

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

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

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION
Monday, December 10, 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 Tabor Vaux
5. APPROVAL OF AGENDA
6. RECOGNITION
 - A. Monica Spells, Assistant County Administrator, Receives Credentialed Manager Status
 - B. Adopt-A-Highway Groups (backup)
 1. Village People
 2. Sea Island Rotary Club
7. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes
 1. October 22, 2018 Caucus (backup)
 2. October 22, 2018 Regular Session (backup)
 3. November 5, 2018 Caucus (backup)
 4. November 5, 2018 Regular Session (backup)



B. Committee Reports (next meeting)

1. Community Services (December 17, 2018 at 4:00 p.m., ECR)
 - a. Minutes – November 13, 2018 (backup)
2. Executive (2019 Committee Schedule pending)
3. Finance (December 10, 2018 at 2:00 p.m., ECR)
 - a. Minutes – October 22, 2018 (backup)
 - b. Minutes – November 5, 2018 (backup)
4. Governmental (2019 Committee Schedule pending)
 - a. Minutes – November 5, 2018 (backup)
5. Natural Resources (December 17, 2018 at 2:00 p.m., ECR)
 - a. Minutes – November 19, 2018 (backup)
6. Public Facilities (2019 Committee Schedule pending)
 - a. October 22, 2018 (backup)

C. Boards and Commissions

8. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting
9. NEW BUSINESS

A. A RESOLUTION TO AMEND THE BEAUFORT COUNTY COUNCIL RULES AND PROCEDURES, CHAPTER 2A TO ADD A SCHEDULE FOR COMMITTEE MEETINGS TO BE HELD MONTHLY (backup)

1. Consideration of adoption on December 10, 2018

10. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM DECEMBER 10, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION

A. AN ORDINANCE AUTHORIZING AND APPROVING (1) THE 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 BEAUFORT COUNTY AND TO INCLUDE THE AFOREMENTIONED PROPERTY; (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; (4) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (5) OTHER MATTERS RELATED THERETO (PROJECT SKY) (backup)

1. Consideration of first reading on December 10, 2018
2. Finance Committee to discuss on December 10, 2018

B. CONTRACT AWARD / OFF-AIRPORT TREE REMOVAL AND SUMMIT DRIVE MITIGATION FOR BEAUFORT COUNTY AIRPORT, HILTON HEAD ISLAND (backup)

1. Contract award: Kolcun Tree Care, LLC, Hilton Head Island, South Carolina
2. Amount: \$386,951.50
3. Funding: 90% via FFA AIP Grant 37, 5% through SCAC and 5% via Hilton Head Island Airport revenue
4. Finance Committee to discuss on December 10, 2018

11. CONSENT AGENDA

- A. AN ORDINANCE APPROVING AND ADOPTING THE SHELDON FIRE DISTRICT'S PLANS TO BORROW MONEY TO FUND IMPROVEMENTS TO THE SHELDON FIRE STATION 40 (backup)
1. Consideration of second reading on December 10, 2018
 2. Public hearing – Monday, January 14, 2019 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 November 5, 2018 / Vote 11:0
 4. Finance Committee discussed and recommended on November 5, 2018 / Vote 8:0
- 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 second reading on December 10, 2018
 2. Public hearing – Monday, January 14, 2019 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 November 5, 2018 / Vote 11:0
 4. Finance Committee discussed and recommended on November 5, 2018 / Vote 8:0
- C. 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 \$245,585 FOR FUNDING OF THE JOINT EMERGENCY SHELTER BETWEEN BEAUFORT COUNTY, JASPER COUNTY AND JASPER COUNTY SCHOOL DISTRICT (backup)
1. Consideration of first reading on December 10, 2018
 2. Council approved an Intergovernmental Agreement to build a Joint Shelter on September 24, 2018 / Vote 11:0
 3. Finance Committee discussed and recommended an Intergovernmental Agreement and funding to build a Joint Shelter on September 24, 2018 / Vote 7:0
 4. Governmental Committee discussed, as information only, a Joint Shelter on August 6, 2018
- D. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS NECESSARY TO LEASE A PORTION OF THE CHARLES LIND BROWN CENTER (backup)
1. Consideration of first reading on December 10, 2018
 2. Governmental Committee discussed and recommended on Nov. 5, 2018 / Vote 7:0
- E. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 78: FLOODS (backup)
1. Consideration of first reading on December 10, 2018
 2. Governmental Committee discussed and recommended on December 3, 2018 / Vote 5:0

- F. TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 4, SECTION 4.1.190 RECREATION FACILITIES: CAMPGROUNDS (TO PROVIDE DISTINCTIONS BETWEEN PRIMITIVE, SEMI-DEVELOPED, AND DEVELOPED CAMPGROUNDS) ([backup](#))
1. Consideration of first reading on December 10, 2018
 2. Natural Resources Committee discussed and recommended approval on November 19, 2018
Vote 4/0
- G. TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 6, SECTION 6.1.30: TYPES AND SUBDIVISIONS (TO MODIFY THE REQUIREMENTS TO ALLOW COMMERCIAL SUBDIVISIONS IN ALL ZONING DISTRICTS THAT ALLOW COMMERCIAL USES) ([backup](#))
1. Consideration of first reading on December 10, 2018
 2. Natural Resources Committee discussed and recommended approval on November 19, 2018
Vote 4/0
- H. TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 4, SECTION 4.2.190: WATER / MARINE-ORIENTED FACILITIES (TO PROVIDE A DEFINITION OF SMALL TIDAL CREEKS) ([backup](#))
1. Consideration of first reading on December 10, 2018
 2. Natural Resources Committee discussed and recommended approval on November 19, 2018
Vote 4/0
- I. TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 8, SECTION 8.3.40: NON-CONFORMING STRUCTURES (TO CLARIFY THAT STRUCTURES DAMAGED GREATER THAN 50% OF VALUE SHALL CONFORM TO CURRENT BUILDING CODE STANDARDS BUT NOT ZONING STANDARDS) ([backup](#))
1. Consideration of first reading on December 10, 2018
 2. Natural Resources Committee discussed and recommended approval on November 19, 2018
Vote 4/0
- J. TEXT AND MAP AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B, DAUFUSKIE ISLAND CODE (TO AMEND THE DAUFUSKIE ISLAND PLAN) ([backup](#))
1. Consideration of first reading on December 10, 2018
 2. Natural Resources Committee discussed and recommended approval on November 19, 2018
Vote 4/0
- K. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACQUISITION OF TMS# R100 025 000 050C 0000 FROM THE FORFEITED LAND COMMISSION ([backup](#))
1. Consideration of adoption on December 10, 2018
 2. Governmental Committee discussed and recommended on Nov. 5, 2018 / Vote 7:0
- L. A RESOLUTION LISTING THE U.S. HIGHWAY 278 BRIDGES TO HILTON HEAD ISLAND IMPROVEMENT PROJECT A TOP PRIORITY UNDER THE POLICY AGENDA FOR THE 2019 BEAUFORT COUNTY STRATEGIC PLAN ([backup](#))
1. Consideration for adoption on December 10, 2018
 2. Public Facilities Committee discussed and recommended approval on November 26, 2018
Vote 7/0

- M. A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN SEABROOK SOLAR, LLC AND BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))
1. Considered for adoption on December 10, 2018
 2. Public hearing on December 10, 2018 (Item 12A)
 3. Natural Resources Committee discussed and recommended adoption on November 19, 2018
Vote 4:0
- N. A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (TECHNICAL COLLEGE OF THE LOWCOUNTRY PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED ([backup](#))
1. Resolution considered for adoption on December 10, 2018
 2. Public hearing on December 10, 2018 (Item 12B)
- O. CONTRACT AWARD / ONE EXTENDED REACH SLOPE MOWER FOR THE PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION ([backup](#))
1. Contract award: Blanchard Machinery, Hardeeville, South Carolina
 2. Amount: \$114,646
 3. Funding: Specialized Capital Equipment, Account 50250011-54200
 4. Public Facilities Committee discussed and recommended on November 26, 2018 / Vote 6/0/1
- P. CONTRACT AWARD / YEAR TWO COUNTY CTC RESURFACING PROJECT ([backup](#))
1. Contract award: Preferred Materials, Inc., Savannah, Georgia
 2. Amount: \$3,746,424
 3. Funding: CTC Funds, TAG Funds
 4. Public Facilities Committee discussed and recommended on November 26, 2018 / Vote 6/0/1

12. PUBLIC HEARINGS – 6:30 P.M.

- A. A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND SEABROOK SOLAR, LLC ([backup](#))
1. Public hearing only
 2. Resolution considered for adoption on December 10, 2018 (Item 11M)
 3. Natural Resources Committee discussed and recommended adoption on November 19, 2018
Vote 4:0
- B. A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (TECHNICAL COLLEGE OF THE LOWCOUNTRY PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED ([backup](#))
1. Public hearing only
 2. Resolution considered for adoption on December 10, 2018 (Item 11N)

- C. 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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 AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA (HARGRAY COMMUNICATIONS GROUP, INC.) ([backup](#))
 - 1. Consideration of third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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

- G. 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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

- H. AN ORDINANCE AUTHORIZING A PASSIVE PARK ORDINANCE / CHAPTER 91 – PASSIVE PARKS ([backup](#))
 - 1. Consideration of third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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 INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION (backup)
 - 1. Consideration of third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 10:0:1
 - 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

- J. AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS R600 039 00C 153A 0000 (OYSTER STREET) (backup)
 - 1. Consideration of third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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

- K. 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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

- L. AN ORDINANCE ESTABLISHING WRITTEN FINANCIAL POLICY GUIDELINES FOR BEAUFORT COUNTY, SOUTH CAROLINA (backup)
 - 1. Consideration of third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 2. Finance Committee reviewed policy on November 5, 2018 / No vote needed
 - 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 APPROPRIATE \$457,447 OF 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 third and final reading on December 10, 2018
 - 2. Second reading approved on November 5, 2018 / Vote 11:0
 - 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. 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 third and final reading on December 10, 2018
 2. Second reading approved on November 5, 2018 / Vote 11:0
 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
- O. 1. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES, PEPPER HALL PLANTATION (AS REREAD ON NOVEMBER 26, 2018) ([ordinance](#)) ([reread agreement](#)) ([exhibits](#))
2. AN ORDINANCE APPROVING A PROPOSED AMENDED DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES, PEPPER HALL PLANTATION (AS AMENDED ON DECEMBER 10, 2018) ([ordinance](#)) ([amended agreement](#)) ([exhibits](#))
1. Consideration of third and final reading, as amended, on December 10, 2018
 2. Public hearing (1 of 2) held November 26, 2018
 3. Second reading (reread) approved on November 26, 2018 / Vote 6:4:1
 4. Second reading approved on November 5, 2018 / Vote 7:3:1
 5. First reading, by title only, approved on October 22, 2018 / Vote 7:2
 6. Natural Resources Committee discussed and recommended on October 15, 2018
Vote 5:0:1
13. MATTERS ARISING OUT OF EXECUTIVE SESSION
14. PUBLIC COMMENT – Speaker sign-up encouraged
15. ADJOURNMENT

Adopt-A-Highway
Beaufort County Council Recognition
Monday December 10, 2018

1. Village People-

The Village People Adopt-A-Highway group formed 6 years ago. Although they are primarily retired residents, they have wonderful help from young parents and their children. The Jaycees and the Port Royal Fire Department occasionally pitch in too. Every month, Village People pick up the historic village of Port Royal from Sands Beach to Ribaut Road. They remove over 18 bags of litter every time and feel they make a real difference in the appearance of their hometown.

Thank you for your valuable service to Beaufort County.

2. Sea Island Rotary Club-

Sea Island Rotary Club is grateful for Beaufort County's Adopt-A-Highway program. Adopt-A-Highway makes it easy for the club to help keep one of Beaufort County's most visible and environmentally sensitive areas free of trash. During each quarter of the year, the Rotary Club's volunteers collect trash along Sea Island Parkway from the Publix intersection to the Lady's Island Airport. Because they are well-equipped by the County program, they are not only able to collect trash from along the roadway, but also from the edges of the extensive marshes along both sides of their adopted area. Thank You Sea Island Rotary Club for a successful partnership with Beaufort County. Keep up the Good Work.

Official Proceedings
County Council of Beaufort County
October 22, 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 22, 2018 beginning at 5:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

ANNOUNCEMENT / FUNDING FOR CONCOURSE D'ELEGANCE

The Chairman stated the matter of funding for Concourse d'Elegance to sponsor events at the Hilton Head Island Airport was delayed at the October 22, 2018 Finance Committee meeting until such time that additional information was provided. Since that earlier meeting, we have learned that the funding was approved for this year by the previous County Administrator.

It was moved by Mr. Dawson, seconded by Mr. Rodman, that Council authorize the Interim County Administrator to provide funding to the Concours d'Elegance, for event sponsorship, in the amount of \$13,000 to be paid out of the County Administrator's General Fund Budget. The vote: YEAS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. ABSTAIN – Mr. Caporale. The motion passed.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Dawson, seconded by Mr. Flewelling, that Council go immediately into executive session for receipt of legal advice for contract negotiations regarding a person regulated by Council and contract negotiations regarding NP Strategy. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

EXECUTIVE SESSION

CAUCUS

Discussion of Strategic Planning Schedule / Council Interviews and Retreat

Chairman Sommerville announced that Council will be receiving emails regarding interview dates with our Retreat facilitator to occur during the week of January 28, 2019. Also, the Retreat is scheduled to be held March 14 and March 15, 2019.

Discussion / Consent Agenda

Mr. Rodman requested removal of Item 10A, an ordinance to amend Beaufort County ordinance 2018/24, for FY2018-2019 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, from the Consent Agenda.

Mr. Flewelling said Item 10E, an ordinance authorizing the Interim County Administrator to execute documents for the conveyance of 51 Ball Park Road to the Gullah Farmers Cooperative Association, would need to be pulled from the Consent Agenda to allow Mr. Glover to recuse himself from discussion and vote.

Chairman Sommerville requested removal of Item 10F, an ordinance approving a Development Agreement by and between the County of Beaufort, South Carolina and Robert L. Graves, Pepper Hall, from the agenda.

Mr. Covert requested removal of Item 10K, a resolution supporting the National Association of Counties (NACo) initiatives related to Water Quality and Waters of the U.S. (WOTUS), for further discussion and clarification.

Mr. Flewelling wanted to know if the changes recommended by the Natural Resources Committee were made to the Passive Park Plan. The updated Plan was not included in the data packet.

Discussion / Non-Agenda Items

Mr. Rodman said for some time the agenda has included receipt of the County Administrator and Deputy County Administrator's two week progress reports. We have not reviewed or discussed this item in a few years; therefore, it is time to remove this item from the agenda.

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:

DRAFT

Official Proceedings
County Council of Beaufort County
October 22, 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 22, 2018 beginning at 6:00 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Parris Island Young Marines Color Guard.

INVOCATION

Council member Brian Flewelling gave the Invocation.

PROCLAMATIONS

Red Ribbon Week

The Chairman proclaimed the week of October 23-31, 2018 as Red Ribbon Week.

World Polio Day

The Chairman proclaimed October 24, 2018 as World Polio Day and encouraged all citizens to join Rotary International in the fight for a polio-free world.

Anti-Bullying Month

The Chairman proclaimed the month of October as Anti-Bullying Awareness Month.

RECOGNITION / BARRIER ISLAND MARINE, EASTMAN MARINE, ALEC INGLIS, LARRY TOOMER / BOAT MOVE

Chairman Paul Sommerville recognized Councilman Covert, who stated on September 15, 2018 Larry Toomer received notice of an overturned vessel in the vicinity of Bull Island in the May River. It was a shrimp boat. The Coast Guard attempted to, but could not, right the vessel. Mr. Toomer; Mr. Alec Inglis, boat captain, Barrier Island Marine contractors; Mr. Dan Anderson, Eastman Marine, teamed to right the vessel. The vessel is now undergoing repairs and will sail soon. This is an example of what a community can do. He thanked those for their participation and good deed.

RECOGNITION / ADOPT A HIGHWAY GROUPS

Chairman Paul Sommerville recognized the following Adopt-A-Highway groups – HH Strong Tower Seventh Day Adventist Church and the Reed Group -- and thanked them for their vigilant efforts in making Beaufort County a cleaner, safer and more beautiful place to live, work and visit.

OFF AGENDA ITEM

It was moved by Mr. Flewelling, Mr. Glover, that Council hear an off agenda item for the discussion and consideration of a resolution to support the Town of Port Royal in a NAWCA small grant partner contribution. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council adopt a resolution for Beaufort County to be a willing partner in the Port Royal Sound Bird Conservation Program through the pledge of the Mobley Tract as a match to a North American Wetlands Conservation Act Grant. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

ADMINISTRATIVE CONSENT AGENDA

Review of the Proceedings of the Caucus held September 24, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve the minutes of the caucus held September 24, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

Review of the Proceedings of the Regular Session held September 24, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve the minutes of the regular session held September 24, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

Committee Reports

Finance Committee

Airports Board

Brian Turrisi

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. Mr. Turrisi, representing Hilton Head Island Town Council, received the six votes required for appointment to serve as a member of the Airports Board.

Financial Policy Guidelines

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, Council approve on first reading, by title only, an ordinance adopting the Financial Policy Guidelines for Beaufort County. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

Bonaire Estates Sewer Project Budget

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, Council approve on first reading, by title only, an ordinance funding the entire Bonaire Estates Sewer Project budget in the amount of \$1,064,866 from the 2017 General Obligation Bonds reserved for the Pinckney Island Reserve and C.C. Haig Boat Landing road improvements and, further, amend ordinances 2016/32 and 2018/11 as necessary. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

FY2019 Supplemental Budget Appropriation for Solicitor’s Office

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, Council approve on first reading, by title only, an ordinance to approve a FY 2019 supplemental budget appropriation in the amount of \$179,500 to be funded out of General Revenue for the hiring of four additional lawyers for the remaining six months of the fiscal year. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

Governmental Committee

Daufuskie Island Fire District Board

Andrew Mason

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. Mr. Mason received the six votes required for appointment to serve as a member of the Daufuskie Island Fire District.

Natural Resources Committee

Rural and Critical Lands Preservation Board

Natural Resources Committee nominated Mr. Douglas Koop, representing Council District 5, to serve as a member of the Rural and Critical Lands Preservation Board.

Zoning Board of Appeals

Natural Resources Committee nominated Mr. Bernard Rivers, representing northern Beaufort County, to serve as a member of the Zoning Board of Appeals.

Public Facilities Committee

Public Facilities Committee Chairman Stu Rodman spoke in regard to the Transportation Sales Tax Referendum.

PUBLIC COMMENT

Mrs. Rikki Parker, South Coast Project Manager and Legal Analyst, Coastal Conservation League, spoke in support of a resolution supporting the National Association of Counties initiatives related to Water Quality and Waters of the U.S. Comments was forwarded to members of Council earlier today. The Clean Water Rule was composed and adopted by the Federal Government by the Environmental Protection Act in 2015, It has been the subject to extensive litigation. She said the

Coastal Conservation League support the Clean Water Rule in its original form. She clarified the scope of the rule and the position of the League.

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

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)

It was moved by Mr. Flewelling, seconded by Mr. Fobes that Council approve on first reading an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Beaufort-Jasper Water & Sewer Authority). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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.)

It was moved by by Mr. Flewelling, seconded by Mr. Fobes that Council approve an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Hargray Communications Group, Inc.). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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)

It was moved by by Mr. Flewelling, seconded by Mr. Fobes, that Council approve 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). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on first reading 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). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on first reading an ordinance authorizing the Interim County Administrator to execute documents to lease a portion of a building on Daufuskie Island (Daufuskie Island Store). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / ONE CATERPILLAR BACKHOE LOADER FOR THE PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council award a contract to Blanchard Cat for purchase and warranty of a CAT 420F2 Backhoe Loader in the amount of \$117,452 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / ONE CATERPILLAR BULLDOZER FOR THE PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION

It was moved by Mr. Flewelling, seconded by Mr. Stewart, Council award a contract to Blanchard Cat for the purchase and warrant of a CAT D5K2 Bulldozer in the amount of \$153,268 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / CLOUD-BASED BACKUP SOLUTION FOR THE INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT DEPARTMENT

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve the purchase of ThinkGard's cloud backup and restore solution for an initial purchase of \$42,620.60 with a monthly recurring cost of \$10,392 for the period of November 2018 through June 2019 for a total cost of \$104,977.60. Funding would come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / NUTANIX HYPER-CONVERGED INFRASTRUCTURE (HCI) SERVER SYSTEM FOR THE INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT DEPARTMENT

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve the purchase of a Nutanix HCI Server System from Data Network Solution, Chapin, South Carolina in the amount of \$229,884.48. Funding will come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / VOTER REGISTRATION WAREHOUSE CONSTRUCTION

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council award a contract to Patterson Construction, Beaufort, South Carolina in the amount of \$199,374 and include a 10% contingency in the amount of \$19,937, for a total project cost of \$219,311.40 for the new Voter Registration Warehouse. Funding will come from Account 10001310-54420, Facilities Management, Renovations to Existing Buildings. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

ITEM REMOVED FROM CONSENT AGENDA

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

Mr. Rodman removed this item from the Consent Agenda.

Council approved on second reading (no maker, no second) an ordinance to amend Beaufort County Ordinance 2018/24, for FY2018-2019 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. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, and Mr. Glover. NAYS – Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The action passed.

The Chairman announced a public hearing Monday, November 5, 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.

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

Mr. Flewelling removed this item from the Consent Agenda to allow an opportunity for Mr. Glover to recuse himself from all discussions and vote.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on first reading an ordinance authorizing the Interim County Administrator to execute documents for the conveyance of 51 Ball Park Road to the Gullah Farmers' Cooperative Association. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. RECUSED – Mr. Glover recused himself and left the room during all discussion and vote (He serves as a member of the Gullah Farmer's Cooperative Association). The motion passed.

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

Mr. Sommerville removed this item from the Consent Agenda.

Council approved on first reading (no maker, no second) an ordinance approving a Development Agreement by and between the County of Beaufort, South Carolina and Robert L. Graves, Pepper Hall Plantation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. NAYS – Mr. Glover and Mr. Sommerville. ABSENT – Mrs. Howard and Mr. Vaux. The action passed.

A RESOLUTION SUPPORTING THE NATIONAL ASSOCIATION OF COUNTIES (NACO) INITIATIVES RELATED TO WATER QUALITY AND WATERS OF THE U.S. (WOTUS)

Main Motion: Council adopt a resolution supporting the National Association of Counties (NACo) initiatives related to Water Quality and Waters of the U.S. (WOTUS).

Motion to amend by substitution: It was moved by Mr. Flewelling, seconded by Mr. Stewart, to amend by substitution, so that the resolution supporting the National Association of Counties (NACo) initiatives related to Water Quality and Waters of the U.S. (WOTUS), provided at today's meeting is the one Council is voting to adopt today. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville and Mr. Stewart. NAYS – Mr. Glover. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

Vote on the main motion to include the motion to amend by substitution: The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman and Mr. Stewart. NAYS – Mr. Glover and Mr. Sommerville. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONSENT AGENDA

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 8, 2018 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on second 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, November 5, 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.

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)

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. Flewelling, seconded by Mr. Covert, 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, November 5, 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.

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. Flewelling, seconded by Mr. Covert, that Council approve on second 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, November 5, 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on first reading an ordinance adding Chapter 91, Passive Parks, to the Beaufort County Code of Ordinances. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS R600 039 00C 153A 0000 (OYSTER STREET)

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that 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. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF TWO TRACTS OF LAND TO COMPLETE A STORMWATER DRAINAGE PROJECT OFF TRASK PARKWAY

This item comes before Council under the Consent Agenda. Discussion and recommendation to adopt resolution occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council adopt a resolution authorizing the Interim County Administrator to pursue condemnation of apportion of two tracts of land to complete a Stormwater Drainage Project off Trask Parkway. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

A RESOLUTION AND PETITION OF THE HILTON HEAD PUBLIC SERVICE DISTRICT TO DIMINISH TMS R510 101 000 0361 0000 FROM ITS SERVICE BOUNDARIES (ONE OLD HOUSE CAY ISLAND)

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

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council adopt a resolution and petition of the Hilton Head Island Public Services District to diminish TMS R510 101 000 0361 0000 from its services boundaries (One Old House Cay Island). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

A RESOLUTION SUPPORTING THE RURAL AND CRITICAL LANDS PRESERVATION PROGRAM PASSIVE PARKS PUBLIC USE WORK PLAN

This item comes before Council under the Consent Agenda. Discussion and recommendation to adopt resolution occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council adopt a resolution supporting the Rural and Critical Lands Preservation Program Passive Parks Public Use Work Plan. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / MASTER PLAN – MITCHELVILLE PRESERVATION PROJECT

This item comes before Council under the Consent Agenda. Discussion and recommendation to award a contract occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council award a contract to WLA Studio, Athens, Georgia, for the 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. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

CONTRACT AWARD / ON CALL DISASTER DEBRIS PICKUP MONITORING, MANAGEMENT AND FINANCIAL RECOVERY SERVICE

This item comes before Council under the Consent Agenda. Discussion and recommendation to award a contract occurred at the August 28, 2017 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council award a contract to Tetra Tech, Inc., Maitland, Florida for on call disaster debris pickup monitoring, management and financial recovery services. Funding will come from Special Disaster Account Funding, established per event/activation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

PUBLIC HEARINGS

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

The Chairman opened a public hearing beginning at 6:30 p.m. for the purpose of receiving public comment regarding 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. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:31 p.m.

It was moved by Mr. Covert, seconded by Mr. Caporale, that Council approve on third and final 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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

The Chairman opened a public hearing beginning at 6:31 p.m. for the purpose of receiving public comment regarding 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. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:33.

Mr. Rodman said staff has not provided the criteria for spending these dollars.

It was moved by Mr. Covert, seconded by Mr. Caporale, that Council approve on third and final 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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

The Chairman opened a public hearing beginning at 6:33 p.m. for the purpose of receiving public comment regarding an ordinance authorizing text amendments to the Beaufort County Code of Ordinances, Chapter 90 – Parks and Recreation. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:34 p.m.

It was moved by Mr. Covert, seconded by Mr. Caporale, that Council approve on third and final 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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 Chairman opened a public hearing beginning at 6:34 p.m. for the purpose of receiving public comment regarding 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). After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:36 p.m.

It was moved by Mr. Covert, seconded by Mr. Caporale, that Council approve on third and final 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

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 Chairman opened a public hearing beginning at 6:37 p.m. for the purpose of receiving public comment regarding 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. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:38 p.m.

It was moved by Mr. Covert, seconded by Mr. Caporale, that Council approve on third and final 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, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

A RESOLUTION AND PETITION OF THE HILTON HEAD PUBLIC SERVICE DISTRICT TO DIMINISH TMS R510 101 000 0361 0000 FROM ITS SERVICE BOUNDARIES (ONE OLD HOUSE CAY ISLAND)

The Chairman opened a public hearing beginning at 6:38 p.m. for the purpose of receiving public comment regarding a resolution and petition of the Hilton Head Public Service District to diminish TMS R510 101 000 0361 0000 from its service boundaries (One Old House Cay Island). After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:39 p.m.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council adopt a resolution and petition of the Hilton Head Public Service District to diminish TMS R510 101 000 0361 0000 from its service boundaries (One Old House Cay Island). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

MATTERS ARISING OUT OF EXECUTIVE SESSION

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council approve the contract to hire Mr. John Weaver as Interim County Administrator. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mrs. Howard and Mr. Vaux. The motion passed.

PUBLIC COMMENT

There were no requests to speak.

ADJOURNMENT

Council adjourned at 7:51 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
November 5, 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, November 5, 2018 beginning at 5:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

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, Stewart Rodman and Roberts "Tabor" Vaux present.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council go immediately into executive session for receipt of legal advice regarding pending litigation (Malloy). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

EXECUTIVE SESSION

CAUCUS

Discussion / Consent Agenda

Mr. Vaux requested removal of Item 10G, an ordinance adopting a Development Agreement by and between the County of Beaufort, South Carolina and Robert L. Graves, Pepper Hall Plantation and Item 10O a contract award for increased design budget for Brewer Memorial Park Stormwater Demonstration Project, from the Consent Agenda.

Mr. Rodman requested removal of Item 10K, an ordinance establishing written Financial Policy Guidelines for Beaufort County, South Carolina, from the Consent Agenda.

Mr. Glover requested removal of tem10F, an ordinance authorizing the Interim County Administrator to execute documents for the conveyance of 51 Ball Park Road to the Gullah

Farmers' Cooperative Association, from the Consent Agenda to allow him an opportunity to recuse himself from discussion and vote.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Fobes, seconded by Mr. Covert, that Council hear an off-agenda item for discussion of contract negotiations regarding Pepper Hall Plantation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council go immediately into executive session to discuss contract negotiations regarding Pepper Hall Plantation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and 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
November 5, 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, November 5, 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, and Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, Stewart Rodman and Roberts “Tabor” Vaux present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Parris Island Young Marines Color Guard.

INVOCATION

Council member Michael Covert gave the Invocation.

MOMENT OF SILENCE

The Chairman called for a moment of silence in remembrance of Mrs. W. R. (Jean) Von Harten.

PROCLAMATION

Penn Center Heritage Days Celebration

The Chairman proclaimed the week of November 4-10, 2018 as Penn Center 36th Heritage Days Celebration Week. Mrs. Gardenia Simmons-White, Chairman of the Heritage Day Celebration Committee, Penn Center, accepted the proclamation.

RECOGNITION / RAY MCBRIDE, LIBRARY DIRECTOR, INTRODUCTION INTO THE SOUTH CAROLINA LIBRARY ASSOCIATION HALL OF FAME

Chairman Sommerville recognized Mr. Ray McBride, Library Director, who was recently honored as the first recipient of the South Carolina Library Association’s Hall of Fame Award. The award was 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

contributions 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 System 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 and three- and one-half years as Director of the Beaufort County Library System. In his spare time, Mr. McBride as served as the President of the Public Library Section of the South Carolina Library Association, President of the South Carolina Lends Consortium, SCAC County Government & Intergovernmental Relations Steering Committee for 2009-2012 and 2015-2017, and President SC Association of Public Library Administrators from 2009-2010. Mr. McBride's other honors include: 2009 SCLA Librarian of the Year Award and 2016 Outstanding Individual Award from the Friends of the South Carolina Libraries.

RECOGNITION / BEAUFORT COUNTY CLEANUP DAY

Chairman Sommerville recognized Beaufort County Clean Up Day. To kick off the start of the single use plastic bag ban, the County hosted a Beaufort County Cleanup Day Event on November 1, 2018. The response from the community was amazing. South Carolina Department of Transportation (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 presence in all areas of the County. Walmart provided beverages and snacks, as well as space in 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. Chairman Sommerville thanked Public Works Director, Dave Wilhelm, Litter Control Supervisor Artrell Horne, Special Project Engineer Tanner Powell and the entire Public Works team, for coordinating this highly successful event.

RECOGNITION / ADOPT A HIGHWAY GROUPS

Chairman Sommerville recognized the following Adopt-A-Highway groups – Keep Stuart Point Beautiful and Beaufort Memorial Hospital -- and thanked them for their vigilant efforts in making Beaufort County a cleaner, safer and more beautiful place to live, work and visit.

ADMINISTRATIVE CONSENT AGENDA

Review of the Proceedings of the Caucus held October 8, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the caucus held October 8, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Review of the Proceedings of the Regular Session held October 8, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the regular session held October 8, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Review of the Proceedings of the Special Session held October 15, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve the minutes of the special session held October 15, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, and Mr. Vaux. RECUSED – Mr. Stewart. The motion passed.

Committee Reports

Community Services Committee

Chairman Sommerville nominated Dr. Eric Billing to serve as a member of the Beaufort Memorial Hospital Board.

Governmental Committee

Purchase of Property on Glover Lane

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council authorize the Interim County Administrator to pursue negotiations for the purchase of a piece of property on Glover Lane. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Leasing of Charles Lind Brown Gym

It was moved by Mr. Glover seconded by Mrs. Howard, that Council authorize the Interim County Administrator to enter into a lease with the City of Beaufort and the United Community Task Force for use of the Charles Lind Brown property, subject to the condition that the use of the property will not interfere with the Parks and Recreation programs on the same site. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Natural Resources Committee

Rural and Critical Lands Preservation Board

Douglas Koop

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Koop, representing Council District 5, received the six votes required for appointment to serve as a member of the Rural and Critical Lands Preservation Board.

Zoning Board of Appeals

Bernard Rivers

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Rivers, representing northern Beaufort County, received the six votes required for appointment to serve as a member of the Zoning Board of Appeals.

PUBLIC COMMENT

Mr. Barry Johnson, attorney representing the Graves family, spoke before the Committee. He thanked Council and administration for the courtesies afforded him and the Graves family as it involves Pepper Hall Plantation. The agenda today, says there will be a public hearing on December 10, 2018. For this to go forward, a second public hearing will need to be scheduled. There has been discussion with that occurring with the Planning Commission which he hopes is taken into consideration.

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

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

This is a recommendation of the Finance Committee, no second required, that Council approve on first reading an ordinance authorizing Sheldon Fire District to borrow funds from a qualified lending institution in an amount not to exceed \$981,000 for the renovations and expansion of the Fire Station. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**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**

This is a recommendation of the Finance Committee, no second required, Council approve on first reading text amendment to the Beaufort County Ordinance Chapter 18 Article III, Business and Professional Licenses, Section 54(A), deductions and exemptions, by deleting a portion of the current ordinance text. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

ITEM REMOVED FROM CONSENT AGENDA

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

Mr. Glover removed this item from the Consent Agenda to allow an opportunity to recuse himself from all discussions and vote.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve on second reading an ordinance authorizing the Interim County Administrator to execute documents for the conveyance of 51 Ball Park Road to the Gullah Farmers' Cooperative Association. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. RECUSED – Mr. Glover recused himself and left the room during all discussion and vote. The motion passed.

The Chairman announced a 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.

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

Mr. Vaux removed this item from the Consent Agenda so he could recuse himself from discussion and vote.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on second reading an ordinance adopting a Development Agreement by and between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. NAYS – Mr. Glover, Mrs. Howard, and Mr. Sommerville. RECUSED – Mr. Vaux recused himself and left the room during all discussion and vote. (The Graves Family was previously represented by Jim Scheider, a lawyer in the law firm he has an interest in). The motion passed.

The Chairman announced a 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.

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

Mr. Rodman removed this item from the Consent Agenda for additional discussion.

Main motion - It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance establishing written financial policy guidelines for Beaufort County, South Carolina.

Motion to amend by substitution - It was moved by Mr. Rodman, seconded by Mr. Covert, that Council accept the policy but have readily available funds for three months or 25% rather than two months or 17%. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Flewelling and Mr. Glover. The motion passed.

The vote on the main motion, to include the motion to amend by addition: Council approve on second reading an ordinance establishing written financial policy guidelines for Beaufort County, South Carolina, subject to the following change being made to Section IV. Financial Reserves Policy of the Financial Policy Guidelines - changes readily available funds from two months or 17% to three months or 25%. YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

CONTRACT AWARD / INCREASED DESIGN BUDGET FOR BREWER MEMORIAL PARK STORMWATER DEMONSTRATION PROJECT, PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION

Mr. Vaux removed this item from the Consent Agenda for additional discussion.

It was moved by Council (no maker, no second) to approve Change Order 1 for the increased design budget for the Brewer Memorial Park Stormwater Demonstration Project in the amount of \$27,800, which will bring the total contract award to \$117,800. Funding will come from the following accounts: Brewer Memorial Park Account 50260017, Sawmill Creek Overtopping Account 501260023, Salk Creek South M1 Account 50260020, and Shanklin Road M2 Account 50260021. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. Rodman and Mr. Sommerville. NAYS – Mr. Caporale, Mr. Covert, Mr. Fobes, Mr. Glover, Mr. Stewart and Mr. Vaux. The action failed.

CONSENT AGENDA

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)

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Beaufort-Jasper Water and Sewer Authority). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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.)

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Hargray Communications Group, Inc.). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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)

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading 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). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading 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). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance authorizing the Interim County Administrator to execute documents to lease a portion of a building on Daufuskie Island (Daufuskie Island Store). The vote: YEAS- Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance adding Chapter 91, Passive Parks, to the Beaufort County Code of Ordinances. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS R600 039 00C 153A 0000 (OYSTER STREET)

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 15, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second 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. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

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

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading 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. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading 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. The vote: YEAS - Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve ordinance occurred at the October 22, 2018 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, 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 appropriation in the amount of \$179,500 for additional personnel in the Solicitor's Office. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a 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.

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

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

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt a resolution authorizing the Interim County Administrator to execute and Intergovernmental Agreement with the Town of Hilton Head Island to allow municipal ordinance violations to be heard in the Beaufort County Magistrate Court. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

PUBLIC HEARINGS

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

The Chairman opened a public hearing beginning at 6:30 p.m. for the purpose of receiving public comment regarding an ordinance to amend Beaufort County Ordinance 2018/24, for FY2018-2019 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. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:31 p.m.

It was moved by Mr. Rodman, seconded by Mr. Stewart, that Council postpone third and third and final reading of an ordinance to amend Beaufort County Ordinance 2018/24, for FY2018-2019 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 until the December 10, 2018 Regular Session Council Meeting. The vote: YEAS – Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart, and Mr. Vaux. NAYS - Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, and Mr. Glover. The motion failed.

This is a Finance Committee recommendation, no second required, that Council approve on third and final reading an ordinance to amend Beaufort County Ordinance 2018/24, for FY2018-2019 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. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, and Mr. Glover. NAYS –Mrs. Howard, Mr. Rodman, Mr. Sommerville Mr. Stewart. and Mr. Vaux. The motion passed.

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 Chairman opened a public hearing beginning at 6:45 p.m. for the purpose of receiving public comment regarding 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. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:46 p.m.

This is a Community Services Committee recommendation, no second required, that Council approve on third and final 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, Mrs. Howard, Mr. Glover, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

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)

The Chairman opened a public hearing beginning at 6:46 p.m. for the purpose of receiving public comment regarding 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). After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:47 p.m.

This is a Finance Committee recommendation, no second required, that Council approve on third and final 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, Mrs. Howard, Mr. Glover, Mr. Rodman, Mr. Sommerville, Mr. Stewart and 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

The Chairman opened a public hearing beginning at 6:48 p.m. for the purpose of receiving public comment regarding text amendments to the Beaufort County Code of Ordinances, Chapter 38 – Environment, Section 38-32 clarifying that unsightly maintenance of property is prohibited. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:50 p.m.

This is a Governmental Committee recommendation, no second required, that Council approve on third and final 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, Mrs. Howard, Mr. Glover, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

MATTERS ARISING OUT OF EXECUTIVE SESSION

Mr. Stewart stated development agreements require two public hearings. In order to complete the process of approval for an ordinance adopting a Development Agreement by and between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation, a second public hearing would be needed and there is only one Council meeting remaining in 2018.

Mr. Vaux recused himself and left the room during all discussion and vote.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council authorize the Planning Commission, at its scheduled meeting schedule for December 3, 2018, solely for the convenience and behalf of County Council, conduct a public hearing on a Development Agreement by and between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation, with the public input to be recorded and forward to Council in a timely manner and in advance of its schedule December 10, 2018 Regular Session Meeting. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Glover, Mr. Rodman, Mr. Sommerville, and Mr. Stewart. RECUSED – Mr. Vaux recused himself and left the room during all discussion and vote. (The Graves Family was previously represented by Jim Scheider, a lawyer in the law firm he has an interest in). The motion passed.

MOTION TO EXTEND BEYOND 8:00 P.M.

It was moved by Mr. Covert, seconded by Mr. Stewart, that Council extend beyond 8:00 p.m., by five minutes, adjourning at 8:05 p.m. The vote: YEAS – Mr. Caporale, Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT-Mr. Vaux temporarily left the room. The motion passed.

PUBLIC COMMENT

There were no requests to speak.

ADJOURNMENT

Council adjourned at 7:59 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST: _____
Connie L. Schroyer, Clerk to Council

Ratified:

DRAFT

COMMUNITY SERVICES COMMITTEE

November 13, 2018

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

The Community Services Committee met Tuesday, November 13, 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 Steven Fobes, York Glover and Roberts "Tabor" Vaux present. Member Michael Covert absent. Non-committee member Brian Flewelling 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: Chris Inglese, Assistant County Attorney; Bill Love, Director, Disabilities and Special Needs Department; Wanda Mayse, Deputy Director, Disabilities and Special Needs Department; Rob McFee, Division Director-Facilities and Construction Engineering; and Monica Spells, Assistant County Administrator-Civic Engagement and Outreach; and Mark Sutton, Deputy Director, Facilities.

Councilwoman Howard chaired the meeting.

ACTION ITEMS

8. Consideration of Reappointments and Appointments / Alcohol and Drug Abuse Board

Motion: It was moved by Mr. Vaux, seconded by Mr. Caporale, that the Committee recommend Council nominate Mr. Joseph Naghton for appointment to serve as a member of the Alcohol and Drug Abuse Board. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Covert. The motion passed.

Recommendation: Council nominate Mr. Joseph Naghton for appointment to serve as a member of the Alcohol and Drug Abuse Board.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

9. Consideration of Reappointments and Appointments / Disabilities and Special Needs Board

Motion: It was moved by Mr. Glover, seconded by Mr. Caporale, that the Committee recommend Council nominate Mrs. Nancy Pinkerton, Mrs. Lynn Russo, Mr. Scott Scobey for reappointment to serve as members of the Disabilities and Special Needs Board. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Glover, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Covert. The motion passed.

Recommendation: Council nominate Mrs. Nancy Pinkerton, Mrs. Lynn Russo and Mr. Scott Scobey for reappointment to serve as members of the Disabilities and Special Needs Board.

INFORMATION ITEMS

3. Consideration of Contract Award / Bibliotheca, Norcross, Georgia / Annual Service and Extended Warranty Agreement / \$56,590

Discussion: Ms. Monica Spells, Assistant County Administrator–Civic Engagement and Outreach, reviewed this item with the Committee. Beaufort County purchases 63 pieces of hardware/software from Bibliotheca (originally ITG, which merged into Bibliotheca) which is in operation at all five branch libraries. The contract term will begin January 15, 2019 and end January 14, 2020 with a total contract award of \$56,590 and will provide service, maintenance and extended warranty. Subject to County Council’s approval, this one-year contract will help preserve the investment made by the County in this equipment. Funding will come from Account 10001625-51110 Library, Maintenance Contracts and the total expenditure of \$56,590 will be split into fiscal year 2019 and fiscal year 2020.

Motion: It was moved by Mr. Fobes, seconded by Mr. Vaux, that the Committee approve a contract award to Bibliotheca of Norcross, Georgia, in the amount of \$56,590 for annual service, maintenance and extended warranty agreement. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Covert and Mr. Glover. Mr. Glover was present for the meeting, but arrived after the Committee discussed and voted on this item. The motion passed.

Status: Committee approved a contract award to Bibliotheca of Norcross, Georgia, in the amount of \$56,590 for annual service, maintenance and extended warranty agreement.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

4. Executive Session

a. Receipt of legal advice regarding purchase of land

Motion: It was moved by Mr. Fobes, seconded by Mr. Vaux, that the Committee go immediately into executive session for receipt of legal advice regard purchase of land. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mrs. Howard and Mr. Vaux. ABSENT – Mr. Covert and Mr. Glover. Mr. Glover was present for the meeting, but arrived after the Committee voted to go into executive session. The motion passed.

Status: Committee went into executive session for receipt of legal advice regard purchase of land.

5. Matters Arising Out of Executive Session

Status: No items came out of executive session.

6. Update / Disabilities and Special Needs Lot Purchase

a. Review of property viability – One Bostick Circle

Discussion: Mr. Mark Sutton, Deputy Director, Facilities, provided the Committee with fill and drainage diagrams for the property located at One Bostick Circle and reviewed this item with the Committee. The site holds water and is low on one end. We will need to fill the entire site with one foot of fill, then under the building pad and five feet beyond another foot of fill. With the way the subdivision is designed, all the water must go to the front. There is no underground drainage. He would suggest 223 cubic feet of fill for under the house and beyond, then bring the building pad up which is another 100 cubic feet, a total of 325 cubic feet which would cost \$16,000. The neighbors would not be affected.

Status: Informational purposes only.

7. Consideration of Reappointments and Appointments / Library Board

Status: No action at this time.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

FINANCE COMMITTEE

October 22, 2018

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

The Finance Committee met Monday, October 22, 2018 beginning at 2:00 p.m., in the large meeting room of the Hilton Head Branch Library, 11 Beach City Road, Hilton Head Island.

ATTENDANCE

Chairman Jerry Stewart, Vice Chairman Michael Covert and members Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, and Stu Rodman present. Non-committee member Paul Sommerville and Roberts “Tabor” Vaux 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: Steve Donaldson, Alcohol and Drug Abuse Department; Phil Foot, Assistant County Administrator – Public Safety; Aretha Hamilton, Alcohol and Drug Abuse Department; Patrick Hill, Director, Systems Management Department; Alicia Holland, Assistant County Administrator–Finance; Douglas Novak, Magistrate; Laura Penely, Communications and Accountability Department; Duffie Stone, Solicitor for 14th Circuit; Monica Spells, Assistant County Administrator–Civic Engagement & Outreach; and Maria Walls, Treasurer.

Public: Jessica Daily, Lowcountry Council of Governments.

Media: Joe Croley, *Lowcountry Inside Track*.

Councilman Stewart chaired the meeting.

ACTION ITEMS

1. Discussion / Proposed Financial Policies of Beaufort County

Discussion: Mrs. Alicia Holland, Assistant County Administrator – Finance, reviewed with the Committee the proposed Financial Policy Guidelines for Beaufort County. Having a policy comes from the recommendation from our Bond Counsel.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Committee recommend Council adopt the Financial Policy Guidelines for Beaufort County, as amended. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Recommendation: Council adopt the Financial Policy Guidelines for Beaufort County, as amended.

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

Discussion: This item was forwarded to the Finance Committee for the authorization of funding of the Bonaire Estates Sewer Improvements. The Committee recommended an additional commitment of \$241,567.

Mrs. Holland, Assistant County Administrator-Finance, provided three documents in regard to the Bonaire Estates Sewer Project. The documents show the proposed budget for the project on October 19, 2018, July 5, 2017 and the original budget June 2016. In June 2016, the County was awarded the \$1,000,000 CDBG grant. This is prior to Beaufort-Jasper Water & Sewer Authority (BJWSA) being awarded the RIA grant. In July 2017, the construction costs increased and now in October 2018, the bids came in significantly higher than originally estimated. She reviewed with the Committee the updated budget as of October 19, 2018. This is an additional funding request of \$457,447.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee recommend Council approve an ordinance, by title only, funding the entire Bonaire Estates Sewer Project budget in the amount of \$1,064,866 from the 2017 General Obligation Bonds reserved for the Pinckney Island Reserve and CC Haig Boat Landing road improvements, and amend ordinances 2016/32 and 2018/11 as necessary. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council approve an ordinance, by title only, funding the entire Bonaire Estates Sewer Project budget in the amount of \$1,064,866 from the 2017 General Obligation Bonds reserved for the Pinckney Island Reserve and CC Haig Boat Landing road improvements, and amend ordinances 2016/32 and 2018/11 as necessary.

3. Discussion / Solicitor's Office

- **Supplemental Budget Appropriation Request**
- **Funding for Prosecution of Driving Under the Influence (DUI) Cases in Magistrate Court**

Discussion: Committee Chairman Jerry Stewart introduced this item to the Committee. There are two items regarding the Solicitor's Office. First is a supplemental budget appropriation for the Solicitor's Office to hire four new attorneys for the second half of FY2019. Second is the funding for prosecution of driving under the influence (DUI) in the Magistrate Court. The funding would cover the cost of handling the DUI cases.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Committee recommend Council approve on first reading by title only at tonight's October 22, 2018 County Council meeting, a FY2019 supplemental budget appropriation in the amount of \$179,500 to be funded out of General Revenue for the hiring of four additional lawyers for the remaining six months of the fiscal year. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. NAYS - The motion passed.

Recommendation: Council approve on first reading, by title only, a FY2019 supplemental budget appropriation in the amount of \$179,500 to be funded out of General Revenue for the hiring of four additional lawyers for the remaining six months of the fiscal year.

INFORMATION ITEMS

4. Discussion / Consideration of Funding for Concourse d'Elegance

Discussion: This is a request for funding from the Concourse d'Elegance for Beaufort County to be a sponsor of events at the Hilton Head Island Airport. These events bring significant new exposure to the Hilton Head Island Airport and is highly attended. Historically, this was funded from the County Administrator Fund.

Mr. Sommerville wanted to know why this is outside of the Accommodations Tax (2% State) Board process.

Mrs. Holland said they did apply for funding through the Accommodations Tax (2% State) Board process. She does not know the extent of the funding request or further details about their application at this time.

Mr. Stewart would like to hold off of this until more information is provided. Why did we begin funding this years ago outside of the Accommodation Tax (2%) Board process?

Mr. Keaveny, Interim County Administrator and County Attorney, said in reaching out to Airports Director Jon Rembold, it was explained that this started when the Aero Expo began three years ago to ask for support for event signage. It remained a \$10,000 figure. It supports tourism and was an event on the Airport facility. The Airport provides in-kind planning support, security approvals, liaisons with FAA and TSA.

Mr. Stewart wanted to know why we are providing funding, as well as in-kind support.

Mr. Caporale said if neither Mr. Sommerville or Mr. Stewart knew about this in their obvious roles, it is a good example of why the next Council should take a look at the purchasing authority administrators have been granted. This request is not fair in that it came in as an invoice and not an application. He said he has been to the event and it is a minor showcase to the Airport. We should not be funding it this way. He is opposed to the funding authority that Council has granted.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Mr. Rodman said this came forward in some form, and Mr. Kubic brought it forward with the best way to move forward. He said the show is only two to three weeks out. We need to tell them yes or no. The Airports Department should be able to handle this out of their budget. He suggests approving this but taking it out of the Airport Budget.

Status: Additional information will be provided at the next meeting of the Finance Committee.

DRAFT

FINANCE COMMITTEE

November 5, 2018

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

The Finance Committee met Monday, November 5, 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

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 Alice Howard, Paul Sommerville and Roberts “Tabor” Vaux 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; Kimberly Chesney, Tax Collector; Phil Foot, Assistant County Administrator – Public Safety; Eric Greenway, Director, Community Development Department; Alicia Holland, Assistant County Administrator–Finance; Chris Inglese, Assistant County Attorney; Tom Keaveny, County Attorney and Interim County Administrator; Eric Larson, Division Director–Environmental Engineering and Land Management; Jon Rembold, Airports Director; Dave Thomas, Purchasing Director; Maria Walls, Treasurer; Brittany Ward, Paralegal; John Weaver, Interim County Administrator; and George Wright, Deputy Treasurer.

Public: Wayne Blankenship, Commissioner, Sheldon Fire District Board; Dick Farmer, Chairman, Accommodation Tax (2% State) Board; Barry Johnson, attorney for Graves family; Buddy Jones, Chief, Sheldon Fire District; Larry Holman, President and CEO, Beaufort County Black Chamber of Commerce; Charlie Stone, Project Manager, Beaufort County Economic Development Corporation;

Media: Joe Croley, *Lowcountry Inside Track*.

Councilman Stewart chaired the meeting.

ACTION ITEMS

1. Discussion / 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

Discussion: Mrs. Alicia Holland, Assistant County Administrator – Finance, reviewed this item with the Committee. The Sheldon Fire District is asking for the authorization to borrow funds from a qualified lending institute in an amount not to exceed \$981,000 for the renovation and expansion of Fire Station 40.

Mr. Dawson supports this request. The expansion is much needed with space being so limited for employees.

Motion: It was moved by Mr. Dawson, seconded by Mr. Flewelling, that Committee recommend Council approve on first reading, by title only, an ordinance authorizing the Sheldon Fire District to borrow funds from a qualified lending institute in an amount not to exceed \$981,000 for the renovation and expansion of the fire station. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading, by title only, an ordinance authorizing the Sheldon Fire District to borrow funds from a qualified lending institute in an amount not to exceed \$981,000 for the renovation and expansion of the fire station.

2. Discussion / Text Amendment to 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

Motion: It was moved by Mr. Sommerville, seconded by Mr. Fobes, that Committee recommend Council approve on first reading text amendment to the Beaufort County Ordinance Chapter 18 Article III, Business and Professional Licenses, Section 54(A), deductions and exemptions, by deleting a portion of the current ordinance text. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading text amendment to the Beaufort County Ordinance Chapter 18 Article III, Business and Professional Licenses, Section 54(A), deductions and exemptions, by deleting a portion of the current ordinance text.

INFORMATION ITEMS

3. Contract Award / Talbert, Bright & Ellington / Work Authorization for Wetlands Mitigation / Beaufort County Airport, Hilton Head Island / \$67,574.25

Discussion: This is a Talbert, Bright and Ellington Work Authorization for engineering and planning services for the preparation of a Clean Water Act Section 404/401 Individual Permit for the mitigation of jurisdictional wetlands at the Hilton Head Island Airport for ongoing airport development projects: Wetland B (0.99 acres), Wetland C (0.77 acres), Wetland D (0.12 acres), Wetland E (1.49 acres), Wetland F (0.48 acres), Wetland G (0.41 acres), Constructed Stormwater Retention 1 (0.08 acres), and Constructed Stormwater Retention 2 (0.21 acres). Funding is as follows: 90% via FAA AIP Program (future grant) 5% through future SCAC grant, and 5% via Hilton Head Airport Capital Projects Fund.

The Beaufort County Airports Board finds this work authorization acceptable and forwards this item to the Finance Committee for approval.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Covert, that Committee approve Talbert, Bright and Ellington Work Authorization 18-07 for Project 2119-1807 – engineering and planning services for the preparation of a Clean Water Act Section 404/401 Individual Permit for the mitigation of various wetlands at the Hilton Head Island Airport. Total cost is \$67,574.25 which will be funded as follows: 90% via FAA AIP Program (future grant) 5% through future SCAC grant, and 5% via Hilton Head Airport Capital Projects Fund. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion passed.

Status: Committee approved Talbert, Bright and Ellington Work Authorization 18-07 for Project 2119-1807 – engineering and planning services for the preparation of a Clean Water Act Section 404/401 Individual Permit for the mitigation of various wetlands at the Hilton Head Island Airport. Total cost is \$67,574.25 which will be funded as follows: 90% via FAA AIP Program (future grant) 5% through future SCAC grant, and 5% via Hilton Head Airport Capital Projects Fund.

4. Review / Proposed Financial Policies of Beaufort County

Discussion: Mrs. Alicia Holland, Assistant County Administrator – Finance, reviewed with the Committee the updated proposed Financial Policy Guidelines for Beaufort County. At the October 22, 2018 Finance Committee meeting, the Committee reviewed the Policy, stated their concerns and provided their recommended changes. Members of the Committee discussed in length the appropriate fund balance needed in the event of a catastrophic storm, and reviewed the changes incorporated into the document from the previous meeting.

Status: This item will go before County Council for second reading.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

5. State (2%) Accommodations Tax Board Fiscal Year 2019 Grant Recommendations to Tourism-Related Organizations in the Cumulative Amount of \$490,000

Discussion: Mr. Dick Farmer, Chairman, Accommodation (2% State) Tax Board, stated the Board met October 16, 2018 to hear from the applicants and have recommended funding as follows:

- Arts Center of Coastal Carolina - \$9,000
- Beaufort County Black Chamber of Commerce - \$64,000
- Beaufort County Heritage Tourism Corporation - \$0
- Beaufort Film Society - \$15,000
- Bluffton Historical Preservation Society - \$10,000
- Child Abuse Prevention Association & Exchange Club - \$500
- Coastal Discovery Museum / Cultural and Eco-tourism Programs - \$20,000
- Coastal Discovery Museum / Hilton Head Invitational Discovery Golf Tournament - \$8,500
- Daufuskie Island Foundation - \$5,000
- David M. Carmines Foundation - \$5,500
- Embrella Visionz, Inc. - \$0
- Friends of Fort Fremont Historic Preserve - \$6,900
- Friends of Hunting Island - \$36,000
- Friends of Savannah Coastal Wildlife Refuges, Inc. - \$0
- Greater Beaufort-Port Royal Convention & Visitor's Bureau - \$100,000
- Greater Bluffton Chamber of Commerce and Convention & Visitor Bureau, Inc. - \$0
- Gullah Festival, Shrimp Festival, and Taste of Beaufort - \$32,500
- Haig Point Foundation - \$0
- Hilton Head Choral Society - \$3,000
- Hilton Head Hospital Association - \$6,000
- Hilton Head Island – Bluffton Chamber of Commerce and Visitor & Convention Bureau - \$10,000
- Hilton Head Island Concours d'Elegance, Inc. - \$26,000
- Hilton Head Symphony Orchestra - \$7,000
- Historic Bluffton Arts and Seafood Festival, Inc. - \$7,000
- Lean Ensemble Theater - \$1,800
- Lowcountry Golf Course Owners Association - \$10,000
- Mitchelville Preservation Project - \$20,000
- Native Island Business and Community Affairs Association (NIBCAA) - \$23,000

- Port Royal Sound Foundation - \$8,300
- Public Art Fund of Community Foundation of the Lowcountry - \$1,500
- Santa Elena Foundation - \$5,000
- SC Lowcountry & Resort Islands Tourism Commission - \$35,000
- The Gullah Museum of Hilton Head Island - \$13,500

Motion: It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Committee recommend Council allocate \$17,000 to the Accommodation (2% State) Tax Board to be earmarked to the Beaufort County Black Chamber of Commerce, bringing their 2019 grant allocation to \$81,000. The vote: YEAS –Mr. Dawson and Mr. Flewelling. NAYS - Mr. Caporale, Mr. Covert, Mr. Fobes, Mr. Rodman and Mr. Stewart. The motion failed.

Status: Committee requested the Accommodations (State 2%) Tax Board to reassess the 2019 Grant recommendations and report back before the December 10, 2018 Finance Committee meeting.

6. Executive Session

- **Receipt of legal advice regarding pending litigation (Dataw)**
- **Pepper Hall Development Agreement (off agenda item)**

Discussion: Committee Chairman Jerry Stewart called for an off-agenda item for the purposes of discussing financial obligations per the Development Agreement with Pepperhall. He asked that the Committee go into executive session for such discussions.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Covert, that Committee go immediately into executive session for receipt of legal advice regarding potential litigation (Dataw) and discussion relative to Pepper Hall Development Agreement. 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 receipt of legal advice regarding potential litigation (Dataw) and discussion relative to a Development Agreement By and Between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation.

7. Matters Arising Out of Executive Session

Status: No matters arose out of executive session.

8. Executive Session

- **Development Agreement By and Between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation**

Motion: It was moved by Mr. Covert, seconded by Mr. Flewelling, that Committee go back into executive session for discussion relative to a Development Agreement By and Between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation. 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 to continue discussions relative to a Development Agreement By and Between the County of Beaufort, South Carolina, and Robert L. Graves, Pepper Hall Plantation.

9. Treasurer's Report / Results of 2017 Tax Year and Update on Investments

Status: Due to time constraints, this item was deferred until the next Finance Committee meeting.

10. Discussion / An MCIP Agreement with Jasper County Regarding Project Sky

Status: This item was removed from the agenda. It will be discussed at the next Governmental Committee meeting.

11. Discussion / Potential Changes to the Designated Marketing Organization (DMO) Ordinance

Status: Due to time constraints, this item was deferred until the next Finance Committee meeting.

12. Discussion / Funding for the Prosecution of DUI Cases in Magistrate Court

Status: Due to time constraints, this item was deferred until the next Finance Committee meeting.

13. Consideration of Reappointments and Appointments

- **Airport Board / One Vacancy (Active pilot and aircraft owner, Lady's Island Airport)**

Status: Due to time constraints, this item was deferred until the next Finance Committee meeting.

GOVERNMENTAL COMMITTEE

November 5, 2018

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

The Governmental Committee met Monday, November 5, 2018 beginning at 4:00 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 Gerald Dawson, Vice Chairman Steven Fobes, and member Michael Covert, Brian Flewelling, York Glover, Jerry Stewart and Tabor Vaux present. -committee member Rick Caporale, Alice Howard, Stu Rodman 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: Chuck Atkinson, Director, Building Codes; Phil Foot, Assistant County Administrator – Public Safety; Chris Inglese, Assistant County Attorney; Tom Keaveny, County Attorney and Interim County Administrator; and John Weaver, Interim County Administrator;

Public: Rick Kemp, UNITED Task Force, Beaufort City Police Department; Billy Keyserling, Mayor, City of Beaufort; John O'Toole, Director, Beaufort County Economic Development Corporation; Lieutenant Charles Squires, City of Beaufort Police Department; Charlie Stone, Project Manager, Beaufort County Economic Development Corporation.

Media: Joe Croley, *Lowcountry Inside Track*.

Councilman Dawson chaired the meeting.

ACTION ITEMS

1. Matters Arising Out of Executive Session

Motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee recommend Council authorize the Interim County Administrator to proceed with negotiations to purchase a piece of property on Glover Lane with the Forfeited Land Commission. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Stewart and Mr. Vaux. The motion passed.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. Glover, seconded by Mr. Flewelling, that Committee recommend Council authorize the Interim County Administrator to continue negotiations with the City of Beaufort and the United Community Task Force in leasing the Charles Lind Brown Gym facility subject to the approval of activities related to the Parks and Recreation Department. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Stewart and Mr. Vaux. The motion passed.

Recommendation 1: Council authorize the Interim County Administrator to proceed with negotiations to purchase a piece of property on Glover Lane with the Forfeited Land Commission.

Recommendation 2: Council authorize the Interim County Administrator to continue negotiations with the City of Beaufort and the UNITED Community Task Force in leasing the Charles Lind Brown Gym facility subject to the approval of activities related to the Parks and Recreation Department.

INFORMATION ITEMS

2. Update / Beaufort County Economic Development Corporation Quarterly Report

Discussion: Mr. John O’Toole, Director, Beaufort County Economic Development Corporation (BCEDC), provided the Committee with a quarterly report on the activities of the Beaufort County Economic Development Corporation. The MCIP is part of the suggestions from the Department of Commerce to help a company in Beaufort County located at 1236 Trask Parkway. The company is looking to invest \$2.8 million dollars and add 16 new jobs with an average rate of pay over \$31.50 an hour. The concept is that 99% of something is better than 100% of nothing. The entire package the State is offering this company for this expansion is in excess of \$425,000. It is a good project. By including them into the MCIP, this is Beaufort County’s contribution to the project due to the tax credits. An informational session for the public will occur.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Glover, that Committee approve the request of the Beaufort County Economic Development Corporation to support the speculative building at the Myrtle Park Business Park, sites at the Beaufort Commerce Park and the laser company expansion on Hilton Head Island and recommend the Finance Committee approve the release of \$155,000 in site funds to move forward with the prep on parcels at the Beaufort Commerce Park, \$13,000 in site funds to cover the costs incurred on the wetland delineation for two parcels within the Beaufort Commerce Park, \$100,000 to retain a laser company’s plan for growth in Hilton Head Island, and the continued commitment of funds to the Beaufort County Economic Development Corporation in the amount of \$500,000 annually. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Stewart and Mr. Vaux. The motion passed.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: Committee approved the request of the Beaufort County Economic Development Corporation to support the speculative building at the Myrtle Park Business Park, sites at the Beaufort Commerce Park and the laser company expansion on Hilton Head Island and recommend the Finance Committee approve the release of \$155,000 in site funds to move forward with the prep on parcels at the Beaufort Commerce Park, \$13,000 in site funds to cover the costs incurred on the wetland delineation for two parcels within the Beaufort Commerce Park, \$100,000 to retain a laser company's plan for growth in Hilton Head Island, and the continued commitment of funds to the Beaufort County Economic Development Corporation in the amount of \$500,000 annually.

3. Update / Public Safety Division

Status: Due to time constraints, this item was delayed until the next meeting of the Governmental Committee.

4. Text Amendments to the Beaufort County Code of Ordinances / Chapter 78 - Floods

Status: Due to time constraints, this item was delayed until the next meeting of the Governmental Committee.

5. Executive Session

- **Legal advice regarding potential lease agreement with the City of Beaufort**
- **Potential acquisition of property on Shanklin Road, Beaufort**

Motion: It was moved by Mr. Vaux, seconded by Mr. Fobes, that Committee go immediately into executive session for receipt of legal advice regarding a potential lease agreement with the City of Beaufort and for potential acquisition of property on Shanklin Road, Beaufort. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mr. Stewart and Mr. Vaux. The motion passed.

Status: Committee went into executive session for receipt of legal advice regarding a potential lease agreement with the City of Beaufort and for potential acquisition of property on Shanklin Road, Beaufort.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

NATURAL RESOURCES COMMITTEE

November 19, 2018

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

The Natural Resources Committee met Monday, November 19, 2018 beginning at 3:00 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 member York Glover present. Members Gerald Dawson, Rick Caporale, Steven Fobes and Alice Howard absent. Non-committee members 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; Melissa Peagler, Long Range Planner; and Dave Thomas, Purchasing Director.

Public: Nicole Ewing, Nexsen and Pruet; Bill Moore, Principal, Adgar Solar; and Geoffrey Suttle, Senior Management of Project Development First Solar

Media: Joe Croley, *Lowcountry Inside Track*.

Committee Chairman Brian Flewelling chaired the meeting.

ACTION ITEMS

1. Off Agenda Item – Discussion Regarding Seabrook Solar Development Agreement

Motion: It was moved by Mr. Vaux, seconded by Mr. Glover, that Committee take up an off-agenda item for discussions regarding Seabrook Solar Development Agreement. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Greenway, Director, Community Development Director, reviewed this item with the Committee. Staff is recommending the Committee recommend approval of a resolution approving an amendment to a Development Agreement by and between Beaufort County and Seabrook Solar, LLC. Due to the uniqueness of the site and the solar project development, there are some tree mitigation issues and buffering issues. You have to have open sunshine for the solar devices to work, and the shading of the trees is interfering. Seabrook Solar is requesting to consider an alternative proposal and a fee structure for the buffers and the tree mitigation. The buffers have to be met so this site is not visible from any streets or residents. At some point, whenever you are putting vegetation in a buffer, you are just adding vegetation and extra plant material.

Motion: It was moved by Mr. Vaux, seconded by Mr. Glover, that Committee recommend Council approve an amendment to the Seabrook Solar Development Agreement, subject to recalculation of the Tree Ordinance Fee. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Recommendation: Council approve an amendment to the Seabrook Solar Development Agreement, subject to recalculation of the Tree Ordinance Fee.

2. **Amendments to the Beaufort County Community Development Code**
 - A. **Campground Standards: Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) - To provide distinctions between primitive, semi-developed, and developed campgrounds**
 - B. **Commercial Subdivisions: Article 6, Section 6.1.30 (Types of Subdivisions) - To modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses**
 - C. **Small Tidal Creeks: Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) - To provide a definition of small tidal creeks**
 - D. **Non-Conforming Structures: Article 8, Section 8.3.40 (Non-Conforming Structures) - To clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards**
 - E. **Vehicle Sales and Rental: Light: Article 3, Section 3.2.100 (T4 Hamlet Center Standards) - To add Vehicle Sales and Rental: Light as a Conditional Use in T4 Hamlet Center (T4HC)**
 - F. **Text and map amendment: Appendix B, Daufuskie Island Code to Amend the Daufuskie Island Plan**

Discussion: Mr. Eric Greenway, Director, Community Development Department, Mr. Rob Merchant, Deputy Director, Community Development Department and Ms. Melissa Peagler, Long Range Planner reviewed these text amendments with the Committee. When County Council adopted the Community Development (CDC) on December 8, 2014, the motion included a six month and one year evaluation of the Code as a condition of approval. These two

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reviews took place in 2015 and 2016. Community Development staff sees the merit of continuing to periodically evaluate and bring forward amendments to the CDC. Staff has learned of both minor and major corrections that should be made to the ordinance based on application and enforcement of the Code. Staff reviewed the following amendments:

- Campground Standards: Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds.
- Short-term Rentals: Article 3, Section 3.1.60 (Consolidated Use Table) and 3.1.70 (Land Use Definitions); Article 4, Section 4.1.360 (Specific to Use) to add new uses called limited home rental and extended home rental.
- Vehicle Sales and Rental: Light: Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add vehicle sales and rental: light as a conditional use in T4 Hamlet Center (T4HC)
- Small Tidal Creeks: Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creek.
- Commercial Subdivisions: Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses.
- Non-Conforming Structures: Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards

In addition, staff is recommending a proposed amendment to Appendix B of the Beaufort County CDC – Daufuskie Island Community Development Code. Over the last year, the Daufuskie Island Council has worked with Ecological Planning Group out of Savannah and RS&H, to develop a new island wide comprehensive plan and zoning ordinance. The Daufuskie Island Council is an organization designated to serve as a liaison between the people of Daufuskie Island and local, state and federal governments and agencies to help address the needs and concerns of island residents. The Council and consultants took part in an extensive public process that involved surveys, public meetings and community workshops.

Motion: It was moved by Mr. Vaux, seconded by Mr. Glover, that Committee recommend: (1) approval of text amendments to Campground Standards: Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds (2) approval of text amendments to Commercial Subdivisions: Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses, (3) approval of text amendments to Small Tidal Creeks: Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks (4) approval of text amendment to Non-Conforming Structures: Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards; (5) denial of text amendments to Vehicle Sales and Rental: Light: Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add Vehicle Sales And Rental: Light

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as a Conditional Use in T4 Hamlet Center (T4HC) and (6) approval to text amendment to Appendix B, Daufuskie Island Code to amend the Daufuskie Island Plan and (7) approval of map amendment for Appendix B, Daufuskie Code to amend the Daufuskie Island Plan. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Recommendation: Committee recommends: (1) approval of text amendments to Campground Standards: Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds to provide distinctions between primitive, semi-developed, and developed campgrounds (2) approval of text amendments to Commercial Subdivisions: Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses, (3) approval of text amendments to Small Tidal Creeks: Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks (4) approval of text amendment to Non-Conforming Structures: Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards; (5) denial of text amendments to Vehicle Sales and Rental: Light: Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add Vehicle Sales And Rental: Light as a Conditional Use in T4 Hamlet Center (T4HC) and (6) approval to text amendment to Appendix B, Daufuskie Island Code to amend the Daufuskie Island Plan and (7) approval of map amendment for Appendix B, Daufuskie Code to amend the Daufuskie Island Plan.

3. Text Amendments to Resolution 2006/3: Rural and Critical Lands Preservation Policies and Guidelines

Discussion: Ms. Barbara Holmes, Director of Land Protection, Beaufort County Open Land Trust, reviewed these proposed text amendments to the Committee. The changes proposed reflect what has been happening over the years and the procedures that have been modified over time.

Motion: It was moved by Mr. Vaux, seconded by Mr. Sommerville, that Committee recommend Council approve text amendments to Resolution 2006/3: Rural and Critical Lands Preservation Policies and Guidelines. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Recommendation: Council approve text amendments to Resolution 2006/3: Rural and Critical Lands Preservation Policies and Guidelines.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

4. Consideration of Reappointments and Appointments / Historic Preservation Review Board

Motion: It was moved by Mr. Sommerville, seconded by Mr. Glover, that Committee recommend Council nominate Ms. Katherine Pringle to serve as a member of the Historic Preservation Review Board. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Recommendation: Council nominate Ms. Katherine Pringle to serve as a member of the Historic Preservation Review Board.

5. Presentation / Current Stormwater Capital Improvement Plan (CIP)

Discussion: Mr. Eric Larson, Division Director–Environmental Engineering and Land Management provided the Committee with a presentation on the current Stormwater Capital Improvement Plan which include an overview of all the capital projects and their financials for fiscal year 2017 through fiscal year 2030, a 2017 vicinity map, and details on the following projects: Albergotti Creek 2 Regional BMP, County Retrofit Project: Batter Creek West M1, Battery Creek N1 Regional BMP, Battery Creek N2 Regional BMP, County Retrofit Project: Brewer Memorial Park Demonstration Wet Pond Project Feasibility, Broad Creek 4 Regional BMP, County Retrofit Project: Camp St. Mary's M2, County Retrofit Project: Factory Creek M2, County Retrofit Project: Grober Hill M2, Jarvis Creek 2 Regional BMP, Lucy Point Creek Regional BMP, Rock Spring Creek 1 Regional BMP, County Retrofit Project: Salt Creek South M1, County Retrofit Project: Sawmill Creek Overtopping / Forby Land, Sawmill Branch 1 Regional BMP, Sawmill Branch 2 Regional BMP, County Retrofit Project: SC170/Okatie West, and County Retrofit Project: Shanklin Road M2. Camp St. Mary is the only project that has not been started. In regard to Buckingham Plantation Project is a potential, as long as everyone understand the unintended consequence from removing from our schedule in that if it come back up funding will not be available.

Motion: It was moved by Mr. Vaux seconded by Mr. Glover, that Committee recommends Council approve reprioritizing the Capital Improvement Project List to add the Alljoy Study to a higher priority and possible immediate funding. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Recommendation: Committee recommends Council approved reprioritizing the Capital Improvement Project List to add the Alljoy Study to a higher priority and recommends immediate funding.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

INFORMATION ITEMS

6. Update / Previous Planning Commission Meeting

Discussion: Mr. Eric Greenway, Director, Community Development Department, provided the Committee with an update from the November 5, 2018 meeting of the Planning Commission. The Commission discussed a proposed street name change for Ponderosa Drive on St. Helena Island and text amendments to the Beaufort County Community Development Code (CDC) for sections relating to Campground Standards, Short Term Rentals, Vehicle Sales and Rental, Small Tidal Creeks, Commercial Subdivisions, and Non-Conforming Structures.

Status: Information only.

7. 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 presentation by the Beaufort County Economic Development Corporation and Southern Carolina Regional Alliance regarding economic development potential in the County. This month he said the Community Development Department and the Beaufort County Economic Development Corporation will be presenting a continuation of the affordability and affordable housing, and they will hear a presentation on the upcoming Impact Fee Update Study from our consultant.

Status: Information only.

8. Announcement – Northern Regional Plan Implementation Committee

Discussion: Committee Chairman Brian Flewelling announced that the Northern Regional Plan Implementation Committee will meet on Friday, November 30, 2018, at 9:00 a.m. in the Executive Conference Room, Administration Building, Beaufort County Robert Smalls Complex, located at 100 Ribaut Road, Beaufort, South Carolina. At that meeting, there will be a presentation of the Lady's Island Plan.

Status: Information only.

9. Request for Proposals / Agricultural – Equestrian Use of Land (Duncan Farms)

Discussion: Mr. Eric Greenway, Director, Community Development Department and Ms. Stephanie Nagid, Passive Parks Manager, reviewed this item with the Committee. The Beaufort County Community Development Department is seeking proposals from nonprofit organizations that wish to utilize County-owned property for agriculture and/or equestrian uses.

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The available property, known as Duncan Farms, is located in northern Beaufort County off of Highway 21 and Washington Farm Road. The total acreage is approximately 15 acres of wetlands and 65 acres of previously utilized farmland, which would be divided into two blocks to provide diversity of use. The County wishes to retain the agricultural nature of the site by providing the property as an opportunity for a public-private venture between the County and the non-profit agricultural and/or equestrian organization. An overview of the requirements of the organization was outlined with the committee. This item was previously tied to another issue in southern Beaufort County that was delayed due to environmental concerns.

Motion: It was moved by Mr. Vaux, seconded by Mr. Glover, that Committee authorize staff to move forward with request for proposals for non-profit organizations that wish to utilize County-owned property, known as Duncan Farms, for agricultural and/or equestrian uses. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Status: Committee authorized staff to move forward with request for proposals for non-profit organizations that wish to utilize County-owned property, known as Duncan Farms, for agricultural and/or equestrian uses.

10. Contract Revision / McBride Dale Clarion / From \$80,000 to \$100,000 / Lady's Island Area Plan Services

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. At the October 16, 2017 meeting of the Natural Resources Committee, the Committee approved a contract with McBride Dale Clarion for \$80,000 to create a plan for Lady's Island. The Planning process has been underway since January 2018. The consultant has requested a revision to the contract amount for \$20,000 above the originally approved contract amount of \$80,000 to a total amount of \$100,000. The reason for this additional funding request is as follows:

- Depth of involvement of the steering committee – The Lady's Island Plan Steering Committee, a volunteer ad hoc committee, was appointed to oversee the plan and has been very engaged in the planning process. However, this involvement has resulted in more steering committee meetings than originally scheduled. They have met 12 times. They were originally scheduled to meet 5-6 times. The consultant conducted many of the meetings as conference calls which helped reduce travel costs, but each meeting still involved extensive preparation from the consultant such as power point presentations and other related support.
- Extended schedule - As a result of the depth of steering committee involvement and other factors, the schedule has been extended. This project was originally planned to be completed in June, and now is scheduled for completion at the end of the calendar year.
- Technical analysis - The land use/GIS analysis took more time than the consultant originally estimated. They understood that some analysis had already been done to

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forecast how much additional growth was possible under current plans and zoning, but that analysis was not usable for the consultant as a starting point. They essentially started from scratch in terms of building the analysis model, including assembling GIS data. This was no one's fault and yielded very valuable information, but took more time than originally anticipated.

Funding for this increase would come from Beaufort County General Fund, Community Development Department Comprehensive Plan Professional Services, Account 1001131-51160.

Motion: It was moved by Mr. Glover, seconded by Mr. Vaux, that Committee approve a \$20,000 contract increase to McBride Dale Clarion for the Lady's Island Area Plan Services. The vote: YEAS –Mr. Flewelling, Glover, Mr. Sommerville and Mr. Vaux. ABSENT – Mr. Caporale, Mr. Dawson, Mr. Fobes and Mrs. Howard. The motion passed.

Status: Committee approved a \$20,000 contract increase to McBride Dale Clarion for the Lady's Island Area Plan Services.

11. Executive Session

Motion: It was moved by NO Motion, No Second that Committee go immediately into executive session for receipt of legal advice relating to pending litigation (River Oaks), discussion of proposed New Riverside / WalCam Land Swap and discussion of proposed Bailey Tract (54.32 acres) / Project 2018E – 75 Confederate Avenue. No vote taken.

Status: Committee went into executive session for receipt of legal advice relating to pending litigation (River Oaks), discussion of proposed New Riverside / WalCam Land Swap and discussion of proposed Bailey Tract (54.32 acres) / Project 2018E – 75 Confederate Avenue.

12. Matters Arising Out of Executive Session

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

13. Consideration of Reappointments and Appointments / Rural and Critical Lands Preservation Board

Status: No action at this time.

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

Status: No action at this time.

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

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

Status: No action at this time.

DRAFT

Notification: To view video of full discussion of this meeting please visit
http://beaufort.granicus.com/ViewPublisher.php?view_id=2

PUBLIC FACILITIES COMMITTEE

October 22, 2018

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

The Public Facilities Committee met Monday, October 22, 2018 beginning at 4:00 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman Stu Rodman, Vice Chairman York Glover and members Rick Caporale, Michael Covert, Jerry Stewart and Roberts “Tabor” Vaux present. Committee member Alice Howard absent. Non-Committee members Gerald Dawson, Steven Fobes, Brian Flewelling, 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: Andrea Atherton, Capital Improvements Project Construction Manager; Phil Foot, Assistant County Administrator–Public Safety; Patrick Hill, Director, Systems Management Department; Alicia Holland, Assistant County Administrator–Finance; Chris Inglese, Assistant County Attorney; Gary James, Assessor; Thomas Keaveny, Interim County Administrator and County Attorney; Colin Kinton, Division Director–Transportation Engineering; Eric Larson, Division Director–Environmental Engineering and Land Management; Rob McFee, Division Director–Facilities and Construction Engineering; Monica Spells, Assistant County Administrator – Civic Outreach and Engagement; Dave Thomas, Purchasing Director; Patty Wilson, Right of Way Manager and David Wilhelm, Public Works Director.

Media: Joe Croley, *Lowcountry Inside Track*.

Chairman Stu Rodman chaired the meeting.

ACTION ITEMS

- 1. Consideration of Contract Award / Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / One Caterpillar Backhoe Loader for the Public Works Department, Stormwater Division**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Purchasing Department received a request from the Public Works Director to purchase one CAT 420F2 Backhoe Loader to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The total

cost of \$117,452 includes equipment, delivery, five-year warranty, all discounts, SC sales tax and manuals. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee recommend Council award a contract to Blanchard to purchase a CAT 420F2 Backhoe Loader and warranty in the amount of \$117,452 to support the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council award a contract to Blanchard to purchase a CAT 420F2 Backhoe Loader and warranty in the amount of \$117,452 to support the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment.

2. Consideration of Contract Award / Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / One Caterpillar Bulldozer for the Public Works Department, Stormwater Division

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Purchasing Department received a request from the Public Works Director to purchase one CAT D5K2 Bulldozer to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The total cost of \$153,268 includes equipment, delivery, five-year warranty, all discounts, and SC sales tax and manuals. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee recommend Council award a contract to Blanchard to purchase the CAT D5K2 Bulldozer and warranty in the amount of \$153,268 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council award a contract to Blanchard to purchase a CAT D5K2 Bulldozer and warranty in the amount of \$153,268 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment.

3. Consideration of Contract Award / Patterson Construction, Beaufort, South Carolina / Voter Registration Warehouse Construction

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. Beaufort County issued an Invitation for Bid to solicit proposals from qualified firms to provide construction services for the addition of a 2,319 square foot warehouse for use by the County Voter Registration Department. The site location is 15 John Galt Road, Beaufort Industrial Village, Beaufort, South Carolina. A non-mandatory pre-bid meeting was held on August 24, 2017, at 3:00 p.m. in the Finance Conference Room and six construction firms attended the meeting. Two bids were received and opened on September 22, 2017. The County received bids from two firms – Patterson Construction, Beaufort, South Carolina and Paul S. Atkins Company, Statesboro, Georgia.

In addition, staff is requesting a 10% contingency in the amount of \$19,937 to cover any unforeseen conditions. The grant total for the project, with the 10% contingency is \$219,311.40. Funding will come from Account 10001310-54420, Facilities Management, Renovations to Existing Buildings.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee recommend Council award a contract to Patterson Construction, Beaufort, South Carolina in the amount of \$199,374 and include a 10% contingency in the amount of \$19,937, for a total project cost of \$219,311.40 for the new Voter Registration Warehouse. Funding will come from Account 10001310-54420, Facilities Management, Renovations to Existing Buildings. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council award a contract to Patterson Construction, Beaufort, South Carolina in the amount of \$199,374 and include a 10% contingency in the amount of \$19,937, for a total project cost of \$219,311.40 for the new Voter Registration Warehouse. Funding will come from Account 10001310-54420, Facilities Management, Renovations to Existing Buildings.

4. Consideration of Contract Award / ThinkGard Total Data Security, Pelham, Alabama / Cloud-Based Backup Solution

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, and Mr. Patrick Hill, Director, Systems Management Department, reviewed this item with the Committee. The Information Technology System Management Department seeks to secure a cloud-based backup solution that also includes disaster recovery failover to maintain continuity of critical servers in support of County operations. This purchase will help to ensure maximum availability of servers across multiple departments

related to several technology-related program, e.g. the Public Works ticketing System and countywide telephone billing system. The solution includes backup verification, backup encryption (during transmission and when stored), and cloud based and in-County emergency server hosting. A monthly maintenance/renewal fee will be incurred to support the backup appliance. Funding would come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee recommend Council approve the purchase of ThinkGard’s cloud backup and restore solution for an initial purchase of \$42,620.60 with a monthly recurring cost of \$10,392 for the period of November 2018 through June 2019 for a total cost of \$104,977.60. Funding would come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council approve the purchase of ThinkGard’s cloud backup and restore solution for an initial purchase of \$42,620.60 with a monthly recurring cost of \$10,392 for the period of November 2018 through June 2019 for a total cost of \$104,977.60. Funding would come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts.

5. Consideration of Contract Award / Data Network Solution, Chapin, South Carolina / Nutanix Hyper-converged Infrastructure (HCI) Server System

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, and Mr. Patrick Hill, Director, Systems Management Department, reviewed this item with the Committee. The Information Technology Systems Management Department seeks to secure a hyper-converged infrastructure server system from Nutanix that allows for immediate redundant failover of critical servers for \$211,884.48. This system will replace the blade servers in the data center that are end-of-life in addition to servers expiring in 2019. This system will hold our Thompson Reuters Aumentum property tax software and Cisco Voice over Internet Protocol (VoIP) Telephony System, as well as our Domain server (a server computer that responds to security authentication requests, e.g. logging in, checking permissions, etc.) and the server housing all data for the Emergency Medical Services (EMS) Department. Funding will come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee recommend Council approve the purchase of a Nutanix HCI Server System from Data Network Solution, Chapin, South Carolina, in the amount of \$229,884.48. Funding will come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council approve the purchase of a Nutanix HCI Server System from Data Network Solution, Chapin, South Carolina, in the amount of \$229,884.48. Funding will come from Account 10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts.

6. Discussion / Consideration of an Ordinance Authorizing the Interim County Administrator to Execute Documents to Lease a Portion of a Building on Daufuskie Island (Daufuskie Island Store)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tom Keaveny, Interim County Administrator and County Attorney, reviewed this item with the Committee. When Marshside Mamas closed, the Daufuskie Island Store also closed. Mr. John Hill approached the County and offered to lease the store. This proposed ordinance authorizes the Interim County Administrator to execute documents to lease a portion of a building (Daufuskie Island General Store), located at 15 Haig Point Road, Daufuskie Island to Mr. John Hill. This lease would make Mr. Hill responsible for maintaining the property, to include the bathrooms, the well and the well house, keeping the grass mowed, litter picked up, keeping the property free from hazards of all kids, payment of all utility bills associated with use of the premises and ensure that the restaurant portion of the building remains secure and unoccupied.

Motion: It was moved by Mr. Vaux, seconded by Mr. Caporale, that Committee recommend Council approve on first reading an ordinance authorizing the Interim County Administrator to execute documents to lease a portion of a building on Daufuskie Island (Daufuskie Island Store). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council approve on first reading an ordinance authorizing the Interim County Administrator to execute documents to lease a portion of a building on Daufuskie Island (Daufuskie Island Store).

7. Discussion / Animal Shelter Facilities Project at 10 Pritcher point Road, Okatie

- **Conveyance of utility easement to the Beaufort-Jasper Water & Sewer Authority (BJWSA)**
- **Conveyance of utility easement to Hargray Communications Group, Inc.**
- **Conveyance of a quit claim deed for the installation of the lift station by the BJWSA**
- **Bill of Sale granting ownership of certain infrastructure materials to the BJWSA**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mrs. Patty Wilson, Right of Way Manager, and Andrea Atherton, Capital Improvements Projects Construction Manager reviewed the four ordinances with the Committee. There are two ordinances authorizing the execution and delivery of an easement encumbering

property owned by Beaufort County at 10 Pritcher Point Road, South Carolina. The first ordinance is a utility easement, requested by Beaufort-Jasper Water and Sewer Authority (BJWSA), for erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County's property. The second ordinance is a Non-Exclusive Telecommunications and Video and/or Broadband Facilities Easement requested by Hargray Communications Group, Inc., for erecting, operating and maintaining Telecommunication and Video and/or Broadband infrastructure across portions of the County's property. There is also 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 for BJWSA to install a lift station on the property. The fourth ordinance authorizes the execution and delivery of a Bill of Sale granting ownership of certain infrastructure materials to BJWSA related to the Animal Shelter Project. Staff recommends approval of all four ordinances.

Motion: It was moved by Mr. Covert, seconded by Mr. Caporale, that Committee recommend Council approve on first reading four ordinances: (1) an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Beaufort-Jasper Water and Sewer Authority); (2) an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Hargray Communications Group, Inc.); (3) 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; and (4) 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. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Recommendation: Council approve on first reading four ordinances: (1) an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Beaufort-Jasper Water and Sewer Authority); (2) an ordinance authorizing the execution and delivery of an easement encumbering property owned by Beaufort County at 10 Pritcher Point Road, South Carolina (Hargray Communications Group, Inc.); (3) 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; and (4) 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.

INFORMATION ITEMS

8. Consideration of Contract Award / Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / One Caterpillar Mini Excavator for the Public Works Department, Stormwater Division

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Purchasing Department received a request from the Public Works Director to purchase one CAT

305E2 Mini Excavator to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The total cost of \$67,387 includes equipment, delivery, five-year warranty, all discounts, and SC sales tax and manuals. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment.

Motion: It was moved by Mr. Glover, seconded by Mr. Covert, that Committee award a contract to Blanchard to purchase the CAT 305E2 Mini Excavator and warranty in the amount of \$67,387 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Glover, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Howard. The motion passed.

Status: Committee awarded a contract to Blanchard to purchase the CAT 305E2 Mini Excavator and warranty in the amount of \$67,387 in support of the Public Works Department – Stormwater Section. Funding will come from Account 50250011-54200, Stormwater Utility, Specialized Capital Equipment

9. Update / Edgar Glenn (Lemon Island) Boat Landing Lighting Improvements

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, said this is for the installation of four 30' wood poles and LED 168W CobraFlex fixtures at the Edgar Glenn (Lemon Island) Boat landing. They would be installed by South Carolina Electric & Gas and would cost approximately \$3,000 per year (Energy Charge of \$32.05, Facility Charge of \$129.75, South Carolina sales taxes and other applicable fees).

Status: Information only.

10. Update / US Highway 278 Corridor Gateway Projects

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: Due to time constraints, no update was provided.

11. Consideration of Reappointments and Appointments / Beaufort County Transportation Committee

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No action taken at this time.

12. Consideration of Reappointments and Appointments / Keep Beaufort County Beautiful Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No action taken at this time.

DRAFT

RESOLUTION NO. 2018 / ____

A RESOLUTION TO AMEND THE BEAUFORT COUNTY COUNCIL RULES AND PROCEDURES, CHAPTER 2A TO ADD A SCHEDULE FOR COMMITTEE MEETING TO BE HELD MONTHLY

WHEREAS, so as to avoid conflict in scheduling the various committee meetings and to provide sufficient time for the completion of the committees' business, Council has determined that the best interests of county staff, the Clerk to Council and Council itself will be served by establishing a monthly schedule for committee meetings.

NOW, THEREFORE, BE IT RESOLVED that effective January, 2019, and continuing forward thereafter, the following schedule for Council Committee meetings shall be as follows:

1. The **Finance Committee** and the **Community Services Committee** will meet during the first full week of each month. The Chairman of each committee will establish a standard date and time for the committee's meeting.
 - a. Items from either or both of those two committees that require further consideration by full Council shall be placed on the Council Agenda for the second Council meeting of the same month.
 - b. Committee Chairman are expected to set a committee agenda with the Clerk to Council no later than the Wednesday preceding the scheduled meeting.
2. The **Government Committee**, the **Natural Resources Committee** and the **Public Facilities Committee** will meet during the third full week of each month. The Chairman of each committee will establish a standard date and time for the committee's meeting.
 - a. Items from any or all of the three committees that require further consideration by full Council shall be placed on the Council agenda for the first Council meeting of the following month.
 - b. Committee Chairman are expected to set a committee agenda with the Clerk to Council no later than the Wednesday preceding the scheduled meeting.
3. Nothing herein is intended to prevent the cancellation of a committee meeting if in the opinion of the Committee Chairman there are insufficient issues requiring the committee's attention.
4. Nothing herein is intended to prevent a Committee Chairman from recommending to the Council Chairman that a particular issue coming forward from that committee is time sensitive and should be considered by full Council at the next full Council meeting.
5. Committee Chairman shall retain the prerogative of delaying the transmittal of an issue to the full Council if in the opinion of the Committee Chairman additional research or additional information is necessary for the committee to fully comprehend to issue at hand so as to make an informed recommendation to Council.
6. Council recognizes that there are months when full Council meets only once monthly. Council also recognizes that there potentially are unforeseen circumstances where by necessity committee schedules must be adjusted. This scheduling Resolution is intended to be sufficiently flexible as needed so as to conduct the business of a committee with

standardization, but, nevertheless, with the authority to adjust a schedule as deemed reasonable and necessary.

7. The Committee Chairmen of those committees meeting during the first week and the Committee Chairman of those committees meeting during the third week of the month are encouraged to coordinate their scheduled committee meetings during the same week so as to inconvenience Council members as much as possible; remembering, however, that sufficient time should be allowed for a committee to complete all items on their respective agendas.

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
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

ORDINANCE NO. 2018/____
(PROJECT SKY MULTI-COUNTY PARK)

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE 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 BEAUFORT COUNTY AND TO INCLUDE THE AFOREMENTIONED PROPERTY; (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; (4) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (5) OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Multi-County Park Act"), Beaufort County, South Carolina ("Beaufort County") and Jasper County, South Carolina ("Jasper County"), in order to promote economic development and thus encourage investment and provide additional employment opportunities, Beaufort County and Jasper County, as authorized under the Multi-County Park Act, now propose to establish jointly a multi-county industrial/business park (the "Park"); and

WHEREAS, Beaufort County and Jasper County have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Establishment of a Multi-County Industrial/ Business Park (Project Sky) proposed to be entered into by and between Beaufort County and Jasper County as of such date as may be agreed to by Beaufort County and Jasper County (the "Project Sky Multi-County Park Agreement"), a form of which Project Sky Multi-County Park Agreement has been presented to this meeting; and

WHEREAS, it appears that the Project Sky Multi-County Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Beaufort County for the purposes intended.

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

Section 1. Establishment of Project Sky Multi-County Park; Approval of the Project Sky Multi-County Park Agreement. There is hereby authorized to be established, in conjunction with Jasper County, a multi-county industrial/business park to be known as the Project Sky Multi-County Park and to include therein the Project Sky Property as more particularly described on Exhibit A. The form, provisions, terms and conditions of the Project

Sky Multi-County Park Agreement now before this meeting and filed with the Clerk to Beaufort County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Project Sky Multi-County Park Agreement were set out in this Ordinance in its entirety. The Chairman of Beaufort County Council is hereby authorized, directed, and empowered to execute the Project Sky Multi-County Park Agreement in the name and on behalf of Beaufort County; the Clerk to Beaufort County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Beaufort County Council is further authorized, directed, and empowered to deliver the Project Sky Multi-County Park Agreement to Jasper County.

The Project Sky Multi-County Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Project Sky Multi-County Park Agreement now before this meeting.

The Chairman of Beaufort County Council, the County Administrator of Beaufort County, and the Clerk to the Beaufort County Council, for and on behalf of Beaufort County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Project Sky Multi-County Park and the performance of all obligations of Beaufort County under and pursuant to the Project Sky Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fee in Lieu of Tax. The businesses and industries located in the Project Sky Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Project Sky Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County. That portion of the fee allocated pursuant to the Project Sky Multi-County Park Agreement to Jasper County shall, upon receipt by the Treasurer of Beaufort County, be paid to the Treasurer of Jasper County in accordance with the terms of the Project Sky Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Beaufort County and Jasper County, acting by and through the Treasurer of Beaufort County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Beaufort County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Project Sky Multi-County Park by Beaufort County and Jasper County shall be as set forth in the Project Sky Multi-County Park Agreement.

Section 4. Distribution of Revenues within Beaufort County. Revenues generated from industries and businesses located in the Project Sky Multi-County Park and received by Beaufort County shall be distributed by Beaufort County in accordance with an ordinance to be passed by Beaufort County Council.

Section 5. Governing Laws and Regulations. The ordinances of Beaufort County, as applicable, concerning zoning, health and safety regulations, and building code requirements will apply for the entire Project Sky Multi-County Park.

Section 6. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Project Sky Multi-County Park properties is vested with the Sheriff's Department of Beaufort County. If any of the Project Sky Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 7. Conflicting Provisions. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability. If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effectiveness. This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
D. Paul Sommerville, Chairman, County Council,
Beaufort County, South Carolina

[SEAL]

Attest:

By: _____
_____, Clerk to County Council,
Beaufort County, South Carolina

First Reading: _____, 2018
Second Reading: _____, 2018
Public Hearing: _____, 2018
Third Reading: _____, 2018

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **AGREEMENT FOR THE ESTABLISHMENT OF**
) **MULTI-COUNTY INDUSTRIAL/BUSINESS PARK**
) **(PROJECT SKY)**
 COUNTY OF JASPER)

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (PROJECT SKY) for the establishment of a multi-county industrial/business park to be located within Beaufort County and Jasper County is made and entered into as of [____], 2018, by and between Beaufort County, South Carolina (“Beaufort County”) and Jasper County, South Carolina (“Jasper County”).

RECITALS

WHEREAS, Beaufort County and Jasper County are contiguous counties which, pursuant to Ordinance No. [____], enacted by Beaufort County Council on [____], 2018, and Ordinance No. [____] enacted by Jasper County Council on [____], 2018, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Beaufort County a multi-county industrial/business park (the “Park”), to be located upon property more particularly described in Exhibit A (Beaufort); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Beaufort County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. **Location of the Park.**

(A) The Park consists of property that is located in Beaufort County and which now or will be owned and/or operated by Project Sky one or more affiliates, and/or other project sponsors, as more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Beaufort County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Beaufort County and resolution of the county council of Jasper County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within

the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Beaufort County Council and resolution of Jasper County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Beaufort County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearings shall first be held by Beaufort County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Beaufort County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Beaufort County and Jasper County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

A. Beaufort County	100%
B. Jasper County	0%

6. **Allocation of Revenues.** Beaufort County and Jasper County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

A. Beaufort County	99%
B. Jasper County	1%

Any payment from Beaufort County to Jasper County of Jasper County's allocable share of Park revenues: (I) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Beaufort County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Beaufort County is not obligated to pay Jasper County more than Jasper County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. **Revenue Allocation within Each County.** Park revenues generated shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Beaufort County and to Jasper County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Beaufort County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Beaufort County in the manner provided by ordinance of the county council of Beaufort County; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity, and (iii) all taxing entities other than the foregoing shall receive zero percent (0%) of such revenues.

(B) Revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Beaufort County portion of the Park shall be distributed solely to Jasper County.

8. **Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Beaufort County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Beaufort County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Sections 6 and 7** herein.

10. **Governing Laws and Regulations.** Any applicable ordinances and regulations of Beaufort County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Beaufort County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

11. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

12. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

14. **Additional Parties.** This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Beaufort County, and by resolution of the county council of Jasper County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Beaufort County only in the event that such additional county’s allocation of Park Revenues hereunder shall be allocated solely out of Jasper County’s residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

15. **Term; Termination.** Except as specifically provided in this **Section 15**, Beaufort County and Jasper County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the shorter of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property; provided, however, that this Agreement shall automatically terminate in its entirety on the 30th day after provision or payment in full, or termination, of all special source revenue credits or due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Beaufort County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the “Act”), unless Beaufort County shall first (i) obtain the written consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Beaufort County complies with the preceding sentence, Beaufort County may terminate this Agreement upon providing thirty (30) days notice to Jasper County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

16. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff’s Office of Beaufort County, for matters

within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
D. Paul Sommerville, Chairman, County Council
Beaufort County, South Carolina

[SEAL]
Attest:

By: _____
_____, County Council Clerk,
Beaufort County, South Carolina

JASPER COUNTY, SOUTH CAROLINA

By: _____
D. T. Johnson, Jr., Chairman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Judy Frank, County Council Clerk
Jasper County, South Carolina

Exhibit A (Beaufort)

PARK PROPERTY

Property ID No. R700 020 000 0008 000, located at 1236 Trask Parkway, consisting of approximately 8.970 acres

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DRAFT

Exhibit B (Jasper)

JASPER COUNTY PROPERTY

None.

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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 Jerry Stewart, Chairman, Finance Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: New Contract as a Result of Solicitation
IFB 102318HXD, Off Airport Tree Removal Mitigation and Summit Drive Mitigation
DATE: 11/29/2018

BACKGROUND:

As part of the ongoing tree removal project at Hilton Head Island Airport, it has been determined that mitigation of certain trees removed within the approaches to Runway 03-21 and along Summit Drive will need to be performed.
Beaufort County issued an Invitation to Bid (IFB) to contractors capable of providing the tree mitigation service. This project is being executed in accordance with the Hilton Head Island Airport Master Plan Phase I Implementation as directed by Beaufort County and Town of Hilton Head Councils in 2010.
Bids were received and reviewed by airport staff and consultants and it was determined that Kolcun Tree Care, Inc., was the lowest responsible/responsive bidder.
The Beaufort County Airports Board (BCAB) finds this contract award and work authorization acceptable. Therefore, the BCAB forwards these items to Finance Committee for their approval.

VENDOR INFORMATION:

COST:

Table with 2 columns: Vendor Name and Cost. Includes Kolcun Tree Care, LLC (\$386,951.50), Preferred Materials, Inc. (\$694,496.25), and The Greenery, Inc. (\$737,008.76).

Insert Addition Vendor Info.

FUNDING:

90% via FAA AIP Grant 37, 5% through SCAC and 5% via Hilton Head Island Airport Revenue.

Funding approved: Yes By: aholland Date: 11/30/2018

FOR ACTION:

Finance Committee meeting occurring 12/10/2018.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council the contract award to Kolcun Tree Care Inc., to perform the required tree removal services for a total cost of \$386,951.50.

Attachment: IFB 102318HXD Attachments.pdf 433.6 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 11/30/2018

Check to override approval: Overridden by:

Alicia Holland, Assistant County Administrator, Finance		Override Date:	<input type="text"/>	<input type="checkbox"/>
Colin Kinton, Director, Transportation Engineering Divisik		Approved:	Yes	<input type="checkbox"/>
		Date:	11/30/2018	<input type="checkbox"/>
Check to override approval: <input type="checkbox"/>		Overridden by:	<input type="text"/>	<input type="checkbox"/>
		Override Date:	<input type="text"/>	<input type="checkbox"/>
		ready for admin:		<input checked="" type="checkbox"/>
Jon Rembold, Director, Airports Department		Approved:	Yes	<input type="checkbox"/>
		Date:	11/30/2018	<input type="checkbox"/>
Check to override approval: <input type="checkbox"/>		Overridden by:	<input type="text"/>	<input type="checkbox"/>
		Override Date:	<input type="text"/>	<input type="checkbox"/>
		ready for admin:		<input checked="" type="checkbox"/>

CC others

After Initial Submission, Use the Save and Close Buttons

TALBERT, BRIGHT & ELLINGTON
Engineering & Planning Consultants

November 26, 2018

Mr. Jon Rembold
Airports Director
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

RE: Bid Tabulation and Recommendation of Award
Off Airport Tree Removal Mitigation & Summit Drive Mitigation
Hilton Head Island Airport
TBE Project No. 2119-1808

Dear Mr. Rembold,

Bids for the above referenced project were opened on October 23, 2018 at 3:00 P.M. Three bids were received, opened and tabulated. The lowest bidder was **Kolcun Tree Care, LLC.** with a total bid proposal of **\$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**, the second lowest bidder was **Preferred Materials, Inc.** with a total bid proposal of **\$694,496.25 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**, and the third lowest bidder was **The Greenery, Inc.** with a total bid proposal of **\$737,008.76 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**. A tabulation of the bids is enclosed for your review.

Our review of the bids submitted, the proposal documents and project specifications revealed that the apparent low bidder Kolcun Tree Care, LLC., submitted a DBE participation amount of 8.3% exceeding the DBE goal of 6.1%. Therefore, it is our recommendation that **Kolcun Tree Care, LLC.** be awarded the construction contract for this project in the amount of **\$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**.

We recommend this award subject to the availability of federal and state funding assistance. A grant application for both the FAA and SCAC future grants will be transmitted under separate cover.

Sincerely,



Patrick E. Turney, PE, PLS
Project Manager

Enclosure

				THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
A. SITE PREPARATION AND EARTH WORK											
1.	Selective Clearing and Grubbing	34,829	SF	\$0.62	\$21,593.98	\$0.15	\$5,224.35	\$0.60	\$20,897.40	\$0.22	\$7,662.38
2.	Soil Amendments	34,829	SF	\$0.11	\$3,831.19	\$0.35	\$12,190.15	\$0.50	\$17,414.50	\$0.10	\$3,482.90
Site Preparation and Earth Work Subtotal					\$25,425.17		\$17,414.50		\$38,311.90		\$11,145.28
B. LANDSCAPING											
Trees											
1.	ILCA2 Ilex cassine/ Dahoon Holly/ 8'-10' H/ Cont.	11	EA	\$629.51	\$6,924.61	\$822.54	\$9,047.94	\$1,430.00	\$15,730.00	\$350.00	\$3,850.00
2.	ILCA Ilex cassine/ Dahoon Holly/ 6'-8' H/ Cont.	11	EA	\$564.72	\$6,211.92	\$642.54	\$7,067.94	\$420.00	\$4,620.00	\$175.00	\$1,925.00
3.	MAV12 Magnolia virginiana/ Sweetbay Magnolia/8'-10'H min./ Cont.	6	EA	\$726.69	\$4,360.14	\$672.54	\$4,035.24	\$535.00	\$3,210.00	\$350.00	\$2,100.00
4.	MAV1 Magnolia virginiana/ Sweetbay Magnolia/6'-8'H min./ Cont.	6	EA	\$629.51	\$3,777.06	\$552.54	\$3,315.24	\$440.00	\$2,640.00	\$175.00	\$1,050.00
5.	SAPA Sabal palmetto/ Cabbage Palm/ 12'-14'H/ Hurricane Cut	1	EA	\$629.51	\$629.51	\$597.54	\$597.54	\$860.00	\$860.00	\$525.00	\$525.00
Shrubs											
1.	ILVO2 Ilex vomitoria/ Upright Yaupon Holly/ 5'-6' H/ #30 Cont.	28	EA	\$449.18	\$12,577.04	\$447.54	\$12,531.12	\$695.00	\$19,460.00	\$350.00	\$9,800.00
2.	ILVO Ilex vomitoria/ Upright Yaupon Holly/ 4' H/ #15 Cont.	28	EA	\$395.36	\$11,070.08	\$387.54	\$10,851.12	\$420.00	\$11,760.00	\$175.00	\$4,900.00
3.	MYCE2 Myrica cerifera/ Wax Myrtle/ 5'-6' #30 Cont.	30	EA	\$388.71	\$11,661.30	\$372.54	\$11,176.20	\$535.00	\$16,050.00	\$350.00	\$10,500.00
4.	MYCE Myrica cerifera/ Wax Myrtle/ 3'-3.5' #15 Cont.	30	EA	\$259.38	\$7,781.40	\$237.54	\$7,126.20	\$292.14	\$8,764.20	\$150.00	\$4,500.00
Other											
1.	MULCH Longleaf Pine Straw - 3" deep	34,829	SF	\$0.19	\$6,617.51	\$0.32	\$11,145.28	\$0.35	\$12,190.15	\$0.15	\$5,224.35
Landscaping Subtotal					\$71,610.57		\$76,893.82		\$95,284.35		\$44,374.35
C. MAINTENANCE											
1	Year Maintenance & Watering (Landscape)	1	YR	\$62,716.02	\$62,716.02	\$8,700.00	\$8,700.00	\$44,000.00	\$44,000.00	\$15,000.00	\$15,000.00
Maintenance					\$62,716.02		\$8,700.00		\$44,000.00		\$15,000.00
D. TREE STORM DAMAGE REPAIR & MAINTENANCE											
1	Tree Storm Damage Repair (see Note 2)	2	DAY	\$6,763.37	\$13,526.74	\$1,600.00	\$3,200.00	\$11,250.00	\$22,500.00	\$6,500.00	\$13,000.00
Tree Storm Damage Repair & Maintenance					\$13,526.74		\$3,200.00		\$22,500.00		\$13,000.00
SCHEDULE A TOTAL					\$173,278.50		\$106,208.32		\$200,096.25		\$83,519.63
ALTERNATE MAINTENANCE											
1	Year 2 Maintenance	1	YR	\$45,144.00	\$45,144.00	\$8,700.00	\$8,700.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
2	Year 3 Maintenance	1	YR	\$40,356.00	\$40,356.00	\$8,700.00	\$8,700.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
Alternate - Additional Maintenance					\$85,500.00		\$17,400.00		\$50,000.00		\$20,000.00

* DENOTES MATH ERROR

				THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate		
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	
A. LANDSCAPING												
Trees												
1.	Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	22	EA	\$849.15	\$18,681.30	*	\$1,047.54	\$23,045.88	\$1,390.00	\$30,580.00	\$900.00	\$19,800.00
2.	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	5	EA	\$816.76	\$4,083.80	*	\$672.54	\$3,362.70	\$655.00	\$3,275.00	\$700.00	\$3,500.00
3.	Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/ Cont.	26	EA	\$921.06	\$23,947.56	*	\$792.54	\$20,606.04	\$1,290.00	\$33,540.00	\$1,000.00	\$26,000.00
4.	Salix Nigra/ Black Willow/ 10' H/ 2" DIA/ Cont.	11	EA	\$978.73	\$10,766.03	*	\$507.54	\$5,582.94	\$990.00	\$10,890.00	\$1,000.00	\$11,000.00
5.	Sassafras Albidum/ Sassafras/ 10' H/ 2" DIA/ Cont.	19	EA	\$1,140.70	\$21,673.30	*	\$522.54	\$9,928.26	\$1,090.00	\$20,710.00	\$1,100.00	\$20,900.00
6.	Juniperus Sillicola/ Red Cedar/ 6' H/ 1" DIA/ Cont.	25	EA	\$525.21	\$13,130.25	*	\$372.54	\$9,313.50	\$375.00	\$9,375.00	\$500.00	\$12,500.00
7.	Betula Nigra/ River Birch/ 10' H/ 2" DIA/ Cont.	9	EA	\$735.77	\$6,621.93	*	\$447.54	\$4,027.86	\$535.00	\$4,815.00	\$600.00	\$5,400.00
8.	Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	19	EA	\$978.73	\$18,595.87	*	\$905.46	\$17,203.74	\$1,430.00	\$27,170.00	\$1,000.00	\$19,000.00
9.	Taxodium Distichum/ Bald Cypress/ 10' H/ 2" DIA/ Cont.	8	EA	\$654.78	\$5,238.24	*	\$492.54	\$3,940.32	\$575.00	\$4,600.00	\$600.00	\$4,800.00
10.	Myrica Cerifera/ Southern bayberry/ 10' H/ 2" DIA/ Cont.	4	EA	\$784.36	\$3,137.44	*	\$597.54	\$2,390.16	\$890.00	\$3,560.00	\$800.00	\$3,200.00
Other												
1.	MULCH Longleaf Pine Straw - 3" deep	30,000	SF	\$0.19	\$5,700.00	*	\$0.37	\$11,100.00	\$0.35	\$10,500.00	\$0.20	\$6,000.00
Landscaping Subtotal					\$131,575.72	*	\$110,501.40	\$159,015.00	\$132,100.00			
B. MAINTENANCE												
1 Year Maintenance & Watering (Landscape)		1	YR	\$59,415.17	\$59,415.17		\$8,700.00	\$8,700.00	\$34,400.00	\$34,400.00	\$30,000.00	\$30,000.00
Maintenance					\$59,415.17		\$8,700.00	\$34,400.00	\$30,000.00			
SCHEDULE B TOTAL					\$190,990.89	*	\$119,201.40	\$193,415.00	\$162,100.00			
ALTERNATE MAINTENANCE												
1. Year 2 Maintenance		1	YR	\$42,768.00	\$42,768.00		\$8,700.00	\$8,700.00	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00
2. Year 3 Maintenance		1	YR	\$38,232.00	\$38,232.00		\$8,700.00	\$8,700.00	\$21,000.00	\$21,000.00	\$20,000.00	\$20,000.00
Alternate - Additional Maintenance					\$81,000.00		\$17,400.00	\$42,000.00	\$45,000.00			

* DENOTES MATH ERROR

				THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
A. LANDSCAPING											
Trees											
1.	Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	19	EA	\$875.57	\$16,635.83	\$1,047.54	\$19,903.26	\$1,390.00	\$26,410.00	\$900.00	\$17,100.00
2.	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	6	EA	\$843.18	\$5,059.08	\$672.54	\$4,035.24	\$655.00	\$3,930.00	\$700.00	\$4,200.00
3.	Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/ Cont.	19	EA	\$1,005.15	\$19,097.85	\$792.54	\$15,058.26	\$1,290.00	\$24,510.00	\$1,000.00	\$19,000.00
4.	Sassafras Albidum/ Sassafras/ 10' H/ 2" DIA/ Cont.	6	EA	\$1,167.12	\$7,002.72	\$522.54	\$3,135.24	\$1,090.00	\$6,540.00	\$1,100.00	\$6,600.00
5.	Juniperus Sibiricola/ Red Cedar/ 10' H/ 2" DIA/ Cont.	25	EA	\$875.57	\$21,889.25	\$717.54	\$17,938.50	\$495.00	\$12,375.00	\$800.00	\$20,000.00
6.	Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	26	EA	\$1,005.15	\$26,133.90	\$1,047.54	\$27,236.04	\$1,430.00	\$37,180.00	\$1,000.00	\$26,000.00
7.	Sassafras Albidum/ Sassafras/ 6' H/ 1" DIA/ Cont.	6	EA	\$551.63	\$3,309.78	\$372.54	\$2,235.24	\$1,090.00	\$6,540.00	\$500.00	\$3,000.00
Other											
1.	MULCH Longleaf Pine Straw - 3" deep	30,000	SF	\$0.19	\$5,700.00	\$0.37	\$11,100.00	\$0.35	\$10,500.00	\$0.20	\$6,000.00
Landscaping Subtotal					\$104,828.41	\$100,641.78	\$127,985.00	\$101,900.00			
B. MAINTENANCE											
1 Year Maintenance & Watering (Landscape)		1	YR	\$42,910.96	\$42,910.96	\$8,700.00	\$8,700.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
Maintenance					\$42,910.96	\$8,700.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	
SCHEDULE C TOTAL					\$147,739.37	\$109,341.78	\$162,985.00	\$131,900.00			
ALTERNATE MAINTENANCE											
1. Year 2 Maintenance		1	YR	\$30,888.00	\$30,888.00	\$8,700.00	\$8,700.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00
2. Year 3 Maintenance		1	YR	\$27,612.00	\$27,612.00	\$8,700.00	\$8,700.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00
Alternate - Additional Maintenance					\$58,500.00	\$17,400.00	\$46,000.00	\$45,000.00			

* DENOTES MATH ERROR

	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE
SCHEDULE A TOTAL	\$85,500.00	\$173,278.50	\$17,400.00	\$106,208.32	\$50,000.00	\$200,096.25	\$20,000.00	\$83,519.63
SCHEDULE B TOTAL	\$81,000.00	\$190,990.89	\$17,400.00	\$119,201.40	\$42,000.00	\$193,415.00	\$45,000.00	\$162,100.00
SCHEDULE C TOTAL	\$58,500.00	\$147,739.37	\$17,400.00	\$109,341.78	\$46,000.00	\$162,985.00	\$45,000.00	\$131,900.00
SCHEDULE A + SCHEDULE B + SCHEDULE C TOTAL	\$225,000.00	\$512,008.76	\$52,200.00	\$334,751.50	\$138,000.00	\$556,496.25	\$110,000.00	\$377,519.63

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBER, BRIGHT & ELLINGTON, INC.

10/23/2018
DATE

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____ 2018, by and between **BEAUFORT COUNTY**, hereinafter called the OWNER, and **KOLCUN TREE CARE, LLC**, hereinafter called the CONTRACTOR.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. Scope of Work:

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA

Specifications and Contract Documents:

- a. Project Plans prepared by Talbert, Bright & Ellington, Inc. and JK Tiller Associates, Inc., dated June 2018
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal Accepted as modified in the amount of \$386,951.50 (Schedule A plus Year 2 and Year 3 Alternate Maintenance Items, Schedule B plus Year 2 and Year 3 Alternate Maintenance Items, and Schedule C plus Year 2 and Year 3 Alternate Maintenance Items)
- g. Performance and Payment Bond
- h. Addendum No. 1 was issued on October 9, 2018
Addendum No. 2 was issued on October 15, 2018
Addendum No. 3 was issued on October 19, 2018
Addendum No. 4 was issued on _____

i. Contract Modifications

ORIGINAL PROPOSAL:	\$ <u>386,951.50</u>
TOTAL ADDITIONS:	\$ <u>0</u>
TOTAL DEDUCTIONS:	\$ <u>0</u>
CURRENT CONTRACT AMOUNT:	\$ <u>386,951.50</u>

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.
2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.
3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided below and in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
4. The OWNER will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) days after receipt of a correct payment request. An amount equal to ten percent (10%) of the total amount due on the estimate will be deducted and retained by the OWNER until 50% of the work has been satisfactorily completed. If performance after 50% is unsatisfactory, retainage up to five percent (5%) may be reinstated. After the work is started, payment will be made on ninety percent (90%) of the value of materials on hand stored on the project site or in a bonded warehouse. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars (\$1,000.00) or less. Complete pay requests must include a notarized Sales Tax Report, a Recommendation for Payment form, and DBE Documentation for Contract Payments, if applicable.
5. Upon submission by the Contractor of evidence satisfactory to the OWNER that all payrolls, materials bills and other costs incurred by the first party in connection with the construction shall be made within 30 days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the OWNER.

6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

Remainder of this page is left blank intentionally.

SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the County, acting through its County Council has caused this contract to be executed in the name Beaufort County by its County Administrator, and approved by the County Attorney of said County, and the Corporate Seal of Beaufort County to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR:

ATTEST:

Kolcun Tree Care, LLC
(Name of Corporation)

Signature and Title Date
(Must be President or Vice President)

Signature and Title Date
(Must be Secretary or Assistant Secretary)

(CORPORATE SEAL)

OWNER:
Beaufort County

ATTEST:

By: _____
County Administrator Date

Title, Attest Date

The foregoing Contract Agreement is in correct form according to law and is hereby approved:

Attorney for Beaufort County Date

(COUNTY SEAL)

Executed in triplicate.

PERFORMANCE BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

**KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910**

As Principal, hereinafter called Contractor, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

**BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453**

Hereinafter called OWNER, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents (\$334,751.50) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement, dated _____, 2018 entered into a Contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201**

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

**KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910**

As Principal, hereinafter called Principal, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

**BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453**

As Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents (\$334,751.50) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Principal has by written agreement dated _____, 2018 entered into a contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201**

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably

required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of

mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Surety Principal

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number



County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, South Carolina 29925
Phone: (843) 255-2942 Fax: (843) 255-9424
www.hiltonheadairport.com



TO: Chairman, Beaufort County Finance Committee
FROM: Harold Wallace, Beaufort County Airports Board Chair *HBW*
SUBJ: Beaufort County Airports Board Recommendations to Finance
DATE: 28 November 2018

BACKGROUND. On November 14, 2018, the Beaufort County Airports Board reviewed the following items:

- Bid Summary and Contract Award Recommendation - Off Airport Tree Removal Mitigation & Summit Drive Mitigation - Hilton Head Island Airport

Although the board did not take official action on this item because it was not yet formally approved by the project manager, the board was fully briefed by the Airports Director and is in favor of awarding the contract as presented.

cc: John Weaver, Interim County Administrator
Colin Kinton, Director Transportation Engineering
Jon Rembold, Airports Director

ORDINANCE NO. 2018 / ____

AN ORDINANCE APPROVING AND ADOPTING THE SHELDON FIRE DISTRICT'S PLANS TO BORROW MONEY TO FUND IMPROVEMENTS TO THE SHELDON FIRE STATION 40

WHEREAS, Beaufort County Code of Ordinances Sec. 42-81.2.(a)(6) provides that the Sheldon Fire District Board may approve and adopt borrowing plans subject to County Council approval; and

WHEREAS, the Sheldon Fire District placed requests for bids and complied with other procurement requirements for the desired improvements to Fire Station 40; and

WHEREAS, the Sheldon Fire District Board did consider and unanimously voted to approve the attached proposed borrowing plan and proposed improvements to Station 40 at the September 27, 2018 meeting; and

WHEREAS, Beaufort County finds that it is in the best interest of its citizens, resident and visitors to approve the proposed borrowing plan.

NOW, THEREFORE, BE IT ORDAINED that County Council, at a duly assembled meeting, hereby approved and adopts the borrowing plan, attached hereto, as unanimously approved by the Sheldon Fire District Board at their September 27, 2018 meeting, which substantially provides that:

1. The Sheldon Fire District may borrow \$948,510.98 for a term of fifteen (15) years at an interest rate of 3.90%
2. Annual payments to be made from anticipated tax revenues in the annual amount of approximately \$84,714.68 for fifteen (15) years.

DONE this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

ATTEST:

Connie L. Schroyer, Clerk to Council

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

DRAFT



Branch Banking & Trust Company

Governmental Finance

1201 Main Street 7th 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

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:

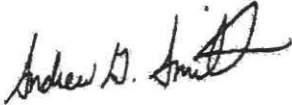
BB&T proposes to use its standard form financing contracts and related documents for this installment financing. The documents will include a Base Lease and Project Lease Agreement to be drafted by BB&T's counsel. Our bank counsel fee for generating documents will not exceed \$3,500. This financing shall 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	

Sheldon Fire District

Date	Payment	Interest	Principal	Balance
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

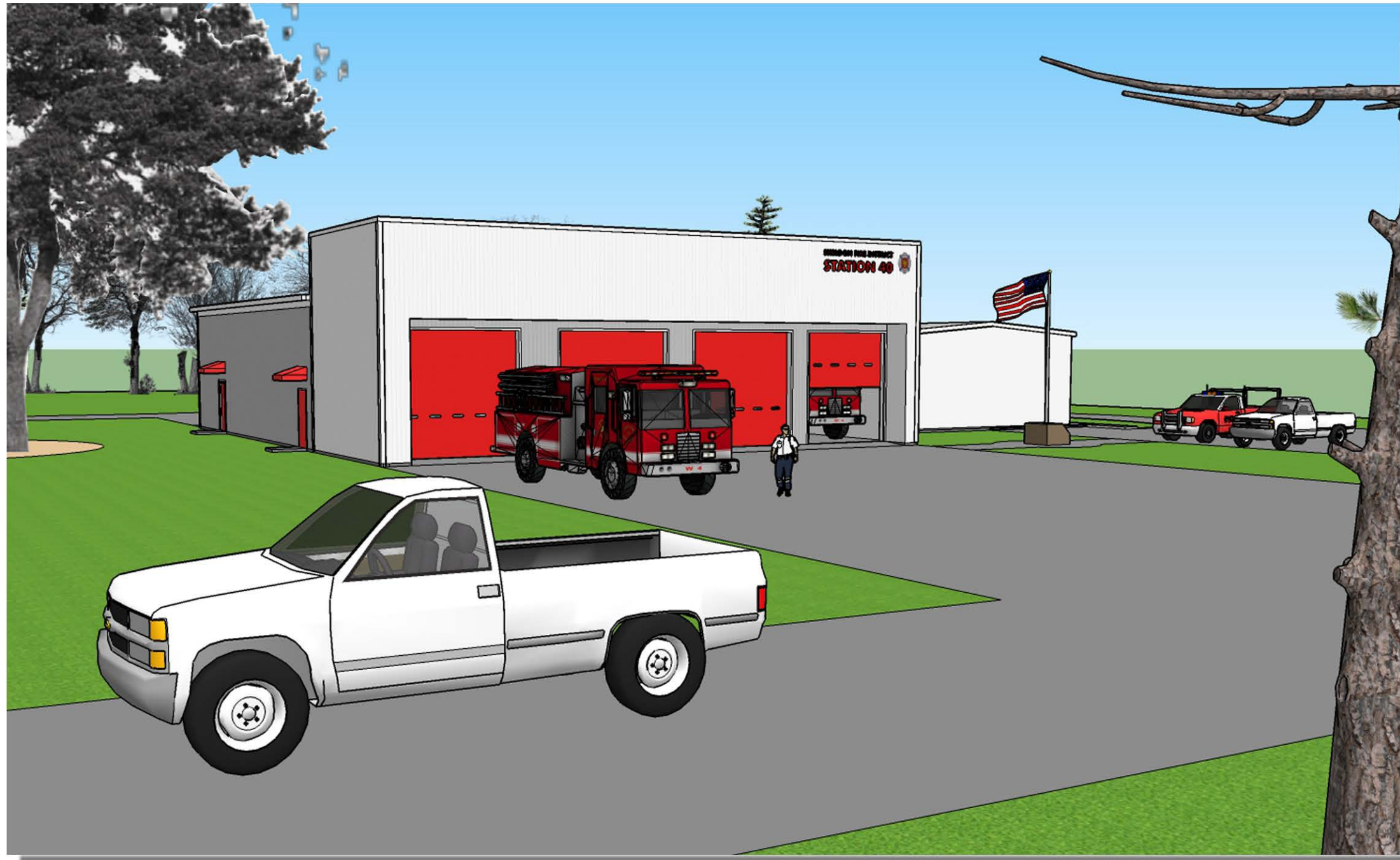
29 TWENTY-FOURTH AVENUE ISLE OF PALMS, SC 29451

**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

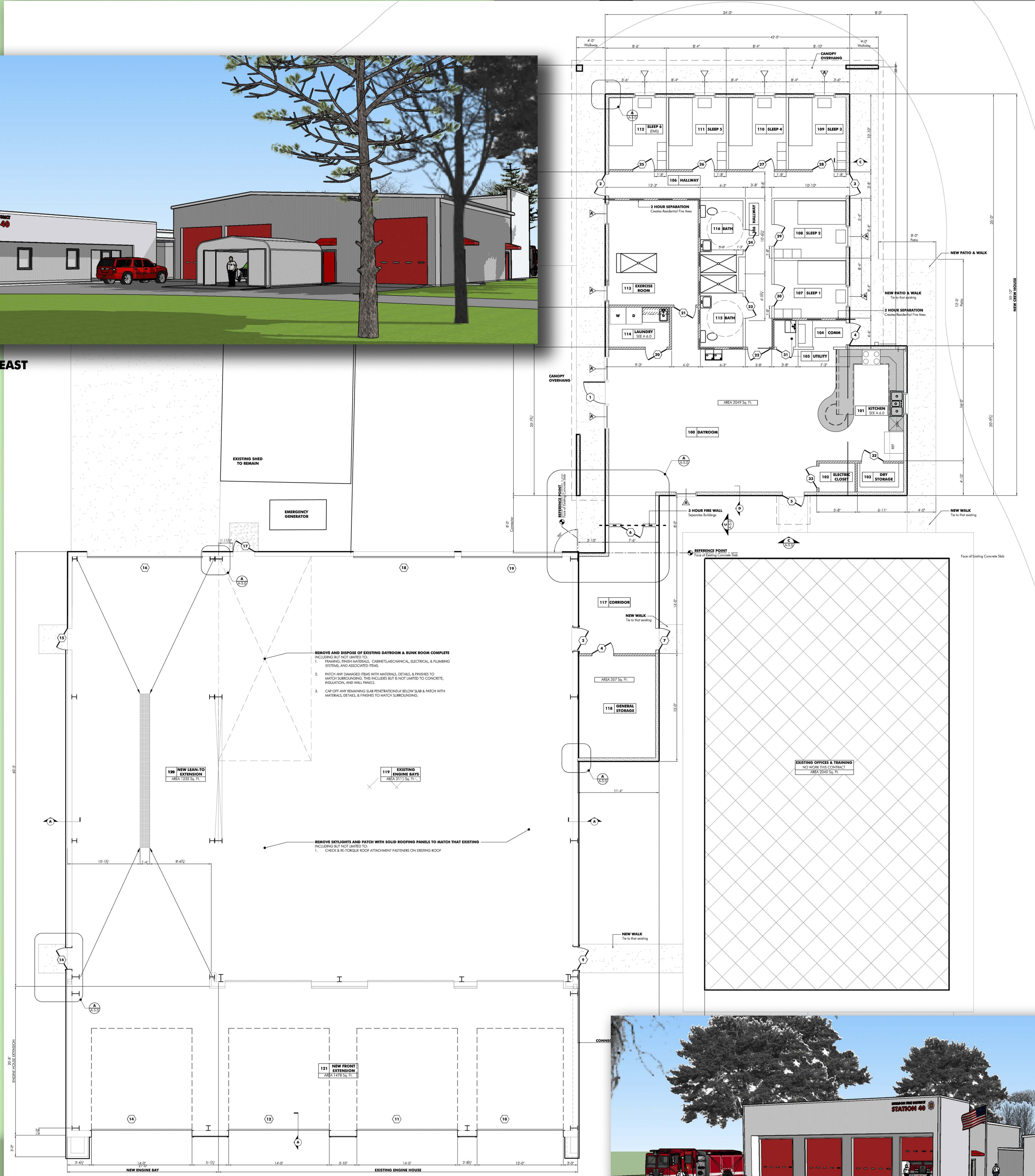
10.05.17



FRONT LOOKING NORTHEAST



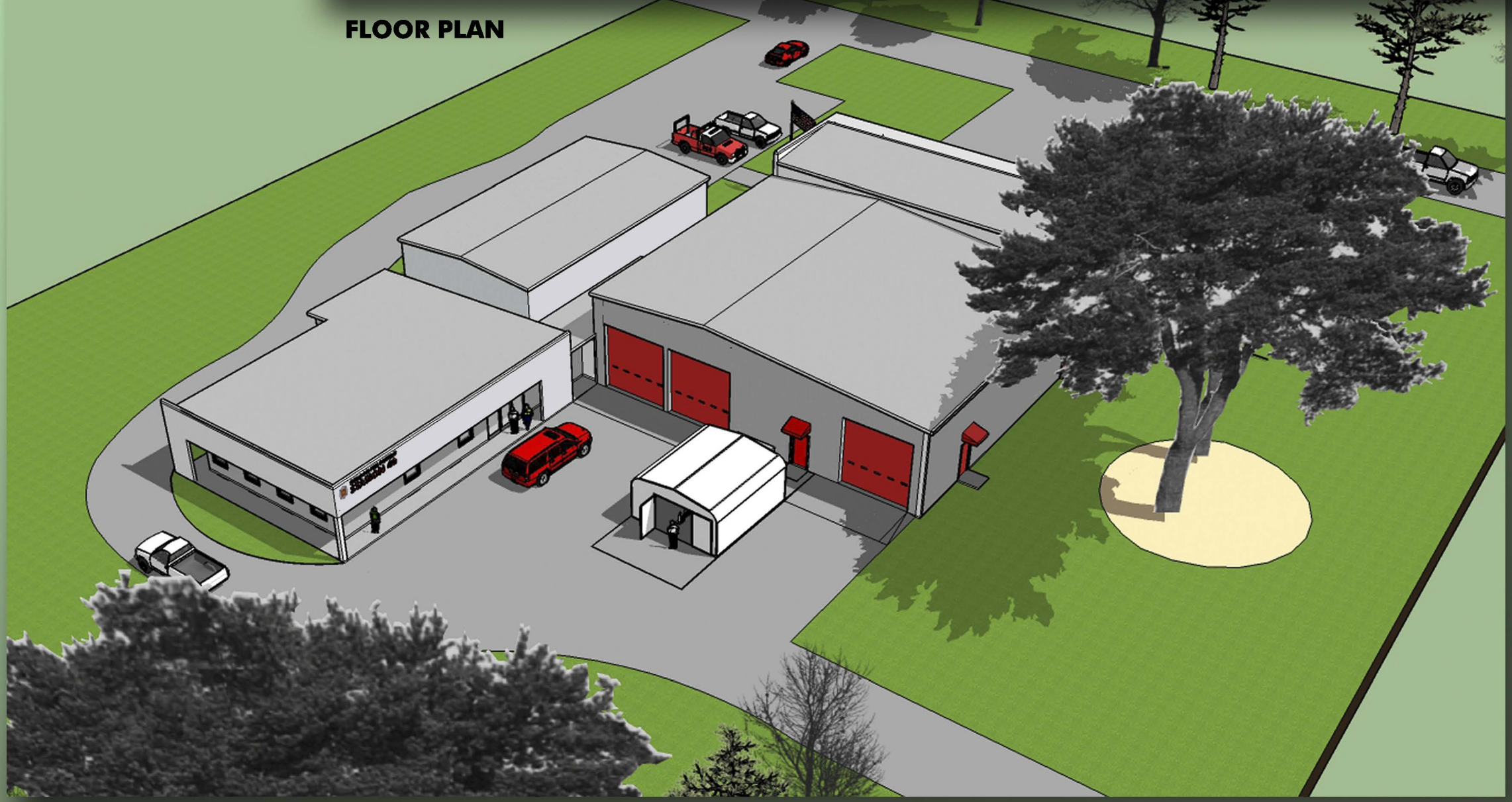
REAR LOOKING SOUTHEAST



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

Sheldon Fire District

DEBT SERVICE REQUIREMENTS				TOTAL DEBT SERVICE	MILLAGE RATE	AD VALOREM TAX	Estimated	Calculated
EXISTING LOAN #1	EXISTING LOAN #2	PROPOSED LOAN #3	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:

BASE BID AMOUNT: \$ 1,056,707.00

ALTERNATES: #1 **ACCEPTED** **\$** _____

#2 **ACCEPTED** **\$** _____

#3 **ACCEPTED** **\$** _____

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.

Sec. 42-81.2. - Powers, duties and responsibilities.

- (a) *Sheldon Fire District Board*. The board shall have the following powers, duties and responsibilities:
- (1) To approve and adopt an annual budget subject to the approval by the county council.
 - (2) To implement the annual budget for the operation of the District and approve the expenditure of all funds.
 - (3) To provide managerial controls to ensure the effective oversight of the Sheldon Fire District's annual budget.
 - (4) To approve and adopt plans for the purchase of such firefighting, medical and rescue equipment as the board deems necessary for the purpose of controlling fires and effecting medical and rescue response within the money allocated or made available to the district for such purpose.
 - (5) To approve and adopt plans for the selection, procurement of land and construction of buildings, fire and EMS stations within the area where firefighting apparatus, medical and rescue equipment shall be kept and maintained subject to the approval by the county council.
 - (6) Subject to the approval by the county council to approve and adopt plans for borrowing money on such terms and for such a period as the Sheldon Fire District board may deem most beneficial for the fire district in anticipation of taxes. The indebtedness shall be evidenced by a note issued by Beaufort County Council and the county treasurer.
 - (7) The fire district board shall be responsible for developing a list of qualified candidates for the position of fire chief which shall be presented to the county administrator who shall have the authority, after consultation with the fire district board, to hire the fire chief.
 - (8) The fire district board in consultation with the county administrator shall be responsible for developing performance standards to effectively evaluate the fire chief. The fire district board shall be responsible for conducting an annual performance evaluation implementing such performance standards with such evaluation being provided to the county administrator for purposes of promotion, demotion, and termination. The county administrator shall have

the authority to make decisions regarding the performance of the fire chief, after consultation with the fire district board, in regards to the promotion, demotion, or termination of the fire chief.

- (9) To manage fire and rescue resources and services for the Beaufort County citizenry residing within the Sheldon Fire District.
- (10) To approve and adopt policies to ensure that firefighting, rescue and medical equipment is properly utilized to the best advantage of the fire district.
- (11) To adopt and approve a "hiring and retention" policy that will comply with established Beaufort County Council goals and objectives and provide the district with qualified salaried personnel to effectively provide fire suppression and medical services.
- (12) Consistent with the Beaufort County Code Section 2-194, the board shall be responsible for the development of a fire district strategic plan, including goals and objectives congruent with the comprehensive plan formulated and written by the council, which shall have a scope of five years and shall contain specific, measurable and time-phased goals for the current budget year and four out-years. In addition, the board shall present the strategic plan to the council annually as scheduled by the county administrator. The time period for compliance with the ordinance in this respect is six months after formulation, finalization and approval of the county's strategic plan.
- (13) To provide a forum for public opinion concerning the Sheldon Fire District's Strategic Plan.
- (14) All board members and staff will adhere to those policies that are adopted in accordance with sections 2-191 through 2-198 of the Beaufort County Code of Ordinances when conducting administrative and managerial functions of the fire district.

(Ord. No. 2013/8, 2-11-2013)

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:

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:

ORDINANCE 2018/___

**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 \$245,585 FOR FUNDING OF THE JOINT
EMERGENCY SHELTER BETWEEN BEAUFORT COUNTY, JASPER COUNTY AND
JASPER COUNTY SCHOOL DISTRICT**

WHEREAS, the South Carolina Code of Laws, §4-9-30, provides authority for the county governments to enter into contractual intergovernmental agreements; and

WHEREAS; both Beaufort and Jasper County are located in a region of the Southeast which periodically is affected by hurricanes and other natural disasters requiring evacuation of the population for public safety concerns, and as a consequence of the hurricane season occurring during the seasons of the year when tourism visitation is highest, there is an enhanced need for an evacuation site which can accommodate these large numbers of people, some of which have medical needs or are accompanied by pets which may not be allowed at certain emergency shelters; and

WHEREAS, many areas of Beaufort County have public safety personnel who service many of the communities of Hilton Head and Bluffton that include private constables or security guards who must be readily available to reenter the evacuated areas prior to the general public being allowed back in those areas, necessitating an emergency shelter for these personnel relatively close to the areas evacuated; and

WHEREAS, Jasper County has applied for and been awarded a grant (No. 4166-070) from the South Carolina Emergency Management Division for the provision of a “universal shelter” using federal funds (based upon a 75% federal to 25% local match) which would be able to accommodate evacuees from multiple counties in the Lowcountry, providing a safe environment for evacuees, medical need evacuees, a place for public safety and first responder personnel to shelter prior to the evacuated areas becoming available for return, and accommodations for animal sheltering (“Joint Use Shelter Project” or “Project”), and

WHEREAS, a copy of the application and award has been made available to Beaufort County and the Jasper County School District;

WHEREAS, Beaufort County, the adjacent coastal county to Jasper County, would likely be evacuated to higher and safer ground West of I-95 prior to or simultaneous with an evacuation of Jasper County, requiring Beaufort County’s evacuees and public safety and first responder

personnel would be in need of a shelter in close proximity to Beaufort County in order to find safe haven prior to their return,; and

WHEREAS, based upon the relative populations of the Counties, and past experiences, it is anticipated that approximately two-thirds of the evacuees will originate in Beaufort County; and

WHEREAS, the school district has an appropriate site at its Ridgeland campus, located at 250 Jaguar Trail, Ridgeland, South Carolina, which would be suitable for certain improvements to be made which would provide a safe evacuation shelter for approximately 5000 individuals; and

WHEREAS, the total amount needed for the Project totals \$1,637,232.00, with funding to consist of \$1,227,924.00 provided from federal funds, with a local match required of \$409,308.00 in (funds and in-kind); and

WHEREAS, the Project consists of two Phases, the first being engineering and design, and the second being generally described as the installation of electrical generators and hurricane shutters; and

WHEREAS, Jasper County has already placed for bid and awarded the contract for the engineering and design at a cost of \$125,000.00, comprised of a federal grant of \$93,750.00 and a local match of \$31,250.00; and

WHEREAS, there will also be on-going operational expenses for maintenance and repair on an annual basis; and

WHEREAS, as a result of negotiations and cooperation between Jasper County, Beaufort County, and the School District, an agreement has been reached by which funding required for the grant match can be provided, the improvements installed, funding for on-going operations and maintenance provided, and operational protocols and procedures created for the safe and successful provision of a joint use shelter for the citizens of the Lowcountry, and especially those of Jasper and Beaufort Counties; and

WHEREAS, this Agreement, upon its execution by the parties hereto shall be on file with the Clerks to the County Councils of Jasper and Beaufort County, and the School District Superintendent; and

WHEREAS, County Council approved a budget amendment to the County Council budget pursuant to Ordinance 2018/44 to increase its budget by \$10,000.

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 \$245,585 so that the total budget for item “(I)(I)” equals \$886,982.00.

DONE this ___ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
County Attorney

ATTEST:

Connie Schroyer, Clerk to Council

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

ORDINANCE 2018 _____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS NECESSARY TO LEASE A PORTION OF THE CHARLES LIND BROWN CENTER

WHEREAS, Beaufort County is the owner of Parcel Number R120 003 000 0040 with a street address of 1001 Hamar Street and generally known in the community as both the Charles Lind Brown Center and the Greene Street Gym (“Center”); and

WHEREAS, Beaufort County’s Parks and Recreation Department frequently uses the Center but, at times, does not use the entire Center; and

WHEREAS, the UNITED Community Task Force (“UCTF”) offers community programming (specifically Youth Athletic Skills Building Program, mentorship programs, and other youth-oriented programs) for the community at large; and

WHEREAS, UCTF would like to use certain portions of the Center for community programming and, after working with Parks and Recreation, the two parties have identified portions of the Center which are suited to UCTF’s needs; and

WHEREAS, the Interim County Administrator has negotiated a lease with UCTF for the use of the agreed upon portions of the Center; and

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

WHEREAS, County Council finds it is in the best interests of the community and Beaufort County to lease portions of the Center to UCTF.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a portion of the Charles Lind Brown Center to the UNITED Community Task Force.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, Esquire
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

ORDINANCE 2018 /

**TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES,
CHAPTER 78: FLOODS**

WHEREAS, added text is underscored and deleted text is ~~struck through~~.

Adopted this _____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
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:

Chapter 78 - FLOODS⁽¹⁾

Footnotes:

--- (1) ---

Cross reference— Environment, ch. 38; health and sanitation, ch. 46; buildings and building regulations, ch. 74; manufactured homes and trailers, ch. 86; planning, ch. 94; waterways, ch. 102; zoning and development standards, ch. 106; natural resource protection standards for flood hazard area, § 106-1848; subdivision and land development standards, § 106-2766 et seq.; flood control design criteria, § 106-2859.

ARTICLE I. - IN GENERAL

Secs. 78-1—78-25. - Reserved.

ARTICLE II. - FLOOD DAMAGE PREVENTION

DIVISION 1. - GENERALLY

Sec. 78-26. - Authority.

This article is adopted pursuant to the authority conferred by S.C. Code 1976, § 4-9-30(5) delegating the responsibility of local governments to adopt regulations designed to promote the public health, safety and general welfare.

Findings of Fact - The Special Flood Hazard Areas of Beaufort County are subject to periodic inundation, which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Code 1982, § 5-110)

Sec. 78-27. - Purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to accomplish the following:

- (1) Restrict and prohibit uses which are dangerous to health, safety, and property due to water or erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities serving such uses, be protected against flood damage at the time of initial construction;
- (3) Control filling, grading, dredging, and other development which may increase erosion or flood damage; and
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Code 1982, § 5-111)

Sec. 78-28. - Objectives.

The objectives of this article shall include but not be limited to, the following:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control project;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential homebuyers are notified that property is in a flood area.

(Code 1982, § 5-112)

Sec. 78-29. - Definitions.

Unless specifically defined in this section, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a structure, which is, located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction, ~~unless the addition, renovation or reconstruction to any building that was constructed prior to the initial flood insurance study for that area, and the addition, renovation or reconstruction does not equal 50 percent of the present market value of the structure- regardless as to whether the addition is a substantial improvement or not.~~ Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition shall be considered a separate building and must comply with the standards for new construction.

Agricultural structure means a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from this article.

Appeal means a request for a review of the building official's interpretation of any section of this article or a request for variance.

Area of shallow flooding means a designated AO or VO zone on the community's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate and where velocity flow may be evident.

Area of special flood hazard means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year.

Base flood means the flood having a one-percent chance of being equalized or exceeded in any given year.

Basement means that portion of a building having its floor subgrade (below ground level) on all sides.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along open coast and any other area subject to high velocity wave action caused by but not limited to hurricane wave wash or tsunamis; the area designated as V, VE and V1-30.

Critical development means development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants and gas/oil/propane storage facilities.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be comprised.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or permanent storage of materials or equipment.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundations, perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

E.O. 11988 means Executive Order 11988 which is a directive, issued by President Carter in 1977, that requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas unless there is no practical alternative.

Existing construction means, for the purposes of determining rates, a structure for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975 for FIRM's effective before that date. The term "existing construction" may also be referred to as "existing structure."

Existing manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale for which the construction of facilities for servicing the lot on which the manufactured home is to be affixed, including at a minimum the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets, is completed before the effective date of the ordinance from which this article derives. Reference Ordinance 77-17 adopted September 30, 1977.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets. Any expansion is considered new construction.

Flood or flooding means a general temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation of runoff of surface water from any source.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

Flood insurance rate map (FIRM) means an official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary-floodway map and the water surface elevation of the base flood.

Flood-resistant material means any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material which is water soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings which restrict evaporation from below and materials which are impervious, but dimensionally unstable, are not acceptable. Materials which absorb or retain water after submergence are not flood resistant. Please refer to Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FLA-TB-2, dated April 1993, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Some structures or districts listed on the state or local inventories may not be historic as cited in subsections (3) and (4) of this definition but have been included on the inventories because it was believed that the structures or districts have the potential of meeting the historic structure criteria of the Department of the Interior. In order for these structures to meet National Flood Insurance Program historic structure criteria, it must be demonstrated and evidenced that the state department of archives and history has individually determined that the structure or district meets historic structure criteria of the Department of the Interior.

Increased Cost of Compliance applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Levee system means a good protection system which consists of a levee and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limited Storage means an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of section 78-66(1) and (2) of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of section 78-70 of this ordinance.

Lowest adjacent grade means the elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

Lowest floor means the top surface of an enclosed area in a building, including basement; i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor or a garage used solely for parking vehicles, building access or storage.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

National Geodetic Vertical Datum (NGVD) means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

North American Vertical Datum (NAVD) of 1988 means vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance from which this article derives.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, is completed on or after the effective date of the ordinance from which this article derives. Reference Ordinance No. 77-17 dated September 30, 1977.

Recreational vehicle means a vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light-duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Remedy a violation means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protection of the structure or other affected development from flood damages, implementing the enforcement provisions of this article or other otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Repetitive loss means any building covered by a contract for flood insurance that has incurred flood-related damages on two occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, and the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Start of construction, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (PL 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Section 1316 means section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations or ordinances that are intended to discourage or otherwise restrict land development or occupancy in floodprone areas.

Stable natural vegetation means the first place on the oceanfront where plants such as sea oats hold sand in place.

Structure means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructures.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (i) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions (does not include Americans with Disabilities Act compliance standards); or (ii) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of ten years.

Substantially improved existing manufactured home parks or subdivisions means that the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

V zone. See *Coastal high hazard area.*

Variance means a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in CFR section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum of 1929 or other datum where specified, of floods of various magnitudes and frequencies in the floodplains of coastal or river areas.

(Code 1982, § 5-113)

Cross reference— Definitions generally, § 1-2.

Sec. 78-30. - Lands to which article applies.

This article shall apply to all unincorporated areas of special flood hazard within the jurisdiction of the county.

(Code 1982, § 5-114(a))

Sec. 78-31. - Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency through a scientific and engineering report entitled "The Flood Insurance Study For The County of Beaufort," dated September 30, 1977, Federal Register Vol. 41, No. 207, pages 46962 through 46992, dated Tuesday, October 26, 1976, and subsequent supplement titled "Wave Height Analysis," dated June 4, 1984, with accompanying flood insurance rate maps and flood boundary maps, dated September 30, 1977, and subsequent maps adding wave height dated December 4, 1984 and September 29, 1986, November 4, 1992 and adopt current FIS and map of January 17, 1991.

(Code 1982, § 5-114(b); [Ord. No. 2009/2, 1-12-2009](#))

Sec. 78-32. - Establishment of development permit.

A development permit or building permit shall be required in conformance with this article prior to the commencement of any development activities.

(Code 1982, § 5-114(c))

Sec. 78-33. - Compliance.

No structure or land shall be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

(Code 1982, § 5-114(d))

Sec. 78-34. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Code 1982, § 5-114(e))

Sec. 78-35. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the county council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1982, § 5-114(f))

Sec. 78-36. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

(Code 1982, § 5-114(g))

Sec. 78-37. - Penalties for violation.

Violation of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$200.00 or imprisoned for not more than 30 days and, in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing contained in this section shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

(Code 1982, § 5-114(h))

Sec. 78-38. - Administration.

- (a) *Designation of administrator.* ~~The building official is appointed to administer and implement this article. The County Administrator or his/her designee is appointed to administer and implement this article.~~
- (b) *Permit procedures.* Application for a development permit or building permit shall be made to the county on forms furnished by the county prior to any development activities, and may include but not be limited to the following plans, in duplicate, drawn to scale showing the nature, location, dimensions, and elevations of the area in question: existing or proposed structures, fill, storage of materials, drainage facilities, and the location of such. Specifically, the following information is required:

- (1) Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure will be floodproofed;
 - (3) Provide a certificate from a registered professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in subsection 78-67;
 - (4) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development;
 - (5) Provide a floor elevation or floodproofing certification after the lowest floor is completed or, when the structure is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. It shall be the duty of the permit holder to submit to the floodplain manager a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level, before vertical framing or in the case of slab construction before pouring the slab. The certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the surveyor or engineer. When floodproofing is utilized for a particular building, the certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by the engineer or architect. Any work done prior to submission of the certification shall be at the permit holder's risk. The floodplain manager shall review the flood elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make the corrections required shall be cause to issue a stop work order for the project; and
 - (6) As-built certification. Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of subsection (b)(3) and (b)(5) of this section that the development is built in accordance with the submitted plans and previous pre-development certifications.
- (c) *Administrative procedures.* Administrative procedures shall be as follows:
- (1) *Inspections of work in progress.* As the work pursuant to a permit progresses, the local administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to this article and the terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
 - (2) *Stop work orders.* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the administrator may order the work to be immediately stopped. The stop work order shall be in writing and directed to the person doing the work. The stop work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop work order constitutes a misdemeanor.
 - (3) *Revocation of permits.* The local administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.
 - (4) *Periodic inspections.* The local administrator and each member of his inspections department shall have a right, upon presentation of proper credentials, to enter on any premises with the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (5) *Violations to be corrected.* When the local administrator finds violations of applicable state and local laws, it shall be his duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.
- (6) *Actions for failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
 - a. The building or property is in violation of this article;
 - b. A hearing will be held before the local administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - c. Following the hearing, the local administrator may issue such order to alter, vacate, or demolish the building or to remove fill as appears appropriate.
- (7) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed in subsection (c)(6) of this section, the administrator shall find that the building or development is in violation of this article, he shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, that the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
- (8) *Appeal.* Any owner who has received an order to take corrective action may appeal from the order to the county council by giving notice of appeal in writing to the administrator and the clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The county council shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken or fails to comply with an order of the county council following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.
- (10) *Denial of flood insurance under the NFIP. If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance, then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood Insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.*
- (11) *The following documents are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance:*
 - a) *FEMA 55 Coastal Construction Manual*
 - b) *All FEMA Technical Bulletins*
 - c) *All FEMA Floodplain Management Bulletins*
- (d) ~~*Duties and responsibilities of the building official. Duties of the building official shall include but not limited to:*~~ *of the administrator. Duties of the administrator shall include but not be limited to:*
 - (1) Review all building permits to ensure that the permit requirements of this article have been satisfied;
 - (2) Advise the permittee that additional federal or state permits may be required and, if specific federal or state permits are known, require that copies of such permits be provided and maintained on file with the building permit;

- (3) Notify adjacent communities and the [South Carolina Department of Natural Resources, Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program](#), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;
- (4) Ensure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished;
- (5) Obtain from a registered professional land surveyor, architect or engineer the actual elevation, in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved structures, in accordance with subsection (b)(5) of this section;
- (6) Obtain from a registered professional land surveyor, architect or engineer the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been floodproofed, in accordance with subsection (b)(5) of this section;
- (7) In coastal high hazard areas obtain certification from a registered professional engineer or architect that the structure is securely anchored by adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash;
- (8) In coastal high hazard areas, review plans for adequacy of breakaway screening or lattice in accordance with sections 78-66 and 78-67;
- (9) When floodproofing is utilized for a particular structure, obtain certification from a registered professional engineer or architect;
- (10) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided;
- (11) [Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations \(as found on an elevation profile, floodway data table, etc.\) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in section 78-67 \(a\)\(6\)](#)
- (12) [Special Flood Hazard Area/ topographic boundaries conflict- When the exact location of boundaries of the areas special flood hazards conflicts with the current, natural topography information at the site, the site information takes precedence when the lowest adjacent grade is at or above the BFE. The property owner may apply and be approved for a Letter of Map Amendment \(LOMA\) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA;](#)
- (13) Maintain all records pertaining to this article in the office of the building official, and the records shall be open for public inspection;
- (14) Submit a report to the administrator of the Federal Insurance Administration concerning the community participation in the program;
- (15) Use of best available data. When base flood elevation data or floodway data has been provided in accordance with section 78-31, obtain, review and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source;
- (16) [Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of section 78-67 \(a\)\(5\) are met;](#)
- (17) [Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards;](#)
- (18) [Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards;](#)

- (19) Make on-site inspections of projects in accordance with the administrative procedures outlined in section 78-38 (c)(1);
- (20) Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in section 78-38 (c)(2-9);
- (21) Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations or detachments that include special flood hazard areas;
- (22) Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RDSE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred and
- (23) Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

The market values shall be determined by one of the following methods:

- a) The current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past 6 months.
 - b) One or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less the cost of site improvements and depreciation for functionality and obsolescence.
 - c) Real Estate purchase contract within 6 months prior to the date of the application for a permit.
- (e) Adoption of Letter of Map Revisions (LOMR). All LOMRs that are issued in the areas identified in section 78-30 of this ordinance are hereby adopted.

(Code 1982, § 5-115; [Ord. No. 2009/2, 1-12-2009](#))

Cross reference— Administration, ch. 2.

Sec. 78-39. - Variance procedures.

- (a) The county construction board of adjustments and appeals, as established by the county council, shall hear and decide appeals and requests for variances from the requirements of this article.
- (b) The construction board of adjustments and appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination of this article.
- (c) In passing upon such application, the construction board of adjustments and appeals shall consider all technical evaluations, all relevant factors, and all standards specified in other sections of this article.
- (d) Conditions for granting variances shall be as follows:

- (1) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; variances shall be only for land areas not exceeding one-half acre in size;
 - (2) Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety and extraordinary public expense, create nuisance, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;
 - (3) Such variance shall be freely transferable with the land and shall not be personal to the applicant;
 - (4) Unless otherwise provided therein, a variance shall be valid for a period of one year after the date of its issuance. If construction has not commenced pursuant thereto within such time, the variance shall become void. Lapse of a variance by the passage of time shall not preclude subsequent application for variance; and
 - (5) A copy of the variance granted shall be affixed to the deed of the property in question and recorded with the register of deeds.
- (e) Upon consideration of the factors listed in subsection (d) of this section, the board may grant a variance but only per the following; the procedures described shall be the exclusive method for obtaining variances under this article:
- (1) Structures for which the start of construction commenced on or before September 30, 1977, and for those structures built between September 30, 1977 and December 4, 1984. No variance for an existing structure will be granted when such improvement would exceed 100 percent of the market value of the structure.
 - (2) For start of construction commencing on or after September 30, 1977, no variance will be granted for a structure which has been built in compliance with this article and subsequently is made to be in noncompliance with or without the knowledge of the owner. The owner shall be subject to the penalty described in section 78-37.
 - (3) Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (4) Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, Wet Flood Proofing Requirements for Structures Located in Special Flood Hazard Areas, in accordance with the National Flood Insurance Program, document number FIA-TB-7, dated December 93, and available from the Federal Emergency Management Agency. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of this section, and the standards in division 2 of this article.
- (f) Any person aggrieved by the decision of the construction board of adjustments and appeals may appeal such decision to the county council and thereafter to the applicable court as so desired.

(Code 1982, § 5-116)

Secs. 78-40—78-65. - Reserved.

DIVISION 2. - FLOOD HAZARD REDUCTION

Sec. 78-66. - General standards.

: *In all areas of special flood hazard*, the following are required:

- (1) All permit applications shall be reviewed to determine whether proposed building sites will be reasonably safe from flooding.
- (2) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (3) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) All new replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
- (6) New and replacement sanitary sewer systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Electrical, ventilation, plumbing, heating and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. This requirement does not preclude outdoor faucets for shower heads, sinks, hoses, etc., as long as cutoff devices and backflow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. No electrical distribution panel shall be allowed at an elevation lower than the base flood elevation.
- (9) Any alteration, repair, reconstruction, or improvement to a structure which is in compliance with this article shall meet the requirements of new construction as contained in this article.
- (10) Critical Development shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data.
- (11) Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

(b) Streams with established base flood elevations but without floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS no encroachments, including fill, new construction, substantial improvements or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(Code 1982, § 5-117(a))

Sec. 78-67. - Specific standards.

(a) *Requirements.* In all areas of special flood hazard where base flood elevation data has been provided, as set forth in section 78-31, the following are required:

- (1) *Residential construction.* New construction or substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor elevated no lower than the required base flood elevation (BFE). No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings shall be installed per section 78-69.
- (2) *Americans with Disabilities Act (ADA).* A building must meet the specific standards for floodplain construction outlined in this section as well as applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.
- (3) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated no lower than the level of the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that all areas of the structure below the required elevation shall be watertight and with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in subsection 78-38(b)(3).

(4) *Accessory structures.*

- a. *A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirement as outlined in FEMA's Technical Bulletin 7-93 Wet Floodproofing Requirements or be elevated in accordance with section 78-67 (a)(1) and section 78-69 or dry floodproofed in accordance with section 78-67 (a)(3).*
- b. *If accessory structures of \$3,000 or less are to be placed in the floodplain, the following criteria shall be met:*
 1. *Accessory structures shall not be used for any uses other than the parking of vehicles and storage;*
 2. *Accessory structures shall be designed to have low flood damage potential;*
 3. *Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;*
 4. *Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement of the structure;*
 5. *Service facilities such as electrical and heating equipment shall be installed in accordance with section 78-66 (a)(8);*
 6. *Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with section 78-69 of this ordinance, and*
 7. *Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.*

(5) Floodways. Located within areas of special flood hazard established in section 78-30 are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:
 - 1. It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator,
 - 2. A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development,
- b. If subsection (a)(5)a of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of section 78-66 and 78-67
- c. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of section 78-98 and the encroachment standards of subsection (a)(5)a are met, and
- d. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

(6) Map Maintenance Activities. The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in section 78-30 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

- a. Requirement to Submit New Technical Data
 - 1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months of the date such information becomes available. These development proposals include; but not limited to:
 - a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

- d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with section 78-71
 - 2. It is the responsibility of the applicant to have technical data, required in accordance with FEMA requirements, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
 - 3. The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - a) Proposed floodway encroachments that increase the base flood elevation; and
 - b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
 - 4. Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to section 78-67 (a)(6)
- b. Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(Code 1982, § 5-117(b))

Sec. 78-68. - Standards for manufactured homes and recreational vehicles.

- (a) All manufactured homes placed or substantially improved on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring.
- (b) All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
 - (1) The lowest floor of the manufactured home is elevated no lower than the required base flood elevation;
 - (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, of no less than 36 inches in height above grade;
 - (3) The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement; and
 - (4) In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, any manufactured home placed or substantially improved must meet the standards of subsections (a) and (b)(3) of this section.
- (c) A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles placed on any sites shall either be on site for fewer than 180

consecutive days and be fully licensed and ready for highway use or meet the requirements of subsections (a) and (b) of this section.

- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

(Code 1982, § 5-118; [Ord. No. 2009/2, 1-12-2009](#))

Cross reference— Manufactured homes and trailers, ch. 86.

Sec. 78-69. - Enclosed area below base flood elevation in zones A1-30.

- (a) New construction or substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to preclude finished living space and shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All materials used below the base flood elevation must be flood resistant. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
- (1) Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (2) The bottom of all openings shall be no higher than one foot above grade;
 - (3) Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area;
 - (4) Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - (5) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
- (b) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose storage areas.
- (d) No environmentally conditioned space is allowed below the required base flood elevation.
- (e) Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five feet per second), foundation systems other than solid foundation walls should be considered so that obstructions to damaging flood flows are minimized.

(Code 1982, § 5-119)

Sec. 78-70. - Coastal high hazard areas (V zones).

Located within the areas of special flood hazard established in section 78-31 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash; therefore, the following shall apply:

- (1) All ~~buildings or structures~~ new construction and substantial improvements shall be located landward of the reach of the mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements;
- (2) All ~~buildings or structures~~ new construction and substantial improvements shall be elevated so that the lowest supporting horizontal member, excluding pilings or columns, is located no lower than the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open latticework or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away if abnormal wave action occurs and in accordance with subsection (11) of this section;
- (3) All buildings or structures shall be securely anchored on pilings or columns; columns should be spaced so as not to impede the flood flow;
- (4) Pilings or columns used as structural support and the attached structure shall be designed and anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used are those associated with the base flood. Wind load values are those required by the Standard Building Code as adopted by the county;
- (5) Pool enclosures shall not be located below the base flood elevation in coastal high hazard areas;
- (6) Pools shall not be elevated above finished grade in coastal high hazard areas, so as to prevent increased flood flow to adjacent properties;
- (7) Compliance with subsections (3), (4) and (5) of this section shall be certified by a professional engineer or architect;
- (8) There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:
 - a. Particle composition fill material does not have a tendency for excessive natural compaction;
 - b. Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - c. Slope of fill will not cause wave run-up or ramping.
- (9) There shall be no alterations of sand dunes or mangrove stands which would increase potential flood damage;
- (10) Latticework or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:
 - a. No solid walls shall be allowed; and
 - b. Materials shall consist of wood or mesh screening only;
- (11) If aesthetic latticework or screening is utilized, such enclosed space shall not be used for human habitation;
- (12) Prior to construction, plans for any structure that will have latticework or decorative screening must be submitted to the building official for approval;
- (13) The placement of manufactured homes is prohibited, except existing manufactured homes;

- (14) Any alteration, repair, reconstruction or improvement to a new or existing structure shall not enclose the space below the lowest floor except for latticework or decorative screening, as provided for in section 78-69 and this section;
- (15) Access stairs attached to or beneath an elevated building must be constructed of flood-resistant materials and must be constructed as open staircases so they do not block flow underneath the structure in accordance with section 78-70(2).
- (16) Decks must meet the following requirements:
- a. If the deck is structurally attached to a building then the bottom of the lowest horizontal member must be at or above the elevation of the building's lowest horizontal member;
 - b. If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction; and
 - c. If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings;
- (17) Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate; and
- (18) Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus 1 foot. This requirement does not exclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow prevention devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. No utilities or components shall be attached to breakaway walls.

(Code 1982, § 5-120)

Sec. 78-71. - Standards for subdivision proposals.

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (d) Base flood elevation data shall be provided for subdivision proposals and other proposed development.
- (e) Floodplain management criteria associated with the subdivision of land into lots, building sites or building units is contained within the county development standards in chapter 106 or any future ordinance regulating such development activity.

SPECIAL FLOOD HAZARD AREAS

<i>Zone A-1 through 30</i>		<i>Yes</i>	<i>No</i>
1.	Garage, residential	X	
2.	Storage rooms, residential (not for habitation)	X	
3.	Walls for enclosing items #1 and #2	X	

4.	Electrical outlets	X (Note 1)	
5.	Electric meters	X	
6.	Automatic washer		X
7.	Dryers		X
8.	Air conditioning equipment, etc.		X
9.	Heating equipment		X
10.	A second refrigerator in storage room or garage for cold storage		X

SPECIAL FLOOD HAZARD AREAS

<i>Zone V-1 through 30</i>		<i>Yes</i>	<i>No</i>
1.	Garage, residential	(Note 2)	
2.	Storage rooms, residential	(Note 2)	X
3.	Walls below base flood elevation	(Note 2)	X
4.	Electrical outlets	(Note 1)	
5.	Electrical meters		X
6.	Automatic washer		X
7.	Dryers		X
8.	Air conditioning equipment, etc.		X
9.	Heating equipment		X
10.	Hot water tank		X

11.	A second refrigerator in storage room or garage for cold storage		X
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Notes:

- (1) Only those outlets required by code will be allowed below, but should be located at the highest elevation to minimize damage.
- (2) No solid walls allowed. Only open lattice or insect screening.

(Code 1982, § 5-121)

Sec. 78-72. - Severability

If any section, subsection or any other part of this article is held for any reason to be unconstitutional or otherwise invalid, such holding will not affect the validity of the remaining portions of this article.

2018 /

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
ARTICLE 4, SECTION 4.1.190 RECREATION FACILITIES: CAMPGROUNDS (TO
PROVIDE DISTINCTIONS BETWEEN PRIMITIVE, SEMI-DEVELOPED, AND
DEVELOPED CAMPGROUNDS**

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



MEMORANDUM

TO: Beaufort County Planning Commission

FROM: Eric Greenway, Community Development Director

DATE: October 26, 2018

SUBJECT: 48 Month Review of the Community Development Code.

When County Council adopted the Community Development Code (CDC) on December 8, 2014, the motion included a 6 month and 1 year evaluation of the code as a condition of approval. These two reviews took place in 2015 and 2016. Community Development Staff sees the merit of continuing to periodically evaluate and bring forward amendments to the CDC. Staff has learned of both minor and major corrections that should be made to the ordinance based on application and enforcement of the Code. The following amendments are being proposed by staff:

- **Campground Standards:** Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds. Planning Commission Action:
- **Vehicle Sales and Rental: Light:** Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add vehicle sales and rental: light as a conditional use in T4 Hamlet Center (T4HC)
- **Small Tidal Creeks:** Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks
- **Commercial Subdivisions:** Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses
- **Non-Conforming Structures:** Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards

Campground Standards

Section 4.1.190: Campground Standards: With an increasing trend in RV resort campgrounds, staff reviewed our existing campground regulations in relation to other areas across the country. While these large resort type campgrounds may be desirable in more commercial districts, it is the goal of the proposed amendment to limit the types and sizes of campgrounds located in the Natural Preserve District and the Rural District. The proposed amendment creates three distinct types of campgrounds as follows: Primitive, Semi-Developed and Developed. The amendment also requires parameters such as length of stay, buffers, and accessory structures.

Planning Commission Action – Kevin Hennelly made a Motion recommending the proposed amendments and Ed Pappas seconded the Motion. Motion carried with Randolph Stewart voting no.

4.1.190 Recreation Facility: Campgrounds

Campgrounds shall be defined as the following:

Primitive Campground -A campground accessible by walk-in, equestrian, motorized trail vehicles or vehicular traffic where basic facilities may be provided for the comfort and convenience of the campers. Primitive Campgrounds shall comply with the following:

A. Length of Stay. All campers are limited to a 14-day length of stay.

B. Zones - Primitive Campgrounds are allowed in the T1 Natural Preserve zone and all T2 Rural zones.

C. Buffers. Any tent sites shall be located no less than 30 feet from any property line.

D. No RV's motorized camping trailers, or camping trailers over 20 feet in length shall be allowed.

E. Tree Requirement. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite

F. Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.

Semi- Developed Campground - A campground, with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Semi-Developed Campgrounds shall comply with the following:

A. Length of Stay. All camping units are limited to a 30-day length of stay.

B. Zones. Semi-Developed Campgrounds can be located within T2 Rural.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. This does not include tent only sites. A maximum number of 200 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV Pads, to the maximum extent practicable. If there are no trees between campsites, tent sites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and amenities shall be for the purpose of the camper enjoyment including sports facilities, equipment for amusement, playground facilities, swimming pools and a camp store/office. These amenities shall not be for general public use and shall not exceed 3,000 square feet.

Developed Campground - A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:

A. Length of Stay. All Camping units are limited to a 30-day length of stay.

B. Zones. Developed Campgrounds can be located within T2 (only Rural Center Zone), C4 Community Center Mixed Use and C5 Regional Center Mixed Use.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and rural recreation businesses such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. Such businesses are intended to be of smaller size, intensity and scale than commercial uses, which would be more commonly found in commercial zoning districts. The amenities shall not be for public use.

comply with the following:

~~A. Buffers. This use shall be screened with a 100 ft. wide, opaque, visual buffer next to all property lines.~~

~~B. Minimum RV Pad Size. RV pads that shall be a minimum of 1,600 square feet.~~

~~C. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practicable. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite or RV pad.~~

~~D. Accessory Uses. A camp store and entertainment area are allowed as accessory uses to a campground provided they do not exceed 3,000 square feet for every 200 camping spaces or RV pads, and are not advertised off site.~~

~~E. Pumpout Station. A pumpout station meeting SCDHEC requirements shall be provided for camping trailers and recreational vehicles.~~

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY																		
1. Recreation Facility: Golf Course	--	P	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--
2. Recreation Facility: Campground	S	C	--	--	--	<u>C</u>	--	--	--	--	--	--	--	--	--	<u>C</u>	<u>C</u>	--
3. Ecotourism	S	C	--	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--

4. School: Public or Private	--	--	--	--	--	S	--	--	--	S	P	P	P	P	P	P	--	--
"P" indicates a Use that is Permitted By Right.																		
"C" indicates a Use that is Permitted with Conditions.																		
"S" indicates a Use that is Permitted as a Special Use.																		
"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3																		
"--" indicates a Use that is not permitted.																		

Vehicle Sales and Rental: Light

Section 3.1.60 Consolidated Use Table. The purpose of this amendment is to allow Vehicle Sales and Rental: Light as a conditional use in the T4 Hamlet Center District. The use is currently allowed as a conditional use in the T4 Hamlet Center Open District.

Planning Commission Action – Kevin Hennelly made a Motion to recommend denial of the change and Randolph Stewart seconded the Motion. Motion carried unanimously.

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)																		
Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RETAIL & RESTAURANTS (continued)																		
5. General Retail greater than 50,000 SF	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--
6. General Retail with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C
7. Adult Oriented Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C
8. Bar, Tavern, Nightclub	--	--	--	--	--	P	--	--	--	--	--	--	P	P	--	P	P	--
9. Gas Station/Fuel Sales	--	S	--	--	--	C	--	--	--	--	C	C	C	C	C	C	C	C
10. Open Air Retail	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	P	--
11. Restaurant, Café, Coffee Shop	--	--	--	--	P	P	--	--	--	--	P	P	P	P	TCP	P	P	C
12. Restaurant, Café, Coffee Shop with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	C	C	C
13. Vehicle Sales & Rental: Light	--	--	--	--	--	C	--	--	--	--	-- C	--	C	--	--	C	C	--
14. Vehicle Sales & Rental: Heavy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P

Docks on Small Tidal Creeks

Section 4.2.190 Water/Marine-Oriented Facilities. The purpose of this amendment is to provide a definition of “small tidal creeks.” The Community Development Code regulates docks on small tidal creeks beyond the state requirements as enforced by the SCDHEC Office of Coastal Resource Management (OCRM). Specifically, the CDC restricts the length of docks on small tidal creeks to a maximum of 300 feet. Newly subdivided lots must have a minimum lot width of 250 feet to have a dock. The ordinance also encourages community docks by allowing them to be longer than 300 feet (up to 500 feet) if certain lot width conditions are met.

The issue that the Community Development Department has run into is that the CDC defines small tidal creeks by referring to a map in Appendix F. There have been several cases where the map did not indicate a particular creek that otherwise should have met the definition of a small tidal creek. Therefore, staff recommends that the CDC provide a clear definition of small tidal creeks, and use the

maps as a reference tools. The maps already contain a disclaimer that puts the burden on applicants to verify the information on the map using other sources recognizing that conditions change.

SCDNR defines “tidal creeks” as those tidally influenced bodies of water that are 100 meters or less in width from marsh bank to marsh bank. Anything wider is defined by the State as “open water.” Staff recommends using the State’s definition.

Planning Commission Action – Diane Chmelik made a Motion to recommend approval of the new wording and Jason Hincer seconded the Motion. Motion carried unanimously.

4.2.190 Water / Marine-Oriented Facilities

Water/Marine-oriented facilities shall comply with the following standards:

- A. **Space as Far Apart as is Reasonably Feasible.** Water-oriented facilities should be spaced as far apart as is reasonably feasible.
- B. **Regulation of Navigable Structures or Aids.** The regulation of navigational structures or aids falls under the jurisdiction of the State of South Carolina Ocean and Coastal Resource Management Office (OCRM), or appropriate federal regulators.
- C. **Construction May Occur Before Principal Dwelling.** Water-oriented facilities may be constructed prior to the construction of the principal dwelling.
- D. **Docks on Small Tidal Creeks.** Private docks and community docks located on are allowed in small tidal creeks shall meet the requirements of this Section. Small tidal creeks are defined as tidally influenced bodies of water that are 100 meters or less in width measured from marsh bank to marsh bank. The Beaufort County Small Tidal Creek Delineation Maps (See Appendix F) provide an inventory of small tidal creeks in Beaufort County. The Director may request a survey from a certified land surveyor to verify the width of a creek, if they comply with the following standards:

Commercial Subdivisions

6.1.30 Types of Subdivisions This amendment would allow Commercial Subdivisions to occur in any zoning district where commercial (retail, service, light industrial, etc.) uses are permitted.

The Commercial Subdivision is an option in the Community Development Code that addresses a trend among major national retailers in commercial shopping centers to want to own the land the stores reside upon and the parking areas that support the stores. Consequently, shopping center developers and their major retailers want the flexibility to use the subdivision and site plan review process to integrate the two processes together without creating conflicts between zoning standards and subdivision regulations. Often internal setback and buffer yard requirements would cancel out the unified site plan concept inherent in a commercial subdivision within a shopping center. The Commercial Subdivision provision is designed to remedy that problem.

The commercial subdivision was originally adopted as part of the Zoning and Development Standards Ordinance (ZDSO) in 2013. At that time, it was limited to the commercial regional, commercial suburban, and industrial zoning districts. When the CDC was adopted, this provision was included and limited to the analogous districts - C5 Regional Center Mixed-Use, C4 Community Center Mixed Use and S1 Industrial. However, the CDC has several transect zones that allow commercial uses such as T2 Rural Center, and the T4 districts. Staff believes that the exclusion of these transect zones was an oversight when the CDC was adopted. It is possible for developers to utilize the commercial subdivision and still

create a traditional development with a network of internal streets with on-street parking and sidewalks. Therefore, staff supports the following amendment:

Planning Commission Action – Ed Pappas made a Motion to recommend approval of the new wording and Caroline Fermin seconded the Motion. Motion carried unanimously.

6.1.30 Types of Subdivisions

There are three types of subdivisions allowed under this Development Code:

- A. **Minor Subdivision.** Minor subdivisions are land developments that consist of subdividing a tract or parcel of land into four lots or less, provided the subject land has not been previously subdivided within five years. Minor subdivisions shall comply with the procedures in Subsection 7.2.70.E, (Minor Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- B. **Major Subdivision.** Major subdivisions are land developments that consist of subdividing a tract or parcel of land into five or more lots. Major subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- C. **Commercial Subdivision.** Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any commercial, industrial, or multi-family tract or parcel of land located in C4, C5, and S1 districts. ~~These subdivisions are limited to commercial and/or industrial uses only.~~ Commercial subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code. This type of subdivision includes all of the following:
 1. Separate ownership of lots, coupled with undivided interest in common property;
 2. Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
 3. Management of common property and enforcement of restrictions by a property owners' association.

Non-Conforming Structures

8.3.40 Non-Conforming Structures: This amendment will clarify that structures damaged greater than 50% of value as a result of fire, storm, or flood is not required to meet current zoning standards when rebuilt. It is important to note that the structure would need to comply with current building codes and flood elevation standards.

Planning Commission Action – Caroline Fermin made a Motion to recommend approval of the new wording and Kevin Hennelly seconded the Motion. Motion carried unanimously

8.3.40 Reconstruction or Repair after Casualty Damage of Nonconforming Use or Structure

The reconstruction or repair of a nonconforming use or structure damaged as a result of a fire, natural disaster or other unforeseen and unpreventable accident or occurrence shall be subject to the following provisions.

- A. **Damage of 50 Percent or Less of Value.** If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before-damaged condition would be 50 percent or less of its market value before the damage, the use or structure may be reconstructed or repaired if:
1. The reconstruction or repair does not increase, expand, enlarge, or extend the degree of nonconformity beyond what is allowed in this Article; and
 2. The reconstruction begins within six months after the damage and is diligently pursued to completion.
- B. **Damage Greater than 50 Percent of Value.** Any nonconforming building or portion thereof may be replaced if razed by fire, natural causes, or other natural disasters, provided, the replacement does not increase the degree of nonconformity in any respect and a zoning compliance is issued within six months of the date of the damage. Any nonconforming building or portion thereof which is not razed by fire, natural causes, or other natural disasters will be required to conform to all applicable development standards upon reconstruction. If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before damaged condition would exceed 50 percent of its market value before the damage, the use or structure shall not be reconstructed or repaired except in conformity with the provisions of this Development Code, unless:
1. The structure is a single family residential use, in which case it may be rebuilt as long as it complies with all applicable building codes;
 2. It is rebuilt using the former building footprint and does not increase the nonconformity of the structure; and
 3. Substantial reconstruction is started within one year of the date of destruction, and completed in good faith.
- C. **Damage That Creates Unsafe Condition.** Regardless of the percent of damage to a nonconforming structure, any structure deemed unsafe by the Building Codes Official and is a threat to the life and safety of repair crews, the public, or neighbors, shall be demolished and terminated. Future structures then shall comply with the requirements of this Development Code.

2018 /

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
ARTICLE 6, SECTION 6.1.30: TYPES AND SUBDIVISIONS (TO MODIFY THE
REQUIREMENTS TO ALLOW COMMERCIAL SUBDIVISIONS IN ALL ZONING
DISTRICTS THAT ALLOW COMMERCIAL USES)**

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



MEMORANDUM

TO: Beaufort County Planning Commission

FROM: Eric Greenway, Community Development Director

DATE: October 26, 2018

SUBJECT: 48 Month Review of the Community Development Code.

When County Council adopted the Community Development Code (CDC) on December 8, 2014, the motion included a 6 month and 1 year evaluation of the code as a condition of approval. These two reviews took place in 2015 and 2016. Community Development Staff sees the merit of continuing to periodically evaluate and bring forward amendments to the CDC. Staff has learned of both minor and major corrections that should be made to the ordinance based on application and enforcement of the Code. The following amendments are being proposed by staff:

- **Campground Standards:** Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds. Planning Commission Action:
- **Vehicle Sales and Rental: Light:** Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add vehicle sales and rental: light as a conditional use in T4 Hamlet Center (T4HC)
- **Small Tidal Creeks:** Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks
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Campground Standards

Section 4.1.190: Campground Standards: With an increasing trend in RV resort campgrounds, staff reviewed our existing campground regulations in relation to other areas across the country. While these large resort type campgrounds may be desirable in more commercial districts, it is the goal of the proposed amendment to limit the types and sizes of campgrounds located in the Natural Preserve District and the Rural District. The proposed amendment creates three distinct types of campgrounds as follows: Primitive, Semi-Developed and Developed. The amendment also requires parameters such as length of stay, buffers, and accessory structures.

Planning Commission Action – Kevin Hennelly made a Motion recommending the proposed amendments and Ed Pappas seconded the Motion. Motion carried with Randolph Stewart voting no.

4.1.190 Recreation Facility: Campgrounds

Campgrounds shall be defined as the following:

Primitive Campground -A campground accessible by walk-in, equestrian, motorized trail vehicles or vehicular traffic where basic facilities may be provided for the comfort and convenience of the campers. Primitive Campgrounds shall comply with the following:

A. Length of Stay. All campers are limited to a 14-day length of stay.

B. Zones - Primitive Campgrounds are allowed in the T1 Natural Preserve zone and all T2 Rural zones.

C. Buffers. Any tent sites shall be located no less than 30 feet from any property line.

D. No RV's motorized camping trailers, or camping trailers over 20 feet in length shall be allowed.

E. Tree Requirement. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite

F. Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.

Semi- Developed Campground - A campground, with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Semi-Developed Campgrounds shall comply with the following:

A. Length of Stay. All camping units are limited to a 30-day length of stay.

B. Zones. Semi-Developed Campgrounds can be located within T2 Rural.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. This does not include tent only sites. A maximum number of 200 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV Pads, to the maximum extent practicable. If there are no trees between campsites, tent sites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and amenities shall be for the purpose of the camper enjoyment including sports facilities, equipment for amusement, playground facilities, swimming pools and a camp store/office. These amenities shall not be for general public use and shall not exceed 3,000 square feet.

Developed Campground - A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:

A. Length of Stay. All Camping units are limited to a 30-day length of stay.

B. Zones. Developed Campgrounds can be located within T2 (only Rural Center Zone), C4 Community Center Mixed Use and C5 Regional Center Mixed Use.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and rural recreation businesses such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. Such businesses are intended to be of smaller size, intensity and scale than commercial uses, which would be more commonly found in commercial zoning districts. The amenities shall not be for public use.

comply with the following:

~~A. Buffers. This use shall be screened with a 100 ft. wide, opaque, visual buffer next to all property lines.~~

~~B. Minimum RV Pad Size. RV pads that shall be a minimum of 1,600 square feet.~~

~~C. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practicable. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite or RV pad.~~

~~D. Accessory Uses. A camp store and entertainment area are allowed as accessory uses to a campground provided they do not exceed 3,000 square feet for every 200 camping spaces or RV pads, and are not advertised off site.~~

~~E. Pumpout Station. A pumpout station meeting SCDHEC requirements shall be provided for camping trailers and recreational vehicles.~~

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY																		
1. Recreation Facility: Golf Course	--	P	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--
2. Recreation Facility: Campground	S	C	--	--	--	<u>C</u>	--	--	--	--	--	--	--	--	--	<u>C</u>	<u>C</u>	--
3. Ecotourism	S	C	--	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--

4. School: Public or Private	--	--	--	--	--	S	--	--	--	S	P	P	P	P	P	P	--	--
"P" indicates a Use that is Permitted By Right.																		
"C" indicates a Use that is Permitted with Conditions.																		
"S" indicates a Use that is Permitted as a Special Use.																		
"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3																		
"--" indicates a Use that is not permitted.																		

Vehicle Sales and Rental: Light

Section 3.1.60 Consolidated Use Table. The purpose of this amendment is to allow Vehicle Sales and Rental: Light as a conditional use in the T4 Hamlet Center District. The use is currently allowed as a conditional use in the T4 Hamlet Center Open District.

Planning Commission Action – Kevin Hennelly made a Motion to recommend denial of the change and Randolph Stewart seconded the Motion. Motion carried unanimously.

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)																		
Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RETAIL & RESTAURANTS (continued)																		
5. General Retail greater than 50,000 SF	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--
6. General Retail with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C
7. Adult Oriented Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C
8. Bar, Tavern, Nightclub	--	--	--	--	--	P	--	--	--	--	--	--	P	P	--	P	P	--
9. Gas Station/Fuel Sales	--	S	--	--	--	C	--	--	--	--	C	C	C	C	C	C	C	C
10. Open Air Retail	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	P	--
11. Restaurant, Café, Coffee Shop	--	--	--	--	P	P	--	--	--	--	P	P	P	P	TCP	P	P	C
12. Restaurant, Café, Coffee Shop with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	C	C	C
13. Vehicle Sales & Rental: Light	--	--	--	--	--	C	--	--	--	--	-- C	--	C	--	--	C	C	--
14. Vehicle Sales & Rental: Heavy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P

Docks on Small Tidal Creeks

Section 4.2.190 Water/Marine-Oriented Facilities. The purpose of this amendment is to provide a definition of “small tidal creeks.” The Community Development Code regulates docks on small tidal creeks beyond the state requirements as enforced by the SCDHEC Office of Coastal Resource Management (OCRM). Specifically, the CDC restricts the length of docks on small tidal creeks to a maximum of 300 feet. Newly subdivided lots must have a minimum lot width of 250 feet to have a dock. The ordinance also encourages community docks by allowing them to be longer than 300 feet (up to 500 feet) if certain lot width conditions are met.

The issue that the Community Development Department has run into is that the CDC defines small tidal creeks by referring to a map in Appendix F. There have been several cases where the map did not indicate a particular creek that otherwise should have met the definition of a small tidal creek. Therefore, staff recommends that the CDC provide a clear definition of small tidal creeks, and use the

maps as a reference tools. The maps already contain a disclaimer that puts the burden on applicants to verify the information on the map using other sources recognizing that conditions change.

SCDNR defines “tidal creeks” as those tidally influenced bodies of water that are 100 meters or less in width from marsh bank to marsh bank. Anything wider is defined by the State as “open water.” Staff recommends using the State’s definition.

Planning Commission Action – Diane Chmelik made a Motion to recommend approval of the new wording and Jason Hincer seconded the Motion. Motion carried unanimously.

4.2.190 Water / Marine-Oriented Facilities

Water/Marine-oriented facilities shall comply with the following standards:

- A. **Space as Far Apart as is Reasonably Feasible.** Water-oriented facilities should be spaced as far apart as is reasonably feasible.
- B. **Regulation of Navigable Structures or Aids.** The regulation of navigational structures or aids falls under the jurisdiction of the State of South Carolina Ocean and Coastal Resource Management Office (OCRM), or appropriate federal regulators.
- C. **Construction May Occur Before Principal Dwelling.** Water-oriented facilities may be constructed prior to the construction of the principal dwelling.
- D. **Docks on Small Tidal Creeks.** Private docks and community docks located on are allowed in small tidal creeks shall meet the requirements of this Section. Small tidal creeks are defined as tidally influenced bodies of water that are 100 meters or less in width measured from marsh bank to marsh bank. as shown on the Beaufort County Small Tidal Creek Delineation Maps (See Appendix F) provide an inventory of small tidal creeks in Beaufort County. The Director may request a survey from a certified land surveyor to verify the width of a creek, if they comply with the following standards:

Commercial Subdivisions

6.1.30 Types of Subdivisions This amendment would allow Commercial Subdivisions to occur in any zoning district where commercial (retail, service, light industrial, etc.) uses are permitted.

The Commercial Subdivision is an option in the Community Development Code that addresses a trend among major national retailers in commercial shopping centers to want to own the land the stores reside upon and the parking areas that support the stores. Consequently, shopping center developers and their major retailers want the flexibility to use the subdivision and site plan review process to integrate the two processes together without creating conflicts between zoning standards and subdivision regulations. Often internal setback and buffer yard requirements would cancel out the unified site plan concept inherent in a commercial subdivision within a shopping center. The Commercial Subdivision provision is designed to remedy that problem.

The commercial subdivision was originally adopted as part of the Zoning and Development Standards Ordinance (ZDSO) in 2013. At that time, it was limited to the commercial regional, commercial suburban, and industrial zoning districts. When the CDC was adopted, this provision was included and limited to the analogous districts - C5 Regional Center Mixed-Use, C4 Community Center Mixed Use and S1 Industrial. However, the CDC has several transect zones that allow commercial uses such as T2 Rural Center, and the T4 districts. Staff believes that the exclusion of these transect zones was an oversight when the CDC was adopted. It is possible for developers to utilize the commercial subdivision and still

create a traditional development with a network of internal streets with on-street parking and sidewalks. Therefore, staff supports the following amendment:

Planning Commission Action – Ed Pappas made a Motion to recommend approval of the new wording and Caroline Fermin seconded the Motion. Motion carried unanimously.

6.1.30 Types of Subdivisions

There are three types of subdivisions allowed under this Development Code:

- A. **Minor Subdivision.** Minor subdivisions are land developments that consist of subdividing a tract or parcel of land into four lots or less, provided the subject land has not been previously subdivided within five years. Minor subdivisions shall comply with the procedures in Subsection 7.2.70.E, (Minor Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- B. **Major Subdivision.** Major subdivisions are land developments that consist of subdividing a tract or parcel of land into five or more lots. Major subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- C. **Commercial Subdivision.** Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any commercial, industrial, or multi-family tract or parcel of land located in C4, C5, and S1 districts. ~~These subdivisions are limited to commercial and/or industrial uses only.~~ Commercial subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code. This type of subdivision includes all of the following:
 - 1. Separate ownership of lots, coupled with undivided interest in common property;
 - 2. Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
 - 3. Management of common property and enforcement of restrictions by a property owners' association.

Non-Conforming Structures

8.3.40 Non-Conforming Structures: This amendment will clarify that structures damaged greater than 50% of value as a result of fire, storm, or flood is not required to meet current zoning standards when rebuilt. It is important to note that the structure would need to comply with current building codes and flood elevation standards.

Planning Commission Action – Caroline Fermin made a Motion to recommend approval of the new wording and Kevin Hennelly seconded the Motion. Motion carried unanimously

8.3.40 Reconstruction or Repair after Casualty Damage of Nonconforming Use or Structure

The reconstruction or repair of a nonconforming use or structure damaged as a result of a fire, natural disaster or other unforeseen and unpreventable accident or occurrence shall be subject to the following provisions.

- A. **Damage of 50 Percent or Less of Value.** If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before-damaged condition would be 50 percent or less of its market value before the damage, the use or structure may be reconstructed or repaired if:
1. The reconstruction or repair does not increase, expand, enlarge, or extend the degree of nonconformity beyond what is allowed in this Article; and
 2. The reconstruction begins within six months after the damage and is diligently pursued to completion.
- B. **Damage Greater than 50 Percent of Value.** Any nonconforming building or portion thereof may be replaced if razed by fire, natural causes, or other natural disasters, provided, the replacement does not increase the degree of nonconformity in any respect and a zoning compliance is issued within six months of the date of the damage. Any nonconforming building or portion thereof which is not razed by fire, natural causes, or other natural disasters will be required to conform to all applicable development standards upon reconstruction. If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before damaged condition would exceed 50 percent of its market value before the damage, the use or structure shall not be reconstructed or repaired except in conformity with the provisions of this Development Code, unless:
1. The structure is a single family residential use, in which case it may be rebuilt as long as it complies with all applicable building codes;
 2. It is rebuilt using the former building footprint and does not increase the nonconformity of the structure; and
 3. Substantial reconstruction is started within one year of the date of destruction, and completed in good faith.
- C. **Damage That Creates Unsafe Condition.** Regardless of the percent of damage to a nonconforming structure, any structure deemed unsafe by the Building Codes Official and is a threat to the life and safety of repair crews, the public, or neighbors, shall be demolished and terminated. Future structures then shall comply with the requirements of this Development Code.

2018 /

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
ARTICLE 4, SECTION 4.2.190: WATER / MARINE-ORIENTED FACILITIES (TO
PROVIDE A DEFINITION OF SMALL TIDAL CREEKS)**

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



MEMORANDUM

TO: Beaufort County Planning Commission

FROM: Eric Greenway, Community Development Director

DATE: October 26, 2018

SUBJECT: 48 Month Review of the Community Development Code.

When County Council adopted the Community Development Code (CDC) on December 8, 2014, the motion included a 6 month and 1 year evaluation of the code as a condition of approval. These two reviews took place in 2015 and 2016. Community Development Staff sees the merit of continuing to periodically evaluate and bring forward amendments to the CDC. Staff has learned of both minor and major corrections that should be made to the ordinance based on application and enforcement of the Code. The following amendments are being proposed by staff:

- **Campground Standards:** Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds. Planning Commission Action:
- **Vehicle Sales and Rental: Light:** Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add vehicle sales and rental: light as a conditional use in T4 Hamlet Center (T4HC)
- **Small Tidal Creeks:** Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks
- **Commercial Subdivisions:** Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses
- **Non-Conforming Structures:** Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards

Campground Standards

Section 4.1.190: Campground Standards: With an increasing trend in RV resort campgrounds, staff reviewed our existing campground regulations in relation to other areas across the country. While these large resort type campgrounds may be desirable in more commercial districts, it is the goal of the proposed amendment to limit the types and sizes of campgrounds located in the Natural Preserve District and the Rural District. The proposed amendment creates three distinct types of campgrounds as follows: Primitive, Semi-Developed and Developed. The amendment also requires parameters such as length of stay, buffers, and accessory structures.

Planning Commission Action – Kevin Hennelly made a Motion recommending the proposed amendments and Ed Pappas seconded the Motion. Motion carried with Randolph Stewart voting no.

4.1.190 Recreation Facility: Campgrounds

Campgrounds shall be defined as the following:

Primitive Campground -A campground accessible by walk-in, equestrian, motorized trail vehicles or vehicular traffic where basic facilities may be provided for the comfort and convenience of the campers. Primitive Campgrounds shall comply with the following:

A. Length of Stay. All campers are limited to a 14-day length of stay.

B. Zones - Primitive Campgrounds are allowed in the T1 Natural Preserve zone and all T2 Rural zones.

C. Buffers. Any tent sites shall be located no less than 30 feet from any property line.

D. No RV's motorized camping trailers, or camping trailers over 20 feet in length shall be allowed.

E. Tree Requirement. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite

F. Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.

Semi- Developed Campground - A campground, with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Semi-Developed Campgrounds shall comply with the following:

A. Length of Stay. All camping units are limited to a 30-day length of stay.

B. Zones. Semi-Developed Campgrounds can be located within T2 Rural.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. This does not include tent only sites. A maximum number of 200 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV Pads, to the maximum extent practicable. If there are no trees between campsites, tent sites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and amenities shall be for the purpose of the camper enjoyment including sports facilities, equipment for amusement, playground facilities, swimming pools and a camp store/office. These amenities shall not be for general public use and shall not exceed 3,000 square feet.

Developed Campground - A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:

A. Length of Stay. All Camping units are limited to a 30-day length of stay.

B. Zones. Developed Campgrounds can be located within T2 (only Rural Center Zone), C4 Community Center Mixed Use and C5 Regional Center Mixed Use.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and rural recreation businesses such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. Such businesses are intended to be of smaller size, intensity and scale than commercial uses, which would be more commonly found in commercial zoning districts. The amenities shall not be for public use.

comply with the following:

~~A. Buffers. This use shall be screened with a 100 ft. wide, opaque, visual buffer next to all property lines.~~

~~B. Minimum RV Pad Size. RV pads that shall be a minimum of 1,600 square feet.~~

~~C. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practicable. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite or RV pad.~~

~~D. Accessory Uses. A camp store and entertainment area are allowed as accessory uses to a campground provided they do not exceed 3,000 square feet for every 200 camping spaces or RV pads, and are not advertised off site.~~

~~E. Pumpout Station. A pumpout station meeting SCDHEC requirements shall be provided for camping trailers and recreational vehicles.~~

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY																		
1. Recreation Facility: Golf Course	--	P	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--
2. Recreation Facility: Campground	S	C	--	--	--	<u>C</u>	--	--	--	--	--	--	--	--	--	<u>C</u>	<u>C</u>	--
3. Ecotourism	S	C	--	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--

4. School: Public or Private	--	--	--	--	--	S	--	--	--	S	P	P	P	P	P	P	--	--
"P" indicates a Use that is Permitted By Right.																		
"C" indicates a Use that is Permitted with Conditions.																		
"S" indicates a Use that is Permitted as a Special Use.																		
"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3																		
"--" indicates a Use that is not permitted.																		

Vehicle Sales and Rental: Light

Section 3.1.60 Consolidated Use Table. The purpose of this amendment is to allow Vehicle Sales and Rental: Light as a conditional use in the T4 Hamlet Center District. The use is currently allowed as a conditional use in the T4 Hamlet Center Open District.

Planning Commission Action – Kevin Hennelly made a Motion to recommend denial of the change and Randolph Stewart seconded the Motion. Motion carried unanimously.

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)																		
Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RETAIL & RESTAURANTS (continued)																		
5. General Retail greater than 50,000 SF	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--
6. General Retail with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C
7. Adult Oriented Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C
8. Bar, Tavern, Nightclub	--	--	--	--	--	P	--	--	--	--	--	--	P	P	--	P	P	--
9. Gas Station/Fuel Sales	--	S	--	--	--	C	--	--	--	--	C	C	C	C	C	C	C	C
10. Open Air Retail	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	P	--
11. Restaurant, Café, Coffee Shop	--	--	--	--	P	P	--	--	--	--	P	P	P	P	TCP	P	P	C
12. Restaurant, Café, Coffee Shop with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	C	C	C
13. Vehicle Sales & Rental: Light	--	--	--	--	--	C	--	--	--	--	-- C	--	C	--	--	C	C	--
14. Vehicle Sales & Rental: Heavy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P

Docks on Small Tidal Creeks

Section 4.2.190 Water/Marine-Oriented Facilities. The purpose of this amendment is to provide a definition of “small tidal creeks.” The Community Development Code regulates docks on small tidal creeks beyond the state requirements as enforced by the SCDHEC Office of Coastal Resource Management (OCRM). Specifically, the CDC restricts the length of docks on small tidal creeks to a maximum of 300 feet. Newly subdivided lots must have a minimum lot width of 250 feet to have a dock. The ordinance also encourages community docks by allowing them to be longer than 300 feet (up to 500 feet) if certain lot width conditions are met.

The issue that the Community Development Department has run into is that the CDC defines small tidal creeks by referring to a map in Appendix F. There have been several cases where the map did not indicate a particular creek that otherwise should have met the definition of a small tidal creek. Therefore, staff recommends that the CDC provide a clear definition of small tidal creeks, and use the

maps as a reference tools. The maps already contain a disclaimer that puts the burden on applicants to verify the information on the map using other sources recognizing that conditions change.

SCDNR defines “tidal creeks” as those tidally influenced bodies of water that are 100 meters or less in width from marsh bank to marsh bank. Anything wider is defined by the State as “open water.” Staff recommends using the State’s definition.

Planning Commission Action – Diane Chmelik made a Motion to recommend approval of the new wording and Jason Hincer seconded the Motion. Motion carried unanimously.

4.2.190 Water / Marine-Oriented Facilities

Water/Marine-oriented facilities shall comply with the following standards:

- A. **Space as Far Apart as is Reasonably Feasible.** Water-oriented facilities should be spaced as far apart as is reasonably feasible.
- B. **Regulation of Navigable Structures or Aids.** The regulation of navigational structures or aids falls under the jurisdiction of the State of South Carolina Ocean and Coastal Resource Management Office (OCRM), or appropriate federal regulators.
- C. **Construction May Occur Before Principal Dwelling.** Water-oriented facilities may be constructed prior to the construction of the principal dwelling.
- D. **Docks on Small Tidal Creeks.** Private docks and community docks located on are allowed in small tidal creeks shall meet the requirements of this Section. Small tidal creeks are defined as tidally influenced bodies of water that are 100 meters or less in width measured from marsh bank to marsh bank. as shown on the Beaufort County Small Tidal Creek Delineation Maps (See Appendix F) provide an inventory of small tidal creeks in Beaufort County. The Director may request a survey from a certified land surveyor to verify the width of a creek, if they comply with the following standards:

Commercial Subdivisions

6.1.30 Types of Subdivisions This amendment would allow Commercial Subdivisions to occur in any zoning district where commercial (retail, service, light industrial, etc.) uses are permitted.

The Commercial Subdivision is an option in the Community Development Code that addresses a trend among major national retailers in commercial shopping centers to want to own the land the stores reside upon and the parking areas that support the stores. Consequently, shopping center developers and their major retailers want the flexibility to use the subdivision and site plan review process to integrate the two processes together without creating conflicts between zoning standards and subdivision regulations. Often internal setback and buffer yard requirements would cancel out the unified site plan concept inherent in a commercial subdivision within a shopping center. The Commercial Subdivision provision is designed to remedy that problem.

The commercial subdivision was originally adopted as part of the Zoning and Development Standards Ordinance (ZDSO) in 2013. At that time, it was limited to the commercial regional, commercial suburban, and industrial zoning districts. When the CDC was adopted, this provision was included and limited to the analogous districts - C5 Regional Center Mixed-Use, C4 Community Center Mixed Use and S1 Industrial. However, the CDC has several transect zones that allow commercial uses such as T2 Rural Center, and the T4 districts. Staff believes that the exclusion of these transect zones was an oversight when the CDC was adopted. It is possible for developers to utilize the commercial subdivision and still

create a traditional development with a network of internal streets with on-street parking and sidewalks. Therefore, staff supports the following amendment:

Planning Commission Action – Ed Pappas made a Motion to recommend approval of the new wording and Caroline Fermin seconded the Motion. Motion carried unanimously.

6.1.30 Types of Subdivisions

There are three types of subdivisions allowed under this Development Code:

- A. **Minor Subdivision.** Minor subdivisions are land developments that consist of subdividing a tract or parcel of land into four lots or less, provided the subject land has not been previously subdivided within five years. Minor subdivisions shall comply with the procedures in Subsection 7.2.70.E, (Minor Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- B. **Major Subdivision.** Major subdivisions are land developments that consist of subdividing a tract or parcel of land into five or more lots. Major subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- C. **Commercial Subdivision.** Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any **commercial, industrial, or multi-family** tract or parcel of land **located in C4, C5, and S1 districts. These subdivisions are limited to commercial and/or industrial uses only.** Commercial subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code. This type of subdivision includes all of the following:
 - 1. Separate ownership of lots, coupled with undivided interest in common property;
 - 2. Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
 - 3. Management of common property and enforcement of restrictions by a property owners' association.

Non-Conforming Structures

8.3.40 Non-Conforming Structures: This amendment will clarify that structures damaged greater than 50% of value as a result of fire, storm, or flood is not required to meet current zoning standards when rebuilt. It is important to note that the structure would need to comply with current building codes and flood elevation standards.

Planning Commission Action – Caroline Fermin made a Motion to recommend approval of the new wording and Kevin Hennelly seconded the Motion. Motion carried unanimously

8.3.40 Reconstruction or Repair after Casualty Damage of Nonconforming Use or Structure

The reconstruction or repair of a nonconforming use or structure damaged as a result of a fire, natural disaster or other unforeseen and unpreventable accident or occurrence shall be subject to the following provisions.

- A. **Damage of 50 Percent or Less of Value.** If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before-damaged condition would be 50 percent or less of its market value before the damage, the use or structure may be reconstructed or repaired if:
1. The reconstruction or repair does not increase, expand, enlarge, or extend the degree of nonconformity beyond what is allowed in this Article; and
 2. The reconstruction begins within six months after the damage and is diligently pursued to completion.
- B. **Damage Greater than 50 Percent of Value.** Any nonconforming building or portion thereof may be replaced if razed by fire, natural causes, or other natural disasters, provided, the replacement does not increase the degree of nonconformity in any respect and a zoning compliance is issued within six months of the date of the damage. Any nonconforming building or portion thereof which is not razed by fire, natural causes, or other natural disasters will be required to conform to all applicable development standards upon reconstruction. If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before damaged condition would exceed 50 percent of its market value before the damage, the use or structure shall not be reconstructed or repaired except in conformity with the provisions of this Development Code, unless:
1. The structure is a single family residential use, in which case it may be rebuilt as long as it complies with all applicable building codes;
 2. It is rebuilt using the former building footprint and does not increase the nonconformity of the structure; and
 3. Substantial reconstruction is started within one year of the date of destruction, and completed in good faith.
- C. **Damage That Creates Unsafe Condition.** Regardless of the percent of damage to a nonconforming structure, any structure deemed unsafe by the Building Codes Official and is a threat to the life and safety of repair crews, the public, or neighbors, shall be demolished and terminated. Future structures then shall comply with the requirements of this Development Code.

2018 /

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
ARTICLE 8, SECTION 8.3.40: NON-CONFORMING STRUCTURES (TO CLARIFY
THAT STRUCTURES DAMAGED GREATER THAN 50% OF VALUE SHALL
CONFORM TO CURRENT BUILDING CODE STANDARDS BUT NOT ZONING
STANDARDS)**

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



MEMORANDUM

TO: Beaufort County Planning Commission

FROM: Eric Greenway, Community Development Director

DATE: October 26, 2018

SUBJECT: 48 Month Review of the Community Development Code.

When County Council adopted the Community Development Code (CDC) on December 8, 2014, the motion included a 6 month and 1 year evaluation of the code as a condition of approval. These two reviews took place in 2015 and 2016. Community Development Staff sees the merit of continuing to periodically evaluate and bring forward amendments to the CDC. Staff has learned of both minor and major corrections that should be made to the ordinance based on application and enforcement of the Code. The following amendments are being proposed by staff:

- **Campground Standards:** Article 4, Section 4.1.190 (Recreation Facilities: Campgrounds) to provide distinctions between primitive, semi-developed, and developed campgrounds. Planning Commission Action:
- **Vehicle Sales and Rental: Light:** Article 3, Section 3.2.100 (T4 Hamlet Center Standards) to add vehicle sales and rental: light as a conditional use in T4 Hamlet Center (T4HC)
- **Small Tidal Creeks:** Article 4, Section 4.2.190 (Water/Marine-Oriented Facilities) to provide a definition of small tidal creeks
- **Commercial Subdivisions:** Article 6, Section 6.1.30 (Types of Subdivisions) to modify the requirements to allow commercial subdivisions in all zoning districts that allow commercial uses
- **Non-Conforming Structures:** Article 8, Section 8.3.40 (Non-Conforming Structures) to clarify that structures damaged greater than 50% of value shall conform to current building code standards but not zoning standards

Campground Standards

Section 4.1.190: Campground Standards: With an increasing trend in RV resort campgrounds, staff reviewed our existing campground regulations in relation to other areas across the country. While these large resort type campgrounds may be desirable in more commercial districts, it is the goal of the proposed amendment to limit the types and sizes of campgrounds located in the Natural Preserve District and the Rural District. The proposed amendment creates three distinct types of campgrounds as follows: Primitive, Semi-Developed and Developed. The amendment also requires parameters such as length of stay, buffers, and accessory structures.

Planning Commission Action – Kevin Hennelly made a Motion recommending the proposed amendments and Ed Pappas seconded the Motion. Motion carried with Randolph Stewart voting no.

4.1.190 Recreation Facility: Campgrounds

Campgrounds shall be defined as the following:

Primitive Campground -A campground accessible by walk-in, equestrian, motorized trail vehicles or vehicular traffic where basic facilities may be provided for the comfort and convenience of the campers. Primitive Campgrounds shall comply with the following:

A. Length of Stay. All campers are limited to a 14-day length of stay.

B. Zones - Primitive Campgrounds are allowed in the T1 Natural Preserve zone and all T2 Rural zones.

C. Buffers. Any tent sites shall be located no less than 30 feet from any property line.

D. No RV's motorized camping trailers, or camping trailers over 20 feet in length shall be allowed.

E. Tree Requirement. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite

F. Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.

Semi- Developed Campground - A campground, with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Semi-Developed Campgrounds shall comply with the following:

A. Length of Stay. All camping units are limited to a 30-day length of stay.

B. Zones. Semi-Developed Campgrounds can be located within T2 Rural.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. This does not include tent only sites. A maximum number of 200 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV Pads, to the maximum extent practicable. If there are no trees between campsites, tent sites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and amenities shall be for the purpose of the camper enjoyment including sports facilities, equipment for amusement, playground facilities, swimming pools and a camp store/office. These amenities shall not be for general public use and shall not exceed 3,000 square feet.

Developed Campground - A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:

A. Length of Stay. All Camping units are limited to a 30-day length of stay.

B. Zones. Developed Campgrounds can be located within T2 (only Rural Center Zone), C4 Community Center Mixed Use and C5 Regional Center Mixed Use.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and rural recreation businesses such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. Such businesses are intended to be of smaller size, intensity and scale than commercial uses, which would be more commonly found in commercial zoning districts. The amenities shall not be for public use.

comply with the following:

~~A. Buffers. This use shall be screened with a 100 ft. wide, opaque, visual buffer next to all property lines.~~

~~B. Minimum RV Pad Size. RV pads that shall be a minimum of 1,600 square feet.~~

~~C. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practicable. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite or RV pad.~~

~~D. Accessory Uses. A camp store and entertainment area are allowed as accessory uses to a campground provided they do not exceed 3,000 square feet for every 200 camping spaces or RV pads, and are not advertised off site.~~

~~E. Pumpout Station. A pumpout station meeting SCDHEC requirements shall be provided for camping trailers and recreational vehicles.~~

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY																		
1. Recreation Facility: Golf Course	--	P	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--
2. Recreation Facility: Campground	S	C	--	--	--	<u>C</u>	--	--	--	--	--	--	--	--	--	<u>C</u>	<u>C</u>	--
3. Ecotourism	S	C	--	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--

4. School: Public or Private	--	--	--	--	--	S	--	--	--	S	P	P	P	P	P	P	--	--
"P" indicates a Use that is Permitted By Right.																		
"C" indicates a Use that is Permitted with Conditions.																		
"S" indicates a Use that is Permitted as a Special Use.																		
"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3																		
"--" indicates a Use that is not permitted.																		

Vehicle Sales and Rental: Light

Section 3.1.60 Consolidated Use Table. The purpose of this amendment is to allow Vehicle Sales and Rental: Light as a conditional use in the T4 Hamlet Center District. The use is currently allowed as a conditional use in the T4 Hamlet Center Open District.

Planning Commission Action – Kevin Hennelly made a Motion to recommend denial of the change and Randolph Stewart seconded the Motion. Motion carried unanimously.

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)																		
Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RETAIL & RESTAURANTS (continued)																		
5. General Retail greater than 50,000 SF	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--
6. General Retail with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C
7. Adult Oriented Business	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C
8. Bar, Tavern, Nightclub	--	--	--	--	--	P	--	--	--	--	--	--	P	P	--	P	P	--
9. Gas Station/Fuel Sales	--	S	--	--	--	C	--	--	--	--	C	C	C	C	C	C	C	C
10. Open Air Retail	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	P	--
11. Restaurant, Café, Coffee Shop	--	--	--	--	P	P	--	--	--	--	P	P	P	P	TCP	P	P	C
12. Restaurant, Café, Coffee Shop with Drive-Through Facilities	--	--	--	--	--	--	--	--	--	--	--	--	S	S	--	C	C	C
13. Vehicle Sales & Rental: Light	--	--	--	--	--	C	--	--	--	--	-- C	--	C	--	--	C	C	--
14. Vehicle Sales & Rental: Heavy	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P

Docks on Small Tidal Creeks

Section 4.2.190 Water/Marine-Oriented Facilities. The purpose of this amendment is to provide a definition of “small tidal creeks.” The Community Development Code regulates docks on small tidal creeks beyond the state requirements as enforced by the SCDHEC Office of Coastal Resource Management (OCRM). Specifically, the CDC restricts the length of docks on small tidal creeks to a maximum of 300 feet. Newly subdivided lots must have a minimum lot width of 250 feet to have a dock. The ordinance also encourages community docks by allowing them to be longer than 300 feet (up to 500 feet) if certain lot width conditions are met.

The issue that the Community Development Department has run into is that the CDC defines small tidal creeks by referring to a map in Appendix F. There have been several cases where the map did not indicate a particular creek that otherwise should have met the definition of a small tidal creek. Therefore, staff recommends that the CDC provide a clear definition of small tidal creeks, and use the

maps as a reference tools. The maps already contain a disclaimer that puts the burden on applicants to verify the information on the map using other sources recognizing that conditions change.

SCDNR defines “tidal creeks” as those tidally influenced bodies of water that are 100 meters or less in width from marsh bank to marsh bank. Anything wider is defined by the State as “open water.” Staff recommends using the State’s definition.

Planning Commission Action – Diane Chmelik made a Motion to recommend approval of the new wording and Jason Hincer seconded the Motion. Motion carried unanimously.

4.2.190 Water / Marine-Oriented Facilities

Water/Marine-oriented facilities shall comply with the following standards:

- A. **Space as Far Apart as is Reasonably Feasible.** Water-oriented facilities should be spaced as far apart as is reasonably feasible.
- B. **Regulation of Navigable Structures or Aids.** The regulation of navigational structures or aids falls under the jurisdiction of the State of South Carolina Ocean and Coastal Resource Management Office (OCRM), or appropriate federal regulators.
- C. **Construction May Occur Before Principal Dwelling.** Water-oriented facilities may be constructed prior to the construction of the principal dwelling.
- D. **Docks on Small Tidal Creeks.** Private docks and community docks located on are allowed in small tidal creeks shall meet the requirements of this Section. Small tidal creeks are defined as tidally influenced bodies of water that are 100 meters or less in width measured from marsh bank to marsh bank. as shown on the Beaufort County Small Tidal Creek Delineation Maps (See Appendix F) provide an inventory of small tidal creeks in Beaufort County. The Director may request a survey from a certified land surveyor to verify the width of a creek, if they comply with the following standards:

Commercial Subdivisions

6.1.30 Types of Subdivisions This amendment would allow Commercial Subdivisions to occur in any zoning district where commercial (retail, service, light industrial, etc.) uses are permitted.

The Commercial Subdivision is an option in the Community Development Code that addresses a trend among major national retailers in commercial shopping centers to want to own the land the stores reside upon and the parking areas that support the stores. Consequently, shopping center developers and their major retailers want the flexibility to use the subdivision and site plan review process to integrate the two processes together without creating conflicts between zoning standards and subdivision regulations. Often internal setback and buffer yard requirements would cancel out the unified site plan concept inherent in a commercial subdivision within a shopping center. The Commercial Subdivision provision is designed to remedy that problem.

The commercial subdivision was originally adopted as part of the Zoning and Development Standards Ordinance (ZDSO) in 2013. At that time, it was limited to the commercial regional, commercial suburban, and industrial zoning districts. When the CDC was adopted, this provision was included and limited to the analogous districts - C5 Regional Center Mixed-Use, C4 Community Center Mixed Use and S1 Industrial. However, the CDC has several transect zones that allow commercial uses such as T2 Rural Center, and the T4 districts. Staff believes that the exclusion of these transect zones was an oversight when the CDC was adopted. It is possible for developers to utilize the commercial subdivision and still

create a traditional development with a network of internal streets with on-street parking and sidewalks. Therefore, staff supports the following amendment:

Planning Commission Action – Ed Pappas made a Motion to recommend approval of the new wording and Caroline Fermin seconded the Motion. Motion carried unanimously.

6.1.30 Types of Subdivisions

There are three types of subdivisions allowed under this Development Code:

- A. **Minor Subdivision.** Minor subdivisions are land developments that consist of subdividing a tract or parcel of land into four lots or less, provided the subject land has not been previously subdivided within five years. Minor subdivisions shall comply with the procedures in Subsection 7.2.70.E, (Minor Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- B. **Major Subdivision.** Major subdivisions are land developments that consist of subdividing a tract or parcel of land into five or more lots. Major subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code.
- C. **Commercial Subdivision.** Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any commercial, industrial, or multi-family tract or parcel of land located in C4, C5, and S1 districts. ~~These subdivisions are limited to commercial and/or industrial uses only.~~ Commercial subdivisions shall comply with the procedures in Subsection 7.2.70.F (Major and Commercial Subdivision Plat Procedure), the standards in this Article, and all other relevant provisions of this Development Code. This type of subdivision includes all of the following:
 - 1. Separate ownership of lots, coupled with undivided interest in common property;
 - 2. Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
 - 3. Management of common property and enforcement of restrictions by a property owners' association.

Non-Conforming Structures

8.3.40 Non-Conforming Structures: This amendment will clarify that structures damaged greater than 50% of value as a result of fire, storm, or flood is not required to meet current zoning standards when rebuilt. It is important to note that the structure would need to comply with current building codes and flood elevation standards.

Planning Commission Action – Caroline Fermin made a Motion to recommend approval of the new wording and Kevin Hennelly seconded the Motion. Motion carried unanimously

8.3.40 Reconstruction or Repair after Casualty Damage of Nonconforming Use or Structure

The reconstruction or repair of a nonconforming use or structure damaged as a result of a fire, natural disaster or other unforeseen and unpreventable accident or occurrence shall be subject to the following provisions.

- A. **Damage of 50 Percent or Less of Value.** If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before-damaged condition would be 50 percent or less of its market value before the damage, the use or structure may be reconstructed or repaired if:
1. The reconstruction or repair does not increase, expand, enlarge, or extend the degree of nonconformity beyond what is allowed in this Article; and
 2. The reconstruction begins within six months after the damage and is diligently pursued to completion.
- B. **Damage Greater than 50 Percent of Value.** Any nonconforming building or portion thereof may be replaced if razed by fire, natural causes, or other natural disasters, provided, the replacement does not increase the degree of nonconformity in any respect and a zoning compliance is issued within six months of the date of the damage. Any nonconforming building or portion thereof which is not razed by fire, natural causes, or other natural disasters will be required to conform to all applicable development standards upon reconstruction. If a nonconforming use or structure is damaged to an extent whereby the cost of restoring the use or structure to its before damaged condition would exceed 50 percent of its market value before the damage, the use or structure shall not be reconstructed or repaired except in conformity with the provisions of this Development Code, unless:
1. The structure is a single family residential use, in which case it may be rebuilt as long as it complies with all applicable building codes;
 2. It is rebuilt using the former building footprint and does not increase the nonconformity of the structure; and
 3. Substantial reconstruction is started within one year of the date of destruction, and completed in good faith.
- C. **Damage That Creates Unsafe Condition.** Regardless of the percent of damage to a nonconforming structure, any structure deemed unsafe by the Building Codes Official and is a threat to the life and safety of repair crews, the public, or neighbors, shall be demolished and terminated. Future structures then shall comply with the requirements of this Development Code.

2018 /

TEXT AND MAP AMENDMENT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B, DAUFUSKIE ISLAND CODE (TO AMEND THE DAUFUSKIE ISLAND PLAN)

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

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



MEMORANDUM

TO: Brian Flewelling, Chairman, Natural Resources Committee

FROM: Robert Merchant, AICP, Assistant Community Development Director

DATE: November 19, 2018

SUBJECT: Proposed Amendment to Appendix B of the Beaufort County Community Development Code – Daufuskie Island Community Development Code

Attached to this memo are the following documents:

- The Daufuskie Island Community Development Code
- The Daufuskie Island Zoning Map

Over the last year, the Daufuskie Island Council has worked with Ecological Planning Group out of Savannah and RS & H, to develop a new island wide comprehensive plan and zoning ordinance. The Daufuskie Island Council is an organization designated to serve as a liaison between the people of Daufuskie Island and local, state and federal governments and agencies to help address the needs and concerns of island residents. The Council and consultants took part in an extensive public process that involved surveys, public meetings and community workshops.

Beaufort County Council gave third and final reading to the Daufuskie Island Plan at their October 8, 2018 meeting, which provides a planning framework for the proposed amendments to the Community Development Code which are being presented today. Community Development staff worked closely with the project consultants to refine and reformat the Daufuskie Island Community Development Code to ensure that it is consistent and works seamlessly with the Community Development Code.

Planning Commission Recommendation: At its September 6, 2018 meeting, the Beaufort County Planning Commission unanimously recommended approval of the proposed amendments to Appendix B (Daufuskie Island Community Development Code) and the proposed amendments to the zoning map for Daufuskie Island.



DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE

Revised Draft– August 13, 2018

Appendix B: Daufuskie Island Community Development Code

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Division B.I: Transect Zones

Sections:

- B.1.10 Purpose
- B.1.20 Applicability
- B.1.30 Transect 1: Natural Preserve (D1) Standards
- B.1.40 Transect 2: Rural (D2R) Standards
 - Rural Historic (D2R-CP) Standards
 - Gullah Heritage (D2R-GH) Standards
- B.1.50 Transect 3: General Neighborhood (D3GN) Standards
- B.1.60 Transect 4: Mixed Use (D4MU) Standards
- B.1.70 Transect 5: Village Center (D5VC) Standards
- B.1.80 Transect 5: Gateway Corridor (D5GC) Standards

B.1.10 Purpose

This Division provides regulatory standards governing land use and building form within the transect zones. The Form-Based Code reflects the community vision for implementing the intent of the Comprehensive Plan to preserve Daufuskie Island’s character and create livable and walkable places. These standards are intended to ensure that proposed development is compatible with existing character and future development on neighboring properties produces an environment of desirable character.

B.1.20 Applicability

The requirements of this Division shall apply to all proposed development within the transect zones and shall be considered in combination with the standards for specific uses in Article 4 (Specific to Use), if applicable, and the development standards in Article 5 of the Beaufort County Community Development Code (Supplemental to Zones). If there is a conflict between any standards, the provisions of Article 4 of the Beaufort County Community Development Code (Specific to Use) control over this Article 3 (Specific to Zones) and Article 5 (Supplemental to Zones).

B.I.30 Transect I: DI Natural Preserve (DINP) Standards

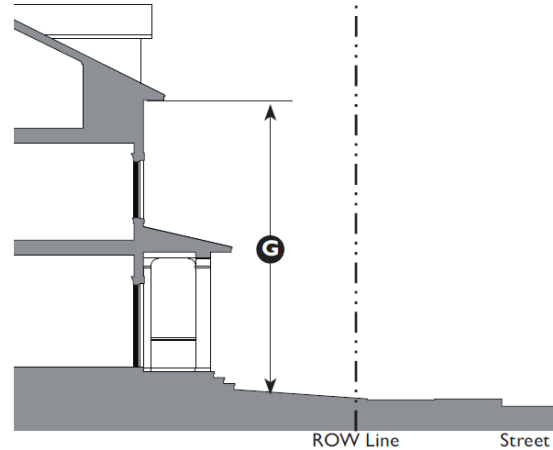
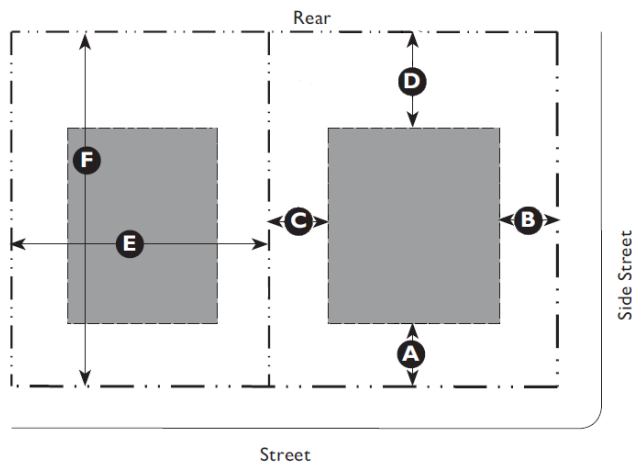


General note: the illustrations above are intended to provide a brief overview of the transect zone and are descriptive in nature.

A. Purpose

The Natural Preserve (DINP) Zone is intended to preserve areas that contain sensitive habitats, open space, and limited agricultural uses. This Zone typically does not contain buildings; however, single-family dwellings, small civic buildings or interpretive centers may be located within this zone if approved as a part of a conservation agreement.

Division B.I: Transect Zones
DI Natural Preserve



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

B. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	50' min.	(A)
Side Street	50' min.	(B)
Side:		
Side, Main Building	50' min.	(C)
Side, Ancillary Building	20' min.	
Rear	100' min.	(D)
Lot Size (One Acre Minimum)		
Width	150' min.	(E)
Depth	n/a	(F)
Miscellaneous		

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.

C. Building Form		
Building Height		
Main Building	35 feet / 2 stories max.	(G)
Ancillary Building	35 feet / 2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage	n/a	
Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		

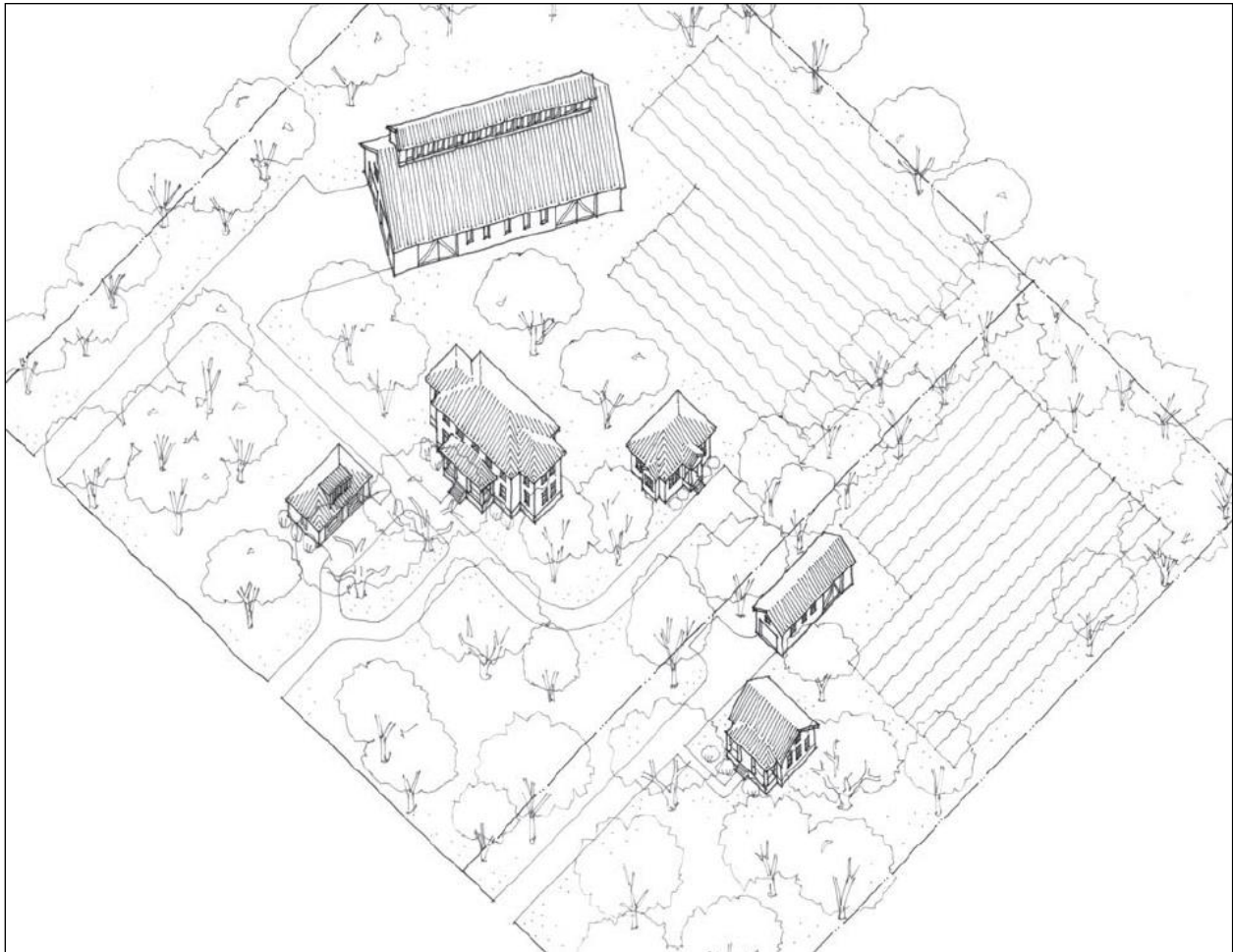
Notes

¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes

D. Gross Density²	
Gross Density	0.1 d.u./acre

²Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

B.I.40 Transect 2: D2 Rural (T2R) Standards



General Note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The zones within transect 2 are rural in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the rural and historic character of Daufuskie Island.

The Rural (D2R) Zone is intended to preserve the rural character of Daufuskie Island. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, small commercial or restaurant uses, farms where animals are raised, or crops are grown, parks, woodland, grasslands, trails, and open space areas.

The D2R Rural Zone implements the Comprehensive Plan goals of preserving the rural and historic character of Daufuskie Island.

B. Subzones

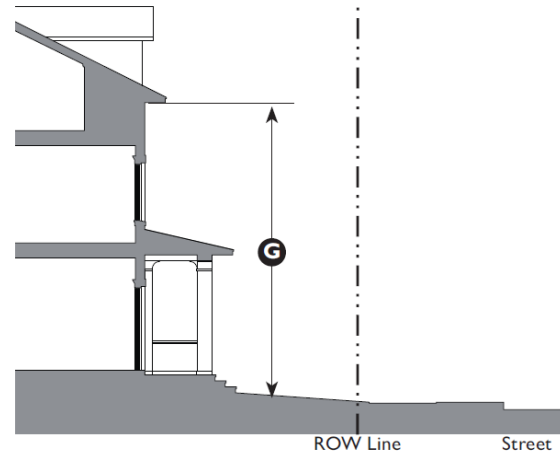
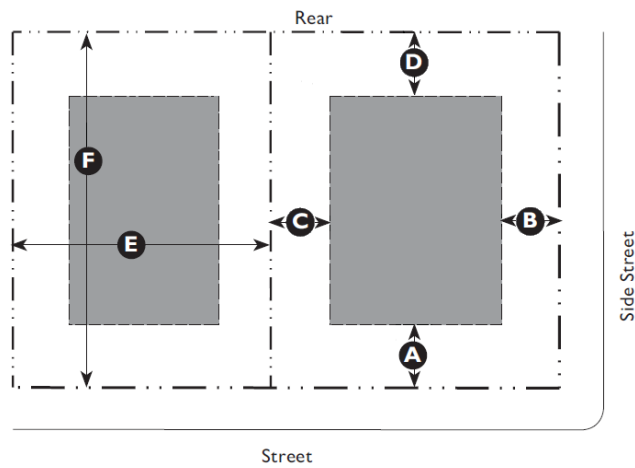
D2R-CP (Rural-Conventionally Platted)

The intent of the D2R-CP subzone is to provide a district that preserves the currently approved conventionally platted subdivisions within this area of Daufuskie Island. This subzone allows for smaller lots that have already been approved by Beaufort County, however no further subdivision or recombination of the existing lots is allowed without obtaining a special permit from Beaufort County.

D2R-GH (Rural-Gullah Heritage)

The intent of the D2R-GH subzone is to provide a district that preserves the Gullah heritage, while maintaining the rural character within this area of Daufuskie Island. This subzone preserves the Gullah heritage sites and ensures that new development is in character with the Gullah heritage.

Division B.1: Transect Zones
D2 Rural



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)

Front	50' min.	(A)
Side Street	50' min.	(B)
Side		
Side, Main Building	20' min.	(C)
Side, Ancillary Building	20' min.	
Rear	50' min.	(D)

Lot Size (One Acre Minimum)

Width	100' min.	(E)
Depth	n/a	(F)

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.

D. Building Form

Architectural Guidelines

Although not required, the preferred architectural style in Transect 2 is Lowcountry Vernacular as illustrated in 5.3.40.B of the Beaufort County Community Development Code. Also allowed in Transect 2 is a style referred to as Everyday Island. The Everyday Island style of architecture includes a large group of structures and construction techniques for those not wanting the traditional local vernacular. This Everyday Island style also includes modular and prefab construction. These preferred building types and everyday island styles apply in all zones and subzones in Transect 2.

D. Building Form (Continued)

Building Height

Main Building	2 stories max.	(G)
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage ²	n/a	

Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

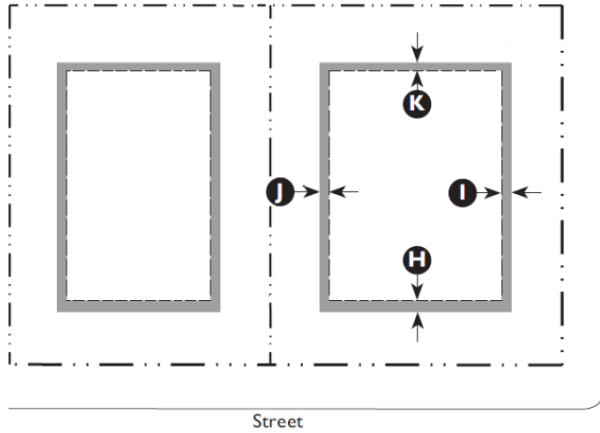
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.

E. Gross Density³

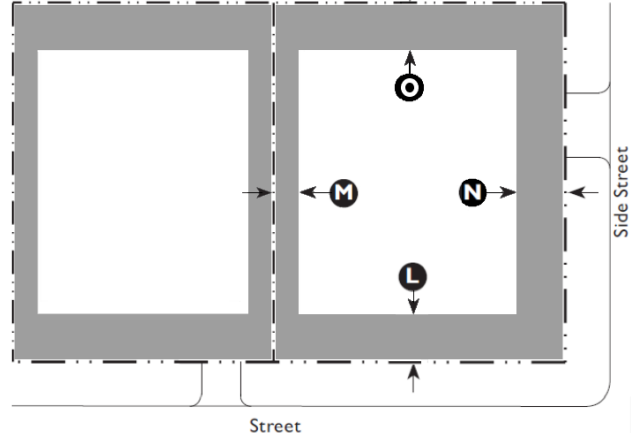
Gross Density	1.0 d.u. per acre
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³Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area



Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Encroachments and Frontage Types

Encroachments

Front	5' max.	H
Side Street	5' max.	I
Side	5' max.	J
Rear	5' max.	K

Encroachments are not allowed within a Street ROW/Alley ROW, or across a property line.

G. Buffers

In both D2R and D2R-HC a buffer of natural vegetation and trees shall be retained when developed. If the buffer area has been cleared prior to development, or does not exist, a buffer consisting of natural vegetation and trees shall be installed. Minimum buffer requirements are:

Width of Buffer

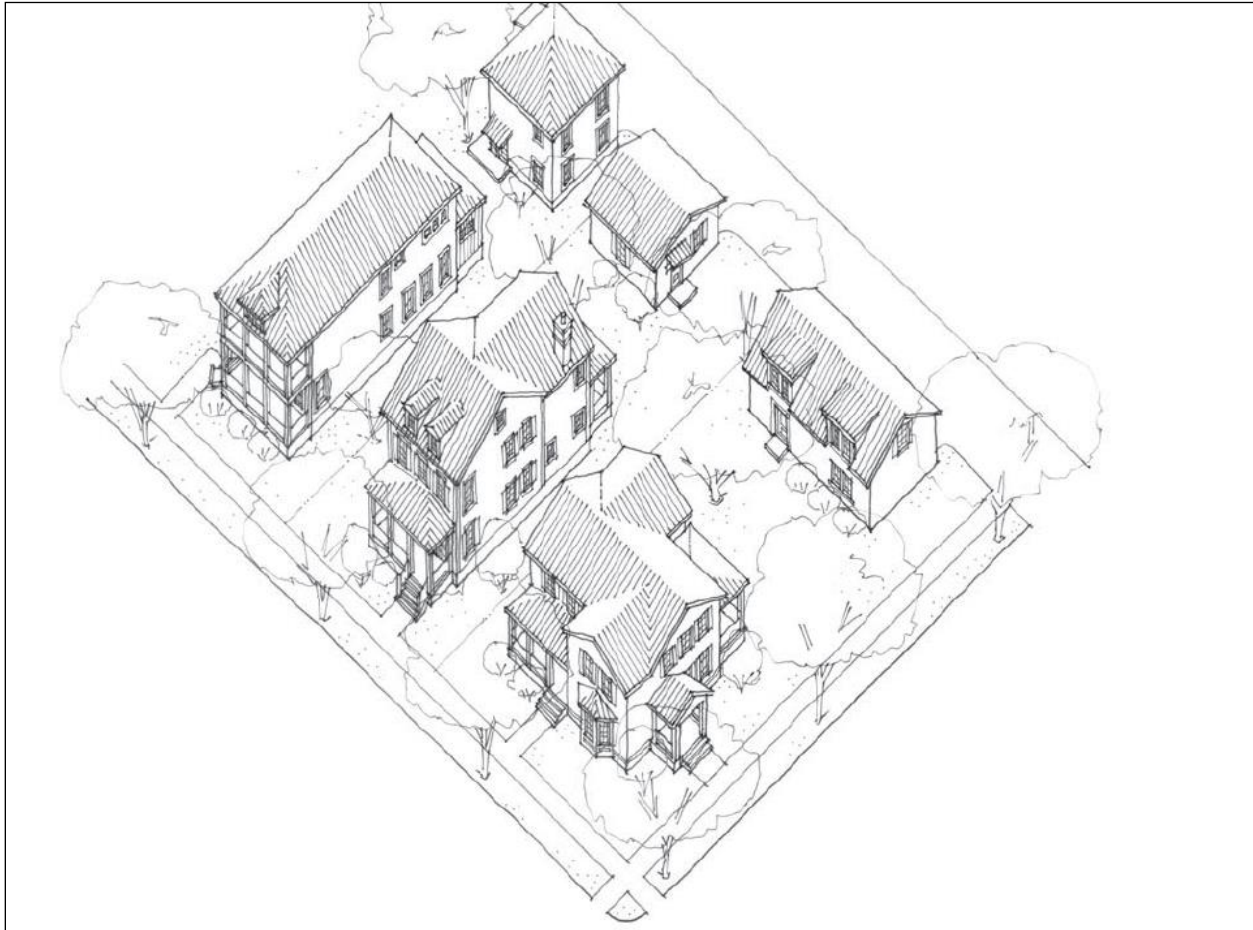
Front	20' min.	L
Side Street	20' min.	M
Side	10' min.	N
Rear	20' min.	O

Miscellaneous

All development in both D2R and D2R-HC abutting any street or road open and used by the public shall be subject to the requirements of the thoroughfare buffer for 2 or 3 lanes as described in Division 5.8.50 of the Beaufort County Community Development Code. These buffers do not apply to the CP and GH sub-districts, however if a property is located in one of these sub-districts and lies within the Heritage Corridor Overlay District, the buffers in the Overlay District shall apply.

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B.I.50 Transect 3: D3 General Neighborhood (D3GN) Standards



General note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The (D3GN) Zone is intended to preserve the historic character and natural environment of Daufuskie Island. The (D3GN) Zone is intended to provide a walkable, predominantly single-family neighborhood that integrates compatible multi-family housing types, such as duplexes and cottage courts within walking distance to village centers and commercial areas.

The D3GN Zone implements the Comprehensive Plan goals of preserving and building upon the walkable character of portions of Daufuskie Island.

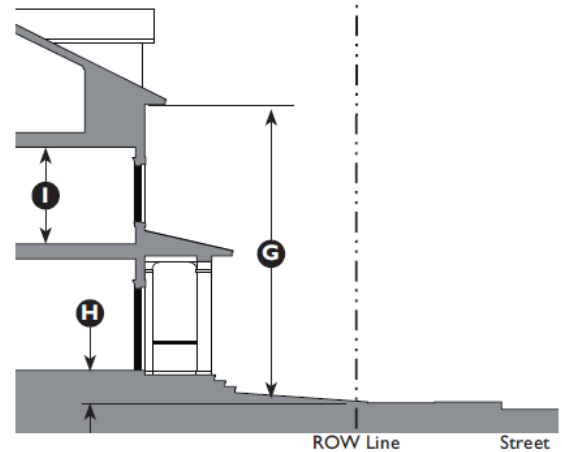
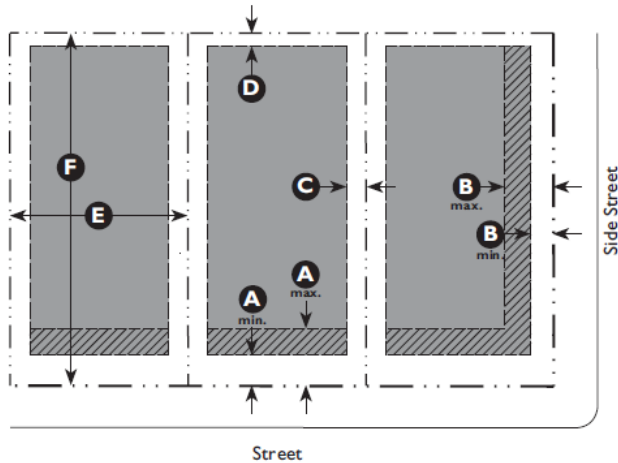
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Estate House	5.1.50
Village House	5.1.60

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.I: Transect Zones
D3 General Neighborhood

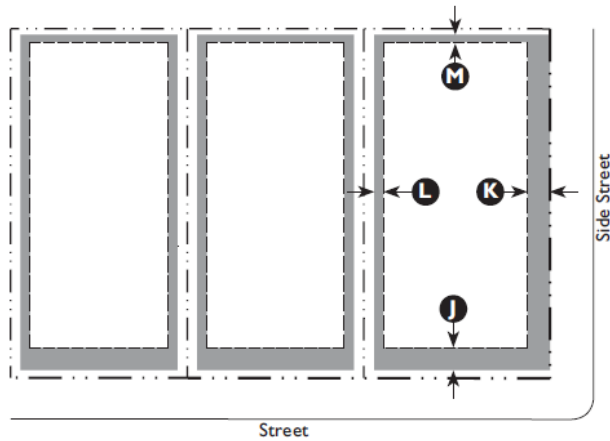


Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Façade Zone

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	15' min., 50' max.	Ⓐ
Side Street	10' min., 50' max.	Ⓑ
Side:		
Side, Main Building	7 ½' min.	Ⓒ
Side, Ancillary Building	5' min.	
Rear		
Rear, Main Building	15' min.	Ⓓ
Rear, Ancillary Building	5' min.	
Façade within Façade Zone:		
Front	75%	
Side Street	50%	
Lot Size (43,560 SF Maximum)		
Width	100' max.	Ⓔ
Depth	200' max.	Ⓕ
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.		
Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses		

D. Building Form		
Building Height		
Main Building	2 stories max.	Ⓖ
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	18" min.	Ⓗ
Upper Floor(s) Ceiling	8' min. clear	Ⓘ
Footprint		
Maximum Lot Coverage ²	30% of lot area	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
² Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		
E. Gross Density ¹		
Gross Density	3.0 d.u. per acre	
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

F. Encroachments and Frontage Types

Encroachments		
Front	5' max.	J
Side Street	5' max.	K
Side	3' max.	L
Rear	5' max.	M

Encroachments are not allowed within a Street ROW/Alley ROW, buffers, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Porch: Side Yard

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B.I.60 Transect 4: D4 Mixed Use (D4MU) Standards



General note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The Mixed Use (D4MU) Zone is intended to integrate vibrant residential, commercial and retail environments, providing access to day-to-day amenities within walking distance within the zone as well as to the village centers.

The Mixed Use Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island.

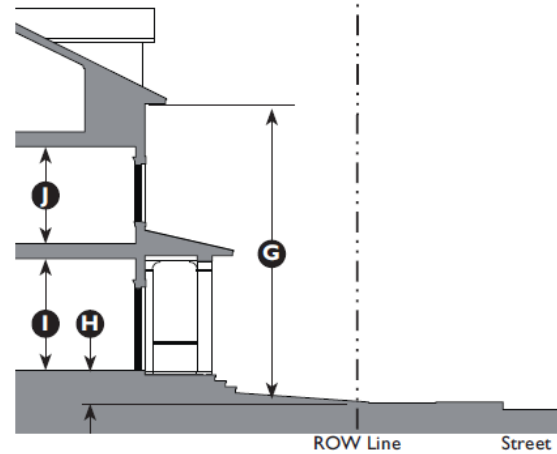
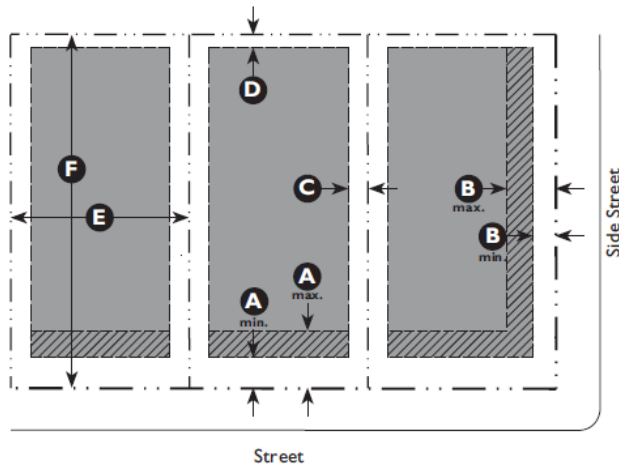
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Village House	5.1.60
Small Lot House	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division B.I: Transect Zones
D4 Mixed Use



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)		
Front	15' min., 30' max.	(A)
Side Street	10' min., 30' max.	(B)
Side:		
Side, Main Building	7 ½' min.	(C)
Side, Ancillary Building	5' min.	
Rear:		
Rear, Main Building	15' min.	(D)
Rear, Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100 ft. max.	(E)
Depth	200 ft. max.	(F)

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint Exceeding 10,000 square feet.

D. Building Form

Building Height		
Main Building	2 stories max.	(G)
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹	18" min.	(H)
Ground Floor Ceiling:	10' min.	(I)
Upper Floor(s) Ceiling	8' min.	(J)

Ground Floor lobbies and Common areas in multi-unit buildings may have a 0" to 6" ground floor finish level.

Footprint

Maximum Lot Coverage ²	30% of lot area
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Notes

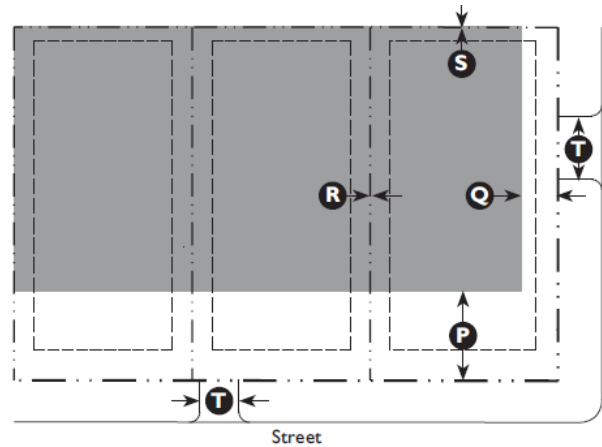
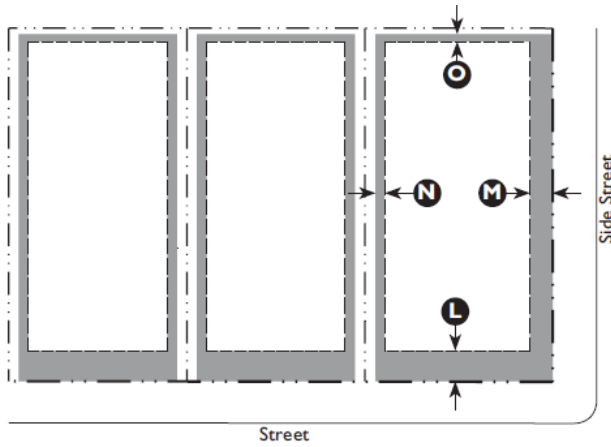
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any And all buildings, including accessory buildings.

E. Gross Density¹

Base site area less than 5 ac.	8.0 d.u. per acre
Base site area greater than 5 ac.	4.0 d.u. per acre

¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, property line, or across a curb.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

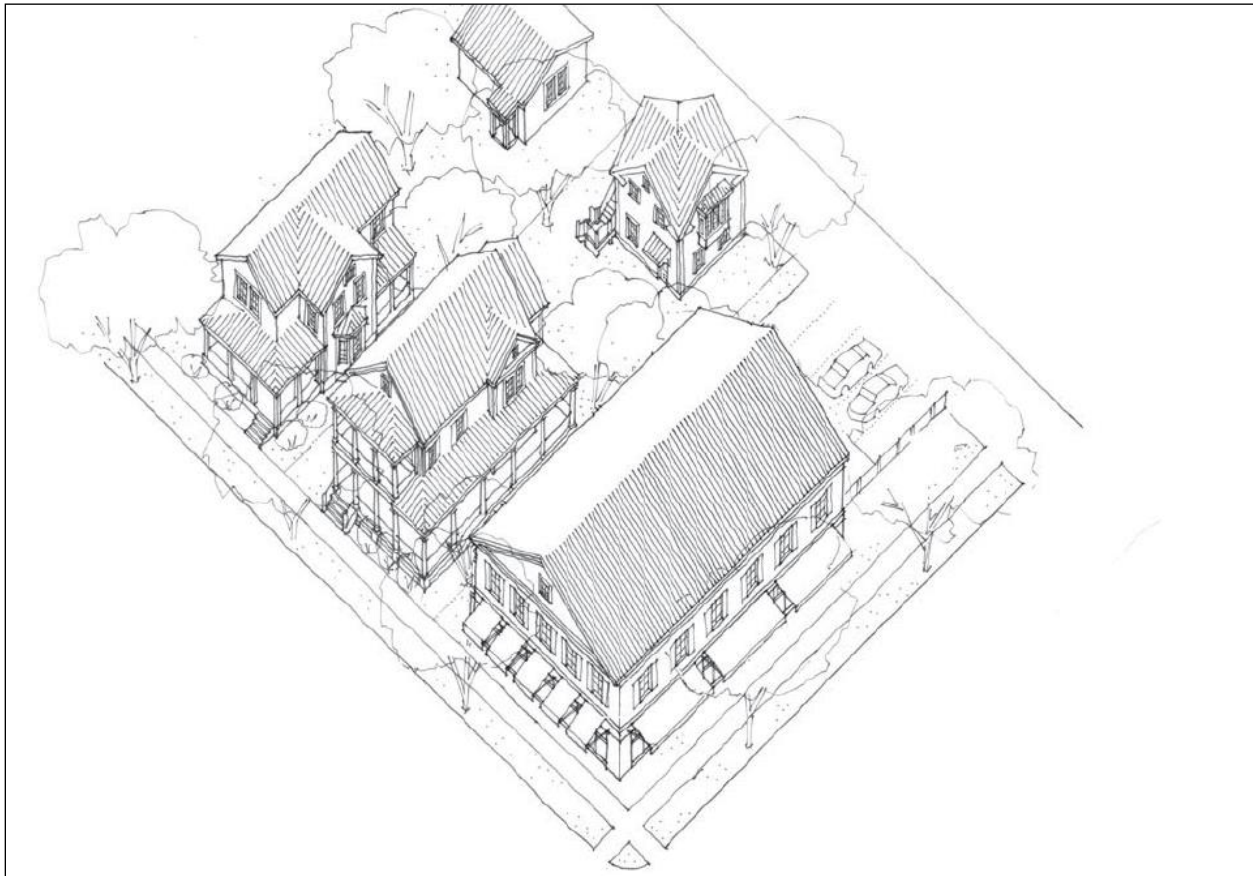
Common Yard	Forecourt
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	

G. Parking

Location (Setback from Property Line)		
Front	5' behind front façade of main building	P
Side Street	5' behind front façade of main building	Q
Side	0' min.	R
Rear	5' min.	S

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B.I.70 Transect 5: Village Center (D5VC) Standards



General note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The zones within transect 5 are the most urban in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the character of Daufuskie Island while providing for the commercial needs of the island.

The Village Center (D5VC) Zone is intended to integrate vibrant main-street commercial and retail environments, providing access to day-to-day amenities within walking distance, creating potential for water ferry embarkation points, and serving as a focal point for Daufuskie Island.

The Village Center Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island.

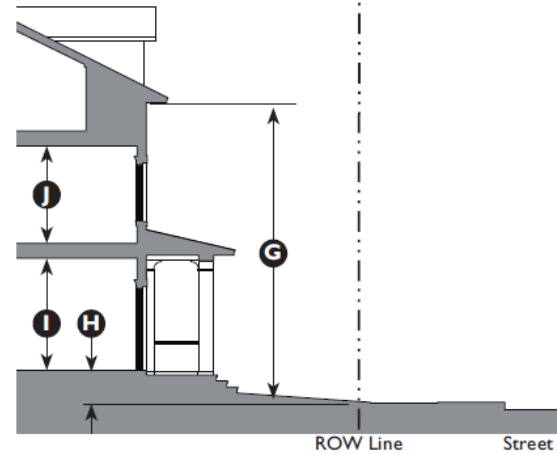
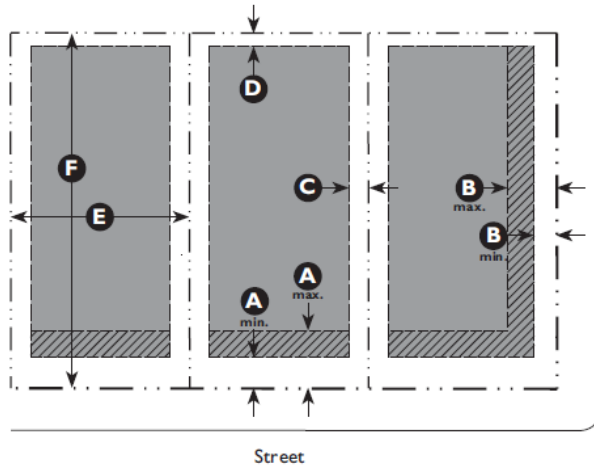
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Small Lot House	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Main Street Mixed Use	5.1.130
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.1: Transect Zones
D5 Village Center



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)

Front	5' min., 20' max.	A
Side Street	5' min., 20' max	B
Side:		C
Main Building	7 1/2' min.	
Ancillary Building	5' min.	
Rear		D
Main Building	15' min.	
Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100' max.	E
Depth	200' max.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint exceeding 20,000 square feet.

D. Building Form

Building Height

Main Building	2 1/2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		H
Residential	18" min.	
Commercial	6" max.	
Ground Floor Ceiling:	10' min.	I
Upper Floor(s) Ceiling	8' min.	J

Ground floor lobbies and common areas in multi-unit buildings may have a 0" to 6" ground floor finish level.

Footprint

Maximum Lot Coverage ²	30% of lot area
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Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

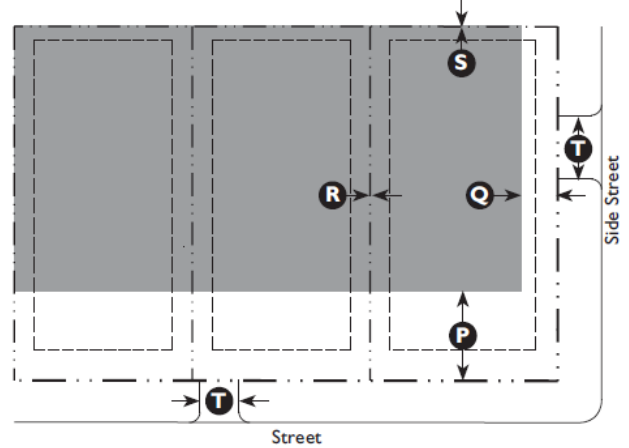
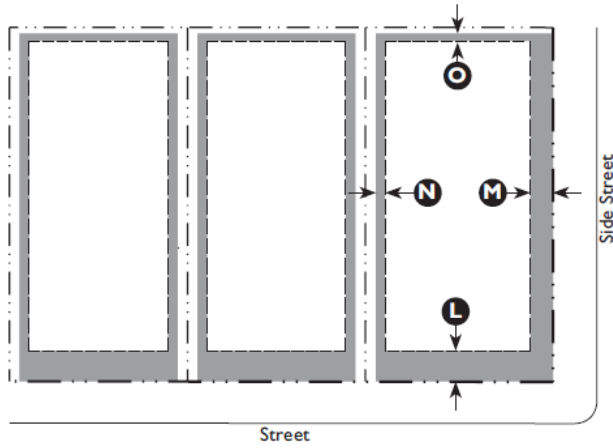
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings, including accessory buildings.

E. Gross Density

Gross Density ¹	8.0 d.u. per acre
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¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, Alley ROW, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Awnings, Galleries and Arcades may encroach further into the street ROW to within 2' of the face of curb. Eaves may encroach up to 3' into the street ROW. All other encroachments are not allowed within street ROW.

Allowed Frontage Types

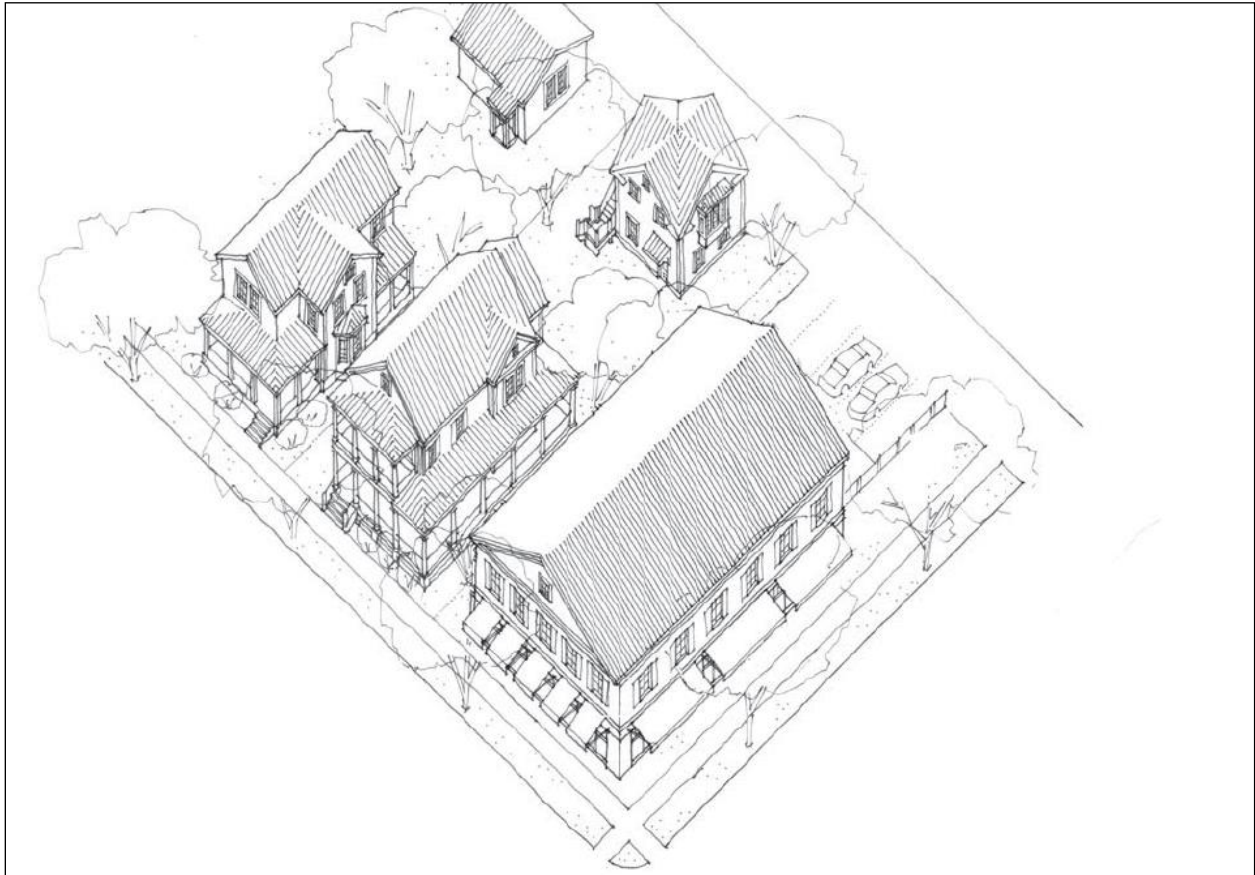
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	Shopfront
Forecourt	Terrace

G. Parking

Location (Setback from Property Line)		
Front	40' min.	P
Side Street	15' min.	Q
Side	0' min.	R
Rear	5' min.	S

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B.I.80 Transect 5: Gateway Corridor (D5GC) Standards



General note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The zones within transect 5 are the most urban in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the character of Daufuskie Island while providing for the commercial needs of the island.

The Gateway Corridor (D5GC) Zone is intended to extend the concept of a vibrant main-street commercial and retail environments from the Village Center to public places in the Gateway Corridor, providing access to day-to-day amenities within walking distance, creating, and serving as a focal point for public space for Daufuskie Island.

The Gateway Corridor Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island and provide for public and civic uses.

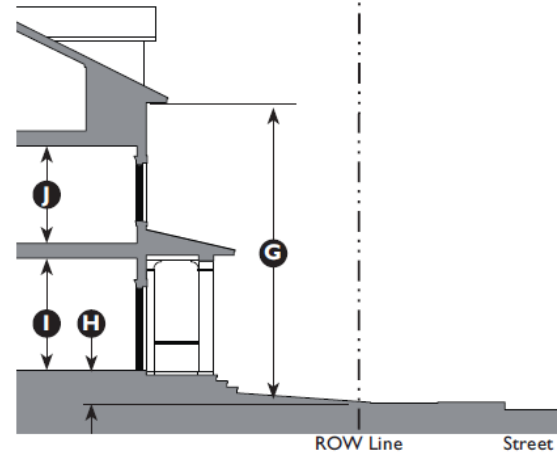
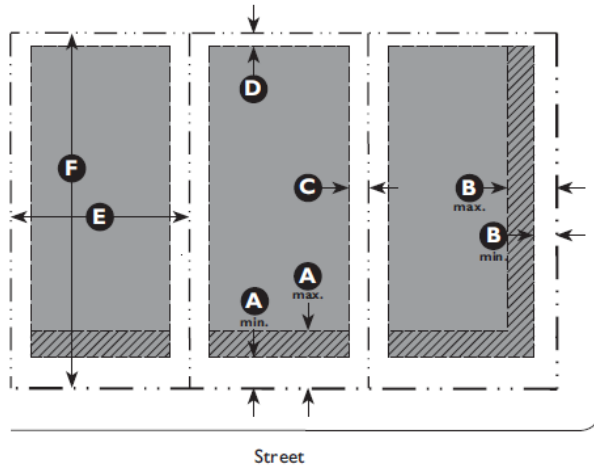
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.140
Small Lot House	5.1.170
Cottage Court	5.1.180
Duplex	5.1.190
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Main Street Mixed Use	5.1.130
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.I: Transect Zones
D5 Gateway Corridor



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)

Front	15' min., 30' max.	A
Side Street	10' min., 30' max	B
Side:		C
Main Building	7 1/2' min.	
Ancillary Building	5' min.	
Rear		D
Main Building	15' min.	
Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100' max.	E
Depth	200' max.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint exceeding 20,000 square feet.

D. Building Form

Building Height

Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		H
Residential	18" min.	
Commercial	6" max.	
Ground Floor Ceiling:	10' min.	I
Upper Floor(s) Ceiling	8' min.	J

Ground floor lobbies and common areas in multi-unit buildings may have a 0" to 6" ground floor finish level.

Footprint

Maximum Lot Coverage ²	30% of lot area
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Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

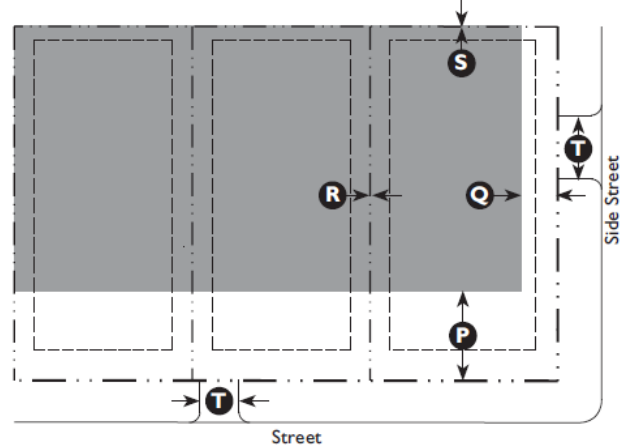
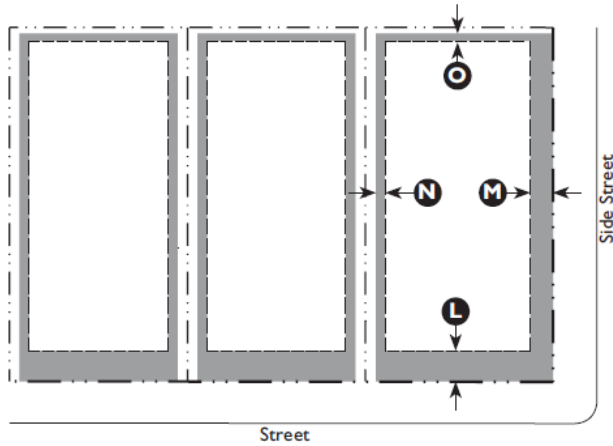
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings, including accessory buildings.

E. Gross Density

Gross Density ¹	4.0 d.u. per acre
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¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, Alley ROW, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Awnings, Galleries and Arcades may encroach further into the street ROW to within 2' of the face of curb. Eaves may encroach up to 3' into the street ROW. All other encroachments are not allowed within street ROW.

Allowed Frontage Types

Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	Shopfront
Forecourt	Terrace

G. Parking

Location (Setback from Property Line)		
Front	40' min.	P
Side Street	15' min.	Q
Side	0' min.	R
Rear	5' min.	S

Division B.2: Overlay Zones

Sections:

- B.2.10 Purpose
- B.2.20 Applicability
- B.1.30 Heritage Corridor Overlay (HCO) Standards

B.1.10 Purpose

This Division provides regulatory standards governing land use and building form within special overlay zones. These zones are typically applied to certain areas of the County on Daufuskie Island where extreme physical or cultural constraints need increased planning guidelines and consideration.

B.1.20 Applicability

The requirements of this Division shall apply to all proposed development within the overlay zones and shall be considered in combination with the standards for specific uses in Article 4 (Specific to Use), if applicable, and the development standards in Article 5 (Supplemental to Zones) of the Beaufort County Community Development Code. If there is a conflict between any standards, the provisions of Article 4 (Specific to Use) control over Article 3 (Specific to Zones) and Article 5 (Supplemental to Zones).

B.1.30 Heritage Corridor Overlay (HCO) Standards

- A. Purpose.** The Heritage Corridor Overlay (HCO) zone is established to provide for the long-term protection of the culturally significant resources found on Daufuskie Island. The zone acknowledges Daufuskie Island's historic cultural landscape and its importance to Daufuskie Island and Beaufort County's most notable concentration of Gullah culture.
- B. District Boundaries.** The boundaries of the HCO zone on Daufuskie Island are depicted on the Beaufort County Official Zoning Map. The Overlay District extends 200 feet from the centerline of each street that is identified on the Zoning Map, and any parcel that abuts the defined boundary shall be considered to be included within the overlay corridor and its standards. Where the zone applies, the permitted uses shall be limited to the base zoning in D2R, except where additional limitations are established within the overlay zone.
- C. Site Design and Architecture.** Design features that impact other culturally significant locations, and franchise design are prohibited. All development within 200 feet of the streets of roads that define the district boundary in this zone shall be reviewed by the Beaufort County Design Review Board for both the site design and building style. Any development outside of this 200-foot standard shall not require review by the Design Review Board. All design and buildings shall meet the requirements of Lowcountry Vernacular design architectural style as set forth in Division 5.3 of the Beaufort County Community Development Code.
- D. Use Limitations.** The following specific uses are deemed to be incompatible with the DI-HC-O zone; and therefore, are prohibited:

1. **Restricted Access (Gated Communities).** An intentionally designed, secured bounded area with designated and landscaped perimeters, usually walled or fenced, that are designed to prevent access by non-residents.
 2. **Resorts.** This use includes lodging that serves as a destination point for visitors and designed with some combination of recreation uses or natural areas. Typical types of activities and facilities include marinas, beaches, pools, tennis, golf, equestrian, restaurants, shops, and the like. This restriction does not apply to ecotourism or its associated lodging.
 3. **Golf Courses.** This use includes regulation and par three golf courses having nine or more holes.
- E. **Buffers.** A buffer of natural vegetation and trees shall be retained when developed. If the buffer area has been cleared prior to development, or does not exist, a buffer consisting of natural vegetation and trees shall be installed. Minimum buffer requirements are in Table B.1.30.E.

Table B.1.30.E: Heritage Corridor Overlay District Buffer Requirements	
Buffer	Width
Front	50 feet minimum
Side Street	20 feet minimum
Side	10 feet minimum
Rear	20 feet minimum

All development shall be subject to the requirements of the thoroughfare buffer for 2 or 3 lanes as described in Division 5.8.50 of the Beaufort County Community Development Code.

Division B.3: Permitted Uses and Definitions

Sections:

- B.3.10 Purpose
- B.3.20 Consolidated Land Use Table and Land Use Definitions

B.1.10 Purpose

This Division establishes the land uses allowed in all zones within the County on Daufuskie Island and defines each of the land uses.

B.1.20 Consolidated Land Use Table and Land Use Definitions

The following table shown in B.3.20 defines the land uses that are allowed in each zone on Daufuskie Island. The uses are indicated as:

- **Permitted Use.** A use that is permitted by right in a zone.
- **Conditional Use.** A use that is permitted in a zone subject to the standards specified for that use being met, as determined by the Planning Commission.
- **Special Use.** A use that may be permitted within a zone upon approval of a special use permit by the Zoning Board of Appeals (ZBOA). See Section 7.2.130 (Special Use Permits).
- **Not Permitted Use.** A use that is not allowed or permitted in a zone.

The following table also B.3.20 defines the land use types for Daufuskie Island.

Table B.3.20. Consolidated Use Table

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
AGRICULTURE									
1. Agriculture & Crop Harvesting	P	P	--	P	P	--	--	--	A nursery, orchard, or farm, greater than 10,000 SF, primarily engaged in the growth and harvesting of fruits, nuts, vegetables, plants, or sod. The premises may include agricultural accessory structures, plant nurseries, and secondary retail or wholesale sales.
2. Agricultural Support Services	P	P	--	P	P	--	--	--	Nursery, orchard, forestry, or farm supply and support services including, but not limited to: equipment dealers, support uses for agricultural, harvesting, and/or animal production, seasonal packing sheds, etc.
3. Animal Production	--	C	--	C	C	--	--	--	The raising, breeding, feeding, and/or keeping of animals for the principal purpose of commercially producing products for human use or consumption, including, but not limited to: cattle, pigs, sheep, goats, fish (aquaculture), bees, rabbits, and poultry. This does not include "Factory Farming" operations.
4. Animal Production: Factory Farming	--	S	--	S	S	--	--	--	The raising, breeding, feeding, and/or keeping of livestock (typically cows, pigs, turkeys, or chickens) in confinement at high stocking density for the purpose of commercially producing meat, milk, or eggs for human consumption.
5. Seasonal Farmworker Housing/ Construction Worker Housing	--	S	--	S	S	S	S	S	Housing designated for temporary occupancy for workers during seasonal farming or construction activity.
6. Forestry	P	P	P	P	P	P	P	P	Perpetual management, harvesting, replanting, and enhancement of forest resources for ultimate sale or use of wood products, subject to S.C. Forestry Commission BMPs.
7. Commercial Stables	--	C	--	C	C	--	--	--	Stabling, training, feeding of horses, mules, donkeys, or ponies, or the provision of riding facilities for use other than by the resident of the property, including riding academies. Also includes any structure or place where such animals are kept for riding, driving, or stabling for compensation or incidental to the operation of any club, association, ranch or similar purpose.
RESIDENTIAL									
1. Dwelling: Single Family Detached Unit	--	P	P	P	P	P	P	P	A structure containing one dwelling unit on a single lot.
2. Dwelling: Single Family Attached Unit	--	--	--	--	--	P	P	P	A structure containing one dwelling unit on a single lot and connected along a property line to another dwelling unit on an adjoining lot by a common wall or other integral part of the principal building such as a breezeway or carport.
3. Dwelling: Two Family Unit (Duplex)	--	--	--	--	--	P	P	P	A structure containing two dwelling units on a single lot.
4. Dwelling: Multi-Family Unit	--	--	--	--	--	P	P	P	A structure containing three or more dwelling units on a single lot.
5. Dwelling: Accessory Unit	--	P	P	P	P	P	P	P	An auxiliary dwelling unit, no larger than 800 SF attached to a principal dwelling unit or located within an accessory structure on the same lot.
6. Dwelling: Family Compound	--	P	--	P	--	--	--	--	A form of traditional rural development which provides for the placement of additional single-family detached dwelling units on, and/or subdivisions of, a single parcel of land owned by the same family for at least 50 years.

Division B.3: Permitted Used and Definitions

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RESIDENTIAL (continued)									
7. Dwelling: Cluster Compound	--	P	--	P	P	--	--	--	A form of development which provides for the placement of small, single family detached dwelling units on, and/or subdivisions of, a single parcel of land. Central facilities that provide services to the residents of the cluster compound may be included.
8. Dwelling: Group Home	--	P	P	P	P	P	P	P	Residential facility for nine or fewer mentally or physically handicapped persons providing care on a 24-hour basis and licensed by a state agency or department, or is under contract with a state agency or department, for that purpose.
9. Community Residence (dorms, convents, assisted living, temporary shelters)	--	S	--	S	S	S	S	S	<p>1. Dormitory: A building, or portion thereof, which contains living quarters for five or more students, staff, or members of a college, university, primary or secondary boarding school, theological school, or other comparable organization, provided that such building is either owned or managed by such organization, or is under contract with such organization for that purpose.</p> <p>2. Convent or Monastery. The living quarters or dwelling units for a religious order or for the congregation of persons under religious vows.</p> <p>3. Assisted Living Facility: A state-licensed facility for long-term residence exclusively by seniors and persons with disabilities who require assistance with daily activities, and which may include, without limitation, common dining, social and recreational features, special safety and convenience features designed for the needs of the elderly or disabled, such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways, and doorways designed to accommodate wheelchairs, and the provision of social services for residents which must include at least two of the following: meal services, transportation, housekeeping, linen, and organized social activities. May include an accessory skilled nursing component.</p> <p>4. Group Home (more than 9 persons). A state-licensed residential facility for more than 9 mentally or physically handicapped persons providing care on a 24-hour basis.</p> <p>Temporary Shelter: A supervised publicly or privately operated shelter and services designed to provide temporary living accommodations to individuals or families who lack a fixed, regular and adequate residence. This does not include residential substance abuse facilities or halfway houses (see "Community Care Facility").</p>
10. Home Office	--	P	P	P	P	P	P	P	An office use carried out for gain by a resident and conducted entirely within the resident's home. This use permits the employment of one individual who does not live in the home.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RESIDENTIAL (continued)									
11. Home Business	--	P	P	P	P	P	P	P	An office or service use carried out for gain by a resident and conducted entirely within the resident's home and/or accessory structures. This use permits the employment of up to three individuals who do not reside on the premises.
12. Cottage Industry	--	P	S	P	S	--	S	S	Light industrial uses and boat, small engine (e.g. lawn mowers, but not vehicles), and farm equipment repair services carried out for gain by a resident and conducted on, or adjacent to, the property that contains the operator's residence. This use permits the employment of up to six individuals who do not reside on the premises.
13. Live/Work	--	P	C	P	C	P	P	P	An integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: complete kitchen, living, and sleeping space and sanitary facilities in compliance with the Building Code, and working space reserved for and regularly used by one or more occupants of the unit. Workspace is limited to a maximum fifty percent (50%) of the structure and located on the first floor with living space located to the rear or above. Activities are limited to those uses permitted in the underlying Zone in which the Live/Work unit is located.
RETAIL AND RESTAURANTS									
1. General Retail 3,500 SF or less	--	P	--	P	P	P	P	P	Stores and shops that sell and/or rent goods and merchandise to the general public. This category does not include "Open Air Retail," "Vehicle Sales and Rental," or "Gas Stations/Fuel Sales."
2. General Retail 10,000 SF or less	--	S	--	--	--	--	P	P	
3. General Retail over 10,000 SF	--	--	--	--	--	--	S	S	
4. Bars, Taverns and Nightclubs	--	--	--	--	--	S	P	P	1. Bar, Tavern. A business where alcoholic beverages are sold for on-site consumption that is not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May also include beer brewing as part of a micro brewery ("brew-pub"), and other beverage tasting facilities. 2. Night Club. A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses.
5. Gas Stations and Fuel Sales	--	--	--	--	--	P	P	P	An establishment where petroleum products are dispensed for retail sale. This use may include a retail convenience store and/or a single bay carwash. It does not include towing, vehicle body or engine repair (see "Vehicle Services"), or overnight vehicle storage.
6. Open Air Retail	--	P	--	P	P	P	P	P	A retail sales establishment operated substantially in the open air including, but not limited to: flea markets, monument sales, beach recreation rentals, and the like. Does not include "Vehicle Sales and Rental", agricultural equipment sales and rental (see "Agricultural Support Services"), plant nurseries (see "Agriculture and Crop Harvesting"), or roadside stands and farmers markets (see "Temporary Uses").

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
RETAIL AND RESTAURANTS (continued)									
7. Restaurant, Café, Coffee Shop: Less than 40 seats in structure	--	P	--	P	P	P	P	P	A retail business selling ready-to-eat food and/or beverages for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption ("counter service"); and establishments where customers are served food at their tables for on-premise consumption ("table service"), that may also provide food for take-out, but does not include drive-through services, which are separately defined and regulated. This use includes all mobile kitchens.
8. Restaurant, Café, Coffee Shop: 40 seats or more in structure	--	--	--	--	--	P	P	P	
9. Vehicle Sales and Rental - Light	--	--	--	--	--	S	P	P	
OFFICES & SERVICES									
1. General Offices and Services 3,500 SF or less	--	C	--	C	C	P	P	P	<ol style="list-style-type: none"> 1. <u>Bank/Financial Services.</u> Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities. 2. <u>Business Services.</u> Establishments providing direct services to consumers, including, but not limited to: employment agencies, insurance agent offices, real estate offices, travel agencies, landscaping and tree removal companies, exterminators, carpet cleaners, and contractors' offices without exterior storage. 3. <u>Business Support Services.</u> Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services. 4. <u>Personal Services.</u> Establishments providing non-medical services to individuals, including, but not limited to: barber and beauty shops, dry cleaners, small appliance repair, laundromats, massage therapists, pet grooming with no boarding, shoe repair shops, tanning salons, funeral homes. These uses may include incidental retail sales related to the services they provide. 5. <u>Professional and Administrative Services.</u> Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property.
2. General Offices and Services 10,000 SF or less	--	--	--	--	--	P	P	P	
3. Animal Services: Clinic/Hospital	--	--	--	--	--	C	P	P	

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
OFFICES & SERVICES (continued)									
4. Animal Services: Kennel	--	C	--	C	C	C	P	P	A commercial facility for the boarding, breeding, and/or maintaining of animals for a fee that are not owned by the operator. This use includes pet day care facilities, animal training facilities (except horses – see “Commercial Stables”), and may include grooming as an accessory use. This use includes the breeding of animals in outdoor structures, cages or pens for sale, but does not include animals for sale in pet shops (see “General Retail”).
5. Body Branding, Piercing, Tattooing	--	--	--	--	--	S	S	S	An establishment whose principal business is the one or more of the following: any invasive procedure in which a permanent mark is burned into or onto the skin using either temperature, mechanical or chemical means; creation of an opening in the body for the purpose of inserting jewelry or other decorations (not including ear piercing); and/or placing designs, letters, figures, symbols or other marks upon or under the skin of any person using ink or other permanent coloration.
6. Day Care: Family Home (up to 8 clients)	--	C	--	C	C	C	S	S	A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.
7. Day Care: Commercial Center (9 or more clients)	--	--	--	--	--	C	S	S	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.
8. Lodging: Bed and Breakfast (5 rooms or less)	--	C	--	C	C	P	P	P	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.
9. Lodging: Inn (up to 24 rooms)	--	--	--	--	S	P	P	P	A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public.
10. Lodging: Hotel (25 to 50 rooms)	--	--	--	--	--	S	P	P	A lodging establishment of 25 or more rooms in a building or group of buildings offering transient lodging accommodations on a daily rate to the general public.
11. Residential Storage Facility	--	--	--	--	--	S	S	S	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods. Outdoor storage of boats, trailers, and vehicles may be provided as an accessory use.
12. Medical Service: Hospital	--	--	--	--	--	S	P	P	An institution licensed by the State, where people, including inpatients, receive medical, surgical or psychiatric treatment and nursing care.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
OFFICES & SERVICES (continued)									
13. Medical Service: Clinics/Offices	--	--	--	--	--	P	P	P	<p>1. <u>Clinic</u>. A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: Medical offices with five or more licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories and/or pharmacies. Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative."</p> <p>2. <u>Medical Office</u>. A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates no more than four licensed primary practitioners (for example, chiropractors, medical doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. A facility with five or more licensed practitioners is classified under "Medical Services – Clinic." Counseling services by other than medical doctors or psychiatrists are included under "General Services – Professional / Administrative."</p>
14. Vehicle Services: Minor Maintenance and Repair	--	C	--	C	C	P	P	P	Incidental minor repairs to include replacement of parts and service to passenger cars and light trucks, but not including any operation defined as "Vehicle Services - Major Maintenance and Repair" or any other operation similar thereto. Examples include quick service oil, tune-ups, tires, brake and muffler shops. This use also includes car washes and detailing businesses as a principal use.
15. Vehicle Services; Major Maintenance and Repair	--	--	--	--	--	S	S	S	General repair, rebuilding or reconditioning of boats and/or motor vehicles; collision service including body or frame straightening or repair; vehicle paint shops; auto wrecker services.
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY									
1. Community Oriented Cultural Facility (less than 5,000 SF)	--	C	--	C	C	P	P	P	Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.
2. Community Oriented Cultural Facility (5,000 SF or greater)	--	C	--	C	C	C	P	P	Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.
3. Community Public Safety Facility	--	P	P	P	P	P	P	P	A public safety facility operated by a public agency including fire stations, other fire preventive and fire fighting facilities, police and sheriff substations and headquarters, including interim holding facilities. May include ambulance dispatch on the same site. Does not include "Detention Facilities."

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY (continued)									
4. Institutional Care Facility	--	--	--	--	S	S	S	S	Facilities licensed by the State that provide living, sleeping, and sanitation accommodations in coordination with the provision of social, rehabilitative and/or medical services in a protective living environment for persons residing voluntarily, by court placement, or under protective control of the federal, state or county government; including, but not limited to, post-correctional facilities, residential substance abuse treatment facilities, residential treatment facilities for the mentally ill, skilled nursing homes not part of an assisted living or continuing care facility (see "Community Residence").
5. Detention Facility	--	--	--	--	S	S	S	S	A facility operated by a public agency, or is under contract with a public agency, that houses persons convicted of, or being held for, a crime. Such facilities include: prisons, detention facilities, work-release facilities, work camps, etc.
6. Meeting Facility/Place of Worship (less than 15,000 SF)	--	P	--	P	P	P	P	P	A facility for public or private meetings, including: community centers, places of worship (e.g., churches, mosques, synagogues, etc.), meeting halls for clubs and other membership organizations, etc. This use includes all cemeteries.
7. Meeting Facility/Place of Worship (15,000 SF or greater)	--	C	--	C	C	P	P	P	
8. Park, Playground, Outdoor Recreation Areas	S	P	P	P	P	P	P	P	An outdoor recreation facility that may provide a variety of recreational opportunities including playground equipment, playing fields, outdoor tennis and basketball courts, outdoor swimming pools, boat ramps and fishing piers; and areas for passive recreation such as hiking trails, picnic areas and bird blinds.
9. Recreation Facility: Community Based	--	P	--	P	P	P	P	P	A community recreation center that may include one or more of the following: gymnasium; indoor swimming pool; indoor tennis, racquetball, and/or handball courts, and other indoor sports activities. This use includes all not-for-profit organizations chartered to provide community-based recreation services. Does not include commercial health/fitness facilities, which are included under "General Offices and Services."
10. Recreation Facility: Commercial Indoor	--	--	--	--	S	P	P	P	An establishment providing indoor amusement and entertainment services, often for a fee or admission charge, including, but not limited to : bowling alleys, coin-operated amusement arcades, movie theaters, electronic game arcades (video games, pinball, etc.), indoor ice skating and roller skating rinks, pool and billiard rooms as primary uses. Does not include adult-oriented businesses. May include bars and restaurants as accessory uses. Any establishment with four or more electronic games or amusement devices (e.g., pool or billiard tables, pinball machines, etc.) or a premise where 50 percent or more of the floor area is occupied by electronic games or amusement devices is considered an indoor recreation facility; three or fewer machines or devices are not considered a use separate from the primary use of the site.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY (continued)									
11. Recreation Facility: Commercial Outdoor	--	--	--	--	S	P	P	P	A facility for outdoor recreational activities where a fee is often charged for use. Examples include, but are not limited to, amusement and theme parks; go-cart tracks; golf driving ranges; miniature golf courses; marinas; watercraft rentals; and water parks. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses, including bars and restaurants, video game arcades, etc. Marinas may include marine-related retail (bait and tackle, boat supplies), fuel sales, minor boat repair, and boat storage. This use does not include golf courses or campgrounds.
12. Recreation Facility: Campground	--	S	--	S	S	S	S	S	Form of lodging where guests bring tents, travel trailers, campers, or other similar forms of shelter to experience natural environments. Campgrounds rent two (2) or more pads or spaces to guests. May also include accessory uses such as a camp store, shower/bathroom facilities, and recreational facilities.
13. Ecotourism	S	C	--	C	P	P	P	P	Organized, educational and mainly outdoor recreation with or without lodging that invites participants to learn about and promote ecological preservation, conservation, and sustainability. This use shall include at least two of the following characteristics: 1. Located near or within a wilderness setting, park, or protected area; 2. Interpretive educational program with or without guides; 3. Outdoor activities; or Cultural experiences.
14. School: Public or Private	--	C	--	C	S	P	P	P	A public or private academic educational institution, including elementary (kindergarten through 6th grade), middle and junior high schools (7th and 8th grades), secondary and high schools (9th through 12th grades), and facilities that provide any combination of those levels. May also include any of these schools that also provide room and board.
15. School: Specialized Training/ Studios	--	S	--	S	S	P	P	P	Small-scale facilities that provide individual and group instruction, education and/or training, including tutoring and vocational training in limited subjects, including, but not limited to: the arts, dance, photography, martial arts training, gymnastics instruction, production studios for individual musicians, painters, sculptors, photographers, and other artists, business and vocational schools, and driver education schools.
16. School: College or University	--	--	--	--	S	S	S	S	A facility for post-secondary education that grants associates, bachelors, masters, or doctoral degrees, and may include research functions. Includes professional schools (law, medicine, etc.) and technical colleges.
INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS									
1. Airport, Aviation Services	--	S	--	--	--	--	--	--	An airport, runway, landing strip, seaport, or heliport providing accommodations by public, private, or not-for-profit entities for the conveyance of persons from one location to another by airplane, seaplane, helicopter, or other means of aviation. Includes facilities for loading and unloading areas.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS (continued)									
2. Infrastructure and Utilities: Regional (Major)	--	C	--	S	C	C	C	C	Utility facilities that provide County-wide or regional service. Examples include public utility substations; water towers; waste treatment plants; and electrical substations.
3. Parking Facility: Public or Commercial	--	--	--	--	S	P	P	P	A public or commercial parking lot or structure providing parking either for free or for a fee. Does not include towing impound and storage facilities.
4. Transportation Terminal	--	--	--	--	S	P	P	P	A public or commercial site or structure providing access via water ferry or aviation, such as helicopter, to transport people or goods to a mainland location. Parking facilities either for free or for a fee may be included.
5. Waste Management: Community Collection and Recycling	--	C	--	S	C	C	S	S	A site, location, tract of land, or building that may be used for the purpose of collecting all types of residential waste and recyclables that are generated "off site" in the local community to be transported by public or private companies to a waste recycling, transfer or disposal/recovery facility, permitted by South Carolina Department of Health and Environmental Control (SCDHEC) as required. This use includes county collection (convenience) centers.
6. Waste Management: Regional Waste Transfer and Recycling	--	S	--	S	S	S	S	S	Disposal uses including sanitary landfills, construction waste and debris landfills, sludge disposal or storage; and resource recovery facilities, excluding disposal of industrial or radioactive waste materials.
7. Wireless Communication Facility	--	S	S	S	S	S	S	S	Public, commercial and private electromagnetic and photoelectric transmission, broadcast, repeater and receiving stations for radio, television, telephone, data network, and wireless communications, including commercial earth stations for satellite-based communications. Includes antennas, commercial satellite dish antennas, and equipment buildings. Does not include telephone, telegraph and cable television transmission facilities utilizing hard-wired or direct cable connections.
INDUSTRIAL									
1. Manufacturing, Processing, and Packaging – Light (Less than 15,000 SF)	--	C	--	--	S	P	P	P	A facility accommodating manufacturing processes involving less intense levels of fabrication and/or production such as the assembly, fabrication, and conversion of already processed raw materials into products, where the operational characteristics of the manufacturing processes and the materials used are unlikely to cause significant impacts on surrounding land uses or the community. The premises may include secondary retail or wholesale sales. Examples of light manufacturing uses include: artisan / craft product manufacturing; clothing and fabric product manufacturing; furniture and fixtures manufacturing, cabinet shop, media production, photo/film processing lab not accessory to a retail business, printing & publishing, food preparation and packaging, winery, micro-brewery.
2. Manufacturing, Processing, and Packaging – Light (15,000 SF or greater)	--	S	--	--	S	S	S	S	Examples of light manufacturing uses include: artisan / craft product manufacturing; clothing and fabric product manufacturing; furniture and fixtures manufacturing, cabinet shop, media production, photo/film processing lab not accessory to a retail business, printing & publishing, food preparation and packaging, winery, micro-brewery.
3. Mining & Resource Extraction	--	S	--	S	S	S	S	S	Extractive uses such as surface mining for sand, gravel, clay and topsoil and any other such use. Quarrying is not permitted.

Division B.3: Permitted Used and Definitions

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
INDUSTRIAL (continued)									
4. Outdoor Maintenance / Storage Yard	--	S	--	S	S	S	S	S	An outdoor storage area for large equipment, vehicles, and/or other materials used by a public agency or a general or specialty contractor; lumberyards; and other industrial outdoor storage uses, excluding salvage operations. May include an accessory office.
5. Warehousing	--	--	--	--	S	S	P	P	Facilities for the storage of furniture, household goods, or other commercial goods of any nature. May include an outdoor storage component, provided that the outdoor storage is not the primary use. Does not include mini-storage facilities offered for rent or lease to the general public (see "Residential Storage Facility") or warehouse facilities primarily used for wholesaling and distribution (see "Wholesaling and Distribution").
6. Wholesaling and Distribution	--	--	--	--	S	S	P	P	An establishment engaged in selling merchandise in bulk quantities to retailers; to contractors, industrial, commercial, agricultural, institutional, or professional business users; to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies.

Division B.4: Developments Within Rural Areas

Sections:

- B.4.10 Purpose
- B.4.20 Applicability
- B.4.30 Small Lot Cottage Court Subdivisions
- B.4.40 Family Compound Standards

B.4.10 Purpose

The purpose of this Division is to:

- A. Provide standards for the subdivision of rural lands on Daufuskie Island that maintain the character and heritage of the rural lands while allowing to opportunity to provide for small dwellings in a Cottage Court design in Cluster Compounds to provide for affordable housing and housing that will allow the elderly to remain on Daufuskie Island.
- B. Allow long-time rural residents to protect a traditional way of life and provide affordable housing for family members that in turn helps stabilize and preserve the Island's traditional rural communities.

B.4.20 Applicability

The standards found in this Division apply to zones and subzones within D2R district of Transect 2 on Daufuskie Island.

B.4.30 Small Lot Cottage Court Subdivision

- A. **Intent.** The rural small lot subdivision, or also known as the cottage close type of development, is designed to allow landowners of rural lots greater flexibility to subdivide land that is generally not allowed to be subdivided under this Development Code because of the density limitations in the D2R Zone to provide for Cluster Compound developments.
- B. **Applicability.** Use of the rural small lot cottage court subdivision option is limited as identified in Table 2.1.30.A and cannot be transferred to any other parcel.
- C. **Minimum Development Standards for Rural Small Lot Cottage Court Subdivisions.** Rural small lot cottage court subdivisions shall comply with the following:
 - 1. **Parent Parcel.** The parent parcel constitutes the total site. Any development of this type shall require a minimum of a four-acre parent parcel with a maximum parent parcel of eight acres. All residential units or parcels shall be clustered around a courtyard or small access street, and the area not developed shall be preserved and all significant tress saved.
 - 2. **Residential Units or Lots.** The number of lots or units allowed in a rural small lot subdivision is established in Table B.4.30.C. All lots or residential structures shall be clustered within a one or two-acre envelope as shown in Table 2.1.30.A

Table B.4.30.C: Maximum Number of Lots that can be Subdivided from a Parcel of Record Utilizing the Small Lot Cottage Court Subdivision

Parent Parcel Size	Maximum Number of Residential Units	Maximum Area or Envelope to be Developed
4 acres	6	1 acre
6 acres	8	1 ½ acres
8 acres	12	2 acres

D. Restrictions on Future Subdivisions. A note shall appear on all plats for rural small lot cottage court subdivisions specifying the number of remaining by-right lots that can be subdivided from the parent tract should the maximum lots or residential units defined in Table 2.1.30.A not be developed initially. If all by-right lots are subdivided or units constructed, the note shall state that no subdivisions of the parent parcel shall be allowed.

B.4.40 Family Compound Standards

Family compounds shall comply with the following standards

- A. Fifty (50) Years of Ownership.** A single member of the family, multiple members of the family, or an unbroken succession of family members shall own a family compound property for no less than 50 years. All owners of the property shall request the family compound.
- B. Familial Relationship of those Receiving Property and/or Dwelling Unit.** The person(s) for whom the family dwelling units are built, and/or the property subdivided shall be related to the owner of the property by blood, marriage, or adoption.
- C. Property May be Subdivided.** Family compounds shall be developed, and the dwelling units built, or the family compound property may be subdivided and conveyed by the landowner to a family member to build a dwelling unit. Family compounds that are subdivided are limited to the maximum number of units without clustering shown in Table 2.7.40.A.
- D. Family Compound Design.** The family compound shall be designed as follows:
 - 1. Lots or dwelling units may be designed in a conventional form, or as a traditional cluster. For the purposes of this Section, traditional cluster means there must be a minimum of two dwelling units on the parcel and the average distance between dwelling units is no greater than 50 feet.
 - 2. The maximum density that may be achieved on family compounds is outlined in Table 2.1.40.A (Maximum Densities of Family Compounds). This maximum density includes dwelling units and accessory dwelling units.
 - 3. For family compounds that are clustered:
 - a. There is no minimum lot area;
 - b. The minimum separation between dwelling units is 15 feet; and
 - c. A land development plan shall be submitted for approval. See Section 7.2.60 (Land Development Plan). The land development plan shall be drawn to scale

and clearly indicate all property lines and the location of all existing and proposed structures.

4. For family compounds that are not clustered the minimum lot area is one-half acre.

- E. Covenants Required.** Family compounds that are subdivided shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each lot.
- F. Septic Systems and Reserve Areas.** No family dwelling unit shall be built unless the appropriate agency has determined that septic systems and reserve areas in the family compound are sufficient to serve all units in the compound.
- G. Leasing.** No family dwelling unit shall be leased for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
- H. Conveyance of Land Approved as Family Compound.** No portion of a tract of land approved as a family compound in accordance with this Section shall be conveyed for five years from the date of approval of the family compound unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - 1. Be recorded on the plat of the property, on the plats of any property subdivided and conveyed by the landowner(s) under this Section, and in a database accessible to county staff.
 - 2. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - 3. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
- I. Affidavit Required.** Applicants must submit a sworn affidavit recorded in the Register of Deeds Office with the following information:
 - 1. There has been no intentional misrepresentation during the application process;
 - 2. There shall be no lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - 3. There shall be no conveyance of any portion of a tract of land granted a dwelling unit or lot under this section to a nonfamily member within five years of approval.
- J. Violations and Enforcement.**
 - 1. A violation of this section shall consist of the following:
 - a. Intentional misrepresentation during the application process;
 - b. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - c. Conveyance of any portion of a tract of land granted a dwelling unit or lot under this section to a nonfamily member within five years of approval.
 - 2. Penalties may be waived by the Director if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a dwelling unit under this section.

Division B.4: Developments Within Rural Areas

3. Until the violation has been addressed in accordance with Article 9 (Enforcement), the Director shall not permit additional dwelling units on the family compound or further subdivision under this section in the violator’s family compound.
4. As a condition of approval, the applicant and the person(s) for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing any violations of this section and applicable penalties.
5. A violation shall not have the effect of clouding the title of a parcel subdivided under this Section.

Table B.4.40.D: Maximum Densities of Family Compounds

Minimum Site Area (in Acres)	Maximum Number of Units (with Clustering)	Maximum Number of Units (without Clustering)
Up to 1.00	3	2
2	4	3
3	6	4
4	8	6
5	10	8
6	12	10
7	14	12
8	16	14
9	18	16
10	20	18
Greater than 10	2.0 units per acre	1.8 units per acre

Division B.5: Applicability of the Community Development Code

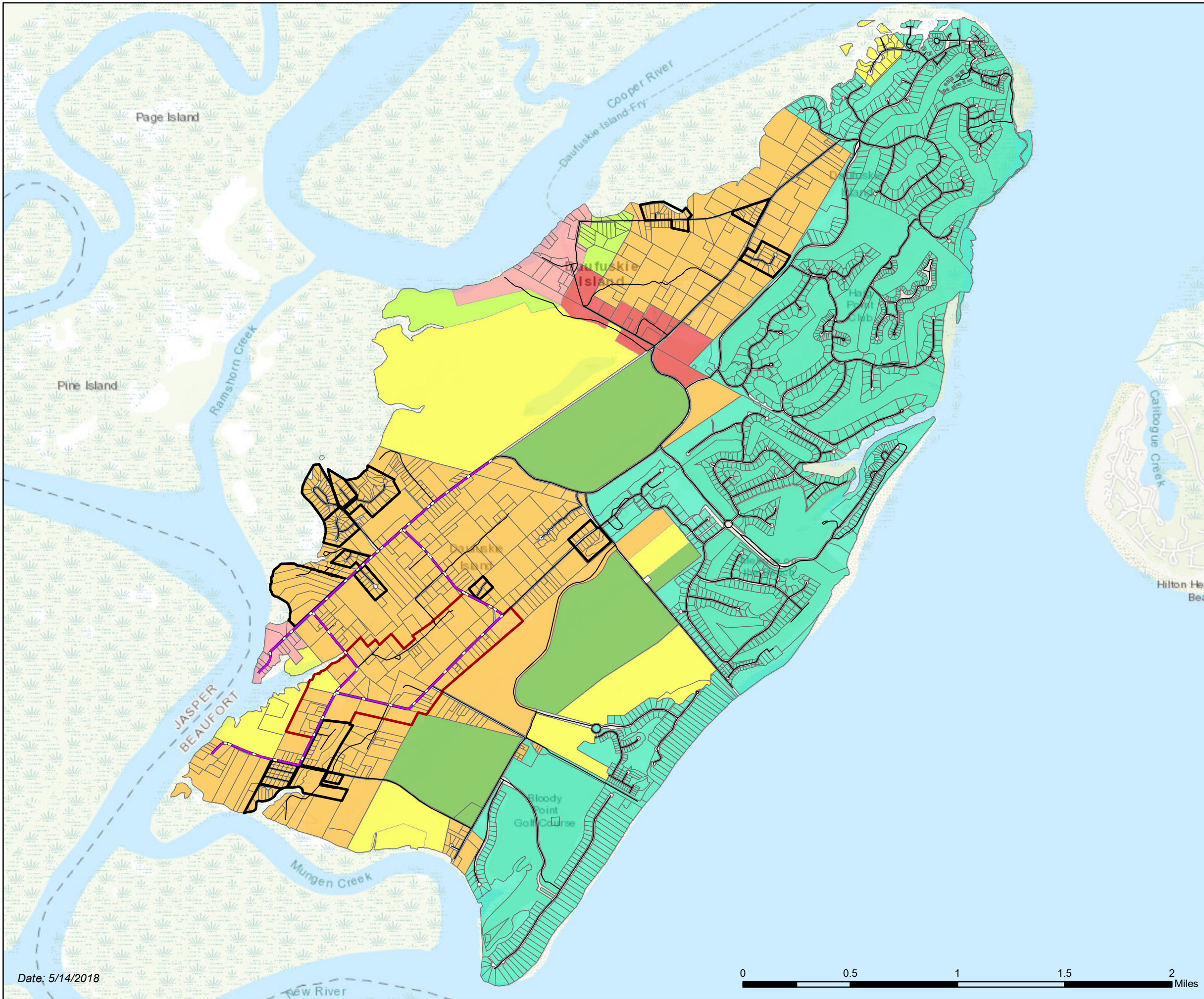
Sections:

B.5.10 Applicability of the Community Development Code

B.5.10 Applicability of the Community Development Code

Table B.5.10 provides a listing of each of the relevant articles and sections of the CDC and their applicability to Appendix B.

Table B.5.10: Applicability of the Community Development Code	
Article or Division	Applicability to Appendix B
Article 1: General Provisions	Applicable
Article 2: Multi-lot Single-Lot Community Scale Development	Limited Applicable (see below)
Division 2.1: Overview	Applicable
Division 2.2: General to Community Design	Applicable
Division 2.3: Traditional Community Plans	Not Applicable
Division 2.4: Multi-Family Oriented Communities	Not Applicable
Division 2.5: Manufactured Home Communities	Not Applicable
Division 2.6: Commercial Oriented Communities	Not Applicable
Division 2.7: Developments within Rural Areas	Not Applicable
Division 2.8: Civic and Open Space Standards	Applicable
Division 2.9: Thoroughfare Standards	Applicable
Division 2.10: Transfer of Development Rights	Not Applicable
Article 3: Specific to Zones	Not Applicable
Article 4: Specific to Use	Limited Applicable (see below)
Division 4.1: Specific to Use	Applicable
Division 4.2: Accessory Uses and Structures	Applicable
Division 4.3: Temporary Uses and Structures	Not applicable
Article 5: Supplemental to Zones	Limited Applicable (see below)
Division 5.1: Building Type Standards	Applicable
Division 5.2: Private Frontage Standards	Applicable
Division 5.3: Architectural Standards and Guidelines	Section 5.3.30.B is applicable.
Division 5.4: Fences and Walls	Applicable
Division 5.5: Off-Street Parking	Applicable
Division 5.6: Sign Standards	Applicable
Division 5.7: Exterior Lighting	Applicable
Division 5.8: Landscaping, Buffers, and Screening Standards	Applicable
Division 5.9: Neighborhood Compatibility Standards	Not Applicable
Division 5.10: Historic Preservation	Applicable
Division 5.11: Resource Protection Standards	Applicable
Division 5.12: Stormwater Standards	Applicable
Article 6: Subdivision and Land Development	Applicable
Article 7: Procedures	Applicable
Article 8: Nonconformities	Applicable
Article 9: Enforcement	Applicable
Article 10: Definitions	Applicable



Zoning Classifications

Daufuskie Island, SC

Zoning Classifications

- DI-2R
- DI-3E
- DI-4SU
- DI-5GC
- DI-5VC
- DI-6PUD
- DI-IP

Subzones

- DI-2R-GH
- DI-2R-CP
- DI-HCO Overlay District

Legend

- Roads
- Parcels



Note: All platted subdivisions approved by Beaufort County may not be shown



RESOLUTION 2018 / ____

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACQUISITION OF TMS# R100 025 000 050C 0000 FROM THE FORFEITED LAND COMMISSION

WHEREAS, Beaufort County Training School Alum is listed as the owner of that certain piece of real property identified as R100 025 000 050C 0000 and also known as 9B Glover Lane in Beaufort County, South Carolina (the “Property”); and

WHEREAS, the Director of Public Safety has requested the authorization from County Council to purchase the Property; and

WHEREAS, the Governmental Committee discussed the matter on November 5, 2018, and voted to recommend to County Council to approve authorizing the Interim County Administrator, or his designee, to purchase the Property and execute any and all necessary documents for the acquisition of the Property; and

WHEREAS, the Property was placed for sale at the October 1, 2018, tax sale without a successful bidder, and therefore, is held by the Forfeited Land Commission; and

WHEREAS, the purchase of the Property is to be funded by the County Administrator budget, where the total purchase price is \$3,121.42, plus reasonable closing costs; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to pursue acquisition of the above-referenced parcel.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary for the acquisition of the property identified as R100 025 000 050C 0000 and also known as 9B Glover Lane in Beaufort County, South Carolina in the event the county submits a successful bid.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, Esquire
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

RESOLUTION 2018 /

A RESOLUTION OF THE BEAUFORT COUNTY COUNCIL TO MAKE A FINDING, WITH SUPPORTING INFORMATION, THAT THE U.S. HIGHWAY 278 BRIDGES TO HILTON HEAD ISLAND IMPROVEMENT PROJECT IS ESSENTIAL TO THE ECONOMIC DEVELOPMENT IN THE AREA, IS CONSISTENT WITH APPLICABLE LOCAL LAND USE PLANS, AND IS ON ALL PRIORITY LISTS MAINTAINED BY BEAUFORT COUNTY

WHEREAS, the 3.7-mile section of United States Highway 278 (US 278) from Moss Creek Drive to Squire Pope Road currently experiences severe daily congestion due to traffic volumes that exceed the capacity provided by the four travel lanes; experiences rear-end crash rates that are substantially higher than similar roadways in South Carolina due to stop and go traffic conditions; and produces congestion and delay leading to crucial interruptions in the transportation network that Beaufort County and the region rely on for the movement of goods and people; and

WHEREAS, all four of the US 278 bridge structures are listed as functionally obsolete and the eastbound structure of the Karl Bowers Bridge over Mackay Creek is structurally deficient; and

WHEREAS, the deficient bridge conditions, traffic congestion, and bottlenecks that occur along this portion of US 278 impact evacuations from Hilton Head Island as this route is the only land-based emergency evacuation route off Hilton Head Island; and

WHEREAS, improving the US 278 Bridges to Hilton Head Island will provide a mechanism for long term economic competitiveness by: improving transportation efficiency and reliability for the movement of people and goods; improving access between employment centers, job opportunities, and workforces; increasing the economic productivity of labor (the fewer hours employees spend commuting will result in higher productivity at their jobs); and supporting long term job creation; and

WHEREAS, the deficient bridge conditions, traffic congestion, and bottlenecks that occur along this portion of US 278 impact the reliability and resiliency of the Strategic Statewide Freight Roadway Network as listed in the SCDOT South Carolina Statewide Freight Plan, which Beaufort County relies on to support its robust tourism economy; and

WHEREAS, according to a 2017 Regional Transactions Concepts, LLC study, over 2,600,000 tourists visit Hilton Head Island each year, estimated to contribute an economic impact (output) of approximately \$1.44 billion within the County in 2016. Most of these tourists travel to Hilton Head Island using the US 278 bridges; and

WHEREAS, according to a 2017 study by the U.S. Travel Association, Beaufort County supplied the 3rd highest number of tourism jobs in the state; and

WHEREAS, according to the U.S. Census Bureau, Center for Economic Studies, Inflow/Outflow Analysis (2015), 12,693 people commute to Hilton Head Island daily from other areas using the US 278 bridges, representing 61.5% of the workforce on Hilton Head Island; and

WHEREAS, the Beaufort County Council does hereby find that the current condition of the US 278 Bridges to Hilton Head Island is a significant impediment to our citizens and visitors and a hindrance to the economic activity and future development in the region; and

WHEREAS, the US 278 Bridges to Hilton Head Island Improvement Project represents tangible progress towards achieving goals and objectives set by the State and Beaufort County; and

WHEREAS, according to the Beaufort County 2010 Comprehensive Plan, the US 278 Bridges to Hilton Head Island Improvement Project is located within a rural/undeveloped land use area, providing the transportation linkage between regional commercial land along the US 278 corridor in Bluffton and a mix of land use types on Hilton Head Island including park, non-residential, and residential land; and

WHEREAS, the US 278 Bridges to Hilton Head Island Improvement Project is projected to cost in excess of \$245,000,000 based on the 2018 SCDOT engineering estimate; and

WHEREAS, Beaufort County has committed over \$100 million in County funding in the past to help preserve capacity and improve safety of the US 278 corridor; and

WHEREAS, Beaufort County voters have supported the November 2018 1 cent transportation referendum committing \$80 million in local funds for the US 278 Bridges to Hilton Head Island Improvement Project; and

WHEREAS, Beaufort County has funded 66% of the \$6 million Environmental Assessment in partnership with SCDOT and FHWA; and

WHEREAS, the \$6 million Environmental Assessment will analyze options and develop an appropriate solution to address long-term operations, capacity, and safety along US 278 from Moss Creek Drive to Squire Pope Road; and

NOW, THEREFORE, BE IT RESOLVED BY THE BEAUFORT COUNTY COUNCIL, that the US 278 Bridges to Hilton Head Island Improvement Project is essential to continued economic development in Beaufort County; and

BE IT RESOLVED, the US 278 Bridges to Hilton Head Island Improvement Project is consistent with the existing and planned future land use plans as described in the Beaufort County 2010 Comprehensive Plan; and

BE IT RESOLVED, Beaufort County has listed the US 278 Bridges to Hilton Head Island Improvement Project as a top priority under the Policy Agenda for the 2018 Beaufort County Strategic Plan.

Adopted this ____ day of _____ 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

RESOLUTION NO. 2018/___

A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN SOLAR, LLC, AND BEAUFORT COUNTY, SOUTH CAROLINA

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Seabrook Solar, LLC (the “Property Owner”) and Beaufort County , South Carolina (the “County”) entered into that certain Development Agreement on _____, and recorded on _____, in the office of the Beaufort County Register of Deeds in Book _____, at Page ____ (the “Development Agreement”); and

WHEREAS, the Property Owner and the County desire to address certain matters related to buffers, landscaping and screening, and further desire to enter into an amended and restated development agreement (the “Amended and Restated Development Agreement”) to address such and meet certain public notice requirements of the Beaufort County Community Development Code; and

WHEREAS, Beaufort County Council held a public hearing to receive comment on the Amended and Restated Development Agreement on December 10th, 2018; and

WHEREAS, the County and the Property Owner have now concluded their negotiations with respect to the terms for the Amended and Restated Development Agreement.

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

Section 1. The Chairman and Clerk of Beaufort County Council are hereby authorized to execute the Amended and Restated Development Agreement, attached to this Resolution as Exhibit A and incorporated herein by reference, on behalf of Beaufort County.

Section 2: This Resolution shall become effective immediately upon adoption by Beaufort County Council.

ADOPTED this 10th day of December, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

PAUL D. SOMMERVILLE, CHAIRMAN
BEAUFORT COUNTY COUNCIL

ATTEST:

Connie L. Schroyer
Clerk of Council

Exhibit A
Amended and Restated Development Agreement

MEMORANDUM

TO: Beaufort County Natural Resources Committee
FROM: Nicole Scott Ewing, Esq.
DATE: November 19, 2018
RE: Amendment to Seabrook Solar Development Agreement

Beaufort County Council approved the Seabrook Solar Development Agreement on August 27, 2018 (the “Development Agreement”). The Property Owner intends to establish a photovoltaic solar energy facility within the County and anticipates investing \$100,000,000 in the project. The Development Agreement vests the Property Owner’s development rights and provides a decommissioning process and a \$266,000 per year development fee paid to the County for 30 years (just over \$8 million in total). Beaufort County Council also approved a fee-in-lieu of tax (“FILOT”) agreement for the facility and agreed to place the property in a multi-county industrial park.

Subsequent to approval of the Development Agreement, the Property Owner learned its interpretation of the Beaufort County Development Code regarding buffers and screening differed from that of the Community Development Department, resulting in a significant increase in project costs that would render the project unviable. In order to mitigate those increased costs and focus dollars on public-benefit projects instead of redundant landscaping along the tree-lined perimeter of the site not visible to the public, the Property Owner proposes a development agreement amendment that meets the County’s goals and ensures the project’s success. The amendment provides:

- Contribution In-Lieu (Start-Construction): Property Owner will make a payment of \$850,000 to the County at start of construction.
- Contribution In-Lieu (Year 4): At the County’s election following the 3rd year of operation, Property Owner will either make an additional \$200,000 payment to the County or install \$200,000 in supplemental on-site plantings in areas identified by the County along the perimeter of the project site.
- Donation to Public-Benefit Project: The Property Owner will contribute \$250,000 to Friends of the Spanish Moss Trail.
- Vegetative Screen: Property Owner will install a 50-foot wide vegetative screen along Trask Parkway and Keans Neck Road at an estimated cost of \$565,000. Plantings will include a mixture of shrubs and understory trees as described in the Buffer & Screening Proposal Exhibit.

- Removal of Trees: Property Owner is authorized to remove no more than 7,900 inches of specimen trees from the Property in order to address site constraints and shading that would reduce electricity generation and undermine viability of the project.

The Property Owner respectfully requests that the Natural Resources Committee recommend approval of the amendment for the following reasons:

1. The proposal meets the County's goal of screening the solar facility from Trask Parkway and Keans Neck Road;

2. The County will receive just over \$8 million in increased revenue during the term of the 30-year FILOT compared to an estimated \$80,000 in taxes over 30 years if the property continues its agricultural use designation;

3. Land may be returned to previous agricultural use at end of project life, which protects 636 acres along the Trask Parkway Corridor from being permanently subdivided into residential lots or developed for mining & resource extraction, waste management or other T2 allowed use;

4. The facility generates significant revenue for the County while placing little to no demand on County infrastructure and services, including roads, water, sewer, fire, EMS and schools;

5. The facility will generate enough clean, renewable electricity to power 13,100 homes without using water, creating air emissions or producing waste products; and

6. The facility's low visual profile and quiet operations preserve the rural, open-space character of the area.

AMENDEND AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

SEABROOK SOLAR, LLC,

AND

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2018

**Prepared by:
Nicole Scott Ewing
Nexsen Pruet, LLC
205 King Street
Charleston, SC 29401**

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

SEABROOK SOLAR, LLC

AND

BEAUFORT COUNTY, SOUTH CAROLINA

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EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations
- Exhibit G: Legal and Equitable Owners
- Exhibit H: Buffers and Landscaping Plan for the Paragon Site
- Exhibit I: Tree Removal Areas for Paragon Site
- Exhibit J: Paragon Site Fee Schedule
- Exhibit K: Resolution Approving the Amended and Restated Development Agreement

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
SEABROOK SOLAR, LLC,
AND
BEAUFORT COUNTY, SOUTH CAROLINA,**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, 2018, which shall be the date of recording of this fully approved and executed Agreement (the "Effective Date"), by and between Seabrook Solar, LLC, a Delaware limited liability corporation ("Property Owner"), and Beaufort County, a political subdivision of the State of South Carolina ("County")

RECITALS

This Agreement is predicated upon the following:

1. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
2. Division 7.3 of Article 7 of the Beaufort County Community Development Code governs Beaufort County's participation in development agreements.
3. Beaufort County Council ("County Council") approved that certain Seabrook Solar Development Agreement by and between the County and Property Owner on August 27, 2018,

pursuant to Ordinance No. 2018-27, a copy of which is attached hereto as Exhibit E and incorporated herein by reference.

4. County Council held a public hearing to receive public comment on the Agreement on December 10, 2018, after posting the Real Property, as defined below, and sending notice to all property owners within 500 feet of the Real Property.

5. County Council adopted Resolution Number _____ on the ____ day of _____, 2018, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit K, and incorporated herein by reference.

NOW THEREFORE, in consideration of the promises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The Real Property subject to this Agreement currently consists of approximately one thousand forty-two (1,042) acres, of which approximately eight hundred eighty (880) acres are highland. A legal description of the Real Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Amended and Restated Development Agreement, including the recitals and exhibits attached hereto.

(b) “Annual Development Fee” means that minimum payment made to Beaufort County by Property Owner, its successors or assigns pursuant to Paragraph 14 herein.

(c) “Comprehensive Plan” means the Beaufort County Comprehensive Plan, Ordinance No. 2011/1, adopted on January 11, 2011, pursuant to S.C. Code Section 6-29-510, et seq., as amended, and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “County” means Beaufort County, South Carolina.

(e) “Current Regulations” mean the Comprehensive Plan and the Beaufort County Community Development Code, Ordinance No. 2014/36, as adopted by County Council on December 8, 2014, all as amended through the Effective Date hereof. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(f) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) “Facilities” means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Beaufort County pursuant to Section 14, Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(j) “FILOT Agreement” means that certain Fee in Lieu of Tax and Incentive Agreement by and between/among the County, and Project McClellan (as defined in the FILOT Agreement) dated as of the _____ day of _____, 2018 as may be amended, supplemented, or modified from time to time.

(k) “FILOT Project” shall have the meaning ascribed to such term in the FILOT Agreement.

(l) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property.

(m) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of Real Property, and includes laws governing

permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(n) “Lot” means a Development Parcel identified in a Subdivision Plat recorded in the Beaufort County Register of Deeds Office.

(m) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(o) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a solar facility or other permitted facility or operation for which no appeal has been taken within the time required by law.

(p) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B, including but not limited to the development of a solar facility.

(q) “Property Owner” means Seabrook Solar, LLC, a Delaware limited liability corporation, who has an equitable interest in the Real Property, together with all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Seabrook Solar, LLC’s successors in interest or

successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(r) “Real Property” is the real property referred to in Section 1 and Section 5 and includes any improvements or structures customarily regarded as part of real property.

(s) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(t) “Term” shall have the meaning set forth in Section 16 of this Agreement.

(u) “Vested Rights” shall have meaning set in section 9(b) of this agreement.

3. Compliance with South Carolina Code Section 6-31-60. Pursuant to South Carolina Code Section 6-31-60, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit G.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately eight hundred eighty (880) acres of highland and approximately one hundred sixty-two (162) acres of wetlands, with a total gross acreage of approximately one thousand forty-two (1,042) acres.

Property Owner may notify County from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of such properties owned by Property Owner with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the properties desired to be added to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

6. Intent of the Parties. The parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of Property Owner, to their successors in title and/or assigns. The parties are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, et seq. To that end, the parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the Term of this Agreement.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the County's Comprehensive Plan and Current Regulations.

Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance,

special exception, or appeal authority of other bodies contained in Code of Laws of South Carolina § 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations,. The Current Regulations, with the exception of the Comprehensive Plan, are attached hereto as Exhibit D. The County may apply a subsequently adopted law to a development that is subject to this Agreement only if the subsequently adopted law meets the requirements of the Code of Laws of South Carolina § 6-31-80(b), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project as more fully described in the Current Regulations.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

A. LAND USES AND INTENSITIES

(a) Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the T2-R zoning district, as described in the Current Regulations, attached hereto as Exhibit D, are allowed on the Real Property. The County acknowledges and agrees that a solar facility is a permitted use under the T2-R zoning district, and that Property Owner's intent is to construct a 72.5 megawatt solar facility (the "Solar Facility") on the Real Property.

(b) Standards. All standards and regulations pertaining to the T2-R zoning district, as applicable, including but not limited to building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as International Building, Fire and Electrical Codes, shall also apply.

(c) Buffers and screening for Paragon Site. Notwithstanding the provisions of Paragraph (b) above, Property Owner shall establish the following buffers and screening for the Solar Facility to be located on approximately six hundred and sixty-two hundredth acres of the Real Property, identified as TMS No. and commonly known as the "Paragon Site":

(1) A 100' buffer around the entire perimeter of the solar facility pursuant to Section 4.1.120 of the Development Code, consisting of existing vegetation; and

(2) An additional 50' planted Thoroughfare Buffer along Trask Parkway and Keans Neck Road pursuant to Table 5.8.50 of the Development Code,

all as more particularly shown and described in Exhibit H. The buffers and screening described herein are the only buffers and screenings required for the solar facility located on the Paragon Site; provided, however, that a 50' strip of existing vegetation shall remain around any jurisdictional wetlands.

(d) Tree Mitigation for the Paragon Site. Property Owner is permitted and authorized to remove specimen trees in the tree removal areas designated on Exhibit B, which is attached hereto and incorporated herein by reference. However, in no event shall the total diameter of all specimen trees removed exceed 7,900 inches.

County and Property Owner acknowledge and agree that no tree mitigation fees or on-site mitigation is required or shall be required in the future for the Paragon Site.

B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL

Conceptual, preliminary plans and final plats, as defined in the Current Regulations, as applicable, for each phase of the Development shall be submitted for review and approval pursuant to the applicable provisions of the Current Regulations, but shall utilize and be subject to the subdivision and development permitting processes in effect at the time of submission.

In addition to the fees set forth below, Property Owner shall make the following contributions:

(1) A contribution of \$850,000 to the County, to be paid within thirty (30) business days of the start of construction of the solar facility as evidenced by the earlier of (i) issuance of full notice to proceed pursuant to the project's engineering, procurement, and construction contract; or (ii) the driving of piles for the first mounting structure at the Paragon site for a solar array (exclusive of any mounting structures installed for purposes of gathering meteorological, solar insolation and similar data) (the "Start of Construction"). This contribution shall be utilized evenly between the northern and southern portions of the county, i.e., \$425,000 shall be utilized in that portion of the county north of the Broad River and \$425,000 shall be utilized in that portion of the County south of the Broad River;

(2) A contribution of \$250,000 to the Friends of the Spanish Moss Trail for the construction of the Spanish Moss Trail across Ribaut Road in Port Royal, to be paid within thirty (30) business days of the Start of Construction as defined above.

In addition to the above, at County's election following the third (3rd) year of commercial operation, Property Owner will either contribute an additional \$200,000 to County, to be used at its discretion, or install supplemental on-site plantings in areas identified by the County along the perimeter of the project site at a cost not exceed \$200,000, inclusive of materials, labor, irrigation or other establishment costs.

At the beginning of the fourth (4th) year of commercial operation, County shall notify Property Owner, in writing, of its election. The supplemental on-site plantings, if elected, shall be installed in the fourth (4th) year of commercial operation, in a manner and at a time determined by Property Owner. In the event County elects to receive the

contribution, Property Owner shall remit said contribution to the County within sixty (60) days of receipt of the written notice.

County acknowledges and agrees that the contributions set forth above, the fees set forth on Exhibit J, the Annual Development Fee, and any business licenses fees are the only fees necessary for the development and operation of a solar facility on the Paragon Site, and notwithstanding any other provision herein, in no event shall the amount of such fees exceed the amounts set forth in Exhibit J.

C. DECOMMISSIONING

Property Owner acknowledges and agrees that decommissioning will be required following a continuous period of twelve (12) months in which no electricity is generated by the Solar Facility other than for mechanical, repair, replacement, and/or maintenance purposes.

Property Owner shall submit a decommissioning plan that describes the anticipated life of the Solar Facility; the estimated decommissioning costs in current dollars; the method for ensuring that funds will be available for decommissioning and restoration; and the anticipated timeline and manner in which the Solar Facility project will be decommissioned and the site restored to its condition prior to the development of the solar facility. The decommissioning plan shall be recorded in the Beaufort County Register of Deeds prior to the issuance of a Zoning Permit, as such term is defined in the Current Regulations.

Property Owner shall have twelve (12) months to complete decommissioning of the Solar Facility. Decommissioning shall include removal of solar panels, foundations, structures, cabling, electrical components, conduit, and any other associated facilities as described in the decommissioning plan.

Prior to the issuance of the Zoning Permit, the applicant must provide County with a performance guarantee in the form of a corporate guarantee from an investment grade company or other equivalent security acceptable to the County in the amount of 125% of the estimated decommission cost minus the salvageable value, or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in South Carolina, and the County will be the holder of the guarantee.

Every five (5) years a new engineer's estimate of the probable cost of decommissioning shall be submitted for approval in the same manner as the initial submission, and the letter of credit, corporate guarantee, or other financial security acceptable to the County shall be adjusted upward or downward as necessary.

12. Facilities and Services. Although the nature of this long-term project prevents Property Owner from providing exact completion dates, the general phases of Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. Property Owner certifies that the Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein. Subject to compliance with applicable Laws, all provisions of this Agreement, required subdivision and development approvals, and prior approval of construction plans by the County or other applicable governmental entity, the County hereby authorizes Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, Property Owner hereby assures County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. Property Owner or a third party shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations. Property Owner or a third party shall also be responsible for repairing any damage made to public roads or highways used to access the Real Property during construction, and surety to ensure such may be required by the County.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the Facilities for water and sewer on the Real Property will be provided by the Beaufort-Jasper Water Authority. In the event public sewer is not practically available to the Property through the Beaufort-Jasper Water and Sewer Authority, nor subject to a required tie-in under their policies due to the distance to the existing sewer lines, septic fields may be utilized on the Property, subject to DHEC and County permitting in the usual and customary course.

13. Traffic Considerations. Access to the Project will be from US Highway 21 and Keans Neck Road, and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the owning and/or maintaining entity prior to the beginning of construction on the Property, and if required by the owning or maintaining entity, security in the form of an acceptable financial instrument in an amount sufficient to ensure repair of the roads, shoulders, and paving surface shall be a condition precedent to the granting of a subdivision or development permit by the County.

14. Fees.

(a) Development and Impact Fees. County and Property Owner agree that Property Owner will pay, or cause to be paid by a third party, all road and fire impact fees (the “Impact

Fees”) as same may become due. Other than the Impact Fees and subject to Section 11, County specifically acknowledges and agrees that there are no development fees currently imposed by County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development (“Customary Fees”), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees set forth in subparagraphs 14(b) and 14(c), Section 11, the Impact Fees, and the Customary Fees.

(b) Fees-in-lieu of taxes.

(i) Property Owner and County acknowledge that all or a portion of the Project is, or will be upon being placed in service, subject to a fee-in-lieu of tax agreement pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina (the, “Negotiated FILOT Act”) (the “FILOT Agreement”) pursuant to Ordinance No. 2018-26 which was adopted by County Council on the 27th day of August, 2018, and will be included in a multi-county industrial or business park pursuant to Title 4, Chapter 1 of the Code (the “Multi-County Park Act”). The FILOT Agreement and its fee-in-lieu tax arrangement are partial consideration of the reduced impact the Project will have on schools and other services as referenced in Section 14(a).

(ii) Property Owner agrees to make, or cause to be made, an Annual Development Fee of \$ 266,296, subject to a credit against such Annual Development Fee obligation in an amount equal to the actual aggregate amount of the annual fee-in-lieu of tax payments made, or *ad valorem* taxes paid, as the case may be, with respect to the FILOT Project, whether or not pursuant to the Negotiated FILOT Act and/or the Multi-County Park Act

(the “FILOT Payments”), as described in further detail below. Annual Development Fees payable for a term equal to the scheduled term of the annual negotiated FILOT payments to be made under and pursuant to the FILOT Agreement with respect to the FILOT Project; provided however, that in the event that the FILOT Agreement is terminated due to a breach by County, Property Owner’s obligation under this Section 14(b) terminates. The County and Property Owner acknowledge and agree that the present term of the annual negotiated FILOT arrangement is equal to thirty (30) years and, as a result, Property Owner shall be, subject to the proviso set forth in the preceding sentence, obligated to make, or cause to be made, thirty (30) Annual Development Fee payments.

(iii) The Annual Development Fee is being provided in consideration, among other things, of the granting of the Multi-County Business Park status and the FILOT Agreement, the exclusion of other development fees by the County, the exemption from the application of future laws as provided herein, and to assure other public benefits pursuant to §§ 6-31-10(4) and 6-31-60(D) of the South Carolina Code of Laws, 1976 (as amended).

(iv) As the Annual Development Fee is to be offset by the payment of FILOT payments or *ad valorem* taxes actually paid, in the event the offsets are not sufficient to fully satisfy the Annual Development Fee, or because no offsetting payment or a less than full offset payment is made because of the circumstances set forth in (ii) above, Property Owner covenants and agrees the County shall have a continuing equitable lien on the Real Property (including fixtures) to secure payment of the Annual Development Fee, with such equitable lien to be superior to any mortgage on the Real Property granted after execution of this Development Agreement.

(c) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 18 of the Code of Ordinances of Beaufort, South Carolina. In lieu of a yearly calculation, Property Owner will submit a letter from a certified public account certifying the gross sales of the Project. The County agrees to provide in the FILOT Agreement a special source revenue credit for any portion of the annual business license fee that exceeds \$7,500.

15. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of this Agreement.

(b) Interim Completion Date. Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Development of the Real Property will occur:

<u>YEAR</u>	<u>% COMPLETE</u>
5	100%
10	100%

16. Term of the Agreement. The term of this Agreement shall be ten (10) years, commencing on the Effective Date; provided, however, that this Agreement shall automatically renew for two (2) five-year renewal periods.

17. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, et. seq., and Paragraph 16 hereof, this Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of Section 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. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

18. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. Notwithstanding the foregoing, it is acknowledged that state law changes affecting the payment of *ad valorem* or FILOT payments as contemplated herein shall not affect the responsibility of Property Owner, its successors or assigns, to pay the Annual Development Fee pursuant to Section 14 herein, such being a contractual liability enforceable by a civil suit for damages.

19. Periodic Review. The County Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that Property Owner has committed a material breach of the terms or conditions of this Agreement, County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Property Owner a reasonable time in which to cure the material breach.

If Property Owner fails to cure any material breach within the time given, then County unilaterally may terminate or modify this Agreement or, in the case of a failure to pay the Annual Development Fee, County may seek actual damages in such appropriate civil cause of action in the Court of Common Pleas for Beaufort County; provided, that in the case of a modification or termination, the County has first given Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

20. Severability. Subject to the provisions of Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

21. Merger. This Agreement, coupled with its exhibits, which are incorporated herein by reference, shall state the final and complete expression of the parties' intentions. In return for the respective rights, benefits and burdens undertaken by the parties, and subject to Code of Laws of South Carolina §6-31-80(B) Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

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.

22. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

23. Venue. Any action brought under or involving this Agreement shall be brought in Beaufort County, South Carolina.

24. Default. (i) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the parties agree that neither party is entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. It is expressly acknowledged that specific remedies for a breach of the Agreement to pay the Annual Development Fees are set forth elsewhere herein, including but not limited to, Sections 14 and 18.

(ii) Each party recognizes that the other party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the parties agree that any non-breaching party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

25. Recording. Within fourteen (14) days after execution of this Agreement, Property Owner shall record the agreement with the Beaufort County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.

26. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not parties or successors and assigns to this Agreement.

27. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

28. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to Property Owner's obligations in this Agreement, and specifically the responsibility for payment of the monetary obligations hereunder, including but not limited to the Annual Development Fee and the priority of the equitable lien of County, said document to be in recordable form and provided to County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to County from third parties.

This Agreement shall also be binding on County and all future County Councils for the duration of this Agreement to the extent authorized by law.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes a “Property Owner” under and within the meaning of this Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as a “Property Owner” and the acknowledgement referred to in subparagraph 28(a).

(ii) Transfer of Facility and Service Obligations. If Property Owner transfers any portion of the Real Property on which Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then Property Owner shall be required to obtain a written agreement in substantially the same form as Exhibit F, attached hereto and incorporated by reference, expressly assuming the development obligations with regard to the parcel conveyed and the potential Development of same. Property Owner shall notify County within thirty (30) days after the conveyance of the property, provide County the applicable documents

assigning the development obligations to the transferee, and record the same in the office of the Beaufort County Register of Deeds.

(iii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by County will be binding on County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

29. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement

or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Beaufort County Administrator
100 Ribaut Road
Beaufort, SC 29901

With copies to:

Beaufort County Attorney
P.O. Drawer 1228
Beaufort, SC 29901

To Seabrook Solar, LLC:

Seabrook Solar, LLC
350 West Washington Street
Suite 600
Tempe, Arizona 85281
Attention: General Counsel
Email: GeneralCounsel@firstsolar.com

Seabrook Solar, LLC
11757 Katy Freeway
Suite 400
Houston, TX, 77079
Attention: Omar Aboudaher
Email: Omar.Aboudaher@firstsolar.com

Seabrook Solar, LLC
11757 Katy Freeway
Suite 400
Houston, TX, 77079

Attention: Geoff Suttle
Email: Geoff.Suttle@firstsolar.com

With copies to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
ATTN: Nicole Scott Ewing, Esquire

Nexsen Pruet, LLC
120 Main Street
Columbia, SC 29201
ATTN: Tushar Chikhliker, Esquire

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

Witness:

BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

Attest: _____

Thomas J. Keaveny II, County Attorney

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Beaufort, by D. Paul Sommerville, its Chairman, and Thomas J. Keaveny II, its County Attorney, personally known to me or having provided satisfactory proof of their identity, appeared before me this ____ day of _____, 2018, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

Witnesses:

SEABROOK SOLAR, LLC,
a Delaware limited liability company

By: _____

Kathryn Arbeit

Its: Vice-President, Project Development

STATE OF _____)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, _____, Notary of the Public of the State of _____, do hereby certify that Seabrook Solar, LLC, by Kathryn Arbeit, its Vice-President, Project Development personally known to me or having provided satisfactory proof of their identity, appeared before me this ____ day of _____, 2018, and acknowledged the execution of the foregoing instrument.

Notary Public for _____

Print Name: _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations
- Exhibit G: Legal and Equitable Owners
- Exhibit H: Buffers and Landscaping Plan for the Paragon Site
- Exhibit I: Tree Removal Areas for Paragon Site
- Exhibit J: Paragon Site Fee Schedule
- Exhibit K: Resolution Approving the Amended and Restated Development Agreement

EXHIBIT A

Legal Description

[TO BE INSERTED]

EXHIBIT B

Boundary Plat

[TO BE INSERTED]

EXHIBIT C
Development Schedule

<u>Year</u>	<u>Percent Complete</u>
0-5	100%
6-10	100%

EXHIBIT D

Current Regulations

[TO BE INSERTED]

EXHIBIT E

Development Agreement Ordinance

[TO BE INSERTED]

EXHIBIT F

Form Partial Assignment and Assumption of Rights and Obligations

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BEAUFORT) PARTIAL ASSIGNMENT AND
) ASSUMPTION OF RIGHTS AND
) OBLIGATIONS UNDER
) DEVELOPMENT AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this ____ day of _____, 201_, by and between Seabrook Solar, LLC, a Delaware limited liability company (“Assignor”) and the _____, _____ (“Assignee”).

RECITALS:

WHEREAS, on or about _____, 2018, Assignor entered into that certain Seabrook Solar Development Agreement (“Agreement”) with Beaufort County, South Carolina (the “County”), incident to the future development of approximately one thousand forty-two (1,042) acres of real property, as further described on Exhibit “A” attached hereto (the “Property”), which Agreement was recorded in the Office of the Register of Deeds of Beaufort County, South Carolina (the “ROD”) in Book ____ at Page _____; and

WHEREAS, on _____, _____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit “B” attached hereto (the “Transferred Property”), by that certain _____ deed recorded on _____, _____ in the ROD in Volume ____ at Page ____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres with a density not to exceed _____ (____) square feet (as further described in Section 11.A. of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

(i) Payment of the Annual Development Fee in the amount of \$_____ applicable to the assigned property; and

(ii) _____

3. Default and Enforcement of Provisions. As provided in Sections 19 and 24 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, as well as any other legal or equitable remedies, including, but not limited to, actual damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under section 28(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

To Assignor:

Seabrook Solar, LLC
c/o Adger Solar

20 Towne Drive, Suite 388
Bluffton, SC 29910
ATTN: William Moore
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
Attn: Nicole Scott Ewing, Esq.
843-720-1716
843-414-8821
newing@nexsenpruet.com

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

SEABROOK SOLAR, LLC

Witness

By: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, , the undersigned Notary of the Public of the State of South Carolina, do hereby certify that _____, _____ of Seabrook Solar, LLC, personally appeared before me this _____ day of _____, 2018 and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Exhibit A to Partial Assignment
Property

Exhibit B to Partial Assignment
Transferred Property

EXHIBIT G

Legal and Equitable Owners

1. Essex Farms, LLC
2. Paragon Produce, LLC
3. Seabrook Solar, LLC

EXHIBIT H

Buffers and Landscaping Plan for Paragon Site

EXHIBIT I

Tree Removal Areas for Paragon Site

EXHIBIT J

Paragon Site Fee Schedule

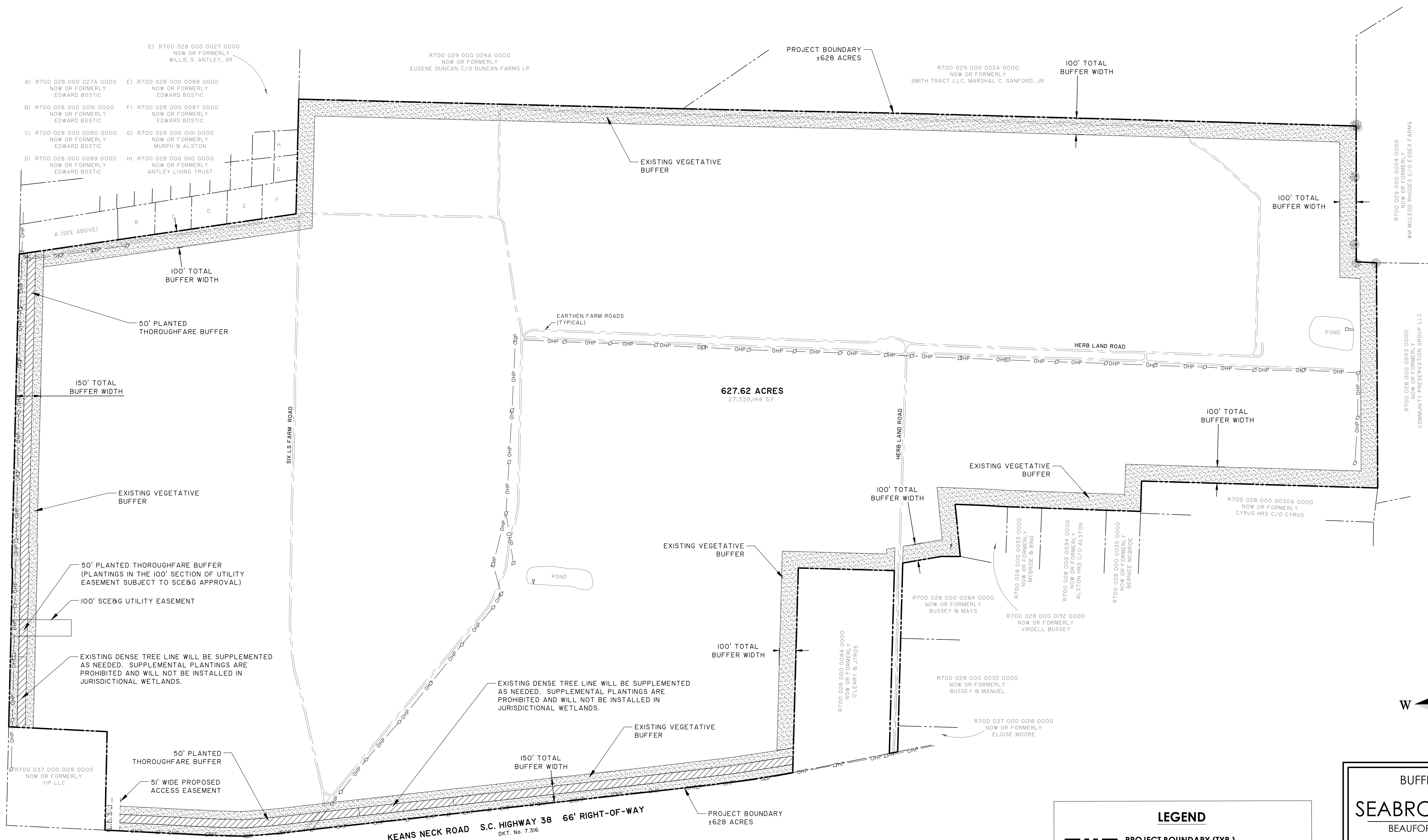
Building Permit:	\$ 169,505
Plan Review:	\$ 84,752
Road Impact Fee:	\$ 115,979
Fire Impact Fee:	\$ 5,000
Filing/Engineering Insp.	\$ 2,000
Zoning Permit	\$ 25
Stormwater Review	\$ 75
Site Plan Review	\$ 2,000

EXHIBIT K

Resolution Approving the Amended and Restated Development Agreement

2024/05/27 09:00:00 \\p001\shared\2024\05\27\0523 - MapInfo & Buffer.mxd - Doc. 2, 2024 - 10:27:14 AM

TRASK PARKWAY U.S. HIGHWAY 21 RIGHT-OF-WAY VARIES
FILE 7437 PROJ. F-093 (7)



- A) R700 028 000 027A 0000 NOW OR FORMERLY EDWARD BOSTIC
- B) R700 028 000 0091 0000 NOW OR FORMERLY EDWARD BOSTIC
- C) R700 028 000 0090 0000 NOW OR FORMERLY EDWARD BOSTIC
- D) R700 028 000 0089 0000 NOW OR FORMERLY EDWARD BOSTIC
- E) R700 028 000 0027 0000 NOW OR FORMERLY WILLIE S. ANTLEY, SR
- F) R700 028 000 0088 0000 NOW OR FORMERLY EDWARD BOSTIC
- G) R700 028 000 0087 0000 NOW OR FORMERLY EDWARD BOSTIC
- H) R700 028 000 0101 0000 NOW OR FORMERLY MURRH B ALSTON
- I) R700 028 000 010 0000 NOW OR FORMERLY ANTLEY LIVING TRUST

EXISTING VEGETATIVE BUFFER

50' PLANTED THOROUGHFARE BUFFER (PLANTINGS IN THE 100' SECTION OF UTILITY EASEMENT SUBJECT TO SCE&G APPROVAL)

100' SCE&G UTILITY EASEMENT

EXISTING DENSE TREE LINE WILL BE SUPPLEMENTED AS NEEDED. SUPPLEMENTAL PLANTINGS ARE PROHIBITED AND WILL NOT BE INSTALLED IN JURISDICTIONAL WETLANDS.

50' PLANTED THOROUGHFARE BUFFER

51' WIDE PROPOSED ACCESS EASEMENT

EXISTING DENSE TREE LINE WILL BE SUPPLEMENTED AS NEEDED. SUPPLEMENTAL PLANTINGS ARE PROHIBITED AND WILL NOT BE INSTALLED IN JURISDICTIONAL WETLANDS.

LEGEND

- PROJECT BOUNDARY (TYP.)
- OHP — OVERHEAD POWER LINE
- ▨ 50' PLANTED THOROUGHFARE BUFFER
- ▩ EXISTING VEGETATIVE BUFFER (100' TOTAL WIDTH)

*EXISTING VEGETATIVE BUFFER - THESE BUFFERS MAY BE DISTURBED DURING CONSTRUCTION AND ARE EXPECTED TO NATURALLY REVEGETATE WITHOUT INSTALLED PLANTINGS.

BUFFER EXHIBIT

SEABROOK SOLAR

BEAUFORT COUNTY, SC

PREPARED FOR:
SEABROOK SOLAR, LLC

PREPARED BY:
THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

JOB NO: J-27415.1003	DATE: 11/8/18
DRAWN: TAC	SCALE: 1" = 300'
REVIEWED: KMS	SHEET: EXH

PROJECT OVERVIEW:

SEABROOK SOLAR

December 10, 2018



LEADING THE WORLD'S
SUSTAINABLE ENERGY FUTURE



PROJECT OVERVIEW

Seabrook Solar is a 72 MW_{AC} solar project under development in Beaufort County, SC

Technology	<ul style="list-style-type: none"> • First Solar solar photovoltaic modules mounted on single-axis trackers
Project Site	<ul style="list-style-type: none"> • 628 acres of private land located at Trask Parkway & Keans Neck Road
Schedule	<ul style="list-style-type: none"> • Construction Start Mar. 2019 • Commercial Operation Dec. 2019
Offtake	<ul style="list-style-type: none"> • 20-year Power Purchase Agreement with South Carolina Electric & Gas (“SCE&G”)
Interconnection	<ul style="list-style-type: none"> • Connects to SCE&G’s Burton–Yemassee 115kV transmission line via on-site switchyard
Construction & Operation	<ul style="list-style-type: none"> • First Solar Electric will serve as EPC • First Solar Energy Services will provide O&M



PROJECT BENEFITS

Seabrook Solar benefits to Beaufort County:

- Generates over \$8 million in revenue for County over 30 year term of the project's Fee In-Lieu of Property Tax Agreement compared to an estimated \$80,000 in taxes over 30 years if property continues its agricultural use designation
- Contributes \$1.1 million to the County and public-benefit projects at start of construction, plus - at the County's discretion - an additional \$200,000 in year 4 of operation
- Places little to no demand on County infrastructure and services, including roads, water, sewer, fire, EMS and schools
- Land may be returned to previous agricultural use at end of project life; protects 636 acres along the Trask Parkway Corridor from being developed for mining & resource extraction, waste management or other T2 allowed use
- Generates enough clean, renewable electricity to power over 13,000 homes without using water, creating air emissions or producing waste products
- Low visual profile and quiet operations preserve the rural, open-space character of the area



INTRODUCTION TO FIRST SOLAR

FIRST SOLAR AT A GLANCE



U.S. company headquartered in Arizona with manufacturing facilities in Ohio



Over **17GW** sold worldwide and over **\$14.5B** in project financing facilitated



Partner of choice for leading utilities and global power buyers since 1999



Strongest **financial stability & bankability** in the industry

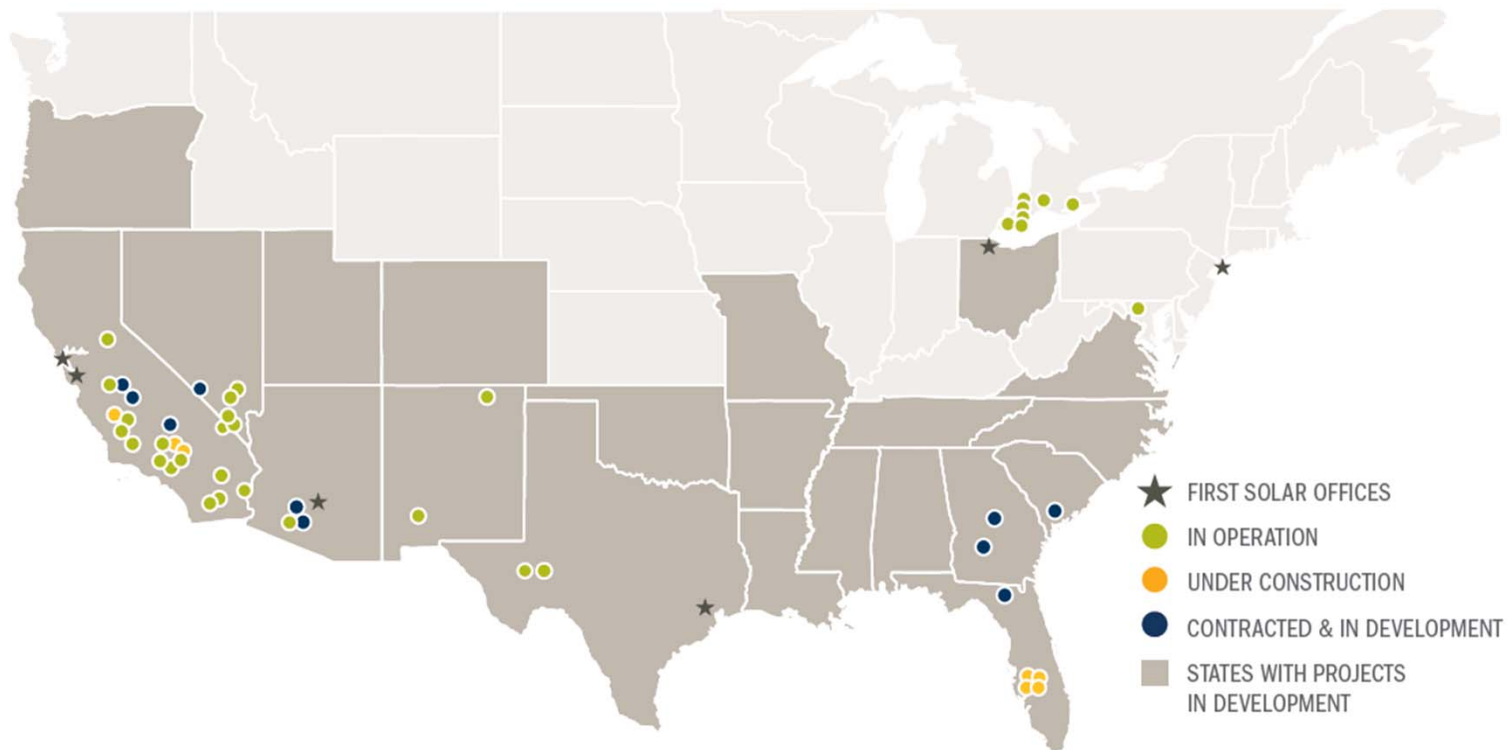


History of solar innovation with **world record efficiency**



FIRST SOLAR ONE OF THE MOST SUCCESSFUL DEVELOPERS IN N. AMERICA

6.3 GW of First Solar technology in operation, construction or contracted development in N. America



First Solar Proprietary & Confidential - General

BENEFITS OF FIRST SOLAR POWER PLANTS

Solar energy is cost-competitive today with gas, coal & nuclear energy on *unsubsidized* basis



First Solar modules provide up to 7.5% energy advantage over industry-standard crystalline silicone (c-Si) modules

First Solar is largest utility-scale solar O&M provider in the world and services over 7.4 GW in N. America

Generate electricity with no water, no air emissions, and no waste production

Low visual profile, quiet operations

Land may be returned to previous use at end-of-life



LEADING THE WORLD'S
SUSTAINABLE ENERGY FUTURE

Schroyer, Connie

From: Greenway, Eric
Sent: Monday, December 3, 2018 4:41 PM
To: Schroyer, Connie; Inglese, Christopher; Weaver, John; Keaveny, Thomas
Cc: Nicole Scott Ewing (NEwing@nexsenpruet.com); William Moore (wmoore@adgersolar.com); Geoffrey Suttle
Subject: RE: Seabrook Solar cost estimates - Reforestation Fee & Vegetative Plantings

Connie,

Please see the below email from Mr. Suttle, who is with First Solar, regarding the proposed Seabrook Solar DA Amendment. As you recall, the Natural Resources Committee requested that confirmation of the vegetation costs be provided before the next reading of the DA Amendment. Those projected costs have been provided below and the CDD staff concurs with the estimates. Please, if you will, include this email as a part of the backup documents for that particular agenda item.

Thank You,

Eric L. Greenway, AICP
Community Development Director
Beaufort County Council
Office: 843-255-2143
Cell: 843-441-6129



From: Geoffrey Suttle <Geoffrey.Suttle1@FIRSTSOLAR.COM>
Sent: Monday, December 3, 2018 3:30 PM
To: Greenway, Eric <egreenway@bcgov.net>
Cc: Nicole Scott Ewing (NEwing@nexsenpruet.com) <NEwing@nexsenpruet.com>; William Moore (wmoore@adgersolar.com) <wmoore@adgersolar.com>
Subject: Seabrook Solar cost estimates - Reforestation Fee & Vegetative Plantings

Eric,

Below are the cost estimates requested by the Natural Resources Committee at the November 19 meeting.

- **Reforestation Fee:** The Reforestation Fee for removal of 7,900 inches of Specimen Trees is \$442,400. The fee calculation per County Staff is 7,900 inches of specimen trees removed ÷ 2.5 inches per replacement tree x \$140 per tree replacement tree.
- **Vegetative Plantings:** Seabrook solar will incur an estimated \$565,000 to plant vegetation required per County ordinance in the buffer along Trask Parkway and Keans Neck Road. Planting the remaining tree-lined perimeter

of the site not visible from public roads would cost an additional \$2 million to \$8 million depending on the width and density of the vegetation planted. Incurring \$2 million or more of additional costs would render the project unviable and so Seabrook Solar has instead proposed \$1.3 million in payments to the County and other public-benefit projects.

Let me know if you have questions or need anything else in advance of the December 11 meeting.

Please also confirm you are able to pass along this information to County Council by this Wednesday, December 5.

Thank you,

Geoff Suttle

First Solar, Inc.

U.S. Project Development

Tel: (434) 249-9818

Em: Geoff.Suttle@FirstSolar.com

SCHOOL

SPEED
LIMIT
4.0

7:30-9:30 AM
2:15-3:30 PM

MON-FRI

PUBLIC NOTICE
An Application Has Been Filed With
Beaufort County For
DEVELOPMENT AGREEMENT
~~8-100-018-000-000000~~
~~8-100-018-000-000000~~
Meeting Date / Time: **December 11, 2010**
For Additional Information, Contact
The Community Development Department
(843) 255-2140, www.bcgov.net

PUBLIC NOTICE

An Application Has Been Filed With
Beaufort County For

DEVELOPMENT AGREEMENT APPROVAL
R-700-028-000-0086-0000
R-700-037-000-0128-0000

Meeting Date / Time: DECEMBER 10th 6:30PM

For Additional Information, Contact
The Community Development Department
(843) 255-2140, www.bcgov.net

RESOLUTION NO. 2018 / ____

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (TECHNICAL COLLEGE OF THE LOWCOUNTRY PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to acquire and cause to be acquired properties that are projects under Section 41-43-160 of the Act through which the industrial, commercial, agricultural and recreational development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing business enterprises to locate in and remain in the State and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act to include notes, payable by the Authority solely from revenues and receipts from any financing agreement between the Authority and any business enterprise with respect to such project and secured by a pledge of said revenues and receipts and by an assignment of such financing agreement; and

WHEREAS, the Authority and Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the “Borrower”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the South Carolina Coordinating Council for Economic Development and Beaufort County, South Carolina (the “County”), as may be required by law, to issue not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act to (i) finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center located in the County (the “Project”) to be used by or for the benefit of the Technical College of the Lowcountry (“TCL”), (ii) fund a debt service reserve fund, if any, (iii) pay interest coming due on the Bonds and (iv) pay certain issuance costs related to the Bonds, including credit enhancement fees or premiums, if any (collectively the “Financing”); and

WHEREAS, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds in connection with the Project will directly provide permanent employment for approximately 11 people, and indirectly provide permanent employment for approximately 120 people in the County and adjacent areas; and

WHEREAS, the County Council of the County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW, THEREFORE, BE IT RESOLVED by the County Council, as follows:

SECTION 1. It is hereby found, determined and declared that (i) the issuance of the Bonds and the undertaking of the Project is anticipated to subserve the purposes of the Act and to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally, and (ii) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (a) for the amount necessary in each year to pay the principal of and interest on the Bonds, (b) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (c) that the Borrower shall maintain or shall cause TCL to maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to undertake the Project.

SECTION 3. The amount of Bonds required to undertake the Financing is not exceeding \$8,000,000.

SECTION 4. The Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

SECTION 5. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its adoption.

Adopted this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
D. Paul Sommerville, Chairman, County Council

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL.

The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, *inter alia*, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers.

Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY
Harry A. Huntley, Executive Officer

BEAUFORT COUNTY, SOUTH CAROLINA
Connie L. Schroyer, Clerk to Council

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL. The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, inter alia, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902.

SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY Harry A. Huntley,
Executive Officer BEAUFORT COUNTY, SOUTH CAROLINA Connie L. Schroyer, Clerk to Council **Publish**
Dates: 11/23/2018-12/7/2018

Search Results:

05 ▾ Per Page

[Go Back](#) ◀ Page 1 of 1 ▶

Notice Type : <u>Notice of Sale</u>	Posting Date : 11/23/2018
Printer Friendly	
<p>NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL. The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, inter alia, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902. SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY Harry A. Huntley, Executive Officer BEAUFORT COUNTY, SOUTH CAROLINA Connie L. Schroyer, Clerk to Council</p>	

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**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 Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
Request to Purchase One New Holland Slope Mower/Diamond Mower Extended Reach for Stormwater Infrastructure Section

DATE: 11/19/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works' Fleet Manager to purchase one Side Arm Slope Mower to provide a replacement for a mower that has exceeded its life of operations and starting to cost in repair more than the value of the machine. The purchase is from a South Carolina State contract vendor and is offered a fair and reasonable price. The price includes a 24 Months /2000 Hours on the Mower, 12 Months on the Diamond sidearm, and 12 Months/72 Hours warranty.

Total cost of the Mower will be \$114,646 that's includes tax, equipment, software, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Cat, 50500 North Whyte Hardee Blvd. Hardeeville S.C. 29927

COST:

\$114,646

FUNDING:

50250011-54200, Stormwater Utility, Specialized Equipment. Stormwater Utility Enterprise Fund has an available fund balance of \$4.5 million as of November 20, 2018.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee meeting on November 26, 2018.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$114,646.00 to purchase the New Holland Sidearm Mowing Equipment, and warranty as outlined above in support of the Stormwater Infrastructure Section's continued effort to maintain and/or improve the County's drainage infrastructure

Attachment:  10.58 MB

cc: John Weaver, Interim County Administrator

Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons



Quote 132218-01

BEAUFORT COUNTY GOVERNMENT -
PUBLIC WORKS & MAINTENANC
84 SHANKLIN RD
BEAUFORT, SC 29901

November 13, 20188

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration

One (1) New Holland Model: TS 6.110 4wd Cab Tractors with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

Description

New Holland TS 6.110 Tractor - 4wd, Cab, HVAC, 4cyl turbo charged and intercooled diesel engine 100 hp/ 90 PTO hp, 8F x 8R powershuttle (hydraulic) transmission, cat II 3 point lift, 2 rear remote hydraulic valves, amber rotating lights, back up alarm
Warranty: 24 Months/2000 Hours

SC State Contract 4400011100 Price - \$58,147.00 each

Diamond DBM-A-P 21' Rear Cradle Boom Mower - 60" rotary head, tri hex blade carrier with blades, joystick controls, transport lock, hydraulic swing actuator, hydraulic cooling package
Warranty: 12 Months

SC State Contract 4400011018 Price - \$46,641.00 each

Woods DSW 10.50 Pull Type Mower - pivoting clevis hitch, cat 6 CV input drive shaft, 540 RPM, 21" laminated rear wheels, hydraulic cylinder and hoses
Warranty: 12 Months/72 Months Gear Box Limited

SC State Contract 4400018368 Price \$9,358.00 each

TOTAL SELL PRICE	\$114,146.00
SC SALES TAX	\$500.00
AFTER TAX BALANCE	\$114,646.00

***Includes freight and prep**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me

Sincerely,

Wiley Murph
Machine Sales Representative

Accepted by _____ on _____

Signature

TS6 SERIES

TS6.110 | TS6.120 | TS6.130 | TS6.140

TS6.120 High-Clearance



Power that's efficient, comfortable and affordable.

TS6 Series tractors are the standard of all-purpose tractors, yet these tractors are anything but basic. They're big on power and efficiency, loaded with comfort, and ready to handle your toughest tasks. In short, they're your best choice if you're looking for a strong, modern and affordable all-purpose tractor.

Flat-deck platform or Visionview™ cab, 2WD or 4WD

Four TS6 models range from 90 to 115 PTO horsepower and fit a wide range of farming practices. Choose a model with two- or four-wheel drive, with an open ROPS platform or New Holland's sleek VisionView™ cab that features excellent visibility, ergonomics and operator comfort.



Tier 4B TS6 Models	Engine	Rated Engine HP	Rated PTO HP	Standard 2WD	Heavy-duty 2WD	Standard 4WD	Heavy-duty 4WD
TS6 110	4.5L, 4-cyl	110	90	●	○	●	-
TS6 120	4.5L, 4-cyl	119	96	●	○	●	-
TS6 130	4.5L, 4-cyl	130	105	-	○	-	●
TS6 140	4.5L, 4-cyl	139	115	-	○	-	●
TS6 120 High-Clearance	4.5L, 4-cyl	119	96	-	-	●	-

● Standard ○ Optional - Not Available



Choose from two customer preferred packages then customize with options to fit your operation.

	TS6 Value Package	TS6 Plus Package
Transmission with Power Shuttle	8 x 8	16 x 8
Transport Speed	19 mph (30 kph)	25 mph (40 kph)
Implement Hydraulics	13 gpm	22 gpm
3-Point Lift Capacity	3735 lbs	5499 lbs with external control
Cab Features	Mechanical suspension seat	Air suspension seat* with swivel, plus instructor seat, rear wiper/washer, radio, overhead high-visibility panel
Loader Ready	Optional	Optional

* Cab versions only



Proven transmission choices

- 8x8 mechanical shuttle (19 mph/30 kph)
- 8x8 power shuttle (19 mph/30 kph)
- 8x8 power shuttle (25 mph/40 kph)
- 16x8 power shuttle with Hi-Lo (25 mph/40 kph)
- 10:1 creeper available (19 mph/30 kph)

TS6 Series tractors offer a selection of reliable transmissions, including a choice of a 19-mph or 25-mph road speed (4WD only) and choice of mechanical or power (forward/reverse) shuttle. The easy-to-use, left-hand power shuttle provides fast, smooth direction changes and is ideal for loader work. For slow speed applications, an optional 10:1 creeper is available on all transmissions to provide speeds as slow as 0.16 mph (0.264 kph).

Axles that are right for the job

Tailor your TS6 front and rear axles to match your specific needs. If you need a simple powerhouse, then the 2WD front axle is the right choice for you. If you need more traction or pulling ability, consider upgrading to the 4WD front axle. The larger TS6 130 and TS6 140 models come standard with heavy-duty 2WD or 4WD axles designed to handle the additional weight and stress of higher horsepower applications. The TS6 110 and the TS6 120 are equipped with standard-duty and optional heavy-duty front axles, depending on your needs. For rear axle, select the standard heavy-duty flange axle or for row spacing flexibility, choose the 98-inch bar axle.

More comfort. Better visibility.



Operating ease and superior visibility are part of the TS6 tractor design. Whether you choose a TS6 tractor with an open, flat-deck platform or the exclusive New Holland VisionView™ cab, you will experience industry-leading comfort and control. Both cab and non-cab models feature 360-degree visibility and the Command Arc console with convenient, natural placement of controls that require minimum effort. Both cab and open station versions have the Command Arc operator control console for easy use of all controls within the "sweep" of the operator's arm.

Uncluttered flat-deck platform

If you choose a TS6 tractor without a cab, you'll find the spacious, open operator platform with ROPS is a great place to work. The true flat deck gives you plenty of foot and legroom since there's no driveline hump and all pedals are suspended. The seat and tilt steering wheel adjust for your comfort, and the dash-mounted instrument cluster gives you a clear view of operating information.



Best-in-class VisionView™ cab

The VisionView™ cab features two wide clear doors, a large window in back and an expansive windshield with a sleek, curved roofline that gives you excellent visibility that is especially good for loader work. An optional high-visibility roof panel expands your view even higher so you get an effortless view to a raised loader bucket. The panel also opens for added ventilation. A retractable sunscreen for the upper windshield and roof window cuts glare.



The perfect seat

A comfortable mechanical suspension seat is standard with the Value package, while a deluxe air suspension seat with swivel and full-size, cushioned instructor seat is included in the Plus package and is optional on Value models.

10 vents for all-temperature comfort

Dual-fan cooling and heating includes 10 vents to keep you comfortable no matter what the weather.

Improved lighting

The VisionView cab features eight work lights—four in front and four in back—for working at night or in low light. Non-cab models feature a rear work light mounted on the ROPS for continued work after dark.

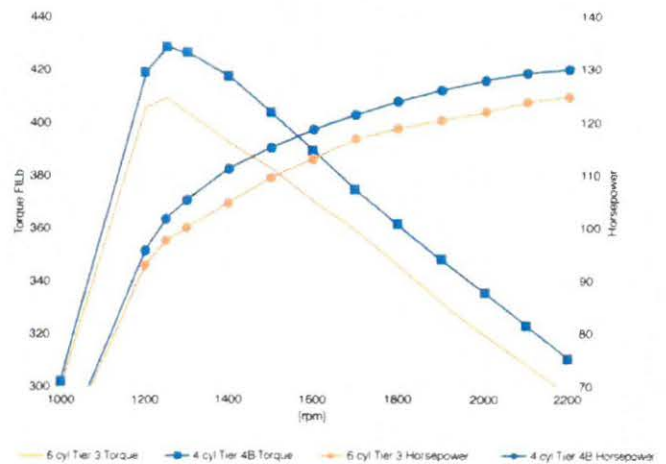
A huge leap in performance and efficiency.



TS6 Series engines are Tier 4B/final emissions certified, and deliver power and performance without compromise. The high-pressure common-rail fuel-injection system provides precise fuel metering which reduces engine noise, has better fuel combustion, higher horsepower per cylinder, lower emissions and enhanced fuel economy.

More power and torque than previous TS6 models

TS6 four-cylinder engines use the latest New Holland engine technology to maximize the power delivered per cylinder, resulting in performance that's significantly better than the Tier 3 engine used on previous TS6 models. With four valves per cylinder, and the electronically controlled high-pressure common-rail fuel system, these engines generate more torque, more quickly and hold it longer for better lugging ability. You get better throttle response and a noticeable increase in loaded engine performance in difficult crop or soil conditions.





Total flow up to 29 gpm

TS6 Series tractors have the hydraulic flow to handle demanding implements. Both Value and Plus models feature a 13-gallon-per-minute (gpm) implement pump and a dedicated 7-gpm steering pump. A 9-gpm auxiliary pump is standard on all models for a total flow of 29.



Up to 7,326 pounds of lift

You can handle heavy three-point-mounted implements with ease. The standard 3,735-pound lift capacity is a great match for most implements. Increase it to 5,499 pounds by adding one optional auxiliary lift cylinder, or add two lift cylinders to increase to 7,326-pound lift capacity. No matter how heavy the implement, the standard telescoping stabilizers and flexible link ends provide easy hook up to any 3-point hitch tool. An external ground control of the three-point hitch is included with the Plus package.

ECOBBlue™ HI-eSCR

ECOBBlue™ HI-eSCR technology—one simple solution

New Holland's ECOBlue HI-eSCR after-treatment system is a simple solution that not only reduces emissions, but also improves fuel efficiency so you complete more work with less fuel.

Complete access for easy cleaning and maintenance

The TS6 hood flips open without tools, providing unrestricted access for servicing. A longer 600-hour service interval means you stop less often for service. You stop less frequently for fill-ups too due to larger tanks – 57.5 gallons for fuel and 7.9 gallons for Diesel Exhaust Fluid (DEF).



The right loader package for you.

Outfit your TS6 tractor with the loader that is right for you. Select the simple 810LA non self-leveling loader for TS6 tractors with a 2WD front axle. Choose between the higher-capacity 830LA non self-leveling or 835LA mechanical self-leveling loaders for 4WD TS6 configurations.

The 830LA and 835LA loaders are designed for heavy-duty, high-use applications, with impressive breakout forces and dump clearances, and with lift capacities up to 3,813 pounds [835LA mechanical self-leveling] – more than enough to repeatedly lift round bales or heavy bucketloads.

The 810LA loader is ideal for the 2WD axle models with the ability to handle lighter duties around the farm, delivering up to 2,094 pounds of lift capacity to handle normal 2WD tractor chores.

No matter which loader you choose, you get easy, no-tools loader mounting and dismounting. A convenient multi coupler allows for quick hose and electrical hookup. You get your choice of SSL or Euro attachment couplers, as well as a choice of attachments including buckets, bale spears, pallet forks, grapple buckets and more. Hydraulic implement lock, a third function diverter valve and soft ride loader suspension options are also available.

Complete loader ready option

Order your TS6 tractor with the complete loader ready option and all the components required for simple loader hookup are installed at the factory. The loader ready option includes the loader joystick, two-function mid-mount valve, hydraulic plumbing to the loader mounts and grill guard.



Loader Model		810LA	830LA	835LA
TS6 Front Axle		2WD	4WD	4WD
NSL - Non Self-leveling		NSL	NSL	MSL
MSL - Mechanical Self-leveling				
Maximum lift height to pivot pin	in. (mm)	144.0 (3658)	150.0 (3810)	150.0 (3810)
Clearance with bucket dumped	in. (mm)	105.6 (2682)	112.8 (2865)	112.8 (2865)
Reach at maximum lift height	in. (mm)	30.7 (780)	33.8 (859)	33.8 (859)
Maximum dump angle	degrees	62	62	62
Reach with bucket on ground	in. (mm)	88.1 (2238)	94.4 (2398)	94.4 (2398)
Maximum rollback angle	degrees	42	45	45
Digging depth	in. (mm)	1.9 (48)	5.1 (130)	5.1 (130)
Lift capacity to maximum height 31.5' forward of the pivot pin	lbs. (kg)	2094 (950)	2557 (1160)	3813 (1730)
Breakout force 31.5' forward of the pivot pin	lbs. (kg)	3020 (1370)	3681 (1670)	3968 (1800)

NOTE: The loader specifications provided are general specifications and may vary based on tractor model, hydraulic system, tire size, etc.

MODEL		TS6.110	TS6.120	TS6.130	TS6.140
Power					
Engine type		4 cylinder, 16 valve, high pressure common rail, air-to-air intercooled turbo diesel			
Engine make / model		Fiat Powertrain Industrial / FPT NEF			
Engine displacement	cu. in. (L)	274 (4.5)	274 (4.5)	274 (4.5)	274 (4.5)
Rated engine horsepower @ 2200 RPM		110	119	130	139
Rated PTO horsepower		90	96	105	115
Emissions certification		Tier 4B/Final	Tier 4B/Final	Tier 4B/Final	Tier 4B/Final
Fuel Tank capacity	gal. (L)	57.5 (217.6)	57.5 (217.6)	57.5 (217.6)	57.5 (217.6)
DEF (AdBlue®) Tank capacity	gal. (L)	7.9 (30)	7.9 (30)	7.9 (30)	7.9 (30)
Electrical System					
Alternator	amps	120	120	120	120
Battery		12 volt w/950 CCA	12 volt w/950 CCA	12 volt w/950 CCA	12 volt w/950 CCA
Transmission					
Base transmission		8x8 synchronized hydraulic shuttle with left hand shuttle			
Optional transmission		8x8 synchronized mechanical shuttle with left hand shuttle			
Premium transmission		16x8 dual power synchronized hydraulic shuttle with left hand shuttle			
Creeper option		10:1 gear ratio	10:1 gear ratio	10:1 gear ratio	10:1 gear ratio
Rear PTO & 3-Point Hitch					
PTO rpm		540/1000	540/1000	540/1000	540/1000
3-point hitch		Category II w/flex link ends			
Base, 3-point hitch ASAE lift capacity	lbs. (kg)	3735 (1693)	3735 (1693)	3735 (1693)	3735 (1693)
Option 3, 3-pt. ASAE lift capacity	lbs. (kg)	5499 (2499)	5499 (2499)	5499 (2499)	5499 (2499)
Option 2, 3-pt. ASAE lift capacity	lbs. (kg)	7326 (3323)	7326 (3323)	7326 (3323)	7326 (3323)
Hydraulic System					
System type		Fixed displacement pumps (steering, implement, aux) with combining/diverter valve			
Hydraulic implement pump flow*	gpm (lpm)	13 (49)	13 (49)	13 (49)	13 (49)
Auxiliary hydraulic pump flow*	gpm (lpm)	9 (34)	9 (34)	9 (34)	9 (34)
Rear hydraulic remote valves*		Deluxe closed center with flow control and quick connect couplers			
Axles					
Front 4WD adjustable tread width	in. (mm)	61.4 (1,560) to 88.8 (2,256)			
Front std. 2WD adjustable tread width	in. (mm)	56 (1432) to 80 (2028)	56 (1432) to 80 (2028)	56 (1432) to 80 (2028)	56 (1432) to 80 (2028)
Front HD 2WD adjustable tread width	in. (mm)	60 (1524) to 84 (2134)	60 (1524) to 84 (2134)	60 (1524) to 84 (2134)	60 (1524) to 84 (2134)
Rear flange axle adjustable tread width	in. (mm)	64 (1620) to 80 (2028)	64 (1620) to 80 (2028)	64 (1620) to 80 (2028)	64 (1620) to 80 (2028)
Rear bar axle adjustable tread width	in. (mm)	60 (1524) to 80 (2028)	60 (1524) to 80 (2028)	60 (1524) to 80 (2028)	60 (1524) to 80 (2028)
Weight**					
Weight (shipping, 4WD, cab, flange axle)	lbs. (kg)	11,200 (5080)	11,200 (5080)	11,200 (5080)	11,200 (5080)
Weight (shipping, 4WD, cab, bar axle)	lbs. (kg)	12,192 (5530)	12,192 (5530)	12,192 (5530)	12,192 (5530)
Weight (shipping, 2WD, cab)	lbs. (kg)	9921 (4500)	9921 (4500)	9921 (4500)	9921 (4500)
Weight (shipping, 4WD, ROPS, flange axle)	lbs. (kg)	10,362 (4700)	10,362 (4700)	10,362 (4700)	10,362 (4700)
Weight (shipping, 4WD, ROPS, bar axle)	lbs. (kg)	11,002 (4990)	11,002 (4990)	11,002 (4990)	11,002 (4990)
Max. tractor weight (G.V.W.), Cab, 4WD	lbs. (kg)	17,196 (7800)	17,196 (7800)	17,196 (7800)	17,196 (7800)
Dimensions**					
Wheel base 4WD (Standard Duty Class 3)	in. (mm)	99.2 (2520)	99.2 (2520)	-	-
Wheel base 4WD (Heavy Duty Class 3)	in. (mm)	-	-	103.9 (2640)	103.9 (2640)
Wheel base 2WD Standard Duty (6 bolt hub)	in. (mm)	100.4 (2550)	100.4 (2550)	-	-
Wheel base 2WD Heavy Duty (8 bolt hub)	in. (mm)	95.8 (2432)	95.8 (2432)	95.8 (2432)	95.8 (2432)
Overall length 4WD with front weights	in. (mm)	184.7 (4690)	184.7 (4690)	184.7 (4690)	184.7 (4690)
Overall length 2WD with front weights	in. (mm)	184.5 (4687)	184.5 (4687)	184.5 (4687)	184.5 (4687)
Height to top of cab	in. (mm)	110.2 (2800)	110.2 (2800)	110.2 (2800)	110.2 (2800)
Height to top of ROPS	in. (mm)	117.3 (2980)	117.3 (2980)	117.3 (2980)	117.3 (2980)
Height to top of exhaust	in. (mm)	109.8 (2790)	109.8 (2790)	109.8 (2790)	109.8 (2790)
Available Offering Configurations					
2WD, 4WD, Cab or ROPS, in Value and Plus packages, High-Clearance (TS6 120 only)					

Not Available *Oil flow at the remote couplers will be 10% to 15% less than pump flow **Dimensions shown are with 18.4-38 R1 rear tires and 14.9-28 R1 4WD front tires or 10.00-16 2WD front tires

Clearance when it matters.

New Holland designed the TS6 120 High-Clearance tractor with vegetable and specialty crop farmers in mind.

Stand tall

New Holland understands that clearance is critically important to the success of some farming operations. With a maximum axle clearance of 28 inches, the TS6 120 High-Clearance tractor nimbly maneuvers down rows of specialty crops with ease. In order to match the needs of different farming practices and row spacing, the front axle adjusts from 72 to 84 inches.

Comfort on high

If maximum comfort is on your mind, choose the VisionView™ deluxe all-weather cab and control your own climate. However, if you enjoy being outdoors, choose the spacious flat-deck open station/ROPS platform. Both cab and open station versions have the CommandArc™ operator control console for easy use of all controls within the "sweep" of the operator's arm.

Creepier speeds when needed

The TS6 120 is available with a choice of two reliable transmissions that include the additional creeper gears to provide the ultra-slow speeds needed for precise movement through the rows during cultivating and harvest.

The traction you want

Standard electro-hydraulically activated front-wheel drive (FWD) allows you to engage FWD on-the-go for extra traction and reduced wheel slip.



MODEL**TS6.120 High-Clearance****Power**

Engine type	4 cylinder, 16 valve, high pressure common rail, air-to-air intercooled turbo diesel	
Engine make / model	Fiat Powertrain Industrial / FPT NEF	
Engine displacement	cu in. [L]	274 [4.5]
Rated engine horsepower @ 2200 RPM		119
Rated PTO horsepower		96
Emissions certification		Tier 4B/Final
Fuel Tank capacity	gal [l]	57.5 [217.6]
DEF (AdBlue®) Tank capacity	gal [l]	7.9 [30]
Electrical system		
Alternator		120 amps
Battery		12 volt with 950 CCA

Transmission

Base transmission	8x8 synchronized with left hand controlled mechanical shuttle
Optional transmission	8x8 synchronized with left hand controlled hydraulic shuttle
Creeper option	10:1 gear ratio

PTO and 3-point hitch

PTO rpm		540/1000
3-Point hitch		Category II w/flex (link ends)
Base 3-point hitch ASAE lift capacity	lbs [kg]	3,735 [1693]
Option 3-pt ASAE lift capacity	lbs [kg]	5,499 [2499]
Option 2 3-pt ASAE lift capacity	lbs [kg]	7,326 [3323]

Hydraulic system

System type	Fixed displacement pumps (steering, implement, aux) with combining/diverter valve	
Hydraulic implement pump flow*	gpm [lpm]	13 [49]
Auxiliary hydraulic pump*	gpm [lpm]	9 [34]
Rear hydraulic remote valves*	Deluxe closed center with flow control and quick connect couplers	

Axles

Rear axle type	External drop box final drive with internal wet brakes	
Front 4WD adjustable tread width	in [mm]	72 [1829] to 84 [2134]
Rear 4WD adjustable tread width	in [mm]	72 [1829] to 100 [2540]
Ground clearance** (lowest part of front axle)	in [mm]	25.25 [646]

Weight

Weight (shipping, 4WD, cab, flange axle)	lbs [kg]	11,883 [5390]
Weight (shipping, 4WD, ROPS, flange axle)	lbs [kg]	10,957 [4970]
Max. tractor weight [G.V.W.], Cab, 4WD	lbs [kg]	17,196 [7800]

Dimensions**

Wheel base	in. [mm]	107.5 [2730]
Overall length 4WD w/ front weights	in. [mm]	192.9 [4900]
Height to top of cab	in. [mm]	121.9 [3095]
Height to top of ROPS	in. [mm]	128.9 [3275]
Height to top of exhaust	in. [mm]	121.4 [3085]

*Oil flow at the remote couplers will be 10% to 15% less than pump flow.

**Dimensions are with 13.6-38R2 front and rear tires.





VALUE, SERVICE AND SOLUTIONS

There's a certain way of thinking that comes from living on a farm. Farming takes equal parts brain and brawn. Not to mention thick skin, calloused hands and a fair share of know how. Seasoned farmers know it helps to have equipment that's built by farmers, sold by farmers and used by farmers.

Support at every step. When you place your confidence in New Holland agricultural equipment, you get the finest in local support. Your New Holland dealer understands the many challenges you face and stands behind you at every step with the equipment, parts, service and financial solutions to make your job easier. Look to New Holland for a complete selection of equipment, including a full line of tractors, hay & forage equipment, harvesting, crop production and material handling equipment.

Quality parts and service. Turn to your New Holland dealer after the sale for expert, factory-trained service and genuine New Holland-branded parts. Your dealer has the very latest service updates and training to ensure your equipment keeps working productively season after season.

Financing solutions. Your New Holland dealer can tell you about smart ways to turn your financial challenges into opportunities with a portfolio of innovative financial services available through CNH Industrial Capital, including customized financing, leasing, insurance and the purchasing convenience of a Commercial Revolving Account.

For reliable equipment, parts and service — or just honest advice on farming and finance — turn to New Holland and your trusted New Holland dealer. We know. We're farmers, too.



We are proud to support the FFA.

Learn more at www.newholland.com/na

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place.

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BOOM MOWERS



**EXTEND, EXPAND,
EXCEED YOUR REACH.**



REACH FOR A **DIAMOND.**

At Diamond Mowers, we believe that no task should be beyond your grasp. Our Boom Mowers are available in a variety of lengths and cutting heads, so whether you're dealing with ditches, guardrails, fences, or a tricky slope, we've got you covered.

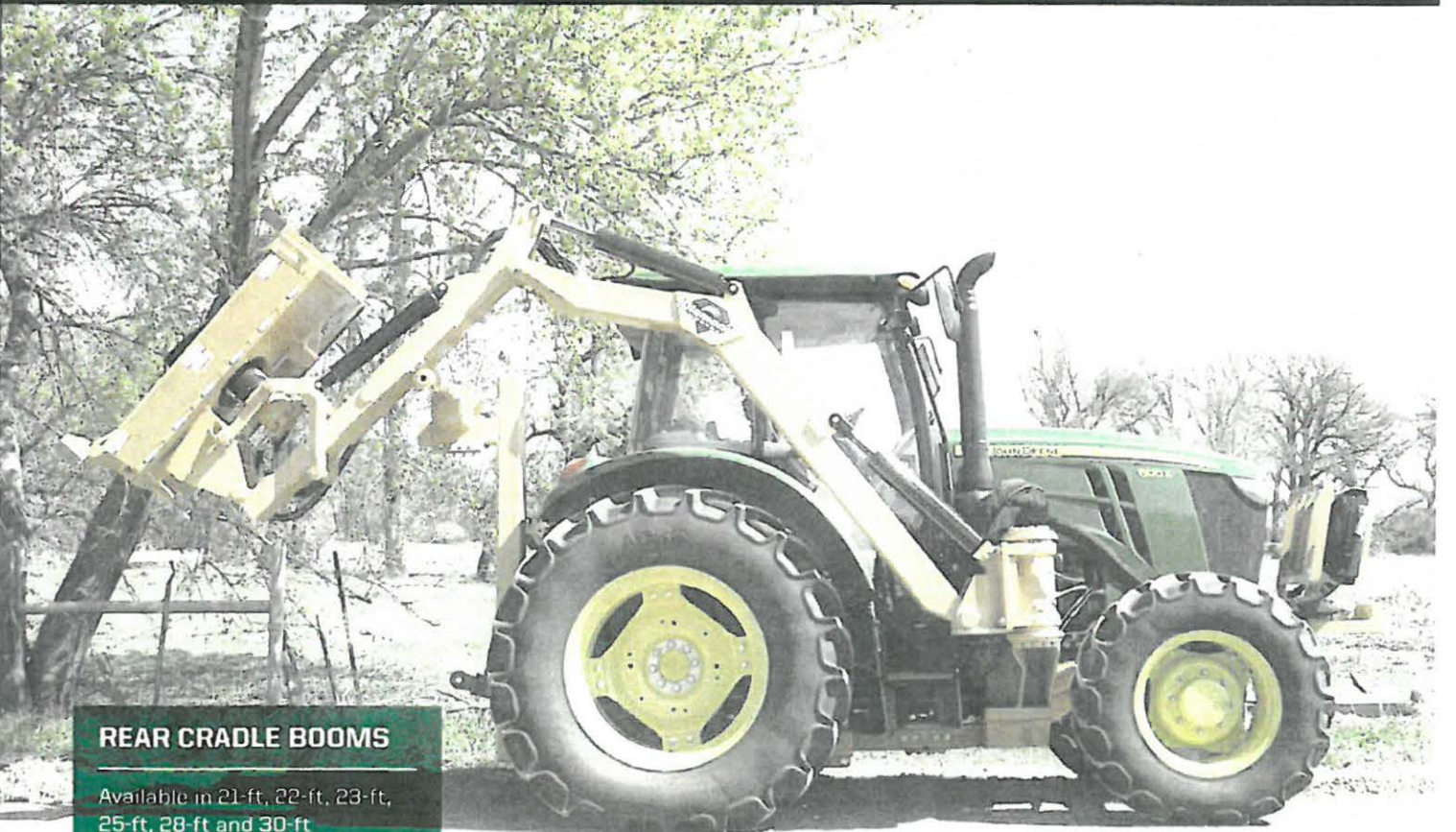
For decades, Diamond has manufactured the toughest, smartest, most reliable and safest equipment in the industry. And we back it up with unmatched customer support, a 72-hour parts guarantee, and a 30-day satisfaction guarantee.

DEMAND THE BEST. DEMAND DIAMOND.



SIDE-FOLD BOOMS

Available in 19-ft, 21-ft and 23-ft lengths



REAR CRADLE BOOMS

Available in 21-ft, 22-ft, 23-ft, 25-ft, 28-ft and 30-ft



CUTTING HEADS



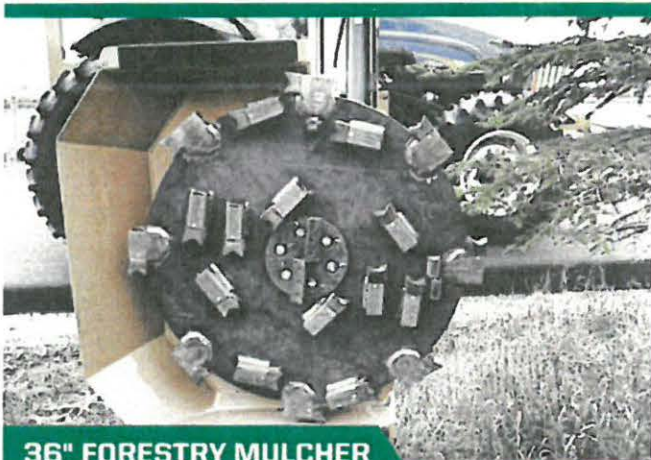
50" AND 60" ROTARY HEADS

- Cuts up to 8" diameter material
- Equipped with Diamond's exclusive Reinforcing Ring for longer life in heavy duty brush
- Proprietary Tri-Hex mulching disc provides greater inertia in tough conditions, and is covered by an unprecedented 5-year warranty



44", 50" AND 63" FLAIL HEADS

- 44" and 50" cuts up to 6" diameter material
- 63" cuts up to 2" diameter material
- Protective bonnet for safer operation
- Ideal when a finished cut is desired



36" FORESTRY MULCHER

- Cuts up to 8" diameter material
- Very fast production (up to 10x faster than a rotary head)
- Cuts with both the perimeter and bottom surface
- Ability to mulch material
- Highly efficient, hardened steel, replaceable teeth



48" SAW HEAD

- Delivers clean, finished cut
- Stand-alone head or saw blade can be used with a 50" Rotary head
- Replaceable Carbide teeth

EXCEPTIONAL QUALITY COMES STANDARD

Boom mowers come standard with a Lexan, shatter resistant replacement window for the right hand door, a tractor mainframe for a mid-mount booms, a hydraulic cooler, pump and grill guard, and a complete hydraulic system, independent of tractor, with a control valve of your choice.

Diamond leads the industry in mounting booms to Tier 4 tractors.



ROTARY MOWER HEAD

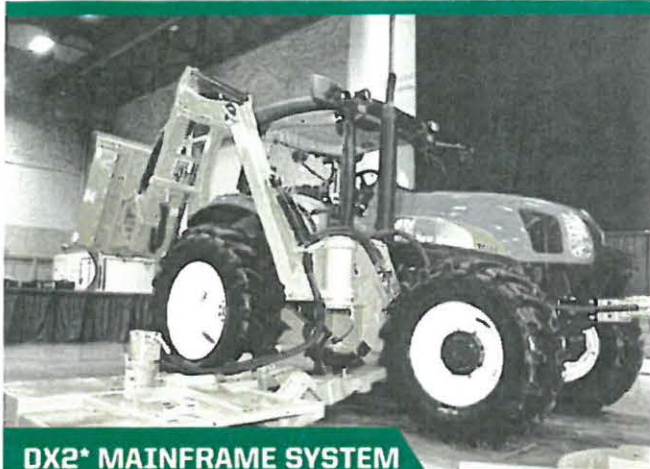
A rotary mower provides a faster cut for brush and trees leaving a rougher cut than the flail's finer finish. The rotary requires additional safety precautions, but can still cost you less to operate over the long haul.

Mower Head	Head Weight	Features
50" Rotary	831 lbs	Cuts up to 8" material
60" Rotary	965 lbs	Cuts up to 8" material
22" Ditcher	600 lbs	Includes three 3/8" thick replaceable knives
44" Flail	950 lbs	Cuts up to 6" material
50" Flail	1,068 lbs	Cuts up to 6" material
63" Flail	753 lbs	Cuts up to 2" material
48" Saw	775 lbs	Cuts up to 10" material
36" Forestry	780 lbs	Cuts up to 8" material

100% SATISFACTION GUARANTEE

PUT YOUR MOWER TO THE TEST FOR 30-DAYS.

If you're not 100% satisfied, we'll give you your money back - guaranteed.



DX2* MAINFRAME SYSTEM

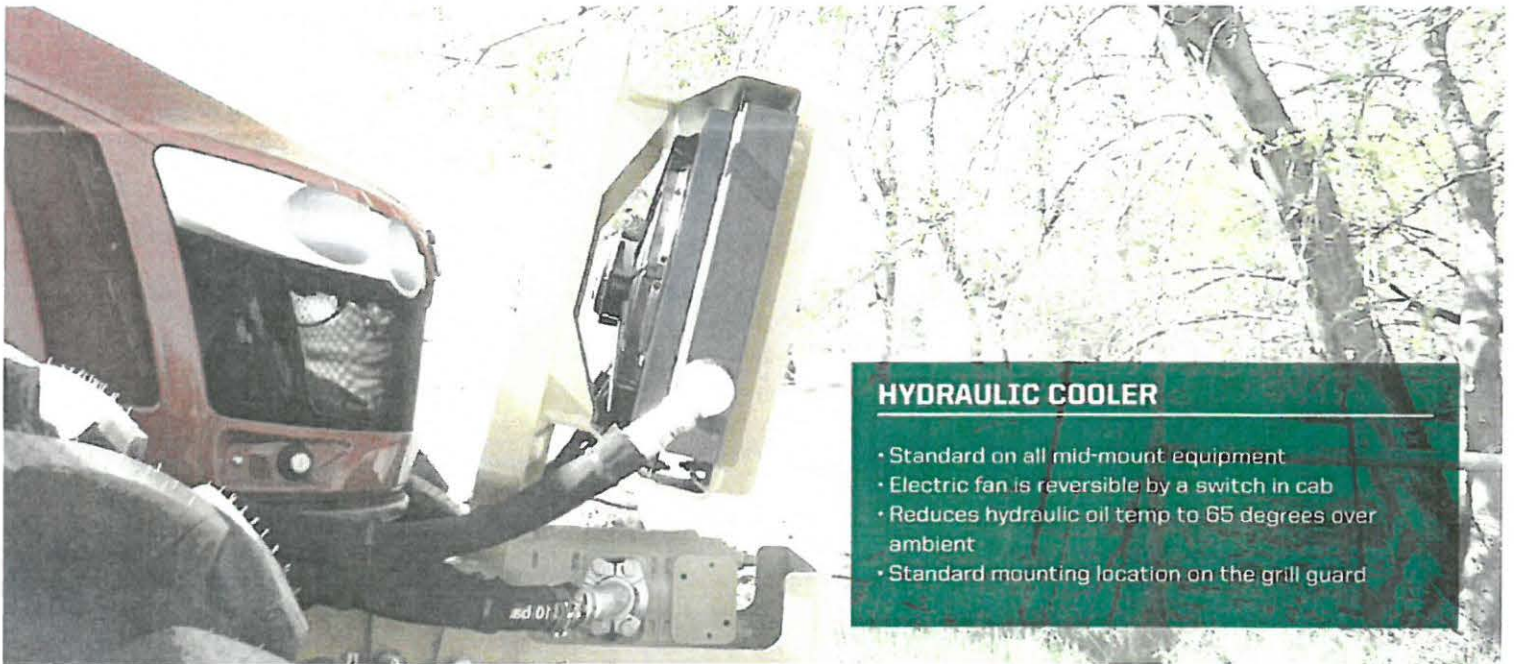
- Available on Rear Cradle Booms
- Accepts side attachments with boom in stow
- Standard on most cradle booms ordered with hydraulic actuator

*Patent Pending



DITCHER ATTACHMENT

- Ideal for ditches and culverts
- Equipped with hydraulic chute to direct exhausted material



HYDRAULIC COOLER

- Standard on all mid-mount equipment
- Electric fan is reversible by a switch in cab
- Reduces hydraulic oil temp to 65 degrees over ambient
- Standard mounting location on the grill guard

ADDITIONAL OPTIONS

5-FUNCTION CONTROL

- Provides additional control to the hydraulic trap door or 30-ft. telescopic boom

FRONT, SIDE, OR FENDER HYDRAULIC TANK MOUNT

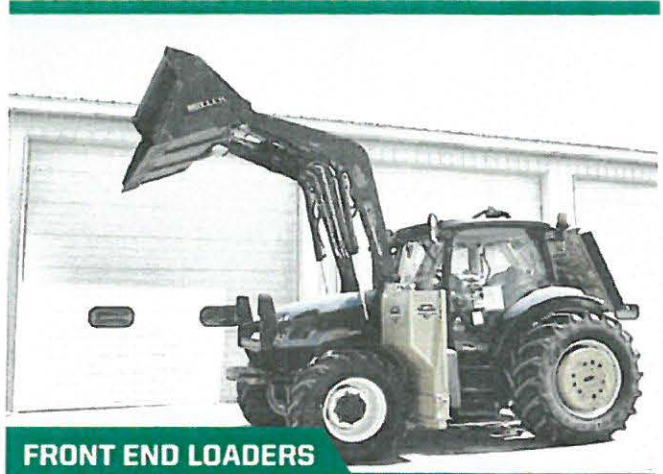
- Location is dependent on tractor model

BOOM OPTIONS AND UPGRADES



4-FUNCTION PROPORTIONAL CONTROL JOYSTICK

- Improved ergonomics and decreased operator fatigue
- Increased mowing speed in tough terrain because of shorter operator reaction time



FRONT END LOADERS

- (Available on many mid-mount booms)
- Easy on - easy off, simple attachment
 - Great for loading sand or salt



HYDRAULIC ACTUATOR

- Longer life compared to a traditional horizontal swing cylinder
- Fully enclosed
- Fewer moving parts, easier to maintain
- Stronger than traditional pivot pin
- Break-away protection in both forward and reverse
- 180° range of motion versus 110° with traditional swing cylinder



ADDITIONAL OPTIONS

AXLE STABILIZER

- Increases stability by eliminating oscillation on front axle
- Comes standard on booms 25-ft and longer, but can be added to shorter booms for operating on steep hillsides

HYDRAULIC TRAP DOORS

- Exposes blades to easily feed material into the cutter head
- Available for 50" and 60" rotary and 50" flail heads



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MULTI-SPINDLE ROTARY CUTTERS



Durable and easy-to-use cutters for
brush cutting and crop shredding

WOODS

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Multi-spindle Rotary Cutters

Table of Contents

Classic 40-Series Belt-Driven	
DS8.30	96 inch pull type
MDS8.30	96 inch 3 point mounted
DS10.40	120 inch pull type
MDS10.40	120 inch 3 point mounted
Classic 50-Series Dual- and Triple-Spindle	
Dual-spindle Series	
DS8.50	96 inch pull type
MDS8.50	96 inch 3 point mounted
DS10.50	120 inch pull type
MDS10.50	120 inch 3 point mounted
DS12.50	144 inch pull type
MDS12.50	144 inch 3 point mounted
50-Series Offset Dual-spindle	
DSO8.50	96 inch 3 point mounted
DSO10.50	120 inch 3 point mounted
60-Series Triple-spindle	
TS14.60	144 inch
MTS14.60	144 inch

Legend

- 30-Series**
Tractor PTO range 35-100 hp
- 40-Series**
Tractor PTO range 40-120 hp
- 50-Series**
Tractor PTO range 50-200 hp
- 60-Series**
Tractor PTO range 70-230 hp



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Woods equipment is distributed through a network of authorized dealers. To find your nearest store visit us at: woods-equipment.com or call: 800-319-6637

Easy to Use

The proven leader in the cutter business delivers a full line of durable easy-to-use rotary cutters. Choose our classic belt-driven model or a 30-, 40-, 50- or 60-series model loaded with features that help you work efficiently and effectively - whatever you're cutting or shredding.

- A floating hitch allows the cutter to follow the terrain. Cross steep inclines and ditches with ease.
- Changing cutting blades is a snap with the exclusive Woods Quick Change Blade Pin System, standard on all gear-driven dual-spindle cutters. 50-Series models also feature a large blade access window in the deck.
- The 50-series offers variable wheel spacing so you can adjust the wheels for row crops.

Hard to Break

You'll rely on your Woods rotary cutter for years because we still manufacture them with the same dependable quality that we've built in since 1946.

- Woods gearboxes feature heat-treated, alloy steel gears that stand up to the demands of rotary cutting.
- Sloped-top decks shed water and debris to prevent rust and corrosion and wrap around a heavy steel superstructure.
- Spring cushion axles reduce stress spikes to keep your Woods rotary cutter delivering high-performance cutting.
- Factory balanced stump jumpers are standard. Avoid hazards and save your blades from wear and tear.

More than a dozen gear and belt driven models.



DS8.30 shown with chain shielding



DS8.30 shown with chain shielding

WOODS

Multi-spindle Rotary Cutters



30- and 40-Series Dual-Deck Models

- DS8.30** 65-inch pulleys
- MDS8.30** 65-inch, 3-point linkage
- DS10.40** 120-inch pull-type
- MDS10.40** 120-inch, 4-point linkage

Tractor PTO range: 35–120 hp

- Cuts light brush up to 1.5 inches (30-Series) to 2 inches (40-Series) in diameter
- Variable wheel spacing
- Six-year limited gearbox warranty

Smooth, sloped deck sheds water and debris to prevent rust and corrosion



DS8.30
shown with chain shedding



DS10.40
shown with chain shedding

Less maintenance, smoother operation

WOODS

Multi-spindle Rotary Cutters

50 Series Dual Spindles

DS8.50	95-inch pultruded
MDS8.50	95-inch 2-ply reinforced
DS10.50	120-inch pultruded
MDS10.50	120-inch 2-ply reinforced
DS12.50	144-inch pultruded
MDS12.50	144-inch 2-ply reinforced

Tractor PTO range: 50–200 hp

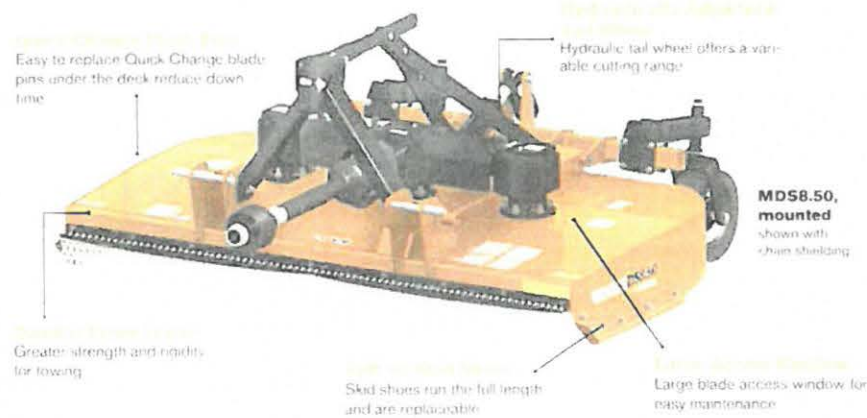
- Cuts brush up to 3 inches in diameter
- Variable wheel spacing
- Thumb-screw dipstick



Our new gearbox seal technology features advanced engineering and material specifically developed for heavy-duty jobs in harsh environments.



Our industry-leading six-year warranty covers the gearbox plus the seals - for worry-free performance.



50 Series Offset Dual Spindles

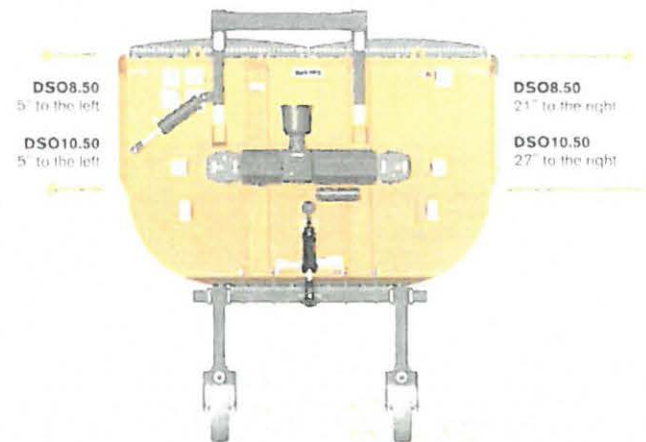
Woods' rugged and powerful 50-Series offset models are ideal for orchards, tree-lined fields and any setting with overhangs.

DSO8.50	95-inch pultruded
DSO10.50	120-inch 2-ply reinforced

Tractor PTO range: 50–200 hp

- Cuts brush up to 3 inches in diameter
- Variable wheel spacing
- DSO8.50 Hydraulic variable offset 21 inches to the right or 5 inches left
- DSO10.50 Hydraulic variable offset 27 inches to the right or 5 inches left
- Six-year limited gearbox warranty

Hydraulic Variable Offset



WOODS

Multi-spindle Rotary Cutters

80 Series Triple Spindles

TS14.60 164" (4150 mm)
MTS14.60 174" (4415 mm)

Tractor PTO range: 70–230 hp

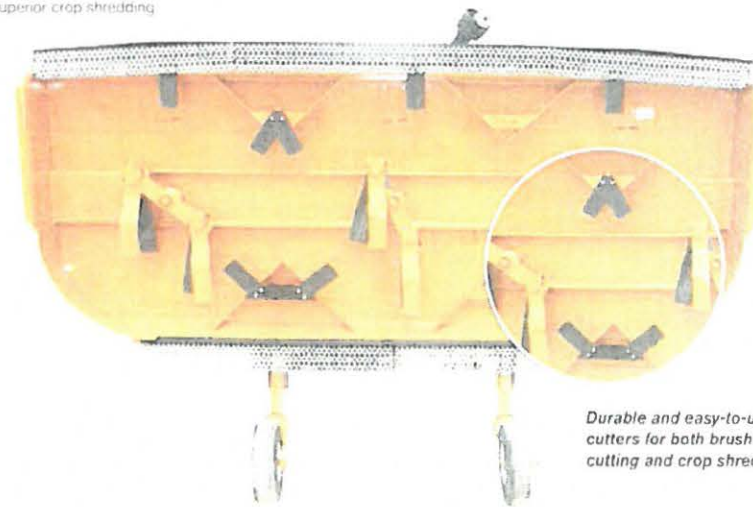
- Optional shredding kit for corn, cotton and milk
- Standard high-torque drive train and baffles
- Variable wheel spacing
- Six-year limited gearbox warranty

This heavy-duty rotary cutter is versatile, rugged, and built to handle a host of applications. A solid and all-around performer, this triple-spindle cutter is well suited for orchard, commercial, and agricultural use such as crop shredding.



TS14.60 shown with optional chain shredding and height adjustment cylinder

Optional Shredding Kit for superior crop shredding



Durable and easy-to-use cutters for both brush cutting and crop shredding.



Woods Multi-spindle Rotary Cutters

Check out our video on the Woods Equipment channel on YouTube®

WOODS

Multi-spindle Rotary Cutters

Specifications	D85.30 (pull-type) M85H.30 (3-point mounted)	D85L.30 (pull-type) M85H.30.30 (3-point mounted)	D85.30 (pull-type) M85H.30 (3-point mounted)	D85L.30 (off-set, left-mounted)	D85.50 (pull-type) M85H.50 (3-point mounted)	D85H.50 (off-set, front-mounted)	D85L.50 (pull-type) M85H.50 (3-point mounted)	T85L.50 (pull-type) M85H.50 (3-point mounted)
Minimum Tractor PTO HP	pull-type: 35 hp mounted: 45 hp	pull-type: 40 hp mounted: 60 hp	pull-type: 40 hp mounted: 55 hp	semi-mounted: 40 hp	pull, semi-mounted: 50 hp mounted: 65 hp	semi-mounted: 50 hp	pull, semi-mounted: 50 hp mounted: 70 hp mounted	pull-type: 70 hp with front weight mounted: 90 hp
Hitch Category / Type	pull-type: prong clevis mounted: Cat 1 or 2 clevis	pull-type: pivoting clevis mounted: Cat 2 & 3 clevis	pull-type: pivoting clevis mounted: Cat 2 & 3 clevis	Cat 2 or 3 clevis	pull-type: pivoting clevis mounted: Cat 2 & 3 clevis	Cat 2 or 3 clevis	pull-type: pivoting clevis mounted: Cat 2 & 3 clevis	pull-type: Cat 2 or 3 clevis
Hydraulic Variable Offset		N/A		21 inches to the right 5 inches to the left	N/A	27 inches to the right 5 inches to the left		N/A
Cutting Width	96	120	96	96		120	144	168
Cutting Height Range				2-12				
Cutting Capacity	15	21				31		
Gearbox Horsepower Rating	160 hp splitter 75 hp spindle	120 hp splitter 90 hp spindle	205 hp splitter 160 hp spindle	205 hp splitter 160 hp spindle	205 hp splitter 160 hp spindle	205 hp splitter 160 hp spindle	205 hp splitter 160 hp spindle	205 hp splitter 250 hp spindle
Blade Tip Speed	15,290 fpm	16,700 fpm	540 rpm / 14,886 fpm 1,000 rpm / 15,126 fpm	540 rpm / 14,886 fpm 1,000 rpm / 15,126 fpm	540 rpm / 15,974 fpm 1,000 rpm / 16,232 fpm	540 rpm / 15,974 fpm 1,000 rpm / 16,232 fpm	540 rpm / 16,240 fpm 1,000 rpm / 16,487 fpm	15,540 fpm
Deck Side Depth		10			13		12K	12.4
Deck Thickness				10 ga. (1.35")				
Overall Width	100	124	104	103		127	152	176
Overall Length	pull-type: 142 (25 axle) mounted: 96	pull-type: 155 (25 axle) mounted: 110	pull-type: 150 (25 axle) mounted: 99	122	pull-type: 162 mounted: 111	128	pull-type: 175 mounted: 125	pull-type: 158 mounted: 123
Approximate weight	pull-type: 1,467 lbs mounted: 1,213 lbs	pull-type: 1,847 lbs mounted: 1,576 lbs	pull-type: 2,238 lbs mounted: 2,069 lbs	2,335 lbs	pull-type: 2,537 lbs mounted: 2,373 lbs	2,510 lbs	3,062 lbs	3,730 lbs
Blade Dimensions				5' x 4'				
Wheel Selection	laminated, woven duty tire w/ ag load ford tire w/ ag, 15" tires		laminated, woven duty tire w/ ag laminated tire w/ ag, 15" tires, used on flat	15" laminated	laminated, woven duty tire w/ ag laminated tire w/ ag, 15" tires, used on flat	21" laminated	laminated, woven duty tire w/ ag laminated tire w/ ag, 15" tires, used on flat	
Optional Dual Wheels – Pull-Type	no	yes	yes	no	yes	no	yes	yes
Quick-Hitch Ready		yes		no	yes	no	yes	yes
Gearbox Warranty		6 years			6 years, includes seals			5 years

30 Series

40 Series

50 Series

60 Series

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B04091 Revised March 2018



**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 Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
IFB 110518E, Beaufort County Roads Resurfacing Year 2 Projects

DATE: 11/19/2018

BACKGROUND:

A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for the Beaufort County roadway network. Based on this report the following roads were identified in the years 1, 2 and 3 paving plan.

1. Project #1 Hilton Head Island –Pembroke Drive (Wm Hilton Pkwy to Indigo Run Traffic Circle).
2. Project #2 Bluffton Area –Bluffton Pkwy (Buckwalter Pkwy to Buck Island), Buckwalter Parkway (Fording Island Rd to Bluffton Pkwy South) and Buckwalter Parkway (Bluffton Pkwy South to May River Rd.)

Beaufort County received bids on 11/05/18 for IFB #110518E, Beaufort County Roads Resurfacing Year 2 Projects. Two contractors, Preferred Materials Inc. and Lane Construction submitted a bid in the amounts shown below.

		Preferred	Lane
1. Project #1 Hilton Head Island Road (0.88 miles)	\$289,416	\$383,981	
2. Project #2 Bluffton Area Roads (5.80 miles)		\$3,116,424	\$3,529,220
Total		\$3,405,840	\$3,913,201

Analysis of the bids submitted reveals no apparent cause for rejecting. Preferred Materials is a responsive bidder and is in compliance with the County's IFB #110518E.

VENDOR INFORMATION:

Preferred Materials, Inc.
\$3,405,845 (Base Bid) + (\$340,584) 10% Project Contingency

COST:

\$3,746,424

FUNDING:


CTC funds with an available balance of \$3 million and TAG funds with an available balance of \$3.5 million as of November 20, 2018.

Funding approved: By: Date:

FOR ACTION:

RECOMMENDATION:

Staff recommendation is that Public Facilities approve and recommend to County Council award of the Year 2 Resurfacing Program totaling \$3,405,840 from the funding source listed above. Additionally, recommend approval of a 10% project contingency at \$340,584 for a total project appropriation of \$3,746,424.

Attachment: 

cc: John Weaver, Interim County Administrator

Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

Bid Summary - Bid Opening 11.05.2018 3:00 PM									
IFB #110518 E - Beaufort County Roads Resurfacing				Preferred Materials			Lane Construction		
Year 2 Projects									
PROJECT #1 - Resurfacing - Hilton Head Island									
ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT		QTY	UNIT	
Pembroke Drive	0.88	William Hilton Pkwy - Indigo Traffic Circle	* Thin Lift 80 lbs/sq yd lbs Type E	1	LS	\$ 225,000	1	LS	\$ 314,073.55
TOTAL	0.88								
			Total HMA (tons)	880	TONS		978.45	TONS	
			Leveling Allowance - 10% of Total	88	TON	\$ 9,416		TON	\$ 12,230.65
			Total Area of resurfacing (SY)	22,000	SY		20,599.00	SY	
			6" FDP Allowance 5% of Total	1,100	SY	\$ 55,000		SY	\$ 57,677.20
						\$ 289,416.0			\$ 383,981.4
	*	<i>milling as required for tie-ins, curbed areas and cross walks</i>							
	*	<i>eradicate thermoplastic pavement markings where needed</i>							
PROJECT #2 - Resurfacing - Bluffton Area									
ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT		QTY	UNIT	
Bluffton Parkway	1.52	Buckwalter Pkwy to Buck Island Rd	** HMA -200lb/sq yd Type B	1	LS	\$ 925,000	1	LS	\$ 915,635.35
Buckwalter Parkway	2.66	Fording Island Rd to Bluffton Pkwy S.	** Thin Lift 125 lbs/sq yd lbs Type E	1	LS	\$ 939,000	1	LS	\$ 1,261,495.15
Buckwalter Parkway	1.62	Bluffton Pkwy S. to May River	** Thin Lift 125 lbs/sq yd lbs Type E	1	LS	\$ 571,000	1	LS	\$ 714,979.80
TOTAL	5.8								
			Total HMA (tons)	15,311	TONS		14,637.71	TONS	
			Leveling Allowance - 10% of Total	1,532	TON	\$ 163,924		TON	\$ 131,739.40
			Total Area of resurfacing (SY)	214,131	SY		204,190	SY	
			6" FDP Allowance 5% of Total	10,707	SY	\$ 517,500		SY	\$ 505,370.25
	**	<i>milling over entire road surface before full depth patching and resurfacing</i>					\$ 3,116,424		\$ 3,529,220
			Grand Totals w/ Allowances			\$ 3,405,840			\$ 3,913,201
			Grand Totals wo/ Allowances			\$ 2,660,000			\$ 3,206,183.85

RESOLUTION NO. 2018/___

A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN SOLAR, LLC, AND BEAUFORT COUNTY, SOUTH CAROLINA

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Seabrook Solar, LLC (the “Property Owner”) and Beaufort County , South Carolina (the “County”) entered into that certain Development Agreement on _____, and recorded on _____, in the office of the Beaufort County Register of Deeds in Book _____, at Page ____ (the “Development Agreement”); and

WHEREAS, the Property Owner and the County desire to address certain matters related to buffers, landscaping and screening, and further desire to enter into an amended and restated development agreement (the “Amended and Restated Development Agreement”) to address such and meet certain public notice requirements of the Beaufort County Community Development Code; and

WHEREAS, Beaufort County Council held a public hearing to receive comment on the Amended and Restated Development Agreement on December 10th, 2018; and

WHEREAS, the County and the Property Owner have now concluded their negotiations with respect to the terms for the Amended and Restated Development Agreement.

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

Section 1. The Chairman and Clerk of Beaufort County Council are hereby authorized to execute the Amended and Restated Development Agreement, attached to this Resolution as Exhibit A and incorporated herein by reference, on behalf of Beaufort County.

Section 2: This Resolution shall become effective immediately upon adoption by Beaufort County Council.

ADOPTED this 10th day of December, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

PAUL D. SOMMERVILLE, CHAIRMAN
BEAUFORT COUNTY COUNCIL

ATTEST:

Connie L. Schroyer
Clerk of Council

Exhibit A
Amended and Restated Development Agreement

MEMORANDUM

TO: Beaufort County Natural Resources Committee
FROM: Nicole Scott Ewing, Esq.
DATE: November 19, 2018
RE: Amendment to Seabrook Solar Development Agreement

Beaufort County Council approved the Seabrook Solar Development Agreement on August 27, 2018 (the “Development Agreement”). The Property Owner intends to establish a photovoltaic solar energy facility within the County and anticipates investing \$100,000,000 in the project. The Development Agreement vests the Property Owner’s development rights and provides a decommissioning process and a \$266,000 per year development fee paid to the County for 30 years (just over \$8 million in total). Beaufort County Council also approved a fee-in-lieu of tax (“FILOT”) agreement for the facility and agreed to place the property in a multi-county industrial park.

Subsequent to approval of the Development Agreement, the Property Owner learned its interpretation of the Beaufort County Development Code regarding buffers and screening differed from that of the Community Development Department, resulting in a significant increase in project costs that would render the project unviable. In order to mitigate those increased costs and focus dollars on public-benefit projects instead of redundant landscaping along the tree-lined perimeter of the site not visible to the public, the Property Owner proposes a development agreement amendment that meets the County’s goals and ensures the project’s success. The amendment provides:

- Contribution In-Lieu (Start-Construction): Property Owner will make a payment of \$850,000 to the County at start of construction.
- Contribution In-Lieu (Year 4): At the County’s election following the 3rd year of operation, Property Owner will either make an additional \$200,000 payment to the County or install \$200,000 in supplemental on-site plantings in areas identified by the County along the perimeter of the project site.
- Donation to Public-Benefit Project: The Property Owner will contribute \$250,000 to Friends of the Spanish Moss Trail.
- Vegetative Screen: Property Owner will install a 50-foot wide vegetative screen along Trask Parkway and Keans Neck Road at an estimated cost of \$565,000. Plantings will include a mixture of shrubs and understory trees as described in the Buffer & Screening Proposal Exhibit.

- Removal of Trees: Property Owner is authorized to remove no more than 7,900 inches of specimen trees from the Property in order to address site constraints and shading that would reduce electricity generation and undermine viability of the project.

The Property Owner respectfully requests that the Natural Resources Committee recommend approval of the amendment for the following reasons:

1. The proposal meets the County's goal of screening the solar facility from Trask Parkway and Keans Neck Road;

2. The County will receive just over \$8 million in increased revenue during the term of the 30-year FILOT compared to an estimated \$80,000 in taxes over 30 years if the property continues its agricultural use designation;

3. Land may be returned to previous agricultural use at end of project life, which protects 636 acres along the Trask Parkway Corridor from being permanently subdivided into residential lots or developed for mining & resource extraction, waste management or other T2 allowed use;

4. The facility generates significant revenue for the County while placing little to no demand on County infrastructure and services, including roads, water, sewer, fire, EMS and schools;

5. The facility will generate enough clean, renewable electricity to power 13,100 homes without using water, creating air emissions or producing waste products; and

6. The facility's low visual profile and quiet operations preserve the rural, open-space character of the area.

AMENDEND AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

SEABROOK SOLAR, LLC,

AND

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2018

**Prepared by:
Nicole Scott Ewing
Nexsen Pruet, LLC
205 King Street
Charleston, SC 29401**

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

SEABROOK SOLAR, LLC

AND

BEAUFORT COUNTY, SOUTH CAROLINA

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EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations
- Exhibit G: Legal and Equitable Owners
- Exhibit H: Buffers and Landscaping Plan for the Paragon Site
- Exhibit I: Tree Removal Areas for Paragon Site
- Exhibit J: Paragon Site Fee Schedule
- Exhibit K: Resolution Approving the Amended and Restated Development Agreement

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
SEABROOK SOLAR, LLC,
AND
BEAUFORT COUNTY, SOUTH CAROLINA,**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, 2018, which shall be the date of recording of this fully approved and executed Agreement (the "Effective Date"), by and between Seabrook Solar, LLC, a Delaware limited liability corporation ("Property Owner"), and Beaufort County, a political subdivision of the State of South Carolina ("County")

RECITALS

This Agreement is predicated upon the following:

1. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
2. Division 7.3 of Article 7 of the Beaufort County Community Development Code governs Beaufort County's participation in development agreements.
3. Beaufort County Council ("County Council") approved that certain Seabrook Solar Development Agreement by and between the County and Property Owner on August 27, 2018,

pursuant to Ordinance No. 2018-27, a copy of which is attached hereto as Exhibit E and incorporated herein by reference.

4. County Council held a public hearing to receive public comment on the Agreement on December 10, 2018, after posting the Real Property, as defined below, and sending notice to all property owners within 500 feet of the Real Property.

5. County Council adopted Resolution Number _____ on the ____ day of _____, 2018, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit K, and incorporated herein by reference.

NOW THEREFORE, in consideration of the promises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The Real Property subject to this Agreement currently consists of approximately one thousand forty-two (1,042) acres, of which approximately eight hundred eighty (880) acres are highland. A legal description of the Real Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Amended and Restated Development Agreement, including the recitals and exhibits attached hereto.

(b) “Annual Development Fee” means that minimum payment made to Beaufort County by Property Owner, its successors or assigns pursuant to Paragraph 14 herein.

(c) “Comprehensive Plan” means the Beaufort County Comprehensive Plan, Ordinance No. 2011/1, adopted on January 11, 2011, pursuant to S.C. Code Section 6-29-510, et seq., as amended, and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “County” means Beaufort County, South Carolina.

(e) “Current Regulations” mean the Comprehensive Plan and the Beaufort County Community Development Code, Ordinance No. 2014/36, as adopted by County Council on December 8, 2014, all as amended through the Effective Date hereof. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(f) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) “Facilities” means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Beaufort County pursuant to Section 14, Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(j) “FILOT Agreement” means that certain Fee in Lieu of Tax and Incentive Agreement by and between/among the County, and Project McClellan (as defined in the FILOT Agreement) dated as of the _____ day of _____, 2018 as may be amended, supplemented, or modified from time to time.

(k) “FILOT Project” shall have the meaning ascribed to such term in the FILOT Agreement.

(l) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property.

(m) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of Real Property, and includes laws governing

permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(n) “Lot” means a Development Parcel identified in a Subdivision Plat recorded in the Beaufort County Register of Deeds Office.

(m) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(o) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a solar facility or other permitted facility or operation for which no appeal has been taken within the time required by law.

(p) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B, including but not limited to the development of a solar facility.

(q) “Property Owner” means Seabrook Solar, LLC, a Delaware limited liability corporation, who has an equitable interest in the Real Property, together with all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Seabrook Solar, LLC’s successors in interest or

successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(r) “Real Property” is the real property referred to in Section 1 and Section 5 and includes any improvements or structures customarily regarded as part of real property.

(s) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(t) “Term” shall have the meaning set forth in Section 16 of this Agreement.

(u) “Vested Rights” shall have meaning set in section 9(b) of this agreement.

3. Compliance with South Carolina Code Section 6-31-60. Pursuant to South Carolina Code Section 6-31-60, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit G.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately eight hundred eighty (880) acres of highland and approximately one hundred sixty-two (162) acres of wetlands, with a total gross acreage of approximately one thousand forty-two (1,042) acres.

Property Owner may notify County from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of such properties owned by Property Owner with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the properties desired to be added to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

6. Intent of the Parties. The parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of Property Owner, to their successors in title and/or assigns. The parties are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, et seq. To that end, the parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the Term of this Agreement.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the County's Comprehensive Plan and Current Regulations.

Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance,

special exception, or appeal authority of other bodies contained in Code of Laws of South Carolina § 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations,. The Current Regulations, with the exception of the Comprehensive Plan, are attached hereto as Exhibit D. The County may apply a subsequently adopted law to a development that is subject to this Agreement only if the subsequently adopted law meets the requirements of the Code of Laws of South Carolina § 6-31-80(b), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project as more fully described in the Current Regulations.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

A. LAND USES AND INTENSITIES

(a) Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the T2-R zoning district, as described in the Current Regulations, attached hereto as Exhibit D, are allowed on the Real Property. The County acknowledges and agrees that a solar facility is a permitted use under the T2-R zoning district, and that Property Owner's intent is to construct a 72.5 megawatt solar facility (the "Solar Facility") on the Real Property.

(b) Standards. All standards and regulations pertaining to the T2-R zoning district, as applicable, including but not limited to building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as International Building, Fire and Electrical Codes, shall also apply.

(c) Buffers and screening for Paragon Site. Notwithstanding the provisions of Paragraph (b) above, Property Owner shall establish the following buffers and screening for the Solar Facility to be located on approximately six hundred and sixty-two hundredth acres of the Real Property, identified as TMS No. and commonly known as the "Paragon Site":

(1) A 100' buffer around the entire perimeter of the solar facility pursuant to Section 4.1.120 of the Development Code, consisting of existing vegetation; and

(2) An additional 50' planted Thoroughfare Buffer along Trask Parkway and Keans Neck Road pursuant to Table 5.8.50 of the Development Code,

all as more particularly shown and described in Exhibit H. The buffers and screening described herein are the only buffers and screenings required for the solar facility located on the Paragon Site; provided, however, that a 50' strip of existing vegetation shall remain around any jurisdictional wetlands.

(d) Tree Mitigation for the Paragon Site. Property Owner is permitted and authorized to remove specimen trees in the tree removal areas designated on Exhibit B, which is attached hereto and incorporated herein by reference. However, in no event shall the total diameter of all specimen trees removed exceed 7,900 inches.

County and Property Owner acknowledge and agree that no tree mitigation fees or on-site mitigation is required or shall be required in the future for the Paragon Site.

B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL

Conceptual, preliminary plans and final plats, as defined in the Current Regulations, as applicable, for each phase of the Development shall be submitted for review and approval pursuant to the applicable provisions of the Current Regulations, but shall utilize and be subject to the subdivision and development permitting processes in effect at the time of submission.

In addition to the fees set forth below, Property Owner shall make the following contributions:

(1) A contribution of \$850,000 to the County, to be paid within thirty (30) business days of the start of construction of the solar facility as evidenced by the earlier of (i) issuance of full notice to proceed pursuant to the project's engineering, procurement, and construction contract; or (ii) the driving of piles for the first mounting structure at the Paragon site for a solar array (exclusive of any mounting structures installed for purposes of gathering meteorological, solar insolation and similar data) (the "Start of Construction"). This contribution shall be utilized evenly between the northern and southern portions of the county, i.e., \$425,000 shall be utilized in that portion of the county north of the Broad River and \$425,000 shall be utilized in that portion of the County south of the Broad River;

(2) A contribution of \$250,000 to the Friends of the Spanish Moss Trail for the construction of the Spanish Moss Trail across Ribaut Road in Port Royal, to be paid within thirty (30) business days of the Start of Construction as defined above.

In addition to the above, at County's election following the third (3rd) year of commercial operation, Property Owner will either contribute an additional \$200,000 to County, to be used at its discretion, or install supplemental on-site plantings in areas identified by the County along the perimeter of the project site at a cost not exceed \$200,000, inclusive of materials, labor, irrigation or other establishment costs.

At the beginning of the fourth (4th) year of commercial operation, County shall notify Property Owner, in writing, of its election. The supplemental on-site plantings, if elected, shall be installed in the fourth (4th) year of commercial operation, in a manner and at a time determined by Property Owner. In the event County elects to receive the

contribution, Property Owner shall remit said contribution to the County within sixty (60) days of receipt of the written notice.

County acknowledges and agrees that the contributions set forth above, the fees set forth on Exhibit J, the Annual Development Fee, and any business licenses fees are the only fees necessary for the development and operation of a solar facility on the Paragon Site, and notwithstanding any other provision herein, in no event shall the amount of such fees exceed the amounts set forth in Exhibit J.

C. DECOMMISSIONING

Property Owner acknowledges and agrees that decommissioning will be required following a continuous period of twelve (12) months in which no electricity is generated by the Solar Facility other than for mechanical, repair, replacement, and/or maintenance purposes.

Property Owner shall submit a decommissioning plan that describes the anticipated life of the Solar Facility; the estimated decommissioning costs in current dollars; the method for ensuring that funds will be available for decommissioning and restoration; and the anticipated timeline and manner in which the Solar Facility project will be decommissioned and the site restored to its condition prior to the development of the solar facility. The decommissioning plan shall be recorded in the Beaufort County Register of Deeds prior to the issuance of a Zoning Permit, as such term is defined in the Current Regulations.

Property Owner shall have twelve (12) months to complete decommissioning of the Solar Facility. Decommissioning shall include removal of solar panels, foundations, structures, cabling, electrical components, conduit, and any other associated facilities as described in the decommissioning plan.

Prior to the issuance of the Zoning Permit, the applicant must provide County with a performance guarantee in the form of a corporate guarantee from an investment grade company or other equivalent security acceptable to the County in the amount of 125% of the estimated decommission cost minus the salvageable value, or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in South Carolina, and the County will be the holder of the guarantee.

Every five (5) years a new engineer's estimate of the probable cost of decommissioning shall be submitted for approval in the same manner as the initial submission, and the letter of credit, corporate guarantee, or other financial security acceptable to the County shall be adjusted upward or downward as necessary.

12. Facilities and Services. Although the nature of this long-term project prevents Property Owner from providing exact completion dates, the general phases of Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. Property Owner certifies that the Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein. Subject to compliance with applicable Laws, all provisions of this Agreement, required subdivision and development approvals, and prior approval of construction plans by the County or other applicable governmental entity, the County hereby authorizes Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, Property Owner hereby assures County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. Property Owner or a third party shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations. Property Owner or a third party shall also be responsible for repairing any damage made to public roads or highways used to access the Real Property during construction, and surety to ensure such may be required by the County.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the Facilities for water and sewer on the Real Property will be provided by the Beaufort-Jasper Water Authority. In the event public sewer is not practically available to the Property through the Beaufort-Jasper Water and Sewer Authority, nor subject to a required tie-in under their policies due to the distance to the existing sewer lines, septic fields may be utilized on the Property, subject to DHEC and County permitting in the usual and customary course.

13. Traffic Considerations. Access to the Project will be from US Highway 21 and Keans Neck Road, and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the owning and/or maintaining entity prior to the beginning of construction on the Property, and if required by the owning or maintaining entity, security in the form of an acceptable financial instrument in an amount sufficient to ensure repair of the roads, shoulders, and paving surface shall be a condition precedent to the granting of a subdivision or development permit by the County.

14. Fees.

(a) Development and Impact Fees. County and Property Owner agree that Property Owner will pay, or cause to be paid by a third party, all road and fire impact fees (the “Impact

Fees”) as same may become due. Other than the Impact Fees and subject to Section 11, County specifically acknowledges and agrees that there are no development fees currently imposed by County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development (“Customary Fees”), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees set forth in subparagraphs 14(b) and 14(c), Section 11, the Impact Fees, and the Customary Fees.

(b) Fees-in-lieu of taxes.

(i) Property Owner and County acknowledge that all or a portion of the Project is, or will be upon being placed in service, subject to a fee-in-lieu of tax agreement pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina (the, “Negotiated FILOT Act”) (the “FILOT Agreement”) pursuant to Ordinance No. 2018-26 which was adopted by County Council on the 27th day of August, 2018, and will be included in a multi-county industrial or business park pursuant to Title 4, Chapter 1 of the Code (the “Multi-County Park Act”). The FILOT Agreement and its fee-in-lieu tax arrangement are partial consideration of the reduced impact the Project will have on schools and other services as referenced in Section 14(a).

(ii) Property Owner agrees to make, or cause to be made, an Annual Development Fee of \$ 266,296, subject to a credit against such Annual Development Fee obligation in an amount equal to the actual aggregate amount of the annual fee-in-lieu of tax payments made, or *ad valorem* taxes paid, as the case may be, with respect to the FILOT Project, whether or not pursuant to the Negotiated FILOT Act and/or the Multi-County Park Act

(the “FILOT Payments”), as described in further detail below. Annual Development Fees payable for a term equal to the scheduled term of the annual negotiated FILOT payments to be made under and pursuant to the FILOT Agreement with respect to the FILOT Project; provided however, that in the event that the FILOT Agreement is terminated due to a breach by County, Property Owner’s obligation under this Section 14(b) terminates. The County and Property Owner acknowledge and agree that the present term of the annual negotiated FILOT arrangement is equal to thirty (30) years and, as a result, Property Owner shall be, subject to the proviso set forth in the preceding sentence, obligated to make, or cause to be made, thirty (30) Annual Development Fee payments.

(iii) The Annual Development Fee is being provided in consideration, among other things, of the granting of the Multi-County Business Park status and the FILOT Agreement, the exclusion of other development fees by the County, the exemption from the application of future laws as provided herein, and to assure other public benefits pursuant to §§ 6-31-10(4) and 6-31-60(D) of the South Carolina Code of Laws, 1976 (as amended).

(iv) As the Annual Development Fee is to be offset by the payment of FILOT payments or *ad valorem* taxes actually paid, in the event the offsets are not sufficient to fully satisfy the Annual Development Fee, or because no offsetting payment or a less than full offset payment is made because of the circumstances set forth in (ii) above, Property Owner covenants and agrees the County shall have a continuing equitable lien on the Real Property (including fixtures) to secure payment of the Annual Development Fee, with such equitable lien to be superior to any mortgage on the Real Property granted after execution of this Development Agreement.

(c) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 18 of the Code of Ordinances of Beaufort, South Carolina. In lieu of a yearly calculation, Property Owner will submit a letter from a certified public account certifying the gross sales of the Project. The County agrees to provide in the FILOT Agreement a special source revenue credit for any portion of the annual business license fee that exceeds \$7,500.

15. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of this Agreement.

(b) Interim Completion Date. Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Development of the Real Property will occur:

<u>YEAR</u>	<u>% COMPLETE</u>
5	100%
10	100%

16. Term of the Agreement. The term of this Agreement shall be ten (10) years, commencing on the Effective Date; provided, however, that this Agreement shall automatically renew for two (2) five-year renewal periods.

17. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, et. seq., and Paragraph 16 hereof, this Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of Section 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. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

18. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. Notwithstanding the foregoing, it is acknowledged that state law changes affecting the payment of *ad valorem* or FILOT payments as contemplated herein shall not affect the responsibility of Property Owner, its successors or assigns, to pay the Annual Development Fee pursuant to Section 14 herein, such being a contractual liability enforceable by a civil suit for damages.

19. Periodic Review. The County Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that Property Owner has committed a material breach of the terms or conditions of this Agreement, County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Property Owner a reasonable time in which to cure the material breach.

If Property Owner fails to cure any material breach within the time given, then County unilaterally may terminate or modify this Agreement or, in the case of a failure to pay the Annual Development Fee, County may seek actual damages in such appropriate civil cause of action in the Court of Common Pleas for Beaufort County; provided, that in the case of a modification or termination, the County has first given Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

20. Severability. Subject to the provisions of Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

21. Merger. This Agreement, coupled with its exhibits, which are incorporated herein by reference, shall state the final and complete expression of the parties' intentions. In return for the respective rights, benefits and burdens undertaken by the parties, and subject to Code of Laws of South Carolina §6-31-80(B) Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

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.

22. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

23. Venue. Any action brought under or involving this Agreement shall be brought in Beaufort County, South Carolina.

24. Default. (i) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the parties agree that neither party is entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. It is expressly acknowledged that specific remedies for a breach of the Agreement to pay the Annual Development Fees are set forth elsewhere herein, including but not limited to, Sections 14 and 18.

(ii) Each party recognizes that the other party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the parties agree that any non-breaching party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

25. Recording. Within fourteen (14) days after execution of this Agreement, Property Owner shall record the agreement with the Beaufort County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.

26. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not parties or successors and assigns to this Agreement.

27. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

28. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to Property Owner's obligations in this Agreement, and specifically the responsibility for payment of the monetary obligations hereunder, including but not limited to the Annual Development Fee and the priority of the equitable lien of County, said document to be in recordable form and provided to County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to County from third parties.

This Agreement shall also be binding on County and all future County Councils for the duration of this Agreement to the extent authorized by law.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes a “Property Owner” under and within the meaning of this Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as a “Property Owner” and the acknowledgement referred to in subparagraph 28(a).

(ii) Transfer of Facility and Service Obligations. If Property Owner transfers any portion of the Real Property on which Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then Property Owner shall be required to obtain a written agreement in substantially the same form as Exhibit F, attached hereto and incorporated by reference, expressly assuming the development obligations with regard to the parcel conveyed and the potential Development of same. Property Owner shall notify County within thirty (30) days after the conveyance of the property, provide County the applicable documents

assigning the development obligations to the transferee, and record the same in the office of the Beaufort County Register of Deeds.

(iii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by County will be binding on County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

29. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement

or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Beaufort County Administrator
100 Ribaut Road
Beaufort, SC 29901

With copies to:

Beaufort County Attorney
P.O. Drawer 1228
Beaufort, SC 29901

To Seabrook Solar, LLC:

Seabrook Solar, LLC
350 West Washington Street
Suite 600
Tempe, Arizona 85281
Attention: General Counsel
Email: GeneralCounsel@firstsolar.com

Seabrook Solar, LLC
11757 Katy Freeway
Suite 400
Houston, TX, 77079
Attention: Omar Aboudaher
Email: Omar.Aboudaher@firstsolar.com

Seabrook Solar, LLC
11757 Katy Freeway
Suite 400
Houston, TX, 77079

Attention: Geoff Suttle
Email: Geoff.Suttle@firstsolar.com

With copies to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
ATTN: Nicole Scott Ewing, Esquire

Nexsen Pruet, LLC
120 Main Street
Columbia, SC 29201
ATTN: Tushar Chikhliker, Esquire

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

Witness:

BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

Attest: _____

Thomas J. Keaveny II, County Attorney

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Beaufort, by D. Paul Sommerville, its Chairman, and Thomas J. Keaveny II, its County Attorney, personally known to me or having provided satisfactory proof of their identity, appeared before me this ____ day of _____, 2018, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

Witnesses:

SEABROOK SOLAR, LLC,
a Delaware limited liability company

By: _____

Kathryn Arbeit

Its: Vice-President, Project Development

STATE OF _____)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, _____, Notary of the Public of the State of _____, do hereby certify that Seabrook Solar, LLC, by Kathryn Arbeit, its Vice-President, Project Development personally known to me or having provided satisfactory proof of their identity, appeared before me this ____ day of _____, 2018, and acknowledged the execution of the foregoing instrument.

Notary Public for _____

Print Name: _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations
- Exhibit G: Legal and Equitable Owners
- Exhibit H: Buffers and Landscaping Plan for the Paragon Site
- Exhibit I: Tree Removal Areas for Paragon Site
- Exhibit J: Paragon Site Fee Schedule
- Exhibit K: Resolution Approving the Amended and Restated Development Agreement

EXHIBIT A

Legal Description

[TO BE INSERTED]

EXHIBIT B

Boundary Plat

[TO BE INSERTED]

EXHIBIT C
Development Schedule

<u>Year</u>	<u>Percent Complete</u>
0-5	100%
6-10	100%

EXHIBIT D

Current Regulations

[TO BE INSERTED]

EXHIBIT E

Development Agreement Ordinance

[TO BE INSERTED]

EXHIBIT F

Form Partial Assignment and Assumption of Rights and Obligations

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF BEAUFORT) **PARTIAL ASSIGNMENT AND
 ASSUMPTION OF RIGHTS AND
 OBLIGATIONS UNDER
 DEVELOPMENT AGREEMENT**

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this ____ day of _____, 201_, by and between Seabrook Solar, LLC, a Delaware limited liability company (“Assignor”) and the _____, _____ (“Assignee”).

RECITALS:

WHEREAS, on or about _____, 2018, Assignor entered into that certain Seabrook Solar Development Agreement (“Agreement”) with Beaufort County, South Carolina (the “County”), incident to the future development of approximately one thousand forty-two (1,042) acres of real property, as further described on Exhibit “A” attached hereto (the “Property”), which Agreement was recorded in the Office of the Register of Deeds of Beaufort County, South Carolina (the “ROD”) in Book ____ at Page _____; and

WHEREAS, on _____, _____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit “B” attached hereto (the “Transferred Property”), by that certain _____ deed recorded on _____, _____ in the ROD in Volume ____ at Page ____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres with a density not to exceed _____ (____) square feet (as further described in Section 11.A. of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

(i) Payment of the Annual Development Fee in the amount of \$_____ applicable to the assigned property; and

(ii) _____

3. Default and Enforcement of Provisions. As provided in Sections 19 and 24 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, as well as any other legal or equitable remedies, including, but not limited to, actual damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under section 28(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

To Assignor:

Seabrook Solar, LLC
c/o Adger Solar

20 Towne Drive, Suite 388
Bluffton, SC 29910
ATTN: William Moore
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
Attn: Nicole Scott Ewing, Esq.
843-720-1716
843-414-8821
newing@nexsenpruet.com

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A to Partial Assignment
Property

Exhibit B to Partial Assignment
Transferred Property

EXHIBIT G

Legal and Equitable Owners

1. Essex Farms, LLC
2. Paragon Produce, LLC
3. Seabrook Solar, LLC

EXHIBIT H

Buffers and Landscaping Plan for Paragon Site

EXHIBIT I

Tree Removal Areas for Paragon Site

EXHIBIT J

Paragon Site Fee Schedule

Building Permit:	\$ 169,505
Plan Review:	\$ 84,752
Road Impact Fee:	\$ 115,979
Fire Impact Fee:	\$ 5,000
Filing/Engineering Insp.	\$ 2,000
Zoning Permit	\$ 25
Stormwater Review	\$ 75
Site Plan Review	\$ 2,000

EXHIBIT K

Resolution Approving the Amended and Restated Development Agreement

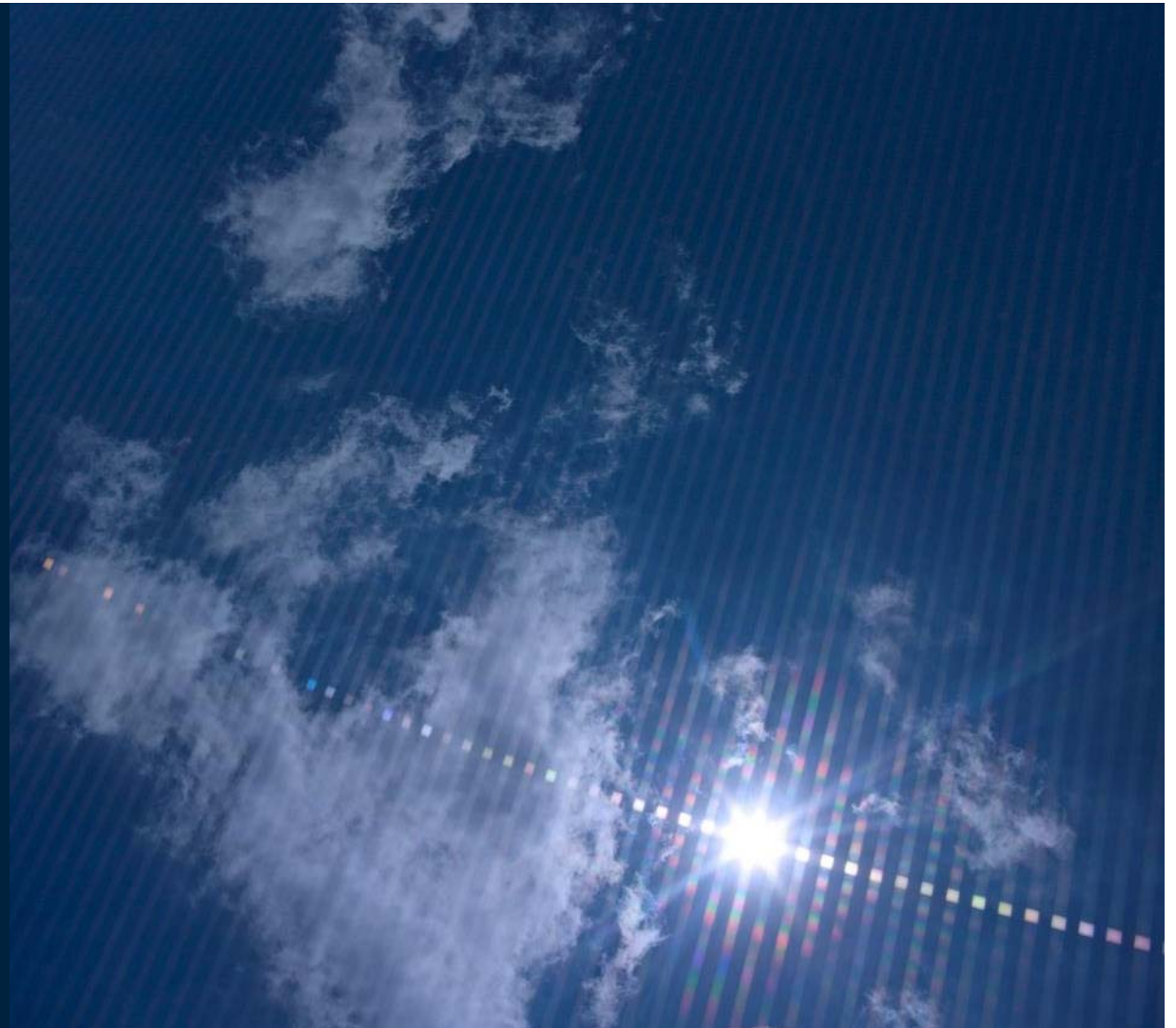
PROJECT OVERVIEW:

SEABROOK SOLAR

December 10, 2018



LEADING THE WORLD'S
SUSTAINABLE ENERGY FUTURE



PROJECT OVERVIEW

Seabrook Solar is a 72 MW_{AC} solar project under development in Beaufort County, SC

Technology	<ul style="list-style-type: none"> • First Solar solar photovoltaic modules mounted on single-axis trackers
Project Site	<ul style="list-style-type: none"> • 628 acres of private land located at Trask Parkway & Keans Neck Road
Schedule	<ul style="list-style-type: none"> • Construction Start Mar. 2019 • Commercial Operation Dec. 2019
Offtake	<ul style="list-style-type: none"> • 20-year Power Purchase Agreement with South Carolina Electric & Gas (“SCE&G”)
Interconnection	<ul style="list-style-type: none"> • Connects to SCE&G’s Burton–Yemassee 115kV transmission line via on-site switchyard
Construction & Operation	<ul style="list-style-type: none"> • First Solar Electric will serve as EPC • First Solar Energy Services will provide O&M



PROJECT BENEFITS

Seabrook Solar benefits to Beaufort County:

- Generates over \$8 million in revenue for County over 30 year term of the project's Fee In-Lieu of Property Tax Agreement compared to an estimated \$80,000 in taxes over 30 years if property continues its agricultural use designation
- Contributes \$1.1 million to the County and public-benefit projects at start of construction, plus - at the County's discretion - an additional \$200,000 in year 4 of operation
- Places little to no demand on County infrastructure and services, including roads, water, sewer, fire, EMS and schools
- Land may be returned to previous agricultural use at end of project life; protects 636 acres along the Trask Parkway Corridor from being developed for mining & resource extraction, waste management or other T2 allowed use
- Generates enough clean, renewable electricity to power over 13,000 homes without using water, creating air emissions or producing waste products
- Low visual profile and quiet operations preserve the rural, open-space character of the area



INTRODUCTION TO FIRST SOLAR

FIRST SOLAR AT A GLANCE



U.S. company headquartered in Arizona with manufacturing facilities in Ohio



Over **17GW** sold worldwide and over **\$14.5B** in project financing facilitated



Partner of choice for leading utilities and global power buyers since 1999



Strongest **financial stability & bankability** in the industry

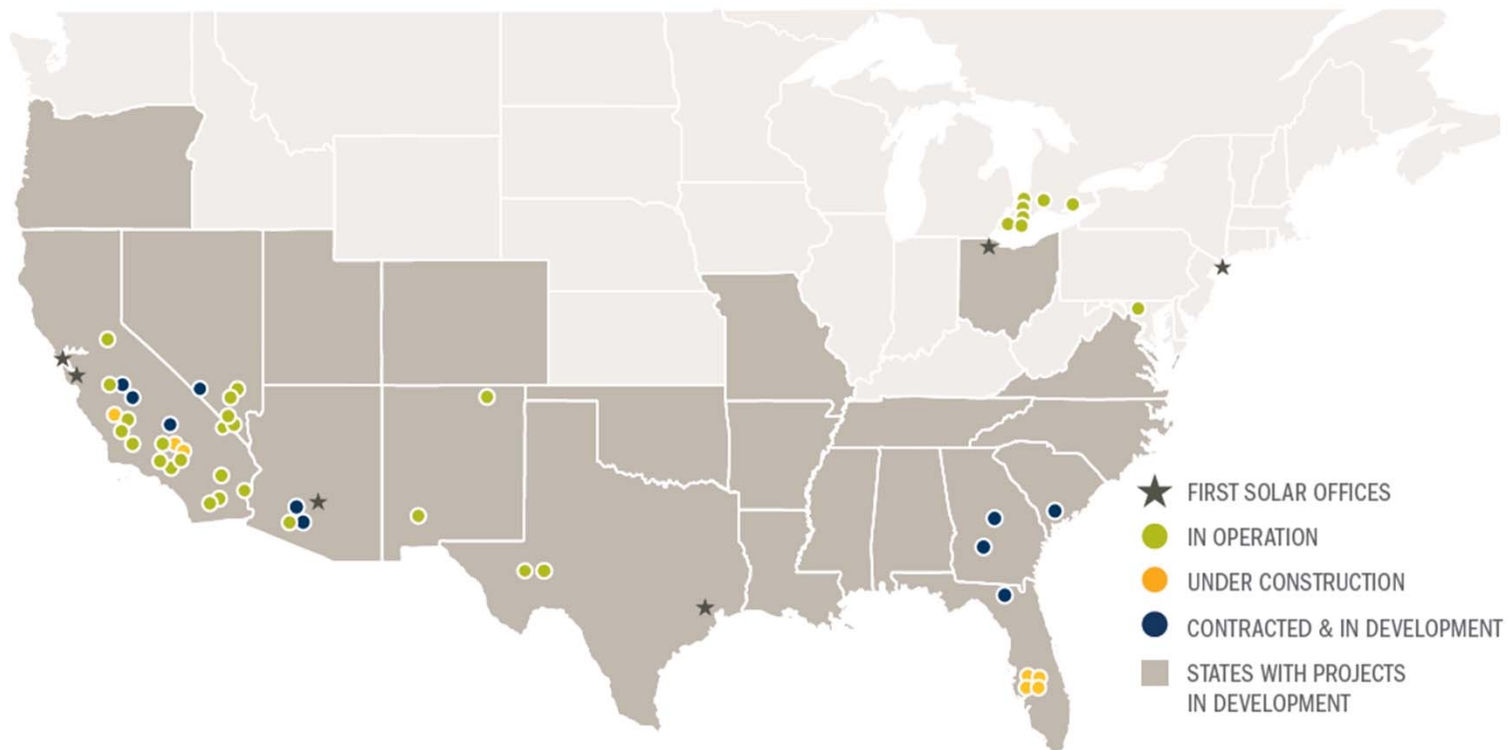


History of solar innovation with **world record efficiency**



FIRST SOLAR ONE OF THE MOST SUCCESSFUL DEVELOPERS IN N. AMERICA

6.3 GW of First Solar technology in operation, construction or contracted development in N. America



First Solar Proprietary & Confidential - General

BENEFITS OF FIRST SOLAR POWER PLANTS

Solar energy is cost-competitive today with gas, coal & nuclear energy on *unsubsidized* basis



First Solar modules provide up to 7.5% energy advantage over industry-standard crystalline silicone (c-Si) modules

First Solar is largest utility-scale solar O&M provider in the world and services over 7.4 GW in N. America

Generate electricity with no water, no air emissions, and no waste production

Low visual profile, quiet operations

Land may be returned to previous use at end-of-life



LEADING THE WORLD'S
SUSTAINABLE ENERGY FUTURE

Schroyer, Connie

From: Greenway, Eric
Sent: Monday, December 3, 2018 4:41 PM
To: Schroyer, Connie; Inglese, Christopher; Weaver, John; Keaveny, Thomas
Cc: Nicole Scott Ewing (NEwing@nexsenpruet.com); William Moore (wmoore@adgersolar.com); Geoffrey Suttle
Subject: RE: Seabrook Solar cost estimates - Reforestation Fee & Vegetative Plantings

Connie,

Please see the below email from Mr. Suttle, who is with First Solar, regarding the proposed Seabrook Solar DA Amendment. As you recall, the Natural Resources Committee requested that confirmation of the vegetation costs be provided before the next reading of the DA Amendment. Those projected costs have been provided below and the CDD staff concurs with the estimates. Please, if you will, include this email as a part of the backup documents for that particular agenda item.

Thank You,

Eric L. Greenway, AICP
Community Development Director
Beaufort County Council
Office: 843-255-2143
Cell: 843-441-6129



From: Geoffrey Suttle <Geoffrey.Suttle1@FIRSTSOLAR.COM>
Sent: Monday, December 3, 2018 3:30 PM
To: Greenway, Eric <egreenway@bcgov.net>
Cc: Nicole Scott Ewing (NEwing@nexsenpruet.com) <NEwing@nexsenpruet.com>; William Moore (wmoore@adgersolar.com) <wmoore@adgersolar.com>
Subject: Seabrook Solar cost estimates - Reforestation Fee & Vegetative Plantings

Eric,

Below are the cost estimates requested by the Natural Resources Committee at the November 19 meeting.

- **Reforestation Fee:** The Reforestation Fee for removal of 7,900 inches of Specimen Trees is \$442,400. The fee calculation per County Staff is 7,900 inches of specimen trees removed ÷ 2.5 inches per replacement tree x \$140 per tree replacement tree.
- **Vegetative Plantings:** Seabrook solar will incur an estimated \$565,000 to plant vegetation required per County ordinance in the buffer along Trask Parkway and Keans Neck Road. Planting the remaining tree-lined perimeter

of the site not visible from public roads would cost an additional \$2 million to \$8 million depending on the width and density of the vegetation planted. Incurring \$2 million or more of additional costs would render the project unviable and so Seabrook Solar has instead proposed \$1.3 million in payments to the County and other public-benefit projects.

Let me know if you have questions or need anything else in advance of the December 11 meeting.

Please also confirm you are able to pass along this information to County Council by this Wednesday, December 5.

Thank you,

Geoff Suttle

First Solar, Inc.

U.S. Project Development

Tel: (434) 249-9818

Em: Geoff.Suttle@FirstSolar.com

SCHOOL

SPEED
LIMIT
4.0

7:30-9:30 AM
2:15-3:30 PM

MON-FRI

PUBLIC NOTICE
An Application Has Been Filed With
Beaufort County For
DEVELOPMENT AGREEMENT
8-100-018-000-000000
Meeting Date / Time: **December 11, 2010**
For Additional Information, Contact
The Community Development Department
(843) 255-2140, www.bcgov.net

PUBLIC NOTICE

An Application Has Been Filed With
Beaufort County For

DEVELOPMENT AGREEMENT APPROVAL
R-700-028-000-0086-0000
R-700-037-000-0128-0000

Meeting Date / Time: DECEMBER 10th 6:30PM

For Additional Information, Contact
The Community Development Department
(843) 255-2140, www.bcgov.net

RESOLUTION NO. 2018 / ____

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (TECHNICAL COLLEGE OF THE LOWCOUNTRY PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to acquire and cause to be acquired properties that are projects under Section 41-43-160 of the Act through which the industrial, commercial, agricultural and recreational development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing business enterprises to locate in and remain in the State and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act to include notes, payable by the Authority solely from revenues and receipts from any financing agreement between the Authority and any business enterprise with respect to such project and secured by a pledge of said revenues and receipts and by an assignment of such financing agreement; and

WHEREAS, the Authority and Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the “Borrower”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the South Carolina Coordinating Council for Economic Development and Beaufort County, South Carolina (the “County”), as may be required by law, to issue not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act to (i) finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center located in the County (the “Project”) to be used by or for the benefit of the Technical College of the Lowcountry (“TCL”), (ii) fund a debt service reserve fund, if any, (iii) pay interest coming due on the Bonds and (iv) pay certain issuance costs related to the Bonds, including credit enhancement fees or premiums, if any (collectively the “Financing”); and

WHEREAS, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds in connection with the Project will directly provide permanent employment for approximately 11 people, and indirectly provide permanent employment for approximately 120 people in the County and adjacent areas; and

WHEREAS, the County Council of the County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW, THEREFORE, BE IT RESOLVED by the County Council, as follows:

SECTION 1. It is hereby found, determined and declared that (i) the issuance of the Bonds and the undertaking of the Project is anticipated to subserve the purposes of the Act and to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally, and (ii) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (a) for the amount necessary in each year to pay the principal of and interest on the Bonds, (b) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (c) that the Borrower shall maintain or shall cause TCL to maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to undertake the Project.

SECTION 3. The amount of Bonds required to undertake the Financing is not exceeding \$8,000,000.

SECTION 4. The Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

SECTION 5. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Resolution shall take effect and be in full force from and after its adoption.

Adopted this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
D. Paul Sommerville, Chairman, County Council

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL.

The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, *inter alia*, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers.

Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY
Harry A. Huntley, Executive Officer

BEAUFORT COUNTY, SOUTH CAROLINA
Connie L. Schroyer, Clerk to Council

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL. The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, inter alia, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY Harry A. Huntley,
Executive Officer BEAUFORT COUNTY, SOUTH
CAROLINA Connie L. Schroyer, Clerk to Council **Publish**
Dates: 11/23/2018-12/7/2018

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Notice Type : Notice of Sale

Posting Date : 11/23/2018

[Printer Friendly](#)

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the South Carolina Jobs-Economic Development Authority ("JEDA") and the County Council of Beaufort County, South Carolina (the "County"), will hold a public hearing with respect to the proposed issuance by JEDA of not exceeding \$8,000,000 aggregate principal amount of its Economic Development Revenue Bonds (Technical College of the Lowcountry Project), in one or more series (collectively, the "Bonds"). The proceeds of the Bonds will be loaned to Technical College of the Lowcountry Foundation, Incorporated, a South Carolina nonprofit corporation (the "Borrower"), to finance the cost of acquisition, construction and equipment of an approximately 28,950 square foot culinary arts institute and interpretive center (the "Project") to be used by or for the benefit of the Technical College of the Lowcountry ("TCL"). The Project will be located in the County at 1 Venture Drive, Buckwalter Place Commerce Park, Bluffton, SC 29910, will be owned by the Borrower and operated and managed by TCL. The Bonds will be payable by JEDA solely and exclusively out of payments to be made by the Borrower and are to be secured, inter alia, by a pledge of the revenues derived by JEDA from the Borrower and TCL in connection with the Project. The Bonds will not constitute an indebtedness of JEDA, the State of South Carolina (the "State"), the County or TCL within the meaning of any South Carolina constitutional provision or statutory limitation (other than Article X, Section 13(9) of the State Constitution permitting indebtedness payable from a source other than revenues derived from a tax or license) nor give rise to a pecuniary liability of JEDA, the State, the County or TCL. The Bonds will not constitute a charge against the general credit of JEDA, the State or the County or the taxing powers of the State or the County. JEDA has no taxing powers. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds and the Project which will be held on Monday, December 10, 2018, at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort, South Carolina 29902. SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY Harry A. Huntley, Executive Officer BEAUFORT COUNTY, SOUTH CAROLINA Connie L. Schroyer, Clerk to Council

01 ▾ Per Page

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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

PRITCHARD POINT RD

500 ft

HEFFAL

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



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 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

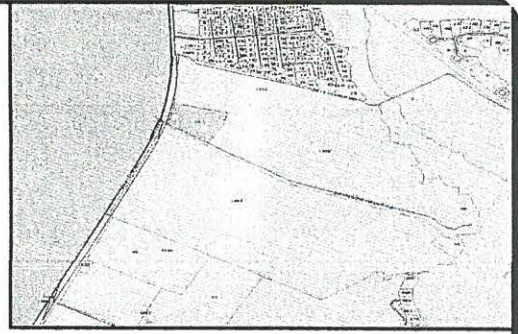
Notary Public signature

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

By: _____

Its: _____

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

PARCEL 373
#1533
(AREA INCLUDES LIFT STATION)
271,262 sq. ft.
6.227 acres

PARCEL 61
N/F
BEAUFORT COUNTY

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

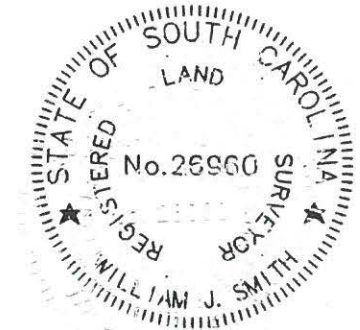
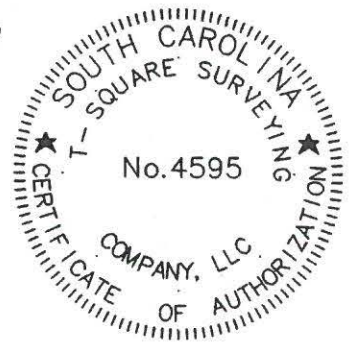


PROFESSIONAL LAND SURVEYORS
P.O. Drawer 330
139 Burnt Church Road
Bluffton, S.C. 29910
tsquare@hargray.com
Phone 843-757-2650 Fax 843-757-5758

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

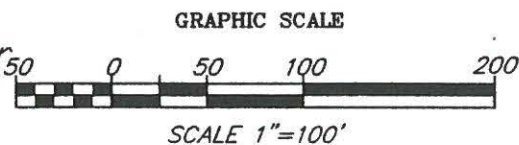
William J. Smith
WILLIAM J. SMITH, PLS # 26960



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)
7.2.70 (b)(7)(A)
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

PRITCHER 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 Pritcher Point Road

OKATIE HWY

PRITCHER 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.

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 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 22nd 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:

Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018

Second Reading:

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:

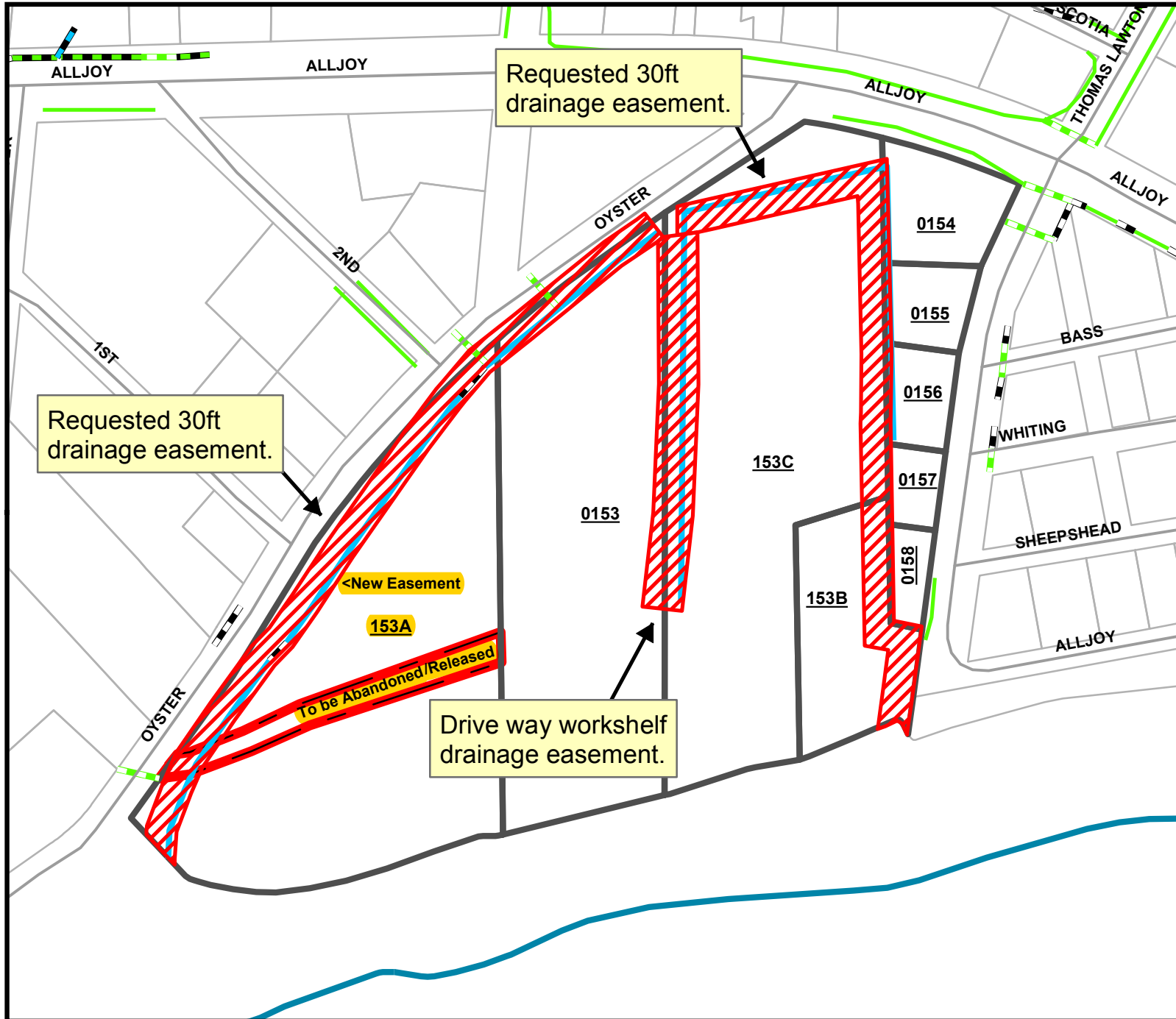
Connie L. Schroyer, Clerk to Council

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

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

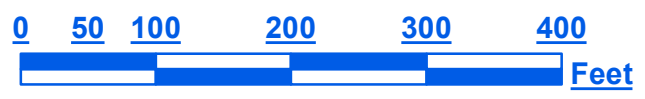
Activity: Drainage
Easement Request

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:

Thomas J. Keaveny, II, County Attorney

ATTEST:

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

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

Adopted: the ___ day of _____, 2018

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

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.

Financial Policy Guidelines

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

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)

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

DRAFT

Financial Policy Guidelines

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

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

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.

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

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

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

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

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

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.

Financial Policy Guidelines

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

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:

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:

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
TOTAL	\$ 3,925,051	\$ 1,064,866	\$ 1,360,185	\$ 1,000,000	\$ 500,000
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
Construction	\$ 3,197,973	\$ 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	\$ 3,629,731	\$ 1,064,866	\$ 1,064,865	\$ 1,000,000	\$ 500,000

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
TOTAL	\$ 3,010,158	\$ 607,419	\$ 902,739	\$ 1,000,000	\$ 500,000
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
Construction	\$ 2,283,080	\$ 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	-
Total Project Budget	\$ 2,714,838	\$ 607,419	\$ 607,419	\$ 1,000,000	\$ 500,000

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

BONAIRE ESTATES SEWER PROJECT ORIGINAL BUDGET
CDB GRANT ONLY, PRIOR TO RIA GRANT
JUNE 2016

	Funding Sources (Original)			
	Project Budget	Beaufort		
		County	BJWSA	CDBGrant
Construction	\$ 1,166,160	\$ 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 ¹	295,320	-	295,320	-
LCOG	53,450	3,450	-	50,000
Total Project Budget	\$ 1,748,162	\$ 282,266	\$ 465,896	\$ 1,000,000

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	\$ 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

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

GL Account#	Description	Original Budget	Actual to Date	Encumbered to date
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	-	-
	TOTAL 2017 GO BOND PROJECTS	\$ 26,000,000	\$ 4,204,963	\$ 9,232,421
	<u>Council Approved Use of Contingency</u>			
	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:

Thomas J. Keaveny, II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading: October 22, 2018, By Title Only

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 10th day of December, 2018.

(AS REREAD ON NOVEMBER 26, 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

TABLE OF EXHIBITS

<u>Exhibit Number</u>	<u>Exhibit Name</u>
A.	Plat of Pepper Hall, 83.195 acres (the “Property”)
B.	Plat of Okatie River Park, 18.00 acres, as now configured (“Okatie River Park”)
C.	Memorandum of Understanding and Beaufort County Council Resolution 2018-9
D.	Plat of Graves Family Barn Site, approximately 2.97 acres
E.	Conceptual Plan for the Development of Pepper Hall and the Okatie River Park
F.	Map of the Current Beaufort County zoning classifications (C-5, C-3) of the Property
G.	Current Community Development Code of Beaufort County, including all amendments to date
H.	Notice of Transfer (Form)
I.	Anticipated Development of the Property at Maximum Build-Out
J.	Current Beaufort County Manual for Stormwater Best Management and Design Practices Manual

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”¹, 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 E** 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

¹ See legal disclaimer at Section XV. D., *infra*

costs and benefits, the Parties have come into agreement on all of the terms and conditions expressed in the within Joint Development 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 Parties intend to establish a Residential Improvement District (RID) pursuant to South Carolina Code Section 6-35-10 et. seq. for the purpose of the County recovering a portion of the financial obligations set forth herein; and

WHEREAS, the County may, in the County's sole discretion establish a RID, and Owner hereby consents to a RID; furthermore the Owner agrees to cooperate with the County in establishing the RID and to provide any additional agreements required under the Residential Improvement District Act; and

WHEREAS, it is the County's intention to implement a RID to recover the cost associated with the construction of the Primary Access Road (a portion of Graves Road and a connector road to the Okatie River Park) as well as costs associated with the design and construction of the Okatie River Park; and

WHEREAS, this Agreement is being made and entered between the County and the Owner, under the terms of the Act, the Residential Improvement District 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 E**, 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 F** and as detailed and explained in the CDC (**Exhibit G**).

“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.

“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 G**), 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. The County may recover the costs for design and construction of improvements in the Okatie River Park by establishing a Residential Improvement District pursuant to S.C. Code of Laws Section 6-35-10 et. seq. Owner hereby expressly grants approval to the County as required by S.C. Code of Laws Section 6-35-30.
3. Okatie River Park Improvements, Off-Site.
 - a. Roads and Traffic Improvements. The Parties acknowledge that the Conceptual Plan (**Exhibit E**) 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 location 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. The County may recover the costs for design, permitting and construction of the Primary Park Access Road (including improvements to Graves Road) by establishing a Residential Improvement District pursuant to S.C. Code of Laws Section 6-35-10 et. seq. Owner hereby expressly grants approval to the County as required by S.C. Code of Laws Section 6-35-30. 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 fifty (50%) 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 costs associated with the County’s 50% share provided herein upon receipt of supporting invoices, and as long as County has approved Owner’s design engineer and contractor and construction contract for such storm water infrastructure. 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 the incremental cost increase (if any) associated with increase in capacity or upsizing water and sewer lines, caused by the Okatie River Park, for 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. Barn Site. The 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. The County and Owner, for certain considerations, have agreed to the following option, exercisable by Owner in his sole discretion within nine (9) months after December 10, 2018, for the Site:

1. Owner may receive back the Barn Site from the County, by way of the County’s quit-claim deed, with a reservation of a public-access easement along the westerly edge of the Site, extending 50 feet easterly from the mean high water line of the Okatie River, and beginning at the northerly end of the Site, and stopping at the southern edge of the Barn Site with an additional 15’ walkway along the southern property line of the Barn Site in such a way that access to a public right of way is preserved. Such deed to be executed, delivered, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina; and, for and in consideration of the foregoing,

Owner will, immediately next after the recording of the above-described quit-claim deed, 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/or any such designee of County), to restrict the future use of the Site to the existing barn structures, or no more than two cottages, with a combined square footage of conditioned living space not exceeding 4122 square feet, and normal residential support structures; and providing for no additional docks to be built on the Site. Said conservation easement shall provide for the use of the preserved pathways described herein for public use and for the preservation of a connection from the park property to a public right of way. The Parties may, by mutual agreement, adjust the site location of the 15' walkway for aligning the connection with a right of way. Owner shall provide as additional consideration, a 1.5 acres parcel of useable high ground, contiguous to the Park and in a configuration and location mutually agreeable to the Parties.

2. Failure to exercise the above option with nine (9) months of December 10, 2018 will result in Owner relinquishing any and all interest in the Barn Site and the Option provided in this Agreement shall expire.

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 to the extent allowed by law. 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**. Subject to the limitations provided in the current CDC, 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. Densities may not exceed those allowed under the current CDC.

2. Such residential dwelling units allowed on the Property are allocated, subject to the regulations of the CDC 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. The densities allowed hereunder are not allowed to exceed those permitted under the CDC.

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.
6. Where the provisions of this Agreement regarding Permitted Uses and Densities may conflict with the CDC in existence at the time of the effective date of this Agreement, the CDC shall prevail.

C. Development.

1. It is acknowledged by the Parties hereto that the Conceptual Plan (**Exhibit E**) represents by-right Development under the Zoning Regulations (**Exhibit G**), 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 J**), 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 necessary ^[1C1]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 buffers 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 the development will not be a gated community. Small,

private enclaves, with gated entrances for securing certain amenities of certain portions of the development that are privately maintained, may be created; provided, however, that such shall not unreasonably impede access to the Okatie River Park.² The Parties may agree to the Owner's dedication of certain Internal Roads within the Property to the County. The Owner may participate in the formation of the Residential Improvement District as contemplated within this Agreement for the purpose of recovering costs associated with the construction of its roads. Election by the Owner to participate in the RID shall not interfere with the County's imposition of the RID for recovering the County's costs associated with the design, permitting and construction of its obligations under this Agreement.

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

² See, above, Section IV.E.

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 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 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 County Stormwater Utility Fees 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 as budgeted by the Stormwater Manager^[1C2].

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), as agreed to herein 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 S.C. Code §§ 6-35-10 to -190 “Residential Improvement District Act” or the “County Public Works Act”, codified as S.C. Code §§ 4-35-10 to -160, to establish such an Improvement District for recoupment of costs of Development.,

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.

P. Delivery Dates for Public Facilities. In compliance with S.C. Code § 6-31-50 (C), the Parties agree that the Agreement provides for public facilities for a passive park, roads, storm water, and open space to be provided by the County. The County’s delivery dates for those public facilities will be triggered by the Parties meeting the following performance standards:

- i. As to the Okatie River Park, the County’s passive park, all improvements provided in the approved design are to be delivered within twenty-four (24) months after one-hundred fifty (150) residential dwelling units have been permitted.
- ii. As to the roads provided by the County under this Agreement (a portion of Graves Road and Primary Park Access Road), County shall deliver the roads within twenty-four months of when construction begins on the first phase of Development of the Property. However, the Owner, or subsequent developer, may accelerate the delivery of the road by mutual agreement with the Administrator by providing for the construction of the road as soon as practical. The Administrator is hereby authorized to enter into an agreement for an accelerated delivery of the road subject to the Owner’s demonstrated

compliance with County procurement procedures, and subject to the County's budget process, for reimbursement of expenditures by developer or Owner in performing the delivery of the road.

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:

With Copy to: The County of Beaufort
PO Box 1228
Beaufort, SC 29901-228
Attention: County Administrator
Thomas J. Keaveny, II, Esquire
Beaufort County Attorney
PO Box 1228
Beaufort, SC 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.

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 H**, 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 H**) 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 a result 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 in **Exhibit B**, 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 G**) and in this Agreement. Specific zoning districts are identified in the Current Zoning of the Property, attached as **Exhibit F**. **Exhibit I** 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 considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and the Act.

9. Historical Structures. Any historical or archaeological issues will be addressed through the permitting process, at the time of Development of any affected phase of Development, under the Zoning Regulations, and no exception from any existing standard for historical structures is hereby granted.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

OWNER:

 Robert L. Graves
 (a/k/a Robert L. Graves, Sr.)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I HEREBY CERTIFY, that on this ____ day of _____, 2018, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Robert L. Graves, a/k/a Robert L. Graves (Sr.), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within documents, who acknowledged the due execution of the foregoing Joint Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

 Notary Public for South Carolina
 My Commission Expires: _____

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.

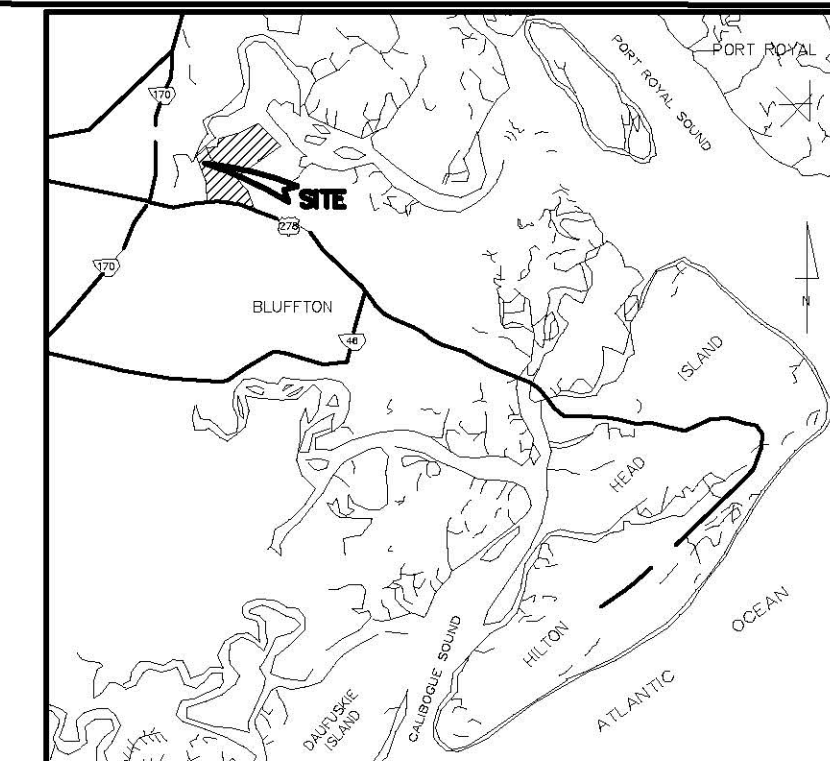
Notary Public for South Carolina
My Commission Expires: _____

MATCHLINE

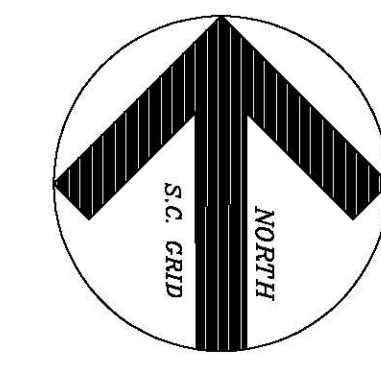
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Table with columns: LINE, LENGTH, BEARING. Continuation of survey points L101 through L200.

Table with columns: LINE, LENGTH, BEARING. Continuation of survey points L201 through L300.



83.195 Ac. (3,623,961 SF)



GRAVES ROAD (County Maintained) 18' Wide Earth Road

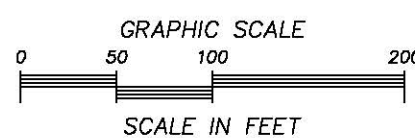
HWY. #278 (ISLAND ROAD)

OKATIE RIVER

PEPPER HALL PLANTATION DRIVE

- REFERENCE PLATS: 1) A SUBDIVISION PLAT FOR R600 021 000 0007... 2) BOUNDARY LAND SURVEY OF 101.51 ACRES... 3) BOUNDARY LAND SURVEY OF 18.00 ACRES...

- LEGEND: CMF CONCRETE MONUMENT FOUND, IPF IRON PIN (OLD) FOUND, IPS IRON PIN (NEW) SET



SIGNATURE DATE The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.

- NOTES: 1. THIS PROPERTY LIES IN ZONES: "A"-8, "B" & "C". MINIMUM ELEV. 14.0' PER PANEL No. 0055-D, COMMUNITY No.450025, LAST REVISED: 9/29/86. 2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR... 3. ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION. 4. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. 5. PARCELS: 603-021-0004, 603-021-0004A AND 603-021-0007B ARE BOUNDED ON THE WEST, OKATIE CREEK SIDE, BY THE MEAN HIGH WATER LINE OF SAID CREEK, AS NOTED IN: D.B.66, PAGE 415, D.B.66, PAGE 447 AND D.B.66, PAGE 586.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 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 OTHER THAN SHOWN.

MICHAEL R. DUNGAN S.C.L.S. No. 11905

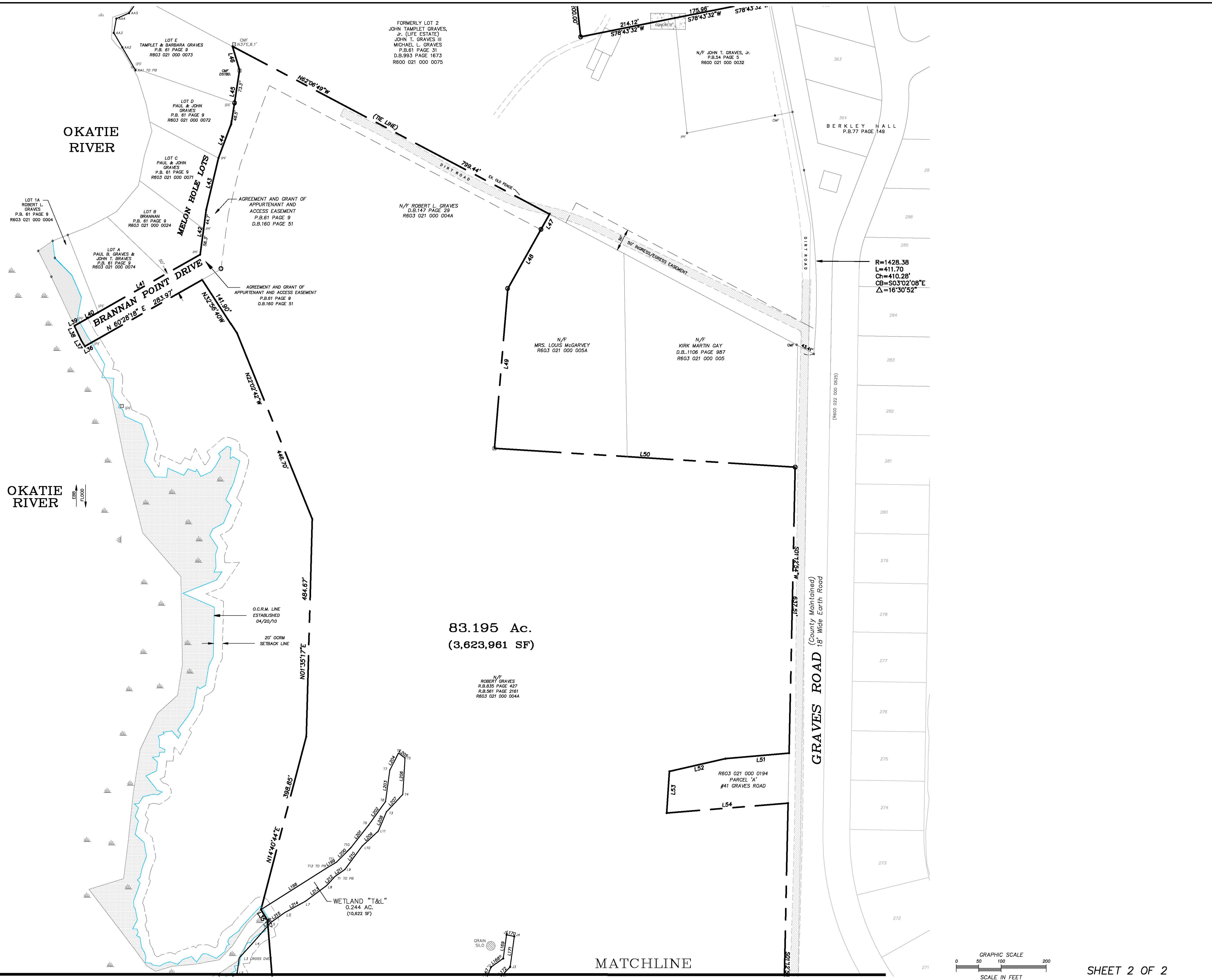
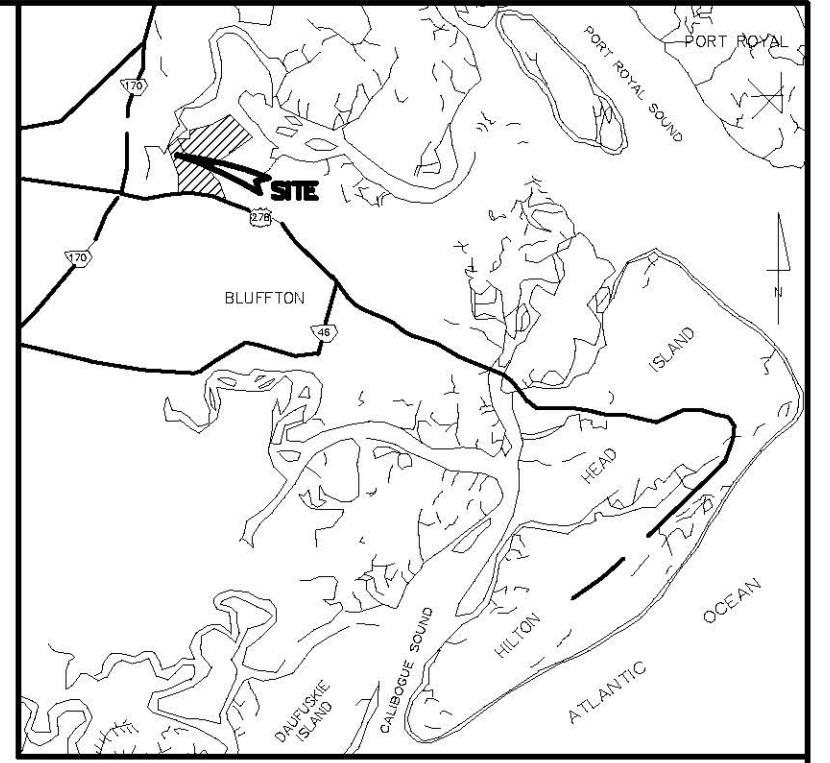
A WETLANDS LAND SURVEY OF ????

A SECTION OF PEPPER HALL PLANTATION BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100' DATE: 10/12/18 JOB No.: 61,728B SURVEYED BY: LD DRAWN BY: MRD CHECKED BY: TWW



SHEET 1 OF 2

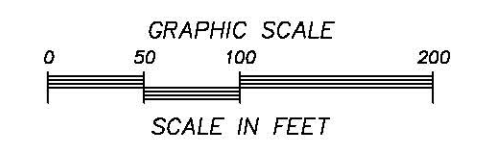


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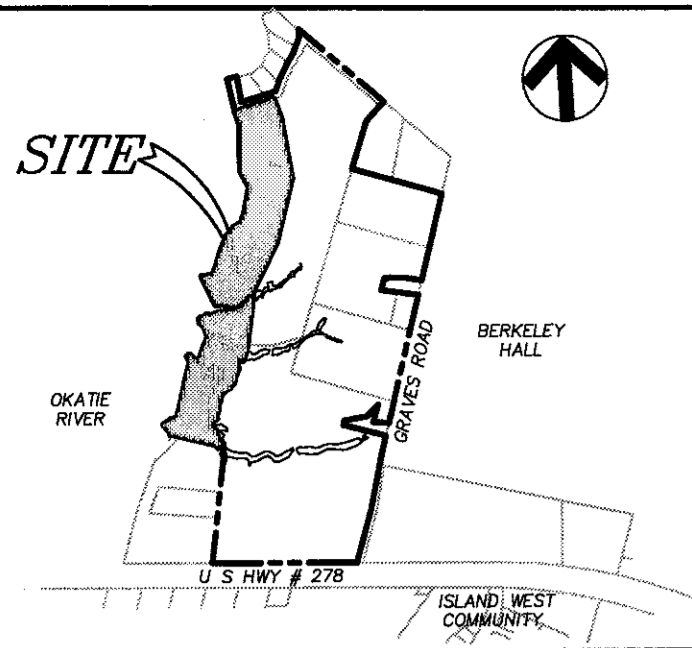
A SECTION OF
PEPPER HALL PLANTATION
BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'
DATE: 10/12/18
JOB No.: 61,728B

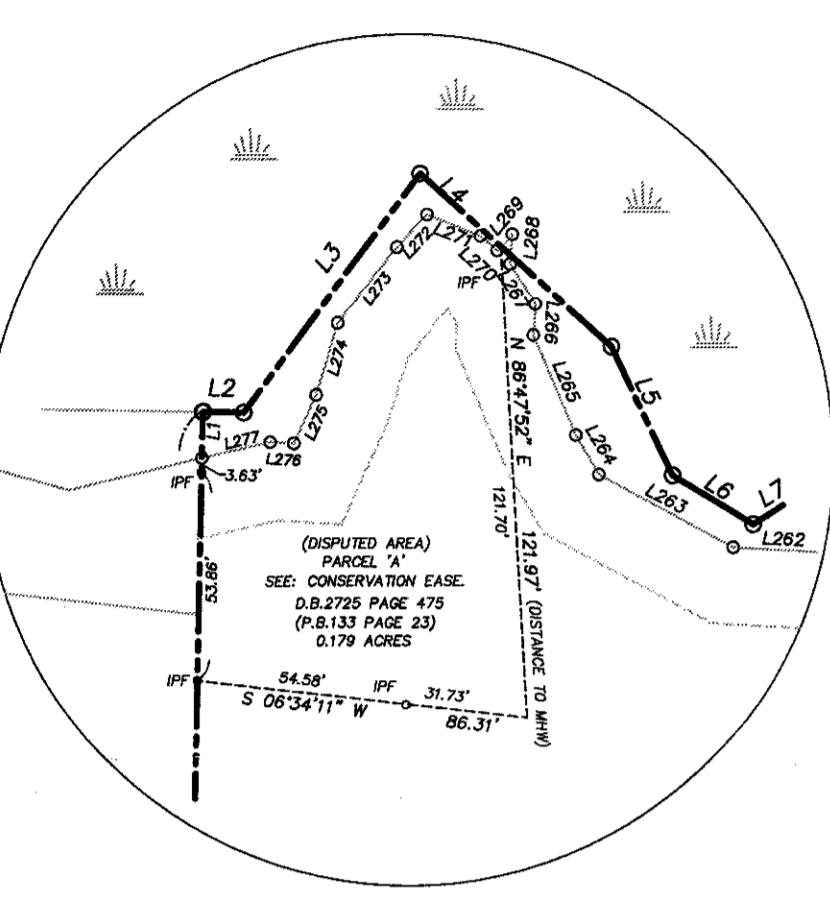
SURVEYED BY: LD
DRAWN BY: MRD
CHECKED BY: TWW



SHEET 2 OF 2



LINE	BEARING	LENGTH
L1	N88°45'29"W	11.88
L2	N00°39'15"E	10.56
L3	N53°21'00"W	76.84
L4	N44°00'53"E	66.94
L5	N84°14'52"E	36.82
L6	N10°11'47"E	24.45
L7	N31°39'40"W	9.21
L8	N01°31'46"E	152.14
L9	N01°31'45"E	227.01
L10	N24°14'47"W	29.26
L11	N46°24'32"W	21.88
L12	N30°00'12"E	23.02
L13	S80°43'21"E	86.10
L14	N05°35'33"E	105.51
L15	N09°24'06"E	48.30
L16	N34°36'11"W	37.12
L17	N70°39'54"W	31.58
L18	N17°25'12"E	27.85
L19	N89°21'50"W	21.95
L20	N32°05'01"E	14.72
L21	N74°23'33"E	25.97
L22	N26°28'33"E	30.43
L23	S80°39'40"W	34.21
L24	N56°02'48"E	60.01
L25	N73°06'23"E	67.32
L26	N2°28'22"E	55.63
L27	N53°43'21"E	50.34
L28	N29°09'02"E	59.05
L29	N44°44'53"E	56.04
L30	N31°30'21"E	28.10
L31	S44°39'40"E	44.82
L32	S33°31'35"E	58.00
L33	S43°39'58"W	41.88
L34	S73°03'05"W	54.41
L35	S84°35'12"W	82.97
L36	S74°45'40"W	37.23
L37	N58°49'58"E	22.87
L38	N36°23'07"W	48.53
L39	N32°19'51"W	185.78
L40	N74°36'56"E	80.68
L41	N07°04'22"E	88.89
L42	N05°53'43"E	103.89
L43	N09°14'33"E	98.65
L44	N25°27'17"E	88.17
L45	N41°34'08"W	129.19
L46	N08°53'02"E	69.13
L47	N01°33'51"W	196.39
L48	N41°34'08"W	129.19
L49	N14°02'08"W	176.53
L50	N11°16'23"W	162.48



L51	N32°30'32"W	101.05
L52	N62°28'18"E	16.44
L53	S32°52'44"E	14.61
L54	S33°13'27"E	7.00
L55	S17°44'31"W	30.25
L56	S80°38'40"E	26.45
L57	S02°55'17"W	38.58
L58	S36°22'33"E	23.88
L59	S13°18'19"W	7.57
L60	S07°36'45"E	9.36
L61	S17°38'43"E	16.60
L62	S60°29'05"E	42.04
L63	S18°11'35"E	47.79
L64	S17°19'46"E	38.19
L65	S33°43'22"E	42.01
L66	S87°14'58"E	26.48
L67	N07°18'43"E	23.65
L68	S66°01'30"E	38.90
L69	N43°09'18"E	17.22
L70	S67°46'17"E	16.16
L71	N21°33'36"E	6.54
L72	S28°21'37"E	16.61
L73	N05°24'31"E	25.17
L74	N32°30'23"E	15.16
L75	N26°28'33"E	24.09
L76	N11°10'53"W	8.66
L77	M49°45'07"E	25.38
L78	S87°02'47"E	8.56
L79	S07°48'18"W	24.67
L80	N54°17'13"E	7.60
L81	S52°12'08"E	17.72
L82	S15°45'18"W	50.52
L83	S27°44'08"W	41.90
L84	S43°28'22"E	16.74
L85	S27°46'01"W	43.34
L86	S81°34'56"W	27.55
L87	S21°45'02"E	22.70
L88	S19°18'13"E	32.04
L89	S16°32'17"W	16.84
L90	S04°57'14"W	28.00
L91	S22°35'04"W	11.76
L92	N87°23'34"E	12.85
L93	S33°15'52"E	76.80
L94	S68°21'58"W	80.64
L95	S09°18'24"E	44.23
L96	S01°19'11"W	109.78
L97	S26°10'24"W	22.94
L98	S09°17'59"W	44.23
L99	S56°31'03"W	14.65
L100	N62°33'46"W	7.43

L101	S10°16'50"W	45.54
L102	S31°19'40"W	28.93
L103	S38°37'00"W	27.42
L104	S33°13'27"E	11.39
L105	S41°18'27"E	10.09
L106	S68°24'42"E	11.46
L107	M41°10'45"W	21.87
L108	S81°31'30"W	16.20
L109	S03°03'02"E	3.85
L110	S30°16'21"E	4.50
L111	S89°42'23"W	14.50
L112	S17°31'13"E	8.78
L113	S00°30'00"W	16.20
L114	S60°56'10"E	13.62
L115	S24°32'45"E	5.84
L116	S87°14'58"E	11.42
L117	S06°45'27"E	5.18
L118	S21°54'42"E	13.47
L119	S48°10'50"E	15.51
L120	S27°22'40"E	19.70
L121	S64°18'13"E	26.09
L122	S38°40'13"E	34.71
L123	S27°03'09"E	4.99
L124	S17°50'27"E	11.98
L125	S86°01'30"W	8.62
L126	N78°09'00"W	5.42
L127	S75°27'42"W	23.79
L128	S36°20'17"E	18.32
L129	S87°02'47"E	8.56
L130	S48°45'07"E	13.03
L131	S21°40'10"E	20.89
L132	S35°57'18"E	12.71
L133	S17°38'11"E	7.07
L134	S21°24'24"E	23.44
L135	S32°16'11"E	11.29
L136	S10°20'13"E	31.88
L137	S21°45'02"E	22.70
L138	S19°18'13"E	6.50
L139	S12°41'04"E	18.30
L140	S45°57'14"W	6.59
L141	S43°22'14"E	9.29
L142	S19°18'13"E	43.07
L143	S01°05'54"E	12.53
L144	S27°31'01"E	12.57
L145	S10°20'13"E	29.70
L146	S27°18'15"W	23.11
L147	N88°04'54"E	8.81
L148	S17°50'27"E	6.57
L149	S21°44'45"W	7.92
L150	S64°19'42"E	8.78

L151	S08°10'00"E	22.33
L152	S39°47'46"E	13.12
L153	S17°42'17"E	10.27
L154	S33°13'27"E	11.39
L155	S05°28'21"E	12.20
L156	S49°55'15"E	6.78
L157	S82°09'53"E	15.37
L158	S69°30'15"E	12.11
L159	S09°28'38"E	5.15
L160	S84°58'15"E	10.52
L161	N42°10'17"E	15.39
L162	N17°22'45"E	25.73
L163	S85°11'47"E	23.11
L164	S65°22'53"E	29.37
L165	N08°12'45"E	7.74
L166	S86°23'13"E	24.97
L167	N56°38'58"E	23.85
L168	S21°54'42"E	13.47
L169	N62°39'18"E	6.76
L170	N68°01'50"E	7.81
L171	S18°42'42"E	8.84
L172	S42°40'12"E	10.66
L173	S05°24'31"E	36.46
L174	N33°22'00"E	11.13
L175	S86°01'30"W	8.66
L176	N42°30'38"E	15.38
L177	S32°08'51"E	37.63
L178	S54°54'50"E	5.78
L179	S22°19'17"E	10.40
L180	S14°19'14"E	14.85
L181	S43°02'08"E	14.46
L182	S54°27'58"E	12.71
L183	S38°51'14"E	13.73
L184	S31°14'42"E	13.61
L185	S39°38'15"E	7.33
L186	S17°08'24"E	22.69
L187	S89°11'18"E	9.79
L188	S45°57'45"E	3.84
L189	S16°18'13"E	22.47
L190	S21°45'02"E	22.70
L191	S79°17'16"W	5.54
L192	S68°15'22"E	20.10
L193	S28°53'36"E	38.28
L194	S11°43'38"E	16.17
L195	S20°21'24"E	12.37
L196	S27°18'15"W	23.11
L197	S27°31'01"E	12.57
L198	S17°50'27"E	20.16
L199	N41°39'26"E	10.07
L200	N23°14'32"W	8.50

L201	S10°16'50"W	45.47
L202	S39°47'46"E	13.12
L203	S17°42'17"E	10.27
L204	S33°13'27"E	11.39
L205	S05°28'21"E	12.20
L206	S49°55'15"E	6.78
L207	S82°09'53"E	15.37
L208	S69°30'15"E	12.11
L209	S09°28'38"E	5.15
L210	S84°58'15"E	10.52
L211	N42°10'17"E	15.39
L212	N17°22'45"E	25.73
L213	S85°11'47"E	23.11
L214	S65°22'53"E	29.37
L215	N08°12'45"E	7.74
L216	S86°23'13"E	24.97
L217	N56°38'58"E	23.85
L218	S21°54'42"E	13.47
L219	N62°39'18"E	6.76
L220	N68°01'50"E	7.81
L221	S18°42'42"E	8.84
L222	S42°40'12"E	10.66
L223	S05°24'31"E	36.46
L224	N33°22'00"E	11.13
L225	S86°01'30"W	8.66
L226	N42°30'38"E	15.38
L227	S32°08'51"E	37.63
L228	S54°54'50"E	5.78
L229	S22°19'17"E	10.40
L230	S14°19'14"E	14.85
L231	S43°02'08"E	14.46
L232	S54°27'58"E	12.71
L233	S38°51'14"E	13.73
L234	S31°14'42"E	13.61
L235	S39°38'15"E	7.33
L236	S17°08'24"E	22.69
L237	S89°11'18"E	9.79
L238	S45°57'45"E	3.84
L239	S16°18'13"E	22.47
L240	S21°45'02"E	22.70
L241	S79°17'16"W	5.54
L242	S68°15'22"E	20.10
L243	S28°53'36"E	38.28
L244	S11°43'38"E	16.17
L245	S20°21'24"E	12.37
L246	S27°18'15"W	23.11
L247	S27°31'01"E	12.57
L248	S17°50'27"E	20.16
L249	N41°39'26"E	10.07
L250	N23°14'32"W	8.50

L251	S20°47'31"E	16.27
L252	S46°12'29"W	16.07
L253	S27°38'07"E	17.87
L254	S09°24'39"W	57.71
L255	S09°24'39"W	57.71
L256	S09°24'39"W	57.71
L257	S16°10'41"E	25.03
L258	S05°41'17"E	46.63
L259	S23°00'21"E	16.33
L260	S84°58'15"E	7.95
L261	S45°03'50"E	10.17
L262	S03°17'40"E	28.49
L263	S28°12'44"E	39.67
L264	S56°26'31"E	11.73
L265	S56°26'31"E	28.10
L266	S67°46'17"E	6.03
L267	S05°24'39"W	12.01
L268	N85°35'56"E	7.73
L269	S46°38'18"E	5.73
L270	S46°38'18"E	5.74
L271	S21°48'08"E	15.07
L272	S47°17'01"E	11.47
L273	S01°47'05"E	24.97
L274	S73°10'27"E	18.32
L275	S85°11'47"E	13.78
L276	S03°24'31"E	6.18
L277	S13°01'18"E	16.21
L278	S03°24'31"E	6.18
L279	S89°11'18"E	23.52
L280	S08°59'27"E	25.98
L281	N85°24'12"E	28.60
L282	S10°48'27"E	10.85
L283	N87°48'27"E	10.72
L284	N89°28'28"E	18.16
L285	S81°43'15"E	25.11
L286	N89°28'28"E	28.21
L287	N23°14'32"W	8.91
L288	N15°43'58"E	7.36
L289	N37°18'05"E	15.21
L290	N11°34'47"E	21.03
L291	N06°17'48"W	67.41
L292	N89°28'28"E	28.21
L293	N11°34'47"E	21.03
L294	N58°10'12"E	7.84
L295	N05°45'02"E	6.06
L296	N05°44'24"W	27.82
L297	S16°12'12"E	16.94
L298	N44°01'12"E	17.88
L299	N46°14'09"E	6.82
L300	N17°34'37"E	24.77

L301	N36°34'08"E	16.76
L302	N16°33'58"W	14.16
L303	N42°40'01"E	21.77
L304	N05°21'06"E	16.64
L305	N23°13'45"E	22.39
L306	N81°11'42"E	17.47
L307	S12°22'07"E	8.73
L308	N20°34'17"E	46.89
L309	N09°44'32"E	11.44
L310	S82°11'56"E	12.61
L311	S87°10'43"E	38.06
L312	S19°13'14"E	11.66
L313	N12°30'15"E	5.11
L314	N13°13'00"E	13.91
L315	N23°05'19"E	5.16
L316	N13°13'00"E	24.92
L317	N13°13'00"E	24.92
L318	N23°05'19"E	20.77
L319	N01°41'14"W	7.36
L320	N34°41'30"E	15.69
L321	N16°17'59"W	15.77
L322	N62°52'59"W	18.83
L323	N62°52'59"W	38.20
L324	S30°29'02"E	24.96
L325	S04°17'05"W	30.77
L326	N26°38'44"W	6.87
L327		

**MEMORANDUM OF UNDERSTANDING
BETWEEN BEAUFORT COUNTY AND ROBERT L. GRAVES**

PURSUANT TO RESOLUTION 2018 - 9

THIS AGREEMENT is between Beaufort County ("County") and Robert L. Graves ("Graves"), effective as of the last date signed below.

WHEREAS, it is a purpose of the County to manage its Passive Park Properties for the benefit, education and enjoyment of the citizens of the County; and

WHEREAS, the County owns Okatie River Park adjacent to property owned by Graves known as Pepper Hall; and

WHEREAS, the County desires to see that the Okatie River Park is designed, developed, operated and maintained as an element of the County's Okatie River Park System, as a Passive Park; and

WHEREAS, the Okatie River Park is the site of various stormwater drainage collection, impoundment and outfall structures which are receiving stormwater drainage from nearby lands and improvements other than Pepper Hall; and

WHEREAS, Graves desires to develop Pepper Hall for residential and commercial uses; and

WHEREAS, the County and Graves have agreed 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 Division 3.160 Parks, Playgrounds and Outdoor Recreation Areas.

NOW, THEREFORE, the County and Graves document that their intent of this Memorandum of Understanding is to continue further discussion regarding the following, and upon their mutual agreement will develop a legal and binding Agreement among themselves around the following points:

1. The County will enter into discussions with Graves regarding design collaboration with Graves, his land planners, engineers, attorneys, and representatives to develop a mutually-agreeable plan to accommodate (a) improvement of the protection for the waters and estuaries of the Okatie River; (b) improvement of the carrying capacity, and of the integrity of the County's stormwater system on-site at the Okatie River Park, and leading to the Graves property at Pepper Hall, as well as the improvement of the carrying capacity and the integrity of the Graves' stormwater system elements on-site on Pepper Hall; (c) the design, development, operation and maintenance of the County's Okatie River Park; and (d) a development plan and approval for Pepper Hall.

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2. The County will consider making an initial investment from Rural & Critical Lands Funds for the capital improvements of the Okatie River Park, to be offset by certain contributions in kind or cash, of Graves and/or Pepper Hall (as to be developed in the future) for his/their *pro-rata* shares. In addition, this will also involve the consideration of an initial investment by the County, through its Stormwater Funds, also to be offset by certain contribution in kind or cash, of Graves and/or Pepper Hall (as to be developed in the future) for his/their *pro-rata* shares.
3. Okatie River Park will have full-time public access, a public way, a deeded non-exclusive access from a public way, and may include other facilities and amenities such as, but not limited to, parking, restroom facilities, passive recreational facilities including some form(s) of access to the Okatie River, in addition to enhancements of its current functions in stormwater management in that vicinity of Beaufort County, and therefore, the Pepper Hall development plan will not create a gated community or similar forms of controlled access and exclusion of the public, and such public access to the Okatie River Park shall be made inviolate.
4. Since the access to the Okatie River Park will be from Graves Road and/or US Hwy. 278, and through the roads of Pepper Hall, the County may facilitate acquisition of sufficient right-of-way for Graves Road to enable its use as a public road, and may share the costs thereof along with costs of access from US Hwy. 278, with Graves, and the County may accept dedication of the roads in Pepper Hall, including the access to the Okatie River Park, and Graves Road as public roads and may maintain the roads in Pepper Hall.
5. In regard to the Graves development plan for Pepper Hall, there will be reduced and modified buffers between the Okatie River Park and Pepper Hall and, consistently with the intent of building codes, the acreage of the Okatie River Park may be counted as part of the requirements under the CDC for Pepper Hall, such as: open space, pervious cover, forest preservation, and tree protection, to be mutually agreed upon by the County and Graves.
6. At the start of this public-private partnership, the County will be responsible for the operations and routine maintenance of the Okatie River Park. Over time, the Graves *pro-rata* share of the operations and routine maintenance of the Okatie River Park shall become conducted by a property owners' association to be formed for Pepper Hall once its development has gotten underway and will be funded by proceeds of the sales of properties within Pepper Hall and/or assessments from the property owners in Pepper Hall under plans to be mutually agreed upon by the County and Graves.
7. The future capital maintenance of the Passive Park elements of the Okatie River Park may be on a shared basis between the County and the Pepper Hall property owners' association, with ratios to be determined, and with the definitions, terms

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and conditions thereof to be agreed upon. The future capital maintenance of the stormwater drainage apparatus on-site at, and leading to, the Okatie River Park may be paid for between the County through its Stormwater Funds, and the Pepper Hall property owners association, with similar ratios, definitions, terms and conditions thereof to be agreed upon.

8. The County intends to arrange certain funding for the Okatie River Park through the "Neighborhood Improvement District" provisions of the SC Code found in the South Carolina Residential Improvement District Act, §§ 6-35-10 ff. If determined to be appropriate, Graves will record restrictive covenants applicable to Pepper Hall such that the financial responsibilities of the Pepper Hall property owners' association, set forth herein above, will be noticed and obligated prior to the sales to lot buyers.
9. The opening and closing hours of the Okatie River Park will be from dawn to dusk each day, and will be in accordance with hours approved by the Beaufort County Passive Park Manager. Handicapped visitors will have accessibility to the Okatie River Park. The County will provide security for the Okatie River Park by way of the Beaufort County Sheriff's Office unit currently called its Environmental Crimes Unit.

BEAUFORT COUNTY

Cheryl Harris
Witness

Dezanne M. Reed
Witness

By: Thomas J. Keaveny II Date July 30, 2019
Title: Interim County Administrator

ROBERT L. GRAVES

Carly Keen
Witness

Samuel Phaso
Witness

By: Robert L. Graves Date Sept 17, 2019

CONFIDENTIAL INFORMATION

This information is conceptual and subject to change. All information was compiled from unverified sources at various times and as such is intended to be used only as a guide. All scale and dimensional information, charts, diagrams, and narrative descriptions are for graphic presentation only, are not legal representations, and are not intended for construction. All referenced parties assume no liability for its accuracy or state of completion, or for any decisions (requiring accuracy) which the user may make based on this information.

These drawings, ideas and designs are the property of Tom Low and Civic By Design. No part thereof shall be copied, disclosed to others, or used in connection with any work other than that for the specific project for which they have been prepared without written consent.

← NORTH →

← SCALE 500' →



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← NORTH →

← SCALE 500' →



- ### Zone Districts
- FBCCode**
- Buckingham Landing Community Preservation [BLCP]
 - C3 Neighborhood Mixed Use [C3NMU]
 - C4 Community Center Mixed Use [C4CCMU]
 - C5 Regional Center Mixed Use [C5RCMU]
 - May River Community Preservation [MRCP]
 - Existing Planned Unit Development [PUD]
 - T1 Natural Preserve [T1NP]
 - T2 Rural [T2R]
 - T2 Rural Center [T2RC]
 - T2 Rural Neighborhood [T2RN]
 - T3 Edge [T3Edge]
 - T3 Hamlet Neighborhood [T3HN]
 - T3 Neighborhood [T3N]
 - T4 Hamlet Center [T4HC]
 - T4 Hamlet Center Open [T4HCO]
 - T4 Neighborhood Center [T4NC]
- STREET**
- PEDESTRIAN PATH**

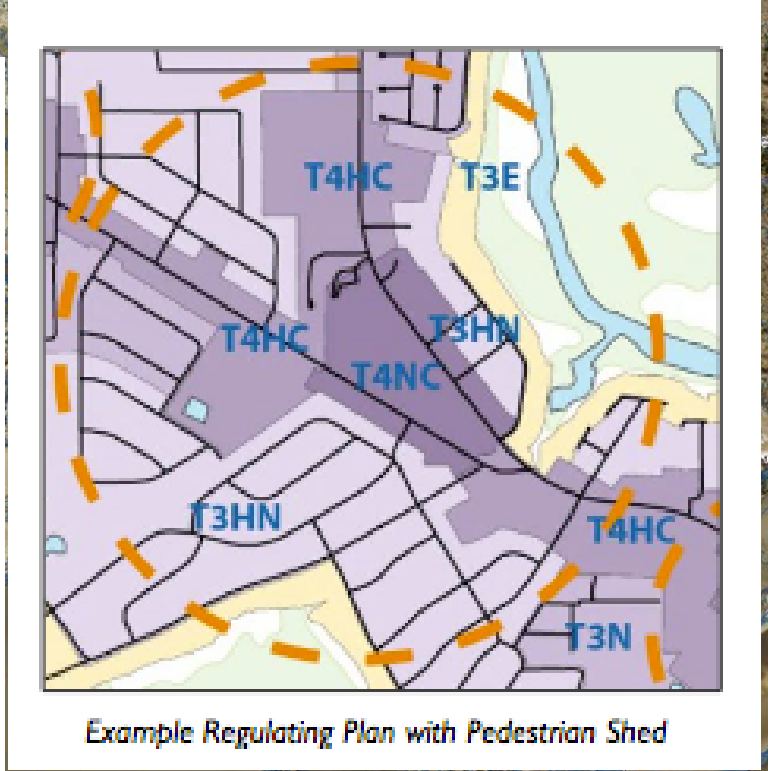
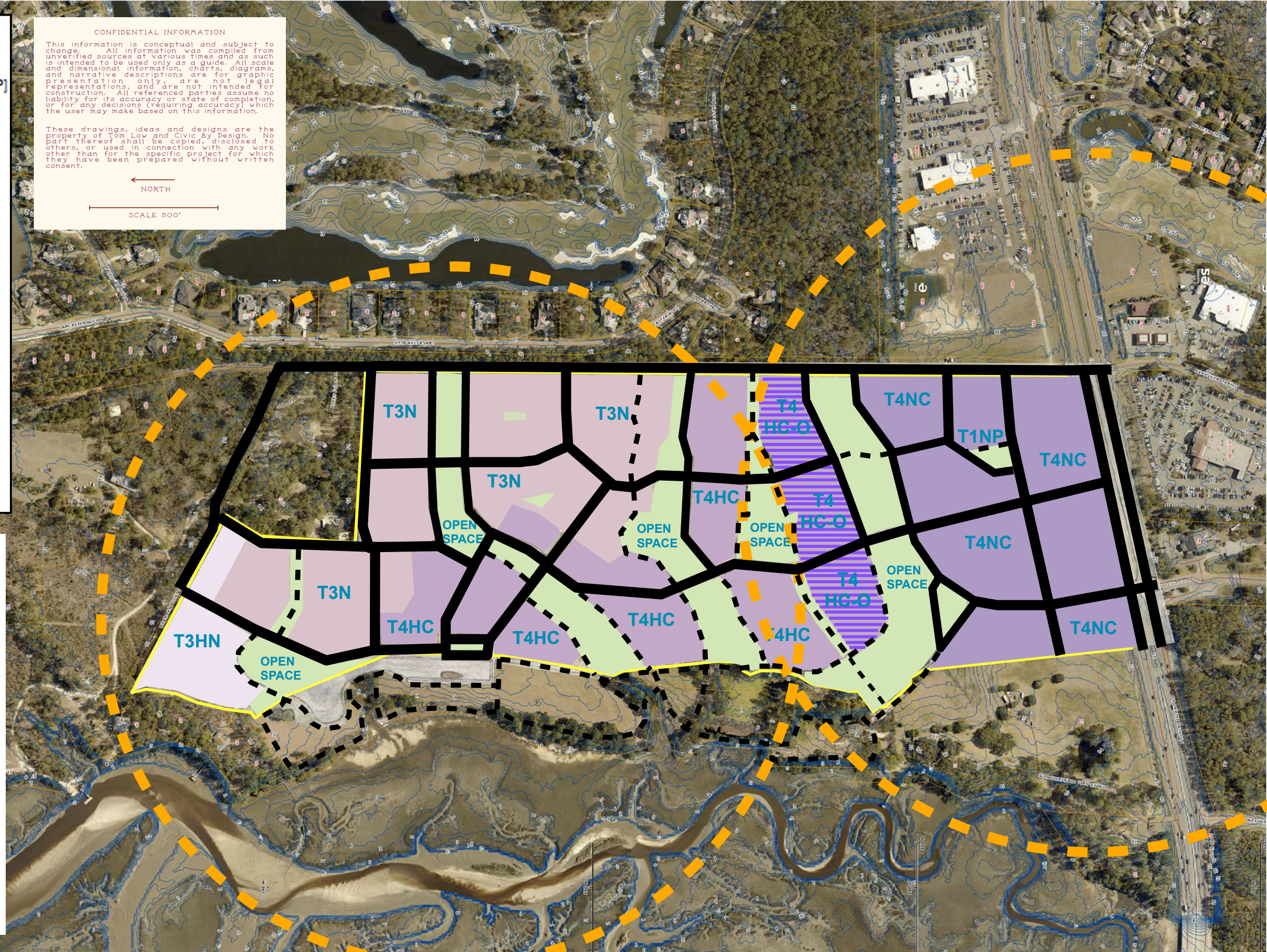
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SCALE 500'





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NORTH

SCALE 500'



FRONT SECTION

COMMERCIAL
 116,500 SF SMALL COMMERCIAL
 50,000 SF JUNIOR ANCHOR
 7,000 SF GAS BACKWARDS STATION

 173,500 SF TOTAL COMMERCIAL

HOUSING
 116,500 ÷ 40 FT DEPTH = 2912.5 LF
 2912.5 ÷ 70' = 41.6 APT. MANSIONS
 X 6 (SIXPACKS THREE STORIES ABOVE COMMERCIAL)
 = 249.6 DUs. APT. CONDO FLATS

FRONT, MIDDLE, AND BACK COMBINED TOTAL:

	DUs.	COMMERCIAL
C5 FRONT	250	173,500 SF
C5 MIDDLE	192	89,600 SF
C3 BACK	238	80,000 SF

GRAND TOTAL	680 DUs.	343,100 SF COMM.

PRELIMINARY YIELD ANALYSIS

These numbers are broken down into Front, Middle, and Back areas with the middle area split between C5 and C3. These numbers are likely the maximum with the following caveats:
 The C5 front area considers 3 1/2 story buildings except for the anchor and gas station.
 The C-5 middle assumes 2 1/2 stories.
 The C3 middle and back assumes 2 1/2 stories. The C3 zoning uses the 18 acres of park in the 3.5du/acre max allowed.

MIDDLE & BACK C3

COMMERCIAL
 1600 LF FRONTAGE X 50' DEPTH
 = 80,000 SF

HOUSING (TOWNHOUSES AND SF HOUSES)
 50AC + 18AC PARK = 68AC
 68 X 3.5 DUs. = 238 DUs.

MIDDLE C5

COMMERCIAL
 32 BUILDINGS X (40' X 70' = 2800SF)
 = 89,600 SF

HOUSING (2 STORY ABOVE COMMERCIAL)
 32 APT. MANSIONS @ 4DUs. = 128 APTS.

EXHIBIT I

The anticipated development of the Property at maximum build-out is delineated as follows:

See Joint Development Agreement, Sections V.B.1 through 5. And C.1 through 4.

DAVIS & FLOYD

SINCE 1954

TECHNICAL MEMORANDUM

October 15, 2018

To: Mr. Ling Graves
Graves Construction Company, Inc.

From: Jared Bramblett, PE

Subject: Stormwater Due-Diligence Summary
Graves Land – Beaufort County
D&F Job Number: 013652.00

I. Project Description

The Graves Land near the intersection of US 278 and Highway 170 in Beaufort County has been considered for development for many years. The latest development plan includes a mix of single-family, multi-family, mixed-use, commercial and parks/open space to create a walkable new-urban village. This development plan will be required to comply with Beaufort County's Manual for Stormwater Best Management and Design Practices (the Manual). Davis & Floyd (D&F) was engaged to develop conceptual stormwater strategies that can be implemented to meet the County's requirements, and the intent of this report is to present and summarize D&F's findings.

II. Brief Summary of Stormwater Requirements and Proposed Strategies

Following is a brief summary of the stormwater requirements that must be addressed and the strategies being proposed to meet these requirements with a more detailed presentation of supporting information provided in the remainder of this memo:

- 1. Offsite Flows:** The existing "wetland finger" closest to US 278, that terminates with the existing pond and Outfall 2 as represented in Exhibit D, currently conveys approximately 145 acres of offsite stormwater by way of the dual 36" pipes under Graves Road including 20 acres from US 278. As this Project is developed, we must ensure that the "wetland finger" has the capacity to adequately convey the increase in flow. In our meeting on July 18th, the County indicated that it may be willing to contribute, its proportionate share, to any improvements necessary for this flow to be conveyed. Improvements to the "wetland finger" will have to be coordinated with Newkirk Environmental and approved by the Corps of Engineers but could include modifications to or replacement of the existing flashboard riser structures, modifications to the existing grades along the wetland finger and/or the

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construction of a new pond. To assist with County coordination on this issue, the onsite and offsite flows contributing to this “wetland finger” are provided on Page 6 of this report in Table 2.

2. **95th Percentile Rainfall Volume Control:** The volume of stormwater runoff generated by 1.95” of rain (95th percentile storm event) cannot be discharged from the site and must be retained and absorbed onsite through infiltration, evaporation or transpiration within 14 days. Site specific geotechnical testing should be performed to confirm infiltration rates of the existing soils, but reports from the Natural Resource Conservation Service indicate that the infiltration rates are low leaving evaporation and transpiration as the primary means by which this requirement can be met. Preliminary calculations indicate that we will need approximately 20 acres of irrigation area to meet this requirement. Irrigation of “big box” rooftops will also help to meet this requirement through evaporation.
3. **10% Effective Imperviousness:** The Project’s impervious area including rooftops, roads, alleys, driveways, sidewalks, parking lots, etc. must be reduced from approximately 35% to no more than 10% effective imperviousness by implementing BMP’s such as rain gardens, bio-swales and pervious pavement. Our calculations estimate that we can achieve approximately 6% effective imperviousness by using a pervious material in the alleys, constructing bio-swales/raingardens along the roads, constructing rain gardens along the wetlands, and disconnecting impervious areas. See Exhibit F for the conceptual plan and table summarizing these calculations.
4. **Peak Discharge Control:** Post-development stormwater runoff rates must be reduced to the pre-development levels for the 2-, 10-, 25-, 50- and 100-year storm events. The measures implemented to accomplish items 2 and 3 above will go a long way to meet this requirement with the “lake” proposed for the northwest portion of the site likely being able to provide any additional storage volume needed. If additional storage volume is needed beyond that being provided by the “lake”, we can supplement with underground storage beneath the commercial parking lots.
5. **Water Quality:** Pollutants and nutrients including nitrogen, phosphorous and bacteria (fecal coliform) in the stormwater runoff must be reduced to an acceptable level prior to being released. The proposed measures necessary to meet the other requirements described above should meet the water quality requirement. In the unlikely event that this does not occur, we may have to provide some additional storage volume in the ponds, rain gardens, bio-swales, and/or underground storage facilities.

In order to finalize the design of these measures and to develop a detailed stormwater master plan for Beaufort County's review, we will need the following information:

- Geotechnical Testing to Determine Infiltration Rates and Seasonal High Groundwater Table
- Finalize the Conceptual Master Plan and Convert to CAD. Detail will need to be added to better define the Streets, Sidewalks, Alleys, Driveways, Rooftops, Rain Gardens, Bio-Swales, and "Lake".
- Latest Wetlands Survey

III. Existing Site Conditions

The 100-acre site is located north of US Highway 278 on the eastern bank of the Okatie River and consist of two parcels, an 82 acre parcel owned by the Graves and proposed for mixed-use development along with an 18 acre parcel owned by the County and proposed as a County Park. Existing land uses on the site, as defined by the National Land-Cover Database (NLCD), consist of hay/pasture, evergreen forest, wetlands, developed open space, and developed low intensity residential. The majority of site soils consist of moderately to poorly drained soil with limited infiltration capacity. The predominate soils onsite belong to hydrologic soil groups (HSG) C & D, as defined by the Natural Resource Conservation Service (NRCS). A digital elevation model (DEM) from 2009 for Beaufort County was acquired through the South Carolina Department of Natural Resources (DNR). The highest elevation on the site of approximately 23.5' (NGVD88 Datum) is adjacent to US Highway 278 with the lowest elevations between 8' and 9' adjacent to the wetlands/marsh areas. A vicinity, soils, and topographic map have been included as Exhibits A, B, and C, respectively.

The site is comprised of four (4) significant hydrologic basins as shown in Exhibit D. Basin A, which consists of 62.5 acres, drains to the pond/wetland system that discharges via two control structures to the Okatie River. Basin B, which consists of 12.7 acres, drains to a marsh/wetland finger. The 4.2 acres comprising Basin C drains directly to the marshes of the Okatie River. Basin D, comprised of 36.7 acres, drains via swales/ditches to the Okatie River. Additionally, a 134.5 acre basin (Basin OS1) and two SCDOT right-of-way basins (Basins DOT1 and DOT2) totaling 20.4 acres to the east of the site drain through culverts under Graves Road into the pond/wetland system within Basin A. The flows from Basin OS1 will limit the amount of detention that can be provided in the existing pond/wetland system for Basin A.

IV. Conceptual Master Plan

A conceptual master plan, developed by Civic by Design dated May 8, 2018, was used as the basis for this stormwater due-diligence exercise. The plan, depicted as Exhibit E, calls for commercial and mixed-uses within the southern property fronting US Highway 278 and various density residential uses within the center and northern portions of the property. The existing wetland systems within the property are proposed to be preserved.

V. Beaufort County Stormwater Requirements

The stormwater requirements set forth in the County's Manual can be summarized into three (3) categories addressing water quality and quantity control.

1. Volume Control
 - a. 95th Percentile Volume – The pre-development runoff volume must be maintained post-development for the 95th percentile storm event (1.95" depth). The means to address this are infiltration, evaporation, and/or transpiration through rainwater harvest/reuse.
 - b. Effective Imperviousness – The Manual defines effective imperviousness as a "metric that measures how effectively impervious surface runoff is reduced relative to pre-development pervious surface runoff" and requires sites to meet a threshold of 10% effective impervious area. This can be achieved through the implementation of BMPs that reduce the effective imperviousness percentages as presented in Section 5 of the Manual.
2. Peak-Discharge Control – Post-development runoff rates must be controlled to pre-development runoff rates for the 2-, 10-, 25-, 50-, & 100-year, 24-hour design storm events. This can be addressed through the implementation of BMPs including but not limited to bio-swales, rain gardens, and ponds. It should be noted that the Manual requires the existing site conditions to be modeled as a 'meadow in good condition' for the purpose of pre-development flow rate determination.
3. Water Quality – Appropriate BMPs must be implemented with the development that reduce pollutant and nutrient loads of stormwater runoff. Nitrogen, phosphorus, and bacteria (fecal coliform) removal must be demonstrated using criteria presented in Section 5 and Appendix E of the Manual.

VI. Stormwater Management Strategies

A meeting was held at Beaufort County's engineering office on July 18, 2018 to discuss the proposed development plan and potential stormwater management strategies. The strategies presented in this section include considerations of County comments from this meeting. For the purpose of stormwater master planning, the development area includes the Graves Land and the County Park (totaling approximately 100 acres).

1. Accommodation of Off-Site Flows – Stormwater runoff from Basin OS1 must be adequately conveyed through the site. A hydrologic analysis of Basin OS1 was performed, and the un-routed runoff rates to the culverts under Graves Road are quantified in Table 2 below. The pond/wetland system within Basin A should be designed and analyzed so that any changes do not adversely impede flow or adversely impact upstream areas.
2. 95th Percentile Rainfall Volume Control – During the meeting, the County clarified that the intent of this requirement is for the 95th percentile rainfall event (1.95" depth) to be stored within the developed site. Due to the anticipated poor infiltration capabilities of site soils, most of this volume will need to be captured and reused through irrigation or other means. Reuse facilities must be designed so that the required capture volume is used within fourteen (14) days. Additionally, the storage volume of pervious pavements may also be used to meet the 1.95" rainfall depth volume control requirements.

It is recommended that infiltration testing be performed on the site to determine the potential applicability of infiltration BMPs.

3. **Effective Imperviousness** – An analysis of the proposed land-uses was performed and is depicted in Exhibit F. The areas of proposed impervious cover were quantified and treated with various volume control BMPs. The BMPs that are implemented to address the 95th percentile event will also help achieve the required 10% effective imperviousness requirements. A conceptual effective imperviousness computation summary has also been provided in Exhibit F. This analysis shows that through the proper implementation of pervious pavements, rain gardens, and stormwater reuse BMPs, they site may exceed the County’s requirements.
4. **Peak Discharge Control** – The BMPs implemented to meet items 2 & 3 above will also help meet the County’s required peak discharge control. By controlling the volume of runoff leaving the site, these BMPs will greatly reduce the need for traditional stormwater ponds. As the conceptual master plan is refined and finalized, a detailed analysis can be performed to determine the needed size of any additional stormwater ponds. Any required peak discharge control facilities not addressed through other BMPs can likely be treated within the pond in the northwest portion of the site and/or a potential underground storage facility beneath the parking lots of the commercial area.
5. **Water Quality** – The BMPs designed to meet the other site stormwater requirements will need to be analyzed using the calculation methodology included in the Manual. As the site plan is finalized and detailed BMPs parameters are determined, the design of the BMPs will need to be checked to ensure that adequate pollution removal rates are achieved. If necessary, BMP design tweaks or additional BMPs may be required.

VII. Quantification of Watershed Flows

The County requested a quantification of off-site and on-site flow rates in order to help determine appropriate coordination between the Developer and the County as it relates to off-site flows and runoff from the future County Park. Tables 1-4 provide a summary of flows contributed by the Graves Property, County Park Property, offsite properties, and SCDOT rights-of-way. Exhibits C & D provide an overview of the basins, outfalls, and properties. The County Park Property accounts for approximately 7% of the total runoff both before and after development. Overall, the Graves Land accounts for approximately 25% of the total runoff for all outfalls under existing conditions. Once developed, the Graves Property will account for approximately 34% of the total runoff if no stormwater management strategies were implemented on this site. Once the required stormwater management strategies are implemented, runoff rates will be required to be at or below existing rates.

Table 1: Flowrate Comparison to Outfall 1

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	0.4	0.7	0.9	1.1	1.3	2.0%	0.5	0.9	1.1	1.2	1.4	2.3%
County Park Property	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%
Offsite Property	19.1	34.7	44.6	53.2	61.8	98.0%	19.1	34.7	44.6	53.2	61.8	97.7%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

Table 2: Flowrate Comparison to Outfall 2

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	75.7	149.5	197.5	239.6	281.8	21.2%	127.4	219.6	276.6	326.5	375.7	27.3%
County Park Property	18.7	32.2	40.5	47.8	55.0	4.4%	20.6	34.3	42.8	50.2	57.4	4.2%
Offsite Property	212.1	385.2	494.5	589.0	683.8	53.1%	212.1	385.2	494.5	589.0	683.8	48.8%
Offsite SCDOT R/W	96.2	159.5	198.4	232.4	265.8	21.4%	96.2	159.5	198.4	232.4	265.8	19.6%

Table 3: Flowrate Comparison to Outfall 3

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	22.0	43.2	56.9	68.9	80.9	77.1%	37.3	63.1	79.2	93.0	106.8	83.2%
County Park Property	7.1	13.1	16.9	20.3	23.6	22.9%	6.4	12.3	16.1	19.4	22.7	16.8%
Offsite Property	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

Table 4: Flowrate Comparison to Outfall 4

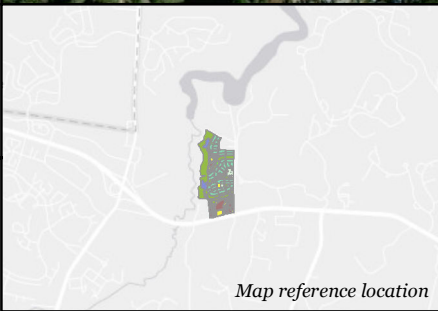
Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	28.6	58.1	77.5	94.5	111.5	35.7%	57.4	96.3	120.3	140.9	161.5	45.3%
County Park Property	11.9	24.1	32.1	39.1	46.2	14.8%	16.3	29.9	38.5	45.9	53.3	14.4%
Offsite Property	42.3	81.8	107.4	129.6	151.9	49.5%	42.3	81.8	107.4	129.6	151.9	40.3%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

VIII. Summary

Based on D&F's review of the existing site conditions, the conceptual master plan, the County's Manual, and input from County staff, it is our opinion that stormwater BMP's can be implemented within the 100-acre footprint of the current plan to meet or exceed the County's requirements. These BMP's will include pervious pavements, raingardens/bioswales, stormwater capture and reuse, and stormwater ponds. As the site master plan is refined and grading plans developed, specific BMP parameters will need to be determined to ensure that the proposed stormwater management plan will meet the requirements of the Manual as outlined in this memo.



Source:



Legend

- Beaufort County Park
- Project Site

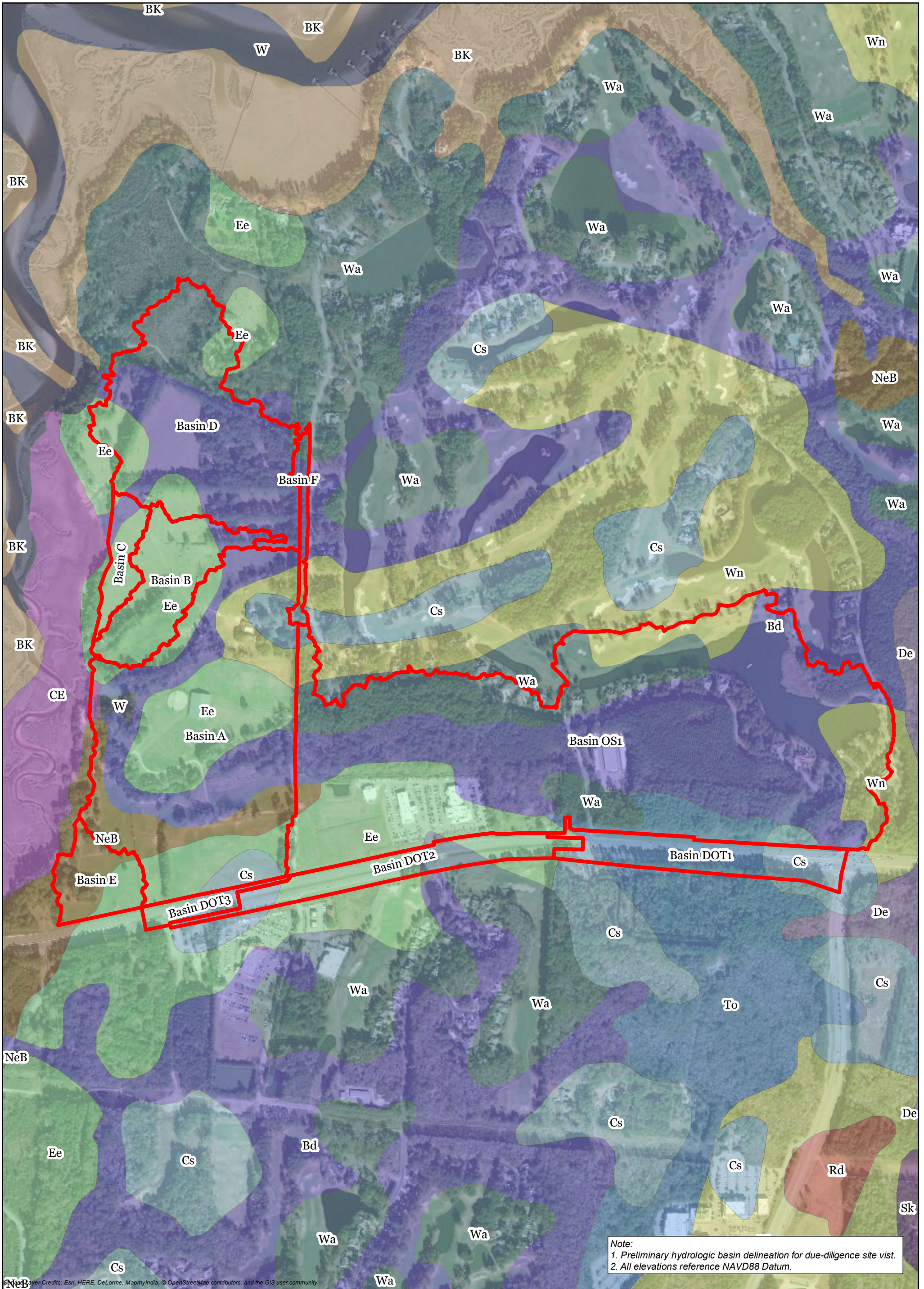
DAVIS & FLOYD
SINCE 1954

Graves Land Project
Stormwater Due-Diligence

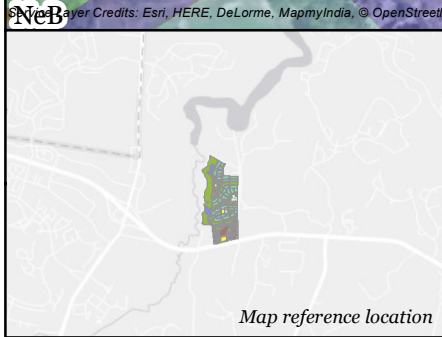
Exhibit A - Vicinity Map

9/5/2018

D&F Proj. No. 013652.00



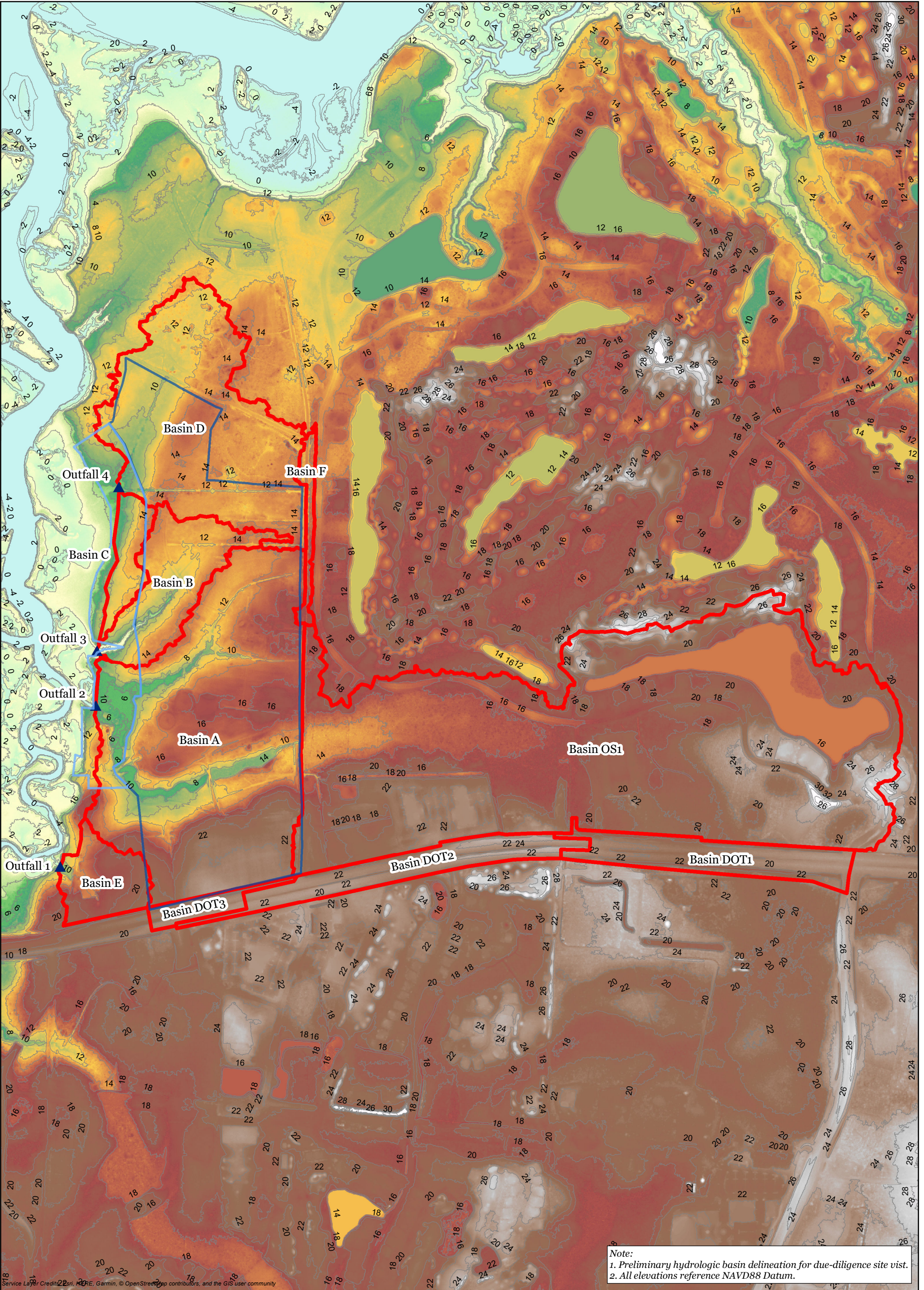
Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.



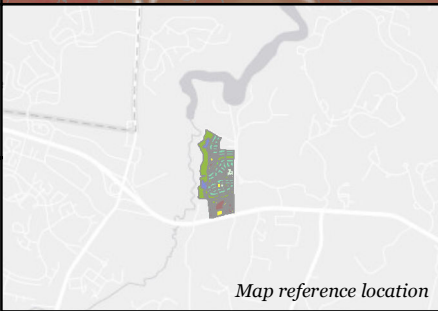
Legend									
	Drainage Basins		CE		Ee		Sk		Wa
	BK		Cs		NeB		To		Wn
	Bd		De		Rd		W		

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit B - Soils Map
 9/18/2018

D&F Proj. No. 013652.00



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.



Legend

- County Park Land
- Graves Land
- Drainage Basins

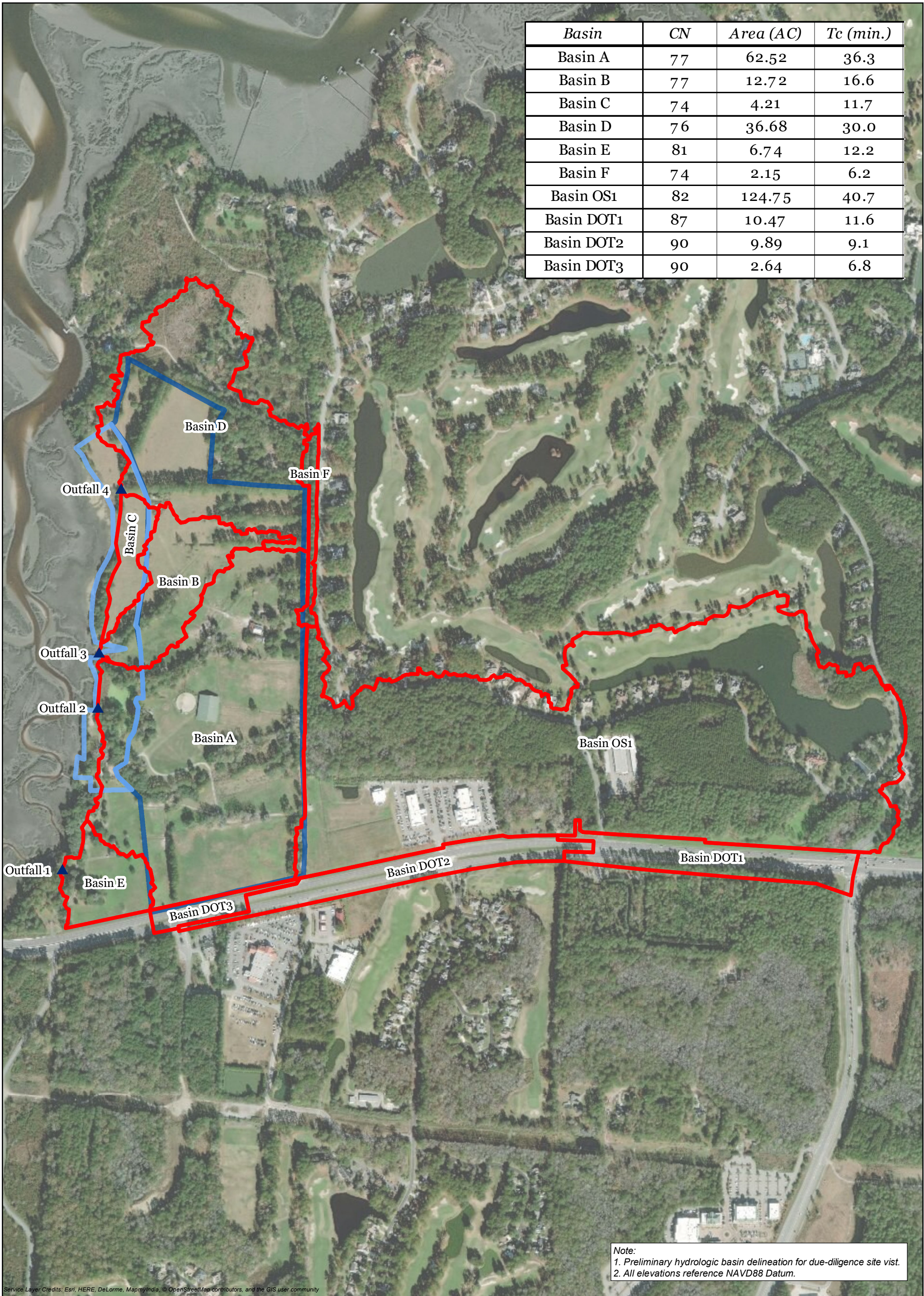
Graves Land DEM
 - High : 49.522
 - Low : -5

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit C - Elevation Map
 9/20/2018

0 150 300 600 Feet

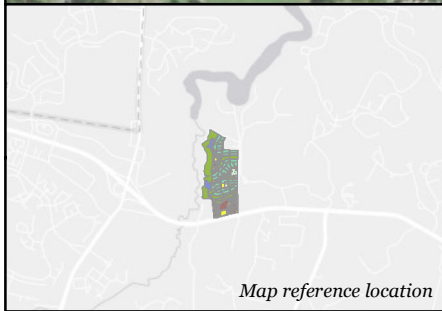
D&F Proj. No. 013652.00

Basin	CN	Area (AC)	Tc (min.)
Basin A	77	62.52	36.3
Basin B	77	12.72	16.6
Basin C	74	4.21	11.7
Basin D	76	36.68	30.0
Basin E	81	6.74	12.2
Basin F	74	2.15	6.2
Basin OS1	82	124.75	40.7
Basin DOT1	87	10.47	11.6
Basin DOT2	90	9.89	9.1
Basin DOT3	90	2.64	6.8



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

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Legend

- ▲ Outfalls
- Graves Land
- Drainage Basins
- County Park Land

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit D - Drainage Basins

10/9/2018

0 150 300 600 Feet

D&F Proj. No. 013652.00



- STREET NETWORK
- POTENTIAL CONNECTIONS
- BERKELEY HALL
- PEDESTRIAN BIKE
- CART PATH GRAVES LAND
- PEDESTRIAN BIKE
- CART PATH COUNTY PARK
- PEDESTRIAN BIKE
- CART BRIDGE OVER WETLAND
- OPEN SPACE GRAVES LAND
- WATER BMP SHAPED
- COUNTY PARK PAVILION
- COMMUNITY DOCK

Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

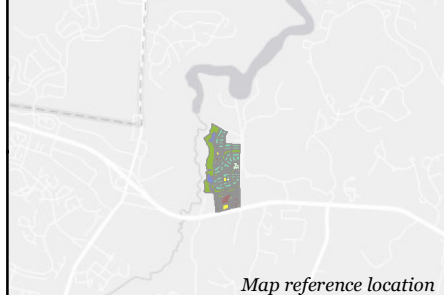
CONFIDENTIAL INFORMATION
 This information is conceptual and subject to change. All information was compiled from various sources and is for informational purposes only. It is not intended to be used for any legal or regulatory purposes. The user may make their own decisions based on this information. This drawing is not a final design and is not to be used for construction without written consent.
 SCALE 800'
 NORTH

CIVIC BY DESIGN
 @ SEPTEMBER 5, 2018

CONCEPT PLAN SHOWING CONNECTIVITY AND FEATURES

CODE ANALYSIS
 GRAVES LAND
 BEAUFORT COUNTY, SC

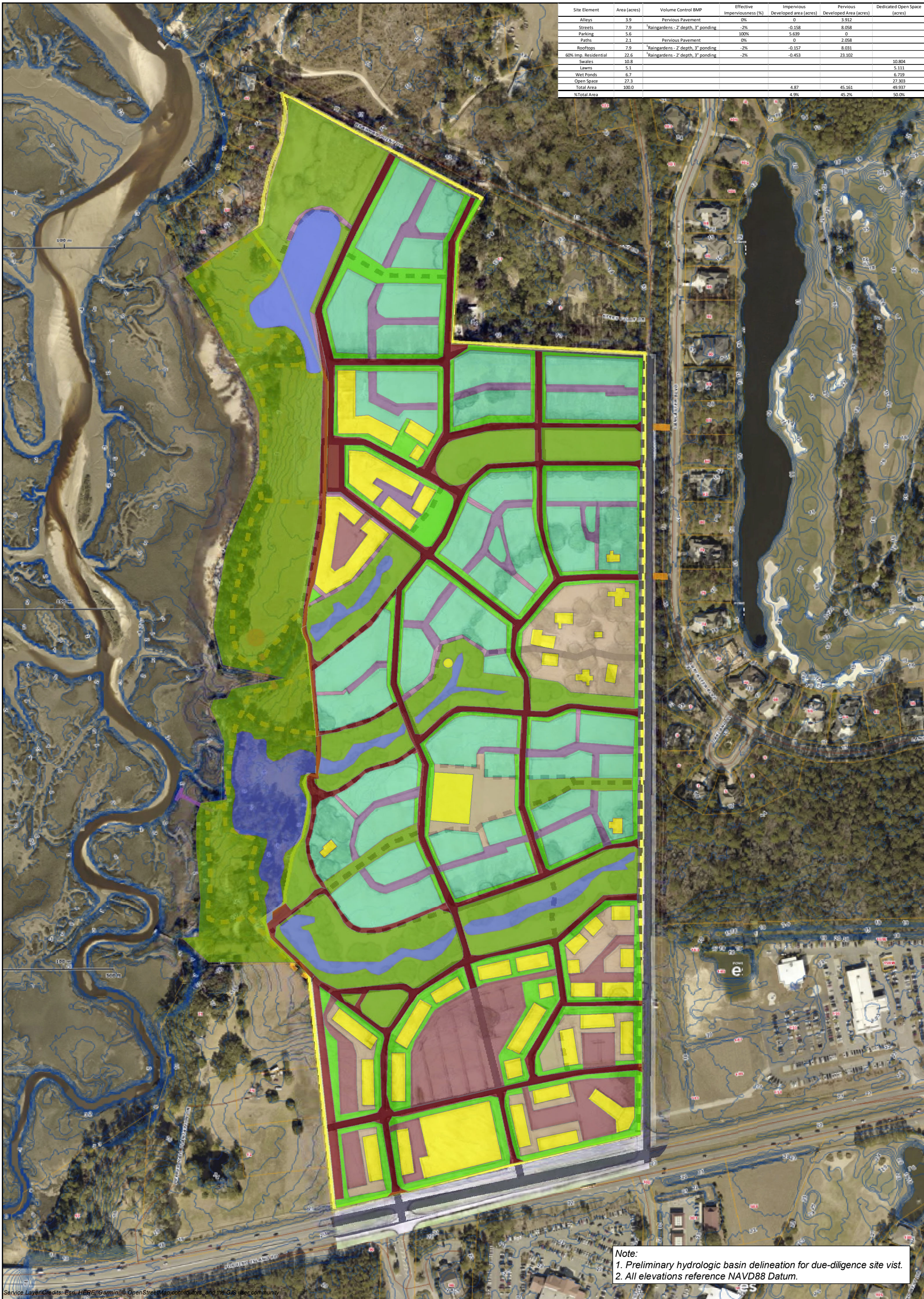
Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community



Legend

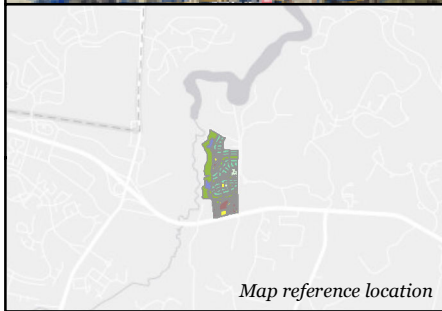
DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit E - Master Plan
 9/5/2018
 0 75 150 300 Feet
 D&F Proj. No. 013652.00

Site Element	Area (acres)	Volume Control BMP	Effective Imperviousness (%)	Impervious Developed Area (acres)	Pervious Developed Area (acres)	Dedicated Open Space (acres)
Alleys	3.9	Pervious Pavement	0%	0	3.912	
Streets	7.9	"Raingardens - 2' depth, 3" ponding	-2%	-0.158	8.058	
Parking	5.6	100%	100%	5.639	0	
Paths	2.1	Pervious Pavement	0%	0	2.058	
Rooftops	7.9	"Raingardens - 2' depth, 3" ponding	-2%	-0.157	8.031	
60% Imp. Residential	22.6	"Raingardens - 2' depth, 3" ponding	-2%	-0.453	23.102	
Swales	10.8					10.804
Lawns	5.1					5.111
Wet Ponds	6.7					6.719
Open Space	27.3					27.303
Total Area	100.0			4.87	45.161	49.937
%Total Area				4.9%	45.2%	50.0%



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community



Legend	
Land Use	
Lawns	Alleys
60% Impervious	Parking
Open Space	Streets
Rooftops	Paths
	Driveways
	Swales
	Wet Ponds
	Wetlands

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit F - Land Use
 9/5/2018

 D&F Proj. No. 013652.00

Graves Pro-rata * #																	
Analysis by Davis and Floyd																	
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage			
	Graves	Offsite	DOT		Graves	Offsite	DOT	Graves	Offsite	DOT	Graves	Offsite	DOT	Graves	Offsite	DOT	
A	62.52				21.1%	57.1%	21.8%							13.1917	35.6989	13.63	
B	12.72							76.9%	23.1%	0.0%				9.78168	2.93832	0	
C	4.21							76.9%	23.1%	0.0%				3.23749	0.97251	0	
D	36.68										39.9%	60.1%	0.0%	14.6353	22.0447	0	
E	6.74	2.0%	98.0%	0.0%										0.1348	6.6052	0	
F	2.15										39.9%	60.1%	0.0%	0.85785	1.29215	0	
OS1	124.75				21.1%	57.1%	21.8%							26.3223	71.2323	27.2	
DOT1	10.47				21.1%	57.1%	21.8%							2.20917	5.97837	2.282	
DOT2	9.89				21.1%	57.1%	21.8%							2.08679	5.64719	2.156	
DOT3	2.64				21.1%	57.1%	21.8%							0.55704	1.50744	0.576	
	272.77													Total Acreage	73.0141	153.917	45.84
															26.8%	56.4%	16.8%
															26.8%	73.2%	

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

Graves Pro-rata (w/ DOT assigned to County) * #																	
Analysis by Eric Larson, County Stormwater Manager																	
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage			
	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	
A	62.52				84.0%			16.0%									
B	12.72								84.3%			15.7%					
C	4.21								5.9%			94.1%					
D	36.68												47.3%	47.3%	5.5%		
E	6.74	2.0%	98.0%	0.0%													
F	2.15												0.0%	100.0%			
OS1	124.75					100.0%											
DOT1	10.47																
DOT2	9.89																
DOT3	2.64																
	272.77																
														Total Acreage	80.9648	150.845	23
															29.7%	55.3%	8.4%
															29.7%	15.0%	6.6%
															66%	34%	44.7%

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

Graves Pro-rata (w/o DOT assigned to County) * #																	
Analysis by Eric Larson, County Stormwater Manager																	
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage			
	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	
A	62.52				84.0%			16.0%									
B	12.72								84.3%			15.7%					
C	4.21								5.9%			94.1%					
D	36.68												47.3%	47.3%	5.5%		
E	6.74	2.0%	98.0%	0.0%													
F	2.15												0.0%	100.0%			
OS1	124.75					100.0%											
DOT1	10.47																
DOT2	9.89																
DOT3	2.64																
	272.77																
														Total Acreage	80.9648	150.845	23
															29.7%	55.3%	8.4%
															29.7%	6.6%	6.6%
															82%	18%	36.3%

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

The most equitable assignment of contribution would be calculated runoff volume, which is determined by impervious cover, land use, and use of Best Management Practices.

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 10th day of December, 2018.

(AS AMENDED FOR THIRD AND FINAL READING ON DECEMBER 26, 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

TABLE OF EXHIBITS

<u>Exhibit Number</u>	<u>Exhibit Name</u>
A.	Plat of Pepper Hall, 83.195 acres (the “Property”)
B.	Plat of Okatie River Park, 18.00 acres, as now configured (“Okatie River Park”)
C.	Memorandum of Understanding and Beaufort County Council Resolution 2018-9
D.	Plat of Graves Family Barn Site, approximately 2.97 acres
E.	Conceptual Plan for the Development of Pepper Hall and the Okatie River Park
F.	Map of the Current Beaufort County zoning classifications (C-5, C-3) of the Property
G.	Current Community Development Code of Beaufort County, including all amendments to date
H.	Notice of Transfer (Form)
I.	Anticipated Development of the Property at Maximum Build-Out
J.	Current Beaufort County Manual for Stormwater Best Management and Design Practices Manual

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 the unincorporated area of the 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”¹, 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 E** 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

¹ See legal disclaimer at Section XV. D., *infra*

costs and benefits, the Parties have come into agreement on all of the terms and conditions expressed in the within Joint Development 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 Parties intend to establish a Residential Improvement District (RID) pursuant to South Carolina Code Section 6-35-10 et. seq. for the purpose of the County recovering a portion of the financial obligations set forth herein; and

WHEREAS, the County may, in the County's sole discretion establish a RID, and Owner hereby consents to a RID; furthermore the Owner agrees to cooperate with the County in establishing the RID and to provide any additional agreements required under the Residential Improvement District Act; and

WHEREAS, it is the County's intention to implement a RID to recover the costs associated with the construction of the Primary Access Road (a portion of Graves Road and a connector road to the Okatie River Park) as well as costs associated with the design and construction of the Okatie River Park; and

WHEREAS, this Agreement is being made and entered between the County and the Owner, under the terms of the Act, the Residential Improvement District 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 E**, 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 F** and as detailed and explained in the CDC (**Exhibit G**).

“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.

“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 G**), 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. Final design of the Okatie River Park Improvements, is subject to the County approval process as determined by the County.

2. The County may recover the costs for design and construction of improvements in the Okatie River Park by establishing a Residential Improvement District pursuant to S.C. Code of Laws Section 6-35-10 et. seq. Owner hereby expressly grants approval to the County as required by S.C. Code of Laws Section 6-35-30.
3. Okatie River Park Improvements, Off-Site.
 - a. Roads and Traffic Improvements. The Parties acknowledge that the Conceptual Plan (**Exhibit E**) 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 location 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 costs of Graves Road (as outlined in Section VI.B. hereof) and the construction costs 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. The County may recover the costs for design, permitting and construction of the Primary Park Access Road (including improvements to Graves Road) by establishing a Residential Improvement District pursuant to S.C. Code of Laws Section 6-35-10, et. seq. Owner hereby expressly grants approval to the County as required by S.C. Code of Laws Section 6-35-30.

b.c. Storm Water Facilities. 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 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 fifty (50%) per cent of the costs of design, permitting, construction, operation and maintenance of the storm water management system for the Off-Site Flows, the developed Property and the developed Okatie River Park will

be paid for by County, and the balance (50%) will be paid for by the Owner. County will reimburse Owner for costs associated with the County's 50% share provided herein upon receipt of supporting invoices, and as long as County has approved Owner's design engineer and contractor and construction contract for such storm water infrastructure. 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 the incremental cost increase (if any) associated with increase in capacity or upsizing water and sewer lines, caused by the Okatie River Park, for 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. Barn Site. The 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. The Graves Family has used the Barn Site since the County's purchase of the Okatie River Park, and has provided insurance coverage for same with the County being covered thereby, and has provided certain maintenance for the Barn Site and the Okatie River Park since the County's purchase of the Okatie

River Park. County and Owner here, for certain considerations, have agreed to the following option, exercisable by Owner in his sole discretion within nine (9) months after December 10, 2018, for the Site: that Owner may lease the Barn Site from the County until the County commences construction of the Okatie River Park, at which time the lease will, upon ninety (90) days written notice from the County to the Owner, terminate. The lease payment will be \$1.00 per year with the requirement that Owner continue the insurance and maintenance practices on the Barn Site to the extent provided by the Owner since the County purchased the Okatie River Park tract.

- ~~1. Owner may receive back the Barn Site from the County, by way of the County's quit-claim deed, with a reservation of a public access easement along the westerly edge of the Site, extending 50 feet easterly from the mean high water line of the Okatie River, and beginning at the northerly end of the Site, and stopping at the southern edge of the Barn Site with an additional 15' walkway along the southern property line of the Barn Site in such a way that access to a public right of way is preserved. Such deed to be executed, delivered, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina; and, for and in consideration of the foregoing, Owner will, immediately next after the recording of the above-described quit-claim deed, 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/or any such designee of County), to restrict the future use of the Site to the existing barn structures, or no more than two cottages, with a combined square footage of conditioned living space not exceeding 4122 square feet, and normal residential support structures; and providing for no additional docks to be built on the Site. Said conservation easement shall provide for the use of the preserved pathways~~

~~described herein for public use and for the preservation of a connection from the park property to a public right of way. The Parties may, by mutual agreement, adjust the site location of the 15' walkway for aligning the connection with a right of way. Owner shall provide as additional consideration, a 1.5 acres parcel of useable high ground, contiguous to the Park and in a configuration and location mutually agreeable to the Parties.~~

~~6. Failure to exercise the above option with nine (9) months of December 10, 2018 will result in Owner relinquishing any and all interest in the Barn Site and the Option provided in this Agreement shall expire.~~

G.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~~ [IC1].

H.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 to the extent allowed by law. 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**. Subject to the limitations provided in the current CDC, 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. Densities may not exceed those allowed under the current CDC.
2. Such residential dwelling units allowed on the Property are allocated, subject to the regulations of the CDC 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. The densities allowed hereunder are not allowed to exceed those permitted under the CDC.
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.

6. Where the provisions of this Agreement regarding Permitted Uses and Densities may conflict with the CDC in existence at the time of the effective date of this Agreement, as attached and incorporated herein as Exhibit E, ~~said the~~ CDC shall prevail.

C. Development.

1. It is acknowledged by the Parties hereto that the Conceptual Plan (**Exhibit E**) represents by-right Development under the Zoning Regulations (**Exhibit G**), 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 J**), 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 necessary 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 buffers 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.

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B. The Parties acknowledge that the development will not be a gated community. Small, private enclaves, with gated entrances for securing certain amenities of certain portions of the development that are privately maintained, may be created; provided, however, that such shall not unreasonably impede access to the Okatie River Park.² The Parties may agree to the Owner's dedication of certain Internal Roads within the Property to the County. The Owner may participate in the formation of the Residential Improvement District as contemplated within this Agreement for the purpose of recovering costs associated with the construction of its roads. Election by the Owner to participate in the RID shall not

² See, above, Section IV.E.

interfere with the County's imposition of the RID for recovering the County's costs associated with the design, permitting and construction of its obligations under this Agreement.

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 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 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 County Stormwater Utility Fees 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 as budgeted by the Stormwater Manager.

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), as agreed to herein 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 S.C. Code §§ 6-35-10 to -190 "Residential Improvement District Act" or the "County Public Works Act", codified as S.C. Code §§ 4-35-10 to -160, to establish such an Improvement District for recoupment of costs of Development.;

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.

P. Delivery Dates for Public Facilities. In compliance with S.C. Code § 6-31-50 (C), the Parties agree that the Agreement provides for public facilities for a passive park, roads, storm water, and open space to be provided by the County. The County's delivery dates for those public facilities will be triggered by the Parties meeting the following performance standards:

- i. As to the Okatie River Park, the County's passive park, all improvements provided in the approved design are to be delivered within twenty-four (24) months after one-hundred fifty (150) residential dwelling units have been permitted.
- ii. As to the roads provided by the County under this Agreement (a portion of Graves Road and Primary Park Access Road), County shall deliver the roads within twenty-four months of when construction begins on the first phase of Development of the Property. However, the Owner, or subsequent developer, may accelerate the delivery of the road by mutual agreement with the Administrator by providing for the construction of the road as soon as practical. The Administrator is hereby authorized to enter into an agreement for an accelerated delivery of the road subject to the Owner's demonstrated compliance with County procurement procedures, and subject to the County's budget process, for reimbursement of expenditures by developer or Owner in performing the delivery of the road.

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.B. 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.C. 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, SC 29901-228
Attention: County Administrator

With Copy to:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney
PO Box 1228
Beaufort, SC 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.

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. Savings Provision. The Parties expressly agree that if any portion of this Agreement is deemed unlawful, unenforceable, or unconstitutional, all other portions of this Agreement shall survive and remain of full force and effect.

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

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

J.K. 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.L. 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 H**, 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 H**) 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 in **Exhibit B**, 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 G**) and in this Agreement. Specific zoning districts are identified in the Current Zoning of the Property, attached as **Exhibit F**. **Exhibit I** 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 considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and the Act.
9. Historical Structures. Any historical or archaeological issues will be addressed through the permitting process, at the time of Development of any affected phase of Development, under the Zoning Regulations, and no exception from any existing standard for historical structures is hereby granted.

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)

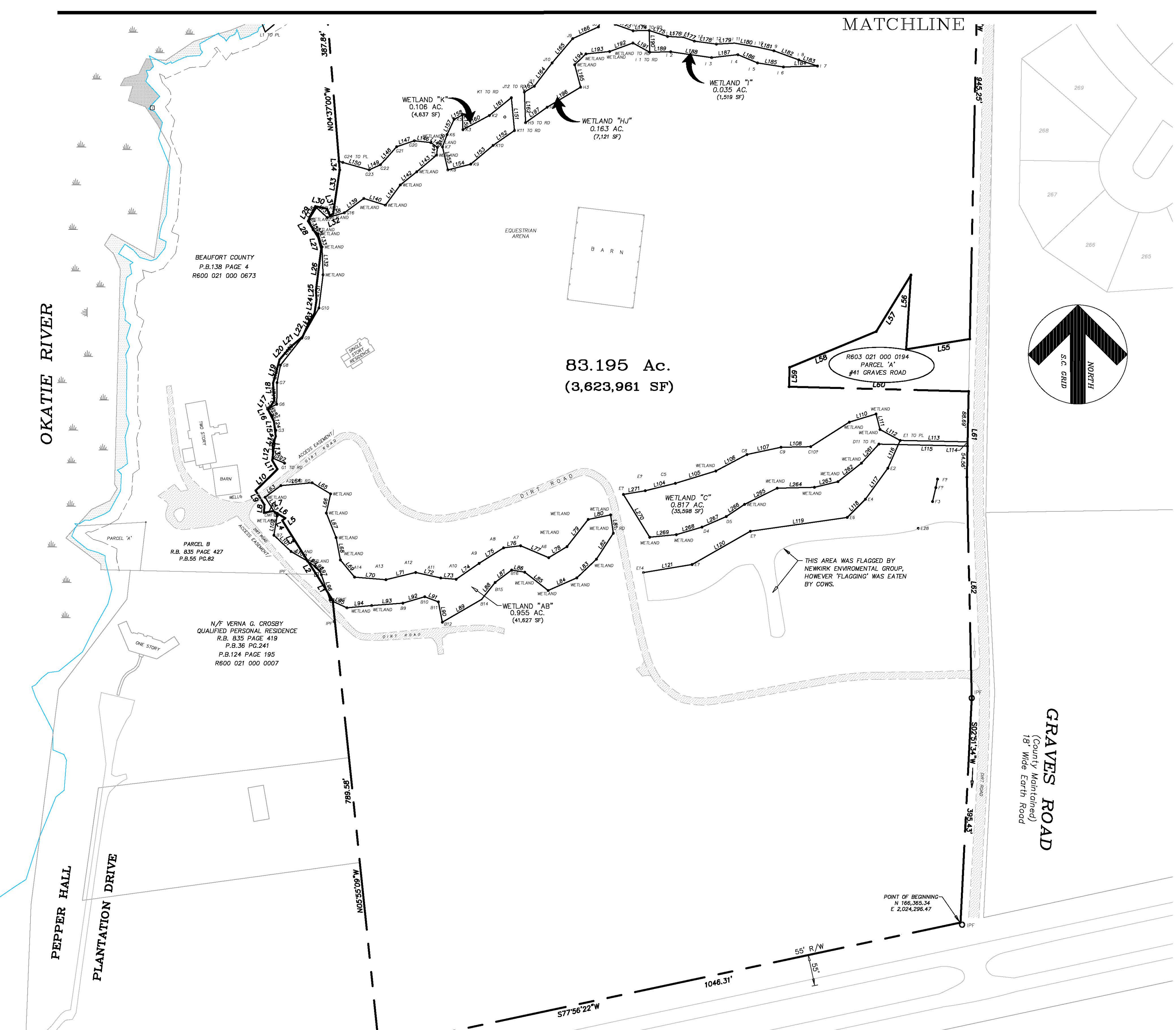
ACKNOWLEDGEMENT

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: _____

MATCHLINE

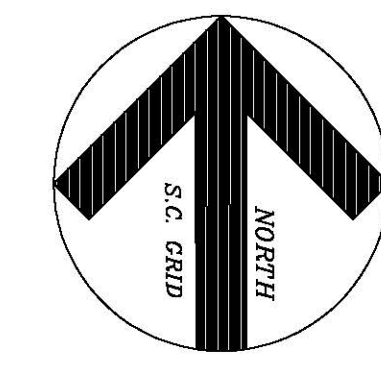
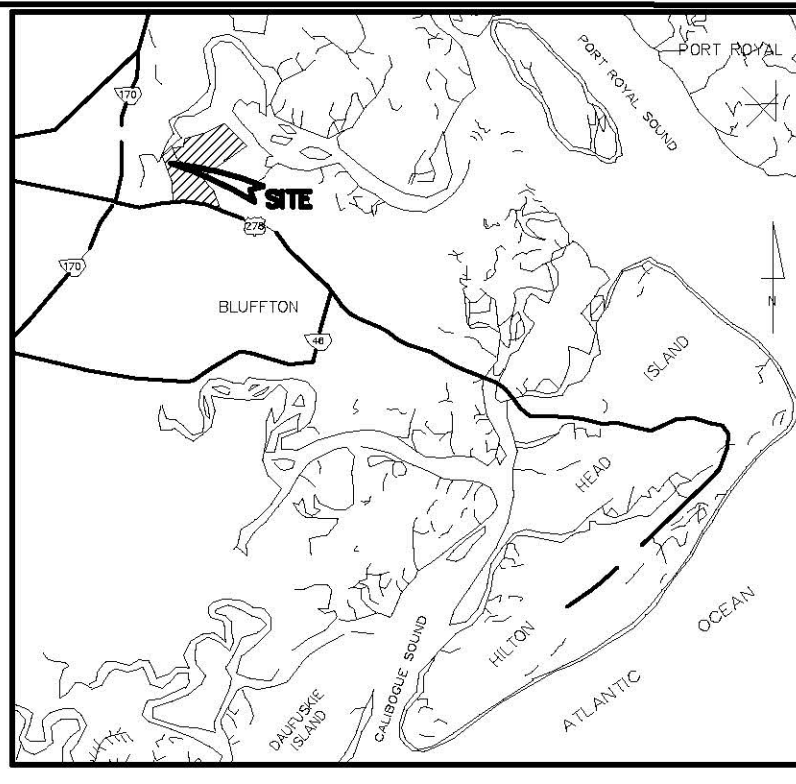


83.195 Ac.
(3,623,961 SF)

LINE	LENGTH	BEARING
L1	53.85	N32°04'59"W
L2	28.81	N32°04'59"W
L3	63.56	N32°04'59"W
L4	6.21	N32°04'59"W
L5	8.24	N32°04'59"W
L6	24.90	N57°34'52"W
L7	18.61	S79°20'24"W
L8	13.89	N01°31'27"E
L9	29.43	N31°37'30"W
L10	43.59	N45°20'27"E
L11	17.83	N30°08'40"W
L12	11.74	N08°02'50"E
L13	18.22	S88°47'00"E
L14	15.41	N21°24'35"E
L15	26.63	N07°23'07"W
L16	22.46	N25°54'54"W
L17	19.06	N33°28'54"E
L18	31.18	N03°50'55"W
L19	43.09	N19°23'57"E
L20	27.31	N40°32'10"E
L21	29.99	N49°45'42"E
L22	18.52	N29°25'01"E
L23	28.00	N29°33'12"E
L24	23.63	N08°33'37"E
L25	17.10	N03°52'49"W
L26	73.56	N07°13'24"E
L27	20.76	N10°32'34"W
L28	33.73	N32°21'07"W
L29	29.24	N26°13'08"E
L30	21.21	N28°56'27"E
L31	12.74	S21°08'15"E
L32	6.68	N84°07'08"E
L33	13.97	N19°23'31"E
L34	16.20	N04°37'00"W
L35	18.10	N31°30'21"W
L36	16.44	N32°38'18"E
L37	14.43	N32°08'27"W
L38	36.83	N17°17'17"E
L39	14.12	N60°28'18"E
L40	46.77	N60°28'18"E
L41	281.29	N07°28'18"E
L42	100.94	N07°35'43"E
L43	116.06	N13°24'48"E
L44	80.51	N07°35'43"E
L45	121.82	N08°43'52"E
L46	58.39	N16°25'32"W
L47	30.80	S27°56'09"E
L48	191.44	S22°13'41"W
L49	357.20	S04°44'22"W
L50	671.50	S88°25'46"E
L51	142.48	S85°02'33"W
L52	128.00	S77°15'36"W
L53	62.96	S03°41'25"W
L54	271.25	N85°20'48"E
L55	113.58	S80°01'17"W
L56	131.04	N03°46'25"E
L57	116.48	S31°38'17"W
L58	160.29	S07°32'27"W
L59	34.06	S01°30'18"W
L60	316.32	S88°29'42"E
L61	159.69	S01°12'54"W
L62	388.80	S01°14'48"E
L63	34.71	N33°18'24"E
L64	56.12	N84°30'38"E
L65	37.75	S59°13'48"E
L66	14.68	S72°25'52"E
L67	46.92	S21°58'51"E
L68	38.97	S10°41'59"E
L69	38.15	S30°23'27"E
L70	54.99	S85°21'03"E
L71	54.76	N78°28'14"E
L72	45.30	S73°18'18"E
L73	27.07	S85°21'03"E
L74	48.24	N55°20'33"E
L75	60.98	N57°46'32"E
L76	30.20	N82°32'48"E
L77	143.85	S88°36'17"E
L78	37.81	N59°01'29"E
L79	60.58	N37°38'49"E
L80	49.25	N78°11'05"E
L81	32.63	S08°15'56"E
L82	54.99	S33°08'41"W
L83	47.49	S46°28'22"W
L84	58.24	S86°10'27"W
L85	25.33	N01°48'13"W
L86	24.45	N60°43'27"W
L87	38.25	S22°48'05"W
L88	38.34	S38°30'08"W
L89	79.85	S50°30'59"W
L90	36.53	N10°33'59"W
L91	23.64	N69°17'17"W
L92	40.21	S73°32'00"W
L93	54.67	S85°37'38"W
L94	43.60	S94°46'51"W
L95	32.69	N65°30'37"W
L96	47.06	N18°27'28"W
L97	47.66	N21°34'31"W
L98	13.46	N45°28'28"W
L99	14.80	N54°23'31"E
L100	33.56	N60°01'51"W

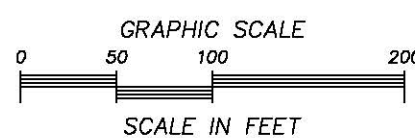
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L102	84.13	N09°14'41"E
L103	39.01	N32°33'45"W
L104	54.49	N78°28'07"E
L105	74.55	N23°30'07"E
L106	62.04	N82°21'12"E
L107	61.36	N77°46'32"W
L108	53.09	N89°24'07"E
L109	69.69	N81°12'27"E
L110	46.03	N73°05'46"E
L111	29.81	S14°02'41"W
L112	40.43	S81°38'01"E
L113	118.67	S88°47'00"E
L114	74.43	S01°12'54"W
L115	156.17	N88°47'00"W
L116	53.72	S23°32'28"W
L117	67.18	S36°01'16"W
L118	45.44	S45°06'16"W
L119	172.18	S01°31'53"E
L120	117.89	S60°18'11"W
L121	86.99	S80°48'50"W
L122	22.13	N68°42'00"W
L123	48.39	N05°58'10"E
L124	26.49	N32°46'00"E
L125	14.46	N82°10'01"W
L126	18.20	N81°58'18"E
L127	38.08	N01°01'08"E
L128	31.25	N10°43'18"E
L129	60.84	N36°25'59"E
L130	60.57	N28°26'26"E
L131	58.96	N07°01'10"E
L132	48.13	N01°42'22"W
L133	108.07	N19°23'31"E
L134	11.42	N81°38'58"W
L135	28.10	N21°12'22"W
L136	24.87	N32°38'18"E
L137	28.84	S47°18'17"E
L138	31.77	N74°23'41"E
L139	42.57	N53°49'07"E
L140	38.49	S72°46'12"E
L141	43.86	N82°18'27"E
L142	37.23	N51°15'58"E
L143	45.52	N49°58'26"E
L144	13.84	N09°28'44"E
L145	14.05	N84°44'11"W
L146	29.30	N82°43'33"W
L147	30.85	S71°56'09"E
L148	42.43	S41°26'56"W
L149	357.20	N04°44'22"W
L150	671.50	N74°15'51"E
L151	58.07	S05°50'28"E
L152	45.80	N01°11'09"W
L153	51.30	S49°49'08"W
L154	41.49	S78°22'26"W
L155	41.69	N13°27'51"W
L156	22.79	N20°17'24"E
L157	29.81	N24°27'36"E
L158	16.57	N62°19'07"E
L159	25.80	S01°45'49"E
L160	52.79	N81°38'46"E
L161	48.81	N01°01'08"E
L162	53.92	N02°38'22"W
L163	34.71	N33°18'24"E
L164	51.66	N37°02'54"E
L165	55.85	N40°19'31"E
L166	48.69	N85°38'21"E
L167	33.03	N21°14'59"E
L168	33.43	N54°28'28"E
L169	53.25	N09°01'27"E
L170	17.54	S77°07'55"E
L171	66.35	S07°43'45"W
L172	39.79	S43°29'21"W
L173	33.66	S70°15'15"E
L174	28.57	N88°58'10"E
L175	33.90	S73°30'00"E
L176	27.80	S87°11'51"E
L177	29.79	S71°08'07"E
L178	38.04	S82°36'54"E
L179	32.90	N86°43'17"E
L180	40.71	S80°34'45"E
L181	29.83	S77°31'47"E
L182	46.39	S69°24'41"E
L183	34.63	S71°58'17"E
L184	60.08	S88°11'38"W
L185	46.18	N81°01'55"W
L186	37.53	N67°06'31"W
L187	46.56	S83°39'27"W
L188	72.57	N81°54'28"W
L189	37.11	S85°30'59"W
L190	36.06	N01°43'59"W
L191	13.55	N81°01'17"W
L192	43.69	S70°05'28"W
L193	41.96	S83°58'40"W
L194	22.88	S45°58'08"W
L195	40.85	S14°41'17"E
L196	68.64	S89°46'43"W
L197	48.70	S54°58'58"E
L198	178.67	N57°42'31"E
L199	22.87	N59°23'04"E
L200	46.44	N44°54'44"E

L201	83.07	N38°11'50"E
L202	84.54	N09°14'41"E
L203	70.54	N07°46'40"E
L204	43.04	N78°28'07"E
L205	18.79	S23°30'07"E
L206	81.02	S03°28'08"W
L207	53.48	S43°28'02"W
L208	46.33	S22°41'47"W
L209	49.06	S47°02'36"W
L210	65.99	S38°28'31"W
L211	26.58	S54°11'31"W
L212	27.32	S42°40'39"W
L213	58.88	S53°13'55"W
L214	53.03	S81°02'43"W
L215	38.39	S84°58'18"W
L216	8.97	S41°01'41"W
L217	11.86	N04°37'00"W
L218	7.31	N48°16'47"E
L219	64.84	N32°15'27"E
L220	53.58	N09°28'03"E
L221	26.30	N02°11'08"W
L222	87.10	N11°58'01"W
L223	55.84	N04°37'28"E
L224	65.23	N04°30'24"E
L225	86.10	N08°14'54"E
L226	89.05	N67°26'39"E
L227	88.86	N59°10'08"E
L228	23.85	N21°48'20"E
L229	32.74	N04°22'27"W
L230	69.31	N15°24'23"E
L231	65.08	N47°58'18"E
L232	55.58	N18°54'03"E
L233	108.03	N19°23'31"E
L234	85.76	N44°23'58"E
L235	25.12	N01°13'46"E
L236	45.26	N70°38'22"E
L237	69.03	S78°50'08"E
L238	6.59	N16°55'08"E
L239	60.34	N00°24'02"E
L240	83.87	N01°27'54"W
L241	35.86	N35°33'53"E
L242	43.21	N55°35'08"E
L243	45.04	N70°38'30"E
L244	95.71	N62°31'08"E
L245	41.36	N07°50'40"W
L246	68.72	N15°28'05"E
L247	97.22	N41°54'03"E
L248	43.13	N30°27'52"E
L249	53.75	N41°44'44"E
L250	47.33	N38°45'03"E
L251	113.01	N41°58'39"E
L252	18.80	N60°18'01"E
L253	40.49	N72°12'58"E
L254	31.02	N88°33'42"E
L255	45.47	S82°38'28"E
L256	29.63	S89°03'53"E
L257	22.22	S33°14'16"E
L258	24.14	S58°05'01"E
L259	44.05	S45°28'12"E
L260	28.58	S32°24'17"E



- REFERENCE PLATS:
- 1) A SUBDIVISION PLAN FOR R600 021 000 0007 A PORTION OF THE PEPPER HALL PLANTATION AREA BY: COASTAL SURVEYING CO., INC. DATED: 04/09/08 FILE: 43.227 SUB RECORDED IN P.B. 124 PAGE 195
 - 2) BOUNDARY LAND SURVEY OF 101.51 ACRES A SECTION OF OKATIE BY: COASTAL SURVEYING CO., INC. DATED: 04/26/10 FILE: 44.5118 RECORDED IN P.B. 130 PAGE 108
 - 3) BOUNDARY LAND SURVEY OF 18.00 ACRES "RIVER PARCEL" A PORTION OF THE PEPPER HALL PLANTATION TRACT (R603 021 000 0044) BY: COASTAL SURVEYING CO., INC. DATED: 12/19/13 FILE: 51.0458 RECORDED IN P.B. 138 PAGE 4

- LEGEND:
- CMF CONCRETE MONUMENT FOUND
 - IPF IRON PIN (OLD) FOUND
 - IPS IRON PIN (NEW) SET



SIGNATURE _____ DATE _____
The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.

THE AREA SHOWN ON THIS PLAT HEREON IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

- NOTES:
1. THIS PROPERTY LIES IN ZONES: "A-8", "B" & "C". MINIMUM ELEV. 14.0' PER PANEL No. 0055-D, COMMUNITY No. 450025, LAST REVISED: 9/29/86.
 2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.
 4. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 5. PARCELS: 603-021-0004, 603-021-0004A AND 603-021-0007B ARE BOUNDED ON THE WEST, OKATIE CREEK SIDE, BY THE MEAN HIGH WATER LINE OF SAID CREEK, AS NOTED IN: D.B.66, PAGE 415, D.B.66, PAGE 447 AND D.B.66, PAGE 586.

" I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 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 OTHER THAN SHOWN."

MICHAEL R. DUNGAN
S.C.L.S. NO. 11905

A WETLANDS LAND SURVEY OF
????

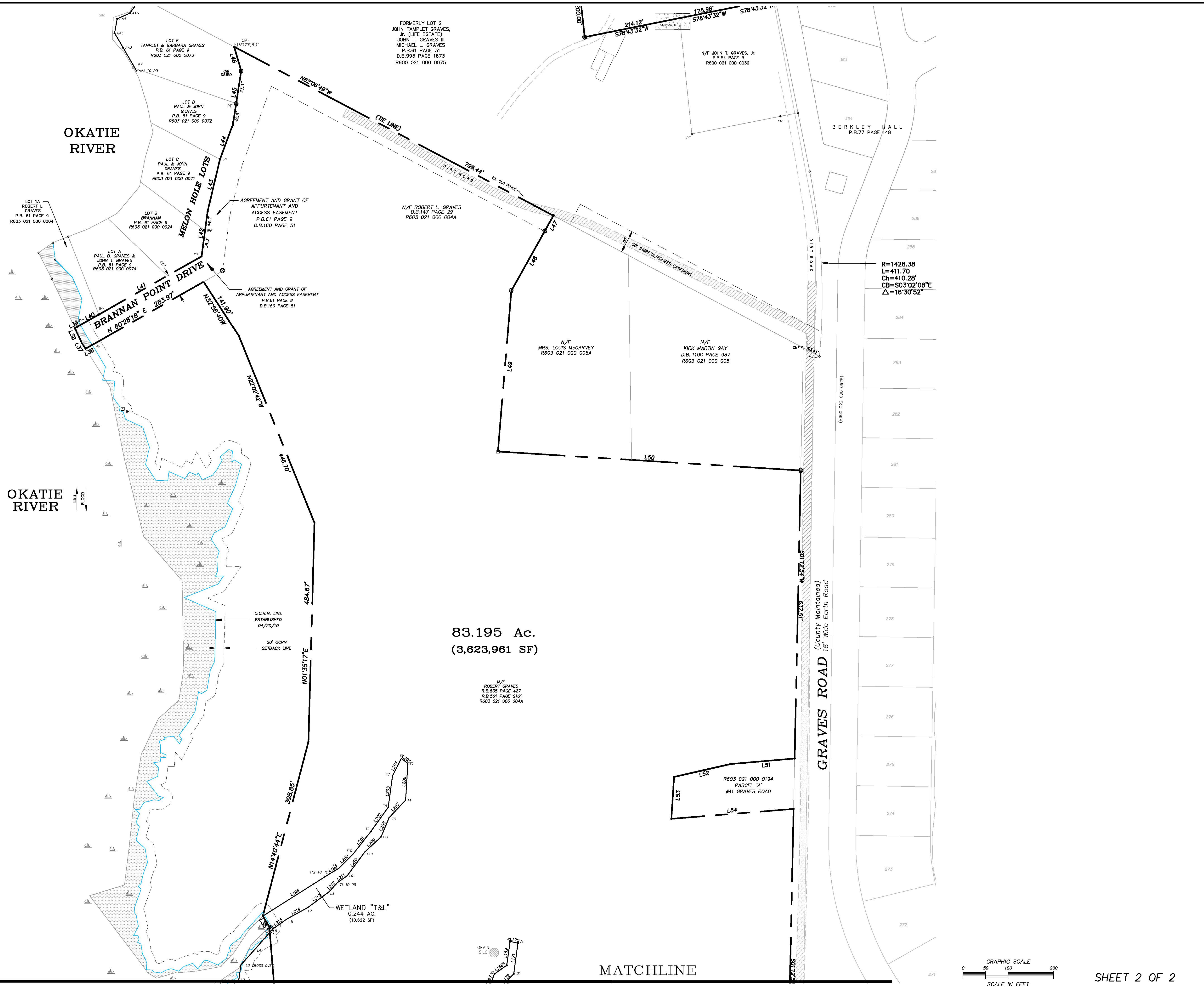
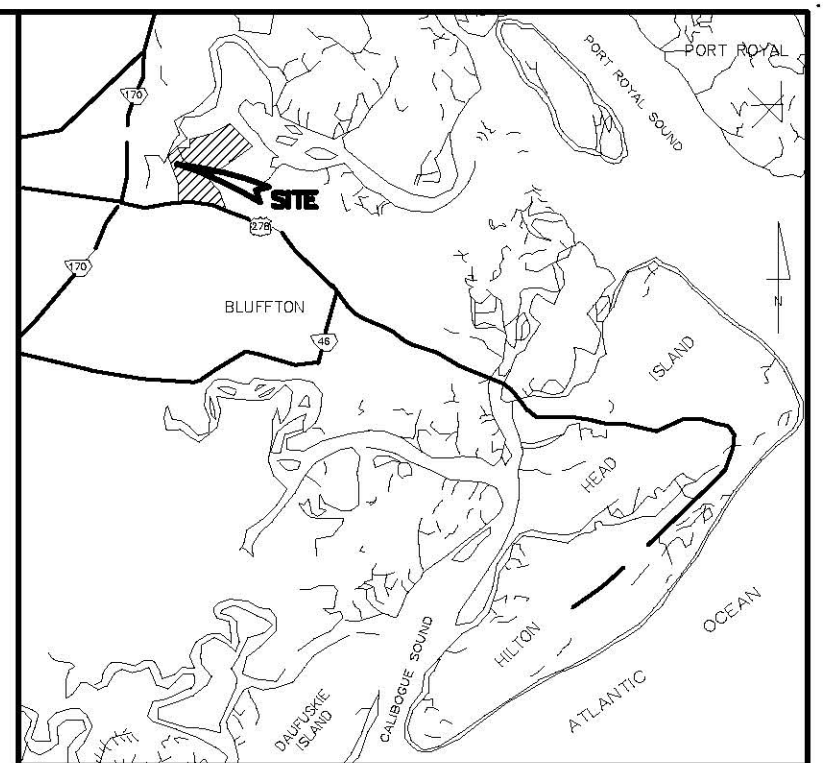
A SECTION OF
PEPPER HALL PLANTATION
BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'
DATE: 10/12/18
JOB No.: 61,728B

SURVEYED BY: LD
DRAWN BY: MRD
CHECKED BY: TWW



SHEET 1 OF 2

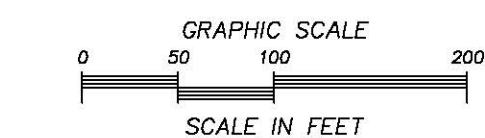
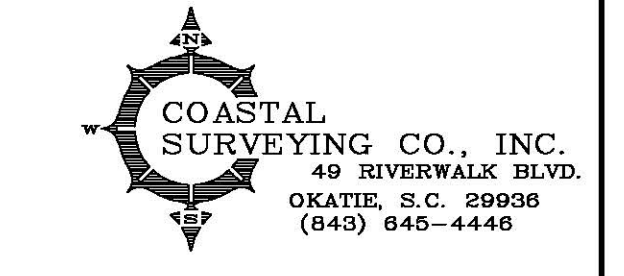


A WETLANDS LAND SURVEY
OF
????

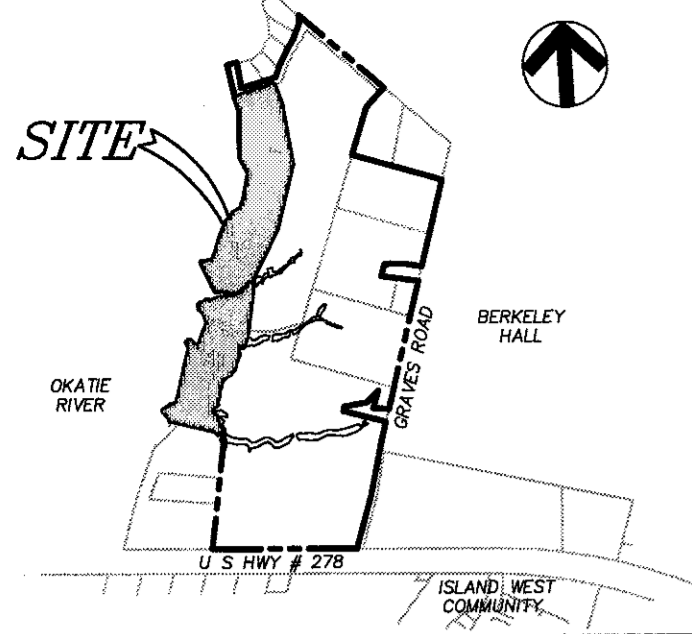
A SECTION OF
PEPPER HALL PLANTATION
BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'
DATE: 10/12/18
JOB No.: 61,728B

SURVEYED BY: LD
DRAWN BY: MRD
CHECKED BY: TWW



SHEET 2 OF 2



LINE	BEARING	LENGTH
L1	N88°45'29"W	11.88
L2	N00°59'15"E	10.56
L3	N53°21'00"W	76.84
L4	N44°02'53"E	68.94
L5	N84°14'52"E	36.82
L6	N101°14'17"E	24.45
L7	N31°39'40"W	9.21
L8	N01°31'46"E	192.14
L9	N01°31'45"E	227.01
L10	N24°14'47"E	29.28
L11	N46°24'12"E	21.88
L12	N30°20'17"E	23.02
L13	S60°43'21"E	86.10
L14	N06°35'53"E	105.51
L15	N09°24'06"E	48.30
L16	N34°36'11"W	37.12
L17	N70°29'54"W	31.58
L18	N17°25'12"E	27.85
L19	N89°41'50"W	21.95
L20	N38°23'08"E	14.72
L21	N74°24'53"E	25.97
L22	N28°28'33"E	30.43
L23	S80°36'40"E	34.21
L24	N56°02'48"E	60.01
L25	N73°08'23"E	67.32
L26	N52°28'27"E	55.63
L27	N53°43'21"E	50.34
L28	N42°39'02"E	59.05
L29	N44°44'59"E	56.04
L30	N31°30'21"W	28.10
L31	S44°38'40"E	44.82
L32	S33°31'35"W	58.00
L33	S42°39'58"W	41.88
L34	S75°13'05"W	54.41
L35	S84°35'12"E	82.97
L36	S74°45'40"W	37.23
L37	N58°49'58"E	22.87
L38	N36°23'07"W	48.53
L39	N32°19'51"E	185.78
L40	N70°46'58"E	20.68
L41	N07°04'29"E	88.89
L42	N06°53'43"E	103.89
L43	N09°14'13"E	98.65
L44	N26°27'17"E	88.17
L45	N41°24'08"W	129.19
L46	N08°53'02"E	69.13
L47	N01°15'51"W	196.39
L48	N41°24'08"W	129.19
L49	N14°32'08"W	176.53
L50	N11°16'23"W	182.48

L51	N32°30'32"W	101.05
L52	N62°28'18"E	16.44
L53	S32°25'42"E	14.61
L54	S33°37'09"E	43.21
L55	S17°44'31"W	30.25
L56	S86°28'40"E	26.45
L57	S02°55'17"W	38.58
L58	S36°22'33"E	23.88
L59	S13°01'18"W	7.57
L60	S62°38'45"E	9.36
L61	S17°39'43"E	16.60
L62	S60°29'05"E	42.04
L63	S18°11'35"E	47.79
L64	S17°19'46"E	38.19
L65	S33°43'22"E	42.01
L66	S84°14'58"E	26.48
L67	N07°19'43"E	23.65
L68	S66°01'30"E	38.90
L69	N34°39'18"E	17.22
L70	S87°46'17"E	16.16
L71	N21°33'36"E	6.54
L72	S28°21'37"E	18.61
L73	N09°24'06"E	25.17
L74	N32°30'32"W	15.16
L75	N28°28'33"E	24.09
L76	N31°10'35"W	8.66
L77	N49°45'07"E	25.38
L78	S28°20'47"E	8.56
L79	S03°49'18"W	24.67
L80	N54°17'13"E	7.60
L81	S27°21'08"E	12.72
L82	S15°45'18"W	50.52
L83	S27°44'08"W	41.90
L84	S43°28'22"E	16.74
L85	S22°46'01"W	43.34
L86	S81°34'56"W	27.55
L87	S21°45'07"E	22.70
L88	S19°18'13"E	32.04
L89	S16°32'17"W	16.84
L90	S02°14'02"E	28.00
L91	S22°35'04"W	11.76
L92	N87°23'34"E	12.85
L93	S33°15'57"E	21.91
L94	S68°21'38"W	80.64
L95	S09°12'54"E	76.82
L96	S01°19'11"W	109.78
L97	S26°10'24"W	22.94
L98	S09°12'54"E	44.23
L99	S56°31'03"W	14.65
L100	S26°33'48"W	7.43

L101	S10°16'02"W	45.54
L102	S31°14'40"W	28.83
L103	S38°27'00"W	27.42
L104	S33°13'27"W	11.39
L105	S41°18'20"E	10.09
L106	S08°24'42"W	11.46
L107	N41°18'04"W	21.87
L108	S81°31'30"W	16.20
L109	S03°03'01"W	3.65
L110	S30°16'21"E	4.50
L111	S89°42'24"W	14.50
L112	S17°31'13"E	6.78
L113	S00°30'00"W	16.80
L114	S66°48'58"E	13.62
L115	S60°48'10"E	5.84
L116	S84°14'58"E	11.42
L117	S08°24'42"W	5.18
L118	S21°54'42"E	15.23
L119	S48°10'00"E	15.51
L120	S27°24'24"W	19.70
L121	S84°18'14"E	26.09
L122	S38°40'13"E	34.71
L123	S27°03'09"E	4.99
L124	S17°30'27"E	11.13
L125	S86°31'37"W	11.86
L126	N78°09'50"W	8.62
L127	S75°27'42"W	23.79
L128	S36°20'10"E	18.32
L129	S87°08'24"W	10.40
L130	S48°45'07"E	13.03
L131	S21°40'10"W	20.89
L132	S30°57'18"E	12.71
L133	S17°38'11"E	7.07
L134	S21°24'24"W	23.44
L135	S24°31'01"E	11.29
L136	S10°20'53"E	31.88
L137	S21°45'07"E	22.70
L138	S19°18'13"E	6.80
L139	S12°41'04"W	18.30
L140	S45°21'14"W	6.89
L141	S43°22'14"E	9.29
L142	S19°50'00"E	12.85
L143	S01°05'54"E	15.70
L144	S37°31'01"E	22.57
L145	S10°20'53"E	29.70
L146	S27°18'13"W	23.11
L147	N89°04'54"E	8.61
L148	S17°56'01"W	6.57
L149	S26°14'45"W	7.92
L150	S84°19'42"E	8.78

L151	S08°10'00"W	22.33
L152	S39°47'46"E	13.12
L153	S17°42'17"E	10.27
L154	S05°41'51"W	11.39
L155	S05°28'21"E	12.20
L156	S49°55'13"E	6.78
L157	S82°09'53"E	18.37
L158	S89°30'15"E	12.11
L159	S09°28'08"W	9.15
L160	S74°56'19"E	10.52
L161	N42°10'17"E	18.38
L162	N17°22'46"E	20.73
L163	S85°11'47"E	23.11
L164	S85°23'53"W	29.97
L165	N08°24'42"E	7.74
L166	S86°23'13"E	24.97
L167	N56°38'48"E	23.85
L168	S21°54'42"E	13.47
L169	N82°39'18"E	6.78
L170	N89°21'42"E	6.89
L171	S18°42'42"E	8.84
L172	S42°40'12"E	10.64
L173	S49°19'01"E	36.46
L174	N33°22'00"E	11.13
L175	S86°31'37"W	33.98
L176	N42°30'38"E	15.38
L177	S32°08'51"E	37.63
L178	S54°54'50"E	5.78
L179	S22°19'17"E	10.40
L180	S14°19'14"E	14.85
L181	S43°02'08"E	18.46
L182	S54°27'58"W	12.71
L183	S38°31'14"E	13.73
L184	S31°14'42"E	13.61
L185	S39°38'15"W	7.33
L186	S17°38'11"E	22.69
L187	S89°11'18"E	9.79
L188	S45°27'45"E	3.84
L189	S16°18'13"E	22.47
L190	S02°14'02"E	28.00
L191	S79°17'18"E	5.54
L192	S68°12'25"E	20.10
L193	S68°33'36"W	38.28
L194	S11°43'38"E	16.17
L195	S19°48'00"W	11.58
L196	S07°31'17"E	12.61
L197	S27°31'24"W	1.48
L198	S10°20'53"E	12.37
L199	N14°19'20"E	10.07
L200	N23°14'34"W	8.50

L201	S10°16'02"W	54.7
L202	S39°47'46"E	54.2
L203	S17°42'17"E	6.01
L204	S05°41'51"W	57.71
L205	N81°30'15"E	6.01
L206	N09°28'08"W	11.11
L207	S82°09'53"E	2.99
L208	S89°30'15"E	22.22
L209	S09°28'08"W	9.15
L210	S74°56'19"E	10.52
L211	N42°10'17"E	18.38
L212	N17°22'46"E	20.73
L213	S85°11'47"E	23.11
L214	S85°23'53"W	29.97
L215	N08°24'42"E	7.74
L216	S86°23'13"E	24.97
L217	N56°38'48"E	23.85
L218	S21°54'42"E	20.08
L219	S43°02'08"E	9.72
L220	N89°21'42"E	6.89
L221	S18°42'42"E	8.84
L222	S42°40'12"E	10.64
L223	S49°19'01"E	36.46
L224	S43°43'11"W	15.23
L225	S86°31'37"W	33.98
L226	S05°41'51"W	15.38
L227	S34°41'45"E	22.73
L228	S14°26'25"E	21.47
L229	S22°19'17"E	23.52
L230	S04°17'54"E	88.08
L231	S24°02'08"E	18.46
L232	S15°45'18"W	50.52
L233	S17°38'11"E	13.73
L234	S31°14'42"E	13.61
L235	S39°38'15"W	7.33
L236	S17°38'11"E	22.69
L237	S89°11'18"E	9.79
L238	S45°27'45"E	3.84
L239	S16°18'13"E	22.47
L240	S02°14'02"E	28.00
L241	S79°17'18"E	5.54
L242	S68°12'25"E	20.10
L243	S68°33'36"W	38.28
L244	S11°43'38"E	16.17
L245	S19°48'00"W	11.58
L246	S07°31'17"E	12.61
L247	S27°31'24"W	1.48
L248	S10°20'53"E	12.37
L249	N14°19'20"E	10.07
L250	S17°34'37"E	24.77

L251	S20°47'31"E	16.27
L252	S46°12'29"W	16.07
L253	S27°38'07"E	17.87
L254	S05°42'46"W	57.71
L255	S05°28'21"E	30.61
L256	S17°28'07"E	16.33
L257	S16°10'44"E	25.03
L258	S02°14'17"E	46.63
L259	S28°24'24"W	13.64
L260	S84°58'19"E	7.95
L261	S45°03'56"E	10.17
L262	S03°17'24"E	28.49
L263	S28°12'44"W	39.67
L264	S06°40'31"E	11.73
L265	S06°40'31"E	28.10
L266	S81°34'43"W	10.47
L267	S82°39'18"E	6.03
L268	N85°35'58"W	7.73
L269	S46°38'18"E	5.73
L270	S42°39'18"E	5.74
L271	S21°48'08"E	15.07
L272	S47°17'01"E	11.47
L273	S01°47'01"E	24.97
L274	S73°10'27"E	18.32
L275	S85°11'47"E	13.78
L276	S03°24'42"E	6.18
L277	S13°01'18"E	16.21
L278	S03°24'42"E	6.18
L279	S81°31'13"E	23.52
L280	N86°59'27"E	25.98
L281	N86°24'17"E	22.60
L282	S10°49'28"E	10.65
L283	N87°48'27"E	10.72
L284	N89°28'27"E	18.16
L285	S81°34'35"E	25.11
L286	N89°28'27"E	29.21
L287	N23°14'34"W	8.50
L288	N15°43'58"E	7.36
L289	N13°18'05"E	15.07
L290	N11°54'47"E	21.03
L291	N06°17'48"E	67.41
L292	N08°12'25"E	20.10
L293	N07°33'29"E	12.60
L294	N54°27'09"E	28.57
L295	N05°42'46"E	6.08
L296	N05°44'24"E	27.82
L297	S08°10'27"E	33.72
L298	N44°51'12"E	6.77
L299	N46°14'09"E	6.82
L300	N02°44'52"E	10.08

L301	N36°34'08"E	18.76
L302	N18°33'58"W	14.16
L303	N44°24'01"W	21.77
L304	N06°21'06"E	17.20
L305	N28°12'45"W	22.39
L306	N81°11'42"E	17.47
L307	S12°17'07"E	8.73
L308	N20°34'17"W	48.89
L309	N09°44'32"E	11.44
L310	S81°11'56"E	12.61
L311	S81°11'47"E	38.08
L312	S18°11'35"E	11.46
L313	N12°30'15"E	5.11
L314	N13°10'30"E	13.91
L315	N29°24'19"E	5.18
L316	N13°10'30"E	24.92
L317	N13°10'30"E	22.77
L318	N28°42'08"W	20.77
L319	N01°41'14"W	7.36
L320	N34°41'30"W	15.69
L321	N16°17'59"W	13.77
L322	N62°04'59"W	18.83
L323	N62°00'16"W	38.20
L324	S30°29'05"E	24.98
L325	S04°17'05"W	30.77
L326	N28°38'44"W	6.87
L327	S09°18'08"W	44.80
L328	S47°39'02"W	26.36

**MEMORANDUM OF UNDERSTANDING
BETWEEN BEAUFORT COUNTY AND ROBERT L. GRAVES**

PURSUANT TO RESOLUTION 2018 - 9

THIS AGREEMENT is between Beaufort County ("County") and Robert L. Graves ("Graves"), effective as of the last date signed below.

WHEREAS, it is a purpose of the County to manage its Passive Park Properties for the benefit, education and enjoyment of the citizens of the County; and

WHEREAS, the County owns Okatie River Park adjacent to property owned by Graves known as Pepper Hall; and

WHEREAS, the County desires to see that the Okatie River Park is designed, developed, operated and maintained as an element of the County's Okatie River Park System, as a Passive Park; and

WHEREAS, the Okatie River Park is the site of various stormwater drainage collection, impoundment and outfall structures which are receiving stormwater drainage from nearby lands and improvements other than Pepper Hall; and

WHEREAS, Graves desires to develop Pepper Hall for residential and commercial uses; and

WHEREAS, the County and Graves have agreed 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 Division 3.160 Parks, Playgrounds and Outdoor Recreation Areas.

NOW, THEREFORE, the County and Graves document that their intent of this Memorandum of Understanding is to continue further discussion regarding the following, and upon their mutual agreement will develop a legal and binding Agreement among themselves around the following points:

1. The County will enter into discussions with Graves regarding design collaboration with Graves, his land planners, engineers, attorneys, and representatives to develop a mutually-agreeable plan to accommodate (a) improvement of the protection for the waters and estuaries of the Okatie River; (b) improvement of the carrying capacity, and of the integrity of the County's stormwater system on-site at the Okatie River Park, and leading to the Graves property at Pepper Hall, as well as the improvement of the carrying capacity and the integrity of the Graves' stormwater system elements on-site on Pepper Hall; (c) the design, development, operation and maintenance of the County's Okatie River Park; and (d) a development plan and approval for Pepper Hall.

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2. The County will consider making an initial investment from Rural & Critical Lands Funds for the capital improvements of the Okatie River Park, to be offset by certain contributions in kind or cash, of Graves and/or Pepper Hall (as to be developed in the future) for his/their *pro-rata* shares. In addition, this will also involve the consideration of an initial investment by the County, through its Stormwater Funds, also to be offset by certain contribution in kind or cash, of Graves and/or Pepper Hall (as to be developed in the future) for his/their *pro-rata* shares.
3. Okatie River Park will have full-time public access, a public way, a deeded non-exclusive access from a public way, and may include other facilities and amenities such as, but not limited to, parking, restroom facilities, passive recreational facilities including some form(s) of access to the Okatie River, in addition to enhancements of its current functions in stormwater management in that vicinity of Beaufort County, and therefore, the Pepper Hall development plan will not create a gated community or similar forms of controlled access and exclusion of the public, and such public access to the Okatie River Park shall be made inviolate.
4. Since the access to the Okatie River Park will be from Graves Road and/or US Hwy. 278, and through the roads of Pepper Hall, the County may facilitate acquisition of sufficient right-of-way for Graves Road to enable its use as a public road, and may share the costs thereof along with costs of access from US Hwy. 278, with Graves, and the County may accept dedication of the roads in Pepper Hall, including the access to the Okatie River Park, and Graves Road as public roads and may maintain the roads in Pepper Hall.
5. In regard to the Graves development plan for Pepper Hall, there will be reduced and modified buffers between the Okatie River Park and Pepper Hall and, consistently with the intent of building codes, the acreage of the Okatie River Park may be counted as part of the requirements under the CDC for Pepper Hall, such as: open space, pervious cover, forest preservation, and tree protection, to be mutually agreed upon by the County and Graves.
6. At the start of this public-private partnership, the County will be responsible for the operations and routine maintenance of the Okatie River Park. Over time, the Graves *pro-rata* share of the operations and routine maintenance of the Okatie River Park shall become conducted by a property owners' association to be formed for Pepper Hall once its development has gotten underway and will be funded by proceeds of the sales of properties within Pepper Hall and/or assessments from the property owners in Pepper Hall under plans to be mutually agreed upon by the County and Graves.
7. The future capital maintenance of the Passive Park elements of the Okatie River Park may be on a shared basis between the County and the Pepper Hall property owners' association, with ratios to be determined, and with the definitions, terms

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and conditions thereof to be agreed upon. The future capital maintenance of the stormwater drainage apparatus on-site at, and leading to, the Okatie River Park may be paid for between the County through its Stormwater Funds, and the Pepper Hall property owners association, with similar ratios, definitions, terms and conditions thereof to be agreed upon.

8. The County intends to arrange certain funding for the Okatie River Park through the "Neighborhood Improvement District" provisions of the SC Code found in the South Carolina Residential Improvement District Act, §§ 6-35-10 ff. If determined to be appropriate, Graves will record restrictive covenants applicable to Pepper Hall such that the financial responsibilities of the Pepper Hall property owners' association, set forth herein above, will be noticed and obligated prior to the sales to lot buyers.
9. The opening and closing hours of the Okatie River Park will be from dawn to dusk each day, and will be in accordance with hours approved by the Beaufort County Passive Park Manager. Handicapped visitors will have accessibility to the Okatie River Park. The County will provide security for the Okatie River Park by way of the Beaufort County Sheriff's Office unit currently called its Environmental Crimes Unit.

BEAUFORT COUNTY

Cheryl Harris
Witness

Dezanne M. Reed
Witness

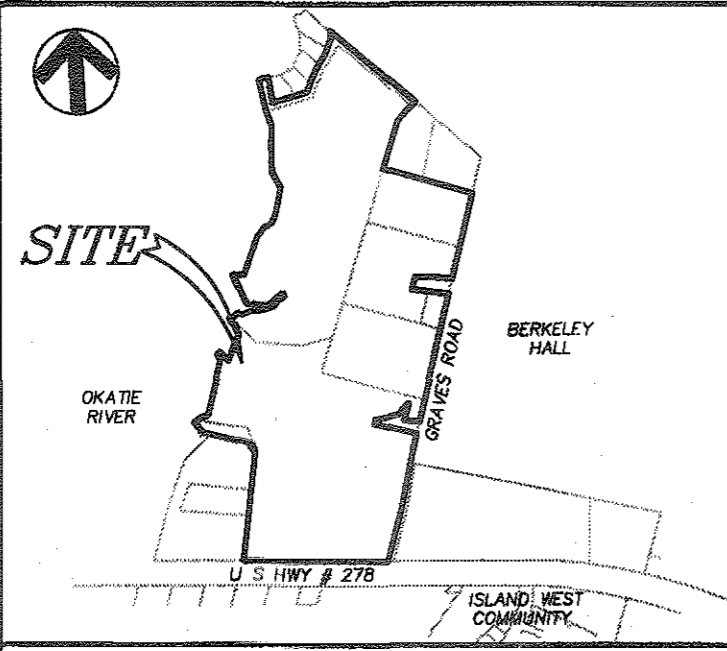
By: Thomas J. Keaveny II Date July 30, 2019
Title: Interim County Administrator

ROBERT L. GRAVES

Carly Keen
Witness

Samuel Phaso
Witness

By: Robert L. Graves Date Sept 17, 2019



VICINITY MAP - N.T.S.

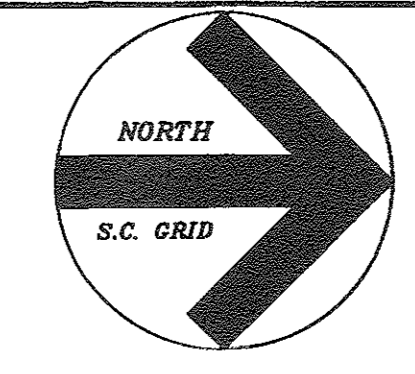
N/F
VERNA G. CROSBY
D.B. 3199 PAGE 873
P.B. 133 PAGE 231
R600 021 000 0007

LINE	BEARING	LENGTH
L1	N88°46'34"W	12.09
L2	N00°59'15"E	11.41
L3	N53°21'09"W	76.84
L4	N42°00'53"E	66.94
L5	N64°14'52"E	36.82
L6	N31°01'47"E	24.45
L7	N31°39'40"W	9.21
L8	N24°14'47"W	29.26
L9	N45°24'12"W	21.88
L10	N32°09'17"E	23.02
L11	S74°59'09"E	45.51
L12	S05°01'53"W	14.77
L13	S00°27'04"W	9.90
L14	S11°37'03"E	19.65
L15	S04°27'08"W	28.57
L16	S04°23'39"E	19.25
L17	S60°27'06"E	13.48
L18	S01°31'04"E	27.55
L19	S85°02'18"E	18.25
L20	S71°04'31"E	37.19
L21	S23°27'35"E	22.39
L22	S06°21'08"W	11.70
L23	S2°41'01"W	21.77
L24	S16°03'59"E	14.16
L25	S35°14'08"W	18.76
L26	S02°44'52"W	10.05
L27	S46°14'08"E	8.82
L28	S44°51'51"W	17.59
L29	S08°02'07"E	33.17
L30	S05°44'21"E	27.82
L31	S00°45'21"W	8.26
L32	S58°10'12"W	7.64
L33	S07°33'09"E	12.90
L34	S26°15'29"W	20.70
L35	S08°17'48"E	67.41
L36	S11°03'42"E	21.03
L37	S73°18'03"E	15.21
L38	S31°57'30"E	28.43
L39	S03°13'12"W	13.89
L40	N79°25'24"E	16.67
L41	S09°13'56"E	24.46
L42	S52°16'52"W	6.57

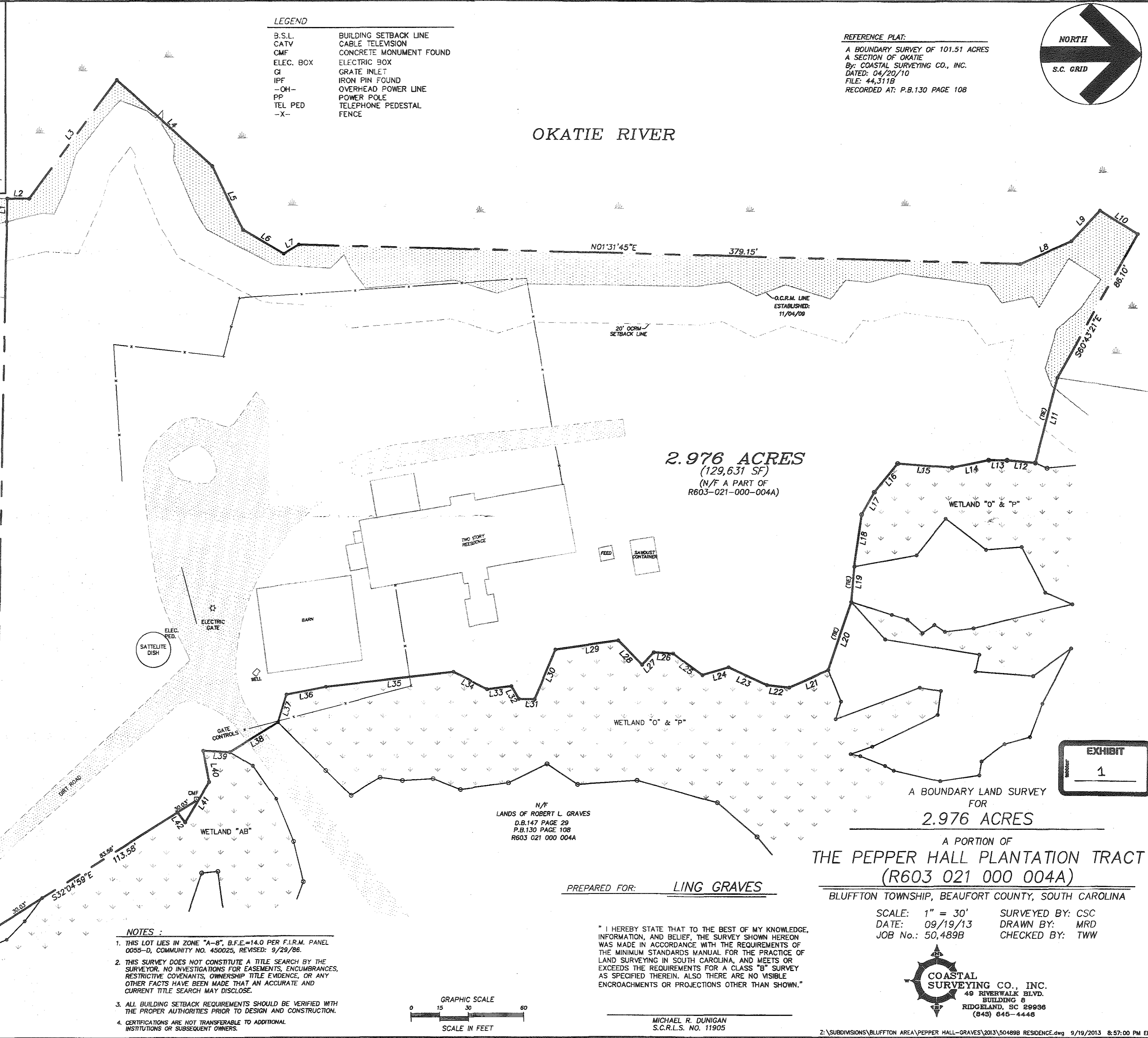
N/F
VERNA G. CROSBY
D.B. 3199 PAGE 873
P.B. 133 PAGE 231
R600 021 000 0007

- LEGEND
- B.S.L. BUILDING SETBACK LINE
 - CATV CABLE TELEVISION
 - CMF CONCRETE MONUMENT FOUND
 - ELEC. BOX ELECTRIC BOX
 - GI GRATE INLET
 - IPF IRON PIN FOUND
 - OH- OVERHEAD POWER LINE
 - PP POWER POLE
 - TEL PED TELEPHONE PEDESTAL
 - X- FENCE

REFERENCE PLAT:
A BOUNDARY SURVEY OF 101.51 ACRES
A SECTION OF OKATIE
BY: COASTAL SURVEYING CO., INC.
DATED: 04/20/10
FILE: 44,311B
RECORDED AT: P.B.130 PAGE 108

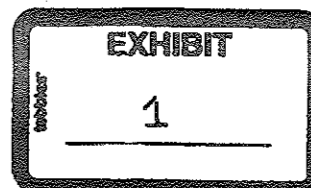


OKATIE RIVER



2.976 ACRES
(129,631 SF)
(N/F A PART OF
R603-021-000-004A)

N/F
LANDS OF ROBERT L. GRAVES
D.B.147 PAGE 29
P.B.130 PAGE 108
R603 021 000 004A

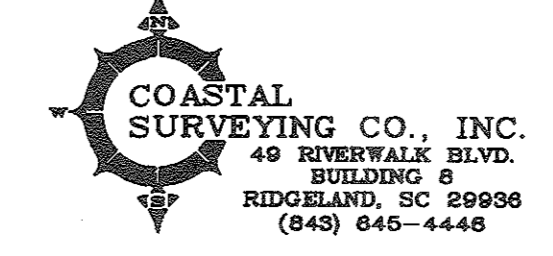


A BOUNDARY LAND SURVEY
FOR
2.976 ACRES
A PORTION OF
THE PEPPER HALL PLANTATION TRACT
(R603 021 000 004A)

BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

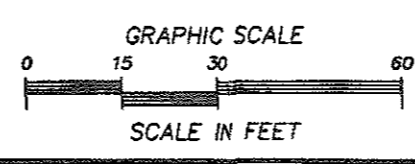
SCALE: 1" = 30'
DATE: 09/19/13
JOB No.: 50,489B

SURVEYED BY: CSC
DRAWN BY: MRD
CHECKED BY: TWW



"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

MICHAEL R. DUNIGAN
S.C.R.L.S. NO. 11905



- NOTES:
- THIS LOT LIES IN ZONE "A-B", B.F.E.=14.0 PER F.I.R.M. PANEL 0055-D, COMMUNITY NO. 450025, REVISED: 9/29/86.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR; NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.
 - CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

CONFIDENTIAL INFORMATION

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These drawings, ideas and designs are the property of Tom Low and Civic By Design. No part thereof shall be copied, disclosed to others, or used in connection with any work other than for the specific project for which they have been prepared without written consent.

← NORTH

SCALE 500'



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← NORTH →

SCALE 500'



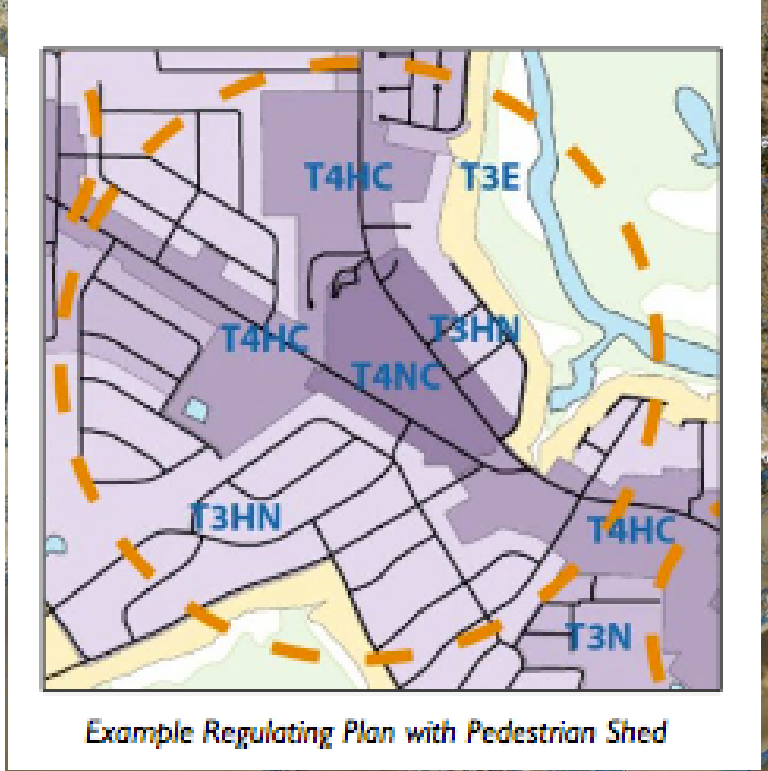
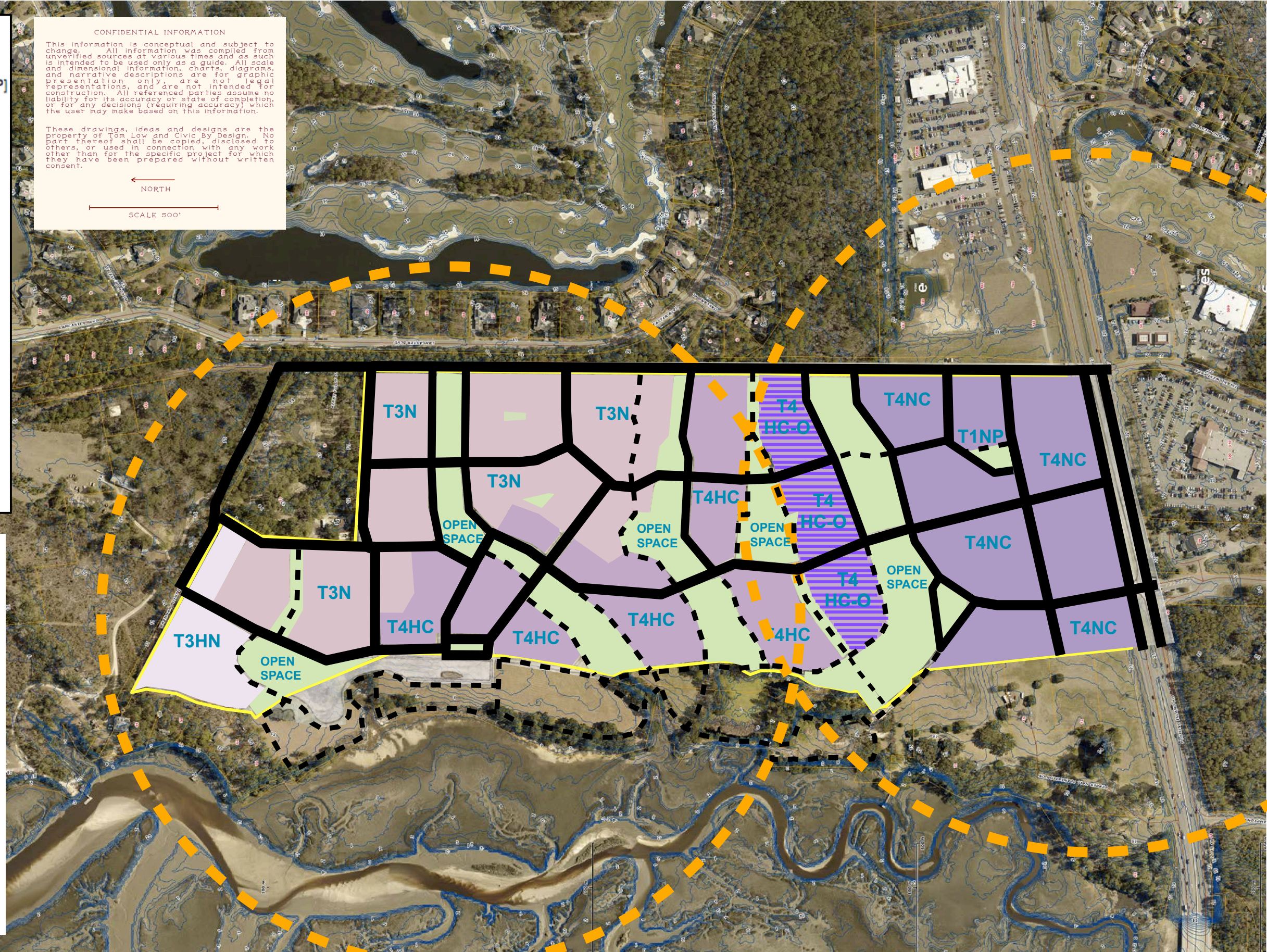
- ### Zone Districts
- FBCCode**
- Buckingham Landing Community Preservation [BLCP]
 - C3 Neighborhood Mixed Use [C3NMU]
 - C4 Community Center Mixed Use [C4CCMU]
 - C5 Regional Center Mixed Use [C5RCMU]
 - May River Community Preservation [MRCP]
 - Existing Planned Unit Development [PUD]
 - T1 Natural Preserve [T1NP]
 - T2 Rural [T2R]
 - T2 Rural Center [T2RC]
 - T2 Rural Neighborhood [T2RN]
 - T3 Edge [T3Edge]
 - T3 Hamlet Neighborhood [T3HN]
 - T3 Neighborhood [T3N]
 - T4 Hamlet Center [T4HC]
 - T4 Hamlet Center Open [T4HCO]
 - T4 Neighborhood Center [T4NC]
- STREET**
- PEDESTRIAN PATH**

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← NORTH

SCALE 500'





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NORTH

SCALE 500'



FRONT SECTION

COMMERCIAL
 116,500 SF SMALL COMMERCIAL
 50,000 SF JUNIOR ANCHOR
 7,000 SF GAS BACKWARDS STATION

 173,500 SF TOTAL COMMERCIAL

HOUSING
 116,500 ÷ 40 FT DEPTH = 2912.5 LF
 2912.5 ÷ 70' = 41.6 APT. MANSIONS
 X 6 (SIXPACKS THREE STORIES ABOVE COMMERCIAL)
 = 249.6 DUs. APT. CONDO FLATS

FRONT, MIDDLE, AND BACK COMBINED TOTAL:

	DUs.	COMMERCIAL
C5 FRONT	250	173,500 SF
C5 MIDDLE	192	89,600 SF
C3 BACK	238	80,000 SF

GRAND TOTAL	680 DUs.	343,100 SF COMM.

PRELIMINARY YIELD ANALYSIS

These numbers are broken down into Front, Middle, and Back areas with the middle area split between C5 and C3. These numbers are likely the maximum with the following caveats:
 The C5 front area considers 3 1/2 story buildings except for the anchor and gas station.
 The C-5 middle assumes 2 1/2 stories.
 The C3 middle and back assumes 2 1/2 stories. The C3 zoning uses the 18 acres of park in the 3.5du/acre max allowed.

MIDDLE & BACK C3

COMMERCIAL
 1600 LF FRONTAGE X 50' DEPTH
 = 80,000 SF

HOUSING (TOWNHOUSES AND SF HOUSES)
 50AC + 18AC PARK = 68AC
 68 X 3.5 DUs. = 238 DUs.

MIDDLE C5

COMMERCIAL
 32 BUILDINGS X (40' X 70' = 2800SF)
 = 89,600 SF

HOUSING (2 STORY ABOVE COMMERCIAL)
 32 APT. MANSIONS @ 4DUs. = 128 APTS.

EXHIBIT I

The anticipated development of the Property at maximum build-out is delineated as follows:

See Joint Development Agreement, Sections V.B.1 through 5. And C.1 through 4.

DAVIS & FLOYD

SINCE 1954

TECHNICAL MEMORANDUM

October 15, 2018

To: Mr. Ling Graves
Graves Construction Company, Inc.

From: Jared Bramblett, PE

Subject: Stormwater Due-Diligence Summary
Graves Land – Beaufort County
D&F Job Number: 013652.00

I. Project Description

The Graves Land near the intersection of US 278 and Highway 170 in Beaufort County has been considered for development for many years. The latest development plan includes a mix of single-family, multi-family, mixed-use, commercial and parks/open space to create a walkable new-urban village. This development plan will be required to comply with Beaufort County's Manual for Stormwater Best Management and Design Practices (the Manual). Davis & Floyd (D&F) was engaged to develop conceptual stormwater strategies that can be implemented to meet the County's requirements, and the intent of this report is to present and summarize D&F's findings.

II. Brief Summary of Stormwater Requirements and Proposed Strategies

Following is a brief summary of the stormwater requirements that must be addressed and the strategies being proposed to meet these requirements with a more detailed presentation of supporting information provided in the remainder of this memo:

- 1. Offsite Flows:** The existing "wetland finger" closest to US 278, that terminates with the existing pond and Outfall 2 as represented in Exhibit D, currently conveys approximately 145 acres of offsite stormwater by way of the dual 36" pipes under Graves Road including 20 acres from US 278. As this Project is developed, we must ensure that the "wetland finger" has the capacity to adequately convey the increase in flow. In our meeting on July 18th, the County indicated that it may be willing to contribute, its proportionate share, to any improvements necessary for this flow to be conveyed. Improvements to the "wetland finger" will have to be coordinated with Newkirk Environmental and approved by the Corps of Engineers but could include modifications to or replacement of the existing flashboard riser structures, modifications to the existing grades along the wetland finger and/or the

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o. (843) 554-8602 f. (843) 747-6485

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construction of a new pond. To assist with County coordination on this issue, the onsite and offsite flows contributing to this “wetland finger” are provided on Page 6 of this report in Table 2.

2. **95th Percentile Rainfall Volume Control:** The volume of stormwater runoff generated by 1.95” of rain (95th percentile storm event) cannot be discharged from the site and must be retained and absorbed onsite through infiltration, evaporation or transpiration within 14 days. Site specific geotechnical testing should be performed to confirm infiltration rates of the existing soils, but reports from the Natural Resource Conservation Service indicate that the infiltration rates are low leaving evaporation and transpiration as the primary means by which this requirement can be met. Preliminary calculations indicate that we will need approximately 20 acres of irrigation area to meet this requirement. Irrigation of “big box” rooftops will also help to meet this requirement through evaporation.
3. **10% Effective Imperviousness:** The Project’s impervious area including rooftops, roads, alleys, driveways, sidewalks, parking lots, etc. must be reduced from approximately 35% to no more than 10% effective imperviousness by implementing BMP’s such as rain gardens, bio-swales and pervious pavement. Our calculations estimate that we can achieve approximately 6% effective imperviousness by using a pervious material in the alleys, constructing bio-swales/raingardens along the roads, constructing rain gardens along the wetlands, and disconnecting impervious areas. See Exhibit F for the conceptual plan and table summarizing these calculations.
4. **Peak Discharge Control:** Post-development stormwater runoff rates must be reduced to the pre-development levels for the 2-, 10-, 25-, 50- and 100-year storm events. The measures implemented to accomplish items 2 and 3 above will go a long way to meet this requirement with the “lake” proposed for the northwest portion of the site likely being able to provide any additional storage volume needed. If additional storage volume is needed beyond that being provided by the “lake”, we can supplement with underground storage beneath the commercial parking lots.
5. **Water Quality:** Pollutants and nutrients including nitrogen, phosphorous and bacteria (fecal coliform) in the stormwater runoff must be reduced to an acceptable level prior to being released. The proposed measures necessary to meet the other requirements described above should meet the water quality requirement. In the unlikely event that this does not occur, we may have to provide some additional storage volume in the ponds, rain gardens, bio-swales, and/or underground storage facilities.

In order to finalize the design of these measures and to develop a detailed stormwater master plan for Beaufort County's review, we will need the following information:

- Geotechnical Testing to Determine Infiltration Rates and Seasonal High Groundwater Table
- Finalize the Conceptual Master Plan and Convert to CAD. Detail will need to be added to better define the Streets, Sidewalks, Alleys, Driveways, Rooftops, Rain Gardens, Bio-Swales, and "Lake".
- Latest Wetlands Survey

III. Existing Site Conditions

The 100-acre site is located north of US Highway 278 on the eastern bank of the Okatie River and consist of two parcels, an 82 acre parcel owned by the Graves and proposed for mixed-use development along with an 18 acre parcel owned by the County and proposed as a County Park. Existing land uses on the site, as defined by the National Land-Cover Database (NLCD), consist of hay/pasture, evergreen forest, wetlands, developed open space, and developed low intensity residential. The majority of site soils consist of moderately to poorly drained soil with limited infiltration capacity. The predominate soils onsite belong to hydrologic soil groups (HSG) C & D, as defined by the Natural Resource Conservation Service (NRCS). A digital elevation model (DEM) from 2009 for Beaufort County was acquired through the South Carolina Department of Natural Resources (DNR). The highest elevation on the site of approximately 23.5' (NGVD88 Datum) is adjacent to US Highway 278 with the lowest elevations between 8' and 9' adjacent to the wetlands/marsh areas. A vicinity, soils, and topographic map have been included as Exhibits A, B, and C, respectively.

The site is comprised of four (4) significant hydrologic basins as shown in Exhibit D. Basin A, which consists of 62.5 acres, drains to the pond/wetland system that discharges via two control structures to the Okatie River. Basin B, which consists of 12.7 acres, drains to a marsh/wetland finger. The 4.2 acres comprising Basin C drains directly to the marshes of the Okatie River. Basin D, comprised of 36.7 acres, drains via swales/ditches to the Okatie River. Additionally, a 134.5 acre basin (Basin OS1) and two SCDOT right-of-way basins (Basins DOT1 and DOT2) totaling 20.4 acres to the east of the site drain through culverts under Graves Road into the pond/wetland system within Basin A. The flows from Basin OS1 will limit the amount of detention that can be provided in the existing pond/wetland system for Basin A.

IV. Conceptual Master Plan

A conceptual master plan, developed by Civic by Design dated May 8, 2018, was used as the basis for this stormwater due-diligence exercise. The plan, depicted as Exhibit E, calls for commercial and mixed-uses within the southern property fronting US Highway 278 and various density residential uses within the center and northern portions of the property. The existing wetland systems within the property are proposed to be preserved.

V. Beaufort County Stormwater Requirements

The stormwater requirements set forth in the County's Manual can be summarized into three (3) categories addressing water quality and quantity control.

1. Volume Control
 - a. 95th Percentile Volume – The pre-development runoff volume must be maintained post-development for the 95th percentile storm event (1.95" depth). The means to address this are infiltration, evaporation, and/or transpiration through rainwater harvest/reuse.
 - b. Effective Imperviousness – The Manual defines effective imperviousness as a "metric that measures how effectively impervious surface runoff is reduced relative to pre-development pervious surface runoff" and requires sites to meet a threshold of 10% effective impervious area. This can be achieved through the implementation of BMPs that reduce the effective imperviousness percentages as presented in Section 5 of the Manual.
2. Peak-Discharge Control – Post-development runoff rates must be controlled to pre-development runoff rates for the 2-, 10-, 25-, 50-, & 100-year, 24-hour design storm events. This can be addressed through the implementation of BMPs including but not limited to bio-swales, rain gardens, and ponds. It should be noted that the Manual requires the existing site conditions to be modeled as a 'meadow in good condition' for the purpose of pre-development flow rate determination.
3. Water Quality – Appropriate BMPs must be implemented with the development that reduce pollutant and nutrient loads of stormwater runoff. Nitrogen, phosphorus, and bacteria (fecal coliform) removal must be demonstrated using criteria presented in Section 5 and Appendix E of the Manual.

VI. Stormwater Management Strategies

A meeting was held at Beaufort County's engineering office on July 18, 2018 to discuss the proposed development plan and potential stormwater management strategies. The strategies presented in this section include considerations of County comments from this meeting. For the purpose of stormwater master planning, the development area includes the Graves Land and the County Park (totaling approximately 100 acres).

1. Accommodation of Off-Site Flows – Stormwater runoff from Basin OS1 must be adequately conveyed through the site. A hydrologic analysis of Basin OS1 was performed, and the un-routed runoff rates to the culverts under Graves Road are quantified in Table 2 below. The pond/wetland system within Basin A should be designed and analyzed so that any changes do not adversely impede flow or adversely impact upstream areas.
2. 95th Percentile Rainfall Volume Control – During the meeting, the County clarified that the intent of this requirement is for the 95th percentile rainfall event (1.95" depth) to be stored within the developed site. Due to the anticipated poor infiltration capabilities of site soils, most of this volume will need to be captured and reused through irrigation or other means. Reuse facilities must be designed so that the required capture volume is used within fourteen (14) days. Additionally, the storage volume of pervious pavements may also be used to meet the 1.95" rainfall depth volume control requirements.

It is recommended that infiltration testing be performed on the site to determine the potential applicability of infiltration BMPs.

3. **Effective Imperviousness** – An analysis of the proposed land-uses was performed and is depicted in Exhibit F. The areas of proposed impervious cover were quantified and treated with various volume control BMPs. The BMPs that are implemented to address the 95th percentile event will also help achieve the required 10% effective imperviousness requirements. A conceptual effective imperviousness computation summary has also been provided in Exhibit F. This analysis shows that through the proper implementation of pervious pavements, rain gardens, and stormwater reuse BMPs, they site may exceed the County’s requirements.
4. **Peak Discharge Control** – The BMPs implemented to meet items 2 & 3 above will also help meet the County’s required peak discharge control. By controlling the volume of runoff leaving the site, these BMPs will greatly reduce the need for traditional stormwater ponds. As the conceptual master plan is refined and finalized, a detailed analysis can be performed to determine the needed size of any additional stormwater ponds. Any required peak discharge control facilities not addressed through other BMPs can likely be treated within the pond in the northwest portion of the site and/or a potential underground storage facility beneath the parking lots of the commercial area.
5. **Water Quality** – The BMPs designed to meet the other site stormwater requirements will need to be analyzed using the calculation methodology included in the Manual. As the site plan is finalized and detailed BMPs parameters are determined, the design of the BMPs will need to be checked to ensure that adequate pollution removal rates are achieved. If necessary, BMP design tweaks or additional BMPs may be required.

VII. Quantification of Watershed Flows

The County requested a quantification of off-site and on-site flow rates in order to help determine appropriate coordination between the Developer and the County as it relates to off-site flows and runoff from the future County Park. Tables 1-4 provide a summary of flows contributed by the Graves Property, County Park Property, offsite properties, and SCDOT rights-of-way. Exhibits C & D provide an overview of the basins, outfalls, and properties. The County Park Property accounts for approximately 7% of the total runoff both before and after development. Overall, the Graves Land accounts for approximately 25% of the total runoff for all outfalls under existing conditions. Once developed, the Graves Property will account for approximately 34% of the total runoff if no stormwater management strategies were implemented on this site. Once the required stormwater management strategies are implemented, runoff rates will be required to be at or below existing rates.

Table 1: Flowrate Comparison to Outfall 1

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	0.4	0.7	0.9	1.1	1.3	2.0%	0.5	0.9	1.1	1.2	1.4	2.3%
County Park Property	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%
Offsite Property	19.1	34.7	44.6	53.2	61.8	98.0%	19.1	34.7	44.6	53.2	61.8	97.7%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

Table 2: Flowrate Comparison to Outfall 2

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	75.7	149.5	197.5	239.6	281.8	21.2%	127.4	219.6	276.6	326.5	375.7	27.3%
County Park Property	18.7	32.2	40.5	47.8	55.0	4.4%	20.6	34.3	42.8	50.2	57.4	4.2%
Offsite Property	212.1	385.2	494.5	589.0	683.8	53.1%	212.1	385.2	494.5	589.0	683.8	48.8%
Offsite SCDOT R/W	96.2	159.5	198.4	232.4	265.8	21.4%	96.2	159.5	198.4	232.4	265.8	19.6%

Table 3: Flowrate Comparison to Outfall 3

Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	22.0	43.2	56.9	68.9	80.9	77.1%	37.3	63.1	79.2	93.0	106.8	83.2%
County Park Property	7.1	13.1	16.9	20.3	23.6	22.9%	6.4	12.3	16.1	19.4	22.7	16.8%
Offsite Property	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

Table 4: Flowrate Comparison to Outfall 4

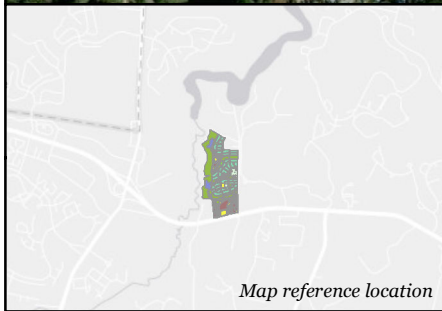
Basins	Existing Hydrologic Runoff Rates (CFS)						Proposed Hydrologic Runoff Rates (CFS)					
	2YR	10YR	25YR	50YR	100YR	Avg. %	2YR	10YR	25YR	50YR	100YR	Avg. %
Graves Property	28.6	58.1	77.5	94.5	111.5	35.7%	57.4	96.3	120.3	140.9	161.5	45.3%
County Park Property	11.9	24.1	32.1	39.1	46.2	14.8%	16.3	29.9	38.5	45.9	53.3	14.4%
Offsite Property	42.3	81.8	107.4	129.6	151.9	49.5%	42.3	81.8	107.4	129.6	151.9	40.3%
Offsite SCDOT R/W	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0%

VIII. Summary

Based on D&F's review of the existing site conditions, the conceptual master plan, the County's Manual, and input from County staff, it is our opinion that stormwater BMP's can be implemented within the 100-acre footprint of the current plan to meet or exceed the County's requirements. These BMP's will include pervious pavements, raingardens/bioswales, stormwater capture and reuse, and stormwater ponds. As the site master plan is refined and grading plans developed, specific BMP parameters will need to be determined to ensure that the proposed stormwater management plan will meet the requirements of the Manual as outlined in this memo.



Source:



Legend

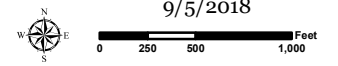
- Beaufort County Park
- Project Site

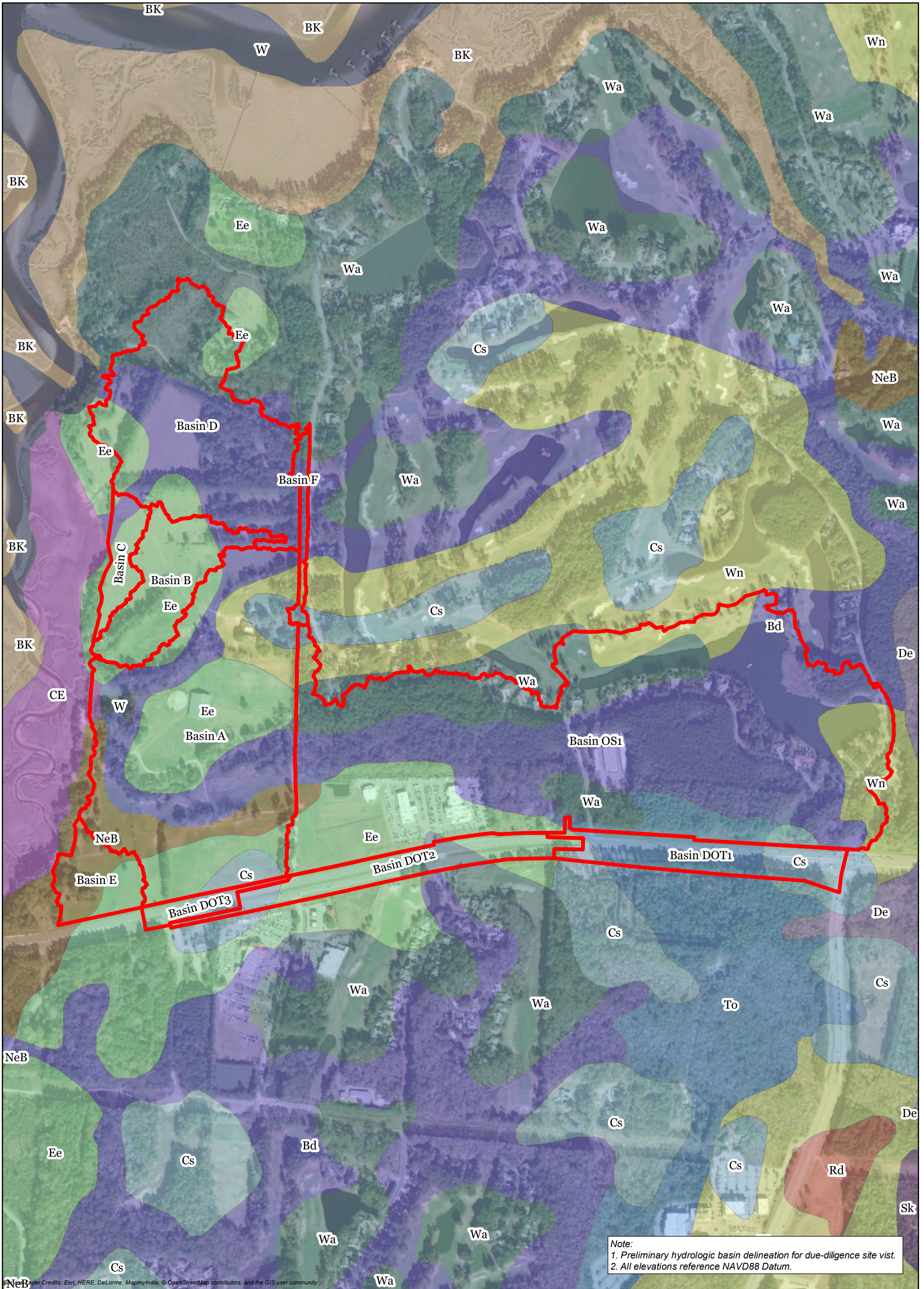
DAVIS & FLOYD
SINCE 1954

Graves Land Project
Stormwater Due-Diligence

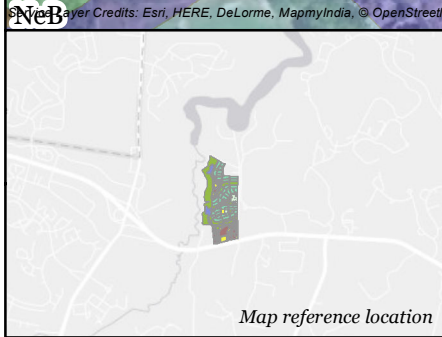
Exhibit A - Vicinity Map

9/5/2018





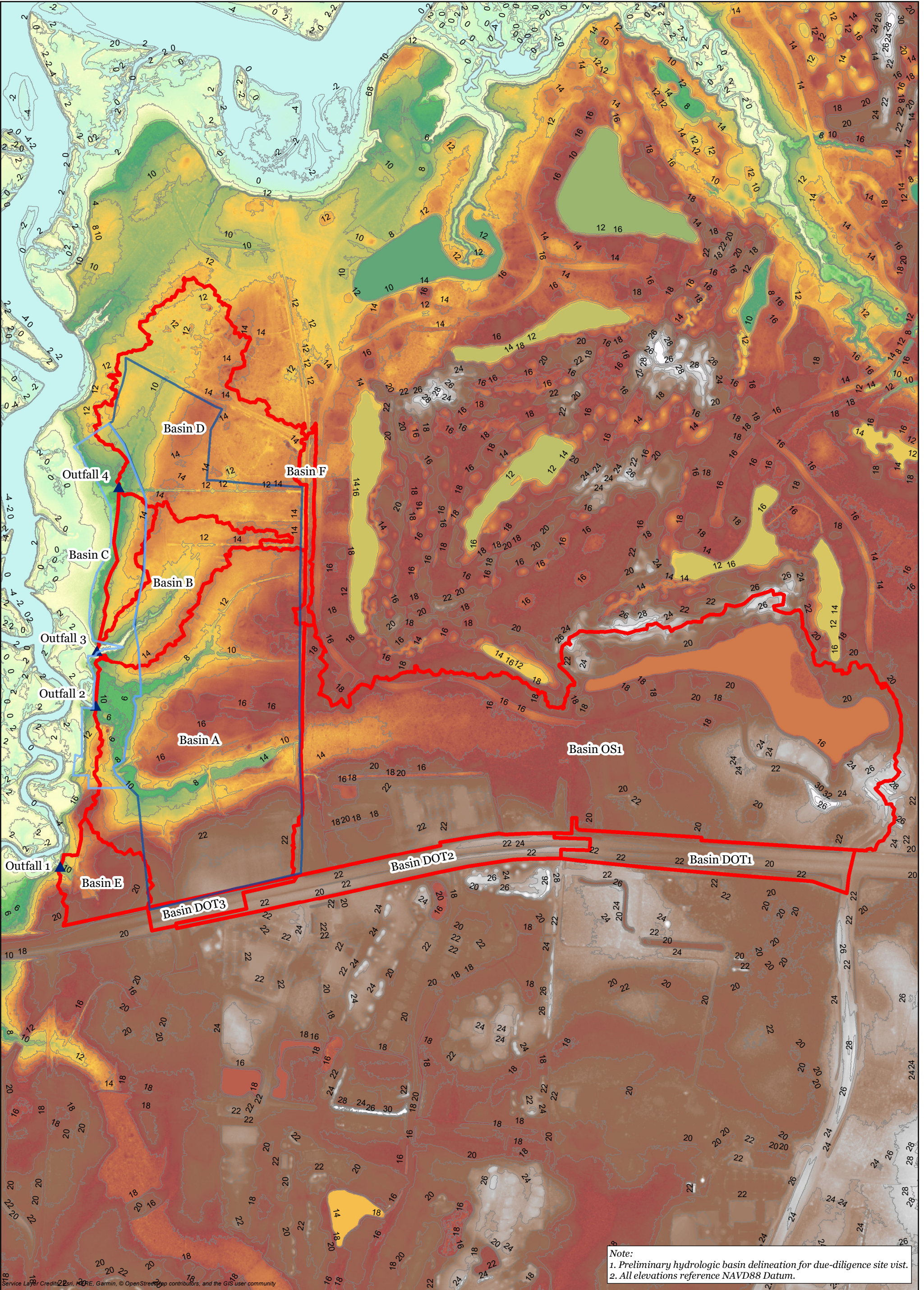
Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.



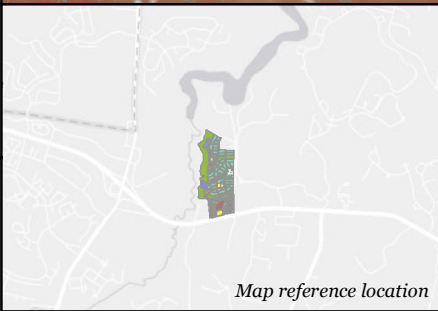
Legend									
	Drainage Basins		CE		Ee		Sk		Wa
	BK		Cs		NeB		To		Wn
	Bd		De		Rd		W		

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit B - Soils Map
 9/18/2018

D&F Proj. No. 013652.00

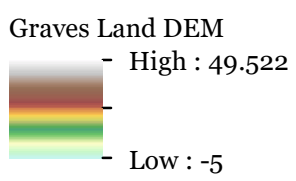


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Legend

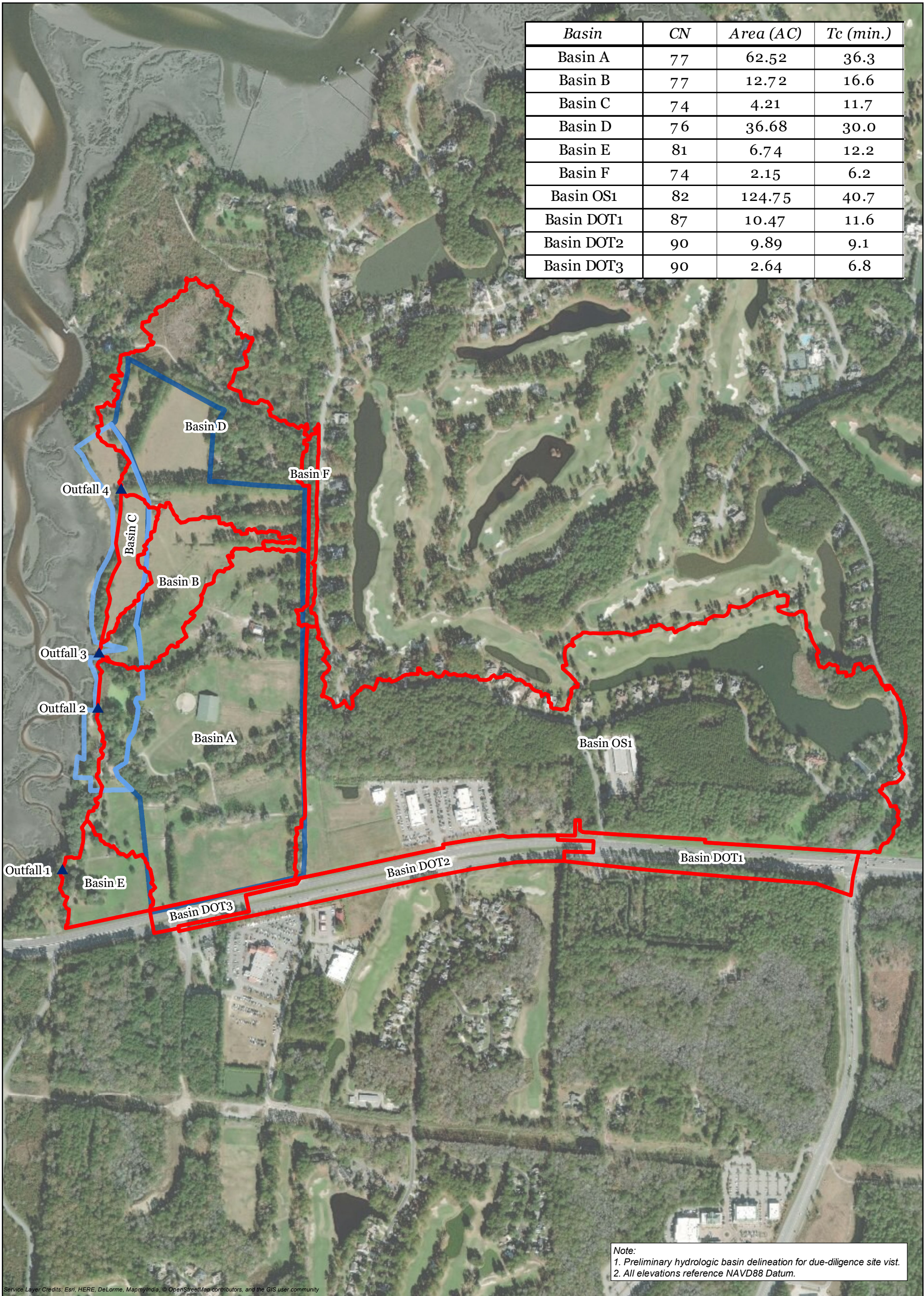
- County Park Land
- Graves Land
- Drainage Basins



DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit C - Elevation Map
 9/20/2018

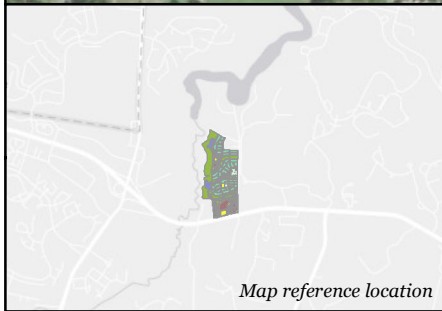
D&F Proj. No. 013652.00

Basin	CN	Area (AC)	Tc (min.)
Basin A	77	62.52	36.3
Basin B	77	12.72	16.6
Basin C	74	4.21	11.7
Basin D	76	36.68	30.0
Basin E	81	6.74	12.2
Basin F	74	2.15	6.2
Basin OS1	82	124.75	40.7
Basin DOT1	87	10.47	11.6
Basin DOT2	90	9.89	9.1
Basin DOT3	90	2.64	6.8



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

Service Layer Credits: Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



Legend

- ▲ Outfalls
- Graves Land
- Drainage Basins
- County Park Land

DAVIS & FLOYD
 SINCE 1954

Graves Land Project
 Stormwater Due-Diligence

Exhibit D - Drainage Basins

10/9/2018

D&F Proj. No. 013652.00



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

CONFIDENTIAL INFORMATION
 This information is conceptual and subject to change. All information was compiled from various sources and is for informational purposes only. It is not intended to be used for any legal or regulatory purposes. The user may make their own decisions based on this information. This drawing is not a final design and is not intended to be used for construction with any other plans. The user should verify the specific project for which they have been prepared without written consent.

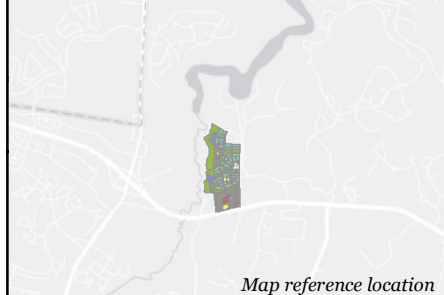
SCALE 800'
 NORTH

CIVIC BY DESIGN
 @ SEPTEMBER 5, 2018

CONCEPT PLAN SHOWING CONNECTIVITY AND FEATURES

CODE ANALYSIS
 GRAVES LAND
 BEAUFORT COUNTY, SC

Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

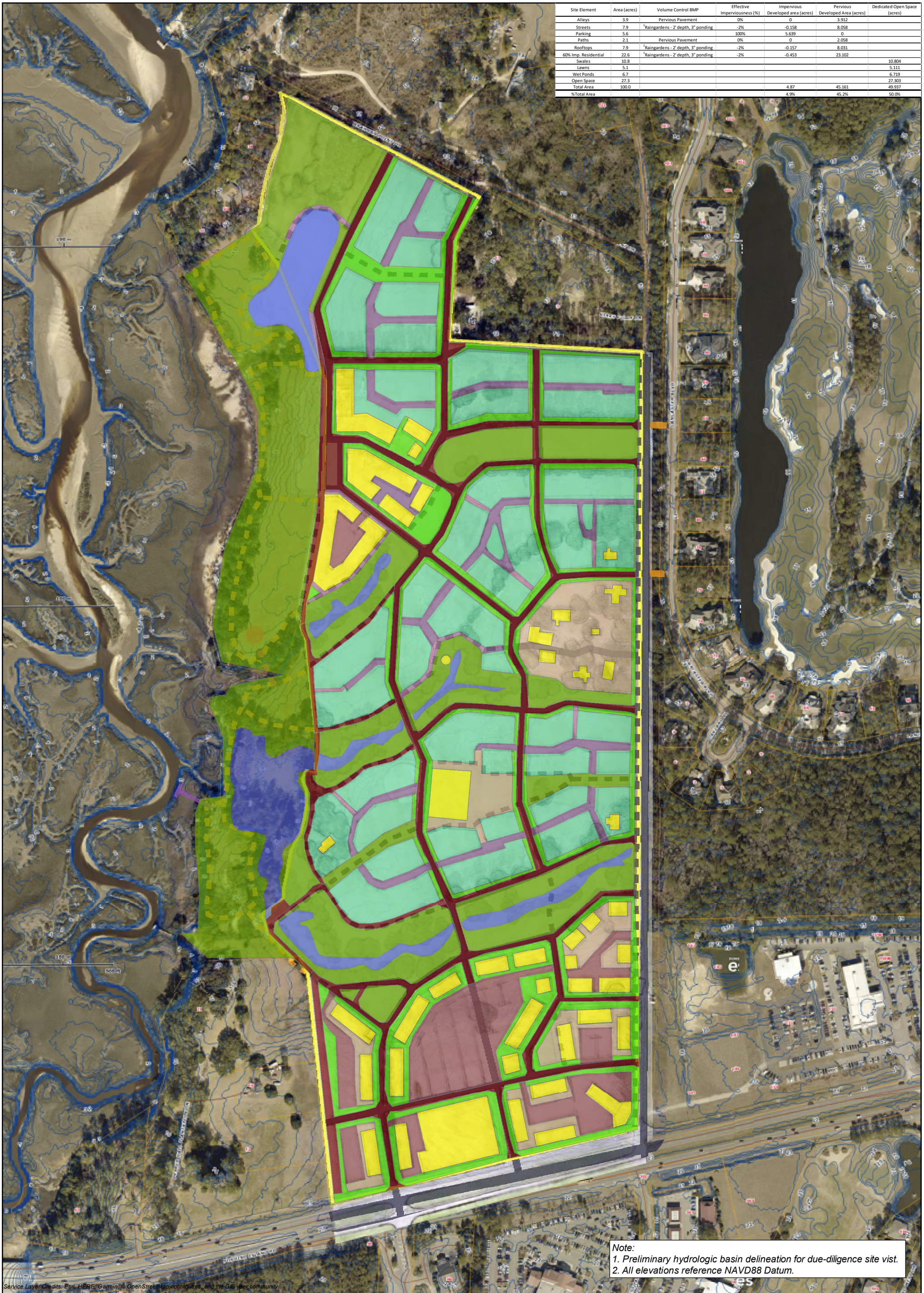


Legend

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit E - Master Plan
 9/5/2018

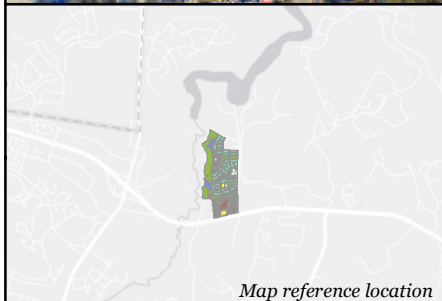
D&F Proj. No. 013652.00

Site Element	Area (acres)	Volume Control BMP	Effective Imperviousness (%)	Impervious Developed Area (acres)	Pervious Developed Area (acres)	Dedicated Open Space (acres)
Alleys	3.9	Pervious Pavement	0%	0	3.912	
Streets	7.9	"Raingardens - 2' depth, 3" ponding	-2%	-0.158	8.058	
Parking	5.6	100%	100%	5.639	0	
Paths	2.1	Pervious Pavement	0%	0	2.058	
Rooftops	7.9	"Raingardens - 2' depth, 3" ponding	-2%	-0.157	8.031	
60% Imp. Residential	22.6	"Raingardens - 2' depth, 3" ponding	-2%	-0.453	23.102	
Swales	10.8					10.804
Lawns	5.1					5.111
Wet Ponds	6.7					6.719
Open Space	27.3					27.303
Total Area	100.0			4.87	45.161	49.937
%Total Area				4.9%	45.2%	50.0%



Note:
 1. Preliminary hydrologic basin delineation for due-diligence site visit.
 2. All elevations reference NAVD88 Datum.

Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community



Legend

Lawns	Alleys	Parking	Streets	Wetlands
60% Impervious	Driveways	Paths	Swales	
	Open Space	Rooftops	Wet Ponds	

DAVIS & FLOYD
 SINCE 1954
 Graves Land Project
 Stormwater Due-Diligence
Exhibit F - Land Use
 9/5/2018

 D&F Proj. No. 013652.00

Graves Pro-rata * #																	
Analysis by Davis and Floyd																	
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage			
	Graves	Offsite	DOT		Graves	Offsite	DOT	Graves	Offsite	DOT	Graves	Offsite	DOT	Graves	Offsite	DOT	
A	62.52				21.1%	57.1%	21.8%							13.1917	35.6989	13.63	
B	12.72							76.9%	23.1%	0.0%				9.78168	2.93832	0	
C	4.21							76.9%	23.1%	0.0%				3.23749	0.97251	0	
D	36.68													14.6353	22.0447	0	
E	6.74	2.0%	98.0%	0.0%										0.1348	6.6052	0	
F	2.15													0.85785	1.29215	0	
OS1	124.75				21.1%	57.1%	21.8%							26.3223	71.2323	27.2	
DOT1	10.47				21.1%	57.1%	21.8%							2.20917	5.97837	2.282	
DOT2	9.89				21.1%	57.1%	21.8%							2.08679	5.64719	2.156	
DOT3	2.64				21.1%	57.1%	21.8%							0.55704	1.50744	0.576	
	272.77													Total Acreage	73.0141	153.917	45.84
															26.8%	56.4%	16.8%
															26.8%	73.2%	

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

Graves Pro-rata (w/ DOT assigned to County) * #																					
Analysis by Eric Larson, County Stormwater Manager																					
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage							
	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	
A	62.52				84.0%			16.0%									52.52	0	0	10	
B	12.72								84.3%			15.7%					10.72	0	0	2	
C	4.21								5.9%			94.1%					0.25	0	0	3.96	
D	36.68												47.3%	47.3%		5.5%	17.34	17.34	0	2	
E	6.74	2.0%	98.0%	0.0%													0.1348	6.6052	0	0	
F	2.15												0.0%	100.0%			0	2.15	0	0	
OS1	124.75					100.0%											0	124.75	0	0	
DOT1	10.47																0	0	10.47	0	
DOT2	9.89																0	0	9.89	0	
DOT3	2.64																0	0	2.64	0	
	272.77																Total Acreage	80.9648	150.845	23	17.96
																		29.7%	55.3%	8.4%	6.6%
																		29.7%			15.0%
																		66%			34%

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

Graves Pro-rata (w/o DOT assigned to County) * #																					
Analysis by Eric Larson, County Stormwater Manager																					
Basin	Outfall 1				Outfall 2			Outfall 3			Outfall 4			Weighed acreage							
	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	Graves	Offsite	DOT	Park (approx. acreage)	
A	62.52				84.0%			16.0%									52.52	0	0	10	
B	12.72								84.3%			15.7%					10.72	0	0	2	
C	4.21								5.9%			94.1%					0.25	0	0	3.96	
D	36.68												47.3%	47.3%		5.5%	17.34	17.34	0	2	
E	6.74	2.0%	98.0%	0.0%													0.1348	6.6052	0	0	
F	2.15												0.0%	100.0%			0	2.15	0	0	
OS1	124.75					100.0%											0	124.75	0	0	
DOT1	10.47																0	0	10.47	0	
DOT2	9.89																0	0	9.89	0	
DOT3	2.64																0	0	2.64	0	
	272.77																Total Acreage	80.9648	150.845	23	17.96
																		29.7%	55.3%	8.4%	6.6%
																		29.7%			6.6%
																		82%			18%

* Pro-rata is based on a % distribution of land mass, not impervious cover or calculated run-off volume.

The most equitable assignment of contribution would be calculated runoff volume, which is determined by impervious cover, land use, and use of Best Management Practices.

ADD-ONS

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

Topic: Proposed Pepper Hall Plantation Development Agreement

Date Submitted: December 10, 2018

Submitted By: Constituents

Venue: Council Meeting

Rainey, Sue

From: ebvann@me.com
Sent: Monday, December 10, 2018 8:51 PM
To: WBCC
Subject: County Council

Sender: Beth Vann
Phone: 8437577418

Message:

no development on the graves property the river is too fragile and we have ENOUGH development you are destroying what was good about the county

Rainey, Sue

From: DarkHorse9561@hotmail.com
Sent: Monday, December 10, 2018 5:23 PM
To: WBCC
Subject: County Council

Sender: Karen Wendel
Phone: 843-384-5309

Message:

As a Beaufort County resident for over 40 years, I am expressing my displeasure at the willingness of the Council to ignore the clearly detrimental impact of the Proposed Graves development on the surrounding environment. As a county taxpayer, I have a stake in the land trust and the spaces it is supposed to protect. Allowing development of the scope proposed by Graves along the Okatie River will destroy an irreplaceable natural feature of our county. Please count myself as one who opposes this travesty!

Rainey, Sue

From: llwende@clermson.edu
Sent: Monday, December 10, 2018 4:48 PM
To: WBCC
Subject: County Council

Sender: Lauren Wendel
Phone: 8433841391

Message:

Please vote no on the Pepper Hall Development! Was born and raised in Bluffton. I grew up on the Okatie River. I know how special of a place it is and it seems to be one of the only sacred places left. Every time I come home I am reminded that development and progress are more important than the nature that drives people to live there. If we destroy the landscape that we love so much then is it all worth it?

Rainey, Sue

From: pa3_wood@hotmail.com
Sent: Monday, December 10, 2018 4:12 PM
To: WBCC
Subject: County Council Pepper Hall (Robert Graves) Development

Sender: Paul Fitzgerald
Phone: 8432273621

Message:

Sirs,

I am writing this to urge you to vote AGAINST moving forward with the Pepper Hall a.k.a Robert Graves Development. I have lived in two other areas where unchecked development has ruined the living experience by local residents. This development will most certainly degrade our already diminished wildlife and waters.

In the previous areas I lived, the results were always the same. Developers purchased land at a low price and produced laughingly incomplete environmental impact studies which were accepted as gospel. The developers proceeded with building, and left the communities/environment with all the follow-on issues. None of the developers even lived close to the areas where they built. We were left with the traffic problems (lets add even more traffic lights!), noise/light pollution, substantially diminished wildlife, congestion, higher taxes to cover the additional 'services', and most important, a sadly reduced quality of life.

We do not owe any land owner a right to develop as they choose. No one is ever guaranteed that monies spent will result in a positive return on investment- that includes real estate.

Again I urge to vote against any form of zoning changes for the proposed Robert Graves development.

Thank you,

Paul Fitzgerald

Rainey, Sue

From: fitzgerld4@yahoo.com
Sent: Monday, December 10, 2018 3:55 PM
To: WBCC
Subject: County Council

Sender: **Druanne Fitzgerald**
Phone: 661-433-9628

Message:

RE: Development of Pepper Hall Plantation. My husband and I have recently relocated here from California three years ago and are disappointed in the priorities set by the County of Beaufort concerning its increased development. There is so much more at risk to the community and environment due to over-development. The sea turtle population is declining and has been for the last few years. The detrimental effect due to the pollution of our beautiful waterways because of rainwater runoff and all the other damaging effects that will devastate our community.

We have watched what happens to water, the wildlife, and infrastructure due to unrestrained commercial and residential development. Please remember what makes this area beautiful and burgeoning with life and make informed decisions instead of just taking the money!

Rainey, Sue

From: debbierayman@yahoo.com
Sent: Monday, December 10, 2018 2:04 PM
To: WBCC
Subject: County Council

Sender: **Debbie Burke**
Phone: (843)592-0934

Message:

I am unable to attend tonight's City Council meeting but I want to voice my opposition to the Pepper Hall Plantation/Graves Development agreement. As a tax payer of Beaufort County I find it very disturbing that you are considering approving a development agreement that has us (the tax payers) footing the bill for the items listed in the development agreement for a private development. This development will put additional demands on our already overwhelmed infrastructure- roads, schools, stormwater system, etc- and instead of requiring them to pay their fair share they want us to pay the costs of THEM doing business. How will this benefit our County? It won't! It will cost us greatly & will bring us more of what we already have plenty of. Please think of all the citizens of Beaufort County (not just Mr Graves) & vote no on the development agreement.

Rainey, Sue

From: mklaskowitz@gmail.com
Sent: Monday, December 10, 2018 1:04 PM
To: WBCC
Subject: County Council

Sender: **Maryanne Laskowitz**
Phone: 8438163064

Message:

Allowing for the development of Pepper Hall would be an absolute travesty to the entire Graves family and to the entire community. The Okatie River is so environmentally sensitive and its degradation would be a blow to our entire water ecosystem. I'm sure there isn't one Beaufort County resident that lives in our area because of the strip malls, parking lots, crowds and reckless development.

A political newcomer like Mike Covert, is far too inexperienced and uneducated to understand what is at stake. We will remember this at election time.

From: [Schroyer, Connie](#)
To: [Rainey, Sue](#)
Subject: FW: Graves Property
Date: Tuesday, December 11, 2018 12:24:48 PM

Connie L. Schroyer
Clerk to Council
Beaufort County Council
843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902

-----Original Message-----

From: atriverbend@sc.rr.com <atriverbend@sc.rr.com>
Sent: Friday, December 7, 2018 8:42 AM
To: WBCC <WBCC@bcgov.net>
Subject: Graves Property

Sender: **Anthony P. Proto**
Phone: 843-707-7784

Message:
Re: Graves Property

Informed of the latest regarding the Graves property I can say that the council continues to figure ways to mess up a one car funeral.

The proposed development is a nightmare.

From: awestphotodesign@gmail.com
To: [WBCC](#)
Subject: Save the Okatie River! Please vote NO to the Graves Development
Date: Monday, December 10, 2018 10:08:11 AM

Sender: **Alison Moons**
Phone: 0000000000

Message:

I oppose the Graves development and hope you will too to secure the health and future of Okatie's pristine, natural and wild river. Don't destroy what makes the low country and Bluffton/Okatie so beautiful-- its natural landscapes. Our future generations deserve to grow up swimming, fishing and playing on the Okatie River, just as many previous generations have. What is the stormwater plan? Overdevelopment, especially around our natural waterways, is an epidemic in the US and more protections need to be in place. Beaufort County has a good reputation in always putting history and natural resources first in their planning and development practices and I hope you will here, too. Thank you for your time.

From: jcbrenner0495@aol.com
To: [WBCC](#)
Subject: County Council
Date: Monday, December 10, 2018 9:01:28 AM

Sender: **Caroline Brenner**
Phone: 843-602-5020

Message:

I am fully against the graves proposal to develop property on the okatie. I feel the environment would be irreparably damaged. Please vote against this projection

From: BBaker0303@aol.com
To: [WBCC](#)
Subject: County Council
Date: Monday, December 10, 2018 8:31:08 AM

Sender: **Rebecca Baker**
Phone: 8433680105

Message:

My husband, James and I, are adamantly opposed to the Graves Pepper Hall Development Agreement. Why, should our county tax dollars pay anything towards a road in his development? Also why is he able to lease back a barn and apartment on County owned land for \$1.00 a year. And finally, why should the county sign a blank check for half of the stormwater cost?

Please do not give in and do what we the taxpayers want...just say NO!

Rebecca Baker
8 Palmetto Point
Bluffton

From: Karen.lebon@gmail.com
To: [WBCC](#)
Subject: Pepper property
Date: Monday, December 10, 2018 8:19:48 AM

Sender: **Karen LeBon**
Phone: 651224115

Message:

What we need is to preserve the Lowcountry as Lowcountry. We do not need yet more development on such a beautiful and sensitive site. Vote no on current development plan. Thank you for your consideration.

From: amcdowellsc@gmail.com
To: [WBCC](#)
Subject: County Council
Date: Sunday, December 9, 2018 2:33:07 PM

Sender: **Aimee Carson McDowell**
Phone: 8435974897

Message:

I would like to go on record as vehemently opposing the pepper Hall development. I am a native of Hilton Head for 47 years. My parents moved here in 1965 and helped develop this beautiful habitat. This is a threat to that natural beauty and controlled development that Charles Fraser so greatly protected us from. It is disgraceful and we need to stop this

From: hhibird@aol.com
To: [WBCC](#)
Subject: County Council
Date: Sunday, December 9, 2018 12:18:18 PM

Sender: **Kristin**
Phone: 8433380727

Message:

Please vote NO on the Robert Graves development. Beaufort County is becoming Florida, which is exactly NOT what SC residents want, ecologically or population wise. These 400+ homes add distress to the new, already overcrowded schools. The property tax gained does not benefit the school system. This needs to be fixed at the state level first. A moratorium of anything built other than working class affordable dwellings needs to be issued. Nothing needs to be built near the Okatie River. We need to protect our seafood & waterways - the whole reason for living here.

Please vote NO.

From: bgreen@bgmoney.com
To: [WBCC](#)
Subject: County Council
Date: Thursday, November 29, 2018 11:23:24 AM

Sender: **Bob Green**
Phone: 843-379-3339

Message:

Where on the County Council Website will I find the development agreement for the PepperHall property? Thank you, Bob Green

From: treefrogfen@gmail.com
To: [WBCC](#)
Subject: County Council
Date: Wednesday, November 28, 2018 11:33:36 AM

Sender: Jennifer Staton
Phone: 8438468632

Message:

I understand the Mr. Dawson is holding a community forum tomorrow at Davis Elementary. Where is that posted?

From: wzara@icloud.com
To: [WBCC](#)
Subject: County Council
Date: Monday, November 26, 2018 8:22:59 AM

Sender: Wendy Zara
Phone: 8432638946

Message:

I would like to speak at the special Session of County Council today Nov 26. Thanks.

From: sandra44@msn.com
To: [WBCC](#)
Subject: County Council
Date: Sunday, December 9, 2018 12:09:40 PM

Sender: **sandra jones**
Phone: 8438155241

Message:
NO, Bluffton is over crowded already!!!!

My name is **A.J. Brannan**, I am a certified captain, and I grew up on the Okatie. At a young age my mother instilled in me the importance and wonder of the marine environment. After seeing the river that I had grown to love take a serious downturn during the development boom, I decided to get a degree in marine biology. *Concentrating in wetland ecology and coastal conservation*

The Okatie is an estuary, which is a place in the watershed where fresh and saltwater mix. More importantly the Okatie is a nursery, a place where all of these fish lay their eggs or give birth. Fish which bring in millions from tourism and commercial fishing.

Development around the county has really taken off since the 1990's. More people need more houses, bigger roads, places to shop etcetera all of which are classified as impervious surfaces. The issue with all development is that we are covering the ground, which removes the earth's ability to soak up and treat rainwater.

Rainwater runs off impervious surfaces, into ditches or drain pipes, then diverted to retention ponds, where it stays until the next time it rains. It is then dumped into rivers to keep the pond from flooding. The main issue is not only is it SUBSTANTIALLY MORE water than if the impervious surfaces didn't exist, but it's also untreated and unfiltered. South Carolina Department of Health and Environmental Control Stated that there should be a 50% reduction in pollutants, in order to CONFORM to the Federal Clean Water Act.

Fecal Coliform is bacteria used to determine how much human or animal waste is in an ecosystem, that being said there is always waste in the ecosystem. The shellfish beds (Oysters and Clams) have been closed since I was a kid because of the high amounts of fecal coliform. I distinctly remember my dad and aunt getting really sick from eating oysters.

Where humans and animals exist, so does fecal coliform, naturally studies show, if you put a bunch of humans in the watershed, waste will rise. So and I quote "whatever the source, as the amount of fecal coliform increases in the water, the risk of public health also rises". More severe pathogens carried in fecal coliform include hepatitis, E. Coli, and Salmonella and can be transferred through swimming and eating shellfish. The concentration of fecal coliform in the Okatie has remained too high for more than a decade.

Now all of these issues were a problem BEFORE the county purchased the 18 acres for the Okatie River Park. Rezoning Pepper Hall to commercial was promptly stopped many times because and I quote "commercial development, though mitigated, will impact the water quality of the Okatie".

Studies show that the quality of the water gets worse if there are more than 10% impervious surfaces, the land because of poor soil, is already at 10% impermeability. With development it could go up to more than 50% impermeability, which would further add more freshwater to the Okatie. Simply, the development adds more pollutants. Even less of more is still more!

Recent studies show that the salinity of the Okatie can go from a healthy 30 ppt like the ocean to 0ppt, which is tap water, within a matter of minutes. This "freshwater shock" kills off the freshwater shock is a direct killer of some of the most popular seafood species.

Pepper Hall is one of the last untouched portions of the Okatie. So because the amount of freshwater being poured into the river increases with development, it will directly kill off the flagship species that brings millions into the state through tourism, and that the state spends millions on protecting.

The Best Management Practices, or BMP's, are meant to be guidelines to protect the water quality of the environment. The SCBMP's are honestly insufficient. However, the BMP's do have some decent guidelines like not dumping into areas "with concentrated shellfish production", and discharge cannot adversely harm, modify, or destroy the critical habitat of a threatened species. For example, threatened Woodstorks are known to inhabit the area.

In the Development agreement it repeatedly states that any future BMP's will not be applied to them. Essentially making a snapshot of the rules and regulations, in case better rules and regulations come along down the road. For someone claiming to take the environment into consideration, this is almost the exact opposite way to go about it.

The concept plan shows no retention ponds, only a ditch that is currently there, running directly into the marsh, which is against BMP's. There is one pond on the property, but cannot be considered as it has been full since its construction. I strongly believe that when it comes to the permit process, both the park and the development will be shot down due to soil, environmental impacts, and cost of mitigation.

There needs to be a plan to repair and conserve the Okatie, and this is not a plan. The Okatie needs to be extensively studied, by biologist, so that we can better understand exactly how much damage will happen, and damage WILL happen. *All of this data has been presented to the Natural resources committee numerous times. We are here because the Planning Committee, who wanted to develop, and the Natural Resources Committee, who believed it would decimate the ecosystem, could not agree. It was voted to go to Council, and now we are here.*

You are giving Robert Graves free reign with taxpayers dollars. He can do whatever he wants without written consent from the county, but the county can't do anything without written consent from him.

I may be wrong, but usually isn't there a bidding process for contractors in order to keep the costs lower? In the agreement he picks who does the work. If I were a well known developer I would definitely give either do the job myself or give it to a colleague.

Pepper Hall Reading Dec.10,2019

Thank you and the developer for the concessions on the open space and land swap of the Graves agreement.

I still have some issues with the revised agreement, 1) The \$2 million for the road to the County repaving Graves road from existing dirt and gravel to paved from Highway 278 to the North end of the property to the entrance of the proposed passive/park. I am assuming that it would be a two lane road and almost 1 mile long total. If it is a single lane and less than a mile, we are probably paying too much. Do we own this road?

2) Storm Water Management agreement to share costs. Beaufort County adheres to (BMP) Best Management Practice for storm water. If we look at estimated costs of BMP for Urban locales it costs about \$100,000 per acre. In a suburban setting that number drops to about 70% to 80% of Urban. With 83 acres to develop, that total cost could amount to \$5 to \$6 million dollars with storm sewers, culverts, dredging lagoons and impervious surfaces.

Just as an aside, the Island Packet quoted a council member as saying that most of the runoff from Pepper Hall will come from Berkeley Hall and Island West. That is not true about Island West.

The County hired Ward & Edwards to do an Okatie impact study in 2010 and as part of that study, the Okatie runoff or water shed was broken into 3 zones, 1,2,and 3.

Zone 3 comprises Island West as well as Buckwalter Place, Berkeley Place, Parkside, Baynard Park – basically the area all South of 278, east of the Okatie Head Waters, West of Buckwalter Drive and North of Bluffton Parkway.

The storm water runs through all these areas into and out Island West at Okatie East where the County built a storm water retaining wall with a sluice gate to control water outlet and fecal chlorine decay to the Okatie. This wall or dam

failed during hurricane Matthew in 2016 and then again during Irma in 2017. Both of these storms dumped enough rain to qualify for 100 year storms. Island west run off is 1005 contained within Island West and exits to the Okatie at Okatie East Storm Dam

Pepper Hall is Zone 2 comprising Pepper Hall, Berkeley Hall, Eagles Point, St Gregory, Firehouse and new church besides everything North of 278, east of the Okatie, South of the Okatie and West of Pickney Colony Road.

Just to put the storm water systems in perspective, Berkeley Hall has 552 homes on 1000 acres and hundreds of acres of lagoons with 2 golf courses. Eagles Point has 250 homes on about 180 acres with a golf course. Island West has about 200 acres with 260 homes and golf course. So we are looking at about 1000 homes spread over about 1500 acres with open spaces, golf courses and lagoons. Island West has 260 homes on 100 acres, 100 acres is golf course and lagoons. We have 22 acres of lagoons and over 25 acres of open space not counting the golf course.

With all the golf courses above we are looking at another 500,000 sq feet of club houses, parking lots, maintenance buildings, etc. Pepper Hall plans to put 680 residential units and 350,000 square feet of commercial space on an 83 acre site with 16 of these acres going into open spaces and water retention services. I think the packing density is too great. The number of houses and commercial square feet did not drop when Mr. Graves agreed to use his property for open spaces.

Finally by The County partnering with the developer the county loses all its neutrality and watchdog supervision, if it has to deal with the abutting neighbors contribution to the run off to this area.

I think this project needs a closer look by our engineering and environmental experts to give their input on costs and recommendations before we approve this project as it stands now.

Jim Cuff



COASTAL
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LEAGUE

December 10, 2018

Beaufort County Council
100 Ribaut Road
Beaufort, SC 29902

Re: Proposed Pepper Hall Plantation development agreement

Beaufort County Council:

Thank you for the opportunity to submit comments regarding the proposed Pepper Hall Plantation development agreement (DA). Pepper Hall has been a contentious land use issue for over a decade. We appreciate council listening to the Conservation League's concerns and the objections of hundreds of Beaufort County residents who found the original DA problematic in its use of Rural and Critical Lands property. We commend council for making significant and substantial changes between second and third reading of the DA that preserve the integrity of the Rural and Critical Lands Program; however, concerns regarding stormwater and the barn parcel remain.

STORMWATER

First, no changes have been made to address the stormwater split. Under the DA, the county is obligated to pay for 50% of the stormwater costs associated with the 83-acre development. Together, the Rural and Critical Lands property and the developable property total about 100 acres; that makes the Rural and Critical Lands property about 18% of the total land being considered in the DA. The protected portion is made up entirely of pervious surface and contributes no runoff.

Nevertheless, the DA makes clear that the county will be responsible for 50% of the runoff from the development, US 278, Berkley Hall, and other, off-property sources. That arrangement makes little sense. Berkley Hall is responsible for Berkley Hall's runoff; SCDOT is responsible for US 278's runoff. Those entities should be and are required to manage stormwater according to state and local regulations. If they are not doing so, the county should pursue enforcement actions, rather than simply accepting financial responsibility for their mismanagement. Even if the county is willing to accept some financial responsibility for stormwater runoff, 50% is excessive and skews heavily in favor of the developer.

In addition, the DA obligates the county to fund 50% of the "design, permitting, construction, operation and maintenance of the storm water management system[.]" (DA draft, p.



14). Maintenance of stormwater system is an ongoing expense and could include major activities like dredging to address siltation, testing, and monitoring. At this juncture, the county has not estimated the lifetime cost of that type of maintenance.

The stormwater split also sets a precedent for new developers to seek stormwater cost sharing from local governments, particularly when developable lots abut protected properties. The county should consider this provision of the agreement carefully and fully understand its implications for future development.

Finally, the DA allows stormwater infrastructure to be constructed on either county or developer-owned property. The DA states:

“Owner will provide...the non-exclusive use of appropriate lands within the Property for [storm water infrastructure], and the County will provide...the use of the appropriate lands within the Okatie River Park for [storm water infrastructure].”

This portion of the DA does not *mandate* that stormwater infrastructure be located on the county’s land, but leaves that possibility open. We urge the county to discourage the developer from locating stormwater infrastructure on the Rural and Critical Lands property.

BARN PARCEL LEASING

The newly amended DA allows the Graves family to lease the barn site from the county for \$1 each year until the county begins to develop the park. The Graves family is required to insure the barn. Although this is a vast improvement from the original DA, it is less than ideal. The Graves family could have obtained this outcome by placing a conservation easement on the property rather than selling it to the county outright. Instead, the Graves family essentially profited from the parcel twice, gaining the financial benefit of selling waterfront property and retaining the ability to live on the property for a *de minimis* cost.

CONCLUSION

When the county adopted the Community Development Code (CDC), it abolished planned unit development zoning (PUDs). PUDs allowed developers to change the rules of the game and made land use unpredictable for neighbors. They were also difficult for staff to manage. The Conservation League supported the decision to eliminate PUDs from the CDC. Unfortunately, the Pepper Hall negotiations have given rise to those same concerns.

Even having removed the Rural and Critical Lands provisions of the DA, the agreement is one-sided, heavily favoring the developer. It is difficult to see what the county gains from



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entering into this agreement. If passed, it stands to set a dangerous precedent for future developments and financially obligates the county to build and maintain both roads and stormwater systems for the developer. The existing zoning on the property is quite permissive and allows the developers great latitude. We urge you to carefully consider this development agreement and the precedent it sets.

Sincerely,

Rikki Parker

South Carolina Coastal Conservation League
South Coast Project Manager

I have known Robert Graves for over 40 years. I consider him a good honest man who worked hard to support his family. We are not here for Robert, we are here to stop further destruction to our rivers, marshes, oyster beds and clean waters and reason many of us moved here. Polluted, dying oysters that took millions of years to create have been destroyed in 20 years, from run off pollution and the first sign we are in big trouble.

My wife and I had a waterfront home on Broad Creek in Spanish Wells Plantation and was Roberts' neighbor. That was 20 years ago and even then, the oyster beds were polluted. We then bought another waterfront lot called Brams Point and sold that, as the pollution worsened, as did the jet skiis and boat traffic. We then moved to Windmill Harbour and are selling this home as the traffic to get in and out of Windmill Harbour has become not only dangerous, but unbearable. We now bought a lot in Rose Hill on deep water as the boat traffic on the Okatie and Colleton River and Port Royal Sound is much less than the other side Broad Creek / Calibogue Sound.

What we did not expect is, an approval at the headwaters of our fragile area with a high-density development that far exceeds any reality anyone would expect next to a sign that says – Port Royal Sound Area. What does this sign mean?

I have no problem and respect Robert Graves' rights to develop his property but not at the detriment of others, our clean waters, oysters and marshes. 650 toilets on 80 acres is like trying to put 10 lbs in a 5 lb bag.

My question is why not a Berkeley Hall, Rose Hill, Belfair or Colleton River type reasonable density and development. Robert still profits and is a good steward. If I owned this property, I would fully expect to adhere to high development standards in this area.

This 80 acre high density would be perfectly fine in any area where the waterways and more traffic is not impacted.

If our council wants to serve and be re-elected, do as the majority of those you elected you want you to do, not what you want to do. You work for tax payers, they don't work for you. You must, its your obligation to stand up on controversial issues like this, chamber tax money transparency, no more development until traffic studies say we can. You will be assured re-election as 95% of tax payers want this, only the 5% of the corrupted and incompetent don't.

Thanks, please do what is right.

What does this mean? Why have this sign approved for the road and area if we are not going to respect it?



You are literally elected to enhance the quality of life and trusted to do so, but recently you voted to do the exact opposite. Allowing him to use the open space of the park as part of his development, which was put there to help water quality.

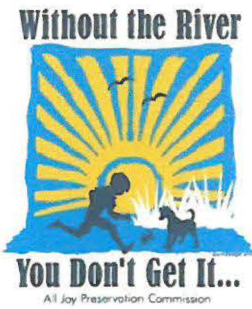
B/C The development has no waterfront your land will be what dumps water in to the river. which is why the physical aspect of stormwater is important.

Topic: 75 Confederate Avenue, Bluffton, South Carolina

Date Submitted: December 10, 2018

Submitted By: Constituents

Venue: Council Meeting



All Joy Preservation Commission

6 Estill Beach Circle

Bluffton, SC 29910

December 10, 2018

Beaufort County Council
102 Ribaut Road
Beaufort, SC 29902

RE: 75 Confederate Avenue

Dear Council:

On behalf of the All Joy Preservation Commission, I am writing to express our strong support for the efforts of Beaufort County with the Beaufort County Open Land Trust to purchase the 54.32 acres, more or less, located at 75 Confederate Avenue from the Bailey Family to establish a passive park for the citizens of Beaufort County.

In 2004 one of the goals of the Alljoy Road Community Preservation Plan was to increase parkland in the Alljoy Community. It was noted that there is a shortage of parkland in Southern Beaufort County, especially in the area east of the Town of Bluffton. The plan, proposed on amendment to the Beaufort County's Greenprint Map to include the 53 acre parcel, owned by Raymond Bailey that is surrounded by the Alljoy Road Preservation Area on the West, South and East. This is the same property that the Council is considering purchasing to establish the passive park.

The benefits of establishing a passive park include but are not limited to the following:

1. The purchase and establishment of a passive park would preserve Bluffton's natural beauty and lush tree landscape
2. The development of a passive park would be a low impact development that would slow storm water runoff and reduce area flooding.
3. A passive park would reduce road use and congestion that would not be the case if the property was developed as a residential development.
4. Local wildlife habitat would be protected.
5. The passive park would add to area amenities and create a green space for local enjoyment.
6. The natural habitat of the 54.32 acres, more or less, would be preserved.

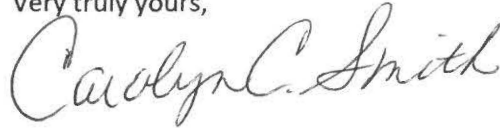
The All Joy Preservation Commission is confident that the passive park will be an exceptional asset to the Alljoy Community. The All Joy Preservation Committee is committed to assisting in the creation of the passive park and provide whatever assistance it can to the County. The time for the creation of this passive park is long overdue and we are asking that it be considered a top priority.

The All Joy Preservation Committee is interested in being involved in the planning and development of the passive park and would continue to support the park going forward. We would like to be involved with the Beaufort County Open Land Trust and be the "Friends of 75 Confederate Avenue."

In summary the All Joy Preservation Committee fully supports the County's efforts to purchase this property and develop a passive park. The All Joy Preservation Committee would like to be "Friends of 75 Confederate Avenue".

With warm regards, I remain

Very truly yours,

A handwritten signature in cursive script that reads "Carolyn C. Smith". The signature is written in black ink and is positioned above the typed name.

Carolyn C. Smith, President
All Joy Preservation Committee

From: [Schroyer, Connie](#)
To: [Rainey, Sue](#)
Subject: FW: 75 Confederate Ave. Bluffton, SC
Date: Tuesday, December 11, 2018 12:17:38 PM

From: Vaux, Tabor <tvaux@bcgov.net>
Sent: Monday, December 10, 2018 2:00 PM
To: #COUNCIL <COUNCIL@bcgov.net>
Subject: FW: 75 Confederate Ave. Bluffton, SC

From: Linda Palmer <Linda@lindapalmer.com>
Date: Monday, December 10, 2018 at 11:57 AM
To: "tvaux@bcgov.net" <tvaux@bcgov.net>
Subject: 75 Confederate Ave. Bluffton, SC

Mr. Tabor Vaux, County Council Representative

Dear Mr. Vaux,

I am writing this letter as a resident of the All Joy area in support of Beaufort Co. and the Rural and Critical Lands Program interest in purchasing a critical tract of land located at 75 Confederate Ave., consisting of 54.32 acres of natural habitat in my neighborhood.

The benefits would include the following:

1. Help preserve Bluffton's natural beauty & lush treed landscape.
2. Low impact development slows stormwater runoff & reduce area flooding.
3. Limits road use & congestion from potential otherwise residential development.
4. Protects local wildlife habitat.
5. Adds to area amenities and public parks. A green space for local enjoyment.

And more...

This property is located in the environmentally sensitive watershed of the May River and any development in this area will have a huge negative impact on our pristine River.

We are so fortunate to live in an area where the Country supports the efforts of the Rural and Critical Lands Program which is also supported by County residents who continually appropriate funds for this purpose. Both of these two entities do a stupendous job of protecting our neighborhoods throughout the County. Cheers for Beaufort Co. and the Rural and Critical Lands Program.

I ask for your support tonight at County Council Meeting, please give this a favorable vote.

Wishing you a wonderful Holiday Season!

Linda Palmer
3 Crystal Beach Cir.

Bluffton, SC 29910

From: [Schroyer, Connie](#)
To: [Rainey, Sue](#)
Subject: FW: 75 Confederate Avenue
Date: Tuesday, December 11, 2018 12:18:36 PM

From: Vaux, Tabor <tvaux@bcgov.net>
Sent: Monday, December 10, 2018 1:59 PM
To: #COUNCIL <COUNCIL@bcgov.net>
Subject: FW: 75 Confederate Avenue

From: Dale Thorpe <rthorpe16@comcast.net>
Date: Monday, December 10, 2018 at 9:37 AM
To: "tvaux@bcgov.net" <tvaux@bcgov.net>
Subject: 75 Confederate Avenue

Mr. Vaux,

I am so pleased that Beaufort Council is considering 75 Confederate Avenue for the Rural and Critical Lands Program. I hope you will vote for including the 50 acre tract to retain the country atmosphere in the All Joy area.

The Rural and Critical Lands Program is a wonderful program, I am very pleased that Beaufort County is aware of the benefit of land and natural resource conservation.

Thank you

Dale Thorpe, (Amy G. Thorpe)
15 Crystal Beach Circle

From: [Schroyer, Connie](#)
To: [Rainey, Sue](#)
Subject: FW: 75 Confederate Avenue Property Purchase.
Date: Tuesday, December 11, 2018 12:16:30 PM

Another add-on...

Connie L. Schroyer

Clerk to Council
Beaufort County Council
843.255.2183

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902

From: Vaux, Tabor <tvaux@bcgov.net>
Sent: Monday, December 10, 2018 3:51 PM
To: #COUNCIL <COUNCIL@bcgov.net>
Subject: FW: 75 Confederate Avenue Property Purchase.

Tabor Vaux
843-757-2888

From: Slade Thorpe <sladethorpe@gmail.com>
Date: Monday, December 10, 2018 at 3:48 PM
To: "tvaux@bcgov.net" <tvaux@bcgov.net>, "psommerville@bcgov.net" <psommerville@bcgov.net>, Dale Thorpe <rthorpe16@comcast.net>
Subject: 75 Confederate Avenue Property Purchase.

Dear Tabor and Paul,

I just heard about the proposal that the council will vote on tonight for the county to purchase 54 acres at 75 Confederate Avenue.

As a property owner at 15 Crystal Beach Circle, I am writing to you today to strongly encourage you to **vote in favor of this proposal**.

Having grown up in Bluffton and on All Joy Road, and spending a part of every year of my life in Bluffton for the past 35 years, I am strongly attached to the unique natural beauty and the lush, treed landscape. This is one of the last places remaining that is not earmarked for development. I think that preserving this area would be a wonderful way to ensure that the charm of old Bluffton remains and that we leave something of the way Bluffton used to be for future generations. It would provide a wonderful green space for local enjoyment and limit further traffic congestion that is already plaguing the town.

Please **vote in favor** of purchasing and preserving this parcel of land -- it's an opportunity

that the council will not get again.

Very Respectfully,

Foster Slade Thorpe
MAJ, US Army

15 Crystal Beach Circle
Bluffton, SC 29910
520-243-0646

From: [Schroyer, Connie](#)
To: [Rainey, Sue](#)
Subject: FW: County's Proposed Purchase of 75 Confederate Ave, Bluffton
Date: Tuesday, December 11, 2018 12:18:02 PM

From: Vaux, Tabor <tvaux@bcgov.net>
Sent: Monday, December 10, 2018 2:00 PM
To: #COUNCIL <COUNCIL@bcgov.net>
Subject: FW: County's Proposed Purchase of 75 Confederate Ave, Bluffton

From: Virginia Harper Breen <vhbreen@gmail.com>
Date: Monday, December 10, 2018 at 11:54 AM
To: "tvaux@bcgov.net" <tvaux@bcgov.net>, "psommerville@bcgov.net" <psommerville@bcgov.net>
Subject: County's Proposed Purchase of 75 Confederate Ave, Bluffton

Dear Tabor and Paul,

I recently heard about the proposal that the council will vote on tonight for the county to purchase 54 acres at 75 Confederate Avenue.

As a property owner on Oyster Street, I am writing to you today to strongly encourage you to vote *in favor* of this proposal.

Having spent at least part of every year in Bluffton for my 33 years of life, I am strongly attached to the natural beauty and the lush, treed landscape. This is rapidly disappearing with the massive amounts of development that the town has seen. I think that preserving this area would be a wonderful way to ensure that the charm of old Bluffton remains. It would provide green space for local enjoyment and limit further traffic congestion that is already plaguing the town.

Please vote in favor of purchasing and preserving this parcel of land -- it's an opportunity that the council will not get again.

Respectfully,
Virginia Harper Breen