contracts. We have a large number of contracts that pass through this County with the Administrator having certain dollar limits for approval. We might want to get to the point, that all contracts above a certain dollar amount be provided to Council. The contract was appropriate. We did not have a County Administrator or a Deputy County Administrator, so we asked the County Attorney to take on three rolls. When the last storm was approaching us, I mentioned the need to reach out to Mr. Gruber due to his history with hurricanes and his great performance during prior storms. We were playing with millions of dollars. It does seem that if you question a contract and then ratify it by extending it, then you already agree it was a good thing to enter into the contract.

Mr. Covert mirrored Mr. Flewelling and Mr. Caporale’s comments. He shares their passion. It is not a “gotcha” thing. If anything, the “gotcha” is on Council members. He spoke about risk management. We have a contract, but is it legitimate business? We are one of the few counties where Council doesn’t have their own lawyer. Is this contract legitimate? Is there anything Council or the public should be aware of? We need to know if this is ethical. Us not seeking third party counsel, is a dereliction of duty and what is corrupt with government. That needs to stop in Beaufort County, South Carolina and this country. We have to demand, open and honest transparency.

Mr. Sommerville said as Council we speak with one voice. It is not uncommon to have minority Council members disagree with the majority, but the bottom like we speak with one voice by six votes. This Council has authorized the Administrator and Interim County Administrator to authorize contracts and make purchases under \$50,000. When we lost Josh Gruber, we asked Mr. Keaveny to take the job. He was reluctant, but finally agreed. He used good judgement in entering

into a contract for the institutional knowledge that he does not have. To hire a lawyer to investigate an inquisition on Tom Keaveny is inexcusable. The only outcome he sees in this resolution to hire outside counsel, is to further humiliate Mr. Keaveny. We have humiliated him enough, he has resigned. He will be voting against this.

Mr. Fobes said this is in no way an indictment of Mr. Keaveny. If we do not act to pass this resolution, we are going to look very stupid to the constituents we represent. He spoke of the incivility that is going on with this Council and it being one of the reasons he will not be here next year. He hopes Council lets someone from the outside review this contract and also look at outside counsel in the future. He will vote in favor of the resolution.

Mr. Rodman said he does not feel it is correct to paint Beaufort County Council members as corrupt.

It was moved by **No ONE**, that Council adopt a resolution authorizing the retention of legal counsel to review Independent Contractor Agreement between Beaufort County and Joshua A. Gruber. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, and Mr. Glover. NAYS – Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO PROVIDE FUNDS NOT TO EXCEED \$10,000 FOR THE RETENTION OF LEGAL COUNSEL TO REVIEW INDEPENDENT CONTRACTOR AGREEMENT AND OTHER MATTERS AS PROVIDED IN RESOLUTION 2018/\_\_\_**

Mr. Rodman removed this item from the Consent Agenda. He said this is in correlation with the resolution authorizing the retention of legal counsel and felt they should be combined.

It was moved by Mr. Flewelling, **NO SECOND**, that Council approve on first reading an ordinance authorizing a supplemental appropriation to provide funds not to exceed \$10,000 for the retention of legal counsel to review Independent Contract Agreement and other matters as provided in Resolution 2018/ . The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, and Mr. Glover. NAYS – Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. **ABSTAIN – Mr. Dawson. ABSENT - Mr. Vaux.** The motion passed.

Mr. Inglese said there is an inherit conflict for him to negotiate and enter into this contract since he is a subordinate of and reports to the Interim County Administrator / County Attorney. The trial court's order in the case, Bradshaw verses Anderson County, noted that the County Attorney "had concluded he could not represent [Council] in this action." The County Attorney answers to the County Administrator, whose office is subject of the inquiry. Mr. Inglese is not the appropriate person, and that portion of the resolution has been left blank for Council to determine the designee.

**CONSENT AGENDA**

**AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$5,300,000, SUBJECT TO A SUCCESSFUL REFERENDUM IN THIS DISTRICT; AND OTHER MATTERS RELATING THERETO**

This item comes before Council under the Consent Agenda. Discussion and recommendation of approval occurred at the August 27, 2018 meeting of the Finance Committee.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on third and final reading an ordinance authorizing the Fripp Island Public Service District, South Carolina, to issue General Obligation Bonds in a principal amount not exceeding \$5,300,000 subject to a successful referendum in this District; and other matters relating thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE THE QUESTION PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATIONS BONDS AND MAKING QUESTION 2A NOW QUESTION 1**

This item comes before Council under the Consent Agenda. Discussion and recommendation of approval occurred under New Business at the September 24, 2018 County Council Regular Session.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on second reading an ordinance amending Beaufort County Ordinance 2017/24 to delete the question pertaining to the issuance of \$120,000,000 of General Obligation Bonds and making Question 2A now Question 1. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 22, 2018 beginning at 6:30 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

**AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES**

**AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO (PROJECT PEACH / RIVERPORT II)**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this ordinance occurred at the September 24, 2018 meeting of the Finance Committee.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on second reading an ordinance acknowledging the termination of an existing Multi-County Industrial/Business Park (Riverport) pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and authorizing and approving (1) development of a new Joint County Industrial and Business Park pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, in conjunction with Jasper County (The “Park”), such park to be geographically located in Jasper County; (2) the execution and delivery of a written Park Agreement with Jasper County as to the requirement of payments of fee in lieu of ad valorem taxes with respect to park property and the sharing of the revenues and expenses of the Park; (3) the distribution of revenues from the Park within Beaufort County; and (4) other matters related thereto (Project Peach / Riverport II). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 22, 2018 beginning at 6:30 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

**AN ORDINANCE AUTHORIZING TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 90 – PARKS AND RECREATION**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve these text amendments occurred at the September 4, 2018 meeting of the Governmental Committee.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on second reading an ordinance authorizing text amendments to the Beaufort County Code of Ordinances, Chapter 90 – Parks and Recreation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 22, 2018 beginning at 6:30 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL**

**EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT**

Mr. Rodman removed this item from the Consent Agenda for discussion, then added it back to the Consent Agenda for vote. He wanted to know if there are rules or procedures to account for how waivers would be determined.

Mr. Inglese explained the concept of the Impact Fee Waiver. He said they could create an application.

Mr. Rodman asked that insight be provided of how waivers will be granted prior to third and final reading.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on second reading an ordinance to amend Beaufort County Ordinance 2018/24, for FY 2018-2019 Beaufort County Budget to provide for supplemental expenditures in the amount of \$100,000 for funding of the Impact Fee Waiver for Affordable Housing Development. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 22, 2018 beginning at 6:30 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$1,027,757 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK (WHITEHALL) BOAT RAMP**

This item comes before Council under the Consent Agenda. Discussion and recommendation to appropriate these funds occurred at the August 27, 2018 meeting of the Finance Committee.

It was moved by Mr. Dawson, seconded by Mr. Covert, no second required that Council approve on first reading an ordinance to appropriate funds not to exceed \$1,027,757 from the 2% Local Hospitality Tax Funds to the County General Fund for improvements to the Factory Creek (Whitehall) Boat Ramp. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 22, 2018 beginning at 6:30 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

**AN ORDINANCE TO APPROPRIATE \$350,000 FROM THE LOCAL 3% ACCOMODATIONS TAX FUND FOR THE DEVELOPMENT OF THE WRIGHT FAMILY PARK AND CALHOUN STREET DOCK (TOWN OF BLUFFTON)**



This item comes before Council under the Consent Agenda. Discussion and recommendation to fund \$350,000 from the Local 3% Accommodations Tax Fund occurred at the September 24, 2018 meeting of the Finance Committee.

It was moved by Mr. Dawson, no second required, that Council approve on first reading an ordinance to appropriate \$350,000 from the Local 3% Accommodations Tax Fund for the Development of the Wright Family Park and Calhoun Street Dock (Town of Bluffton). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 38 – ENVIRONMENT, SECTION 38-32 CLARIFYING THAT UNSIGHTLY MAINTENANCE OF PROPERTY IS PROHIBITED**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve text amendments occurred at the October 1, 2018 meeting of the Governmental Committee.

It was moved by Mr. Dawson, seconded by Mr. Covert, that Council approve on first reading text amendments to the Beaufort County Code of Ordinances, Chapter 38 – Environment, Section 38-32 clarifying that unsightly maintenance of property is prohibited. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**PUBLIC HEARINGS**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10**

The Chairman opened a public hearing beginning at 6:30 p.m. for the purpose of receiving public comment regarding ordinance authorizing and providing for the issuance and sale of limited general obligation bonds (Bluffton Township Fire District), Series 2018B or such other appropriate series designation of Beaufort County, South Carolina in the principal amount of not to exceed \$6,000,000; fixing the form and details of the bonds; authorizing the Interim County Administrator or his/her lawfully-authorized designee to determine certain matters relating to the bonds;

providing for the payment of the bonds and disposition of the proceeds thereof and other matters relating thereto; and repealing Ordinance 2018/10. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:31.

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve on third and final reading an ordinance authorizing and providing for the issuance and sale of limited general obligation bonds (Bluffton Township Fire District), Series 2018B or such other appropriate series designation of Beaufort County, South Carolina in the principal amount of not to exceed \$6,000,000; fixing the form and details of the bonds; authorizing the Interim County Administrator or his/her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and disposition of the proceeds thereof and other matters relating thereto; and repealing Ordinance 2018/10. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G, DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE ISLAND PLAN**

The Chairman opened a public hearing beginning at 6:33 p.m. for the purpose of receiving public comment regarding text amendment to Chapter 4 (Future Land Use), Appendix 4G, Daufuskie Island Plan of the Beaufort County Comprehensive Plan to replace the existing Daufuskie Island Plan with a new Daufuskie Island Plan. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:34.

It was moved by Mr. Flewelling, as Natural Resources Committee Chairman, no second required, that Council approve on third and final reading, text amendment to Chapter 4 (Future Land Use), Appendix 4G, Daufuskie Island Plan of the Beaufort County Comprehensive Plan to replace the existing Daufuskie Island Plan with a new Daufuskie Island Plan. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO CLARIFY THE “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND**

The Chairman opened a public hearing beginning at 6:34 p.m. for the purpose of receiving public comment an ordinance amending the existing ordinance for the Beaufort County Disabilities and Special Needs Board to clarify the “No Benefit” Policy pursuant to a request of the South Carolina State Housing Trust Fund. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:35.

It was moved by Mrs. Howard, as Community Services Committee Chairman, no second required, that Council approve on third and final reading an ordinance amending the existing ordinance for the Beaufort County Disabilities and Special Needs Board to clarify the “No Benefit” Policy pursuant to a request of the South Carolina State Housing Trust Fund. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO PROVIDE THAT APPOINTMENTS OF BOARD MEMBERS SHALL BE BY THE GOVERNOR**

The Chairman opened a public hearing beginning at 6:35 p.m. for the purpose of receiving public comment an ordinance amending the existing ordinance for the Beaufort County Disabilities and Special Needs Board to provide that appointments of board members shall be by the Governor. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:36.

It was moved by Mrs. Howard, as Community Services Committee Chairman, no second required, that Council approve on second reading an ordinance amending the existing ordinance for the Beaufort County Disabilities and Special Needs Board to provide that appointments of board members shall be by the Governor. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**AN ORDINANCE CLARIFYING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE**

The Chairman opened a public hearing beginning at 6:37 p.m. for the purpose of receiving public comment an ordinance clarifying the adoption of the International Existing Building Code. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:38.

It was moved by Mr. Stu Rodman, as Public Facilities Committee Chairman, no second required, that Council approve on third and final reading an ordinance clarifying the adoption of the International Existing Building Code. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

There were no matters arising out of executive session.

**PUBLIC COMMENT**

Mr. Skip Hoagland said he will hold his comments in regard to Mr. Gruber and the contract until another time.

**ADJOURNMENT**

Council adjourned at 7:45 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

ATTEST: \_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

**DRAFT**

Official Proceedings  
County Council of Beaufort County  
October 15, 2018

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

A special session of County Council of Beaufort County was held Monday, October 15, 2018 beginning at 1:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

**ATTENDANCE**

Chairman D. Paul Sommerville, and Council members Rick Caporale, Michael Covert, Brian Flewelling, Steven Fobes, Alice Howard, York Glover, Stewart Rodman and Roberts "Tabor" Vaux present. Vice Chairman Gerald Stewart and Council member Gerald Dawson absent.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council go immediately into executive session for discussion of employment of a person regulated by County. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Dawson, Mr. Glover (arrived late) and Mr. Stewart. The motion passed.

**EXECUTIVE SESSION**

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council award a contract to John L. Weaver for the position of Beaufort County Interim County Administrator. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Dawson and Mr. Stewart. The motion passed.

**ANNOUNCEMENT**

Mr. Sommerville stated United Airlines announced the launch of air service at the Hilton Head Island Airport which will include seasonal service to three United Hub Airports beginning Spring 2019. On March 31, 2019, United Airlines will operate twice daily non-stop flights between Washington-Dulles International and Hilton Head Island Airport. Beginning April 6, 2019, United Airlines will inaugurate twice weekly service to Chicago O’Hare International Airport and weekly service to New York Liberty International Airport from Hilton Head Island.

**ADJOURNMENT**

Council adjourned at 2:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

**DRAFT**

## COMMUNITY SERVICES COMMITTEE

October 8, 2018

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

The Community Services Committee met Monday, October 8, 2018 beginning at 3:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Alice Howard, Vice Chairman Rick Caporale, and members Michael Covert, Steven Fobes, and York Glover present. Member Roberts "Tabor" Vaux absent. Non-committee members Gerald Dawson, Brian Flewelling, Stu Rodman, Jerry Stewart and D. Paul Sommerville 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: Beth Cody, Fiscal Operations Manager, Disabilities and Special Needs Department; Chris Inglese, Assistant County Attorney; Tom Keaveny, County Attorney and Interim County Administrator; Eric Larson, Division Director – Environmental Engineering and Land Management; Bill Love, Director, Disabilities and Special Needs Department; Wanda Mayse, Deputy Director, Disabilities and Special Needs Department; Monica Spells, Assistant County Administrator – Civic Engagement and Outreach; Mark Sutton, Deputy Director, Facilities; and Dave Thomas, Purchasing Director.

Public: Steve Allison, Alcohol and Drug Commission; Mare Barraco; Brian Chemsak, Beaufort Jasper Water and Sewer Authority; Jessica Dailey, Lowcountry Council of Governments; Dick Deuel, Beaufort-Jasper Water & Sewer Authority; David Epp; Brandon Lohl; Judy Lohl; Deb Regecz, realtor; David Russo; and Lynn Russo, Member, Disabilities and Special Needs Board.

Media: Joe Croley, *Lowcountry Inside Track*

Councilwoman Howard chaired the meeting.

### ACTION ITEMS

#### **1. Discussion / Ordinance Allowing United States Government Temporary Exclusive Use of Gray's Hill Boat Landing**

**Discussion:** Mr. Chris Inglese, Assistant County Attorney, shared that a request was received from a representative of the Marine Corps Air Station to obtain an exclusive right of entry to the boat landing at Gray's Hill for recovery efforts from the F-35B fighter jet that crashed in the area of Little Barnwell Island on September 28, 2018.

Mr. Keaveny said the MCAS anticipated that the work could most likely be done with 45 days verses the 90 days outlined in the draft ordinance. We want to treat this as a lease due to the exclusive use.

Mr. Dawson said there is an urgency on the community's behalf due to fishing season.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Fobes, that the Committee recommend Council approve an ordinance authorizing the Interim County Administrator to execute a right of entry granting the United States Government temporary and exclusive control over certain real property located at Gray's Hill Boat Landing. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Fobes, Mr. Glover, and Mrs. Howard ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council approve an ordinance authorizing the Interim County Administrator to execute a right of entry granting the United States Government temporary and exclusive control over certain real property located at Gray's Hill Boat Landing.

## **2. Discussion / Bonaire Estates Sewer Improvements Projects (Community Development Block Grant – CDBG Project) with Beaufort-Jasper Water & Sewer Authority and Lowcountry Council of Governments**

**Discussion:** Ms. Monica Spells, Assistant County Administrator – Civic Engagement and Outreach, stated in June 2010, Beaufort County was awarded a CDBG Grant in the amount of \$1,000,000 from the South Carolina Department of Commerce to help extend sewer service in the Bonaire Estate subdivision off of Parris Island Gateway. This project would extend sewer services to about 175 households along Bonaire Circle and interior streets along Joppa Road, Windsor Road, and Falls Road. Beaufort County topped the list for receiving an award in the 2010 funding cycle. Each year, South Carolina communities apply for competitive CDBG Funds to support a variety of projects. The state program is funded by the US Department of Housing and Urban Development. In May 2017, staff provided an update to the Community Services Committee after receiving a revised project budget from Beaufort-Jasper Water & Sewer Authority (BJWSA) which increased construction costs to over \$600,000. A few weeks ago the project was conditionally awarded to Jordan Construction of Bluffton, South Carolina in the amount of \$3,197,973. This is \$483,134 higher than the revised project budget. This is before the Committee to ask if County Council will support an additional commitment of \$241,567 to move this project forward. A handout was distributed that outlined the costs of the project and previously approved budget.

Mr. Deuel, Beaufort-Jasper Water & Sewer Authority, said this has always been a particularly difficult project due to the narrow roads and high density.

Ms. Jessica Daily, Lowcountry Council of Governments, said this grant was written to improve the quality of the shellfish beds.

Mr. Eric Larson, Division Director – Environmental Engineering and Land Management, all criteria was met with this location. The Battery Creek has closed shellfish beds due to a



bacterial impairment. The County's stormwater utility ordinance prohibits the use of Stormwater Utility Fees for sanitary sewer projects. The ordinance would need to be amended to allow for the expenditure of stormwater funds for sanitary stormwater projects. It makes sense in that there is already a utility that charges a fee for sanitary sewer. Our stormwater utility is programmed out until the year 2027 with the Master Plan projects. There is always flexibility. It would take an amendment of the stormwater ordinance, a meeting to discuss the consequences of making that change to the policy, and would have to shuffle other priorities if we were to put money toward this project.

Comments, questions and concerns of the Committee included the following:

- This is over \$500,000 more than the initial cost share for Beaufort County.
- The cost difference from May 2017 to now, what is the base of such?
  - Mr. Deuel said 50 of the line items in the bid document were in line with industry standards and six were above what was estimated. Those included mobilization costs and the system. We are still in the process of evaluating the line items that are double in cost from the original estimate.
- Has this contract been awarded? How did they send in extra costs twice?
  - Mr. Deuel said they have only submitted one cost. This has not been awarded, but has been conditionally awarded with the approval of the County Council and BJWSA Board. This is the low bidder. Once we hear from County Council and BJWSA Board the final decision will be made on whether or not to award contract.
- When we first talked about this project, the cost to Beaufort County would be about \$1,625 per lot, now it is approximately \$3,446 per lot. That is not all of the costs – BJWSA is sharing the cost and the County has been awarded money from the grant. The costs do not end there, each lot owner will have to build the connection from house to road.
  - Mr. Deuel said no, part of the grant will help low-to-moderate-income homes (LMI). The cost for non LMI would be in the approximately \$1,000-\$1,500 to sign on, plus capacity fees of \$2,860.
- Are the non LMI lots here rental properties?
  - Yes, primarily.
- Where would the County's portion of the funds come from?
- Mrs. Holland indicated that it would come from General Fund. It would require a supplemental appropriation and would have to come from the Reserve Fund.
- The residents that do not meet the qualifications for LMI, would a frontal assessment apply?
  - Mr. Deuel said BJWSA is providing a connection to each property. The ones that do not qualify for LMI would come out of BJWSA portion.
- Does this include a contingency fee?
  - Mr. Deuel said yes, a 10% contingency.
- Is there any other way to find the money for this project?

- What is the closest sewer line to the area?
  - Mr. Deuel said Picket Fences across the street.
- We need LMI in Beaufort County. This property serves a valuable purpose.
- Is there an anticipated amount of revenue that will be generated upon completion?
  - Mr. Chemsak said the water and sewer bills do not cover sewer extension. They only cover treatment and collection of the water. All extensions are done through capacity fees received through new development.
- This Council has put the conversion of septic to sewer as a priority. We know this is a priority. This is significantly more, but this is something we wanted to do for a while. This is something worthy of our support and will have a positive effect on the water at Battery Creek.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Caporale, that the Committee recommend Council approve an additional commitment of \$241,567 for the Bonaire Estates Sewer Improvements Project and forward this item to the Finance Committee for the authorization of the additional money. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Fobes, Mr. Glover, and Mrs. Howard ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council approve an additional commitment of \$241,567 for the Bonaire Estates Sewer Improvements Project and forward this item to the Finance Committee for the authorization of the additional money.

### **INFORMATION ITEM**

3. **Discussion / Acquisition of Properties and Homes for the Beaufort County Disabilities and Special Needs Department**
  - **Staff Overview**
    - i. **Needs Discussion**
    - ii. **Funding for New Homes**
    - iii. **Realtor Services / Procurement**
    - iv. **Site Selection Challenges and Timeline for New Homes**
    - v. **Construction Updates:**
      1. **608 Center Drive West, Beaufort**
      2. **1604 Deanne Lane, Beaufort**
      3. **2700 Waddell Road, Beaufort**
      4. **1 Bostic Circle, Beaufort**
  - **Councilman Stu Rodman Report**

**Discussion:** Ms. Monica Spells, Assistant County Administrator–Civic Engagement and Outreach, said the three homes which were purchased as a result of the upcoming closing of the Port Royal facility, is separate from an additional home previously expressed by staff in 2016. At that time, based on the trends DSN was seeing, staff of DSN presented the need for 1-2 homes. Subsequently, we have a community residential facility out of compliance with state requirements that led to the discussion and direction for the need to search for three additional homes.

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)

Mrs. Beth Cody, Fiscal Operations Manager, Disabilities and Special Needs, reviewed with the Committee the funding for the new homes. Disabilities and Special Needs receives about 78% of its funding from state; \$2-\$2.5 million annually comes from the County General Fund to support activities; grants, fees and work contracts also supplement the budget. For the home projects, there is a fund balance. In fiscal year 2016, we presented the need for two additional homes using fund balance dollars.. There was also the sale of the Port Royal property which would later be refunded to the County.

Mr. Bill Love, Director, Disabilities and Special Needs, said that the process of looking for property has been going on for over a year. We have 27 individuals that lived in Beaufort County but left the County due to the lack of a home. We talked about the need to build 1-2 homes and agreed to build one home in 2016. Shortly thereafter, we were working with a proviso regarding the community residential facility in Port Royal. That proviso approved us to build three homes and sell the Port Royal facility. It has been a challenge to find properties due to restrictions and resistance from the community.

Mr. Dave Thomas, Purchasing Director, said he was approached by Mr. Gruber in January 2017 regarding the need for property for Disabilities and Special Needs homes. A Request for Proposal was drafted to find a broker service for the sale of the house on Broad River Road. The RFP came back March 2017. The intent was to use the broker for a year.

Ms. Deb Regecz, realtor for Ballenger Realty and Beaufort County, reviewed with the Committee about site selection challenges. In November, the three homes with contracts to purchase were presented with the understanding that there was still an active search for a fourth lot. It was approved on December 11<sup>th</sup>. On December 15<sup>th</sup>, we looked at eight lots, the top pick being 1 Bostick Circle. Documents which included the plat and drainage issues for fill were sent to Mark Sutton, Deputy Director of Facilities, for review. Mr. Sutton confirmed the house would meet the criteria and an offer was presented on the December 21<sup>st</sup>. The purchase was signed by Mr. Gruber on January 22<sup>nd</sup> and the offer accepted on January 23<sup>rd</sup>.

Mrs. Lynn Russ, member of the Disabilities and Special Needs Board, spoke about the home in Pine Crest and said there have been no problems. With respect to the property at 1 Bostick Circle, she has been assured that the drainage permit has been issued. If you do not build a house here, someone else will.

Mr. Mark Sutton provided the Committee with a construction update on the following properties: 608 Center Drive West, Beaufort, 1604 Deanne Lane, Beaufort, 2700 Waddell Road, Beaufort, and 1 Bostick Circle, Beaufort. The construction on Center Drive is complete. We are working on an issue with water capacity for the sprinkler system. The next construction to be completed is the property on Waddell Road. We expect to close on 1 October 15<sup>th</sup>. The construction at Deanne Lane just received approval and the lot has been cleared. This property will have a garage. The property at Bostick Circle will be unique. We were going to buy the lot and put the building out for bid. We have gone through final submittal, which has been denied by

the HOA. It will take a soil engineer to come up with the exact amount, but he projects 60 yards of dirt that would need to be taken out and brought in. The wetness would need to be mitigated. We have a permitted site plan. The only question is how deep we will have to muck, if at all.

Mr. Rodman provided the Committee with a report on two items that have arisen: a personal services contract and the Bostick Circle land purchase. He met with Mr. Keaveny and several staff members on what had transpired. For the better part of 3-5 years we have been engaged in the process of bringing these four homes online. Last year, Council approved the contracting for three homes. At the beginning of this year, Mr. Gruber approved the land purchase of the fourth home. An issue for Council is whether this land purchase should have required Council approval. It could be argued yes as 1) an ordinance exists requiring such Council approval and 2) the total expenditure for the fourth home and land would require Council approval. Also, it could be argued as no it 1) being within Mr. Gruber's authority, 2) having budgetary approval by Council, 3) requiring subsequent Council approval for the building, and 4) conforming to the practice of Council to not always require approval of land purchases, such as right-of-ways. The conclusion: It is a gray area, but land purchases lead to subsequent expenditures and should therefore probably come to Council. Having been at the approval cycles, he said there was not intent visible by anyone trying to do something wrong. We as a Council, should revisit the ordinance regarding the purchases of real property to see if the language should be tidied up. We should bring the purchase of 1 Bostick Circle back before the Community Services to see if Council wants to confirm or reject it.

Questions, comments and concerns of the Committee included the following:

- Apparently, we had two properties sold: Broad River Boulevard and Port Royal. Who bought it and for how much?
  - Mr. Sutton said the property on Broad River Boulevard sold for \$90,000.
- We sold a home and received \$90,000 for it and have a piece of property in the Town of Port Royal that we will receive 100% of the proceeds once it is sold.
- Where did the money from the sale of the property at Broad River go?
  - Ms. Spells said she did not know. That would be a question for Mrs. Holland.
- There is concern with the gray areas that Council is not seeing. The word “approval” might be being used loosely. It would be nice to see all DSN land purchases over the last two years.
- Didn't Council approve to purchase of four homes?
  - Ms. Spells said no, Council approved 3 homes.
- Revisions to the ordinance should be reviewed by the Public Facilities Committee.
- Staff needs to review the ordinance and bring forth their recommendation.
- The ordinance does not need to be revised, the ordinance was not followed.
  - Mr. Inglesse suggested having a real estate professional on staff. This is the part of the Code of Ordinances that individual could administer. We do

not need a change in the ordinance. We have a section on ratification, but even if it was done wrong.

- There were questions on the legality of the deed filed by Josh Gruber as County Attorney.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Fobes, that the Committee table the discussion of the acquisition of property located at 1 Bostick Circle for the Beaufort County Disabilities and Special Needs Department home.

**Motion to amend by addition:** It was moved by Mr. Glover as the maker of the main motion, seconded by Mr. Fobes as seconder, that the motion include a review by the Legal Department of the ordinance and resolution, and bringing forth a recommendation on this property. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Fobes, Mr. Glover, and Mrs. Howard. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Committee table the discussion of the acquisition of property located at 1 Bostick Circle for the Beaufort County Disabilities and Special Needs Department home and direct the Legal Department to review the ordinance and resolution and bring forth a recommendation to the Committee on this property.

#### **8. Consideration of Reappointments and Appointments / Disabilities and Special Needs Board**

**Status:** No action at this time.

#### **9. Consideration of Reappointments and Appointments / Library Board**

**Status:** No action at this time.

## FINANCE COMMITTEE

October 8, 2018

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

The Finance Committee met Monday, October 8, 2018 beginning at 1:30 p.m., in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Jerry Stewart and Vice Chairman Michael Covert and members Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, and Stu Rodman present. Non-committee members York Glover, Alice Howard and Paul Sommerville 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: Jim Beckert, Auditor; Angel Bowers, Assistant Disaster Recovery Coordinator; Pamela Cobb, Disaster Recover Coordinator; Phil Foot, Assistant County Administrator – Public Safety; Jack Fulman, PALS Ground Maintenance; Patrick Hill, Director, Systems Management Department; Alicia Holland, Assistant County Administrator–Finance; Chris Inglese, Assistant Attorney; Tom Keaveny, County Attorney and Interim County Administrator; Eric Larson, Division Director – Environmental Engineering and Land Management; Shannon Loper, PALS Director; Jon Rembold, Airports Director; Dave Thomas, Purchasing Director.

Public: Shawn Epps, F&ME Consultants; and Joe Passiment, Council-elect District 6.

Media: Joe Croley, *Lowcountry Inside Track*

Councilman Stewart chaired the meeting.

### ACTION ITEMS

1. **Consideration of Contract Award / Airfield Lighting and Electrical Rehabilitation, Beaufort County Airport (Lady's Island)**
  - Walker and Whiteside, Greenville, South Carolina / \$905,982
  - Talbert, Bright and Ellington, Charlotte, North Carolina / \$159,316

**Discussion:** Mr. Jon Rembold, Airports Director, reviewed this item with the Committee. Beaufort County issued an Invitation for Bids (IFB) to contractors capable of providing airfield lighting replacement services. The airfield at Beaufort County Airport was inundated during both Hurricane Matthew and Tropical Storm Irma. The electrical system (which powers airfield

lighting, navigational aids, and the like) has suffered extensive damage and can no longer be repaired piecemeal. The entire system will be replaced via this project.

Per Federal Aviation Administration (FAA) Grant requirements, this project requires a full-time resident project representative who will observe the project work and provide documentation of required quality assurance testing. Reports of the tests performed will be delivered, along with a summary of all tests accomplished at project closeout to the FAA, certifying compliance with design plans and specifications.

The bids were reviewed and evaluated by staff and it was determined that Walker and Whiteside of Greenville, South Carolina, was the lowest responsible/responsive bidder.

The Beaufort County Airports Board finds this contract award and work authorization acceptable and has forwarded this item to the Finance Committee for approval.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee recommend Council approve the award of a contract to Walker & Whiteside, Greenville, South Carolina in the amount of \$905,982 and approval of Work Authorization 18-05 to Talbert, Bright and Ellington (TBE), Charlotte, North Carolina in the amount of \$159,316 for airfield lighting replacement services. Funding is as follows: 90% FAA AIP Grant 14, 5% SSCAC Grant, and 5% Beaufort County Airport (Lady's Island) Proprietary Fund. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council approve the award of a contract to Walker & Whiteside, Greenville, South Carolina in the amount of \$905,982 and approval of Work Authorization 18-05 to Talbert, Bright and Ellington (TBE), Charlotte, North Carolina in the amount of \$159,316 for airfield lighting replacement services. Funding is as follows: 90% FAA AIP Grant 14, 5% SSCAC Grant, and 5% Beaufort County Airport (Lady's Island) Proprietary Fund.

## **2. Consideration of Contract Award / Smith Turf and Irrigation, Charlotte, North Carolina, Three Toro Commercial Wide-Area Mowers, Parks and Leisure Services Department / \$213,433.90**

**Discussion:** Mr. Dave Thomas, Purchasing Director, and Ms. Shannon Loper, PALS Director, reviewed this item with the Committee. The Purchasing Department received a request from the PALS Director to purchase three new 2018 Toro Ground Master 4000-D commercial wide area mowers from Smith Turf and Irrigation of Charlotte, North Carolina, a state contract vendor. Prior to PALS taking over Parks Ground Maintenance, Beaufort County possessed three commercial wide area mowers in the fleet. Parks Ground Maintenance for PALS is currently in need of three wide area mowers – one for each area of the County (Beaufort, Bluffton and Hilton Head Island) in order to properly maintain facilities. Repair totals for all three wide area mowers have exceeded \$80,000 since their purchase. Two out of the three large mowers are no longer

operable. First Vehicle has recommended the replacement of all three wide area mowers, along with going with a different brand of mower.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Flewelling, that Committee recommends Council approve the purchase of three new 2018 Toro Ground Master 4000-D commercial wide area mowers from Smith Turf and Irrigation of Charlotte, North Carolina, a state contract vendor, in the amount of \$213,433.90. Funding will come from Account 26520011-54450, Parks and Leisure Services (PALS) Impact Fees, Bluffton. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council approve the purchase of three new 2018 Toro Ground Master 4000-D commercial wide area mowers from Smith Turf and Irrigation of Charlotte, North Carolina, a state contract vendor, in the amount of \$213,433.90. Funding will come from Account 26520011-54450, Parks and Leisure Services (PALS) Impact Fees, Bluffton.

### **INFORMATION ITEMS**

#### **3. Update / Available 2018 Accommodations (2% State) Tax Monies**

**Discussion:** Committee Chairman Jerry Stewart stated we receive approximately \$750,000 per year from the 2% State Accommodations Tax. We have approximately \$16,000 carryover from the previous year. There is approximately \$490,000 available to appropriate to the Accommodations Tax Board for allocation in FY2018-2019.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee direct the Accommodations Tax (2% State) Board to bring forth appropriation recommendations in the amount of \$490,000 for the distribution of 2% Accommodations Tax dollars. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee directs the Accommodations Tax (2% State) Board to bring forth appropriation recommendations in the amount of \$490,000 for the distribution of 2% Accommodations Tax dollars.

#### **4. Status of Year-End Closing Schedule for the Period Ended June 30, 2018 (FY2018)**

**Discussion:** Mr. Tom Keaveny, County Attorney and Interim County Administrator, provided the Committee with an update on the fiscal year end closing schedule for the period ended June 30, 2018. Everything is on track for the CAFR to be complete by the end of the year.



**Status:** Information only.

## **5. Discussion / Daufuskie Island Fire Station Hardening Grant Award**

**Discussion:** Ms. Angel Bowers, Assistant Disaster Recover Coordinator, reviewed this item with the Committee. The Daufuskie Island Fire Department (DIFD) Retrofit Project has been awarded by South Carolina Emergency Management Division. This project is awarded under the 2017 Pre-Disaster Mitigation Grant Program. This Project will install protective shutters to the Daufuskie Island Fire Station and auxiliary building's windows, doors and bay doors. The roll-down shutter tracts will be able to be securely attached to the concrete block walls, not the existing window frames, ensuring that the structure will withstand the forces transferred from the shutters to the building in hurricane conditions. With the shutter system installed, not only will Daufuskie Island Fire personnel and Beaufort County EMS personnel be able to shelter in-place, but in the event a disaster befalls the Island and does not allow islanders and visitors to evacuate by ferry, the Fire Station will be the safest place for people to shelter, and could therefore result in the preservation of human life.

The cost of the project is \$82,787.41 with a Federal Share of \$62,090.56 and a non-federal share of \$20,696.85. The non-federal share will be split between the Daufuskie Island Fire Department and Beaufort County. The DIFD will cover 70% (\$14,488) and Beaufort County would cover 30% (\$6,209). It is recommended the Beaufort County 30% portion of the grant match come from the County Council's general fund. The project must be completed within a 26-week time period and completed no later than March 22, 2021.

Mr. Flewelling inquired as to the number of people this Station could shelter in the event of a disaster.

Mr. Bowers will ask the Daufuskie Island Fire Chief to provide him with that information.

*(Per an email from Angelica Bowers on 10/12/18, Ms. Bowers forwarded the answer from Geoffrey Brunning: "I haven't measured the fire house but if we assume that the available space is 5000 sq. ft. then I would use the occupancy load factor (IBC) and NFPA 101 IBC for classrooms which is 20 sq. ft. per person. That would give us an occupancy in an emergency of 250 people. In an absolute disaster scenario, with standing space only, the IBC is reduce to 5 sq. ft. per person, giving us 1000 people.")*

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Committee approve \$6,209 from the General Fund for Beaufort County's portion of the grant match for the Daufuskie Island Fire Department Retrofit Grant Project. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee approved \$6,209 from the General Fund for Beaufort County's portion of the grant match for the Daufuskie Island Fire Department Retrofit Grant Project.

## 6. Consideration of Reappointments and Appointments / Airports Board

**Recommendation:** Council nominate Brian Turessi, representing the Town Hilton Head Island, to serve on the Airports Board.

## 7. Discussion / Potential Adjustments to Council Compensation

**Discussion:** Council Chairman Sommerville reviewed this item with the Committee. A list County Council compensation in both South Carolina Tier 1 and Tier 2 counties was provided, with the average salary being \$14,900. Beaufort County Council has not had a salary increase in the last 12 years, but a cap was put on the number of meetings for stipends.

Mr. Flewelling said Council participates in the cost of living increase and other mandates, but what never changes is the \$40 stipend. He suggested maybe changing the amount of the stipend, but keep the cap in place.

Mr. Fobes wanted to know if there were any comparable for meeting stipends in other counties. Also, do all other counties provide insurance?

Mr. Stewart said other counties include mileage in their stipend. Do all other counties provide mileage?

Mr. Sommerville said counties with discretionary do not provide stipends, but they all provide mileage.

Mr. Caporale suggested including the Board of Education in with the discussions, because they deserve a raise to and have not received since 1996.

Mr. Rodman said we are in a position to show support of the School District including pay increase in the budget request.

Mr. Rodman suggests taking some of the smaller counties out of the list and the average would be approximately \$18,000 per year in base salary. It is fair for those that do not hit the cap for stipend, for the amount to be included in their base salary.

**Motion:** It was moved by Mr. Rodman, seconded by Mr. Dawson, that the Committee recommend Council increase Council Salary by \$2,500. The vote: YEAS –Mr. Dawson, Mr. Rodman and Mr. Sommerville. NAYS – Mr. Caporale, Mr. Cover, Mr. Flewelling and Mr. Fobes. ABSTAIN – Mr. Stewart. The motion failed.

**Status:** No action was taken.

## 8. Executive Session

- **Discussion of negotiations incident to proposed contractual arrangements (Strategic Plan Facilitator)**

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Committee go immediately into executive session for the purpose of discussion of negotiations incident to proposed contractual arrangements (Strategic Plan Facilitator). The vote: YEAS - Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee went into executive session for the purpose of discussion of negotiations incident to proposed contractual arrangements (Strategic Plan Facilitator).

## 9. Matters Arising Out of Executive Session

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Covert, that the Committee approve a contract to Thomas P. Miller for consultation services for Beaufort County Annual Retreat scheduled for February 2019. The vote: YEAS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, and Mr. Rodman. NAYS – Mr. Stewart. ABSTAIN – Mr. Caporale. The motion passed.

**Status:** Committee approved a contract to Thomas P. Miller for consultation services for Beaufort County Annual Retreat scheduled for February 2019.

## 10. Off Agenda Discussion / Work Session

**Discussion:** The Committee discussed the possibility of a future work session and the items that would be discussed at that time to include funding of Solicitors Office prosecution of DUIs in Magistrate Court and proposed financial policies.

Mr. Rodman distributed to the Committee his thoughts and comments regarding the financial policies.

**Status:** Information only.

## NATURAL RESOURCES COMMITTEE

October 15, 2018

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

The Natural Resources Committee met Monday, October 15, 2018 beginning at 2:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Tabor Vaux, and members Rick Caporale, Steven Fobes, York Glover and Alice Howard present. Member Gerald Dawson absent. Non-committee member Michael Covert and D. Paul Sommerville also 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: Eric Greenway, Director, Community Development Department; Chris Inglese, Assistant County Attorney; Tom Keaveny, Interim County Administrator and County Attorney; Eric Larson, Division Director—Environmental Engineering and Land Management; Rob Merchant, Deputy Director, Community Development Department; Dan Morgan, Mapping and Application Director; Stephanie Nagid, Passive Parks Manager; Dave Thomas, Purchasing Director.

Public: Robert Graves; Barry Johnson, Attorney; Nancy Johnson; Mary Lohr, Law Firm of Howell, Gibson and Hughes; and Jennifer Sharp, Beaufort Indivisible

Media: Joe Croley, *Lowcountry Inside Track*.

Committee Chairman Brian Flewelling chaired the meeting.

### ACTION ITEMS

- 1. Discussion / Consideration of a Resolution Supporting the National Association of Counties' (NACo) Initiatives Related to Water Quality and Waters of the U.S. (WOTUS)**

**Discussion:** Councilman Michael Covert reviewed this item with the Committee. The National Association of Counties (NACo) is reaching out to counties and asking for support of the re-write of the “Waters of the US” (WOTUS) Rule, as evidenced in Executive Order 13778 by President Trump. They are asking counties to support advocating for the US Environmental Protection Agency and the US Army Corps of Engineers to rewrite the 2015 “WOTUS” rule in a way that recognizes counties’ role as owners of key public safety and water infrastructure as intergovernmental partners in implementing federal regulations under the Clean Water Act. They

are asking for such action by way of a resolution by county council or a letter from the committee and council, sent to the Committees of Jurisdiction.

Mrs. Howard feels the resolution as written, needs some editing and contains things that are not applicable to our area. We should think about this in more detail and not take a “shot gun” approach on adopting the proposed resolution.

Mr. Covert said instead of having every county having a different resolution, the desire is to have a comprehensive resolution being sent, regardless of whether they are specific to our area or not. This resolution shows unified support from various areas.

Mr. Flewelling asked to be provided a copy of the proposed resolution. He would like to forward this item to the Council for adoption. Any revisions can be made at that time.

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee recommend Council adopt a resolution supporting the National Association of Counties’ (NACO) Initiatives related to Water Quality and Waters of the U.S. (WOTUS). The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council adopt a resolution supporting the National Association of Counties’ (NACO) Initiatives related to Water Quality and Waters of the U.S. (WOTUS).

**2. Consideration of Contract Award to WLA Studio of Athens, Georgia for \$215,555 to Create a Master Plan for the Twenty-Three Upland Acres of Historic Mitchelville Freedom Park**

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Beaufort County Council is soliciting competitive sealed proposals from qualified and creative design teams to create a Master Plan for the 23 upland acres of Historic Mitchelville Freedom Park located on Hilton Head Island, South Carolina. On June 20, 2018, Beaufort County received six proposals for the Mitchelville Preservation project.

The evaluation committee evaluated the proposals from six firms and after initial evaluation invited the top four firms for interviews. WLA Studio in Athens, Georgia was ranked the number one firm by the evaluation committee.

**Motion:** It was moved by Mr. Glover, seconded by Mrs. Howard, that Committee recommend Council approve a contract award to WLA Studio in Athens, Georgia, for Mitchelville Preservation Project Services in the amount of \$215,555. Funding will come from Beaufort County Community Development Department, Rural and Critical Land Preservation Program, Account 4500011-51160. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve a contract award to WLA Studio in Athens, Georgia, for Mitchelville Preservation Project Services in the amount of \$215,555. Funding will come from Beaufort County Community Development Department, Rural and Critical Land Preservation Program, Account 45000011-51160.

### **3. Discussion / Graves – Pepper Hall Development Agreement**

Mr. Vaux recused himself and left the room, and was not present during any of the discussions regarding Graves-Pepper Hall Development Agreement.

**Discussion:** Mr. Eric Greenway, Director, Community Development Department, provided with a Development Agreement Summary and a Map relative to this agenda item, and reviewed the item with the Committee. He provided a review of the Developer verse Beaufort County obligations within this Development Agreement.

Mr. Barry Johnson, attorney for the Graves family, spoke before the Committee about the open space, jurisdictional wetlands and green areas for passive parks. There will be a substantial amount of open space. He also spoke about the County's right to first refusal, quantified cost share, engineer data, water access, barn property site, public access, time frame

**Motion:** It was moved by Mr. Glover, seconded by Mr. Fobes, that Committee recommend Council approve, on first reading by title only, a Pepperhall Development Agreement. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. Mr. Vaux recused himself and left the room, and was not present during any of the discussions regarding Graves-Pepper Hall Development Agreement. The motion passed.

**Recommendation:** Council approve, on first reading by title only, a Pepper Hall Development Agreement.

### **4. Discussion / Adoption of a Resolution Regarding the Proposed Passive Park Work Plan**

**Discussion:** Mr. Eric Greenway, Director, Community Development Department, introduced Ms. Stephanie Nagid, Passive Parks Manager, Community Development Department, who provided the Committee with an overview of the Passive Park Public Use Work Plan, which would need to be adopted by resolution. The Public Opinion Survey and Stewardship report was completed in 2016 indicating 86% in support of land to be publicly accessible, with the top activities including nature-based activities. The Passive Parks Manager was hired in March 2018.

She stated there are recreation opportunities on Rural and Critical Land Program properties. In looking at the Passive Park Program, the following needs were found: Work Plan, Ordinance, and Standards.

The Passive Park Work Plan defined roles and responsibilities of various departments and groups, defines basic property needs and program standards, lists and summarizes individual properties, and prioritizes passive park improvement projects. The Plan would be updated regularly as properties are acquired and developed.

Based on the feedback received, citizens did not have any specific edits to the Work Plan. The majority of attendees voiced approval and support of the Work Plan and use of properties for passive recreation. Many attendees voiced concerns about properties the County doesn't own. We need to brand and distinguish County Parks from municipality parks. Many attendees also voice legacy issues regarding lack of transparency. There is a need and support for stakeholder workshops during the planning process and information online for ease of access, as well as the need for thorough and thoughtful discussion regarding a passive park advisory body. Many attendees asked about the budget, which we need to fine-tune revenue generating opportunities and discuss other forms of funding allocation.

Questions, comments and concerns of the Committee included:

- The need to provide definitions and define acronyms.
- The need for education opportunities.
- Add a column for existing and opportunities for friends' group in the priority table.
- Maintenance and operations – need the ability for friends' groups to be obligated/allowed.

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee recommend Council approve the proposed Passive Park Work Plan, subject to the suggested changes made by the Committee. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve the proposed Passive Park Work Plan.

## **5. Discussion / Proposed Passive Park Ordinance**

**Discussion:** Ms. Stephanie Nagid, Passive Parks Manager, Community Development Department, provided the Committee an overview of the proposed Passive Park Ordinance.

Questions, comments and concerns of the Committee included:

- The concern of allowing concealed firearms to be carried on passive parks.
- Concern about the caliber of weapons allowed to be used on passive parks.
- The inclusion of the passive recreation definition within the ordinance.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Caporale, that Committee recommend Council approve on first reading the proposed passive park ordinance, subject to the recommended revisions made by the Committee. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve on first reading the proposed passive park ordinance, subject to the recommended revisions made by the Committee.

## 6. Release / Abandonment of Easements at Oyster Street

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering and Land Management, reviewed this item with the Committee. On or about April 7, 2009, Stiles Harper, Jr., Agreed to the deed Beaufort County a thirty-foot drainage easement located across the middle of real property identified as TMS No. R600 039 00C 153A 0000 in connection with the construction of a drainage ditch. The drainage easement was recorded with the Beaufort County Register of Deeds on April 13, 2009 at Book 2831 / Pages 1939-1941. Beaufort County Stormwater was unable to construct or maintain the ditch due to the obstruction in the easement area.

The Stormwater Department has determined that a newly requested easement recorded on August 23, 2018 with the Beaufort County Register of Deeds at Book 3694 / Pages 1939-1941 shall replace the previously recorded easement on the property identified as TMS No. R600 039 00C 153A 0000. Staff recommends the Abandonment/Release of the easement recorded on April 13, 2009 at Book 2831 / Pages 1939-1941.

**Motion:** It was moved by Mr. Glover, seconded by Mrs. Howard, that Committee recommend Council approve on first reading an ordinance authorizing the relinquishment of an easement encumbering property identified as TMS No. R600 039 00C 152A 0000. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve on first reading an ordinance authorizing the relinquishment of an easement encumbering property identified as TMS No. R600 039 00C 152A 0000.

## 7. Condemnation Easement / Tracts 0003 and 04D Off Trask Parkway

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering and Land Management, reviewed this item with the Committee. The Stormwater Department often receives requests to maintain this regional significant system due to flooding issues along Trask Parkway. The process to obtain easements needed for this ditch system formally began in August 2016. The County has a recorded easement from Tract 003B, but the property owner for both Tracts 003 and 048D has denied granting easement. Councilman Dawson has been instrumental in the efforts to acquire the drainage easements and recommends condemnation of the remaining tracts.



**Motion:** It was moved by Mr. Glover, seconded by Mr. Caporale, that Committee recommend Council adopt a resolution authorizing the relinquishment of an easement encumbering property identified as TMS No. R600 039 00C 152A 0000. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve on first reading an ordinance authorizing the relinquishment of an easement encumbering property identified as TMS No. R600 039 00C 152A 0000.

#### **8. Discussion / Approval Funding and Budget Amendment for the Evergreen 319 Grant Project**

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering and Land Management, reviewed this item with the Committee. He provided a copy of the amended grant application. This is a proposal for a stormwater pond which would intercept the water from Highway 170. We have applied for the grant, and awarded a partial grant. The \$690,000 remainder, would come out of Stormwater Utility Fees. Staff recommends Council accept the grant and the interdepartmental fund transfer from the Stormwater Reserve Fund to the Stormwater Capital Fund.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Fobes, that Committee recommend Council accept the Evergreen 319 Grant, approve funding in the amount of \$460,000 (total project cost \$490,000) and approve an interdepartmental fund transfer of \$100,000 from the Stormwater Reserve Fund to the Stormwater Capital Fund to fund the design of this Project. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council accept the Evergreen 319 Grant, approve funding in the amount of \$460,000 (total project cost \$490,000) and approve an interdepartmental fund transfer of \$100,000 from the Stormwater Reserve Fund to the Stormwater Capital Fund to fund the design of this Project.

#### **9. Consideration of Reappointments and Appointments / Rural and Critical Lands Preservation Board**

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Caporale, that Committee recommend Council nominate Mr. Douglas Koop, representing Council District 5, to serve on the Rural and Critical Lands Preservation Board, subject to receipt of Voter Registration ID approval prior to the final approval. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council nominate Mr. Douglas Koop, representing Council District 5, to serve on the Rural and Critical Lands Preservation Board, subject to receipt of Voter Registration ID approval prior to the final approval.

## **10. Consideration of Reappointments and Appointments / Zoning Board of Appeals**

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Fobes, that Committee recommend Council nominate Mr. Bernard Rivers to serve as a member of the Zoning Board of Appeals. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council nominate Mr. Bernard Rivers to serve as a member of the Zoning Board of Appeals.

## **INFORMATION ITEMS**

### **11. Update / Previous Planning Commission Meeting**

**Discussion:** Mr. Eric Greenway, Director, Community Development Department, provided the Committee with an update from the September 6, 2018 meeting of the Planning Commission. The Commission discussed an appeal of the Staff Review Team, the proposed passive park ordinance and work plan, and an amendment to the Daufuskie Island Plan.

**Status:** Information only.

### **12. Update / Previous Southern Lowcountry Regional Planning Commission Meeting**

**Discussion:** Mr. Eric Greenway, Director, Community Development Department, provided the Committee an update on the last meeting of the Southern Lowcountry Regional Planning Commission (SOLOCO) meeting. At that meeting, the Commission heard a report on affordable housing and discussed the issues in various areas are facing.

**Status:** Information only.

### **13. Executive Session**

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Howard, that Committee go immediately into executive session for receipt of legal advice relating to pending, threatened or potential claims arising from a development agreement for River Oaks. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Status:** Committee went into executive session regarding discussions for receipt of legal advice relating to pending, threatened or potential claims arising from a development agreement for River Oaks.

#### **14. Matters Arising Out of Executive Session**

**Status:** There were no matters arising out of executive session.

#### **15. Update / Battery Creek 319 Grant Project Funding and Unpaid Invoices**

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering and Land Management, reviewed this item with the Committee. This is an existing pond that was modified to be a stormwater pond two years ago. The City invoiced us in the amount of 205,136.92 for our half of the cost of the construction. We never received the invoice until recently. We have an MOU with the City saying we would pay 50% of the construction. This money was in our budget two years ago, it was unspent, and the County rolled the money out of capital and into reserves. This is for information only.

**Status:** Information only.

#### **16. Discussion / Approval for Increased Design Budget for the Brewer Memorial Park Stormwater Demonstration Project**

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering and Land Management, reviewed this item with the Committee. This would be an expansion of the scope of the Brewer Memorial Park design scope to include existing County-owned parcel to the west of the original parcel. The Scope would include multiple BMP's extending across the two parcels and stabilization of the old bait pond banks. The authorization includes additional survey, design and permitting services required for the second parcel and would cost an additional \$27,800 for Ward Edwards Project 170400A.

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Howard, that the Committee approve Change Order 1 for the increased design budget for the Brewer Memorial Park Stormwater Demonstration Project in the amount of \$27,800. The vote: YEAS –Mr. Flewelling, Mr. Fobes, Mr. Glover and Mrs. Howard. NAYS – Mr. Vaux. ABSTAIN – Mr. Caporale. ABSENT – Mr. Dawson. The motion passed.

**Status:** Committee approve Change Order 1 for the increased design budget for the Brewer Memorial Park Stormwater Demonstration Project in the amount of \$27,800.

#### **17. Discussion / Extension of Intergovernmental Agreement for the Stormwater Utility with the City of Beaufort**

**Status:** This item was delayed.

#### **18. Consideration of Reappointments and Appointments / Historic Preservation Review Board**

**Status:** No action at this time.

**19. Consideration of Reappointments and Appointments / Southern Beaufort County Corridor Beautification Board**

**Status:** No action at this time.

**20. Consideration of Reappointments and Appointments / Stormwater Management Utility Board**

**Status:** No action at this time.

DRAFT

Boards and Commissions  
 Reappointments and Appointments  
 November 5, 2018

**1. Natural Resources Committee**

***Rural and Critical lands Board***

<u>NominateD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.22.18	Douglas Koop	Council District 5	Appoint	6/11	Partial Term	2/21

***Zoning Board of Appeals***

<u>NominateD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.22.18	Bernard Rivers	Northern Beaufort County	Appoint	6/11	Partial Term	2/21

## Sheldon Fire District

DEBT SERVICE REQUIREMENTS				TOTAL DEBT SERVICE	MILLAGE RATE	AD VALOREM	Estimated	Calculated
EXISTING LOAN #1	EXISTING LOAN #2	PROPOSED LOAN #3	TAX REVENUES			Value of 1 Mil	Value of 1 Mil	
FY 2018	\$ 10,112	\$ 61,934	\$ -	\$ 72,046	3.21	\$ 107,284	\$ 35,228	\$ 33,422
FY 2019	\$ 10,112	\$ 61,934	\$ -	\$ 72,046	3.21	\$ 115,339	\$ 37,873	\$ 35,931
FY 2020	\$ 10,112	\$ 61,934	\$ 84,715	\$ 156,761	4.36	\$ 156,761		
FY 2021	\$ 10,112	\$ -	\$ 84,715	\$ 94,827	2.64	\$ 94,827		
FY 2022	\$ 10,112	\$ -	\$ 84,715	\$ 94,827	2.64	\$ 94,827		
FY 2023	\$ 10,112	\$ -	\$ 84,715	\$ 94,827	2.64	\$ 94,827		
FY 2024	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2025	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2026	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2027	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2028	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2029	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2030	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2031	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2032	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2033	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
FY 2034	\$ -	\$ -	\$ 84,715	\$ 84,715	2.36	\$ 84,715		
	\$ 50,560	\$ 123,868	\$ 1,270,725	\$ 1,445,153				

Sheldon Fire District's Debt Service Fund Balance as of June 30, 2017, was \$39,382.

### Notes:

Fiscal Year 2019 revenues and value of 1 mil are projected, not actual. Fiscal Years 2020 - 2034 are projections based on Fiscal Year 2019 mil value staying constant.

The estimated value of 1 mil is derived using the County Assessor's projections in the spring of each year to estimate the value of 1 mil for each taxing district in Beaufort County. The estimated value of 1 mil does not account for appeals, changes in valuation, adjustments, exemptions, etc. that can occur throughout each tax year.

The calculated value of 1 mil is derived using the fiscal year's ad valorem tax revenues divided by the approved millage rate to determine the revenue producing value of 1 mil.

**SE-370  
NOTICE OF INTENT TO AWARD**

**AGENCY:** SHELDON FIRE DISTRICT

**PROJECT NAME:** IMPROVEMENTS TO SHELDON FIRE STATION 40

**PROJECT NUMBER:** 15-15

**POSTING DATE:** 10/1/2018

**TO ALL BIDDERS:**

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

**NAME OF BIDDER:** NEAL'S CONSTRUCTION LLC. 69 Robert Smalls Pkwy. Beaufort, SC 29406

**DATE BIDS WERE OPENED:** 7.31.18

**BID INFORMATION:**

<b>BASE BID AMOUNT:</b>		\$ <u>1,056,707.00</u>
<b>ALTERNATES:</b>	<b>#1</b>	<b>ACCEPTED</b> <input type="checkbox"/> \$ _____
	<b>#2</b>	<b>ACCEPTED</b> <input type="checkbox"/> \$ _____
	<b>#3</b>	<b>ACCEPTED</b> <input type="checkbox"/> \$ _____

**TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)):** \$ 948,510.98

**REMARKS** *(explain any negotiations that resulted in a change in any Bid amounts):* VALUE ENGINEERING

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

  
(Architect/Engineer Signature)

John B. Crouch III, Architect  
(Print or Type Name)

**INSTRUCTIONS TO THE AGENCY:**

1. Post a copy of this form at the location specified by the instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders.



**Branch Banking & Trust Company**

Governmental Finance

1201 Main Street 7<sup>th</sup> Floor  
Suite 700  
Columbia, SC 29201  
Office: (803) 251-1328

October 8, 2018

Chief Buddy Jones  
Fire Chief  
Sheldon Township Fire District

VIA Email: [bjones@bcgov.net](mailto:bjones@bcgov.net)

Dear Chief Jones:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by Sheldon Township Fire District ("District").

- (1) **Project:** Fire Station Lease Purchase
- (2) **Amount to Be Financed:** \$948,510.98
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>Bank Qualified Rate</u>
15 Years	3.90%

Principal and interest payments shall be annual in arrears, as requested.

The interest rate stated above is valid for a closing not later than November 19, 2018. Closing of the financing is contingent upon completing documentation acceptable to BB&T. The proceeds of this transaction will be deposited in a Project Fund Account with BB&T at the time of closing.

All applicable taxes, permits, costs of lawyers for the District and any other costs shall be the District's responsibility and separately payable by the District. We offer two prepayment options for the City. The first option allows for the transaction to be prepayable in whole at any time with a one percent prepayment penalty. As an alternate redemption provision, the City may elect for the transaction to be noncallable for the first half of the term and prepayable in whole at any time without penalty thereafter.

The stated interest rate assumes that the District expects to borrow no more than \$10,000,000 in calendar year 2018 and that the financing shall qualify as qualified tax-exempt financing under the Internal Revenue Code. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not qualified tax-exempt financing.

BB&T will require audited financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.



**(4) Financing Documents:**

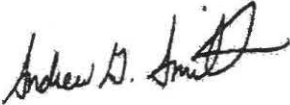
BB&T proposes to use its standard form financing contracts and related documents for this installment financing. The documents will include a Base Lease and Project Lease Agreement to be drafted by BB&T's counsel. Our bank counsel fee for generating documents will not exceed \$3,500. This financing shall be secured by a leasehold lien on the project. We understand that the station will be constructed on land already owned by the District. We also understand and require that the financing must be approved by Beaufort County Council prior to funding.

BB&T shall have the right to cancel this offer by notifying the District of its election to do so (whether or not this offer has previously been accepted by the District) if at any time prior to the closing there is a material adverse change in the District's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the District or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T.

BB&T appreciates the opportunity to make this financing proposal. Please call me at 803-251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

***Branch Banking & Trust Company***



Andrew G. Smith  
Senior Vice President

Enclosure(s)

Sheldon Fire District

Compound Period ..... : Annual

Nominal Annual Rate .... : 3.900 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2018	948,510.98	1		
2 Payment	10/15/2019	84,714.68	15	Annual	10/15/2033

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/15/2018				948,510.98
2018 Totals	0.00	0.00	0.00	
1 10/15/2019	84,714.68	36,991.93	47,722.75	900,788.23
2019 Totals	84,714.68	36,991.93	47,722.75	
2 10/15/2020	84,714.68	35,130.74	49,583.94	851,204.29
2020 Totals	84,714.68	35,130.74	49,583.94	
3 10/15/2021	84,714.68	33,196.97	51,517.71	799,686.58
2021 Totals	84,714.68	33,196.97	51,517.71	
4 10/15/2022	84,714.68	31,187.78	53,526.90	746,159.68
2022 Totals	84,714.68	31,187.78	53,526.90	
5 10/15/2023	84,714.68	29,100.23	55,614.45	690,545.23
2023 Totals	84,714.68	29,100.23	55,614.45	
6 10/15/2024	84,714.68	26,931.26	57,783.42	632,761.81
2024 Totals	84,714.68	26,931.26	57,783.42	
7 10/15/2025	84,714.68	24,677.71	60,036.97	572,724.84
2025 Totals	84,714.68	24,677.71	60,036.97	
8 10/15/2026	84,714.68	22,336.27	62,378.41	510,346.43
2026 Totals	84,714.68	22,336.27	62,378.41	
9 10/15/2027	84,714.68	19,903.51	64,811.17	445,535.26
2027 Totals	84,714.68	19,903.51	64,811.17	
10 10/15/2028	84,714.68	17,375.88	67,338.80	378,196.46
2028 Totals	84,714.68	17,375.88	67,338.80	
11 10/15/2029	84,714.68	14,749.66	69,965.02	308,231.44
2029 Totals	84,714.68	14,749.66	69,965.02	

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**Sheldon Fire District**

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<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
12 10/15/2030	84,714.68	12,021.03	72,693.65	235,537.79
2030 Totals	84,714.68	12,021.03	72,693.65	
13 10/15/2031	84,714.68	9,185.97	75,528.71	160,009.08
2031 Totals	84,714.68	9,185.97	75,528.71	
14 10/15/2032	84,714.68	6,240.35	78,474.33	81,534.75
2032 Totals	84,714.68	6,240.35	78,474.33	
15 10/15/2033	84,714.68	3,179.93	81,534.75	0.00
2033 Totals	84,714.68	3,179.93	81,534.75	
Grand Totals	1,270,720.20	322,209.22	948,510.98	



**AERIAL VIEW LOOKING SOUTHEAST**



John B. Crouch III  
ARCHITECT

29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

**ADDITIONS & ALTERATIONS TO:  
SHELDON FIRE STATION 40**  
5 FIRE STATION LANE  
SHELDON, SC 29941



10.05.17



**VIEW LOOKING NORTHWEST FROM FIRE STATION LANE**



John B. Crouch III  
ARCHITECT

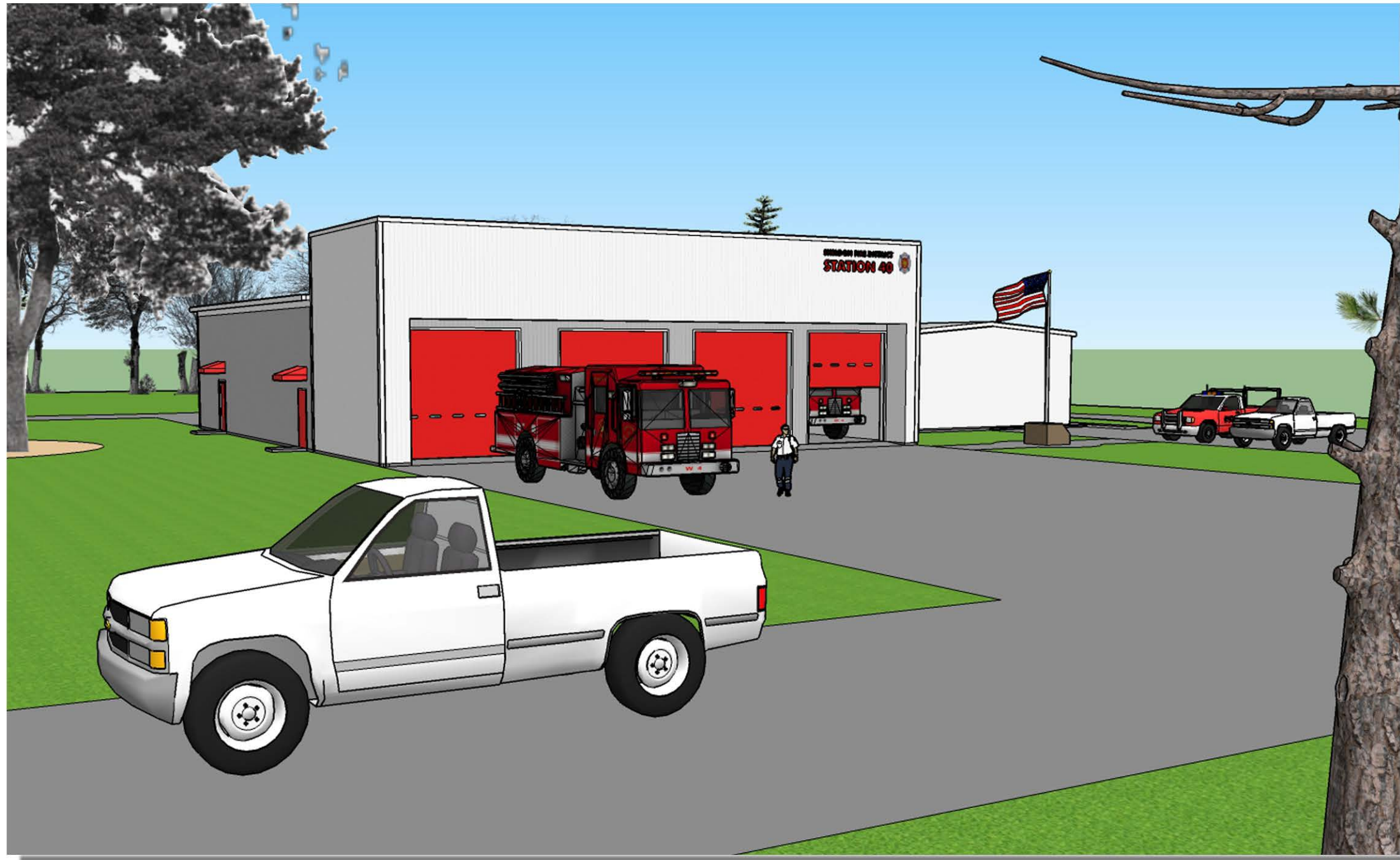
29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

**ADDITIONS & ALTERATIONS TO:  
SHELDON FIRE STATION 40**

5 FIRE STATION LANE  
SHELDON, SC 29941

10.05.17





**VIEW LOOKING NORTHEAST FROM FIRE STATION LANE**



John B. Crouch III  
ARCHITECT

29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

**ADDITIONS & ALTERATIONS TO:  
SHELDON FIRE STATION 40**

5 FIRE STATION LANE  
SHELDON, SC 29941

10.05.17





**VIEW LOOKING SOUTHEAST SHOWING DORMITORY & DAYROOM ADDITION**



John B. Crouch III  
ARCHITECT

29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

**ADDITIONS & ALTERATIONS TO:  
SHELDON FIRE STATION 40**

5 FIRE STATION LANE  
SHELDON, SC 29941

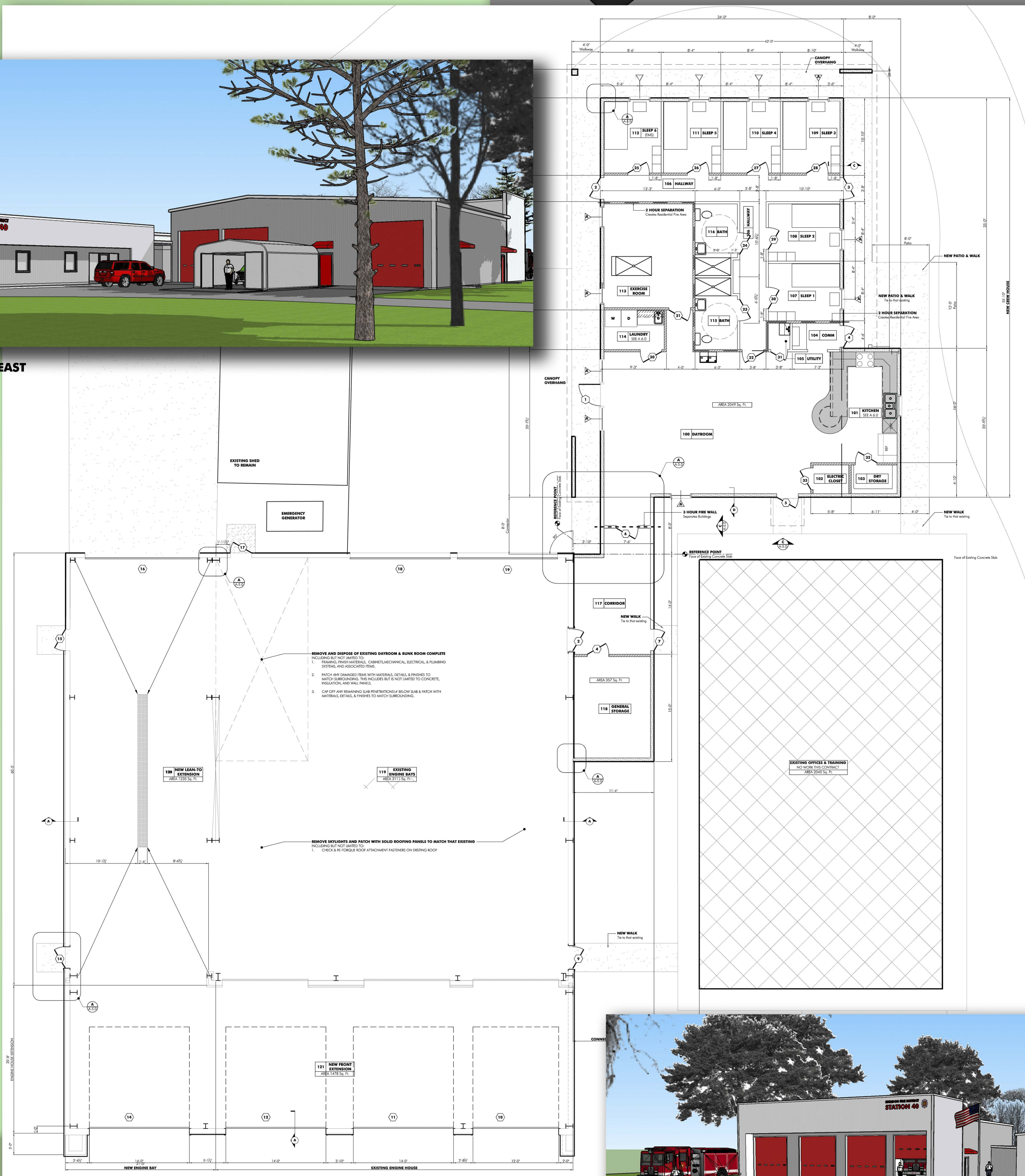
10.05.17



FRONT LOOKING NORTHEAST



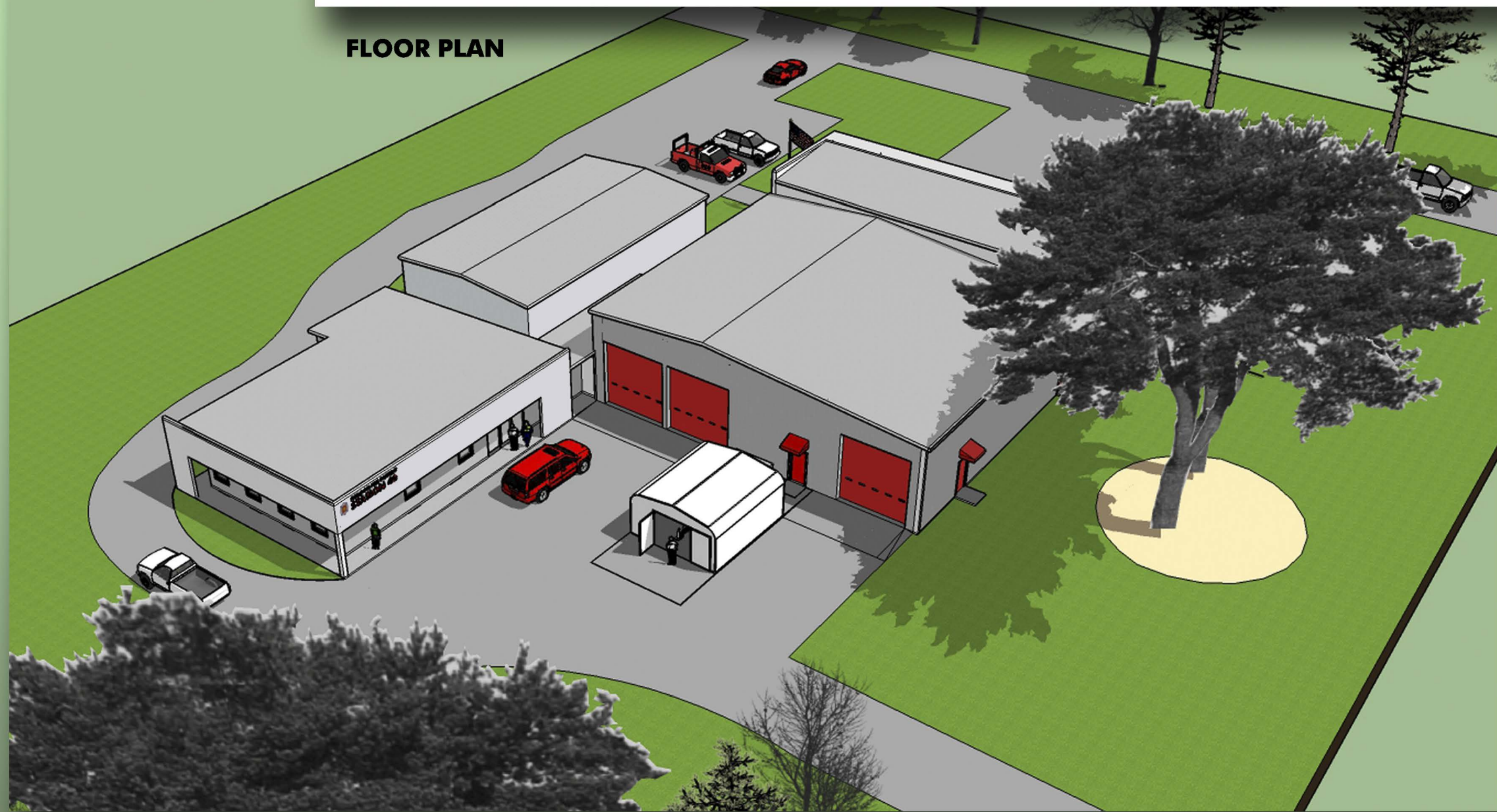
REAR LOOKING SOUTHEAST



FLOOR PLAN



FRONT FROM FIRE STATION LANE LOOKING NORTHWEST



AERIAL VIEW LOOKING SOUTHEAST



John B. Crouch III  
ARCHITECT

29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

IMPROVEMENTS TO:  
**SHELDON FIRE STATION 40**  
5 FIRE STATION LANE  
SHELDON, SOUTH CAROLINA 29941



10.19.17



**ORDINANCE 2018/\_\_\_**

**TEXT AMENDMENT TO THE BEAUFORT COUNTY ORDINANCES CHAPTER 18 ARTICLE III, BUSINESS AND PROFESSIONAL LICENSES, SECTION 54(A), DEDUCTIONS AND EXEMPTIONS, BY DELETING A PORTION OF THE CURRENT ORDINANCE TEXT**

**WHEREAS**, Beaufort County Council has voted to amend the current Beaufort County Ordinance to make clear the deductions and exemptions regarding business income;

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to amend the Beaufort County Ordinance Chapter 18 Article III Section 54(a) by deleting the stricken through portions of the text as follows:

Sec. 18-54 Deductions and Exemptions.

- (a) No deductions from gross income shall be made, except income from business done wholly outside of the county jurisdiction on which a license tax is paid to another county or a municipality, ~~or income which cannot be taxed pursuant to state law~~. The applicant shall have the burden to establish the right to a deduction by satisfactory records and proof. No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the county, unless exempted by state or federal law. The license official shall determine the appropriate classification and licensing for each business. No person shall be exempt from this article by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of the liability for the payment of any other tax by reason of the application of this article.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper Water & Sewer Authority has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County’s property; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new water and sanitary sewer infrastructure to occur as agreed upon by the County and Beaufort Jasper Water Sewer Authority.

Adopted this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**BLANKET EASEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Beaufort County** (hereinafter called Grantor) and the **Beaufort Jasper Water and Sewer Authority** (hereinafter called the "Authority").

**WITNESSETH** that, in consideration of One (\$1.00) Dollar received from the Authority, Grantor owning a tract or development known as **10 Pritcher Point Road** situated in the County of Beaufort, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the R.O.D. of said County:

SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE  
(Hereinafter referred to as "Development")

This being the same real property described in Beaufort County's R.O.D. office Deed Book 3194 at page 1874 on November 29, 2012.

Specific locations of all future water and wastewater lines are to be mutually agreed upon by both the Grantor and the Authority. Grantor agrees to keep the area immediately adjacent to the water and wastewater lines free of any encumbrances that might interfere with operation and maintenance of the water and wastewater lines.

The Grantor hereby grants and conveys to the Authority, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under any and all streets, alleys roads, or other public ways or places of said Development now existing or hereinafter laid out, various utility pipelines, manholes, hydrants, valves, meters and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public, or private systems, for the provision of the water and sewer services, together the right of ingress, egress, and access to and from such rights-of-way access and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install utility pipelines, manholes, hydrants, and valves and meters in said Development near the lot lines, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending ten (10') feet on either side of the center of the pipeline, manholes, hydrants, valves, and meters; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Authority in maintaining or repairing said utility pipelines, manholes, hydrants, valves, and meters shall be borne by the Authority, provided further, however that Grantor agrees for itself, its successors, and assigns, not to build or allow any structure to be placed on the premises in such a manner that will exist within ten (10) feet of center of the location of the water and wastewater lines in case such structure is built Grantor or successor or assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Authority herein. The parties to this Easement agree that if any repaving is required, said paving will be the sole responsibility of the Grantor. Notwithstanding the foregoing, the Authority will be responsible to repair and/or replace any other damage it causes to other utility lines serving the Development or any permanent improvement thereupon.





## EXHIBIT "A"

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

**DMP: R600 013 000 0373 0000**









Animal Shelter  
10 Pritchard Point Road

OKATIE HWY

PRITCHER POINT RD

HEFFAL

500 ft

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Hargray Communications Group, Inc, to locate telecommunications and internet infrastructure to service the new facility; and

**WHEREAS**, Hargray Communications Group, Inc. has requested that Beaufort County grant it a Non-Exclusive Telecommunications and Video and/or Broadband Facilities Easement to enter the County Parcel for the purpose of erecting, operating and maintaining Telecommunications and Video and/or Broadband infrastructure across portions of the County’s property; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

**WHEREAS**, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new telecommunications and internet infrastructure to occur as agreed upon by the County and Hargray Communication Group, Inc.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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



Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.





EXHIBIT "A"  
Easement and Access Area

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26,, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

**DMP: R600 013 000 0373 0000**



OKATIE HWY

Animal Shelter  
10 Pritcher Point Road

PRITCHER POINT RD

HEFFAL

500 ft

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED  
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 10  
PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority, to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper Water & Sewer Authority, Inc. has requested that Beaufort County deed a portion of the property for the purpose of installing a lift station more particularly shown as “BJWSA LIFT STATION, 1,600 sq. ft., 0.037 acres” on that certain plat prepared by T-Square Surveying, certified by William J. Smith, PLS, dated September 21, 2018 and attached hereto as Exhibit A; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on the attached Exhibit “A”; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:** the Interim County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described herein.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Atlas SC I SPE, LLC, a North Carolina limited liability company, dated November 26, 2012, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3194 at Page 1874.

TAX REF: R600 013 000 0373 0000 (PORTION OF)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this \_\_\_\_ day of \_\_\_\_\_,

2018.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
Notary Public signature

BEAUFORT COUNTY, a political  
Subdivision of the State of South Carolina

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )     PROBATE  
COUNTY OF BEAUFORT                    )

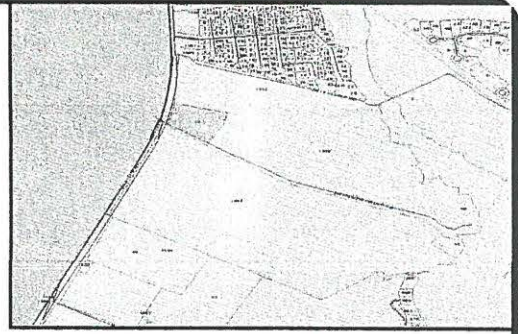
PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by \_\_\_\_\_ its \_\_\_\_\_, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:

\_\_\_\_\_  
witness signature

LINE TABLE		
LINE	LENGTH	BEARING
L1	108.31	S56°52'54"E
L2	34.74	N33°07'06"E
L3	220.24	N13°40'51"E
L4	42.20	N66°46'50"E
L5	32.60	S87°28'03"E
L6	15.29	S13°47'15"W
L7	118.89	S56°52'54"E
L8	49.74	N33°07'06"E
L9	212.74	N13°40'51"E
L10	31.27	N66°46'50"E
L11	26.18	S87°28'03"E
L12	40.00	S76°12'36"E
L13	40.00	S13°47'15"W
L14	40.00	N76°12'45"W
L15	40.00	N13°47'15"E



LOCATION MAP NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C4	38.85	54.50	38.04	N12°41'41"E	40°50'51"
C5	25.97	69.50	25.82	S02°58'34"W	21°24'36"
C6	49.55	69.50	48.51	N12°41'41"E	40°50'51"
C7	20.37	54.50	20.25	S02°58'34"W	21°24'36"

PARCEL 61  
N/F  
BEAUFORT COUNTY

OKATIE HIGHWAY R/W VARIES

IPF

C3

IPF  
1/2"  
REBAR

C2

IPF

C1

IPF  
1/2"  
REBAR

PK  
SET

S76°19'09"E

(SURVEY TIE LINE)  
180.32'  
N61°32'48"W

L12

L11

L10

L9

L8

L7

L6

L5

L4

L3

L2

L1

L19

L18

L17

L16

L15

L14

L13

L12

L11

L10

L9

L8

L7

L6

L5

L4

L3

L2

L1

L19

L18

L17

L16

L15

L14

L13

BJWSA LIFT STATION  
1,600 sq. ft.  
0.037 acres

15' LIFT STATION  
ACCESS EASEMENT

PARCEL 373  
#1533

(AREA INCLUDES LIFT STATION)  
271,262 sq. ft.  
6.227 acres

PARCEL 6  
N/F

LCP III LLC & J NATHAN DUGGINS III

LINE TABLE		
LINE	LENGTH	BEARING
L117	172.14'	N54°28'31"W
L118	153.39'	N55°08'38"W
L119	272.01'	N55°09'55"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3569.33	269.17	269.10	N14°41'27"E	4°19'15"
C2	3569.33	121.96	121.95	N11°33'06"E	1°57'28"
C3	3569.33	202.56	202.53	N08°56'49"E	3°15'05"

- NOTES: 1. According To FEMA Flood Insurance Rate Map # 450025 0055 D This Lot Appears To Lie In A Federal Flood Plain Zone C, Minimum Required Elevation N/A Ft. NGVD29
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper Authorities Prior To Design And Construction.

DIST. 600, MAP 13, PARCEL 373

REFERENCE PLAT(S):

A PLAT BY WILLIAM J. SMITH, DATED 8/2/2016, PREPARED FOR BEAUFORT COUNTY, JOB#95-089BD.

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

**BJWSA**

A BJWSA LIFT STATION ACQUISITION PLAT ON PARCEL 373 OKATIE HIGHWAY, DISTRICT 600, TAX MAP 13, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.

DATE: SEPTEMBER 21, 2018

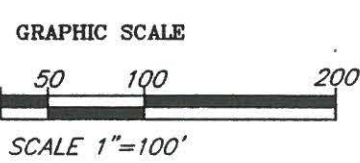


PROFESSIONAL LAND SURVEYORS  
P.O. Drawer 330  
139 Burnt Church Road  
Bluffton, S.C. 29910  
tsquare@hargray.com  
Phone 843-757-2650 Fax 843-757-5758

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

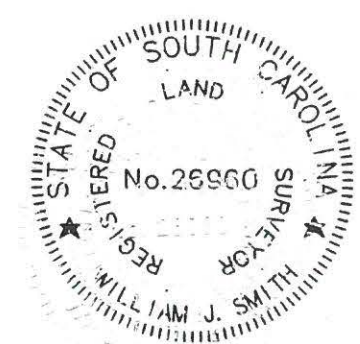
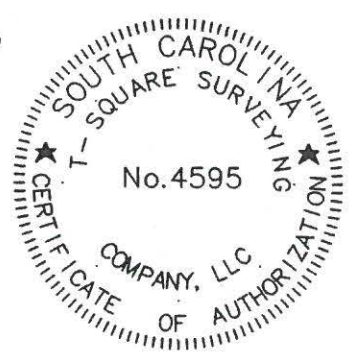
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE INDICATED

*[Signature]*  
WILLIAM J. SMITH, PLS # 26960



EXEMPT  
This plat of parcels is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Community Development Ordinance provided for in Division 7.2  
Section 7.2.70 (b)(7)(A)  
Date: 10/1/2018

BEAUFORT COUNTY SC-ROD  
BK 150 Pg 34  
INST# 2018053019 RCPT#907185  
DATE: 10/01/2018 01:07:06 PM  
REC FEES: \$0.00  
CO\$0.00 ST\$0.00 TR\$0.00



JOB # 95-089SE





Animal Shelter  
10 Pritchard Point Road

OKATIE HWY

PRITCHARD POINT RD

500 ft

HEFFAL

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A BILL OF SALE GRANTING OWNERSHIP OF CERTAIN INFRASTRUCTURE MATERIALS TO BEAUFORT JASPER WATER AND SEWER AUTHORITY RELATED TO THE ANIMAL SHELTER PROJECT**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper & Water Sewer Authority has requested that Beaufort County execute a Bill of Sale attached hereto and incorporated by reference as Exhibit “A” regarding equipment installed on County property for water and sanitary sewer infrastructure; and

**WHEREAS**, the list of materials being conveyed in the Bill of Sale and becoming an attachment to the real property and subject to maintenance by BJWSA is attached hereto and incorporated by reference as Exhibit “B”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Bill of Sale; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** that the Interim County Administrator is hereby authorized to execute the Bill of Sale as described herein.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:





## EXHIBIT B

### Water

- \_\_\_\_\_ LF of 8" DR18, C900 PVC waterline
- \_\_\_\_\_ LF of 6" DR18, C900 PVC waterline
- \_\_\_\_\_ LF of 4" PVC waterline
- 1 " service
- 2 fire hydrants
- 7 Associated gate valves/valve boxes

### Sewer

- \_\_\_\_\_ LF of 6" SDR-26 sewer line
- 2 Sanitary sewer manholes
- 1 Pump Station



Animal Shelter  
10 Pritchard Point Road

OKATIE HWY

PRITCHARD POINT RD

500 ft

HEFFAL

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE)**

**WHEREAS**, Beaufort County is the owner of Parcel Number R800 024 000 0032 0000 and also known as 15 Haig Point Road; and

**WHEREAS**, a portion of the above referenced parcel, the portion known as the Daufuskie Island Store is available for lease and John Hill wishes to lease the property from the County for the purpose of a general store; and

**WHEREAS**, the Interim County Administrator has negotiated a lease with John Hill for the use of the general store space; and

**WHEREAS**, it is necessary, in accordance with Beaufort County Code of Ordinances Section 2-514, for County Council to provide prior approval to the county administrator to lease property; and

**WHEREAS**, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island General Store to John Hill.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a portion of 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the portion known as the Daufuskie Island General Store to John Hill.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II, Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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



COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **John Hill**, whose mailing address is \_\_\_\_\_, \_\_\_\_\_, SC \_\_\_\_\_ hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** The Daufuskie Island Store located at 15 Haig Point Road, Daufuskie Island, SC on Parcel Number R800 024 000 0032 0000 and adjacent to Marshside Mama's.
- 2. TERM.** The term of this Lease shall be month to month.
- 3. RENT.** Tenant agrees to the following consideration in exchange for occupying the aforementioned premises: Tenant will (a) be responsible for maintaining the property including the bathrooms (including all necessary supplies), the well and the well house which are located thereon in a neat, clean and useable manner; (b) will keep the grass mowed, litter picked up, removed and the property free from hazards of all kinds; (c) be responsible for, and pay, all utility bills such as electricity, internet, etc. which are associated with his use of the premises; and (e) ensure that the restaurant portion of the building remains secure and unoccupied and inform the Landlord of any disturbance thereof.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
- 5. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**6. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as the Daufuskie Island Store and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as an The Daufuskie Island Store. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**7. TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

**8. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**9. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted

**10. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, sublet or grant any concession or license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement immediately.

**11. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the premises. No notice will be required in emergent situations or for access or entry upon the land.

**12. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**13. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**14. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised quietly, peacefully and in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted.

**15. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**16. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**17. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2

above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 15.

**18. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**19. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**20. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

**IN WITNESS THEREOF,** the parties hereto have executed this Lease Agreement the day and year first above written.

**LANDLORD:**  
Beaufort County

By: \_\_\_\_\_  
Thomas J. Keaveny, II,  
Interim County Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**TENANT:**  
John Hill

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION**

**WHEREAS**, Beaufort County and the Gullah Farmers Cooperative Association (Co-op) entered into a lease dated the 22<sup>nd</sup> day of May, 2017 for five (5) acres of property known as 51 Ball Park Road a portion of TMS# R300 016 000 183A 0000; and

**WHEREAS**, the County approved Ordinance 2017/7 which provides for the option for the Co-op to purchase the property upon a certain condition that the Co-op provide capital improvements to the property equal to a minimum of \$225,000 with certain credits provided for the purchase of the property; and

**WHEREAS**, the Co-op has sought financing for the purpose of making the contemplated improvements, however the financing of the project requires that the property be used as collateral; and

**WHEREAS**, the Public Facilities committee voted at the August 27, 2018 meeting to approve the conveyance of the above referenced property being leased pursuant to Ordinance 2017/7 on condition that the deed contain a reverter clause that provides that if the Co-op fails to provide the capital improvement as contemplated in Ordinance 2017/7 the property would revert back to the County; and

**WHEREAS**, County Council finds it is in the best interest of its citizens to convey the property to the Co-op with a reverter clause that provides the property will revert back to the County in the case that the Co-op is unable to fulfill the condition of capital improvement for the purchase of the property.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to that portion of 51 Ball Park Road contemplated in the Ordinance 2017/7 and in the above referenced lease including a reverter clause causing the property to revert back to the County in case the Co-op is unable to fulfill the condition of the Ordinance 2017/7.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018

Second Reading:

Public Hearing:

Third and Final Reading:

**AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES, PEPPER HALL PLANTATION**

**WHEREAS**, Beaufort County, South Carolina (the “County”), acting by and through the Beaufort County Council (the “County Council”) is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, (the "Act"), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended, to enter into development agreements relating to property within the County; and

**WHEREAS**, Owner is the owner of several tracts of land containing a total of approximately Eighty-Three (83) acres near the Okatie River (“Property”), sometimes referred to as Pepper Hall, located in Bluffton Township, Beaufort County, South Carolina; and

**WHEREAS**, Owner proposes to obtain authority for the development of a mixed-use community with commercial uses (including, possibly, medical or technology facilities), residential areas, and recreational opportunities on the Property; and

**WHEREAS**, County is the owner and developer of approximately eighteen (18) acres of land lying between the Property and the waters and marshes of the Okatie River; and

**WHEREAS**, County has designated its said eighteen-acre parcel to be part of the County’s passive park system, and has named it “Okatie River Park” (but may change that to another name in the future); and

**WHEREAS**, County and Owner have entered into a Memorandum of Understanding (“MOU”), pursuant to County’s Council’s Resolution No. 2018-9; and

**WHEREAS**, by the MOU, the County and Owner agreed conceptually to consider entering into a mutually-binding, public-private “partnership”, as contemplated by Beaufort County Council Resolution R-2012-3, and under the authority of the Beaufort County Community Development Code (“CDC”) Division 3.160, “Parks, Playgrounds and Outdoor Recreation Areas”; and

**WHEREAS**, the Joint Development Agreement (the “Agreement”) is intended to lay out the terms and conditions for such public-private “partnership”, and for the zoning, permitting, uses, densities, planning, development, operation and maintenance of the Property and the Okatie River Park; and



**WHEREAS**, based on consideration of the County's desires and plans for the Okatie River Park, Owner has prepared a Conceptual Plan for the general layout and development scheme currently contemplated for the Property and the Okatie River Park, reflecting the Owner's current planning to establish a prototype of development that works toward the Parties' common goals of protecting the health of the Okatie River, enhancing and providing public access to the Okatie River Park for public benefit, balancing environmental preservation with property rights, and providing private sector solutions for environmentally-responsive development; and

**WHEREAS**, the Parties' joint planning for the Property and the Okatie River Park, being contiguous to each other, has presented unique challenges and opportunities to each of the Parties, and the Parties have negotiated the within Agreement with many exchanged and shared benefits and costs, in consideration of all of which, counting the mutual and respective costs and benefits, the Parties have come into agreement on all of the terms and conditions expressed in the within Agreement; and

**WHEREAS**, the County finds that the proposal for these properties, as set forth in the within Agreement, is consistent with the County's Comprehensive Plan, will further the health, safety, welfare and economic well-being of the County, and presents an unprecedented opportunity to secure quality planning and growth in the public and private sectors, as well as creating and maintaining the Okatie River Park for public access and benefit, all in an environmentally-sensitive manner; and

**WHEREAS**, the County desires to protect the important natural environment of the Okatie River area, while encouraging quality growth and economic opportunity for its citizens, with access to passive, public outdoor recreation; and,

**WHEREAS**, the County seeks to protect and preserve the natural environment and to secure for its citizens' quality, well-planned and well-designed development and a stable and viable tax base, and passive parks for public access and benefit; and,

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council, in a meeting duly assembled, as follows:

**SECTION I: FINDINGS INCORPORATED**

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Agreement attached hereto as

Exhibit “A” and incorporated herein by reference, complies with the Act, the Comprehensive Plan, and the CDC.

SECTION II: DEVELOPMENT AGREEMENT

The terms of the Agreement are hereby approved in accordance with the Act and CDC. The Agreement shall be effective immediately upon approval of this Ordinance after third reading and execution by both Parties.

SECTION III: EXECUTION

The County Administrator is authorized to execute and deliver the Agreement on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Agreement.

SECTION IV: EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval following third reading by the County Council.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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

**JOINT DEVELOPMENT AGREEMENT**  
**OF**  
**BEAUFORT COUNTY AND ROBERT L. GRAVES**  
**FOR**  
**PEPPER HALL AND OKATIE RIVER PARK**

Approved by the parties as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

Prepared by:  
Barry L. Johnson  
Attorney at Law  
JOHNSON & DAVIS, PA  
The Victoria Building, Suite 200  
10 Pinckney Colony Road  
Bluffton, SC 29909

# PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

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**PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT**

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**STATE OF SOUTH CAROLINA )  
  )     **PEPPER HALL AND OKATIE RIVER PARK**  
  )     **JOINT DEVELOPMENT AGREEMENT**  
**COUNTY OF BEAUFORT            )****

**THIS JOINT DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Robert L. Graves, (Owner), and the governmental authority of Beaufort County, South Carolina ("County"), for themselves and their respective successors and assigns.

**RECITALS**

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

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

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

**WHEREAS**, the Act further authorizes local governments, including county governments, to enter development agreements with landowners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Beaufort County seeks to protect and preserve the natural environment and to secure for its citizens quality, well-planned and well-designed development and a stable and viable tax base, and passive parks for public access and benefit; and,

**WHEREAS**, Owner is the owner of several tracts of land containing a total of approximately Eighty-Three (83) acres near the Okatie River (“Property”), sometimes referred to as Pepper Hall, located in Bluffton Township, Beaufort County, South Carolina, and as more particularly described on **Exhibit A** attached hereto; and,

**WHEREAS**, Owner proposes to obtain authority for the development of a mixed-use community with commercial uses (including, possibly, medical or technology facilities), residential areas, and recreational opportunities on the Property; and

**WHEREAS**, County is the owner and developer of approximately eighteen (18) acres of land lying between the Property and the waters and marshes of the Okatie River, as more particularly described in **Exhibit B** hereto; and

**WHEREAS**, County has designated its said eighteen-acre parcel to be part of the County’s passive park system, and has named it “Okatie River Park” (but may change that to another name in the future); and

**WHEREAS**, County and Owner have entered into a Memorandum of Understanding (“MOU”), pursuant to County’s Council’s Resolution No. 2018-9 (copies of Resolution and MOU are attached together as **Exhibit C** hereto); and



**WHEREAS**, by the MOU, the County and Owner agreed conceptually to consider entering into a mutually-binding, public-private “partnership”<sup>1</sup>, as contemplated by Beaufort County Council Resolution R-2012-3, and under the authority of the Beaufort County Community Development Code (“CDC”) Division 3.160, “Parks, Playgrounds and Outdoor Recreation Areas”; and

**WHEREAS**, the within Joint Development Agreement is intended to lay out the terms and conditions for such public-private “partnership”, and for the zoning, permitting, uses, densities, planning, development, operation and maintenance of the Property and the Okatie River Park; and

**WHEREAS**, based on consideration of the County’s desires and plans for the Okatie River Park, Owner has prepared a Conceptual Plan (**Exhibit G** attached) for the general layout and development scheme currently contemplated for the Property and the Okatie River Park, reflecting the Owner’s current planning to establish a prototype of development that works toward the Parties’ common goals of protecting the health of the Okatie River, enhancing and providing public access to the Okatie River Park for public benefit, balancing environmental preservation with property rights, and providing private sector solutions for environmentally-responsive development; and

**WHEREAS**, the Parties’ joint planning for the Property and the Okatie River Park, being contiguous to each other, has presented unique challenges and opportunities to each of the Parties, and the Parties have negotiated the within Joint Development Agreement with many exchanged and shared benefits and costs, in consideration of all of which, counting the mutual and respective costs and benefits, the Parties have come into agreement on all of the terms and conditions expressed in the within Joint Development Agreement; and

<sup>1</sup> See legal disclaimer at Section XV. D., *infra*.

**WHEREAS**, the County finds that the proposal for these properties, as set forth in the within Agreement, is consistent with the County's Comprehensive Plan, will further the health, safety, welfare and economic well-being of the County, and presents an unprecedented opportunity to secure quality planning and growth in the public and private sectors, as well as creating and maintaining the Okatie River Park for public access and benefit, all in an environmentally-sensitive manner; and

**WHEREAS**, the County desires to protect the important natural environment of the Okatie River area, while encouraging quality growth and economic opportunity for its citizens, with access to passive, public outdoor recreation; and,

**WHEREAS**, this Agreement is being made and entered between the County and the Owner, under the terms of the Act, the CDC, the County's Resolution 2012-3, the County's Resolution 2018-9, and the MOU, all for the purposes of providing assurances, *inter alia*, to the Owner that it may proceed with the Development of the Property under the terms of this Agreement, without being limited by future changes of law which would materially affect the ability to develop or the cost of future Development under the plans, and for the purpose of providing important protections to the natural environment and the financial stability of the County of Beaufort, as well as to establish the mutual opportunities and responsibilities of the County and the Owner for Okatie River Park and its access.

**NOW, THEREFORE**, for and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic and other benefits to both County and the Owner by entering this Agreement, and to encourage well-planned Development of the Okatie River Park and the Property, the receipt and sufficiency of

such consideration being hereby acknowledged, the County and the Owner, for themselves and their heirs, successors and assigns, do hereby agree as follows:

**I. INCORPORATION OF RECITALS.**

The above recitals are hereby incorporated into this Agreement.

**II. DEFINITIONS.**

As used herein, the following terms mean:

“Conceptual Plan” means the general layout and development scheme currently contemplated for the Property and the Okatie River Park, attached as **Exhibit G**, and as such may be modified in the future pursuant to the terms of this Agreement.

“Community Development Director” means the person, from time to time, appointed to that (or a similarly-named) position of authority in Beaufort County, and authorized to execute the functions of Director in CDC Division 7, and otherwise under the CDC or State law, as amended or succeeded by future such ordinances and/or statutes.

“Current Zoning of the Property” means the C-5 Zoning and C-3 Zoning areas as delineated on **Exhibit H** and as detailed and explained in the CDC (**Exhibit I**).

“Development” means the development of portions of the Property and of the Okatie River Park, including vertical or horizontal construction of improvements thereon and adjacent thereto as allowed by this Agreement.

“Development Rights” mean rights to undertake Development in accordance with this Agreement.

“Exchange Land” means that certain parcel of land described in **Exhibit E**.

“Graves Family Barn Site” means that certain tract of land, with improvements, described in **Exhibit D**.

“MOU” means the Memorandum of Understanding included in **Exhibit C**.

“Okatie River Park” means that certain tract of land described in **Exhibit B**.

“Okatie River Park Improvements, Off-Site, means the external road, pedestrian, bicycle or other means of access for people and vehicles, and parking, and utilities, to the Okatie River Park. It also includes the off-site improvements associated with use of the Okatie River Park, and such access and parking, including storm water and drainage facilities, landscaping, irrigation, street lighting improvements, etc.

“Okatie River Park Improvements, On-Site, means the recreational park facilities, structures, utilities, piers and docks, trails and paths, roads and parking, signs deemed necessary and appropriate by the Parties for the Okatie River Park and located within the boundaries thereof.

“Owner” means Robert L. Graves, of Beaufort County, South Carolina.

“Parties” means, Robert L. Graves, his heirs, successors and assigns, and Beaufort County, South Carolina.

“Party” means one of the Parties.

“Primary Park Access Road” means the primary access road from the Property entrance near the Okatie River Park, to access the Okatie River Park.

"Term" means the duration of this Agreement as set forth in Section III hereof.

“Zoning Regulations” means the Community Development Code (CDC) of Beaufort County, in effect at the time of the execution of this Agreement (**Exhibit I**), as amended by this Agreement’s Development Requirements set forth in Section IV hereof. As between the Zoning Regulations and the Development Requirements, the Development Requirements shall control.

### **III. TERM.**

The Term of this Agreement shall commence on the date this Agreement is executed by the Parties, and terminate five (5) years thereafter; provided, however, that the Term of this Agreement will be automatically renewed and extended for six (6) additional successive five (5) year terms absent a material breach of any terms of this Agreement by Owner during the Term (including renewals/extensions thereof).

### **IV. OKATIE RIVER PARK.**

A. General. Pursuant to the agreement of the Parties in the MOU, the Parties have now structured and agreed upon this Agreement to form a mutually-binding agreement between themselves for the Development of the Property and the Okatie River Park.

#### **B. Capital Cost Contributions by County.**

1. Okatie River Park Improvements, On-Site. County will pay the cost of designing and constructing the Okatie River Park Improvements, On-Site. This will include reimbursing Owner for all of the costs of design for the Okatie River Park done by Owner or his professional design team, as well as any additional costs incurred by Owner for construction of the Okatie River Park Improvements, On-Site, including, but not limited to, roadways, paths, docks, piers, sheds, buildings, restroom facilities, parking, interpretive exhibits and signage, electricity, water, sewer and other desired utilities and services. County will be responsible at its cost for obtaining all permits and approvals for all Okatie River Park Improvements, On-Site, including any and all filing and permitting fees, impact fees, etc., attributable to the Okatie River Park.

2. Okatie River Park Improvements, Off-Site.

- a. Roads and Traffic Improvements. The Parties acknowledge that the Conceptual Plan (**Exhibit G**) provides the primary access to the Okatie River Park by way of the northerly entrance from Graves Road (to be improved) into the central village of the Property, with secondary access through other access points from Graves Road and/or the signalized access to the Property from Highway 278. The Owner and the Community Development Director may agree to shift the site and route of the Primary Park Access Road, as final plans for the Development of the Property evolve. The County will pay the design, permitting, and construction cost of Graves Road (as outlined in Section VI.B. hereof) and the construction cost of the Primary Park Access Road from Graves Road to the central village of the Property, which will be near the Okatie River Park. Those construction costs will include all road, pedestrian, bicycle or other means of access for people and vehicles, and parking, and utilities, to the Okatie River Park, including the road and traffic improvements associated with such access and parking, and also including storm water and drainage facilities, landscaping, irrigation, street lighting improvements, etc. on and along Graves Road and the Primary Park Access Road. Owner will provide non-exclusive use of his lands within the Property for those purposes on specific lands and designs to be approved by the Parties. Owner will pay the costs for opening the Highway 278 signalized access to the Property and for the internal roads of the Property (except for the Primary Park Access Road), some of which will also connect to the Okatie River Park,

as described and limited herein and by Section VI. B. hereof. County will cooperate with and assist in the permitting for Graves Road, the Primary Park Access Road, and access to Highway 278, and the other Internal Roads of the Property. Based on the County's and Owner's Traffic Impact Analyses, the County will pay its pro-rata share of Off-Site Traffic Improvements indicated by the traffic generated by the Okatie River Park.

- b. Storm Water Facilities. The Parties agree and acknowledge that, regardless of the efficacy, or lack thereof, of previously-permitted storm-water systems on near-by, neighboring, and adjacent properties to the Property, and regardless of whether or not the drainage from Highway 278 was or was not permitted and/or provided for, the Property and the Okatie River Park remain the collection points for substantial storm water runoff from those other properties, despite that Development has not yet occurred on the Property or the Okatie River Park in any significant way. The Parties acknowledge and agree that the Property and the Okatie River Park are now burdened with excess storm water run-off and flows originating from outside of either property ("Off-Site Flows"); in consequence, (1) the County will bear the expense of the portions of the construction, operation, repairs, and maintenance of the storm water management system serving the Property and the Okatie River Park, as related to the Off-Site Flows, and as related to the Okatie River Park, and (2) Owner will bear the expense of the portions of the construction, operation, repairs, and maintenance of the Storm Water Management System serving the Property and the Okatie River Park, as

related only to the Property. The Okatie River Park presently includes some high ground, and some vintage, agrarian, culvert crossings, dams, holding ponds, and at least one outfall pipe, which collectively connect the storm water drainage from those adjacent properties, and from the Property and the Okatie River Park, into and through the Property and the Okatie River Park, and then into the waters of the Okatie River. The Parties agree that \_\_\_\_\_ (??%) per cent of the costs of design, permitting, construction, operation and maintenance of the storm water management system for the Property and the Okatie River Park will be paid for by County and the balance by Owner. County will reimburse Owner for such costs, as long as County has approved Owner's design engineer and contractor and construction contract for such storm water. Owner will provide, as part of the overall considerations exchanged and/or shared by the Parties in this Agreement, the non-exclusive use of the appropriate lands within the Property for those purposes, and the County will provide, as part of the overall considerations exchanged and/or shared by the Parties in this Agreement, the use of the appropriate lands within the Okatie River Park for those purposes.

C. Other Infrastructure and Services. The provisions of Section VI hereof are incorporated by reference herein. In addition, the County will pay \_\_\_ (??%) per cent of the cost of design, construction, installation and maintenance for water mains and sewer lines (and associated pump/lift stations) from their current connecting points through the Property to be stubbed out at the property line of the Okatie River Park, at points to be agreed upon by the Community Development Director and Owner.



D. Graves Family Barn Site.

1. The Graves Family Barn Site (“Site”) is within the current boundaries of the Okatie River Park. This Site is also, historically, a part of the Graves Family Heritage Compound, as the Graves Family has continuously owned and operated Pepper Hall since the 1870’s. The County acquired this Site as part of its acquisition of the eighteen-acre Okatie River Park land. County has now recognized that the two barn buildings on this Site require very large expenditures of money for capital and routine maintenance, with portions of those two barn structures now being substantially deteriorated. The County does not want to be liable for those expenditures now or in the future, nor to be potentially liable otherwise for those structures or the Site, or their uses. Owner, for certain considerations, has agreed to take back the Graves Family Barn Site from the County, by way of the County’s quit-claim deed to be executed, delivered, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, within fifteen (15) days after the final approval, execution, delivery and recording in the Office of the Register of Deeds for Beaufort County, South Carolina of the within Agreement.
2. For and in consideration of the foregoing, Owner will, immediately next after the recording of the above-described quit-claim deed, (a) also record a conservation easement in favor of the County or its designee, such easement to be in a form to be reasonable agreed-upon by the Parties (and any such designee of County), and to restrict the future use of the Site to the existing barn structures, and no more

than two cottage sites, and support structures, and (b) also convey to the County the Exchange Land (**Exhibit E**) for no additional consideration.

3. After the foregoing have been accomplished, then (a) the Okatie River along the Graves Family Barn Site will be protected by a conservation easement similar to the conservation easement protecting the thirteen (13) acres of the lands of Verna Graves Crosby to the south of the Okatie River Park and the Graves Family Barn Site, and, also, (b) the configuration of the Okatie River Park will then be as shown on the plat of the Reconfigured Okatie River Park (**Exhibit F**), and that reconfiguration of Okatie River Park will apply for all purposes under this Agreement.

E. Easements. Owner will convey to the County non-exclusive easement rights for ingress, egress, and for utilities access, installation and maintenance on and along the Primary Park Access Road, and on and along such other roads and lands of the Property as the Parties may agree upon, to and from the Okatie River Park, all at specific locations to be agreed upon by the Parties. Owner reserves the right to modify, alter or replace such easements by providing alternative access on and along the Internal Roads of the Property. The Parties acknowledge that certain *cul-de-sacs* within the Property may be developed as small, private enclaves, with gated entrances with private roads, privately maintained, within such enclaves.

F. Buffers. No buffers will be required for the separation between the Property and the Okatie River Park.

**V. DEVELOPMENT REQUIREMENTS AND DEVELOPMENT RIGHTS FOR THE PROPERTY AND THE OKATIE RIVER PARK.**

A. CDC and Future Laws: Applicability and Vesting. The Property and the Okatie River Park shall be developed in accordance with the CDC, this Agreement, the Current Beaufort County Manual for Stormwater Best Management and Design Practices, and the Development Requirements and Development Rights as set forth in this Section V; provided that, as between the County's Zoning Regulations and the Development Requirements, these Development Requirements shall control. Any future laws, including any amendment or modification to the CDC relating to the Property, shall not be applicable to the Property without the express, written consent of Owner; except, however, that the County may amend the CDC as it pertains to (1) procedures for processing land development applications and approvals, approvals of subdivision plats, and/or (2) the issuance of building permits, without the express, written consent of Owner. It is the intent of the Parties that only the CDC's Zoning Regulations, rights under this Agreement, and any other laws, regulations and ordinances of the County applicable to the development of land in the County be vested for the Property for the Term (including renewals/extensions thereof). All other laws, regulations and ordinances of the County, and those as may be enacted in the future, shall be applicable to the Owner, and his heirs, successors and assigns, so long as such do not conflict with this Agreement, or interfere with the ability to utilize and develop the Property in accordance with this Agreement. It is also specifically acknowledged by the Parties that this Agreement shall not prohibit the application to the Property and the Okatie River Park of any current or future building, housing, electrical, plumbing, gas, swimming pool or other standard codes of general application throughout the County, of any tax or fee (including school impact fees) of general application throughout the

County. It is, further, specifically acknowledged that nothing in this Agreement shall be deemed to exempt the Property and the Okatie River Park from fees and taxes that may be imposed by governmental entities other than the County. Owner shall have vested rights to undertake Development of any portion or all of the Property in accordance with the CDC, except as varied, if at all, by this Agreement.

B. Permitted Uses and Densities.

1. Permitted uses on the Property include all of those allowed under the Current Zoning of the Property, to include but not be limited to the following: residential dwellings and customary or accessory uses thereto, community buildings, recreational uses such as parks, water-related amenities and the like, and commercial, lodging, office, medical and residential uses, as well as roads, parking areas, utilities, storm water drainage and management infrastructure, some as conceptually shown and depicted on the Conceptual Plan that is attached as **Exhibit G**. No more than Six Hundred Eighty (680) dwelling units (and such additional residential units as may be obtained on upper floors of mixed-use buildings, together with up to Fifty (50) additional residential units that may be derived by Owner's conversion of up to One Hundred Thousand (100,000) commercial square-footage within the Property into residential dwelling units at a conversion ratio of One (1) dwelling unit per 2000 square feet of commercial square-footage), and no more than Three Hundred Fifty Thousand (350,000) square feet of first-floor ground area commercial square-footage may be constructed on the Property; provided, however, that Owner may choose that up to One Hundred Thousand (100,000) commercial square-footage within the

Property may be converted by the Owner into dwelling units at a conversion ratio of One (1) dwelling unit per Two Thousand (2000) square feet of commercial square-footage.

2. Such residential dwelling units allowed on the Property are allocated as follows:  
The lands within the Property's C-5 Zoning District are allocated up to Four Hundred Fifty (450) dwelling units. The lands within the Property's C-3 Zoning District are allocated up to Three Hundred (300) dwelling units. Either or both of these allocated limits may be increased by upper floors of mixed use buildings and/or by conversion of commercial square footage to residential dwelling units as otherwise provided in this Agreement.
3. Such commercial square-footage allowed on the Property is allocated as follows:  
The lands within the Property's C-5 Zoning District are allocated up to Two Hundred Fifty (250,000) square feet of commercial use dedicated to first floor ground area and such additional commercial use square-footage as may be dedicated to second-floor and/or third-floor uses. The lands within the Property's C-3 Zoning District are allocated up to One Hundred (100,000) square feet of commercial use dedicated to first floor ground area and such additional commercial use square-footage, or mixed-use residential as may be dedicated to second-floor and/or third-floor uses.
4. The specific locations of each and all such uses shall be determined by Owner and the Community Development Director at the times of detailed submittals, on a per-phase basis, for Conceptual and Final development approvals for phased portions of the Property.

5. Owner herewith agrees to undertake a good faith and considerate effort to utilize a portion of the square footage in buildings having two or more floors as mixed-use areas (commercial and residential) in an effort to reduce the amount of “impervious surface area” upon the Property and to consider design standards, elements and uses found in the CDC provisions for “Traditional Community Plans” (“TCP”), and “Mixed-Use” (“Mixed-Use”) developments in specific provisions of the CDC. The Community Development Director has the discretion to allow up to 3.5 story buildings, above base flood elevation, in the central village portion of the Property’s C-3 Zoning District.

C. Development.

1. It is acknowledged by the Parties hereto that the Conceptual Plan (**Exhibit G**) represents by-right Development under the Zoning Regulations (**Exhibit I**), but does not represent a specific site development plan for uses and densities, and that the Owner may materially deviate from the general concepts shown on the Conceptual Plan without the prior consent of County, upon condition that such changes are in compliance with the applicable provisions of the CDC and this Agreement.
2. County agrees that the Owner shall have the unlimited right to set and modify the schedule and phasing of Development of the Property, within the Term, including renewals/extensions, as Owner deems appropriate.
3. All future Development proposed and executed as part of a specific development plan for all or a phase of the Property must, nevertheless, be in compliance with

all applicable Federal, State, and Local standards, except as such Local standards are varied, if at all, by the terms of this Agreement.

4. Storm water management shall be subject to the Current Beaufort County Manual for Stormwater Best Management and Design Practices (**Exhibit L**), and to applicable standards of Federal and State permitting authorities required at times of development and shall at a minimum meet all State and County criteria for drainage including volume and velocity control, nutrient reduction, and shall at a minimum satisfy the published criteria for meeting the goals of the Okatie River TMDL, as established by South Carolina's Department of Health and Environmental Control (DHEC), and shall use soil, storm water, and vegetative best management practices in accordance with this Agreement. The Parties agree that the use of rain gardens within wetland and other buffer areas is a desirable and acceptable management practice for these purposes.
5. Owner agrees to encumber portions, and eventually all, of the Property with recorded Conditions, Covenants and Restrictions (CC&R's) at the time of development to carry out the provisions of this Agreement, which CC&R's shall be subject to the reasonable approval of the County, such approval not to be unreasonably withheld.
6. The Owner is required to notify Beaufort County, in writing, if, as, and when Development Rights are transferred to any other landowner, developer, or builder. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property for which the transfer applies. Subsequent persons transferring Development Rights to any

other party shall be subject to the same requirement of notification, and any entity acquiring Development Rights hereunder shall be subject to the requirements of this Agreement.

D. Permitting Procedures.

1. Best Efforts. Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, Development applications, plats and building permit applications, and other documents related to this Agreement, in accordance with applicable ordinances as modified by this Agreement for the Property. Owner may submit these items for concurrent review with Beaufort County and other governmental authorities.
2. Traffic Impact Analysis (“TIA”). The Parties agree that Owner will provide a traffic impact analysis which tabulates detailed pre- and post-development traffic loadings for those areas of the Property where development has been indicated to occur on the Property within the immediate future (within two to three years), or as otherwise mutually agreed by the Community Development Director and the Owner, as well as a schematic estimate of traffic loadings at project build-out to maximum densities. Similarly, the County will provide a traffic impact analysis for the Development and use of the Okatie River Park. The Parties may agree to cooperate in a joint TIA. The schematic estimates may be subject to significant changes due to uncertainty in future transportation impacts and changes in traffic patterns and infrastructure for the surrounding area. The TIA will include recommendations for internal roadway circulations and capacities as well as recommendations for improvements over existing access roads and/or new



intersections and access roads as necessary. The TIA will also include phasing recommendations for completion of required improvements based on traffic volumes generated. The TIA will also include recommendations for routes to the Property and the Okatie River Park, and potential measures to best accommodate construction traffic associated with the current phasing.

As Development planning for the Property moves forward from phase to phase, it may be necessary to update the TIA periodically as warranted by Development progress and changing conditions. When deemed necessary, and at the Community Development Director's sole discretion but not more frequently than bi-annually, the TIA may be required to be updated and submitted to the Community Development Director for review in conjunction with the submittal of each subsequent Development phase for the Property. The scope of the updates will be mutually determined by the Owner and the Community Development Director. Unless otherwise determined by the Owner and the Community Development Director, at a minimum, the scope of the updates will include:

- a. a tabulation of land uses that have received building permits subsequent to the most recent TIA update; and
- b. a tabulation of land uses that are anticipated to be permitted for building prior to initiation of the next Development phase; and
- c. an update of the trip generation calculations associated with the cumulative existing land uses, and those that are anticipated prior to initiation of the next Development phase.

E. Signage. Signage for the Property shall be governed by Division 5.6 (“Sign Standards”) of the CDC. In addition, Owner shall be entitled to retain, use, lease, maintain and service the existing, grand-fathered billboard on the southeasterly corner of the Property until and unless Owner, in his sole and unfettered discretion, elects to remove such billboard during the Term hereof (including renewals/extensions). Owner will provide, near access points to the Okatie River Park, general signage for road-side designated public parking areas.

**VI. INFRASTRUCTURE AND SERVICES.**

A. General. County and Owner recognize that, generally and subject to the terms of this Agreement, services to the Property will be provided by the County and other governmental or quasi-governmental entities. The provisions of this Section VI are subject to, and fully incorporate by reference, the remainder of this Agreement including, in particular, the provisions of Sections IV. and V. hereof.

For clarification, the Parties make specific note of, and acknowledge, the following:

B. Internal Roads. All roads within the Property, excluding the Primary Park Access Road, shall be constructed by the Owner and maintained by him and/or one or more property owners associations. Notwithstanding the provisions hereof, Owner and County agree to convey to each other cross-easements for scenic view, parking, pedestrian and vehicular ingress and egress over and across the internal, public-access roads of the Property for public access (including from the Property) to the Okatie River Park, together with parking, view, utility installation and maintenance easements and such other use rights as may be reasonably agreed by the Parties. The Parties acknowledge that certain *cul-de-sacs* within the Property may be developed as small, private enclaves, with gated entrances with private roads, privately maintained, within such enclaves; provided, however, that such shall not unreasonably impede

access to the Okatie River Park.<sup>2</sup> The Parties may agree to the Owner's dedication of certain Internal Roads within the Property to the County.

C. External Roads.

1. Highway 278. The major, external public road that serves the Property is Highway 278 and is under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. It shall be the responsibility of the Owner to adhere to applicable State and County requirements regarding ingress and egress to Highway 278 or any other public roads that may serve the Property. Owner will pay any required costs to open the existing signalized access point on Highway 278 into the Property, and for the Internal Roads (other than Graves Road and the Primary Access Road to the Okatie River Park as discussed in Section IV hereof). The County will assist with and support applications for all such purposes.
2. Graves Road.
  - a. County and Owner herewith acknowledge that the existing Graves Road adjacent to the Property is a public-use roadway currently maintained by the County as an unpaved dirt road, and that the actual ownership of the existing Graves Road is unknown.
  - b. The provision of public access to the Okatie River Park will be from points along Highway 278 and Graves Road, and will be non-exclusive. The County will pay for the necessary condemnations and rights of way, and the design, construction and maintenance, of Graves Road from its intersection with Highway 278, northerly to the intersection with the northerly entrance to the

<sup>2</sup> See,above, Section IV.E.

Property. Any further northerly extension of Graves Road improvements desired by Owner, or others, will be paid for by the Owner, or others, if the County utilizes its eminent domain power to acquire any necessary lands for same. Owner will provide, without condemnation or just compensation paid to him, and upon further agreement with the County as to exactly which additional lands, certain additional land from the Property to add to the existing Graves Road to allow it to be upsized, paved, and drained to County standards, for all purposes under this Agreement.

D. Potable Water. The provisions of this Section are governed also by the provisions of Section IV. C. hereof, which are incorporated by reference. Potable water will be supplied to the Property by Beaufort-Jasper Water and Sewer Authority (BJWSA). BJWSA or Owner will construct or cause to be constructed all necessary water service infrastructure within the Property intended to serve private uses, which will be maintained by them or the Authority or one or more property owners associations. County shall not be responsible for any construction, treatment, maintenance or costs associated with potable water service intended for private uses on and to the Property other than those utility services required also to serve the Okatie River Park, for which County shall be responsible. The Parties agree that all Development, with the exception of existing wells for livestock, agricultural, and residential use and facilities existing at the date of this Agreement, will continue until abandoned or decommissioned by Owner, as Owner, in his sole discretion, may deem appropriate. All new construction pursuant to this Agreement shall use potable water and sewer services provided by BJWSA.

E. Sanitary Sewage Collection, Treatment, and Disposal. The provisions of this Section are governed also by the provisions of Section IV. C. hereof, which are incorporated by

reference. Sanitary sewage collection, treatment, and disposal will be provided by BJWSA. BJWSA or Owner will construct or cause to be constructed all necessary sewer service infrastructures within the Property, which will be maintained by BJWSA. County shall not be responsible for any construction, treatment, maintenance or costs associated with sewer service intended to serve private uses on and to the Property, other than those utility services required also to serve the Okatie River Park, for which County shall be responsible. Owner further agrees that as BJWSA water and sewer infrastructures are extended to those parts of the Property upon which there are existing structures and uses for which Owner currently utilizes septic systems, such existing structures will be eventually retrofitted, as such Development with new construction comes to those parts of the Property, to connect to the BJWSA water and sewer systems.

F. Storm Water Management System.

1. All storm water runoff and drainage system improvements within the Property will be designed utilizing best management practices, will be constructed by Owner, and maintained by Owner and/or one or more property owner associations (to be established later).
2. The provisions of Section IV. B.2. hereof, are here fully incorporated by reference.
3. In addition, County herewith agrees to allocate and expend a portion of the “Storm Water Impact Fees” and funds from the “Storm Water Utility Fees” generated from the Development of the Property and other locations within the County to partially fund. as a “shared cost” with Owner. the construction, installation and maintenance of storm water systems and features that are

designed and incorporate “green infrastructure technologies” and elements on, under or upon the Property. County further agrees to designate a portion of the “Storm Water Impact Fees” generated from the development of the Property for ongoing water quality monitoring in the Okatie River Headwaters during and after development activities are completed upon the Property and the Okatie River Park.

4. The Parties are and shall be required to abide by all provisions of Federal and State laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water.
5. Owner and the County shall comply with any and all future ordinances or regulations of the County (or portions thereof) governing collection, detention, filtration, and treatment of storm water, provided those ordinances and regulations apply County-wide, and are consistent with sound engineering practices. It is specifically agreed however, that any such future ordinances of the County that directly or indirectly affect the setback, buffer, pervious/impervious cover, or open space requirements permitted pursuant to this Agreement will not be applicable to the Owner within the Property without the Owner’s express, written consent thereto.

G. Solid Waste Collection. Solid waste collection will be provided for the Property by agreements with private companies. The County will provide for its own solid waste collection for the Okatie River Park.

H. Police Protection. The County shall provide police protection services to the Property and the Okatie River Park on the same basis as is generally provided to other residents and businesses within the County, and to the County's parks, it being understood that the County's passive parks, such as Okatie River Park, are normally closed from dusk until at least dawn, except for permitted special events. The promoters of any such special events will be required to provide event security in accordance with County requirements and protocols.

I. Emergency Medical Services. Such services are now being provided by Beaufort County, and the County will continue to provide emergency Medical services to the Property and to the Okatie River Park on the same basis as is provided to other residents and businesses within the County, and to the County's parks.

J. Library Services. Such services are now provided by the County and such services shall continue.

K. School Services. Such services are now provided by the Beaufort County School District and such services shall continue.

L. Recycling Services. The County shall not be obligated to provide recycling/collection services to the Property, absent its election to provide such services on a County-wide basis.

M. Fire Services. Fire protection for the Property and the Okatie River Park will be provided by the Bluffton Township Fire Department.

N. Subsequent Entities or Financing District. Nothing in this Agreement shall be construed to prevent the establishment by the County, or other governmental entity, or some combination of entities, solely or in conjunction with each other and the Owner, of an Improvement District authorized by the County Public Works Act provisions of the Code of Laws of South Carolina (1976 as amended), unless agreed to by Owner; it being, nevertheless,

understood that the Parties agree, at the appropriate time in the sell-out of the Development of the Property and the completion of Development of the Okatie River Park, to cooperate with each other to cause the creation of an Improvement District, under authority of the “County Public Works Act”, codified as S.C. Code §§ 4-35-10 to -160, to establish such an Improvement District (to be comprised of the Okatie River Park, the Property, and adjacent and nearby residential and commercial developments) for recoupment of costs of Development, as may be agreed upon at that time by the Parties, and to take over the maintenance (routine and capital) costs and operational costs for the Okatie River Park, with assessments as provided in the County Public Works Act, to be in amounts, and applied to such properties, and applied on a schedule to be determined by the Parties.

O. Tree Preservation. The Owner will submit to the Community Development Director, from time to time for each phase or portion of the Property then being proposed for specific Development approvals, a survey or exhibit depicting all trees and forests as mandated by the CDC, together with such preservation, protection and mitigations as mandated by the CDC.

## **VII. OWNER ENTITLEMENTS.**

The County agrees that, by this Agreement, the Property is approved and fully vested for intensity, density, Development Fees, uses and height, setbacks and parking and shall not have any obligations for on-site or off-site transportation or other facilities or improvements other than as specifically provided in this Agreement. The County shall not impose additional development obligations or regulations in connection with the development of the Property, except in accordance with the procedures and provisions of § 6-31 -80 (B) of the Act, which the Owner shall have the right to challenge, and as set forth in Section V. A. of this Agreement.



The County acknowledges that Owner is also approved and vested with the following rights:

A. Setbacks and Buffers. Beaufort County agrees that the Property is vested and that the types of parcel lot lines, setbacks and buffers shown and described on the Concept Plan, as may be amended from time to time in accordance with this Agreement, are acceptable. The Parties agree that there will be reduced and modified buffers between the Okatie River Park and the Property, *e.g.*, as set forth in Section IV. F. hereof.

B. Coordination with Okatie River Park. The Parties agree that Owner may elect to count the acreage of the Okatie River Park as part of the requirements under the CDC for the Property, for such purposes as open space, forest preservation, tree protection.

C. Densities. Subject to the provisions of Section V. B. hereof, the density for the Property shall not exceed Six Hundred Eighty (680) residential dwelling units, and Three Hundred Fifty Thousand (350,000) square feet of commercial uses, all as allocated, and modifiable, as set forth above in Section V. B. of this Agreement.

D. Uses. All those land uses set forth in Section IV. B. of this Agreement.

#### **VIII. ATTORNEY'S FEES.**

Each of the Parties to this Agreement agrees to pay his/its own attorney's fees incurred by them in the formation of this Agreement.

#### **IX. COMPLIANCE REVIEWS.**

Owner, or his designee, shall meet with the County, or its designee, at least once per year in the month of January during the Term (including renewals/extensions) of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Owner, or his designee, shall be required to

provide such information as may reasonably be requested, to include but not limited to, commercial square footage, acreage or lots of the Property sold in the prior year, commercial square footage, acreage or lots of the Property under contract, the number of certificates of occupancy anticipated to be issued in the ensuing year. The Owner, or his designee, shall be required to compile this information for Development. Reporting of such information to the County will be made upon such forms as the County and Owner may agree upon from time to time. This Compliance Review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement.

**X. DEFAULT.**

The failure of the Owner 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, damages, and the termination of this Development Agreement in accordance with the Act; provided, however no termination of this Development Agreement may be declared by the County absent its according the Owner 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 stop work orders or voiding permits issued for Development when such Development contravenes the provisions of this Agreement.

**X. 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. Any amendment to this Agreement shall comply with the provisions of S.C. Code §§ 6-31-10, et seq. 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. Whenever such consent or approval is required, the same shall not unreasonably be withheld.

**XII. NOTICES.**

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

The County of Beaufort  
PO Box 1228  
Beaufort, South Carolina 29901-228  
Attention: Thomas J. Keaveny, II  
Interim County Administrator

With Copy to:

Christopher S. Inglese, Esquire  
Beaufort County Attorney  
PO Box 1228  
Beaufort, South Carolina 29901-1228

And to the Owner at:

Robert L. Graves  
PO Box 5818  
Hilton Head Island, SC 29938

With Copy to:

Barry L. Johnson, Esquire  
Johnson & Davis, PA  
The Victoria Building, Suite 200  
10 Pinckney Colony Road  
Bluffton, SC 29909

**XIII. ENFORCEMENT.**

Any Party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance and the right of the prevailing Party to recover attorney's fees and costs associated with said enforcement from the non-prevailing Party.

**XIV. COMMITMENT TO EMPLOYMENT OPPORTUNITY FOR RESIDENTS.**

Owner is an equal opportunity employer and demands the same from all its contractors. Owner also recognizes that it is important that citizens of County have opportunity for gainful employment and future advancement in the immediate County area.

**XV. GENERAL.**

A. Subsequent Superior Laws. In the event 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 are superior to the law of Beaufort County, South Carolina, and prevent or preclude compliance with the Act or one or more provisions of this Agreement ("Subsequent Superior Law(s)"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Subsequent Superior Law. Immediately after enactment of any such Subsequent Superior Law, or court decision, a representative designated by each of the Owner and the County shall meet and confer in good faith in order to agree upon such modification or suspension of this Agreement, based on the effect that such Subsequent Superior Law would have on the purposes and intent of this Agreement. During the

time that these parties are conferring on such modification or suspension or challenging the Subsequent Superior Law, the County may take reasonable action to comply with such Subsequent Superior Law. Should these representatives not agree to a modification or suspension of this Agreement, either of the Parties may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner and County each shall have the right to challenge, at his/its own expense and cost for legal fees, etc., the Subsequent Superior Law 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 County and Owner may, at any time, and from time to time, deliver written notice to the other of such Parties, requesting such other of the Parties to certify in writing:

1. That this Agreement is in full force and effect,
2. That this Agreement has not been amended or modified, or if so amended, identifying the amendments.
3. Whether, to the knowledge of such certifying one of the Parties, the requesting one of the Parties 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
4. Whether, to the knowledge of such Party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, 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 and the Owner relative to the Property and the Okatie River Park and the Development of both, 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. Notwithstanding the statements herein and in the Exhibits hereto concerning a “Public-Private Partnership”, or words to similar effect as relating to the County’s passive public park system, generally, and to Okatie River Park, particularly, nothing in this Agreement shall be deemed to create a partnership or joint venture between the County and Owner or to render such party liable in any manner for the debts or obligations of the other party.

E. Exhibits. All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. The Exhibits are initialed and dated by each Party to this Agreement.

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. The rights, obligations, duties or responsibilities under this Agreement of the Owner are assignable to any other person, firm, corporation or entity.

H. Governing Law. This Agreement is and 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 of the Parties shall retain the right to pursue its own independent legal defense.

K. No Third-Party Beneficiaries. The provisions of this Agreement may be enforced only by the County and the Owner, and their respective heirs, successors and assigns. No other persons shall have any rights hereunder, except the heirs, successors and assigns of one or both of the Parties hereto.

L. Successors and Assigns.

1. Binding Effect. This Agreement shall be binding upon the respective Parties, their heirs, successors and assigns in the ownership or Development of any portion of the Property and the Okatie River Park. Except for Owner's continuing obligation if and as specifically stated herein, a purchaser or a person acquiring title to any portion of the Property, or a person to whom Owner assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a "Transferee") shall, during the Term of this Agreement, be solely responsible for the performance of the Owner's obligations under this Agreement applicable to the portion of the Property transferred, or for such Development Rights as transferred, and Owner shall not be liable therefor, either primarily or secondarily. Each Transferee shall be required to execute a written acknowledgement assuming Owner's obligations (including Development Requirements) under this

Agreement which are directly applicable to such portion of the Property or such Development Rights. Such acknowledgment shall be in the form provided in **Exhibit J**, attached hereto and made a part hereof (the "Notice of Transfer"), and provided to the County at the time of recording any instrument transferring title, and Development Rights, of the Property or any portion of the Property. This Subsection shall not be construed to prevent Owner from obtaining indemnification of liability to the County from Transferees. Unless specifically set forth herein, upon transfer to a Transferee, Owner shall be released of all obligations assumed by such Transferee.

2. Transfer of all of the Property. Owner shall be entitled to transfer all of the Property to a Transferee subject to the following requirements:
  - a. Owner shall require that such Transferee shall comply with the provisions of this Agreement.
  - b. Notification to County. When the Owner transfers all of the Property to a Transferee, the Owner shall be responsible for delivering, or causing to be delivered, to the County the Notice of Transfer (**Exhibit J**) together with the name, address, telephone number, facsimile number, and contact person for the Transferee.
3. Assignment of Development Rights. Any and all such Assignments to a Transferee shall be by a recordable instrument (Office of Register of Deeds, Beaufort County, SC) with a covenant running with the land expressly stating the precise amount of commercial square footage rights, and the number of residential dwelling unit rights being assigned to the Transferee.



4. Mortgage Lenders: Notwithstanding anything to the contrary contained herein, the requirements for transfer, concerning heirs, successors and assigns, shall apply:
  - (a) to any mortgage lender upon acquiring title to the Property or any portion thereof, either as a result of foreclosure of mortgage secured by any portion of the Property or to any other transfer in lieu of foreclosure; (b) to any third-party purchaser at such foreclosure; or (c) to any third-party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth herein. Furthermore, nothing contained herein shall prevent, hinder, or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser.

**XVI. STATEMENT OF REQUIRED PROVISIONS.**

A. General. The Act requires that a development agreement must include certain mandatory provisions, pursuant to SC Code § 6-31-60(A).

B. Detailed Statement of Required Provisions. 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 SC Code § 6-31-60(A) for the required items:

1. Legal Description of the Property and Okatie River Park, and Legal and Equitable Owner/Owners. The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is Robert L. Graves (Sr.). Palmetto State Bank has an equitable interest in the Property as virtue of its mortgage, dated April 5, 2013, and recorded in the Office of the Register of Deeds for Beaufort County in Book 3230 at Page 2471, on April 11,

2013. The present legal Owner of the Okatie River Park is the County and the legal description of the Okatie River Park is set forth both in **Exhibits B** and **F**, subject to the provisions herein.

2. Duration of Agreement. The duration of this Agreement is five (5) years, and such further time as included within the renewals/extensions of Term as are provided in Section III hereof.
3. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, building intensities and heights, as well as other development - related standards, are contained in the CDC (**Exhibit I**) and in this Agreement. Specific zoning districts are identified in the Current Zoning of the Property, attached as **Exhibit H**. **Exhibit K** sets forth anticipated development of the Property at maximum build out. Building heights will be limited to those heights set forth in the Zoning Regulations, subject to the terms of this Agreement.
4. Required Public Facilities. The County will provide, or cause to be provided, police and fire services, as well as Development application services to the Property and the Okatie River Park. Beaufort Jasper Water and Sewer Authority will provide water and sanitary sewer service to the Property and the Okatie River Park. Mandatory provisions and procedures of the Zoning Regulations and this Agreement will ensure availability of roads and utilities to serve the residents on a timely basis.
5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. The Zoning Regulations, described above and incorporated herein, contain

numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be complied with, together with the Development Requirements and other provisions set forth in this Agreement.

6. Local Development Permits. Specific permits for each phase of the Development of the Property and the Okatie River Park must be obtained prior to commencing such Development, consistent with the standards set forth in this Agreement. Building Permits must be obtained under County law for any vertical or horizontal construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and/or the U. S. Army Corps of Engineers, when applicable, prior to any impact upon critical area or freshwater wetlands. Access to Highway 278 will be in accordance with permitting procedures of the South Carolina Department of Transportation. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, or the County, and his/its respective heirs, successors and assigns, from the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions, except as varied, if at all, by this Agreement.
7. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations and this Agreement is consistent with the Comprehensive Plan and with current land use regulations of Beaufort, South Carolina, as amended.
8. Terms for Public Health, Safety and Welfare. The County Council finds that all issues relating to public health, safety and welfare have been adequately





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**JOINDER OF MORTGAGEE  
(For Equitable Interest)**

For and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Palmetto State Bank as the holder of the Mortgage, dated April 5, 2013, and recorded in the Office of the Register of Deeds for Beaufort County in Book 3230 at Page 2471, on April 11, 2013, hereby joins herein for the limited purposes of acknowledging and consenting to the within Joint Development Agreement.

WITNESSES:

PALMETTO STATE BANK

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_, as officers of, and acting on behalf of Palmetto State Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

2018/ \_\_

**AN ORDINANCE ADDING CHAPTER 91, PASSIVE PARKS,  
TO THE BEAUFORT COUNTY CODE OF ORDINANCES**

**Chapter 91 – PASSIVE PARKS**

**ARTICLE I. – IN GENERAL**

**SECTION 91-100: TITLE**

This ordinance shall be known as the Passive Parks Ordinance.

**SECTION 91-101: PURPOSE**

It is the purpose of this ordinance to:

1. Define “passive park” and the inclusion and restrictions of fee-simple County-owned properties therein.
2. Provide secure, quiet, orderly, and suitable use and enjoyment of Rural and Critical Lands Preservation Program passive parks established or managed by Beaufort County, and to further the safety, health, comfort, and welfare of all persons using them.
3. Provide a means by which federal, state, and county laws and regulations will be enforced on Beaufort County passive parks.

**SECTION 91-102: DEFINITIONS**

The following words and terms shall have the meaning respectively ascribed to them in this section:

1. *Archaeological or cultural resources* means any associated physical artifacts and features below the ground surface indicating the past use of a location by people which may yield information on the county’s history or prehistory, including but not limited to artifacts, fossils, bones, shell mounds, middens, or primitive culture facilities or items.
2. *Concessions* means an approved lease or memorandum of understanding between the county and a private entity for the right to undertake a specific activity in return for services and/or financial gain.
3. *Daylight hours* means those hours between dawn and dusk.
4. *Motorized vehicles* means any self-propelled vehicle, commonly wheeled, that does not operate on rails, such as trains or trams and used for the transportation of passengers, or passengers and property, such as golf carts/cars, cars, trucks, all terrain or utility vehicles, motorcycles, and motorized bicycles.

5. *Passive Park* means any fee-simple county owned or co-owned property purchased with Rural and Critical Lands Preservation Program (RCLPP) designated funding. A list of passive parks is available with the Passive Parks Manager upon request and/or on the Beaufort County website.
6. *Passive Recreation* means recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horseback riding, visiting historic sites, hiking, etc., shall be the predominant measure for passive park utilization.
7. *Weapon* means any firearm or gun from which shot or a projectile is discharged by means of an explosive gas, or compressed air. This definition includes bows and arrows, slingshots, and switchblade knives.
8. *Wildlife* means all living creatures, not human, wild by nature, endowed with sensation and power of voluntary motion, including quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans, and mollusks.

**SECTION 91-103: IN GENERAL**

1. The County Administrator or his/her designee shall have the authority to employ a Passive Parks Manager who shall be trained and properly qualified for the work and who shall conduct and supervise planning and management activities on any of the passive park properties and facilities owned or controlled by Beaufort County.
2. The County Administrator or his/her designee is authorized to promulgate rules and regulations for the purpose of regulating the use of passive parks, including structures and facilities on such, limiting the hours during which the same shall be open to the public, and providing standards of conduct for persons while using such properties, structures, and facilities.
3. The County Administrator or his/her designee may establish fees for the use of passive park properties, structures, and facilities, subject to approval by County Council.
4. The Passive Parks Manager shall make reports to the County Administrator or his/her designee as may be requested from time to time.
5. The County Council may designate by Resolution any property as a passive park, and may request and receive recommendations from the Rural and Critical Lands Preservation Board. When a property is designated by County Council as a passive park, this ordinance will apply to that property. Any property designated by Council as a passive park that was not purchased with RCLPP funding is not eligible for RCLPP improvement funds.
6. The County Council may request for sale or lease any property designated as a passive park, and shall apply the Rural and Critical Lands Preservation Program Policies and Guidelines for such action.



7. The Beaufort County Sheriff's Office will have enforcement authority over all provisions set forth in Article II, unless otherwise deemed appropriate by the jurisdictional authority of a local municipality.

## **ARTICLE II - REGULATIONS**

### **SECTION 91-104: PASSIVE PARK HOURS**

1. Unless otherwise specifically provided or posted at a passive park property or facility, any designated passive park that is open to the public shall be open for public use during daylight hours only and shall be closed to public use from dusk until dawn.
2. Such closing hours shall not apply to activities being held pursuant to an approved agreement or contract for use signed by the County Administrator or his/her designee. In these cases, the fully executed agreement or contract for use shall state the waiver of operating hours.
3. It shall be unlawful for any person to remain in any of the passive parks and/or facilities during the hours the park and/or facility is closed to public use except with prior written approval from the County Administrator or his/her designee. Unauthorized presence may be grounds for immediate arrest.

### **SECTION 91-105: PROHIBITED ACTIVITIES**

It shall be unlawful for any person to do any of the following in any passive park unless specifically permitted by the appropriate authorization received from the County Administrator or his/her designee and issued pursuant to this ordinance, except for activities of Beaufort County which are undertaken within the scope of its governmental authority:

#### **ALCOHOL and WEAPONS**

- Carry any weapons, explosives, or destructive device either openly or concealed onto any park property, except as otherwise permitted by South Carolina state law and/or for law enforcement personnel.
- Purchase, sell, offer for sale, possess, or consume any alcoholic beverages, illegal drugs, or illegal intoxicating substances, unless specifically authorized in writing by the County Administrator or his/her designee.

#### **CONCESSIONS**

- Engage in the sale of any item on park property for any non-county sponsored function(s), except as allowed by an agreement issued by the County Administrator or his/her designee.
- Use of any park property for non-county sponsored fundraising activities, except as authorized by the County Administrator or his/her designee.

#### **COOKING and FIRES**

- Cook foodstuff on personal grills brought into the park area. Persons may utilize only grills provided or permitted by the county for cooking in the park area.

- Set or stoke a fire, except for those fires set or stoked in designated county grills or fire rings where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public. An exception is made in the instance of a federal, state, and/or county sanctioned and authorized prescribed burn for the purposes of land/debris management or restoration.
- Cut down, remove, or otherwise damage live or dead standing plant material to set or stoke a fire. Gathering dead and downed debris is allowed in areas where camping is permitted and a county fire ring is provided.

#### FACILITIES

- Erect signs or affix signs to any tree, post, pole, fence or park facility or grounds except as provided by county ordinance, or through an approved park use agreement or contract with the County Administrator or his/her designee.
- Write on, draw on, paint on or otherwise deface, damage, remove, or destroy any park facility or any part of the park grounds.
- Construct or erect any hut, shanty or other shelter.
- Engage in the destruction, removal or alteration of any county owned facility or equipment from any park property, unless authorized by the County Administrator or his/her designee.
- Install any gate providing access to any park, or build any trail except as authorized by an approved park development plan or the County Administrator or his/her designee.
- Use public restrooms to shave and/or shower, unless shower facilities are specifically provided for public use at that park.
- Bathe or otherwise be or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so.

#### LITTER and WASTE

- Littering, including cigarette butts. Any park property that does not have trash disposal receptacles will be treated as “pack in, pack out” and any and all items brought onto the park property will be required to be removed from the park property.
- Disposal of oil, gasoline or other hazardous substances.
- Discharge or deposit human wastes, except in toilet facilities provided by the county.
- Dump or deposit yard waste, cuttings, or clippings.
- Allow privately owned animals to discharge or deposit waste on park property without disposing said waste. All owners or others in charge of privately owned animals shall remove their animal’s waste from the park grounds, and may deposit animal waste in park trash receptacles.

#### NATURAL AND CULTURAL RESOURCES

- Disturb the natural surface of the ground in any manner unless authorized in writing by the County Administrator or his/her designee and/or done in accordance with a county-initiated land management activity.
- In any way disturb, molest, or remove any wildlife, animal, bird, or egg located above, upon or below the surface of the park grounds or to allow any privately owned animal to do so unless

specifically authorized in writing by the County Administrator or his/her designee, or unless a park is posted for such an activity.

- Feed any wildlife.
- Engage in the removal, destruction or harassment of animals and plants from or on parks, except for authorized research efforts as authorized by the County Administrator or his/her designee.
- Engage in the introduction of plants or animals onto parks, unless authorized by the County Administrator or his/her designee or as part of a county sanctioned restoration activity.
- Pick flowers, nuts, berries, or fruit, or to damage or remove plants, trees, or shrubs, from any part of the park grounds unless specifically authorized in writing by the County Administrator or his/her designee or done in accordance with a county-initiated land management activity.
- Swim, canoe, kayak, or boat in any body of water within the designated park boundaries, unless otherwise posted as a public swimming and/or boating area.
- Engage in the removal, alteration or destruction of archaeological or cultural resources from any park property and/or water body except as authorized by the County Administrator or his/her designee.

#### **RECREATION and VEHICLES**

- Drive, putt or otherwise hit a golf ball.
- Use roller skates, roller blades or skateboards, except on park facilities specifically designated for that purpose.
- Operate or park any motorized vehicle on park grounds except in areas designated by the county as public parking areas, driveways, or roadways. Motorists shall obey all posted speed limit and other directional signs posted within the park. Authorized county personnel or contract personnel shall be allowed to drive vehicles onto park areas during facility or grounds maintenance or other land management activities.
- The unauthorized use of metal detectors.

#### **SECTION 91-106: PROVISIONS APPLICABLE TO ALL PASSIVE PARKS**

Unless otherwise specified herein and in addition to the restrictions stated in Section 91-105, the following additional provisions shall be applicable to all passive parks:

1. Allowable public use activities for each park shall be compatible with the protection of the natural and/or cultural resources for each individual park and shall be posted at each park.
2. Parks shall be closed to the public when, due to emergency conditions or activities undertaken by the federal, state, or county government for emergency response and recovery or maintenance of such areas, closure is necessary to protect such lands or to protect the health, safety and welfare of the public.
3. Hiking is permitted only on designated trails, established roads and firebreaks, and shall not occur in other areas.

4. Bicycling is permitted in parks that are specifically posted for that activity. Within a park permitted for bicycling, bicycling shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.
5. Horseback riding is permitted in parks that are specifically posted for that activity. Within a park permitted for horseback riding, horseback riding shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.
6. Hunting, trapping, or fishing is permitted in parks that are specifically posted for that activity. Within a park permitted for hunting, trapping or fishing, hunting, trapping and fishing activities will comply with South Carolina state law.
7. Dogs are permitted in parks, except where otherwise posted, provided that such animals are leashed and under control at all times. The owner or person responsible for the animal shall clean up and properly dispose of the animal's waste as stated in Section 91-205.
8. Concessions may be allowed in certain parks if they are determined to be appropriate to that property and are approved in writing by the County Administrator or his/her designee. Appropriateness is described as:
  - a. The concession is necessary to fulfill a need in the interest of the public and will assist the county in providing public use of passive parks.
  - b. The concession will be open to the public.
  - c. The concession will be economically feasible for the county.
  - d. The concession will be compatible with the protection of the natural and/or cultural resources and the management goals for that park.
  - e. The concession will not result in an unfair advantage over existing businesses that provide similar services in the area.
9. Research may be permitted in parks if said research is compatible with the protection of the natural and/or cultural resources and the management goals for that park and when approved in writing by the County Administrator or his/her designee.

**SECTION 91-107:       ARCHAEOLOGICAL DISCOVERY**

Archaeological excavating is prohibited on all properties. Any person discovering archaeological or cultural resources on any park shall immediately notify the Passive Parks Manager and the Beaufort County Sheriff's Office of such discovery.

**SECTION 91-108:       PASSIVE PARK USER FEES**

Fees for admission to passive parks, for use of park land and/or facilities, and for participation in events may be established by the County Administrator or his/her designee, subject to approval by County Council.

**Secs. 91-109 – 91-199. Reserved**

**ARTICLE III - PENALTIES**

**SECTION 91-200: PENALTIES**

Any person violating any section 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 and/or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section. This ordinance is supplementary to, and does not supplant, any other federal, state, county, or local law, rule, regulation, or ordinance.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Beaufort County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018  
Second Reading: October 8, 2018  
Public Hearing:  
Third and Final Reading:

**ORDINANCE NO. 2018 / \_\_**

**AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS NO. R600 039 00C 153A 0000**

**WHEREAS**, on or about April 7, 2009, Stiles Harper, Jr, agreed to deed Beaufort County a thirty-foot (30') drainage easement located across the middle of real property identified as TMS No. R600 039 00C 153A 0000 in connection with the construction of a ditch; and

**WHEREAS**, a thirty-foot (30') drainage easement was recorded with the Beaufort County Register of Deeds on April 13, 2009 at Book 2831 / Pages 1939-1941; and

**WHEREAS**, the easement referred to above is located in the middle of the property owner's parcel and is obstructed by structures and an asphalt driveway; and

**WHEREAS**, Beaufort County was unable to construct or maintain the ditch due to the obstructions; and

**WHEREAS**, Beaufort County has determined that a newly requested easement recorded on August 23, 2018 with the Beaufort County Register of Deeds at Book 3694 / Pages 1939-1941 shall replace the previously recorded easement on the property identified as TMS No. R600 039 00C 153A 0000; and

**WHEREAS**, the property owner has granted to Beaufort County a thirty-foot (30') drainage easement on the West border of the property identified as TMS No. R600 039 00C 153A 0000 recorded on August 23, 2018 with the Beaufort County Register of Deeds at Book 3694 / Pages 1939-1941 in exchange for relinquishment of the previous thirty-foot (30') drainage easement recorded on April 13, 2009 with the Beaufort County Register of Deeds at Book 2831 / Pages 1939-1941; and

**WHEREAS**, Beaufort County Council has determined it is in the County's best interest to relinquish the thirty-foot (30') easement which is attached hereto as Exhibit "A"; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED, BY BEAUFORT COUNTY COUNCIL,**  
that the County Administrator is hereby authorized to take all actions as may be necessary to  
relinquish the easement herein described and, with particularity, identified on Exhibit "A".

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Beaufort County Attorney

ATTEST:

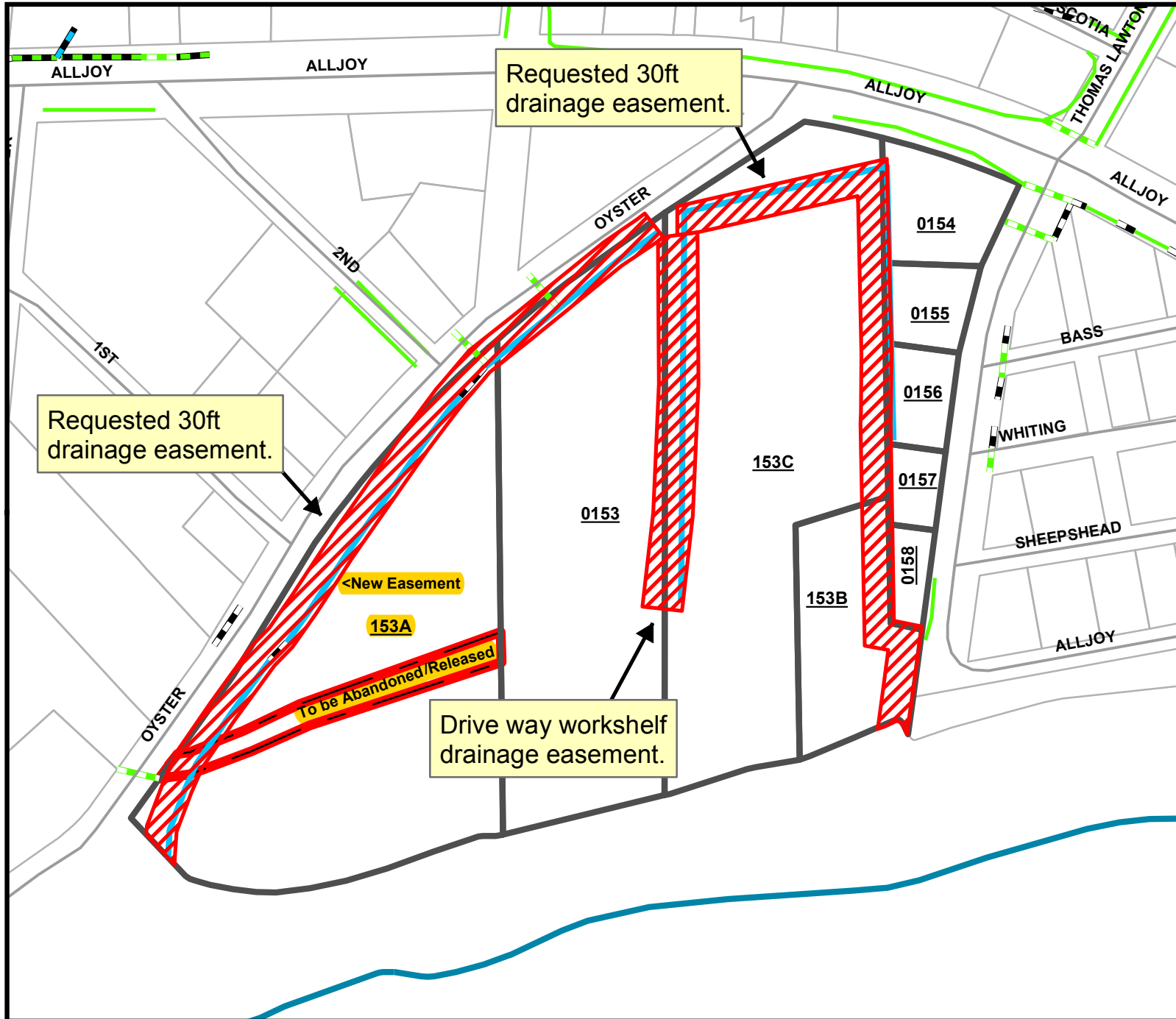
\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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

**(Exhibit "A")  
R600-039-00C  
Oyster Street.**

**Activity: Drainage  
Easement Request**

**Township:  
Bluffton**



**Legend**

- River
- Creek/Stream
- River/Creek/Marsh BANK
- Channel Pipe
- Roadside
- Roadside Pipe
- Road Pipe
- Crossline Pipe
- Driveway Pipe
- Lateral
- Lateral Pipe
- Access Pipe
- Bleeder Pipe
- Channel (fka Outfall)
- Easements
- Ditch to be Constructed
- Requested Esmt
- Affected Parcels
- Parcels



1 inch = 142 feet



**ORDINANCE NO. 2018 / \_\_\_\_**

**A SUPPLEMENTAL ORDINANCE ESTABLISHING A TIMELINE FOR FUNDS TO BE PROVIDED FROM BEAUFORT COUNTY, ON BEHALF OF ITSELF AND AS FISCAL AGENT, TO SATISFY COMMITMENTS BY BEAUFORT COUNTY, THE TOWN OF BLUFFTON AND BEAUFORT COUNTY SCHOOL DISTRICT TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR THE FINANCING AND CONSTRUCTION OF THE LOWCOUNTRY CULINARY INSTITUTE AND TOURISM CENTER**

**WHEREAS**, Beaufort County Council previously adopted Ordinance 2018/3 committing \$3,243,000 in Hospitality Tax funds for the construction of a culinary art institute and tourism center (CAI) by the Technical College of the Lowcountry (TCL); and

**WHEREAS**, Beaufort County Council previously adopted Ordinance 2018/2 committing \$5,000,000 from revenues generated from the Buckwalter MCIP and from other lawfully available revenues generated from ad valorem taxes collected from properties within the Buckwalter MCIP after the expiration of the Intergovernmental Agreement dated April 28, 2008 (MCIP Agreement), among Beaufort County, the Town of Bluffton (Town), and Beaufort County School District (School District); and

**WHEREAS**, the MCIP Agreement (authorized by Ordinance 2008/15 and 2008/22) is presently scheduled to expire in April 2028; and

**WHEREAS**, Beaufort County, the Town, and the School District entered into a Memorandum of Understanding dated February 15, 2018 whereby each entity provides a financial commitment to TCL for the construction of the CAI, as follows:

- the Town has committed \$500,000 from the Buckwalter MCIP funds from now until the expiration of the MCIP Agreement; and
- the School District has committed \$125,000 per year for 20 years from revenues generated from properties within the Buckwalter MCIP for a total of \$2.5 million; and
- Beaufort County has committed \$5,000,000 from revenues generated by the properties in the Buckwalter MCIP through the expiration of the MCIP and, if necessary, from ad valorem taxes generated from properties within the Buckwalter MCIP after the expiration of the MCIP Agreement, and \$3,243,000 from immediately available Hospitality Tax funds; and

**WHEREAS**, TCL is in the process of arranging for the issuance by the South Carolina Jobs-Economic Development Authority of approximately \$8,000,000 of Revenue Bonds by or on its behalf to finance the construction of the CAI; and

**WHEREAS**, TCL has represented that securing the above-described commitments from Beaufort County, the Town and the School District have induced TCL to arrange for the issuance of the Revenue Bonds; and

**WHEREAS**, in order to issue the Revenue Bonds, it is evident that establishing the timeline for the County's \$5,000,000 commitment from the Buckwalter MCIP and ad valorem taxes from properties within the Buckwalter MCIP after the expiration of the MCIP Agreement is necessary; and

**WHEREAS**, because the School District's commitment is over a period of 20 years, it is necessary to confirm that Beaufort County will provide funds for years 11-20 on behalf of the School District and thereafter receive reimbursement from the School District from ad valorem taxes generated by properties within the Buckwalter MCIP after the expiration of the MCIP Agreement; and

**WHEREAS**, it is possible that the Buckwalter MCIP revenues will not be sufficient to enable Beaufort County, the Town and the School District to fully satisfy their respective commitments before the MCIP Agreement expires in 2028 thereby necessitating supplemental funds from the General Fund or an extended financing period; and

**WHEREAS**, TCL desires a ten year commitment from Beaufort County in an effort to keep the cost of the Revenue Bonds at a minimum and not extend the financing period and has committed approximately \$1.7 million of its capital reserve funds to help pay debt service for the Revenue Bonds, if necessary, in the event receipts from Beaufort County, the Town or the School District are insufficient to pay the debt service on the Revenue Bonds; and

**WHEREAS**, there have been discussions outlying a ten year period for Beaufort County's \$5,000,000 commitment wherein the School District revenues would be collected to reimburse Beaufort County in years 11-20 of the School District's commitment; and

**WHEREAS**, Beaufort County acts as the fiscal agent for collection of Buckwalter MCIP revenues and ad valorem taxes for both the School District and the Town.

**NOW, THEREFORE, BE IT ORDAINED** as follows:

1. Beaufort County Council commits Beaufort County's portion of revenues generated from the Buckwalter MCIP and other general fund revenues (County Sources), up to a total of \$5,000,000, subject to annual appropriation as provided in Section 4 herein, to TCL for financing and construction of the CAI, including the payment of debt service on the Revenue Bonds issued therefor; provided, the Revenue Bonds may have periodic interest and principal payments as long as the aggregate annual payments are substantially equal and the County Sources shall be made available as and when debt service payments are due thereon. It is further ordained,

that Beaufort County Council will meet its \$5,000,000 financial commitment within 10 years of the issuance of the Revenue Bonds or the end of calendar year 2028, whichever comes first.

2. Beaufort County Council hereby finds that TCL's construction of the CAI, and Beaufort County's commitment described above serves a corporate and public purpose. As authorized by Ordinance 2018/3 committing \$3,243,000 in Hospitality Tax funds, Beaufort County Council confirms such funds shall be immediately available to TCL upon commencement of construction of the CAI.

3. Beaufort County, acting as fiscal agent, will ensure the financial commitments of the Town and the School District are met as provided for in the February 15, 2018 Memorandum of Understanding. As such, the County will provide the funds to satisfy the Town's and the School District's commitment during the term of the MCIP Agreement, to the extent MCIP revenues are insufficient therefor, and to satisfy the School District's commitment during the ten years following the expiration of the MCIP Agreement (e.g., years 11-20 during the period 2018-2028), by advancing such funds during the term of the MCIP Agreement at the same time and in the same amounts as Beaufort County's commitment described above (e.g. within 10 years of the issuance of the Revenue Bonds or the end of calendar year 2028, whichever comes first). Thereafter, to the extent the Town's or the School District's commitment was advanced or satisfied by Beaufort County during the term of the MCIP Agreement, the Town's or the School District's portion of ad valorem taxes generated from properties within the Buckwalter MCIP after the expiration of the MCIP Agreement, as applicable, will be applied to reimburse Beaufort County for any such payments made in advance or to satisfy the Town's and the School District's commitment on mutually agreeable terms.

4. It is the intent of Beaufort County that it will make \$800,000 payments annually in the aggregate, to or upon order of TCL, for a period of ten years (e.g. within 10 years of the issuance of the Revenue Bonds or the end of calendar year 2028, whichever comes first), on behalf of itself and as fiscal agent for the Town and the School District, to satisfy their respective commitments, in addition to the Hospitality Tax funds provided by separate ordinance.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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Thomas J. Keaveny, II, County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018, By Title Only

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

2018/\_\_\_

**AN ORDINANCE ESTABLISHING WRITTEN FINANCIAL POLICY GUIDELINES FOR BEAUFORT COUNTY, SOUTH CAROLINA**

**WHEREAS**, on October 22, 2018, the Finance Committee voted to recommend establishing Beaufort County Financial Policy Guidelines to better articulate the use of monies, as well as, provide for greater financial stability for Beaufort County; and

**WHEREAS**, having written financial policies will assist in maintaining Beaufort County bond rating; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to establish the Beaufort County Financial Guidelines as provided herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the Beaufort County Financial Policy Guidelines are hereby established as shown in the attached Exhibit A.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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



# Financial Policy Guidelines

*For:*

## Beaufort County, South Carolina

<b>Authority:</b>	South Carolina Statutes and other Public Finance Law
<b>Supersedes:</b>	Financial policies existing prior to date of adoption
<b>Review Responsibility:</b>	Financial Services
<b>Review Scheduled:</b>	Annually or as needed
<b>Approval Needed:</b>	County Council (Ordinance # 2018/___)

**Adopted: the \_\_\_ day of \_\_\_\_\_, 2018**

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## 1. OBJECTIVES

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practices of Beaufort County, South Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the County's ability to insulate itself from fiscal crisis,
- Enhances short-term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the County rather than single issue areas,
- Promotes the view of linking long-term financial planning with day to day operations, and
- Provides the County Council, citizens and the County professional management team a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

This comprehensive Financial Policy Guideline combines existing policies with new policies. Existing policies were reviewed for accuracy and completeness. Additionally, numerous other jurisdictions financial policies were studied to identify new policy guidelines that are appropriate for Beaufort County. With the above objectives as a guide, the following fiscal policy guideline is presented.



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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## 2. OPERATING BUDGET

1. The County will develop the Budget in conjunction with a stated program of performance objectives and measures in which to gauge progress toward meeting those objectives.
2. The Financial Services Department will maintain a system for monitoring the County's budget during the fiscal year. This system will provide opportunity for departments and management to monitor and evaluate monthly financial information on expenditures and performance at both the department and fund level. Included will be provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of South Carolina budgetary statutes.
3. The County shall continue to focus on using one-time, non-recurring, or other special revenues for funding special one-time projects.
4. The County will continue to pursue an aggressive policy seeking the collection of delinquent rescue collections, permits and other fees due to the County.
5. For services that benefit specific users, the County shall establish and collect fees to recover the costs of those services. The County Council shall determine the appropriate cost recovery level when establishing user fees. Where feasible and desirable, the County shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery attainment levels, to compare them to the current fee structure, and to recommend adjustments where necessary.
6. The County shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The County shall also strive to minimize the property tax burden on Beaufort County residents.
7. In order to maintain a stable level of services, the County shall use an anticipated, conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and resulting impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should help avoid the need for mid-year service reductions.

## 2. OPERATING BUDGET (continued)

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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8. The County shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue updates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, furloughs, lay-offs, forced days off, expenditure reductions, fee increases, or use of fund balance. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget for recurring expenditures.
9. The tax rate will be set each year in accordance with state law and based on the cost of providing general governmental services and paying debt service. Consideration will be given to future net revenue requirements for capital improvement projects, operational expenditure impacts and programmed debt service.
10. Expenditure budgets are reviewed by staff, the County Administrator, and County Council prior to adoption and are continually monitored throughout the budget year. Budgeted funds will be spent for the categorical purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was issued. Donations will be spent only toward the intent for which they were given.
11. Annually, the County will update a three-year period forecast (for both revenues and expenditures). This forecast will assist in taking a long-term view of the financial planning of the General Fund and will assist with the preparation of the County's strategic biennial budget.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## 3. CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET

1. The County will prioritize all capital improvements in accordance with an adopted capital improvement program (CIP) and South Carolina law.
2. The County will develop a five-year plan for capital improvements and review and update the plan at least annually. The County conducts a needs assessment and projects are ranked according to priority. The estimated costs and potential funding sources for each capital project proposal will be identified before it is submitted for approval within the Capital Improvement Program (CIP) budget. The estimated costs will include consideration for inflation; the inflation rate to be determined annually in the budget process and disclosed in the capital budget. Additional projects can be added to the CIP without ranking, but funding for projects added in this manner are subject to normal operating budget constraints.
3. The County will enact a capital budget every year based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. In general, effective maintenance and operations of capital facilities should be given priority over acquisition of new facilities, unless a cost/benefit analysis indicates to the contrary. In addition, state or federal mandates or new service demands may require acquisition of new facilities even when maintenance needs are not fully met. The County shall have an on-going 10-year facilities improvement plan to respond to maintenance and operational needs timely.
5. The County will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
6. The County will seek intergovernmental assistance to finance those capital improvements that are consistent with the capital improvement plan and County priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
7. The County will maintain all its assets at a level adequate to protect the County's capital investment and to minimize future maintenance and replacement costs. The County will maintain accurate information on the condition, lifespan and estimated replacement cost of its major physical assets to assist in long term planning.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## 3. CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET (continued)

8. The County will identify the estimated costs and potential funding sources for each capital project proposed before it is submitted for approval.
9. The County will attempt to determine the most cost effective and flexible financing method for all new projects.
10. The County will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.
11. The capitalization for fixed asset purchases shall be \$10,000. Fixed assets will only be capitalized if they have a useful life of at least two years following the date of acquisition.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## 4. FINANCIAL RESERVES POLICIES

In 2014 the County adopted a General Fund Balance Policy. It is found in Beaufort County's Code of Ordinances Section 2-403 through 2-405.

### A. General Fund Reserve Policy

1. The County will establish and maintain an unassigned General Fund Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained within a range of seventeen percent (17%) and thirty percent (30%) of the total General Fund expenditures for the previous fiscal year and **will be measured at the end of each fiscal year.**
2. The General Fund Reserve balance should only be used in certain limited situations such as to stabilize revenues, mitigate a projected deficit in the current operating period, retire or defease outstanding bonds or notes of the County, fund one-time or unanticipated expenditures, and pay judgments or otherwise settle legal disputes and claims.
3. Any action that results in reducing the General Fund Reserve balance below the seventeen percent (17%) threshold shall contain a provision specifically authorizing the use of such funds.
4. The County Administrator or Finance Director shall inform the Council, with as much advance time as may be practical under the circumstances, whenever the County has obligations that would reasonably be expected to result in the General Fund balance to decline below the minimum seventeen percent (17%) threshold.
5. At any time that the Council determines that the use of the General Fund Reserve balance within the seventeen (17%) to thirty percent (30%) range is needed for one or more of the reasons provided for in this section, the Council shall, by ordinance, authorize the use of such reserves.
6. At no time shall County Council take action which shall have the effect of reducing the General Fund balance to an amount below seventeen percent (17%) of total General Fund expenditures for the previous fiscal year without first declaring that an emergency exists within the County thereby necessitating the use of such funds.
7. Beaufort County shall, during the August through October hurricane season, maintain **a fund balance of unrestricted and** available cash and/or cash equivalents equal to a minimum of seventeen (17%) of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.
8. The General Fund Reserve balance should be reported to County Council quarterly and be reviewed annually or as needed.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## B. Debt Service Fund Reserve Policy

1. The County will confine long-term borrowing to capital improvement or projects that cannot be paid for from current revenues or fund balance except where approved justification is provided.
2. The County will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the County finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be calculated at least every two years and included in the review of financial trends.
4. Where feasible, the County will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. Prior to the issuance of new General Obligation (GO) debt, consideration shall be given to forecasted tax rate requirements, ratio of net GO debt to assessed taxable value, net GO debt per capita, and debt service payments to General Fund operating budget.
6. Direct net debt as a percentage of total market value of taxable property should not exceed 2.5%. Direct net debt is defined as all debt issued in accordance with Article X, Section 14, Paragraph 7(a) of the South Carolina Constitution, an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such political subdivision.
7. The ratio of direct debt service expenditures as a percent of total governmental fund expenditures will be targeted to remain at or below 15.0% but in any case should not exceed 18.0%.
8. The County recognizes the importance of underlying and overlapping debt in analyzing financial condition. The County will regularly analyze total indebtedness including underlying and overlapping debt.
9. The County may employ municipal finance professionals to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.
10. The County shall use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its financial reporting obligations.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## **B. Debt Service Fund Reserve Policy (continued)**

11. The County will use fixed rate debt in most cases to finance its capital needs; however, the County may issue variable rate debt when necessary if deemed in the best interest of the County.
12. Debt structures that result in significant “back loading” of debt should be avoided.
13. The Chief Financial Officer (CFO) will maintain good communications with bond rating agencies:
  - a. The CFO will provide periodic updates on the County’s financial condition.
  - b. Required disclosures on every financial report and bond prospectus will be followed.
  - c. The County may request ratings prior to the sale of securities from the major rating agencies for bond issues.
14. The County will strive to achieve and maintain the highest credit rating awarded by the bond rating agencies.
15. The County may undertake refinancing of outstanding debt:
  - a. When such refinancing allows the County to realize significant debt service savings (net present value savings equal to at least 2.0 percent of the refunded par amount) without lengthening the term of refinanced debt and without increasing debt service in any subsequent year; or
  - b. When the public policy benefits outweigh the costs associated with the issuance of new debt and any increase in annual debt service; or
  - c. When a restrictive covenant is removed to the benefit of the County.
16. The CFO shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.
17. The County will maintain enough fund balance, net of any potential incoming revenue, within its Debt Service Fund and County Purchase Property Fund to cover the County’s interest-only payments occurring on August 1 and September 1 of every fiscal year. The additional revenues required to grow the fund balance may be achieved by maintaining all borrowing premium revenues. (Ordinance No. 2014/7)

## **V. CASH MANAGEMENT AND INVESTMENT POLICY**



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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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The Treasurer serves as the County's chief banker and investment officer, charged with the responsibility of investing funds that are not needed for immediate expenditures. The Following is the investment policy of the Beaufort County and the Beaufort County Treasurer's Office. The scope of this investment policy applies to all moneys and other financial resources available for deposit and investment by the Beaufort County Treasurer's Office on behalf of Beaufort County and on behalf of any other agency.

1. The primary objectives of the Treasurer's Office investment activities are, in priority order:
  - a. To conform with all applicable federal, state and other legal requirements (legality);
  - b. Adequately safeguard principal (safety);
  - c. To provide sufficient liquidity to meet all operating requirements (liquidity) and;
  - d. To obtain a reasonable rate of return (yield).
2. To appropriately meet these objectives, the Treasurer's Office will make investment decisions based on current and ongoing cash flow needs.
3. All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence. Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledge and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.
4. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
5. It is the policy of Beaufort County and the Treasurer's Office to diversify its deposits and investments by financial institution, by investment instrument, and by maturity schedule. Diversification of deposit and investment assets should be determined with the utmost care, with safety and liquidity being the primary objectives. As portfolios may range in size by account and purpose, depositories and investment managers should seek to invest as prudently as possible, with no investment representing more than 5% of the total portfolio value; including all accounts.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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As some accounts may be smaller in size, 5% of the total portfolio value may not be prudent from a diversification standpoint. With these types of accounts special care must be taken to ensure liquidity and safety. Under no circumstance should any investment in smaller accounts represent more than 20% of its portfolio value.

6. It is the policy of Beaufort County and the Treasurer's Office for all moneys collected by any officer or employee of Beaufort County, with the exception of certain special revenues and funds maintained by certain countywide elected officials, to transfer those funds to the Treasurer's Office, or the financial institution designated by the Treasurer's Office, within two (2) business days of receipt, or within the time period specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, ~~that transactions are executed in accordance with management's authorization, properly recorded,~~ and managed in compliance with applicable laws and regulations.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the time the proceeds are needed to meet expenditures for which such moneys were obtained. The separate identity of the sources of these funds shall be maintained at all times through the general ledger and any income received shall be credited on a pro rata basis to the general ledger fund or account from which the moneys were invested.

7. The Treasurer may utilize the services of any bank, trust company, or savings and loan association authorized to do business within the State of South Carolina.
8. All deposits and investments at a bank, trust company, or savings and loan association (hereinafter, collectively referred to as "depository"), including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively referred to as "deposits") made by the Treasurer's Office that are in excess of the amount of insured under the provisions of the Federal Deposit Insurance Act, including pursuant to a Deposit Placement Program in accordance with law, shall be secured by the depository in accordance with

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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South Carolina State Statute 6-5-15, which dictates the securing and collateralization of public funds.

9. As provided by the State of South Carolina Code of Laws Section 6, the Treasurer will invest moneys not required for immediate expenditure, for terms not to exceed its projected cash flow needs, in investments that adhere with South Carolina State Statutes 6-5-10 and 12-45-220.

The Beaufort County Treasurer may also deposit public monies in excess of current needs into the South Carolina State Treasurer's Local Government Investment Pool.

Repurchase agreements (referred to as REPOs) are complex transactions that can expose the investing local government to significant risks. If utilized, the Treasurer must submit the agreement to Beaufort County's legal counsel for review and approval; have the resources to negotiate the agreement with trading partners and custodial banks or trust companies, and monitor the investment daily. At a minimum, any repurchase agreement must comply with the requirements listed in Appendix A.

10. Some investments, although in conformity with South Carolina Code of Laws, may be in conflict with the County and the Treasurer's primary objectives of safety and liquidity. As such, the following investments are not permitted:
  - a. Interest-only Mortgage Securities
  - b. Principal-only Mortgage Securities
  - c. Z-Traunch Collateralized Mortgage Obligations (CMO's)
  - d. Floating Rate CMO's, including Inverse Floaters

11. All financial institutions and dealers with which the Treasurer's Office transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with and hold public funds. The Treasurer shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians.

If the Treasurer elects to utilize the services of a financial advisor, that advisor should have at least ten (10) years of experience managing public funds, five (5) years of which should be experience in managing funds within the State of South Carolina, and, at a minimum, should be a registered investment advisor. At least annually, the advisor must provide to the Treasurer their ADV forms, part I and II, filed with the Securities and Exchange Commission.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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The Treasurer shall maintain a list of financial institutions and dealers approved for investment purposes. To maximize safety, the Treasurer's Office could purchase through, deliver to and hold in custody of a bank or trust company all obligations, unless registered or inscribed in the name of the applicable government agency.

12. The Treasurer shall review this investment policy annually, or as needed, and shall have the power to amend this policy at any time. County Council shall regularly request reporting from the Treasurer regarding the status of investments and changes in investment policy.

Investment performance should be evaluated at least semi-annually and be taken into consideration when reviewing the investment policy. Investment performance benchmarks may include time weighed return, net of fees, on individual accounts as well as the overall portfolio.

13. The State Treasurer is authorized to assist the Treasurer's Office in investing funds that are temporarily in excess of operating. This can be accomplished by explaining investment opportunities through publication and other appropriate means; acquainting the Treasurer's Office with the State's practice and experience in investing short-term funds; and providing technical assistance in investment of idle funds when such assistance is requested.

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# Financial Policy Guidelines

Beaufort County, South Carolina  
Adopted *Month Date*, 2018

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## Appendix A- Repurchase Agreements

At a minimum, a repurchase agreement must comply with the following:

1. Trading partners should be limited to creditworthy banks or trust companies located and authorized to do business in the State of South Carolina or to registered primary dealers.
2. Unless the obligations that are purchased pursuant to the repurchase agreement are registered or inscribed in the name of the local government, obligations must be purchase through, delivered to and held in the custody of a bank or trust company located and authorized to do business in the State of South Carolina. The custodial bank or trust company may not be the seller of the obligations that are the subject of the repurchase agreement.
3. A Master Repurchase Agreement must be entered into, outlining the basic responsibilities and liabilities of the buyer and seller and a written agreement with the custodial bank or trust company, outlining the basic responsibilities and liabilities of the buyer, seller and custodian.
4. The custodial agreement should provide that the custodian takes possession and maintains custody of the obligations exclusively for the local government, that the obligations are free of any claims against the trading partner, and that any claims by the custodian are subordinate to the local government's claims or rights to those obligations.
5. The obligations must be credited to Beaufort County, or the applicable agency, on the records of the custodial bank or trust company, and the transaction must be confirmed in writing to the local government by the custodial bank or trust company.
6. The obligations purchased may only be sold or presented for redemption of payment by the custodian upon written instructions of the Treasurer.
7. A perfected security interest must be obtained in the obligation.
8. Agreements may be for no more than 30 days.
9. Agreements must specify whether to include margin requirements.
10. No substitution of obligations is permitted.
11. Payment for the purchased obligations should not be made by the custodial bank or trust company until the obligations are actually received, preferably done simultaneously.

**ORDINANCE 2018/\_\_\_**

**AN ORDINANCE TO APPROPRIATE AN ADDITIONAL \$457,447.00 OF 2017 GENERAL OBLIGATION BONDS TO PROVIDE MATCHING FUNDS WITH BEAUFORT-JASPER WATER & SEWER AUTHORITY AND LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR THE BONAIRE ESTATES SEWER IMPROVEMENTS PROJECT**

**WHEREAS**, Beaufort County has agreed to a sewer improvement project for Bonaire Estates; and

**WHEREAS**, on October 8, 2018, the Community Services Committee recommended review by the Finance Committee; and

**WHEREAS**, on October 22, 2018, the Finance Committee voted to recommend to County Council to appropriate additional funds for the purposes aforementioned; and

**WHEREAS**, due to unexpected engineering difficulties, additional costs have accumulated whereby Beaufort County and Beaufort-Jasper Water & Sewer Authority will be jointly responsible for the additional costs; and

**WHEREAS**, the additional expenditures not previously contemplated are necessary to complete the County grant funded project and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to approve this appropriation of general obligation bonds herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to appropriate \$457,447.00 of general obligation bonds for the purpose of completing the Bonaire Estates sewer improvement project.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

BONAIRE ESTATES SEWER PROJECT PROPOSED BUDGET  
 UPDATED 10/19/2018

Funding Sources (With RIA Grant) Capacity Fees added Back to Project					
	Project Budget	Beaufort County	BJWSA	CDBGrant	RIA Grant
<b>TOTAL</b>	<b>\$ 3,925,051</b>	<b>\$ 1,064,866</b>	<b>\$ 1,360,185</b>	<b>\$ 1,000,000</b>	<b>\$ 500,000</b>
ACTUAL CASH OUTFLOW	\$ 3,629,731	\$ 1,064,866	\$ 1,064,865	\$ 1,000,000	\$ 500,000
IN-KIND CONTRIBUTIONS	\$ 295,320	\$ -	\$ 295,320	\$ -	\$ -
Detail Project Budget (with RIA Grant)					
	Project Budget	Beaufort County	BJWSA	CDBGrant	RIA Grant
<b>Construction</b>	<b>\$ 3,197,973</b>	\$ 974,162	\$ 827,611	\$ 896,200	\$ 500,000
Contingency (10%)	228,308	87,254	87,254	53,800	-
Engineering	150,000	-	150,000	-	-
LCOG (admin)	53,450	3,450	-	50,000	-
Total Project Budget	<b>\$ 3,629,731</b>	<b>\$ 1,064,866</b>	<b>\$ 1,064,865</b>	<b>\$ 1,000,000</b>	<b>\$ 500,000</b>

**Capacity Fee Detail**

LMI Capacity Fees	\$ 295,320	\$ -	\$ 295,320	\$ -	\$ -
Non-LMI Capacity Fees	\$ 182,160	\$ 182,160	\$ -	\$ -	\$ -
	\$ 477,480	\$ 182,160	\$ 295,320	\$ -	\$ -

BJWSA will contribute the funds for the LMI Capacity Fees (107 parcels)

**Non-LMI homes will need to pay capacity for each individual connection (66 parcels)**

Total 173 parcels (per calculations above), \$2,760 per parcel

**Beaufort County Ordinance 2018/11 approved a supplemental appropriation in the amount of \$607,419 for the Bonaire Estates Sewer Project.**

**Therefore, an additional \$457,447 of funding is needed for this project.**



BONAIRE ESTATES SEWER PROJECT APPROVED BUDGET  
UPDATED 7/5/2017

Funding Sources (With RIA Grant) Capacity Fees added Back to Project					
	Project Budget	Beaufort County	BJWSA	CDBGrant	RIA Grant
<b>TOTAL</b>	<b>\$ 3,010,158</b>	<b>\$ 607,419</b>	<b>\$ 902,739</b>	<b>\$ 1,000,000</b>	<b>\$ 500,000</b>
ACTUAL CASH OUTFLOW	\$ 2,714,838	\$ 607,419	\$ 607,419	\$ 1,000,000	\$ 500,000
IN-KIND CONTRIBUTIONS	\$ 295,320	\$ -	\$ 295,320	\$ -	\$ -
Detail Project Budget (with RIA Grant)					
	Project Budget	Beaufort County	BJWSA	CDBGrant	RIA Grant
<b>Construction</b>	<b>\$ 2,283,080</b>	\$ 516,715	\$ 370,165	\$ 896,200	\$ 500,000
Contingency (10%)	228,308	87,254	87,254	53,800	-
Engineering	150,000	-	150,000	-	-
LCOG (admin)	53,450	3,450	-	50,000	-
<b>Total Project Budget</b>	<b>\$ 2,714,838</b>	<b>\$ 607,419</b>	<b>\$ 607,419</b>	<b>\$ 1,000,000</b>	<b>\$ 500,000</b>

**Capacity Fee Detail**

LMI Capacity Fees	\$ 295,320	\$ -	\$ 295,320	\$ -	\$ -
Non-LMI Capacity Fees	\$ 182,160	<b>\$ 182,160</b>	\$ -	\$ -	\$ -
	\$ 477,480	\$ 182,160	\$ 295,320	\$ -	\$ -

BJWSA will contribute the funds for the LMI Capacity Fees (107 parcels)

**Non-LMI homes will need to pay capacity for each individual connection (66 parcels)**

Total 173 parcels (per calculations above), \$2,760 per parcel

BONAIRE ESTATES SEWER PROJECT ORIGINAL BUDGET  
CDB GRANT ONLY, PRIOR TO RIA GRANT  
JUNE 2016

<b>ORIGINAL PROJECT BUDGET SUBMITTED WITH GRANT APPLICATION</b>				
	Project Budget	Funding Sources (Original)		
		Beaufort County	BJWSA	CDBGrant
<b>Construction</b>	<b>\$ 1,166,160</b>	\$ 216,000	\$ 53,960	\$ 896,200
Contingency (10%)	116,616	62,816	-	53,800
Engineering and other fees	465,386	3,450	411,936	50,000
Engineering (10%)	116,616	-	116,616	-
Capacity Fees <sup>1</sup>	295,320	-	295,320	-
LCOG	53,450	3,450	-	50,000
<b>Total Project Budget</b>	<b>\$ 1,748,162</b>	<b>\$ 282,266</b>	<b>\$ 465,896</b>	<b>\$ 1,000,000</b>

NOTE 1: Capacity Fees are an in-kind contribution by BJWSA. Therefore, Capacity Fees are treated separately below for purposes of determining the actual cash demand necessary for this project.

**Capacity Fee Detail**

LMI Capacity Fees	\$ 295,320	\$ -	\$ 295,320	\$ -	\$ -
Non-LMI Capacity Fees	\$ 182,160	<b>\$ 182,160</b>	\$ -	\$ -	\$ -
	\$ 477,480	\$ 182,160	\$ 295,320	\$ -	\$ -

BJWSA will contribute the funds for the LMI Capacity Fees (107 parcels)

**Non-LMI homes will need to pay capacity for each individual connection (66 parcels)**

Total 173 parcels (per calculations above), \$2,760 per parcel

**2017 GENERAL OBLIGATION BONDS**

**BEAUFORT COUNTY ORDINANCE 2016/32 (DATED OCTOBER 24, 2016)**

**\$51 MILLION AS FOLLOWS: \$26 MILLION COUNTY PROJECTS, \$20 MILLION RURAL CRITICAL LANDS, and \$5 MILLION STORMWATER UTILITY**

<u>GL Account#</u>	<u>Description</u>	<u>Original Budget</u>	<u>Actual to Date</u>	<u>Encumbered to date</u>
40100011-54115	DETENTION CENTER SECURITY UPGRADES	\$ 1,000,000	\$ 32,514	\$ 54,206
40100011-54140	BCSO-EMERGENCY MGMT COMMUNICATIONS EQUIP	8,800,000	1,599,426	6,239,838
40100011-54410	EMERGENCY MEDICAL SERVICES (EMS) FACILITIES (2 NEW)	2,500,000	8,700	10,400
40100011-54420	VOTERS REGISTRATION FACILITY IMPROVEMENTS	250,000	181,272	29,562
40100011-54450	ROAD IMPROVEMENTS - PINCKNEY ISL RESERVE/CC HAIG BOAT LANDING ROAD IMPRV	2,000,000	-	-
40100011-54500	ROAD IMPROVEMENTS - WINDMILL HARBOR/JENKINS ISLAND	7,400,000	93,778	94,216
40100011-54600	ANIMAL SERVICES NEW CAMPUS (PART II)	3,500,000	2,289,273	2,804,200
40100011-56000	CONTINGENCY	550,000	-	-
	<b>TOTAL 2017 GO BOND PROJECTS</b>	<b>\$ 26,000,000</b>	<b>\$ 4,204,963</b>	<b>\$ 9,232,421</b>
	<b><u>Council Approved Use of Contingency</u></b>			
	EnerGov (Tyler Technologies)			
40100011-54114	Community Development Software	\$ 91,203	-	91,203.00
	Emergency Medical Services (EMS)			
40100011-54410	Facilities (2 New)	\$ 370,000	-	-
		\$ 461,203	\$ -	\$ 91,203
	Contingency Remaining Balance	\$ 88,797		

**ORDINANCE 2018/ \_\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$179,500.00 FOR ADDITIONAL PERSONNEL IN THE SOLICITOR’S OFFICE**

**WHEREAS**, on October 22, 2018, the Finance Committee voted to recommend Beaufort County Council employ four (4) additional attorneys in the Beaufort County Solicitor’s Office to reduce the outstanding criminal cases exceeding one (1) year in General Sessions Court; and

**WHEREAS**, the funds for the aforementioned will derive from the Reserve Fund; and

**WHEREAS**, on October 22, 2018, Beaufort County Council voted on First Reading, By Title Only, to approve an appropriation to fund four (4) additional attorneys for the purposes aforementioned and for the remainder of FY 2018-2019; and

**WHEREAS**, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 is hereby amended to include in the “Solicitor” budget an additional approved appropriation of \$179,500.00 so that the total budget for item “D” equals \$1,424,500.00.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading: October 22, 2018, By Title Only

Second Reading:

Public Hearing:

Third and Final Reading:

**RESOLUTION 2018/ \_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND TO ALLOW MUNICIPAL ORDINANCE VIOLATIONS TO BE HEARD IN THE BEAUFORT COUNTY MAGISTRATE COURT**

**WHEREAS**, the Town of Hilton Head Island desires to dissolve its Municipal Court and divest itself of the cost associated with the facilities or personnel to operate a Municipal Court to adjudicate matters which may arise out of operation of the Town of Hilton Head; and

**WHEREAS**, pursuant S.C. Code §14-25-5(c), “any municipality may prosecute any of its cases in any magistrate court in the county in which such municipality is situate upon approval by the governing body of the county”; and

**WHEREAS**, the Governmental Committee discussed and recommended consideration of the matter to full Council; and

**WHEREAS**, the citizens and residents of Beaufort County are best served by allowing the Town of Hilton Head Island municipal ordinance violations to be heard in the Beaufort County Magistrate Court; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to enter into the aforementioned agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute an Intergovernmental Agreement with the Town of Hilton Head Island to allow municipal ordinance violations to be heard in the Beaufort County Magistrate Court.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

# Hilton Head Island Municipal Court Financials

## Fiscal Year 2017/2018

	<u>Gross Collected</u>	<u>Net Disbursed</u>	<u>Victim's Fund</u>	<u>State Disbursed</u>
TR/CR	377,570.00	140,196.90	22,885.38	202,336.85
Muni	36,322.07	24,931.33	3,218.56	11,652.18
<b>Totals</b>	<b>413,892.07</b>	<b>165,128.23</b>	<b>26,103.94</b>	<b>213,989.03</b>

## Fiscal Year 2015/2016

	<u>Gross Collected</u>	<u>Net Disbursed</u>	<u>Victim's Fund</u>	<u>State Disbursed</u>
TR/CR	465,169.54	154,094.71	27,400.66	226,559.04
Muni	110,283.73	57,168.95	9,732.92	41,541.86
<b>Totals</b>	<b>575,453.27</b>	<b>211,263.66</b>	<b>37,133.58</b>	<b>268,100.90</b>

## Fiscal Year 2016/2017

	<u>Gross Collected</u>	<u>Net Disbursed</u>	<u>Victim's Fund</u>	<u>State Disbursed</u>
TR/CR	560,226.99	194,551.68	32,130.20	269,284.86
Aug	81,055.42	48,305.11	6,394.69	25,735.62
<b>Totals</b>	<b>641,282.41</b>	<b>242,856.79</b>	<b>38,524.89</b>	<b>295,020.48</b>

**Gross:** Total (\$) Bonds, Fines, Assessments, Fees & Surcharges Collected by Court

Note: This Total includes Bonds being held for Trials (Not Yet Disbursed)

**Net:** Total Fines (\$) Retained (disbursed to) by Town

**Victim's Fund:** Total \$ Disbursed to required Victims Fund

Note: These funds are disbursed to Beaufort County for Victims services

**State:** Total Assessments/Surcharges/Fees(\$) Disbursed to State





September 13, 2018

Mr. Eric Larson  
Beaufort County  
120 Shanklin Road  
Beaufort, SC 29906

**Brewer Memorial Park**

Sea Island Parkway - Lady's Island, South Carolina  
Civil Engineering Proposal – Service Authorization No. 2  
Ward Edwards Project #: 170400A

Mr. Larson:

We appreciate the opportunity to continue our relationship with Beaufort County. We offer the following professional services proposal for your review and consideration. If you have any questions or comments, do not hesitate to contact me at 843-384-5266, or [pmoore@wardedwards.com](mailto:pmoore@wardedwards.com)

**PROJECT UNDERSTANDING**

Beaufort County would like to expand the scope of the Brewer Memorial Park design scope to include the existing County-owned parcel to the west of the original subject parcel. The scope will now include multiple BMPs extending across the two parcels and stabilization of the old bait pond banks. The following service authorization includes additional survey, design, and permitting services required for the second parcel

**SCOPE OF SERVICES**

**TASK 1: Additional Site Surveying**

Ward Edwards will provide the following Surveying services through a sub-consultant, Atlas Land Surveying:

1. Prepare tree, topographic, boundary and wetland survey of the second parcel (R200 015 000 143C 0000). The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR. Matching the LiDAR will allow for easy comparison of surveyed locations to un-surveyed onsite and offsite areas.
2. Survey highway features in front of the project site and locate the SCDOT outfall pipe, including the hydrodynamic separator.

## **TASK 2: Revised Geotechnical Investigation**

The geotechnical testing scope was revised based on the additional parcel and additional scope needed for the revised concept plan. The below scope is the new entirety of the services to be provided. The fee quoted below is the increase in fee needed to provide the entire scope. Ward Edwards will provide the following Geotechnical consulting services through a sub-consultant, F&ME Consultants.:

1. F&ME will advance five soil test borings as directed by Ward Edwards. Each boring will be extended to a depth of five feet below the ground surface, auger refusal, or hole collapse; whichever is shallower. Borings will be hand auger borings with Dynamic Cone Penetrometer. Soil samples will be classified in the field at the time of boring according to the USCS by the ASTM Visual-Manual method.
2. One bulk samples will be obtained from the auger cuttings from the soil boring in the existing gravel parking area. The bulk samples will be subjected to Standard Proctor Compaction test.
3. Three double ring infiltration tests will be performed to determine the infiltration rate of the soils. Infiltration tests will be performed at locations and depths specified by Ward Edwards.
4. One relatively undisturbed (Shelby Tube) sample will be obtained from the sediment at the existing pond. The samples will be observed for layering by an environmental professional and selected layers will be tested for hydrocarbon pollutants (BTEX).
5. Boring and bulk sample locations and elevations will be estimated from drawings provided by Ward Edwards and will be measured in the field with Trimble R6 GPS equipment. Northing and easting coordinates and ground surface elevation will be recorded on the log for each boring.
6. F&ME will evaluate recovered test boring soil samples and bulk samples. They will perform at classification tests (natural moisture content and grain size analysis with hydrometers), Atterberg Limits tests, Standard Proctor tests, and Organic Content tests at each site. The results of the laboratory testing will be utilized to help classify recovered soil samples and to prepare grading recommendations.
7. Groundwater measurements will be obtained at the time of drilling and again about 24-hours after drilling in complete. Bore holes will be filled with auger cuttings. Excavations for double ring infiltrometer testing will be filled with excavated soil. Soil backfill for the double ring excavations will not be compacted.
8. F&ME will provide a report that includes a summary of the field exploration, laboratory test results, measured groundwater levels, boring logs, site plan, and boring/bulk sample location plan. The report will also include recommendations for the following:
  - a. Seasonal high-water approximations
  - b. Groundwater mitigation if F&ME believes groundwater mitigation will be needed during construction
  - c. Recommendation for site preparation for mass grading.
  - d. Porous concrete paving thickness recommendations
  - e. Stabilization recommendations for pond bank
9. Assumptions/Limitations:

- a. Clearing will be needed to access some or all of the test locations. F&ME will attempt to locate borings to minimize clearing, however, some trees and underbrush will be cut. Beaufort County will be responsible for providing access and clearing permissions to Ward Edwards and F&ME.
- b. F&ME has proposed sampling and testing for hydrocarbon based pollutants in the sediments at Brewers Memorial Park. F&ME's environmental testing is limited to sediments the Park site. F&ME's environmental exploration at the Park is limited to hydrocarbon based pollutants that can be detected by BTEX laboratory tests. No other sampling and testing for pollutants are included.

### **TASK 3: Additional Civil-Site Engineering**

Ward Edwards will prepare the civil-site engineering design based on the conceptual plan developed with County input, the determined wetland delineation, the geotechnical investigation, and the site surveying. The scope of the design will include:

1. Compile base plan using the survey file provided in AutoCAD format and using the previous Conceptual Engineering Design plan.
2. Design the proposed bioretention, bioswales, permeable paving, and other BMPs as selected.
3. Design with assistance from a marine structural sub-consultant, the proposed wooden bulkhead along the pond bank.
4. Locate site improvements based on preservation of significant trees and limits to wetland impacts.
5. Prepare a stormwater hydrologic & hydraulic model to match the new proposed conditions. The model output will help estimate the expected runoff volume and rate reductions. It is assumed that the County will provide revised sub-basin information from the newly updated SWMP.
6. Prepare a basic water quality model to estimate the expected pollutant removal from the designed regional BMP. The revised water quality model will demonstrate that the proposed design will meet the County's water quality goals.
7. Prepare design plans detailing the civil construction associated with this project. Plans are prepared using AutoCAD software and paper copies are printed on 24" x 36" sheets. Design drawings will show:
  - a. Tree removal and preservation plans
  - b. Demolition plans
  - c. Staking plans
  - d. Sedimentation and soil erosion control plans
  - e. Drainage and grading plans
  - f. Civil Construction details and specifications

The proposed boardwalk and landscape improvement were excluded from the project design and permitting scope, assuming that the scope of this project is limited to the BMP improvements.

**TASK 4: Post-Construction Asbuilt Surveying**

Ward Edwards will provide the following Surveying services through a sub-consultant, Atlas Land Surveying:

1. Prepare a post-construction asbuilt survey of the constructed BMP suitable for NPDES permit closeout. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR.

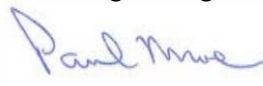
**FEES:**

The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project.

Service Description	Fee Type	Fee Amount
<b>Task 1: Additional Site Surveying</b>	Hourly Not To Exceed	<b>\$4,500.00</b>
<b>Task 2: Revised Geotechnical Investigation</b>	Hourly Not To Exceed	<b>\$4,800.00 increase over previous contract amount (\$8,300)</b>
<b>Task 3: Additional Civil Site Engineering</b>	Hourly Not To Exceed	<b>\$17,000.00</b>
<b>Task 4: Additional Post Construction Asbuilt Surveying</b>	Hourly Not To Exceed	<b>\$1,500.00</b>
<b>Total</b>		<b>\$27,800.00</b>

**SERVICE AUTHORIZATION:**

Additional contract terms appear in the attached Terms and Conditions (T&C) dated April 6, 2016. **Beaufort County** is the CLIENT in this Agreement. When signed below, this proposal and the referenced T&C represent the entire understanding and agreement of this Project between you and Ward Edwards and serve as the authorization for Ward Edwards to proceed with professional services. Modification must be made in writing and signed by both Ward Edwards and CLIENT.

By:   
 \_\_\_\_\_  
 Paul Moore, PE  
 Ward Edwards, Inc.

Approved By: \_\_\_\_\_  
 Eric Laron, PE  
 Beaufort County

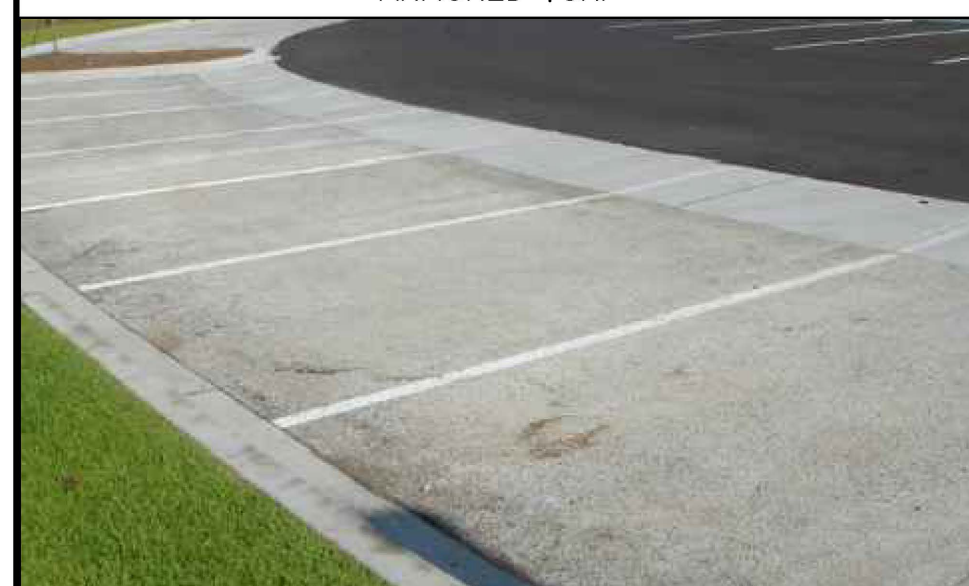
Date: August 15, 2017

Date: \_\_\_\_\_

THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF WARD EDWARDS, INC. REPRODUCTION OR ALTERATIONS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF WARD EDWARDS, INC. IS NOT PERMITTED.



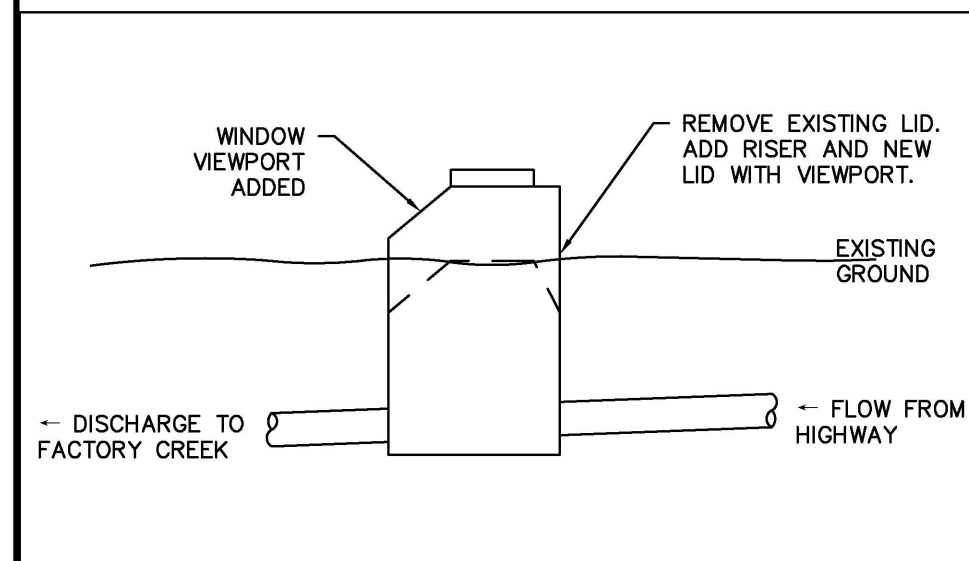
ARMORED TURF



PERMEABLE CONCRETE

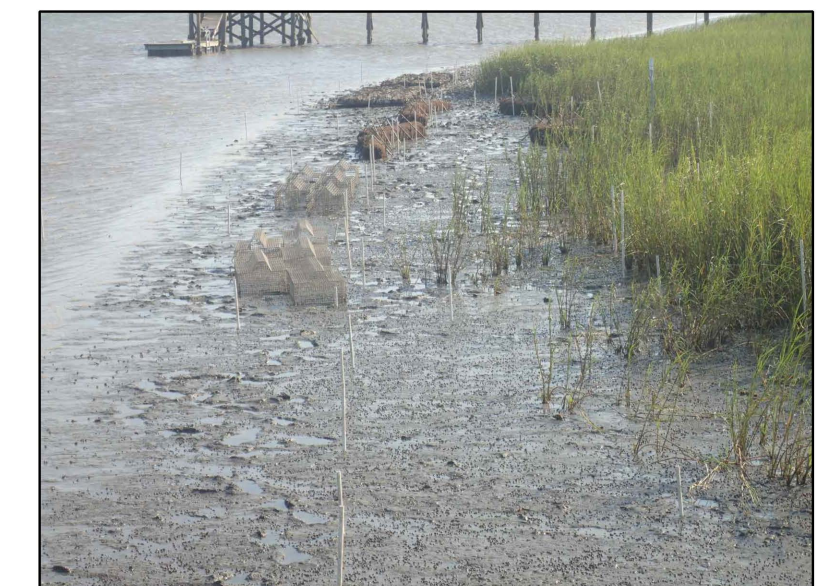


POROUS PAVERS



HYDRODYNAMIC SEPARATOR DEMONSTRATION LID

NOTE: EDUCATIONAL SIGNAGE TO BE INSTALLED AT EACH BMP



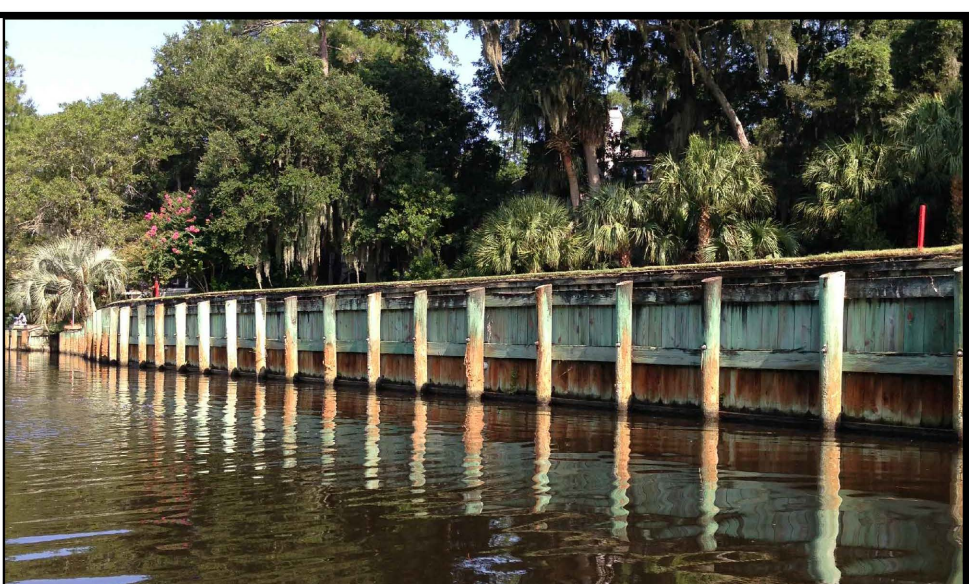
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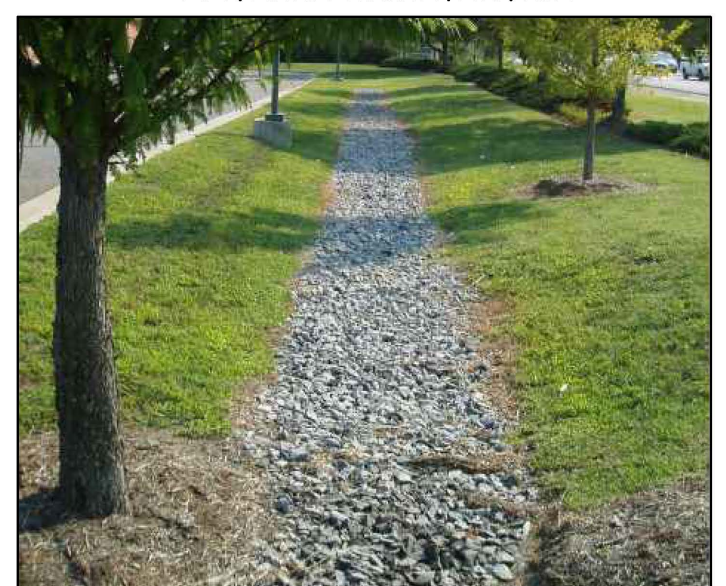
FILTERRA BIORETENTION



GRAVEL DRIVE



WOODEN BULKHEAD



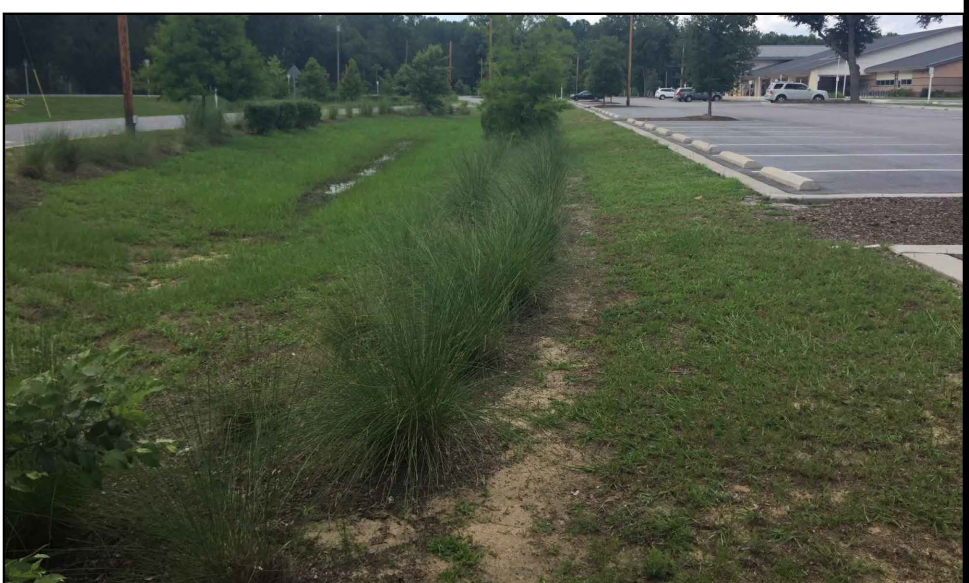
INFILTRATION TRENCH



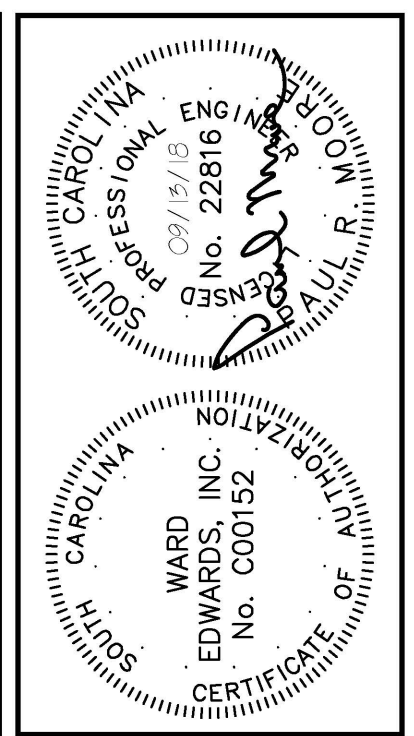
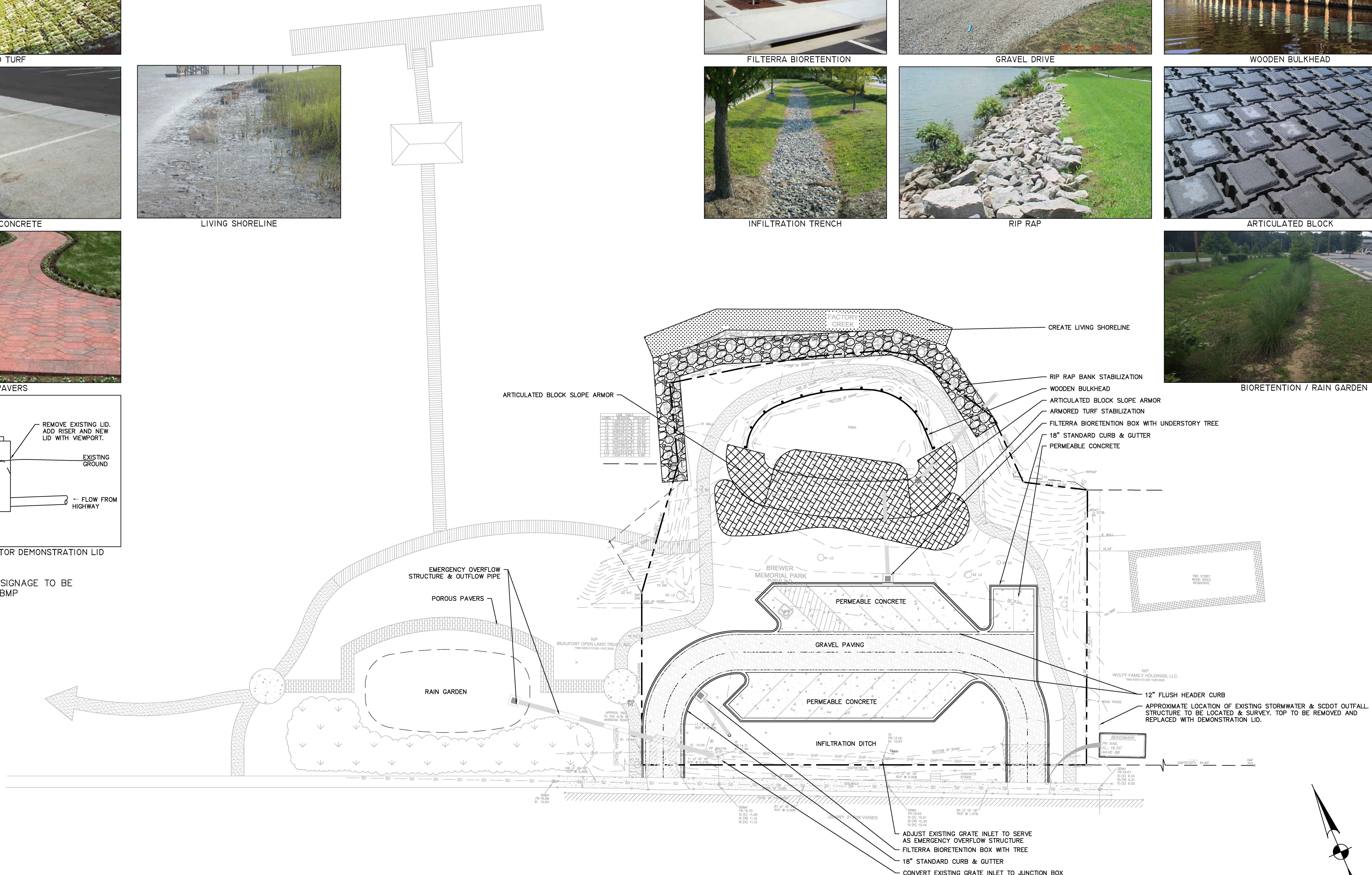
RIP RAP



ARTICULATED BLOCK



BIORETENTION / RAIN GARDEN



NO.	DESCRIPTION	DATE
7		
6		
5		
4		
3		
2		
1		

**Ward Edwards**  
ENGINEERING  
P.O. BOX 381, BLUEFORD, SOUTH CAROLINA 29910  
PH (803) 837-5252 FAX (803) 837-2326  
WWW.WARDEDWARDS.COM

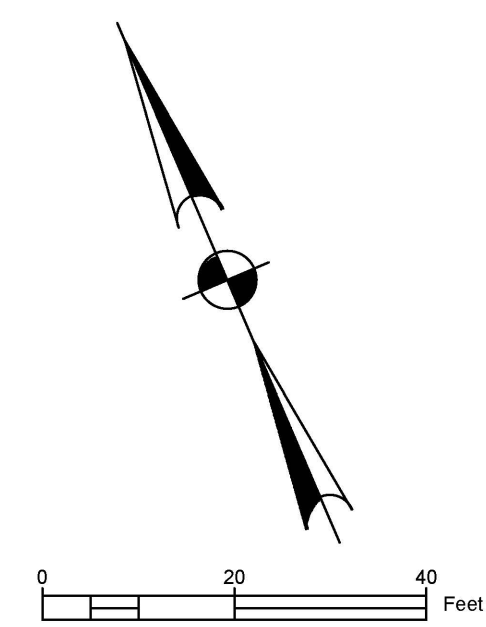
**BREWER MEMORIAL PARK**  
BEAUFORT COUNTY, SOUTH CAROLINA  
BEAUFORT COUNTY, SOUTH CAROLINA  
**CONCEPT PLAN**

NOT FOR CONSTRUCTION  
 RELEASED FOR CONSTRUCTION

PROJECT #:	1704.00A
DATE:	09/13/18
DESIGNED BY:	O.J.N.
CHECKED BY:	FRM
SCALE:	1"=20'

SHEET  
**EX.01**

# BREWER MEMORIAL PARK STORMWATER BMP IMPROVEMENTS



IF THIS SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE ACCORDINGLY



August 15, 2017

Mr. Eric Larson  
Beaufort County  
120 Shanklin Road  
Beaufort, SC 29906

**Brewer Memorial Park**

Sea Island Parkway - Lady's Island, South Carolina  
Civil Engineering Proposal – Service Authorization No. 1  
Ward Edwards Project #: 170400A

Mr. Larson:

We appreciate the opportunity to continue our relationship with Beaufort County. We offer the following professional services proposal for your review and consideration. If you have any questions or comments, do not hesitate to contact me at 843-384-5266, or [pmoore@wardedwards.com](mailto:pmoore@wardedwards.com)

**PROJECT UNDERSTANDING**

Our project understanding is described in the Work Plan section of the Response to Request for Qualifications for the Engineering and Consulting Services for Capital Improvement Plan – FY18. The scope of services and the associated fees match those listed in the Work Plan, but also include services for water quality monitoring collections services requested by the County after the short-list interview.

**SCOPE OF SERVICES**

**TASK 1: Conceptual Engineering**

Ward Edwards will provide the following Engineering Consulting Services:

1. Review background information provided by Beaufort County or gathered by Ward Edwards.
2. Conduct a review of the gathered information and perform exploratory field investigations of the project site and contributing watershed.
3. Attend meeting with Beaufort County and SCDHEC-OCRM to determine the project feasibility, identify permitting roadblocks, and decide upon the best course of action for design and permitting.
4. Prepare conceptual site plan showing the proposed BMP and site improvements.
5. Meet with Beaufort County to review the conceptual design and gain approval prior to final design and permitting.

## **TASK 2: Wetland Delineation & Verification**

Ward Edwards will provide the following Natural Resources consulting services through a sub-consultant, Newkirk Environmental Inc.:

1. Complete a comprehensive delineation of freshwater and saltwater wetlands within the referenced tract. This task will include flagging of wetland boundaries and coordination with survey crews to complete a field survey of the identified wetlands.
2. Upon completion and receipt of a survey plat of the wetlands, Newkirk Environmental will prepare and submit the required information to the US Army Corps of Engineers (USACE) and SCDHEC OCRM to obtain verification of the wetland delineation.
3. Newkirk will prepare and submit a request for jurisdictional determination which will include aerial photography depicting approximate wetland locations, USGS topographic maps, soil maps and data sheets representing typical site conditions to USACE.
4. Newkirk will coordinate the jurisdictional determination with the USACE throughout the review process to an initial conclusion. This will include site visits with USACE that are necessary to complete their review. Should revisions to the delineation be required including any additional fieldwork and/or documentation that's not normally required, this time will be billed as a time and expense fee.

## **TASK 3: Site Surveying**

Ward Edwards will provide the following Surveying services through a sub-consultant, Atlas Land Surveying:

1. Prepare tree, topographic, boundary and wetland survey of the park site including the existing bait pond and the adjacent marsh. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR. Matching the LiDAR will allow for easy comparison of surveyed locations to un-surveyed onsite and offsite areas.

## **TASK 4: Geotechnical Investigation**

Ward Edwards will provide the following Natural Resources consulting services through a sub-consultant, F&ME Consultants.:

1. F&ME will advance two soil test borings within the proposed basin foot print at each site, as determined by Ward Edwards. Each boring will be extended to a depth of fifteen feet below the ground surface, auger refusal, or hole collapse; whichever is shallower. Borings may be Standard Penetration Test (SPT) soil borings, hand auger borings with Dynamic Cone Penetrometer, or some combination of each. Soil samples will be classified in the field at the time of boring according to the USCS by the ASTM Visual-Manual method.

2. Two bulk samples will be obtained from the top five feet within each boring. These bulk samples will be subjected to Standard Proctor Compaction testing to help evaluate the soil suitability for use in an earthen berm.
3. Boring and bulk sample locations and elevations will be estimated from drawings provided by Ward Edwards and will be measured in the field with Trimble R6 GPS equipment. Northing and easting coordinates and ground surface elevation will be recorded on the log for each boring.
4. F&ME will evaluate recovered test boring soil samples and bulk samples. They will perform at least ten classification tests (natural moisture content and grain size analysis with hydrometers), 4 Atterberg Limits tests, two Standard Proctor tests, and two Organic Content tests at each site. The results of the laboratory testing will be utilized to help classify recovered soil samples and to prepare grading recommendations.
5. F&ME will provide a report that includes a summary of the field exploration, laboratory test results, measured groundwater levels, boring logs, site plan, and boring/bulk sample location plan. The report will also include recommendations for the following:
  - a. Groundwater mitigation if F&ME believes groundwater mitigation will be needed during construction
  - b. Recommendation for site preparation for mass grading.
6. Assumptions/Limitations:
  - a. Clearing will be needed to access some or all of the test locations. F&ME will attempt to locate borings to minimize clearing, however, some trees and underbrush will be cut. Beaufort County will be responsible for providing access and clearing permissions to Ward Edwards and F&ME.
  - b. F&ME has proposed sampling and testing for hydrocarbon based pollutants in the sediments at Brewers Memorial Park. F&ME's environmental testing is limited to sediments the Park site. F&ME's environmental exploration at the Park is limited to hydrocarbon based pollutants that can be detected by BTEX laboratory tests. No other sampling and testing for pollutants are included.
  - c. Due to past history of site usage, hydrocarbon testing of the soils in the pond may be needed. Testing for hydrocarbon (BTEX) contamination may be needed of the on-site soils to determine proper disposal. It was assumed that if needed, the testing will be required of the selection contractor prior to construction.



## **TASK 5: Civil-Site Engineering**

Ward Edwards will prepare the civil-site engineering design based on the conceptual plan developed with County input, the determined wetland delineation, the geotechnical investigation, and the site surveying. The scope of the design will include:

1. Compile base plan using the survey file provided in AutoCAD format and using the previous Conceptual Engineering Design plan.
2. Design the pond outfall modifications.
3. Locate other site improvements based on preservation of significant trees and limits to wetland impacts.
4. Prepare a stormwater hydrologic & hydraulic model to match the new proposed conditions. The model output will help estimate the expected runoff volume and rate reductions. It is assumed that the County will provide revised sub-basin information from the newly updated SWMP.
5. Prepare a basic water quality model to estimate the expected pollutant removal from the designed regional BMP. The revised water quality model will demonstrate that the proposed design will meet the County's water quality goals.
6. Prepare design plans detailing the civil construction associated with this project. Plans are prepared using AutoCAD software and paper copies are printed on 24" x 36" sheets. Design drawings will show:
  - a. Tree removal and preservation plans
  - b. Demolition plans
  - c. Staking plans
  - d. Sedimentation and soil erosion control plans
  - e. Drainage and grading plans
  - f. Civil Construction details and specifications

The proposed boardwalk and landscape improvement were excluded from the project design and permitting scope, assuming that the scope of this project is limited to the BMP improvements. It is understood that the County may want to construct additional BMPs at the site for use as a public education a demonstration site, in conjunction with Clemson Extension. The design and permitting of any additional site BMPs beyond the pond improvements are also excluded from the current civil engineering design and permitting scope.

### **TASK 6: Wetland Permitting**

Ward Edwards will provide the following Natural Resources consulting services through a sub-consultant, Newkirk Environmental Inc.:

1. NEC will coordinate with Ward Edwards to create permit drawings suitable for submittal to USACE and OCRM. Coordination will include attendance at team meetings and review of draft plans and permitting drawings. Upon receipt of suitable permit drawings, NEC will prepare and submit a Nationwide Permit along with a Critical Area Permit application package to USACE and SCDHEC-OCRM.
2. NEC will serve as a liaison between the applicant and the various state and federal regulatory agencies throughout the permit review and decision process to an initial conclusion by USACE and applicable certification by OCRM. This will include attendance at agency meetings, response to comment or questions, and coordination of additional information as needed.

The tasks and associated fees were estimated based on several assumptions based on prior experience. These assumptions, however, can be affected by sudden policy changes and discretions by regulatory agencies. In some instances, these sudden changes and discretions result in unanticipated actions and requests by the regulatory agencies. Unanticipated actions could include but are not limited to additional field work required by coordination with agencies, additional maps and/or additional research. Upon knowledge of such requests, and prior to undertaking work outside of the scope of the proposed tasks, WEE and NEC will notify Beaufort County. .

### **TASK 7: Regulatory Permitting**

Ward Edwards will apply for the following regulatory permits needed to construct the proposed pond and associated infrastructure:

- Beaufort County MS4 NPDES Permit
- SCDHEC OCRM Coastal Zone Consistency.
- SCDOT Encroachment Permit for utility improvements (if needed) within highway right-of-way.
- SCDOT Stormwater Permit for SCDOT drainage system outfall modification.
- Beaufort County Zoning Department for coordination on tree removal and site impacts.

Ward Edwards will prepare permit application packages according to each agency's application instructions. This task includes a single round of minor modifications associated with each agency's comments. A single iteration of comment/modification is typically sufficient for approval. In the event that there are additional comments that are "agency-specific" and not design-related, additional Permitting Consulting budget will be needed. Beaufort County is responsible for permit-related fees.

Note: The proposed boardwalk and landscape improvements were excluded from the project design and permitting scope, assuming that the scope of this project is limited to the BMP improvements.

### **TASK 8: Bidding and Construction Support**

Ward Edwards will provide the following services to support the bidding and construction Phase:

1. Prepare construction quantity takeoff
2. Update the Engineer's Estimate of Probable Construction Costs based on the final construction documents
3. Review front-end bidding and contract documents provided by County staff
4. Attend pre-bid conference
5. Support reviewing bids with County staff
6. Assist in contract negotiations between County and selected Contractor, if requested
7. Support in contract document coordination for execution
8. Attend a pre-construction conference with the Beaufort County and contractor(s).
9. Attend a weekly team coordination meeting with the County and contractor(s).
10. Provide a single review iteration of the supplied shop drawings associated with the construction documents and provide response to the contractor.
11. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that Ward Edwards will not make detailed inspections to provide exhaustive, continuous project review or observation services; however these levels of service can be provided if the project budget allows. The effort assumes 4 hours per week during construction for a 10 month construction schedule.
12. Provide services associated with construction observation on an as-needed basis in order to resolve questions or conflicts during the construction process. (RFI's Field Requests)
13. Perform a final Site Tour for general design compliance.
14. Prepare a punch list of identified site design deficiencies that need to be corrected prior to processing the final pay application for the project.
15. Schedule and attend final inspection with the County.
16. A record drawing survey of the infrastructure will be prepared by Atlas Surveying as part of the project surveying scope as required by regulatory agencies with jurisdiction over the project.
17. Manage construction documentation needed to comply with the EPA 319 Grant closeout requirements.

### **TASK 9: Post-Construction Asbuilt Surveying**

Ward Edwards will provide the following Surveying services through a sub-consultant, Atlas Land Surveying:

1. Prepare a post-construction asbuilt survey of the constructed BMP suitable for NPDES permit closeout. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR.

## **TASK 10: Water Quality Monitoring Collection**

Ward Edwards will provide the following services to support the pre and post construction water quality monitoring:

1. Determine location of field water collection sample at the proposed post-construction BMP outfall location. The location will be determined based on site visits of the property in current conditions on a couple of occasions to determine existing flow paths and areas that are most likely to contain water during routine visits throughout the year. The location will be reviewed with the County and the USCB Water Quality Lab for final approval. GPS coordinates will be provided to USCB and Beaufort County for use in mapping.
2. Field collect water samples at the determined location, every other week for one year before construction and for one year after construction, regardless of rainfall conditions. This will result in 26 pre-construction samples and 26 post-construction samples.
3. It is assumed that the USCB lab will provide gloves and sample bottles for use by Ward Edwards. USCB will also purchase the collection pole and will be reimbursed by Ward Edwards. Ward Edwards will provide the cooler used to store the sample.
4. Ward Edwards will record weather and tidal conditions at the time of sampling per the Beaufort County monitoring SOPs.
5. It was assumed that samples will be collected on Wednesdays and delivered to the USCB lab no later than 2:00.
6. It was assumed that Ward Edwards will collect one sample for use by the County and USCB to test for their pollutant of choice.
7. The fee assumed 5 hours of "Principal" time and 30 hours of "Project Manager" time to manage the two-year effort.
8. The fee assumed 3 hours per week of a field technician time to drive to the site, collect the sample, deliver it to the downtown Beaufort campus, and return to the Ward Edwards office. All mileage expenses are included in this fee. This results in a \$330 charge for each sample collection and delivery.
9. If the technician arrives at the site and is unable to collect a sample that week due to dry conditions, the effort is assumed to be only 2 hour of time and the County will be billed \$220 for that bi-weekly period.

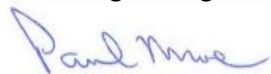
**FEES:**

The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project.

Service Description	Fee Type	Fee Amount
<b>Task 1: Conceptual Engineering</b>	Hourly Not To Exceed	<b>\$12,000.00</b>
<b>Task 2: Wetland Delineation &amp; Verification</b>	Hourly Not To Exceed	<b>\$2,500.00</b>
<b>Task 3: Site Surveying</b>	Hourly Not To Exceed	<b>\$3,000.00</b>
<b>Task 4: Geotechnical Investigation</b>	Hourly Not To Exceed	<b>\$8,300.00</b>
<b>Task 5: Civil Site Engineering</b>	Hourly Not To Exceed	<b>\$11,000.00</b>
<b>Task 6: Wetland Permitting</b>	Hourly Not To Exceed	<b>\$8,500.00</b>
<b>Task 7: Regulatory Permitting</b>	Hourly Not To Exceed	<b>\$10,000.00</b>
<b>Task 8: Bidding and Construction Support</b>	Hourly Not To Exceed	<b>\$8,000.00</b>
<b>Task 9: Post Construction Asbuilt Surveying</b>	Hourly Not To Exceed	<b>\$1,500.00</b>
<b>Task 10: Water Quality Monitoring Collection</b>	Hourly Not To Exceed	<b>\$24,000.00</b>
<b>Reimbursable Expenses</b>	As Incurred	<b>\$1,200.00</b>
<b>Total</b>		<b>\$90,000.00</b>

**SERVICE AUTHORIZATION:**

Additional contract terms appear in the attached Terms and Conditions (T&C) dated April 6, 2016. **Beaufort County** is the CLIENT in this Agreement. When signed below, this proposal and the referenced T&C represent the entire understanding and agreement of this Project between you and Ward Edwards and serve as the authorization for Ward Edwards to proceed with professional services. Modification must be made in writing and signed by both Ward Edwards and CLIENT.

By:   
 \_\_\_\_\_  
 Paul Moore, PE  
 Ward Edwards, Inc.

Approved By: \_\_\_\_\_  
 Eric Laron, PE  
 Beaufort County

Date: August 15, 2017

Date: \_\_\_\_\_



**COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**TO:** Councilman Brian Flewelling, Chairman, Natural Resources Committee

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
RFP 07192017, Engineering and Consulting Services for Capital Improvement Plan - FY 2018 Project Grouping

**DATE:** 08/16/2017

**BACKGROUND:**

Beaufort County Purchasing Department issued a Request for Proposal (RFP) for Engineering and Consulting Services for Stormwater Management to assist with the construction of regional stormwater best management practices in four locations throughout Beaufort County. The projects were part of the 2015 Stormwater Capital Improvement Plan (CIP) that was proposed and adopted as part of the County's budget for FY16. The proposal requested that the consultant staff prepare the design, secure permitting, and oversee construction administration of the four projects outlined in the RFP.

These projects included:

- 1) Brewer Memorial Park BMP Demonstration
- 2) Sawmill Creek sub-watershed Regional Detention BMP
- 3) Salt Creek South sub-watershed Regional Detention Basin
- 4) Shanklin Road sub-watershed Regional BMP

The County received four proposals. All four consultants were interviewed.

- 1) Andrews Engineering / CDM Smith
- 2) ATM / Floyd and Davis
- 3) Thomas and Hutton
- 4) Ward Edwards Engineering

The Evaluation Committee consisted of five (5) representatives from Beaufort County including Eric Larson with Beaufort County Stormwater Management, Rebecca Baker with Beaufort County Stormwater Regulation, Danny Polk with Beaufort County Stormwater Regulation, Andrea Atherton with Beaufort County Engineering and Chris Inglese with Beaufort County Legal. The five (5) representatives of Beaufort County elected to split the award and unanimously selected Ward Edwards for projects 1 and 2 and Andrews Engineering / CDM Smith for projects 3 and 4. The contract term is effective August 29, 2017, to July 31, 2019. Contract fee for the projects will be a negotiated amount not to exceed \$743,959.

**VENDOR INFORMATION:**

See above

**COST:**

NTE \$743,959

**FUNDING:**

Primary Funding - Brewer Memorial Park – 50260017, Sawmill Creek Overtopping – 50260023, Salt Creek South M1 – 50260020, Shanklin Road M2 – 50260021

PROPOSED COST: \$743,959 (Budget = \$629,500 per 2015 Capital Improvement Plan approved by County Council)

Stormwater Utility Enterprise Fund has a net position of approximately \$4 million as of June 30, 2017. Additionally, at the beginning of Fiscal Year 2018, \$5 million General Obligation Bonds were issued for the Stormwater Utility Enterprise Fund.

Funding approved:  By:  Date:

**FOR ACTION:** Natural Resources Committee meeting August 22, 2017.

**RECOMMENDATION:**

The Purchasing Department recommends that the Natural Resources Committee approves and recommends to County Council the contract award to Andrews Engineering / CDM Smith and Ward Edwards for Engineering and Consulting Services for Stormwater Management not to exceed \$743,959.

Attachment:  RFP 07192017 2nd round Evaluation Info.xlsx  
12.82 KB

cc: Gary Kubic, County Administrator

Approved:  Date:

Check to override approval:  Overridden by:  Override Date:

Joshua Gruber, Deputy County Administrator/Special Counsel  
Approved:  Date:

Check to override approval:  Overridden by:  Override Date:

Alicia Holland, Assistant County Administrator, Finance  
Approved:  Date:

Eric Larson, Director, Environmental Engineering & Land Mar  
Approved:  Date:

Check to override approval:  Overridden by:  Override Date:  ready for admin:

**After Initial Submission, Use the Save and Close Buttons**

**Project Fee Schedule**

	<b>ATM</b>	<b>Andrews Engineering</b>	<b>Thomas &amp; Hutton</b>	<b>Ward Edwards</b>
<b>Brewer Memorial Park</b>	\$74,900.00	\$80,664.45	\$49,500.00	\$66,000.00
<b>Sawmill Creek</b>	\$145,000.00	\$186,337.30	\$48,000.00	\$88,000.00
<b>Salt Creek South M1</b>	\$267,700.00	\$203,301.40	\$80,000.00	\$110,000.00
<b>Shanklin Road M2</b>	\$292,500.00	\$172,870.05	\$50,500.00	\$114,000.00
<b>Total</b>	<b>\$780,100.00</b>	<b>\$643,173.20</b>	<b>\$228,000.00</b>	<b>\$378,000.00</b>



### Evaluation Summary

<u>ATM</u>	Larson	Baker	Polk	Inglese	Atherton	
Demonstrated experience with stormwater best management practices design.	15	20	15	10	18	
Working knowledge of computer based water quantity and water quality models.	12	10	13	10	12	
Demonstrated experience with land, right of way, and easement acquisition	5	8	5	5	8	
Demonstrated experience in construction project management.	10	10	8	10	10	
Capacity to perform.	6	10	5	5	8	
Location and knowledge of locality of the project.	8	8	6	5	9	
Price proposal.	15	15	18	0	5	
<b>Total</b>	71	81	70	45	70	337

<u>Andrews Engineering</u>	Larson	Baker	Polk	Inglese	Atherton	
Demonstrated experience with stormwater best management practices design.	20	18	19	20	20	
Working knowledge of computer based water quantity and water quality models.	14	13	14	15	15	
Demonstrated experience with land, right of way, and easement acquisition	8	8	8	10	8	
Demonstrated experience in construction project management.	8	10	9	10	9	
Capacity to perform.	9	10	9	10	10	
Location and knowledge of locality of the project.	7	10	8	10	10	
Price proposal.	20	15	20	24	18	
<b>Total</b>	86	84	87	99	90	446

<u>Thomas &amp; Hutton</u>	Larson	Baker	Polk	Inglese	Atherton	
Demonstrated experience with stormwater best management practices design.	20	15	19	20	20	
Working knowledge of computer based water quantity and water quality models.	13	10	13	5	12	
Demonstrated experience with land, right of way, and easement acquisition	8	8	9	5	9	
Demonstrated experience in construction project management.	8	8	8	10	10	
Capacity to perform.	8	10	7	10	10	
Location and knowledge of locality of the project.	7	10	8	9	10	
Price proposal.	20	20	20	15	10	
<b>Total</b>	<b>84</b>	<b>81</b>	<b>84</b>	<b>74</b>	<b>81</b>	<b>404</b>

<u>Ward Edwards</u>	Larson	Baker	Polk	Inglese	Atherton	
Demonstrated experience with stormwater best management practices design.	20	20	20	20	18	
Working knowledge of computer based water quantity and water quality models.	12	15	13	15	15	
Demonstrated experience with land, right of way, and easement acquisition	8	8	8	10	8	
Demonstrated experience in construction project management.	7	10	8	10	9	
Capacity to perform.	5	10	8	5	9	
Location and knowledge of locality of the project.	10	10	8	10	10	
Price proposal.	20	25	21	25	22	
<b>Total</b>	<b>82</b>	<b>98</b>	<b>86</b>	<b>95</b>	<b>91</b>	<b>452</b>

**Total**

ATM	337
Andrews Engineering	446

Thomas & Hutton	404
Ward Edwards	452

# CONTRACT

**THIS CONTRACT** is made this August 29, 2017, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Andrews Engineering Co., Inc. (hereinafter referred to as "Consultant"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP Number 071917 dated June 20, 2017 (advertised in The Island Packet/Beaufort Gazette on June 20, 2017, all Addendums and Consultant's Statement of Qualifications dated July 19, 2017.

## W I T N E S S E T H:

**WHEREAS**, the Consultant and the County desire to enter into this contract relating to Engineering and Consulting Services for Capital Improvement Plan-FY18 Projects 3 & 4 (Project 3 - Salt Creek South sub-watershed Regional Detention Basin and Project 4 - Shanklin Road sub-watershed Regional BMP) subject to the terms, specifications, conditions and provisions of the request for proposals as heretofore mentioned.

**NOW, THEREFORE**, the Consultant and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Contract shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Consultant shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Contract without the written consent of the County.
- D. This Contract, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Consultant and County. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party hereto.
- E. It is understood that this Contract shall be considered exclusive between the parties.
- F. Any provisions of this Contract found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

# ARTICLE 1 BACKGROUND/SCOPE OF WORK

## Background

The Consultant does hereby offer to the County services for the purpose of providing Engineering and Consulting Services as contained and described in the Scope of Work.

## Scope of Work

### Project 3 – Salt Creek

#### TASK 1: DATA COLLECTION & PROJECT INITIATION

- Kick off meeting with key members of the County staff for a review of the Project's scope of work and its goals, milestones, and schedule.
- Collection of available data from the County.
- Coordination with the County in contacting property owners for permission to access property for monitoring and begin discussions regarding easements and/or property acquisition.
- Create an overall project concept figures that will enable the County to thoroughly explain the project to property owners.
- Attendance for up to three (3) County and property owner meetings;
- Survey the areas indicated on Exhibit "3A".
- Flag wetlands at indicated survey areas shown on Exhibit "3A"; and
- Four (4) 15' geotechnical borings; soil evaluation; determination of seasonal high ground water table; and infiltration rates.

*Deliverable: Overall Preliminary Project Figures; Survey as shown in Exhibit "3A"; and Geotechnical Evaluation Report.*

**Fee: \$48,290.00**

#### TASK 2: CONCEPTUAL DESIGN

- Evaluation of gathered data for design and constructability.
- Verify watershed and update water quality and quantity models with new available data and drainage basin modifications.
- Develop proposed design stormwater model. (Please note: Model *excludes* a no-rise study and sea level rise analysis.)
- Provide results of existing model.
- Run model scenarios with BMPs concepts.
- Provide summary of results, methodology, peak flows, BMP recommendations, and support for design.
- Develop figures of conceptual design of BMPs.
- Engineer's cost estimates.
- Meet with all necessary permitting agencies, include permitting requirements and challenges per conceptual design in technical memorandum.
- Meet with the County to review conceptual technical memorandum.

*Deliverable: Conceptual Technical Memorandum.*

**Fee: \$34,200.00**

**TASK 3: DESIGN SERVICES**

- 30% Construction Drawings; Engineer's Cost Estimate; review meeting with County Staff.
- 90% Construction Drawings; Engineer's Cost Estimate; review meeting with County Staff.
- Final Drainage Report.
- 100% Bid Documents; Technical Specifications; Bid Schedule (front end documents to be completed by Beaufort County).

*Deliverable: Construction Plans; Engineer's Cost Estimate; Bid Schedule; and Technical Specifications.*

**Fee: \$69,460.00**

**TASK 4: QA/QC**

- Completed by Technical Review Committee (TRC) and supporting design firm at 30% and 90% design stages.
- TRC representative to attend kick off meeting and 30%, and 90% review meetings with County.

*Deliverable: N/A*

**Fee: \$9,360.00**

**TASK 5: PERMITTING**

- OCRM Land Disturbance Permit.
- USACE Nationwide Permit (includes impacts 0.50 acres or less).
- Beaufort County Land Development Permit.
- Permit fees and wetland mitigation cost to be paid by County.

*Deliverable: Permit Submittals.*

**Fee: \$17,590.00**

**TASK 6: BIDDING ASSISTANCE**

- Attend pre-bid meeting.
- Bid document distribution.
- Plan holder list compilation.
- Response to contractor Request for Information (RFI).
- Development of addenda as necessary.
- Bid procurement; evaluation; and award recommendation.
- Review draft contract and bid bond prior to submission to County.
- Review of insurance certificates and compliance with minimum requirements.
- Permit review.

*Deliverable: N/A*

**Fee: \$4,120.00**

## TASK 7: CONSTRUCTION ADMINISTRATION

- Attend pre-construction meeting.
- Shop drawings review.
- RFI's and clarifications.
- Conduct site visits at key times of construction including an observation report and construction photos.
- SWPPP inspections.
- Conduct progress meetings at major construction milestones; and provide agenda and meeting minutes for the progress meeting.
- Document construction activities.
- Document geotechnical data received by contractor.
- Review as-built survey.
- Conduct substantial and final-completion reviews and documented memorandum.

*Deliverable: Show drawing review memorandum; progress meeting agendas and meeting minutes; construction milestone observation reports and photos; substantial and final-completion reviews; and documented memorandum.*

**Fee: \$21,840.00**

## TASK 8: WATER SAMPLING

- Conduct field site visit to acquire water quality samples and delivery to USCB Lab.
- Assumes two (2) locations, every other week for two years, approximately 52 site visits. (Per trip cost is \$450.00 with or without samples being pulled).

*Deliverable: N/A*

**Fee: \$11,050.00**

## Project 4 – Shanklin Road

### TASK 1: DATA COLLECTION & PROJECT INITIATION

- Kick off meeting with key members of the County staff for a review of the Project's scope of work and its goals, milestones, and schedule.
- Collection of available data from the County.
- Coordination with the County in contacting property owners for permission to access property for monitoring and begin discussions regarding easements and/or property acquisition.
- Create an overall project concept figures that will enable the County to thoroughly explain the project to property owners.
- Attendance for up to three (3) County and property owner meetings;
- Survey the areas indicated on Exhibit "4A".
- Flag wetlands at indicated survey areas shown on Exhibit "4A"; and
- Four (4) 15' geotechnical borings; soil evaluation; determination of seasonal high ground water table; and infiltration rates.

*Deliverable: Overall Preliminary Project Figures; Survey as shown in Exhibit "4A"; and Geotechnical Evaluation Report.*

**Fee: \$34,720.00**

## TASK 2: CONCEPTUAL DESIGN

- Evaluation of gathered data for design and constructability.
- Verify watershed; and update water quality and quantity models with new available data and drainage basin modifications.
- Develop proposed design stormwater models for BMPs 1, 2, 3, and 4. (Please note: Model *excludes* no-rise study and sea level rise analysis.)
- Provide results of existing model.
- Run model scenarios with BMPs concepts.
- Provide summary of results; methodology; peak flows; BMP recommendations; and support for design.
- Develop figures of conceptual design of BMPs.
- Engineer's Cost Estimates.
- Meet with permitting agencies; include permitting requirements and challenges per conceptual design in technical memorandum.
- Meet with the County to review conceptual technical memorandum.

*Deliverable: Conceptual Technical Memorandum.*

**Fee: \$47,150.00**

## TASK 3: DESIGN SERVICES

- Provide additional survey required for design construction drawings (areas estimated per Exhibit "4B").
- 30% Construction Drawings; Engineer's Cost Estimate; review meeting with County Staff.
- 90% Construction Drawings; Engineer's Cost Estimate, review meeting with County Staff.
- Final Drainage Report.
- 100% Bid Documents; Technical Specifications; Bid Schedule (front end documents to be completed by Beaufort County).

*Deliverable: Construction Plans; Engineer's Cost Estimate; Bid Schedule; and Technical Specifications.*

**Fee:**

**BMP 1: \$75,560.00**

**BMP 2: \$33,120.00**

**BMP 3: \$38,820.00**

**BMP 4: \$22,695.00**

## TASK 4: QA/QC

- Completed by Technical Review Committee (TRC) and supporting design firm at 30% and 90% design stages.
- TRC representative to attend kick off meeting and 30%, and 90% review meetings with County.

*Deliverable: N/A*

**Fee:**

**BMP 1: \$5,520.00**



**BMP 2: \$3,120.00**

**BMP 3: \$3,120.00**

**BMP 4: \$2,400.00**

**TASK 5: PERMITTING**

- OCRM Land Disturbance Permit.
- USACE Nationwide Permit (includes impacts 0.50 acres or less).
- Beaufort County Land Development Permit.
- Permit fees and wetland mitigation cost to be paid by County.

*Deliverable: Permit Submittals.*

**Fee:**

**BMP 1: \$ 14,480.00**

**BMP 2: \$7,300.00**

**BMP 3: \$ 9,580.00**

**BMP 4: \$ 6,435.00**

**TASK 6: BIDDING ASSISTANCE**

- Attend pre-bid meeting.
- Bid document distribution.
- Plan holder list compilation.
- Response to contractor Request for Information (RFI).
- Development of addenda as necessary.
- Bid procurement; evaluation; and award recommendation.
- Review draft contract and bid bond prior to submission to County.
- Review of insurance certificates and compliance with minimum requirements.
- Permit review.

*Deliverable: N/A*

**Fee:**

**BMP 1: \$2,720.00**

**BMP 2: \$1,290.00**

**BMP 3: \$2,360.00**

**BMP 4: \$1,290.00**

**TASK 7: CONSTRUCTION ADMINISTRATION**

- Attend pre-construction meeting.
- Shop drawings review.
- RFI's and clarifications.
- Conduct site visits at key times of construction (including an observation report and construction photos).
- SWPPP inspections.
- Conduct progress meetings at major construction milestones; provide agenda of meeting and meeting minutes of progress meeting.
- Document construction activities.
- Document geotechnical data received by contractor.
- Review as-built survey.
- Conduct substantial and final-completion reviews and documented memorandum.

*Deliverable: Show drawing review memorandum; progress meeting agendas and meeting minutes; construction milestone observation reports and photos; substantial and final-completion reviews and documented memorandum.*

**Fee:**

**BMP 1: \$6,140.00**

**BMP 2: \$5,090.00**

**BMP 3: \$6,880.00**

**BMP 4: \$3,740.00**

**TASK 8: WATER SAMPLING**

- Conduct field site visit to obtain water quality samples and deliver to USCB Lab.
- Assumes two (2) locations, every other week for two years, approximately 52 site visits. (Per trip cost is \$450.00 with or without samples being pulled.)

*Deliverable: N/A*

**Fee: \$ 11,050.00**

**ARTICLE 2  
LIABILITY**

The County and Consultant shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Consultant or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

**ARTICLE 3  
INDEMNIFICATION AND HOLD HARMLESS**

The Consultant does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Contract, by Consultant, its agents, servants or employees.

**ARTICLE 4  
ASSIGNMENT**

Consultant shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Contract shall terminate at the option of the County.

**ARTICLE 5  
PERFORMANCE PERIOD/TERM**

The term of this Contract shall be for a period of (determined by negotiated schedule of work) starting on August 29, 2017 and ending on July 31, 2019. At the County's option, this

contract may be extended to July 31, 2022, not to exceed five (5) years total.

**ARTICLE 6  
COMPENSATION**

Total annual compensation is not to exceed Five Hundred, Forty –One Thousand, Nine Hundred and Fifty-Nine dollars (\$541,959), billed at unit rates provided in the SOQ and invoiced monthly.

Project 3 – Salt Creek

Service Description		
Project Initiation and Data Collection	Hourly Not To Exceed	\$33,790
	Lump Sum	\$14,500
Conceptual Design	Hourly Not To Exceed	\$34,200
Design Services, QA/QC, Permitting, Bidding Services, and Const. Admin.	Hourly Not To Exceed	\$115,370
	Lump Sum	\$7,000
Monitoring	Hourly Not To Exceed	\$11,050
Reimbursements	As Incurred	\$6477
	<b>Total</b>	<b>\$222,387</b>

Project 4 – Shanklin Road

Service Description		
Project Initiation and Data Collection	Hourly Not To Exceed	\$19,220
	Lump Sum	\$15,500
Conceptual Design	Hourly Not To Exceed	\$32,160
	Lump Sum	\$14,540
Item #1: Wetland Enhancement	Hourly Not To Exceed	\$97,420
	Lump Sum	\$7,000
Item #2: Borrow Pit A	Hourly Not To Exceed	\$46,920
	Lump Sum	\$3,000
Item #3: Borrow Pit B & Oxy. Ponds C	Hourly Not To Exceed	\$57,760
	Lump Sum	\$3,000
Item #4: Spanish Moss Trail	Hourly Not To Exceed	\$33,560
	Lump Sum	\$3,000
Monitoring	Hourly Not To Exceed	\$11,050
Reimbursements	As Incurred	\$10,500
	<b>Total</b>	<b>\$355,080</b>
	<b>Discounted Total</b>	<b>\$319,572</b>

**ARTICLE 7  
INSURANCE/PERFORMANCE BOND**

**Insurance**

Consultant does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Consultant's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as **specified** in the County's RFP Number 071917,. **Additionally, the Consultant agrees to list the County as 'additional insured' on Certificates of Insurance related to the execution of this Contract.**

**Performance Bond**

**No performance bond is required for this contract.**

**ARTICLE 8  
DEFAULT/TERMINATION**

**Default**

In the event of default or breach of any condition of this Contract resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County under Default shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

**Termination**

This contract may be terminated by the County,' 'for convenience' 'for cause,' or by 'by mutual consent' as described in RFP number 071917.

**1. Termination for Convenience**

The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Consultant, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Consultant or its sub-consultants, and/or failure of Consultant to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Consultant expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

## **2. Termination For Cause**

Termination by the County for cause, default, or negligence on the part of the Consultant shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply.

Reasons for Termination for Cause shall include but not limited to:

- a) Default as defined above,
- b) failing to make satisfactory progress in the prosecution of the contract
- c) endangering the performance of this contract
- d) criminal activity or misconduct,
- e) work that is deemed sub-standard by the County Representative.

## **3. Termination by Mutual Consent**

Either party may terminate this Contract by mutual consent with written notice attesting and agreeing to a termination by mutual consent by either party. Upon such termination, the County shall pay the Consultant for all services performed hereunder up through the date of such termination. Termination by mutual consent may entitle the Consultant to reasonable costs allocable to the contract for work or costs incurred by the Consultant up to the date of termination. The Consultant must not be paid compensation as a result of a termination by mutual consent that exceeds the amount encumbered to pay for work to be performed under the contract.

## **ARTICLE 9 RESPONSIBILITY**

The County will be responsible to provide the Consultant reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

## **ARTICLE 10 FORCE MAJEURE**

Should performance of Consultant services be materially affected by causes beyond its reasonable control, a *Force Majeure* results. *Force Majeure* includes, but is not restricted to:

- a) acts of God,
- b) acts of a legislative,
- c) administrative or judicial entity,
- d) acts of Consultants (other than sub-consultants of Consultant),
- e) fires,
- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

Consultant will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Consultant's performance.

**ARTICLE 11  
SEVERABILITY**

Every term or provision of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 12  
INDEPENDENT CONSULTANT**

The Consultant shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Consultant shall be solely responsible for its employees, sub-consultants, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 13  
NOTICE**

The Consultant and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County:	Beaufort County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228
	Beaufort County Attn: Beaufort County Purchasing Director P. O. Drawer 1228 Beaufort, SC 29901-1228
Consultant:	Andrews Engineering Co., Inc. 2712 Bull Street, Suite A Beaufort, SC 29902

**ARTICLE 14  
CHANGE ORDERS**

Change order(s) are applicable under this contract. Change order(s) initiated by the County must be delivered to the Consultant for review and approval. Change order(s) initiated by the Consultant must be delivered to the County for review and approval. The Consultant and County must execute the Change Order(s) prior to work being performed.

**ARTICLE 15  
AUDITING**

The Consultant shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Consultant agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Consultant during the performance of this contract.

The County's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Consultant shall make all documentation available for examination at the Auditor's request at either the Auditor or Consultant's office and without expense to the County.

**ARTICLE 16  
GRATUITIES**

The right of the Consultant to proceed or otherwise perform this Contract, and this Contract may be terminated if the County Manager and/or the County Contracting Manager determine, in their sole discretion, that the Consultant or any officer, employee, agent, or other representative whatsoever, of the Consultant offered or gave a gift or hospitality to a County officer, employee, agent or Consultant for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or items of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

**ARTICLE 17  
INVOICES**

All invoices for work done under this contract should be directed to the County Representative, Eric W. Larson, PE, CPSWQ, AICP, CFM – Director of Environmental Engineering & Land Management, located at:

Beaufort County Stormwater Utility  
120 Shanklin Road  
Beaufort, SC 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Detail of work performed
- c) Purchase order and Contract Number
- d) Tax Identification Number

**ARTICLE 18  
Purchase Orders**

**The County will issue Purchase Orders from properly executed requisitions. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.**

**ARTICLE 19  
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this contract by reference:

- a) Request for Proposals Number 071917
- b) General Terms and Conditions between County and Consultant.
- c) Insurance Requirements
- d) XXXXXXXXXX SOQ Submission to RFP Number 071917
- e) Notice of Award Letter dated XXXXXX.
- f) Recommendation Letter dated XXXXXX
- g) Exhibits 3A – 3B and 4A – 4C.



# SIGNATURE PAGE

This Contract with the above Articles constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Contract have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Contract shall be construed in accordance and governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**, a political sub-division of the State of South Carolina

By: \_\_\_\_\_  
Name: Gary Kubic  
Title: County Administrator  
Address: P.O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: (843) 255-2026  
Fax: (843) 255-9403  
Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT NAME**

By: \_\_\_\_\_  
Name: Steve Andrews  
Title: President  
Address: 2712 Bull Street, Suite A  
Beaufort, SC 29902  
Phone: 843-379-2222  
Fax: 843-379-2223  
Tax ID Number: 57-1035293  
Date: \_\_\_\_\_

# CONTRACT

**THIS CONTRACT** is made this August 29, 2017, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Ward Edwards, Inc. (hereinafter referred to as "Consultant"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP Number 071917 dated June 20, 2017 (advertised in The Island Packet/Beaufort Gazette on June 20, 2017, all Addendums and Consultant's Statement of Qualifications dated July 19, 2017.

## WITNESSETH:

**WHEREAS**, the Consultant and the County desire to enter into this contract relating to Engineering and Consulting Services for Capital Improvement Plan-FY18 Projects 1 & 2 (Project 1 - Brewer Memorial Park BMP Demonstration and Project 2 - Sawmill Creek sub-watershed Regional Detention BMP) subject to the terms, specifications, conditions and provisions of the request for proposals as heretofore mentioned.

**NOW, THEREFORE**, the Consultant and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Contract shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Consultant shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Contract without the written consent of the County.
- D. This Contract, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Consultant and County. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party hereto.
- E. It is understood that this Contract shall be considered exclusive between the parties.
- F. Any provisions of this Contract found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

# **ARTICLE 1 BACKGROUND/SCOPE OF WORK**

## **Background**

The Consultant does hereby offer to the County services for the purpose of providing Engineering and Consulting Services as contained and described in the Scope of Work.

## **Scope of Work**

### **Project 1 – Brewer Memorial Park**

#### **PROJECT UNDERSTANDING**

Our project understanding is described in the Work Plan section of the Response to Request for Qualifications for the Engineering and Consulting Services for Capital Improvement Plan – FY18. The scope of services and the associated fees match those listed in the Work Plan, but also include services for water quality monitoring collections services requested by the County.

#### **SCOPE OF SERVICES**

##### **TASK 1: Conceptual Engineering**

The Consultant will provide the following Engineering Consulting Services:

1. Review background information provided by Beaufort County or gathered by the Consultant.
2. Conduct a review of the gathered information and perform exploratory field investigations of the project site and contributing watershed.
3. Attend meeting with the County and SCDHEC-OCRM to determine the project feasibility, identify permitting roadblocks, and decide upon the best course of action for design and permitting.
4. Prepare conceptual site plan showing the proposed BMP and site improvements.
5. Meet with the County to review the conceptual design and gain approval prior to final design and permitting.

##### **TASK 2: Wetland Delineation & Verification**

The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. Complete a comprehensive delineation of freshwater and saltwater wetlands within the referenced tract. This task will include flagging of wetland boundaries and coordination with survey crews to complete a field survey of the identified wetlands.
2. Upon completion and receipt of a survey plat of the wetlands, the Consultant will prepare and submit the required information to the US Army Corps of Engineers (USACE) and SCDHEC OCRM to obtain verification of the wetland delineation.
3. The Consultant will prepare and submit a request for jurisdictional determination which will include aerial photography depicting approximate wetland locations, USGS topographic maps, soil maps and data sheets representing typical site conditions to USACE.
4. The Consultant will coordinate the jurisdictional determination with the USACE throughout the review process to and initial conclusion. This will include site visits with USACE that are necessary to complete their review. Should revisions to the delineation

be required including any additional fieldwork and/or documentation that's not normally required, this time will be billed as a time and expense fee.

### **TASK 3: Site Surveying**

The Consultant will provide the following Surveying services through a sub-consultant:

1. Prepare tree, topographic, boundary and wetland survey of the park site including the existing bait pond and the adjacent marsh. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR. Matching the LiDAR will allow for easy comparison of surveyed locations to un-surveyed onsite and offsite areas.

### **TASK 4: Geotechnical Investigation**

The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. The Consultant will advance two soil test borings within the proposed basin foot print at each site. Each boring will be extended to a depth of fifteen feet below the ground surface, auger refusal, or hole collapse; whichever is shallower. Borings may be Standard Penetration Test (SPT) soil borings, hand auger borings with Dynamic Cone Penetrometer, or some combination of each. Soil samples will be classified in the field at the time of boring according to the USCS by the ASTM Visual-Manual method. Two bulk samples will be obtained from the top five feet within each boring. These bulk samples will be subjected to Standard Proctor Compaction testing to help evaluate the soil suitability for use in an earthen berm.
2. Boring and bulk sample locations and elevations will be estimated from drawings provided by The Consultant and will be measured in the field with Trimble R6 GPS equipment. Northing and easting coordinates and ground surface elevation will be recorded on the log for each boring.
3. The Consultant will evaluate recovered test boring soil samples and bulk samples. They will perform at least ten classification tests (natural moisture content and grain size analysis with hydrometers), 4 Atterberg Limits tests, two Standard Proctor tests, and two Organic Content tests at each site. The results of the laboratory testing will be utilized to help classify recovered soil samples and to prepare grading recommendations.
4. The Consultant will provide a report that includes a summary of the field exploration, laboratory test results, measured groundwater levels, boring logs, site plan, and boring/bulk sample location plan. The report will also include recommendations for the following:
  - a. Groundwater mitigation if the Consultant believes groundwater mitigation will be needed during construction.
  - b. Recommendation for site preparation for mass grading.
5. Assumptions/Limitations:
  - a. Clearing will be needed to access some or all of the test locations. The Consultant will attempt to locate borings to minimize clearing, however, some trees and underbrush will be cut. The County will be responsible for providing access and clearing permissions to The Consultant and the Consultant.
  - b. The Consultant has proposed sampling and testing for hydrocarbon based pollutants in the sediments at Brewers Memorial Park. The Consultant's environmental testing is limited to sediments the Park site. The Consultant's environmental exploration at the Park is limited to hydrocarbon based pollutants

that can be detected by BTEX laboratory tests. No other sampling and testing for pollutants are included.

- c. Due to past history of site usage, hydrocarbon testing of the soils in the pond may be needed. Testing for hydrocarbon (BTEX) contamination may be needed of the on-site soils to determine proper disposal. It was assumed that if needed, the testing will be required of the selection contractor prior to construction.

### **TASK 5: Civil-Site Engineering**

The Consultant will prepare the civil-site engineering design based on the conceptual plan developed with County input, the determined wetland delineation, the geotechnical investigation, and the site surveying. The scope of the design will include:

1. Compile base plan using the survey file provided in AutoCAD format and using the previous Conceptual Engineering Design plan.
2. Design the pond outfall modifications.
3. Locate other site improvements based on preservation of significant trees and limits to wetland impacts.
4. Prepare a stormwater hydrologic & hydraulic model to match the new proposed conditions. The model output will help estimate the expected runoff volume and rate reductions.

**It is assumed that the County will provide revised sub-basin information from the newly updated SWMP.**

5. Prepare a basic water quality model to estimate the expected pollutant removal from the designed regional BMP. The revised water quality model will demonstrate that the proposed design will meet the County's water quality goals.
6. Prepare design plans detailing the civil construction associated with this project. Plans are prepared using AutoCAD software and paper copies are printed on 24" x 36" sheets.

Design drawings will show:

- a. Tree removal and preservation plans
- b. Demolition plans
- c. Staking plans
- d. Sedimentation and soil erosion control plans
- e. Drainage and grading plans
- f. Civil Construction details and specifications

*The proposed boardwalk and landscape improvement were excluded from the project design and permitting scope, assuming that the scope of this project is limited to the BMP improvements. It is understood that the County may want to construct additional BMPs at the site for use as a public education a demonstration site, in conjunction with Clemson Extension. The design and permitting of any additional site BMPs beyond the pond improvements are also excluded from the current civil engineering design and permitting scope.*

### **TASK 6: Wetland Permitting**

The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. The Consultant will create permit drawings suitable for submittal to USACE and OCRM. Coordination will include attendance at team meetings and review of draft plans and

permitting drawings. Upon receipt of suitable permit drawings, the Consultant will prepare and submit a Nationwide Permit along with a Critical Area Permit application package to USACE and SCDHEC-OCRM.

2. The Consultant will serve as a liaison between the applicant and the various state and federal regulatory agencies throughout the permit review and decision process to an initial conclusion by USACE and applicable certification by OCRM. This will include attendance at agency meetings, response to comment or questions, and coordination of additional information as needed.

*The tasks and associated fees were estimated based on several assumptions based on prior experience. These assumptions, however, can be affected by sudden policy changes and discretions by regulatory agencies. In some instances, these sudden changes and discretions result in unanticipated actions and requests by the regulatory agencies. Unanticipated actions could include but are not limited to additional field work required by coordination with agencies, additional maps and/or additional research. Upon knowledge of such requests, and prior to undertaking work outside of the scope of the proposed tasks, the Consultant will notify the County.*

#### **TASK 7: Regulatory Permitting**

The Consultant will apply for the following regulatory permits needed to construct the proposed pond and associated infrastructure:

- Beaufort County MS4 NPDES Permit
- SCDHEC OCRM Coastal Zone Consistency.
- SCDOT Encroachment Permit for utility improvements (if needed) within highway right-of-way.
- SCDOT Stormwater Permit for SCDOT drainage system outfall modification.
- Beaufort County Community Development Department for coordination on tree removal and site impacts.

The Consultant will prepare permit application packages according to each agency's application instructions. This task includes a single round of minor modifications associated with each agency's comments. A single iteration of comment/modification is typically sufficient for approval. In the event that there are additional comments that are "agency-specific" and not design-related, additional Permitting Consulting budget will be needed. The County is responsible for permit-related fees.

*Note: The proposed boardwalk and landscape improvements were excluded from the project design and permitting scope, assuming that the scope of this project is limited to the BMP improvements.*

#### **TASK 8: Bidding and Construction Support**

The Consultant will provide the following services to support the bidding and construction Phase:

1. Prepare construction quantity takeoff
2. Update the Engineer's Estimate of Probable Construction Costs based on the final construction documents
3. Review front-end bidding and contract documents provided by County staff
4. Attend pre-bid conference
5. Support reviewing bids with County staff
6. Assist in contract negotiations between County and selected Contractor, if requested

7. Support in contract document coordination for execution
8. Attend a pre-construction conference with the County and contractor(s).
9. Attend a weekly team coordination meeting with the County and contractor(s).
10. Provide a single review iteration of the supplied shop drawings associated with the construction documents and provide response to the contractor.
11. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that the Consultant will not make detailed inspections to provide exhaustive, continuous project review or observation services; however these levels of service can be provided if the project budget allows. The effort assumes 4 hours per week during construction for a 10 month construction schedule.
12. Provide services associated with construction observation on an as-needed basis in order to resolve questions or conflicts during the construction process. (RFI's Field Requests)
13. Perform a final Site Tour for general design compliance.
14. Prepare a punch list of identified site design deficiencies that need to be corrected prior to processing the final pay application for the project.
15. Schedule and attend final inspection with the County.
16. A record drawing survey of the infrastructure will be prepared as part of the project surveying scope as required by regulatory agencies with jurisdiction over the project.
17. Manage construction documentation needed to comply with the EPA 319 Grant closeout requirements.

#### **TASK 9: Post-Construction As-built Surveying**

The Consultant will provide the following Surveying services through a sub-consultant:

1. Prepare a post-construction as-built survey of the constructed BMP suitable for NPDES permit closeout. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR.

#### **TASK 10: Water Quality Monitoring Collection**

The Consultant will provide the following services to support the pre and post construction water quality monitoring:

1. Determine location of field water collection sample at the proposed post-construction BMP outfall location. The location will be determined based on site visits of the property in current conditions on a couple of occasions to determine existing flow paths and areas that are most likely to contain water during routine visits throughout the year. The location will be reviewed with the County and the USCB Water Quality Lab for final approval. GPS coordinates will be provided to USCB and Beaufort County for use in mapping.
2. Field collect water samples at the determined location, every other week for one year before construction and for one year after construction, regardless of rainfall conditions. This will result in 26 pre-construction samples and 26 post-construction samples.
3. It is assumed that the USCB lab will provide gloves and sample bottles for use by the Consultant. USCB will also purchase the collection pole and will be reimbursed by the Consultant. The Consultant will provide the cooler used to store the sample.
4. The Consultant will record weather and tidal conditions at the time of sampling per the Beaufort County monitoring SOPs.

5. It was assumed that samples will be collected on Wednesdays and delivered to the USCB lab no later than 2:00pm.
6. It was assumed that the Consultant will collect one sample for use by the County and USCB to test for their pollutant of choice.
7. The fee assumed 5 hours of “Principal” time and 30 hours of “Project Manager” time to manage the two-year effort.
8. The fee assumed 3 hours per week of a field technician time to drive to the site, collect the sample, deliver it to the downtown Beaufort campus, and return to the Consultant office. All mileage expenses are included in this fee. This results in a \$330 charge for each sample collection and delivery.

If the technician arrives at the site and is unable to collect a sample that week due to dry conditions, the effort is assumed to be only 2 hour of time and the County will be billed \$220 for that bi-weekly period.

## **Project 2 – Sawmill Creek**

### **PROJECT UNDERSTANDING**

Our project understanding is described in the Work Plan section of the Response to Request for Qualifications for the Engineering and Consulting Services for Capital Improvement Plan – FY18. The scope of services and the associated fees match those listed in the Work Plan, but also include services for water quality monitoring collections services requested by the County.

### **SCOPE OF SERVICES**

#### **TASK 1: Conceptual Engineering**

The Consultant will provide the following Engineering Consulting Services:

1. Review background information provided by the County or gathered by the Consultant.
2. Conduct a review of the gathered information and perform exploratory field investigations of the project site and contributing watershed.
3. Attend meeting with the County and SCDHEC-OCRM to determine the project feasibility, identify permitting roadblocks, and decide upon the best course of action for design and permitting. Preliminary site investigations indicate that the majority of the parcel is likely wetlands. State policies prevent the construction of ponds within wetlands (Waters of the State) so the pond concept is dependent on finding enough upland area onsite that could fit a proposed pond.
4. Prepare conceptual site plan showing the proposed BMP and site improvements. The conceptual design of the Sawmill Creek project will carefully consider tailwater effects related to the Tanger drainage system. The Consultant designed Tanger and can model the original design with different tailwater conditions in order to evaluate potential impacts. Similar tailwater impacts for developments south of Bluffton Parkway will also need to be considered.
5. After the fieldwork related to wetlands determination is complete, the Consultant will analyze detention options and other options to mitigate the undersized highway culverts. The Consultant will provide a conceptual engineering options to the County for review and decisions on how to proceed.
6. Meet with the County to review the conceptual design and gain approval prior to final design and permitting.

#### **TASK 2: Wetland Delineation & Verification**



The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. Complete a comprehensive delineation of freshwater and saltwater wetlands within the referenced tract. This task will include flagging of wetland boundaries and coordination with survey crews to complete a field survey of the identified wetlands.
2. Upon completion and receipt of a survey plat of the wetlands, the Consultant will prepare and submit the required information to the US Army Corps of Engineers (USACE) and SCDHEC OCRM to obtain verification of the wetland delineation.
3. The Consultant will prepare and submit a request for jurisdictional determination which will include aerial photography depicting approximate wetland locations, USGS topographic maps, soil maps and data sheets representing typical site conditions to USACE.
4. The Consultant will coordinate the jurisdictional determination with the USACE throughout the review process to an initial conclusion. This will include site visits with USACE that are necessary to complete their review. Should revisions to the delineation be required including any additional fieldwork and/or documentation that's not normally required, this time will be billed as a time and expense fee.

### **TASK 3: Site Surveying**

The Consultant will provide the following Surveying services through a sub-consultant:

1. Prepare tree, topographic, boundary and wetland survey for the 9.9 acre property (R600 040 000 0134 0000) and the topography/drainage of the offsite upstream (Bluffton Pkwy) and downstream (HWY 278). The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR. Matching the LiDAR will allow for easy comparison of surveyed locations to un-surveyed onsite and offsite areas.

### **TASK 4: Geotechnical Investigation**

The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. The Consultant will advance two soil test borings within the proposed basin foot print at each site. Each boring will be extended to a depth of fifteen feet below the ground surface, auger refusal, or hole collapse; whichever is shallower. Borings may be Standard Penetration Test (SPT) soil borings, hand auger borings with Dynamic Cone Penetrometer, or some combination of each. Soil samples will be classified in the field at the time of boring according to the USCS by the ASTM Visual-Manual method.
2. Two bulk samples will be obtained from the top five feet within each boring. These bulk samples will be subjected to Standard Proctor Compaction testing to help evaluate the soil suitability for use in an earthen berm.
3. Boring and bulk sample locations and elevations will be estimated from drawings provided by The Consultant and will be measured in the field with Trimble R6 GPS equipment. Northing and easting coordinates and ground surface elevation will be recorded on the log for each boring.
4. The Consultant will evaluate recovered test boring soil samples and bulk samples. They will perform at least ten classification tests (natural moisture content and grain size analysis with hydrometers), 4 Atterberg Limits tests, two Standard Proctor tests, and two Organic Content tests at each site. The results of the laboratory testing will be utilized to help classify recovered soil samples and to prepare grading recommendations.

5. The Consultant will provide a report that includes a summary of the field exploration, laboratory test results, measured groundwater levels, boring logs, site plan, and boring/bulk sample location plan. The report will also include recommendations for the following:
  - a. Groundwater mitigation if the Consultant believes groundwater mitigation will be needed during construction
  - b. Recommendation for site preparation for mass grading.
6. Assumptions/Limitations: Clearing will be needed to access some or all of the test locations. The Consultant will attempt to locate borings to minimize clearing, however, some trees and underbrush will be cut. Beaufort County will be responsible for providing access and clearing permissions to the Consultant.

#### **TASK 5: Civil-Site Engineering**

The Consultant will prepare the civil-site engineering design based on the conceptual plan developed with County input, the determined wetland delineation, the geotechnical investigation, and the site surveying. The scope of the design will include:

1. Compile base plan using the survey file provided in AutoCAD format and using the previous Conceptual Engineering Design plan.
2. Design the pond outfall modifications.
3. Locate other site improvements based on preservation of significant trees and limits to wetland impacts.
4. Prepare a stormwater hydrologic & hydraulic model to match the new proposed conditions. The model output will help estimate the expected runoff volume and rate reductions. It is assumed that the County will provide revised sub-basin information from the newly updated SWMP.
5. Prepare a basic water quality model to estimate the expected pollutant removal from the designed regional BMP. The revised water quality model will demonstrate that the proposed design will meet the County's water quality goals.
6. Prepare design plans detailing the civil construction associated with this project. Plans are prepared using AutoCAD software and paper copies are printed on 24" x 36" sheets.

Design drawings will show:

- a. Tree removal and preservation plans
- b. Demolition plans
- c. Staking plans
- d. Sedimentation and soil erosion control plans
- e. Drainage and grading plans
- f. Civil Construction details and specifications

#### **TASK 6: Wetland Permitting**

The Consultant will provide the following Natural Resources consulting services through a sub-consultant:

1. The Consultant will create permit drawings suitable for submittal to USACE and OCRM. Coordination will include attendance at team meetings and review of draft plans and permitting drawings. Upon receipt of suitable permit drawings, the Consultant will prepare and submit a Nationwide Permit along with a Critical Area Permit application package to USACE and SCDHEC-OCRM.
2. The Consultant will serve as a liaison between the applicant and the various state and federal regulatory agencies throughout the permit review and decision process to an

initial conclusion by USACE and applicable certification by OCRM. This will include attendance at agency meetings, response to comment or questions, and coordination of additional information as needed.

The tasks and associated fees were estimated based on several assumptions based on prior experience. These assumptions, however, can be affected by sudden policy changes and discretions by regulatory agencies. In some instances, these sudden changes and discretions result in unanticipated actions and requests by the regulatory agencies. Unanticipated actions could include but are not limited to additional field work required by coordination with agencies, additional maps and/or additional research. Upon knowledge of such requests, and prior to undertaking work outside of the scope of the proposed tasks, The Consultant will notify the County.

***It was assumed that the wetland impacts will be justified by the proposed frontage road and not by the proposed stormwater BMP. If detailed alternative analyses are needed to justify the road design and location, the County will provide this information or an addendum for additional wetland scientist consulting will be required. If the design and permit of the proposed frontage road is delayed or not following a similar schedule to the proposed BMP, the wetland permitting task will be delayed as well.***

#### **TASK 7: Regulatory Permitting**

The Consultant will apply for the following regulatory permits needed to construct the proposed pond and associated infrastructure:

- Beaufort County MS4 NPDES Permit
- SCDHEC OCRM Coastal Zone Consistency.
- SCDOT Encroachment Permit for utility improvements (if needed) within highway right-of-way.
- SCDOT Stormwater Permit for SCDOT drainage system outfall modification.
- Beaufort County Community Development Department for coordination on tree removal and site impacts.

The Consultant will prepare permit application packages according to each agency's application instructions. This task includes a single round of minor modifications associated with each agency's comments. A single iteration of comment/modification is typically sufficient for approval. In the event that there are additional comments that are "agency-specific" and not design-related, additional Permitting Consulting budget will be needed. The County is responsible for permit-related fees.

#### **TASK 8: Bidding and Construction Support**

The Consultant will provide the following services to support the bidding and construction Phase:

1. Prepare construction quantity takeoff
2. Update the Engineer's Estimate of Probable Construction Costs based on the final construction documents
3. Review front-end bidding and contract documents provided by County staff
4. Attend pre-bid conference
5. Support reviewing bids with County staff
6. Assist in contract negotiations between County and selected Contractor, if requested
7. Support in contract document coordination for execution
8. Attend a pre-construction conference with the Beaufort County and contractor(s).

9. Attend a weekly team coordination meeting with the County and contractor(s).
10. Provide a single review iteration of the supplied shop drawings associated with the construction documents and provide response to the contractor.
11. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that The Consultant will not make detailed inspections to provide exhaustive, continuous project review or observation services; however these levels of service can be provided if the project budget allows. The effort assumes 4 hours per week during construction for a 10 month construction schedule.
12. Provide services associated with construction observation on an as-needed basis in order to resolve questions or conflicts during the construction process. (RFI's Field Requests)
13. Perform a final Site Tour for general design compliance.
14. Prepare a punch list of identified site design deficiencies that need to be corrected prior to processing the final pay application for the project.
15. Schedule and attend final inspection with the County.
16. A record drawing survey of the infrastructure will be prepared by the Consultant as part of the project surveying scope as required by regulatory agencies with jurisdiction over the project.
17. Manage construction documentation needed to comply with the EPA 319 Grant closeout requirements.

#### **TASK 9: Post-Construction As-built Surveying**

The Consultant will provide the following Surveying services through a sub-consultant:

1. Prepare a post-construction as-built survey of the constructed BMP suitable for NPDES permit closeout. The survey will be on the South Carolina State Plane coordinate system and the NAVD88 datum, to match horizontally and vertically with the Beaufort County LiDAR.

#### **TASK 10: Water Quality Monitoring Collection**

The Consultant will provide the following services to support the pre and post construction water quality monitoring:

1. Determine location of field water collection sample at the proposed post-construction BMP outfall location. The location will be determined based on site visits of the property in current conditions on a couple of occasions to determine existing flow paths and areas that are most likely to contain water during routine visits throughout the year. The location will be reviewed with the County and the USCB Water Quality Lab for final approval. GPS coordinates will be provided to USCB and Beaufort County for use in mapping.
2. Field collect water samples at the determined location, every other week for one year before construction and for one year after construction, regardless of rainfall conditions. This will result in 26 pre-construction samples and 26 post-construction samples.
3. It is assumed that the USCB lab will provide gloves and sample bottles for use by the Consultant. USCB will also purchase the collection pole and will be reimbursed by the Consultant. The Consultant will provide the cooler used to store the sample.
4. The Consultant will record weather and tidal conditions at the time of sampling per the Beaufort County monitoring SOPs.
5. It was assumed that samples will be collected on Wednesdays and delivered to the USCB lab no later than 2:00pm.

6. It was assumed that the Consultant will collect one sample for use by the County and USCB to test for their pollutant of choice.
7. The fee assumed 5 hours of “Principal” time and 30 hours of “Project Manager” time to manage the two-year effort.
8. The fee assumed 3 hours per week of a field technician time to drive to the site, collect the sample, deliver it to the downtown Beaufort campus, and return to the Consultant office. All mileage expenses are included in this fee. This results in a \$330 charge for each sample collection and delivery.

If the technician arrives at the site and is unable to collect a sample that week due to dry conditions, the effort is assumed to be only 1 hour of time and the County will be billed \$110 for that bi-weekly period.

## **ARTICLE 2 LIABILITY**

The County and Consultant shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Consultant or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

## **ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS**

The Consultant does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Contract, by Consultant, its agents, servants or employees.

## **ARTICLE 4 ASSIGNMENT**

Consultant shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Contract shall terminate at the option of the County.

## **ARTICLE 5 PERFORMANCE PERIOD/TERM**

The term of this Contract shall be for a period of (determined by negotiated schedule of work) starting on August 29, 2017 and ending on July 31, 2019. At the County’s option, this contract may be extended to July 31, 2022, not to exceed five (5) years total.

## **ARTICLE 6 COMPENSATION**

Total annual compensation is not to exceed Two Hundred and Two Thousand dollars (\$202,000), billed at unit rates provided in the SOQ and invoiced monthly.

**FEES:** The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project.

**Project 1 – Brewer Memorial Park**

<b>Service Description</b>		
<b>Task 1: Conceptual Engineering</b>	Hourly Not To Exceed	<b>\$12,000.00</b>
<b>Task 2: Wetland Delineation &amp; Verification</b>	Hourly Not To Exceed	<b>\$2,500.00</b>
<b>Task 3: Site Surveying</b>	Hourly Not To Exceed	<b>\$3,000.00</b>
<b>Task 4: Geotechnical Investigation</b>	Hourly Not To Exceed	<b>\$8,300.00</b>
<b>Task 5: Civil Site Engineering</b>	Hourly Not To Exceed	<b>\$11,000.00</b>
<b>Task 6: Wetland Permitting</b>	Hourly Not To Exceed	<b>\$8,500.00</b>
<b>Task 7: Regulatory Permitting</b>	Hourly Not To Exceed	<b>\$10,000.00</b>
<b>Task 8: Bidding and Construction Support</b>	Hourly Not To Exceed	<b>\$8,000.00</b>
<b>Task 9: Post Construction Asbuilt Surveying</b>	Hourly Not To Exceed	<b>\$1,500.00</b>
<b>Task 10: Water Quality Monitoring Collection</b>	Hourly Not To Exceed	<b>\$24,000.00</b>
<b>Reimbursable Expenses</b>	As Incurred	<b>\$1,200.00</b>
	<b>Total</b>	<b>\$90,000.00</b>

**Project 2 – Sawmill Creek**

<b>Service Description</b>		
<b>Task 1: Conceptual Engineering</b>	Hourly Not To Exceed	<b>\$15,500.00</b>
<b>Task 2: Wetland Delineation &amp; Verification</b>	Hourly Not To Exceed	<b>\$3,600.00</b>
<b>Task 3: Site Surveying</b>	Hourly Not To Exceed	<b>\$13,000.00</b>
<b>Task 4: Geotechnical Investigation</b>	Hourly Not To Exceed	<b>\$8,300.00</b>
<b>Task 5: Civil Site Engineering</b>	Hourly Not To Exceed	<b>\$13,000.00</b>
<b>Task 6: Wetland Permitting</b>	Hourly Not To Exceed	<b>\$10,500.00</b>

<b>Task 7: Regulatory Permitting</b>	Hourly Not To Exceed	<b>\$10,000.00</b>
<b>Task 8: Bidding and Construction Support</b>	Hourly Not To Exceed	<b>\$8,500.00</b>
<b>Task 9: Post Construction Asbuilt Surveying</b>	Hourly Not To Exceed	<b>\$3,600.00</b>
<b>Task 10: Water Quality Monitoring Collection</b>	Hourly Not To Exceed	<b>\$24,000.00</b>
<b>Reimbursable Expenses</b>	As Incurred	<b>\$2,000.00</b>
	<b>Total</b>	<b>\$112,000.00</b>

## **ARTICLE 7 INSURANCE/PERFORMANCE BOND**

### **Insurance**

Consultant does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Consultant's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as **specified** in the County's RFP Number 071917,. **Additionally, the Consultant agrees to list the County as 'additional insured' on Certificates of Insurance related to the execution of this Contract.**

### **Performance Bond**

**No performance bond is required for this contract.**

## **ARTICLE 8 DEFAULT/TERMINATION**

### **Default**

In the event of default or breach of any condition of this Contract resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County under Default shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

### **Termination**

This contract may be terminated by the County,' 'for convenience' 'for cause,' or by 'by mutual consent' as described in RFP number 071917.

#### **1. Termination for Convenience**

The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Consultant, for the reasonable costs of the work performed through the date of termination. Termination costs do

not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Consultant or its sub-consultants, and/or failure of Consultant to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Consultant expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

## **2. Termination For Cause**

Termination by the County for cause, default, or negligence on the part of the Consultant shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply.

Reasons for Termination for Cause shall include but not limited to:

- a) Default as defined above,
- b) failing to make satisfactory progress in the prosecution of the contract
- c) endangering the performance of this contract
- d) criminal activity or misconduct,
- e) work that is deemed sub-standard by the County Representative.

## **3. Termination by Mutual Consent**

Either party may terminate this Contract by mutual consent with written notice attesting and agreeing to a termination by mutual consent by either party. Upon such termination, the County shall pay the Consultant for all services performed hereunder up through the date of such termination. Termination by mutual consent may entitle the Consultant to reasonable costs allocable to the contract for work or costs incurred by the Consultant up to the date of termination. The Consultant must not be paid compensation as a result of a termination by mutual consent that exceeds the amount encumbered to pay for work to be performed under the contract.

## **ARTICLE 9 RESPONSIBILITY**

The County will be responsible to provide the Consultant reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

## **ARTICLE 10 FORCE MAJEURE**

Should performance of Consultant services be materially affected by causes beyond its reasonable control, a *Force Majeure* results. *Force Majeure* includes, but is not restricted to:

- a) acts of God,
- b) acts of a legislative,



- c) administrative or judicial entity,
- d) acts of Consultants (other than sub-consultants of Consultant),
- e) fires,
- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

Consultant will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Consultant's performance.

**ARTICLE 11  
SEVERABILITY**

Every term or provision of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 12  
INDEPENDENT CONSULTANT**

The Consultant shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Consultant shall be solely responsible for its employees, sub-consultants, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 13  
NOTICE**

The Consultant and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County:	Beaufort County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228
	Beaufort County Attn: Beaufort County Purchasing Director P. O. Drawer 1228

Beaufort, SC 29901-1228

Consultant:

Ward Edwards, Inc.  
119 Palmetto Way, Suite C  
PO Box 381  
Bluffton, SC 29910

DRAFT

**ARTICLE 14  
CHANGE ORDERS**

Change order(s) are applicable under this contract. Change order(s) initiated by the County must be delivered to the Consultant for review and approval. Change order(s) initiated by the Consultant must be delivered to the County for review and approval. The Consultant and County must execute the Change Order(s) prior to work being performed.

**ARTICLE 15  
AUDITING**

The Consultant shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Consultant agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Consultant during the performance of this contract.

The County's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Consultant shall make all documentation available for examination at the Auditor's request at either the Auditor or Consultant's office and without expense to the County.

**ARTICLE 16  
GRATUITIES**

The right of the Consultant to proceed or otherwise perform this Contract, and this Contract may be terminated if the County Manager and/or the County Contracting Manager determine, in their sole discretion, that the Consultant or any officer, employee, agent, or other representative whatsoever, of the Consultant offered or gave a gift or hospitality to a County officer, employee, agent or Consultant for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or items of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

**ARTICLE 17  
INVOICES**

All invoices for work done under this contract should be directed to the County Representative, Eric W. Larson, PE, CPSWQ, AICP, CFM – Director of Environmental Engineering & Land Management, located at:

Beaufort County Stormwater Utility  
120 Shanklin Road  
Beaufort, SC 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Detail of work performed
- c) Purchase order and Contract Number
- d) Tax Identification Number

**ARTICLE 18  
Purchase Orders**

**The County will issue Purchase Orders from properly executed requisitions. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.**

**ARTICLE 19  
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this contract by reference:

- a) Request for Proposals Number 071917
- b) General Terms and Conditions between County and Consultant.
- c) Insurance Requirements
- d) XXXXXXXXXXXX SOQ Submission to RFP Number 071917
- e) Notice of Award Letter dated XXXXXX.
- f) Recommendation Letter dated XXXXXX

# SIGNATURE PAGE

This Contract with the above Articles constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Contract have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Contract shall be construed in accordance and governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**, a political sub-division of the State of South Carolina

By: \_\_\_\_\_  
Name: Gary Kubic  
Title: County Administrator  
Address: P.O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: (843) 255-2026  
Fax: (843) 255-9403  
Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT NAME**

By: \_\_\_\_\_  
Name: Allen Ward  
Title: President/Principal-in-Charge  
Address: 119 Palmetto Way, Suite C  
PO Box 381  
Bluffton, SC 29910  
Phone: 843-837-5250  
Fax: 843-837-2558  
Tax ID Number: 57-0888952  
Date: \_\_\_\_\_

**ORDINANCE 2018/\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR A SUPPLEMENTAL EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$10,000 TO FUND THE HIRING OF INDEPENDENT LEGAL COUNSEL FOR THE PURPOSE OF INVESTIGATING CERTAIN MATTERS AS STATED IN RESOLUTION 2018/19**

**WHEREAS**, on September 24, 2018 the Finance Committee voted to recommend to Council to hire independent counsel to investigate the matters of a contract with the former Interim County Administrator and also a purchase of real property; and

**WHEREAS**, on October 8, 2018 County Council voted to approve a Resolution to retain independent legal counsel for the purposes aforementioned; and

**WHEREAS**, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 Section 4(I)(I) is hereby amended to include in the “County Council” budget an additional approved appropriation of \$10,000 so that the total budget for item “I” equals \$641,397.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY’S HILL BOAT LANDING**

WHEREAS, on September 28, 2018 a Marine Corps Air Station (MCAS) F-35B crashed in the area of Little Barnwell Island; and

WHEREAS, the United States Government has deemed it necessary to enter and restrict others from entering property owned by Beaufort located at the Gray’s Hill Boat landing and shown on the attached Exhibit “A”; and

WHEREAS, the Right of Entry is provided for access to the crash area for investigation and response effort; and

WHEREAS, the citizens and residents are best served by providing the United States Government with a temporary Right of Entry in support of an investigation and response effort for the September 28, 2018 MCAS mishap.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the Right of Entry providing access to the United States Government in support of its investigation and response effort for the September 28, 2018 MCAS mishap.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim County Administrator

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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



Map Layers

US Street Map   County Base Map   2018 Aerial



Gray's Hill  
Boat Landing

200 m

Enhanced Search





**ORDINANCE 2018/\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR A SUPPLEMENTAL EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$10,000 TO FUND THE HIRING OF INDEPENDENT LEGAL COUNSEL FOR THE PURPOSE OF INVESTIGATING CERTAIN MATTERS AS STATED IN RESOLUTION 2018/19**

**WHEREAS**, on September 24, 2018 the Finance Committee voted to recommend to Council to hire independent counsel to investigate the matters of a contract with the former Interim County Administrator and also a purchase of real property; and

**WHEREAS**, on October 8, 2018 County Council voted to approve a Resolution to retain independent legal counsel for the purposes aforementioned; and

**WHEREAS**, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 Section 4(I)(I) is hereby amended to include in the “County Council” budget an additional approved appropriation of \$10,000 so that the total budget for item “I” equals \$641,397.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

## RIGHT OF ENTRY PERMIT

This **RIGHT OF ENTRY PERMIT** (“Permit”) is effective this \_\_\_\_ day of October, 2018 and is by and between County of Beaufort, (“Permitter”) and **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (“Government”).

### RECITALS:

**WHEREAS**, Permitter owns certain real property located at Gray’s Hill Boat Landing, Beaufort County, South Carolina hereinafter (“Premises”) depicted on Exhibit A attached hereto; and

**WHEREAS**, Government desires entry onto Premises, in support of an investigation and response effort at an aircraft mishap on nearby property, to use the Premises as a staging area for damaged aircraft and associated debris removed from the aircraft mishap site, and related response activities, such mishap occurring on or about September 28, 2018 (“Permitted Use”).

**WHEREAS**, the Government has requested Permitter who has agreed to grant the Government revocable right of entry upon the Premises for the Permitted Use subject to the terms and conditions provided herein.

### AGREEMENT:

**NOW, THEREFORE**, without consideration, Permitter and Government agree as follows:

1. **Revocable Right of Entry**. Permitter hereby grants Government, its successors, contractors, officers, agents, employees and assigns, a revocable right of entry permit (Permit) to enter into and upon the Premises for the Permitted Use. The Navy’s contract number for this Permit is **N40085-19-RP-00027**.
2. **Non-assignable/Non-transferable**. This Permit is neither assignable nor transferable by Government, its successors, contractors, officers, agents, employees and assigns.
3. **Accompaniment**. Unless otherwise authorized in writing by the Government, Permitter shall not accompany Government, its successors, contractors, officers, agents, employees and assigns entering the Premises.
4. **Term**. The term of this Permit shall be for a period of ninety (90) days from the date of execution of this document. Prior to the expiration of this Permit, the Government may find that it is appropriate to extend and, if necessary, negotiate a lease agreement for longer term use of the Premises, The Government reserves the right in its sole discretion to determine whether

extension of the term is necessary. **PERMITTOR SHALL ALLOW NO OTHER USE OF THE PROPERTY DURING THE TERM OF THIS PERMIT.**

5. **Property Restoration.** At the termination of this Permit, the Government agrees to restore the Premises to the same or a substantially similar condition as existed on the date of entry under this Permit, ordinary wear and tear excepted.

6. **Liability.**

a. **Government Liability to Permitter or Third Parties.** Pursuant to the Federal Tort Claims Act (“**FTCA**”), 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (“**MCA**”), 10 U.S.C. § 2733, as applicable, the Government is liable to Permitter and any third party for any injury to persons or damage to property proximately caused by the acts or omissions of Permittee employees acting within the scope of their employment. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA, or available appropriations.

b. **Permitter Liability to the Government.** **GOVERNMENT ACKNOWLEDGES AND AGREES THAT PERMITTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR DEATH OR INJURIES TO PERSONS OR DAMAGE TO OR THEFT OF PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH THE GOVERNMENT’S USE OF THE PREMISES PURSUANT TO THIS PERMIT.**

7. **Entire Agreement.** This Permit constitutes the entire agreement between the parties regarding the Government’s Permitted Use of the Premises. Any modification and amendment to this Right of Entry Permit must be in writing and signed by all parties hereto.

8. **Notices.** Whenever any notice, demand or request is required or permitted under this Permit, such notice, demand or request shall be in writing and shall be sent by United States Mail to the addresses set forth below:

To Permitter: Thomas Keaveny  
County of Beaufort  
Interim County Manager  
P.O. 1228  
Beaufort, SC 29901

To Permittee: Naval Facilities Engineering Command Mid-Atlantic  
ATTN: Real Estate Contracting Officer (AM1)  
9324 Virginia Ave.  
Norfolk, VA 23511

9. **Local Representative.** The Navy's local representative in this matter is:

Kimberly Fleming  
MCAS Beaufort  
703-314-6157

10. **Anti-Deficiency Act; Navy's Obligations.** Notwithstanding any provision to the contrary, all of Government's activities under or pursuant to this Right of Entry Permit are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this Permit shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the Navy's obligations under this Permit or any deficiencies hereunder.

**FOR PERMITTOR:**

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
**THOMAS KEAVENY**  
Interim County Manager  
P. O. 1228  
Beaufort, SC 2991

**FOR GOVERNMENT:**

**UNITED STATES OF AMERICA**, acting by and through the Department of the Navy

By: \_\_\_\_\_  
Real Estate Contracting Officer Date

\_\_\_\_\_  
**MATTHEW D. KURTZ**

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**ORDINANCE NO. 2018 / \_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$350,000.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO THE TOWN OF BLUFFTON FOR IMPROVEMENTS TO THE WRIGHT FAMILY PARK**

**WHEREAS**, the Town of Bluffton (Town) and Beaufort County (County) partnered in May, 2017 to purchase 1.27 acres of waterfront property located at 111 Calhoun Street in Bluffton, South Carolina said property also known as the Wright Family Park (the “Property”); and

**WHEREAS**, the Property features 188 feet of river frontage adjacent to the Calhoun Street Public Dock and other significant historical features; and

**WHEREAS**, the Town has created a master plan for a passive park public use for the Property with a total anticipated cost of \$1.2 million; and

**WHEREAS**, the Town has requested a contribution from the County in the amount of \$350,000; and

**WHEREAS**, at the September 24, 2018 meeting, the Finance Committee considered the request of the Town and unanimously recommends to County Council for funding in the amount of \$350,000 to be provided from Accommodations Tax funds; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of citizens, residents and visitors of Beaufort County to collaborate with the Town and fund the request for the passive park.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that a transfer of \$350,000.00 is hereby authorized from the 3% Local Accommodations Tax Fund to the Town of Bluffton for the purpose of contributing to the cost of construction for a passive park at the Wright Family Park Property.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



ORDINANCE NO. 2018 / \_\_\_\_

**AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES SECTION 38-32 CLARIFYING THAT UNSIGHTLY MAINTENANCE OF PROPERTY IS PROHIBITED**

**WHEREAS**, Beaufort County (“County”) provides for code enforcement procedures for the health, welfare and protection of Beaufort County citizens and their property; and

**WHEREAS**, currently Beaufort County Code of Ordinances provides a definition of “*Unsanitary maintenance of property*,” however, it does not provide a prohibition of unsightly maintenance of property; and

**WHEREAS**, it is the intention of Beaufort County Council that property owners be accountable for proper maintenance of their property to avoid a nuisance or health hazard; and

**WHEREAS**, the Beaufort County Council finds that it will benefit the citizens and residents of Beaufort County to clarify that unsightly maintenance of property is prohibited and subject to penalties and fines provided in the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council does hereby amend Section 38-32 of the Beaufort County Code of Ordinances by inserting after paragraph “(4)” the following paragraph “(5)” indicated by double underlines:

**Sec. 38-32- Keeping Property Clean.**

(5) Unsanitary maintenance of property, as defined above in Section 38-26, is prohibited.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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