



**County Council of
Beaufort County**
County Council Meeting

Chairman

Stewart H. Rodman

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Joseph F. Passiment, JR.

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

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County Council Agenda

Monday, March 09, 2020 at 6:00 PM

Large Meeting Room, Hilton Head Island Branch Library

11 Beach City Road, Hilton Head Island

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION – Chairman Rodman
3. *[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

CITIZEN COMMENT

6. CITIZEN COMMENT [FOR AGENDA ITEMS ONLY] - *(Every member of the public who is recognized to speak shall limit comments to three minutes - total time for Citizen Comment is 15 minutes)*

LIAISON AND COMMITTEE REPORTS

7. LIAISON AND COMMITTEE REPORTS

CONSENT AGENDA

8. Consent Agenda (Please look to page 3)

ACTION ITEMS

9. Public Hearing and Third Reading of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island
10. Public Hearing and Third Reading of an Ordinance Regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.
11. Public Hearing and Third Reading of an Ordinance regarding Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)
12. First Reading of an Ordinance declaring loud and unnecessary vehicular noise a Public Nuisance and providing that violations are a Misdemeanor

**TIME SENSITIVE ITEMS ORIGINATING FROM THE EXECUTIVE
COMMITTEE HELD ON MARCH 9TH AT 5:00PM**

- [13.](#) Approval of Securitas Security Services at Hilton Head Island Airport
 - [14.](#) Gate Reassignment Project - United Airlines
 - [15.](#) Approval of a Resolution authorizing the County Administrator to negotiate and execute the documents necessary for the purchase of properties for the expansion project at the Hilton Head Island Airport
 - [16.](#) Beaufort Memorial Hospital Board of Trustees Appointments and Reappointments
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CITIZEN COMMENT

- 17. CITIZEN COMMENT - *(Every member of the public who is recognized to speak shall limit comments to three minutes)*
- 18. CHAIRMAN'S MINUTE
- 19. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

1. Approval of two (2) Olsen Tract Lease Agreements for Grazing Fields and Dwelling Unit

Items Originating from the Communications and Transparency Committee

2. Approval of the Recommendations Report from the Communications and Transparency Committee

Items Originating from the Community Services Committee

3. Approval of a Resolution supporting certifications and assurances to the SCDOT on behalf of the DSN Department
4. First Reading of an Ordinance amending the Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes

Items Originating from the Finance Committee

5. Reappointment of Wayne Corley, Bruce Doneff, Kenneth Joy, & Stephen Kock to Board of Assessment Appeals
6. First Reading of an Ordinance to appropriate grand awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019 in the amount of \$4,000,000

Items Originating from the Natural Resources Committee

7. First Reading of an Ordinance regarding a Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses
8. Adoption of the 2019 Annual Report for Rural and Critical Land Preservation Program

Items Originating from the Public Facilities Committee

9. Louanne Howard, District 1 to the KBCBB as a substitute for District 4
10. Reappointment of Lawrence Bryan, District 5 to the Solid Waste and Recycling Board
11. First Reading of an Ordinance conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project

END OF CONSENT AGENDA



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

APPROVAL OF MINUTES

Council Committee:

Meeting Date:

MARCH 9, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

APPROVAL OF COUCIL MINUTES

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

December 9, 2019

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

Attendance

Present: Chairman Stu Rodman, and Council Members Paul Sommerville, Chris Hervochon, Alice Howard, York Glover, Joseph Passiment, Lawrence McElynn, Brian Flewelling, Michael Covert, Gerald Dawson and Mark Lawson

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Gerald Dawson

FOIA COMPLIANCE

Sarah Brock, Clerk to Council, confirmed that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion to Amend: It was moved by Councilman Passiment, seconded by Councilman Flewelling to amend the agenda to include “Consent Agenda” as an item immediately after item number 6 on the agenda, as the inclusion of an item regarding public comment. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

COUNCIL RECESSED FOR TREE LIGHTING CEREMONY

MINUTES

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the October 28, 2019 Council Minutes. The vote: YEAS: Councilman Hervochon, Councilman

Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

PROCLAMATION

Councilman McElynn presented a Proclamation to Beaufort Jasper Hampton Comprehensive Health Services declaring December 1, 2019 as World Aids Day.

CONSENT AGENDA

- 1. Third and Final Reading of an Ordinance authorizing the execution and delivery of an incentive agreement between Beaufort County, South Carolina and CS Properties, Bluffton, LLC (or its assignee), providing for certain incentives associated with the development of Myrtle Business Park, and authorizing the conveyance of property from the County to CS Properties, Bluffton, LLC (or its assignee) upon satisfaction of certain conditions set forth in the incentive agreement; and addressing other matters related thereto.**
- 2. Approval of the FY21 Budget Calendar**
- 3. First reading of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a Right of Way owned by Beaufort County known as Cassidy drive off Buckwalter Parkway in Bluffton Township South Carolina**
- 4. Approval of Contract Award to Infrastructure Consulting & Engineering in an amount not to exceed \$750,000 for the Pathways Project**
- 5. Recommendation to Award Hoffman Brothers the contract for the replacement of a water heater for the Beaufort County Detention Center in the amount of \$287,357**
- 6. Approval of Janitorial Services Contract in the amount of \$409,073.04**
- 7. Approval of a request to Purchase one new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Public works Department in the amount of \$121,361.21**
- 8. Approval of a Resolution to commission Daniel Hernandez as an Animal Service Officer**
- 9. Approval of the Re-appointments of Christopher Campbell, Pamela Floyd, Joan Gualdoni, Eileen Hutton, and Carol Murphy to the Keep Beaufort County Beautiful Board and the Appointment of Scott Clark to the Beaufort County Transportation Board**

Chairman Rodman asked Council if there were any items they would like to lift off the Consent Agenda. Councilman Lawson requested item number 1 be removed for further discussion.

Consent Agenda Main Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve the Consent Agenda minus item number 1. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

Discussion: Third and Final Reading of an Ordinance authorizing the execution and delivery of an incentive agreement between Beaufort County, South Carolina and CS Properties, Bluffton, LLC (or its assignee), providing for certain incentives associated with the development of Myrtle Business Park, and authorizing the conveyance of property from the County to CS Properties, Bluffton, LLC (or its assignee) upon satisfaction of certain conditions set forth in the incentive agreement; and addressing other matters related thereto.

Councilman Lawson stated he has not been in favor of the way this particular project has been set up as well as the spending of taxpayer dollars and he wanted to make sure he was on the record of voting against this project.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve Third and Final Reading of an Ordinance authorizing the execution and delivery of an incentive agreement between Beaufort County, South Carolina and CS Properties, Bluffton, LLC (or its assignee), providing for certain incentives associated with the development of Myrtle Business Park, and authorizing the conveyance of property from the County to CS Properties, Bluffton, LLC (or its assignee) upon satisfaction of certain conditions set forth in the incentive agreement; and addressing other matters related thereto.

Further Discussion: John O'Toole, Economic Development Corporation, stated section 4 of the incentive agreement states there would be a letter of credit for \$200,000 that requires them to come out of ground with 60,000 square feet.

The Vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. NAYS: Councilman Lawson and Councilman Hervochon. The motion passed 9-2.

ADMINISTRATOR'S REPORT

Administrator Ashley Jacobs announced that the Parks and Recreation Department received a Class 4 Athletic Department, Department of the Year Award, so congratulations to them. She also informed Council there will be a joint Beaufort County and Town of Bluffton Meeting in February to follow up on recommendations from the May River Watershed Action Plan as well as an invitation to participate in a Groundbreaking Ceremony for the Arthur Horne Building. Lastly, Administrator Jacobs introduced Kurt Taylor as the new Deputy County Attorney.

LIAISON REPORTS

Councilwoman Howard stated that the Town of Port Royal held a meeting that she attended and the purpose was to discuss the Metro Planning Commission and the history of how it came about. She also stated the Beaufort/Port Royal Fire Department conducted their own internal study on impact fees on commercial and residential new construction.

Councilman Passiment stated Council needs to appoint 2 individuals to the Housing Trust Fund Board.

Councilman Glover attended the BJSWA Board Meeting is concerned about them not knowing the Counties plans and vice versa so he suggest BJWSA present their plans to Council in the near future. He also attended the Disabilities and Special Needs Board Meeting and stated that 64% of the DSN consumers are actually working and the department is about to complete their 4th DSN Home, so be on the lookout for an invitation to the grand opening.

Councilman McElynn stated the town of HHI continues with its weekly meetings on the 278 Corridor Committee to continue to discuss the developments with regards to the plans from the SCDOT.

ACTION ITEMS

10. Public Hearing and Second Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve

Skip Hoagland interrupted county business to question the removal of public comment at the beginning of the meeting and requested council go into executive session and discuss how council will get back to respecting public comment.

Chairman Rodman stated Mr. Hoagland was out of order.

Discussion: Chairman Flewelling spoke regarding Item 10, Ft. Frederick Heritage Preserve. Chairman Rodman then opened the floor for Public Hearing. No one came forward. Chairman Rodman Closed Public Hearing.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to approve Public Hearing and Second Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

11. Public Hearing and Second Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract

Discussion: Deputy County Administrator, Chris Inglese, spoke regarding item 11 and stated this item is just cleaning up easements that were part of the original negotiation but were never brought back to Council.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve Public Hearing and Second Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract. The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, Councilman Lawson, and Councilman Hervochon. The motion passed 11-0.

12. Public Hearing and Second Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease.

Discussion: Deputy County Administrator, Chris Inglese, spoke regarding item 12 and stated this item ratifies a 3-year lease that was not brought back to Council during that time and also declares an addendum that was signed in 2018.

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve Public Hearing and Second Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Dawson, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 11:0.

13. Public Hearing and Third Reading of an Ordinance appropriating funds not to exceed \$ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses.

Chairman Rodman opened the floor for public hearing.

Mary LeGree stated she is really looking forward to Council approving this amount of funds for Penn Center but stated she hopes whatever buildings are going to be included in phase one she hopes the Gant Cottage will be one of them she also hopes that Penn Center will become more transparent in letting the public know how they are doing and what they are doing.

Marion Barnes stated Penn Center is close to the end of their feasibility study and the person conducting it will present to the Board of Directors and give them some feedback on what the community had to say and what the stakeholders had to say.

Chairman closed Public Hearing.

Motion: It was moved by Councilman Glover, seconded by Councilman Flewelling to approve Public Hearing and Third Reading of an Ordinance appropriating funds not to exceed \$ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses

Councilman Covert asked a question regarding what process Penn Center would be required to follow once the funds are approved and distributed.

Skip Hoagland interrupted Council business a second time and spoke regarding an Island Packet article and stated the Chairman needs to be removed in handcuffs and stated Miss Jacobs is in violation of his FOIA ATax.

County Attorney, Thomas Keaveny, II, stated Penn Center is going to be required to follow the Counties Procurement Process with lots of oversight from the County.

The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilman Passiment, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Sommerville, Councilman Dawson, Councilman Lawson, Councilman Rodman, and Councilwoman Howard. The motion passed 11:0

14. Public Hearing and Third Reading of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road Extension South Carolina

Chairman Rodman opened the floor for public hearing. No one came forward. Chairman Rodman Closed Public Hearing.

Motion: It was moved by Councilman Covert, seconded by Councilman Flewelling to approve Public Hearing and Third Reading of an Ordinance authorizing the execution and delivery of a deed conveying a portion of property owned by Beaufort County at 35 Fording Island Road Extension South Carolina. The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

15. Approval of New Employee Sick Leave Policy

Discussion: Administrator Jacobs stated this sick leave policy will be for all employees not just new employees and this policy will automatically give every employee 3 days off. For new employees, upon being hired employees will start with 3 days and then will start earning time off.

Motion to Amend: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the New Employee Sick Leave Policy with the amendment of adding 3 days of sick leave as the basis.

Second Motion to Amend: It was moved by Councilman Rodman, seconded by Councilman Flewelling to approve amending the New Employee Sick Leave Policy to include 6 days of sick leave as the basis.

First Motion to amend withdrawn.

The vote on Second Motion to Amend: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Lawson. NAYS: Councilman Passiment, Councilman Sommerville, and Councilman Dawson. The motion passed 8-3.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the New Employee Sick Leave Policy with 6 days of sick leave as the basis. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

16. Adoption of 2020 Council and Committee Schedule

Motion to Amend: It was moved by Councilman Passiment, seconded by Councilman Howard to amend the item to include County Council to begin at 6:00PM, Retreat 9:00AM, and Workshops 9:00AM. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

Main Motion: It was moved by Councilman Passiment, seconded by Councilman Dawson to approve the 2020 Council and Committee Schedule as amended. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 11-0.

17. Consideration of Chairman's Letter to the Board of Education

Discussion: Chairman Rodman stated this is a letter to the School Board regarding a potential dispute between the Board of Education and the Technical College of the Lowcountry. The letter basically states that whatever conflict the School Board may have over unrelated items, they are

still a financial partner with the County and it would be inappropriate to withdraw from the agreement the County has with them.

Motion: It was moved by Councilwoman Howard, seconded by Councilman McElynn to approve sending the Chairman's Letter to the Board of Education.

Further Discussion: Councilman Dawson stated he believes the Chairman should have talked to both the Superintendent and the Chancellor to verify and make sure the validity of the claims addressed in the letter are true.

The Vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Sommerville, Councilman Rodman, Councilman Flewelling, and Councilman Lawson. NAYS: Councilman Hervochon, Councilman Passiment, Councilman McElynn, Councilman Covert, and Councilman Dawson. The motion passed 6-5.

ADDED AGENDA ITEM

18. Ordinance Addressing Public Comment

Motion: It was moved by Councilman McElynn, seconded by Councilman Flewelling to instruct staff to create an ordinance addressing public comment, moved it.

Discussion: Councilman Covert requested this item be tabled until after his next Communications and Transparency Committee Meeting. Councilman Glover and Sommerville agreed with Councilman Covert's suggestion.

Motion to instruct staff to create an Ordinance addressing Public Comment was withdrawn.

CITIZEN COMMENTS:

Jan Horan, Downtown Tennis, spoke regarding the concerns and dangers surrounding the conditions of the Downtown Tennis Courts and requested Council take action to fix them.

Mary Ann Sink, Downtown Tennis, spoke regarding the many benefits playing Tennis has on people of all ages, helping them maintain good physical health and avoid idle time and encouraged Council to address and upgrade the Downtown Courts to ensure the current benefits enjoyed by many and reduce the possible liabilities from injuries.

Kris Peterson, Downtown Tennis, stated she is a volunteer with the free Children's Tennis Clinique held at the Downtown Tennis Courts and stressed the importance of keeping our children active as they are less likely to engage in dangerous ones.

Jerry Wayne, Downtown Tennis, stated he is a volunteer with the USDA and offered a grant to the County for repairs to the court. Currently there are 1,379 players and they are the fastest growing Tennis Organization in the State. The Courts need to be improved.

Skip Hoagland spoke regarding Public Comment and placing it back where it was as well as his ATax FOIA request.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Hervochoon to extend past the 8 o'clock hour. The vote: YEAS: Councilman Hervochoon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Lawson. NAYS: Councilman Glover, and Councilman Dawson. The motion passed 9-2.

EXECUTIVE SESSION

Motion: It was moved by Councilman Sommerville, seconded by Councilman Flewelling to go into Executive Session. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

The meeting adjourned at 8:43 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

January 27, 2020

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

Attendance

Present: Chairman Stu Rodman, and Council Members Paul Sommerville, Chris Hervocho, Alice Howard, York Glover, Joseph Passiment, Lawrence McElynn, Brian Flewelling, Michael Covert, Gerald Dawson and Mark Lawson

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Joe Passiment

FOIA COMPLIANCE

Sarah Brock, Clerk to Council, confirmed that public notification of the meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Discussion: Councilman Flewelling asked for clarification regarding Executive Session Item 13 and requested more specificity. Councilman Sommerville stated it was along the Northern Border and that is as specific as he could be.

Councilman Covert requested more identification for Item 16 and Chairman Rodman stated Administrator Jacobs gave him more language to add and the new item would be “receipt of legal advice regarding a potential claim pertaining to Beaufort County Transportation Infrastructure.

Councilman Flewelling then requested more specificity for Item 15 and the County Attorney stated it was regarding an active Zoning Appeal that could not be disclosed.

The Chairman stated he wanted to add time at the end of the meeting for committee chairs to give an update.

Councilman Flewelling also stated he is worried about item 14 on the consent agenda adding that the materials do not properly convey the desire of the committee and the handout that was passed out prior to the meeting does convey the committee's wishes. Therefore, he wanted to make sure the public knew the vote would be for the handout not what was posted online.

Councilman Covert stated he wanted to add an item to executive session regarding the receipt of legal advice on an issue involving safety and security.

Motion to Amend: It was moved by Councilman Flewelling, seconded by Councilman Covert to amend the agenda to include the items stated above. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

MINUTES

Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve the November 18, 2019 Council Minutes. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

CITIZEN COMMENTS:

Skip Hoagland spoke regarding restrictions pertaining to public comment.

Alicia Holland, Assistant County Administrator for Finance, introduces Hayes Williams as the Counties new Finance Director.

PRESENTATIONS

Reconstruction Presentation - Councilman Dawson suggested this project be referred to Finance committee to further assess and assist with funds.

January Needs Assessment Public Hearings – Council referred this to the Community Services Committee to review recommendations presented.

CONSENT AGENDA

- 1. Appointment of John Harris and Terry Borgert to the Seabrook Point Road Commission**
- 2. Reappointment of Mark Bailey and Trey Ambrose to the Airports Board**
- 3. Third and Final Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property**

owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease

4. **Third and Final Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract**
5. **Work Authorization Terminal Ramp Expansion Project - Design through Construction Admin**
6. **Work Authorization Terminal Project - Design through Construction Admin**
7. **Appointment of Mr. Frank Ducey to the Beaufort County Planning Commission - at-large**
8. **Appointment of Jason Hincer to the Metropolitan Planning Commission**
9. **Reappointment of Caroline Fermin, Diane Chemlik, and Jason Hincer to the Planning Commission**
10. **Reappointment of Donald Starkey and Sallie Brach to the Design Review Board**
11. **First Reading of an Ordinance regarding Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)**
12. **First Reading of an Ordinance Regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer**
13. **Third and Final Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve**
14. **First Reading of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island**
15. **Authorization for the County Administrator to negotiate a contract for Security Upgrade for the Beaufort County Detention Center in the amount of \$1,502,088.50**
16. **Request to Purchase two (2) International HX620 6x4 Dump Trucks from Carolina International Trucks, Inc. for \$329,557.36**

Chairman Rodman asked Council if there were any items they would like to lift off the Consent Agenda. No items were lifted.

Main Motion: It was moved by Councilman Passiment, seconded by Councilman Flewelling to approve the Consent Agenda. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

ACTION ITEMS

10. Public Hearing Second Reading of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a Right of Way owned by Beaufort County known as Cassidy drive off Buckwalter Parkway in Bluffton Township South Carolina

Chairman Rodman opened the floor for public hearing.

William Smith stated he sent a letter to the Chairman requesting a meeting between the School Board and County Council and he was told council declined. Chairman Rodman stated he was unaware of this request and does not see why the two bodies could not meet.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve Public Hearing Second Reading of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a Right of Way owned by Beaufort County known as Cassidy drive off Buckwalter Parkway in Bluffton Township South Carolina. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

11. Hawkers and Peddlers Permit Report

Discussion: Deputy County Administrator, Chris Inglese, spoke regarding item 11 and stated statute requires Council to approve the fee schedule for Hawkers and Peddlers.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Dawson to approve the Hawkers and Peddlers Permit Report. The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, Councilman Lawson, and Councilman Hervochoon. The motion passed 11-0.

12. Contract Award to Preferred Materials, Inc. for Year 3 of the Beaufort County Road Resurfacing Project in the amount of \$3,348,972

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard to approve the Contract Award to Preferred Materials, Inc. for Year 3 of the Beaufort County Road Resurfacing Project in the amount of \$3,348,972. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Dawson, Councilman Sommerville,

Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. The motion passed 11:0.

CITIZEN COMMENTS:

Ann ?, spoke regarding the Rules of Decorum Ordinance that was pulled from the agenda and wants to work with the committee to make sure the rules are constitutional palatable.

Skip Hoagland spoke regarding Public Comment and placing it back where it was as well as his A-Tax FOIA request and use of A-Tax funds.

Shemuel Yisrael, Yemassee resident, spoke regarding police brutality and issues with the detention center.

EXECUTIVE SESSION

Motion: It was moved by Councilman Passiment, seconded by Councilwoman Howard to go into Executive Session. The vote: YEAS: Councilman Hervochoon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 10-0.

The meeting adjourned at 7:45 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE TOWN OF HILTON HEAD ISLAND

Council Committee:

Public Facilities Committee

Meeting Date:

January 21, 2020

Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

Issues for Consideration:

The Town of Hilton Head Island would like the County to convey the real property known as Automobile Place, a right of way located perpendicular to Hwy 278, to the Town. The Town is requesting this conveyance in hopes of redesigning the current intersection and ultimately improving traffic conditions on Hwy 278.

Points to Consider:

The County does not have this ROW included in County Inventory, so the conveyance would help perfect the Town's interest in the ROW and remove any future responsibility associated with the County. The town is requesting a quit claim deed be executed.

Funding & Liability Factors:

N/A

Council Options:

Approve or Not Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.

Recommendation:

Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.

ORDINANCE 2020/____

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE
TOWN OF HILTON HEAD ISLAND**

WHEREAS, Beaufort County (“County”) is the sole owner of the real property (“Property”) known as Automobile Place, with TMS No. R510 008 000 0480 0000, a right of way located perpendicular to U.S. Highway 278, in the Town of Hilton Head Island (“Town”); and

WHEREAS, the County obtained ownership of the Property from the Town by way of quit claim deed dated August 21, 1998, and recorded in the Beaufort County Register of Deeds in deed book 1097 at page 1096; and

WHEREAS, the Town desires to own the Property for purposes of improving traffic conditions on U.S. Highway 278; and

WHEREAS, the Town has requested that Beaufort County convey all interest in the Property to the Town via quit claim deed; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to convey the Property to the Town and authorize the execution and delivery of the requested quit claim deed attached hereto and incorporated by reference as “Exhibit A”, and more particularly shown on the survey attached hereto and incorporated by reference as “Exhibit B”; 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 as follows:

1. the County Administrator is hereby authorized to execute the quit claim deed referenced herein and as shown in Exhibit A; and
2. the County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the real property known as Automobile Place, with TMS No. R510 008 000 0480 0000 and as shown in the attached Exhibit B, to the Town of Hilton Head Island.

DONE this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

STATE OF SOUTH CAROLINA)

)

QUIT CLAIM TITLE TO REAL ESTATE

COUNTY OF BEAUFORT)

Know all men by these presents that Beaufort County, South Carolina, Post Office Drawer 1228, Beaufort, SC, 29901, in the State aforesaid, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, actual consideration, to it in hand paid at and before the execution and delivery of these presents by The Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, the receipt and sufficiency of which is acknowledged, and subject to the rights described herein, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release to The Town of Hilton Head Island, South Carolina, its successors and assigns, forever the real property described below. This conveyance is subject to the right of Beaufort County to repurchase at the price paid herein, should the Town of Hilton Head, or its successors or assigns, seek to sell or convey all, or any part of, or interest in the subject property to any other party within 20 years of the date of this conveyance, without regard to any improvements made or any bond or mortgage to which the property is made the principal:

All that certain piece, parcel or lot of land, shown and described as "Parcel 48," on a Plat entitled "Boundary Survey of Parcel 48, Automobile Place/US278 Intersection, Hilton Head Island, Beaufort County, South Carolina," dated November 29, 2019, prepared by Mark R. Renew, SCPLS 25437, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ___ at Page ___.

This being the same property conveyed to Beaufort County, South Carolina, by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1097 at Page 1096.

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 Town of Hilton Head Island, South Carolina, and its Successors and Assigns forever, subject to the right of Beaufort County to repurchase at the price paid herein, should the Town of Hilton Head, or its successors or assigns, seek to sell or convey all, or any part of, or interest in the subject property to any other party within 20 years of the date of this conveyance, without regard to any improvements made or any bond or mortgage to which the property is made the principal.

Witness the hand and seal of Ashley M. Jacobs, the duly authorized County Administrator of Beaufort County, South Carolina, on this ___ day of February, 2020.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: Ashley M. Jacobs
Its: County Administrator

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

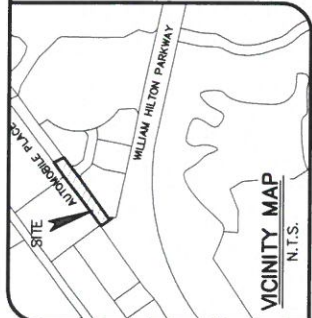
Personally appeared before me Ashley M. Jacobs the duly authorized County Administrator of Beaufort County, South Carolina, and acknowledged the due execution of the foregoing instrument.

Notary Public for South Carolina

My Commission Expires: _____

Exhibit "B"

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED BY A FLOOD OF UNKNOWN ORIGIN OR BY A FLOOD OF POSSIBLE HURRICANE LOCAL REGULATIONS REQUIRE DEVELOPERS WITH HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE TO THESE DESIGNATED AREAS IS MADE FOR THE PURPOSES OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PRECONDITION TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.



LINE	LENGTH	BEARING
L1	66.01	S. 36°51'39" E
L2	16.95	N. 53°10'26" E

RS10 008 000 0223 0000
E. M. & M. LLC PALMETTO OFFICE SUITES HPR
40 WILERS CREEK WAY
HILTON HEAD ISLAND SC 29928

RS10 008 000 0216 0000
J. WHEELER ENTERPRISES LLC & JOIN
35 MAIN ST #120
HILTON HEAD ISL SC 29926

RS10 008 000 168A 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

SYMBOLS.
IPF ○ - 1/2" IRON PIN FOUND
OMF □ - 3" CONCRETE MONUMENT FOUND

PARCEL 48

U.S. HWY. 278 150' R/W

U.S. HWY. 278 136' R/W

RS10 008 000 0422 0000
SHE PANCHY SR SC OWNER LLC
NEW YORK NY 10154

RS10 008 000 0312 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

RS10 008 000 0310 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

RS10 008 000 0311 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

**BOUNDARY SURVEY OF:
PARCEL 48,
AUTOMOBILE PLACE/US 278 INTERSECTION,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA**

**PREPARED FOR:
TOWN OF HILTON HEAD ISLAND**

DATE: 11/28/19

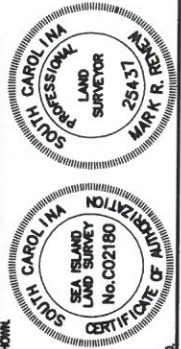
SCALE: 1" = 60'



NOT VALID UNLESS ENDORSED.

THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SURVEY. THE PROPERTY IS SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE RECORDER FOR BEAUFORT COUNTY. BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



NOTES:

- 1) THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SURVEY. THE PROPERTY IS SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE RECORDER FOR BEAUFORT COUNTY.
- 2) BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY.

PROPERTY AREA = 0.75 Ac. 32,666 Sq. Ft.
ADDRESS: TO BE ASSIGNED
DISTRICT: 510 ,MAP: 8, PARCEL: 48
THIS PROPERTY LIES IN F.E.M.A. ZONE C - N/A
COMMUNITY NO. 450250, PANEL: 00080, DATED: 8/29/88

SIS Sea Island Land Survey, LLC.
10 Oak Park Drive, Unit C1,
Hilton Head Island, SC 29928
Tel: (843) 861-3248
Fax: (843) 868-3871
E-mail: sis@spynav.com
FILE NO.: 18217
DRAWING NO.: 4-2082
DATE: 11/28/19



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.

Council Committee:

County Council

Meeting Date:

January 27, 2020

Committee Presenter (Name and Title):

Robert Merchant, AICP, Deputy Director, Community Development Department

Issues for Consideration:

The amendment would do the following in the Lady's Island Community Preservation (LICP) and the Lady's Island Expanded Home Business District (LIEHB) Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

Points to Consider:

This amendment was initiated by the Beaufort County Community Development Department to implement one of the recommendations of the Lady's Island Plan.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Approve zoning text changes as submitted. Approved at 10/21/19 NRC.



MEMORANDUM

To: Natural Resources Committee – Beaufort County Council
From: Robert Merchant, AICP, Deputy Community Development Director
Subject: Text amendment to the Lady’s Island Community Preservation District (LICP) and the Lady’s Island Expanded Home Business District (LIEHB) to limit residential density to developments not located on public sewer (Appendix A, Division A.2 and A.3).
Date: October 21, 2019

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2019-01
Applicant: Community Development Department
Proposed Text Change: Amend Appendix A of the Community Development Code to limit residential density when public sewer is not available in the Lady’s Island Community Preservation District (LICP) and the Lady’s Island Expanded Home Business District (LIEHB).

B. SUMMARY OF REQUEST. Both the Community Preservation District and the Expanded Home Business District on Lady’s Island allow residential development of up to three dwelling units per acre to occur with no requirement to tap into public sewer. This amendment would limit residential density in these districts to one dwelling unit per two acres for development served by on-lot septic systems. The purpose of the proposed amendment is to manage growth on Lady’s Island by encouraging more orderly development patterns. This amendment also promotes environmental health by limiting the proliferation of on-lot septic systems on small lots.

The amendment would do the following in the LICP and LIEHB Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

The minimum lot size for minor subdivisions provides flexibility for owners of small properties without public sewer access. These owners would otherwise not be permitted to subdivide their properties if an outright density restriction of 1 dwelling unit per 2 acres were applied.

C. LADY’S ISLAND PLAN. This proposed amendment is specifically recommended in the Lady’s Island Plan as one component of an overall growth management strategy for the island. The plan raised concern that the amount of growth that could happen under current policies and regulations could exceed the capacity of infrastructure and natural systems on the island. The plan offers the following framework for growth management on Lady’s Island:

1. Match provision of sewer or septic to development density.
2. Consider policies and regulations to limit fill dirt.
3. Consider establishment of a Sea Level Rise Overlay Zone.
4. Modify the growth boundary.
5. Monitor growth trends to ensure infrastructure concurrency.
6. Purchase land and conservation easements.
7. Consider other growth management tools.

The Community Development Department is currently working with other local governments and stakeholders to address other items in the list above.

D. ANALYSIS: Sec. 7.7.30(C). Code Text Amendment Review Standards. The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan:

The proposed amendment is consistent with the goal of the Comprehensive Plan to maintain a distinct regional form of compact urban and suburban development surrounded by rural development for the purpose of reinforcing the valuable sense of unique and high quality places within the region (Land Use Element pg. 4-1). Also, Beaufort County should not target the expansion and location of new regional sewage collection and transmission facilities in rural areas except where a documented public health or environmental safety issue has been identified (Community Facilities Element pg. 11-51). Finally, this amendment implements a key growth management recommendation in the Lady's Island Plan.

2. Is not in conflict with any provision of this Development Code or the Code of Ordinances:

The proposed change does not conflict with any other provisions of the Community Development Code or Code of Ordinances.

3. Is required by changed conditions: Not Applicable

4. Addresses a demonstrated community need: The Lady's Island Plan expresses the need for a clearly defined and coordinated pattern of growth that respects the capacity of the island's infrastructure, public services, and natural resources, including emergency evaluation needs (pg. 31). This amendment would address that need by limiting the density of single family development which will help to establish a more orderly growth pattern.

5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County: This amendment is consistent with the intent of the LICP and LIEHB districts. It is the intent of the LICP to guide residential development in such a manner as to encourage and plan for the availability of public services and infrastructure, and this amendment would align with that purpose. The same standards should be adopted in the LIEHB, as development in this district must blend into and maintain the residential fabric of the area.

6. Would result in a logical and orderly development pattern: See response to Item 4 above.

7. Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment: The proposed amendment would not result in adverse impacts on the natural environment.

E. RECOMMENDATION: Staff recommends approval.

F. METRO PLANNING COMMISSION (MPC): This text amendment was reviewed by the Metro Planning Commission at their August 19, 2019 meeting where they unanimously voted to support the staff recommendation.

G. BEAUFORT COUNTY PLANNING COMMISSION: This text amendment was reviewed by the Beaufort County Planning Commission at their October 7, 2019 meeting where they unanimously voted to support the staff recommendation

H. ATTACHMENTS:

- Proposed changes to the CDC
- Map of Impacted Zoning Districts

2020 /

TEXT AMENDMENT TO THE LADY’S ISLAND COMMUNITY PRESERVATION DISTRICT (LICP) AND THE LADY’S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO LIMIT RESIDENTIAL DENSITY TO DEVELOPMENTS NOT LOCATED ON PUBLIC SEWER (APPENDIX A, DIVISION A.2 AND A.3).

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

Adopted this _____ day of January, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Sarah W. Brock, Clerk to Court

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

- Chronology
- Third and final reading occurred (Date) / Vote ??
 - Public hearing occurred (Date)
 - Second reading occurred (Date) / Vote ??
 - First reading occurred (Date) / Vote ??
 - Natural Resources Committee discussion and recommendation to adopt the resolution occurred October 21, 2019 / Vote ??

Lady’s Island Community Preservation (LICP)

A.2.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.2.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

M. Single-family detached, single-family cluster, and duplexes

1. **Major Subdivisions**
 - a. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.2.60.A.
 - b. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. **Minor Subdivisions** (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.2.60.A.
3. **Single-family clusters** (see Table A.3.40.A) and duplexes (see Subsection 5.1.90) are required to be served by public sewer.

A.2.60 Development Standards

Table A.2.60.A Open Space and Density Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40
Other Permitted Uses	35%	n/a	n/a	OS	10,000 SF

Table A.2.60.B Lot and Building Standards

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Single-family without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Single-family	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet

Lady's Island Expanded Home Business (LIEHB)

A.3.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.3.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

G. Single-family detached, single-family cluster, and duplexes

1. **Major Subdivisions**
 - a. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.3.60.A.
 - b. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. **Minor Subdivisions** (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.3.60.A.
3. **Single-family clusters** (see Table A.3.40.A) and **duplexes** (see Subsection 5.1.90) are required to be served by public sewer.

A.3.60 Development Standards

Table A.3.60.A Open Space and Density Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40

Table A.3.60.B Lot and Building Standards

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Residential without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Residential with sewer	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet
Non-Residential	10,000 SF	60 Feet	30 Feet	10 Feet	20 Feet	35 Feet

Lady's Island Community Preservation (LICP)

A.2.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.2.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

M. Single-family detached, single-family cluster, and duplexes

a. Major Subdivisions

- i. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.2.60.A.
- ii. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.

b. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.2.60.A.

c. Single-family clusters and duplexes are required to be served by public sewer.

A.2.60 Development Standards

Table A.2.60.A Open Space and Density Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40
Other Permitted Uses	35%	n/a	n/a	OS	10,000 SF

Table A.2.60.B Lot and Building Standards

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Single-family without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Single-family	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet

Lady's Island Expanded Home Business (LIEHB)

A.3.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.3.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

G. Single-family detached, single-family cluster, and duplexes

1. Major Subdivisions
 - a. With public sewer. Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.3.60.A.
 - b. Without public sewer. Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.3.60.A.
3. Single-family clusters and duplexes are required to be served by public sewer.

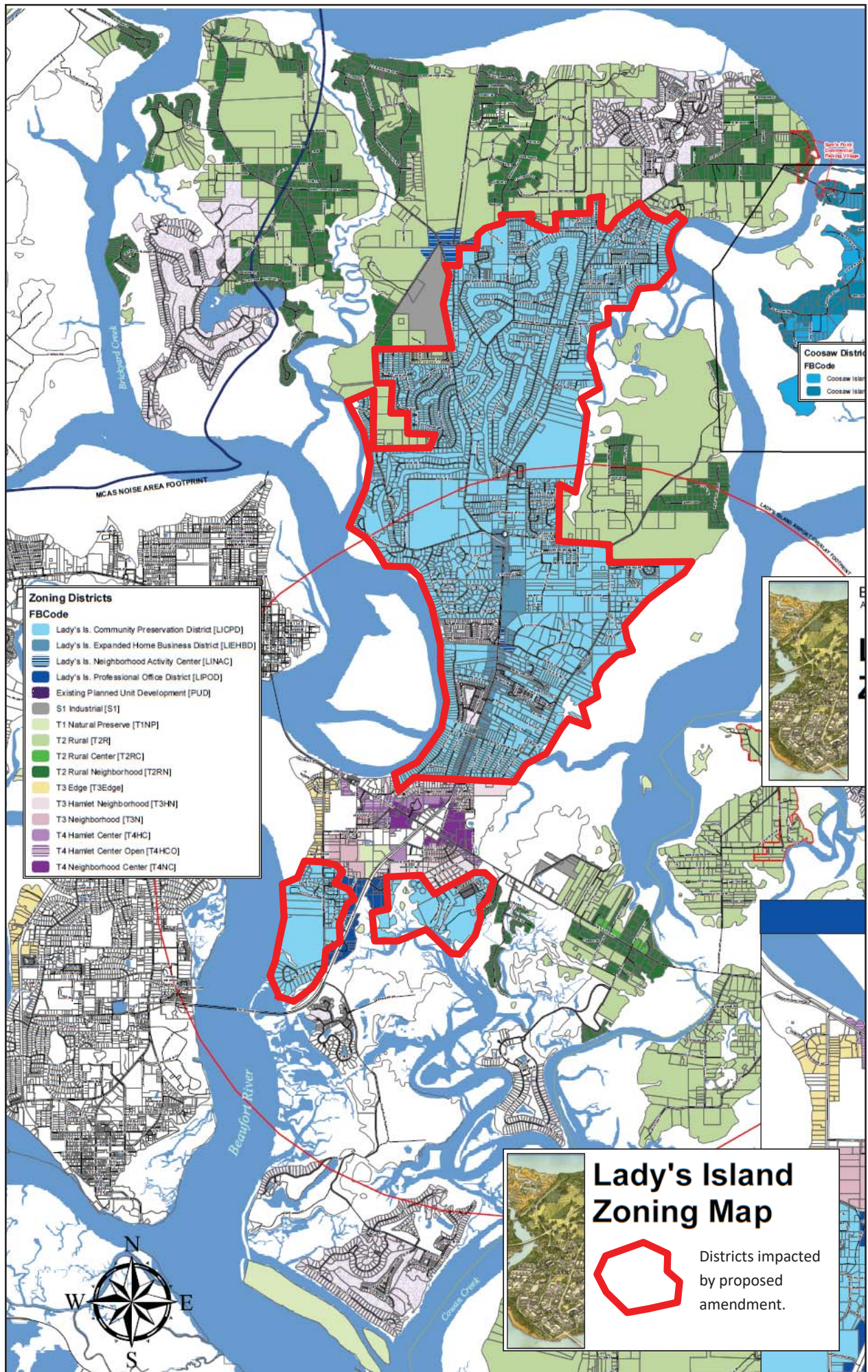
A.3.60 Development Standards

Table A.3.60.A Open Space and Density Standards

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
<u>Single-family without sewer</u>	<u>20%</u>	<u>0.5</u>	<u>0.5</u>	<u>OS</u>	<u>0.5</u>
Single-family <u>with sewer</u>	20%	2.0	3.0	<u>OS P</u>	1
Single-family Cluster	35%	2.2	3.2	<u>OS P</u>	5
Duplex	35%	3.0	3.7	<u>OS P</u>	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40

Table A.3.60.B Lot and Building Standards

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
<u>Residential without sewer</u>	<u>21,780 SF</u>	<u>100 feet</u>	<u>20 feet</u>	<u>15 Feet</u>	<u>20 Feet</u>	<u>35 Feet</u>
Residential <u>with sewer</u>	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet
Non-Residential	10,000 SF	60 Feet	30 Feet	10 Feet	20 Feet	35 Feet





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)

Council Committee:

County Council

Meeting Date:

January 27, 2020

Committee Presenter (Name and Title):

Noah Krepps, Long Range Planner, Community Development

Issues for Consideration:

The amendment would allow indoor recreation facilities which usually charge a fee for admission (bowling alleys, arcades, movie theaters, skating rinks, etc.) in the T4 Hamlet Center District.

Points to Consider:

Staff believes this use would not adversely effect the intent of the T4HC District. Approval of the amendment would be consistent with goals of the Land Use and Transportation Elements of the Comprehensive Plan (e.g. reinforce sense of high quality places, centralize the needs of the community, promote internal trip capture).

Funding & Liability Factors:

N/A

Council Options:

Approve or Deny

Recommendation:

Staff recommends approval of the text amendment as submitted; approved at 12/16/19 NRC



MEMORANDUM

To: Natural Resources Committee – Beaufort County Council
From: Noah Krepps, Long Range Planner
Subject: Text amendment to the T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)
Date: December 3, 2019

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2019-02
Applicant: Stephen Van Hout
Proposed Text Change: Amend Section 3.2.100 of the Community Development Code to allow Recreation Facility: Commercial Indoor in the T4 Hamlet Center (T4HC) District.

B. SUMMARY OF REQUEST:

The applicant leases property at 31 Professional Village Circle and would like to use it as an indoor playground.

The Community Development Code (CDC) allows Recreation Facility: Commercial Indoor in the T4VC, T4HCO, T4NC, C4 and C5 districts. The applicant is requesting to allow Recreation Facility: Commercial Indoor in the T4 Hamlet Center District as well.

The CDC defines Recreation Facility: Commercial Indoor as the following:

- 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.

C. ANALYSIS: Sec. 7.7.30(C). Code Text Amendment Review Standards. The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. **Is consistent with the goals, objectives, and policies of the Comprehensive Plan:** The proposed amendment is consistent with multiple goals of the Comprehensive Plan. It would contribute to a livable and sustainable community with compatible land uses and reinforce a sense of high quality places within the region (Land Use Element 4-1). The amendment would also promote internal trip capture by diversifying the uses allowed in the T4HC District and centralize the needs of the community (Transportation Element 10-18).
2. **Is not in conflict with any provision of this Development Code or the Code of Ordinances:** The proposed change does not conflict with any provisions of the CDC or the Code of Ordinances.
3. **Is required by changed conditions:** Not applicable.
4. **Addresses a demonstrated community need:** There are currently no indoor playgrounds in Northern Beaufort County, so this would alleviate the need to travel to Bluffton or Savannah to visit similar establishments.
5. **Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County:** The T4 Hamlet Center District is intended to provide medium-density residential development in an environment conducive to biking and walking. The sub-zone T4 Hamlet Center-Open (T4HC-O) allows for a broader amount of retail and services, including commercial indoor recreation facilities. Allowing these facilities in the T4HC district would have minimal impact on traffic volume and infrastructure.

It is staff's opinion that allowing commercial indoor recreation facilities in T4HC would improve compatibility between the T4HC and T4HCO districts without disrupting the character or intent of the T4HC district. Further, staff recommends that Recreation Facility: Community-Based also be allowed in T4HC, as the trips generated to and operating hours of such a facility would be similar to Commercial Indoor, and the use itself is entirely indoors.
6. **Would result in a logical and orderly development pattern:** See #5.
7. **Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:** Not applicable.

D. RECOMMENDATION: Staff recommends approval.

E. BEAUFORT COUNTY PLANNING COMMISSION: This text amendment was reviewed by the Beaufort County Planning Commission at their November 4, 2019 meeting where they voted to support the staff recommendation

E. ATTACHMENTS:

- Proposed changes to the CDC

ORDINANCE 2019 / __

TEXT AMENDMENT TO ARTICLE 3, SECTION 3.2.100 OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO ALLOW RECREATION FACILITY: COMMERCIAL INDOOR IN THE T4 HAMLET CENTER DISTRICT (T4HC).

WHEREAS, added text is highlighted in yellow and underlined.

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

H. T4HC, T4VC, and T4 HCO Allowed Uses

Land Use Type ¹	Specific Use Regulations	T4HC	T4VC	T4HCO
Recreation, Education, Safety, Public Assembly				
Community Oriented Cultural Facility (less than 15,000 SF)		P	P	P
Community Oriented Cultural Facility (15,000 SF or greater)	7.2.130	---	S	P
Community Public Safety Facility		P	P	P
Institutional Care Facility		---	---	P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.140	C	C	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.140	C	C	C
Park, Playground, Outdoor Recreation Area		P	P	P
Recreation Facility: Commercial Indoor		P	P	P
Recreation Facility: Commercial Outdoor	4.1.200	---	C	C
Recreation Facility: Community-Based		---	P	P
School: Public or Private		P	P	P
School: Specialized Training/Studio		P	P	P
School: College or University	7.2.130	S	---	S

Land Use Type ¹	Specific Use Regulations	T4HC	T4VC	T4HCO
Infrastructure, Transportation, Communications				
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	C	C
Parking Facility, Public or Commercial		---	P	P
Transportation Terminal		---	P	P
Wireless Communication Facility	4.1.320	S	S	S
Industrial				
Manufacturing, Processing & Packaging - Light (less than 15,000 SF)	4.1.140	C	C	C
Warehousing	4.1.280	---	---	C
Wholesaling and Distribution	4.1.280	---	---	C

Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
---	Use Not Allowed

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

3. Parking Facility: Public or Commercial	--	--	--	--	--	P	--	--	--	--	--	P	P	P	--	P	P	P
4. Transportation Terminal	--	--	--	--	--	S	--	--	--	--	--	P	P	P	--	P	P	P
5. Waste Management: Community Waste Collection & Recycling	--	C	--	--	--	C	--	--	--	--	--	--	--	--	--	C	C	C
6. Waste Management: Regional Waste Transfer & Recycling	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C

-W



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Loud and obnoxious vehicle noise ordinance

Council Committee:

Community Services Committee 2.3.2020 Approved 5-2-1

Meeting Date:

County Council March 9, 2020

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

How to appropriately prevent loud vehicle noises that may be a public nuisance or disruption of the peaceful enjoyment of private or public property.

Points to Consider:

Comments from MCAS and BCSO have been incorporated.

Funding & Liability Factors:

n/a

Council Options:

1) Approve. 2) Amend. 3) Take no action.

Recommendation:

No recommendation from staff.

ORDINANCE 2020/ ____

AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR.

WHEREAS, Beaufort County Council finds and declares that loud, obnoxious, unnecessary or excessive vehicular noise is a serious hazard to the public health, welfare, peace and safety of Beaufort County residents and visitors; and

WHEREAS, residents and visitors of Beaufort County have a right to the peaceful enjoyment of their property and without exposure to loud, obnoxious, unnecessary, or excessive vehicular noises; and

WHEREAS, loud, obnoxious, unnecessary or excessive vehicular noises adversely impact residents' quality of life and are thus a public nuisance; and

WHEREAS, County Council is in receipt of citizens' concerns about the increased proliferation of "muscle" cars, modified mufflers, excessively loud speaker systems, and other loud, obnoxious, unnecessary or excessive vehicular noises in the unincorporated areas of Beaufort County; and

WHEREAS, it is in the best interest of Beaufort County residents and visitors to declare loud, obnoxious, unnecessary or excessive vehicular noises a public nuisance and provide for penalties for violations in the interest of protecting citizens public health, welfare, peace and safety as well as protecting the quality of life in Beaufort County.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby amend the Beaufort County Code of Ordinances Chapter 70 Traffic and Vehicles by inserting the below Article VI Loud and Unnecessary Noises Declared a Public Nuisance:

Article VI.- Loud and Unnecessary Vehicular Noises Declared a Public Nuisance.

Sec. 101. - Loud and unseemly noise.

- (a) Beaufort County Council finds that loud, obnoxious, unnecessary or excessive vehicular noise is a serious hazard to the public health, welfare, peace and safety of Beaufort County residents and visitors. Therefore, Beaufort County Council declares loud, obnoxious, unnecessary or excessive vehicular noise a public nuisance.
- (b) It shall be unlawful for any person to drive, propel or otherwise operate a motorized vehicle in a manner which emits loud and unseemly noise, which willfully disturbs any residence, neighborhood or business in Beaufort County. The prohibition of this subsection shall include operating a motorized vehicle by rapid throttle advancing (revving) of an internal combustion engine resulting in increased noise from the engine.

(c) It shall be unlawful for any person to play, operate or cause to be played or operated any vehicular sound system in such a manner as to be audible, in a loud, obnoxious, unnecessary or excessive way, from any public street or right-of-way.

(d) For the purpose of this Article VI, vehicle noise includes noise from cars, trucks, mopeds, motorcycles, vans, buses, motor scooters, motorized skateboards, and other electric or combustible type engine vehicles. Loud, obnoxious, unnecessary or excessive noise prohibited herein includes, but may not be limited to, noise from engines, mufflers, other mechanical parts, or sounds system associated with a vehicle.

(e) Loud and unseemly noise shall mean, loud, obnoxious, unnecessary or excessive noise which disturbs the peaceful enjoyment of private or public property. Loud and unseemly noise includes but is not limited to any one (1) of the following:

1. Misuse of acceleration or braking power that exceeds tire traction limits, sometimes known as "burn-outs", "burning rubber", "laying down rubber" or "peeling rubber".
2. Excessive acceleration or deceleration while in motion where there is no emergency need.
3. Rapid acceleration by means of quick up shifting of transmission gears with either a clutch or manual transmission or automatic transmission.
4. Rapid deceleration by means of quick downshifting of transmission gears with either a clutch or manual transmission or an automatic transmission.
5. Racing or revving of engines by manipulation of the accelerator, gas pedal, or carburetor in applying fuel to the engine in a greater amount than is necessary whether the vehicle is either in motion or standing still.
6. Operation of the vehicle by intentionally applying unnecessarily excessive acceleration from a stationary position, or unnecessary, deliberate or intentional bursts of acceleration while moving in a nonemergency situation.
7. Operating a motor vehicle (excluding emergency response vehicles as provided below) that exceeds a measured noise level of more than 92 decibels on the decibel meter when measured 20 inches from the exhaust pipe at a 45 degree angle while the vehicle is operating at idle.
8. Operating a motor vehicle of any size and regardless of the year of manufacture in violation of S.C. Code §§ 56-5-5020 and 56-5-5030.
9. Operation of a motor vehicle stereo system or sound system with excessive volume that substantially contrasts with the surrounding ambient noise(s) in a manner so as to disrupt the quiet, peaceful enjoyment of private or public property.

Sec. 102. - Exceptions.

(a) This Article VI shall not be construed or interpreted in any way so as to interfere with or discourage the “Sound of Freedom” emanating from airplanes associated with the Marine Corps Air Station, Beaufort.

(b) The normal sound of motorcycles and mopeds are not a violation of this Article VI unless something additional is contributing to the loud, obnoxious, unnecessary or excessive nature of the noise. For example, a driver excessively, repeatedly, or unnecessarily throttles the engine beyond what is necessary for the purpose of propulsion or the motorcycles parts have been modified to exaggerate the normal sounds of the motorcycle or moped.

(c) Nothing herein should be construed to prohibit the use of a vehicular horn for the purpose of notifying those nearby of the presence of another vehicle or a potential hazard.

(d) All equipment owned or operated by Federal, State, or local government including emergency response vehicles, law enforcement vehicles, EMS vehicles and Fire District response vehicles shall be exempt from this Article VI.

(e) Motor vehicles used in any permitted events involving motor vehicles including but not limited to parades or car shows, during the permitted times of the events.

Sec. 103. - Enforcement and penalties.

(a) Beaufort County Sheriff’s Office shall be charged with the responsibility of enforcing this Article. All violations of this Article VI shall be heard by the Beaufort County Magistrate Court. Nothing herein shall be construed to prevent Beaufort County Code Enforcement officers, duly commissioned by County Council, from enforcing the provisions of this Article VI.

(b) Any person who violates the provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court, or imprisonment not exceeding 30 days, or both.

(d) *Enforcement factors.* In the enforcement of standards established in this section an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would unreasonably disturb other persons in the vicinity. The police department or other enforcing agency may make a subjective determination of loud or unseemly noise at the time of the complaint or enforcement. When making such determinations the enforcement officer shall consider the following factors:

- (1) The intensity (sound pressure level) of the noise.
- (2) Whether the nature of the noise is usual or unusual.
- (3) Whether the origin of the noise is natural or man-made.
- (4) The volume and intensity of the background noise, if any.

- (5) The proximity of the noise to residential sleeping facilities
- (6) The nature and zoning of the area within which the noise emanates.
- (7) The time of the day or night along with day of week and time of year the noise occurs.
- (8) The duration of the noise.
- (9) Whether the noise is recurrent, intermittent or constant.
- (10) Any other articulable factor that demonstrates a disturbance of quiet and peaceful enjoyment of public or private property.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

DRAFT

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council.

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Community Services Committee discussion and recommendation to



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Securitas Security Services

Council Committee:

Executive Committee Meeting

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Jon Rembold Airports Director

Issues for Consideration:

Approval of Securitas Security Services at Hilton Head Island Airport

Points to Consider:

Securitas Security Services will provide additional security at the terminal which will be crucial especially during the busy season. Primary role is to provide curbside traffic flow control.

Funding & Liability Factors:

100% Operating Revenue paid for with airlines rates and charges

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



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 Stewart Rodman, Chairman, Executive Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
RFP 112819, Curbside Patrol, Hilton Head Island Airport and Administration Building

DATE: 03/09/2020

BACKGROUND:

Hilton Head Island Airport's passenger growth creates a need for additional security services. These services include curbside traffic control, additional roving security, and secure employee escort in hours of darkness. Proposals were solicited by Beaufort County Purchasing and Securitas has been selected as the firm to provide these services. The annual cost of these security services will be funded through airline rates and charges in the airport operations account.

VENDOR INFORMATION:

Securitas Security Services

COST:

\$127,764

FUNDING:


Airport Operating Revenue – from Airline Rates and Charges

Funding approved: Yes By: aholland Date: 02/26/2020

FOR ACTION: Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Beaufort County Executive Committee approve, and recommend to County Council, approval of the subject contract in the amount of \$127,764.

Attachment:  Airport Securitas.pdf 541.05 KB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 02/27/2020

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 02/26/2020

Jon Rembold, Director, Airports Department

Approved: Yes Date: 02/26/2020

Check to override approval: Overridden by:

Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons



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

TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Approval of Securitas Security Services Contract**
DATE: February 25, 2020

BACKGROUND:

Hilton Head Island Airport's passenger growth creates a need for additional security services. These services include curbside traffic control, additional roving security, and secure employee escort in hours of darkness. Proposals were solicited by Beaufort County Purchasing and Securitas has been selected as the firm to provide these services.

The annual cost of these security services will be funded through airline rates and charges in the airport operations account.

VENDOR BID INFORMATION:

Securitas Security Services

COST:

\$127,764.00

FUNDING:

Airport Operating Revenue – from Airline Rates and Charges

FOR ACTION:

Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Beaufort County Executive Committee approval of subject contract

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
Alicia Holland, Asst. County Administrator, Finance
Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman



TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: **Approval of Securitas Security Services**

DATE: February 25, 2020

BACKGROUND:

Hilton Head Island Airport's passenger growth creates a need for additional security services. These services include curbside traffic control, additional roving security, and secure employee escort in hours of darkness. Proposals were solicited by Beaufort County Purchasing and Securitas has been selected as the firm to provide these services. The annual cost of these security services will be funded through airline rates and charges in the airport operations account.

VENDOR INFORMATION:

Securitas Security Services, Bluffton, SC

COST (annual):

\$127,764.00

FUNDING:

Airport Operating Revenue – paid through airline rates and charges.

FOR ACTION:

Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Approve contract and forward to County Council for authorization

Encl: Securitas Security Services Contract



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

TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Approval of Securitas Security Services Contract**
DATE: February 25, 2020

BACKGROUND:

Hilton Head Island Airport's passenger growth creates a need for additional security services. These services include curbside traffic control, additional roving security, and secure employee escort in hours of darkness. Proposals were solicited by Beaufort County Purchasing and Securitas has been selected as the firm to provide these services.

The annual cost of these security services will be funded through airline rates and charges in the airport operations account.

VENDOR BID INFORMATION:

Securitas Security Services

COST:

\$127,764.00

FUNDING:

Airport Operating Revenue – from Airline Rates and Charges

FOR ACTION:

Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Beaufort County Executive Committee approval of subject contract

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
Alicia Holland, Asst. County Administrator, Finance
Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman



TO: Mr. Howard Ackerman, BCAB Chairman

FROM: Jon Rembold, Airports Director

SUBJ: Approval of Securitas Security Services Contract

DATE: February 25, 2020

BACKGROUND:

Hilton Head Island Airport's passenger growth creates a need for additional security services. These services include curbside traffic control, additional roving security, and secure employee escort in hours of darkness. Proposals were solicited by Beaufort County Purchasing and Securitas has been selected as the firm to provide these services. The annual cost of these security services will be funded through airline rates and charges in the airport operations account.

VENDOR INFORMATION:

Securitas Security Services, Bluffton, SC

COST (annual):

\$127,764.00

RECOMMENDATION: Airports Board recommend approval of this contract to Executive Committee of County Council.

- Unarmed Rate: \$19.45
- Armed Rate: \$23.20
- Unarmed Rate for Extra Coverage and Special Events: \$19.45 (72 hour notice required)
- Armed Rate for Extra Coverage and Special Events: \$23.20 (72 hour notice required)

“Contract Documents” means all exhibits, attachments, specifications, and any addenda to this Contract which are incorporated by reference into this Contract and which are marked as follows:

“Contract Price” means the price listed in the Contract for service to be received in return.

“Contract Quantities” means the estimated quantities listed on the Bid form.

“Contractor” has the meaning assigned above to that term, and includes that company’s agents, employees, and representatives.

"County" means County of Beaufort, South Carolina, a public body politic and corporate and political subdivision of the State of South Carolina.

“Notice to Proceed” means the written notice to be given by the County to the Contractor to commence Work under this Contract.

“Procurement Director” means the Procurement Director for Beaufort County.

“Project” means the “Work” and is used interchangeably with that term.

“Project Manager” shall be the field representative designated by the County to serve as project manager for the Work.

“Project Site” means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."

“Work” means the work specified and described in Exhibit B (“Scope of Work (with Appendices)”) to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

“Work Site” means the “Project Site” and is used interchangeably with that term.

SECTION TWO **Contract Documents**

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

- Exhibit A - Request for Proposals (RFP) No. 112819
- Exhibit B - Scope of Work/Specifications (with Appendices)
- Exhibit C - Contractor’s Insurance Certificate(s) and Endorsement(s)
- Exhibit D - Contractor's Proposal dated November 25, 2019
- Exhibit C-“Best and Final Offer Email dated January 28, 2020

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and any other document to include, but not limited to, the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Exhibits are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

As provided in Exhibit B, Scope of Work (with Appendices) attached hereto, certain publications shall also govern the work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

SECTION THREE

Term

The initial term of this Agreement shall begin April 1, 2020 and end on June 30, 2021 with option to renew for up to four additional years. The Contractor shall not commence work prior to the issuance of a Notice to Proceed.

SECTION FOUR

Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner.

See Exhibit B, Scope of Work (with Appendices), for complete Scope of Work and Plans.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

SECTION FIVE

Contract Price: Payment Terms

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract, for the total of \$127,764. Contractor Bill Rates: UNARMED SECURITY OFFICER - \$19.45 PER HOUR; ARMED SECURITY OFFICER - \$23.20 PER HOUR. Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor's Bid.

The amount as specified may be increased or decreased by the County through the issuance of a change order or Amendment. Any prices specified in Contractor's Bid or any such change order or Amendment will remain firm for the term of this Contract or any Amendment thereto. Notwithstanding anything to the contrary, Contractor may raise its rates on 30 days' written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs,

(c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services.

- B. The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

The Contractor shall submit invoices in the format that shall be provided by the County at the pre-construction meeting and approved by the parties. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month

- C. Invoices will be submitted to the Airport's and Facilities Director, and the invoice will contain Contract No. 112819 and the purchase order number.

- D. Intentionally deleted.

No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.

- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.

- F. When the County requires substantiating information the Contractor shall submit data justifying dollar amounts in question.

SECTION SIX

Time

The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which Contractor shall be granted an extension of time. If, in the reasonable opinion of the County, the Contractor is not complying with the progress schedule or will not meet the completion date, the County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regards to rain delays, shall be made in writing to the County, not more than Five (5) Calendar Days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice every week to the County. Within Five (5) Calendar Days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

SECTION SEVEN

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit A, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Contract, subject to the terms of Contractor's insurance.

The County must be advised immediately of any changes in required coverages.

SECTION EIGHT
Payment and Performance Security

A. Intentionally deleted.

SECTION NINE
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same to the extent in the event of Contractor's non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same to the extent of non-compliance of the above laws, ordinances, rules and regulations by Contractor.

SECTION TEN
Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION ELEVEN

Material and Workmanship: Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.

A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the Federal/State Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Project. Notwithstanding anything to the contrary, any equipment/software provided by Contractor (or information collected therewith) in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to County, and Contractor will remove its equipment/software upon termination of this Contract.

C. The Procurement Director may, in writing, require the Contractor to remove from the Work Site any employee the Procurement Director deems incompetent, careless or otherwise objectionable.

D. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION TWELVE
Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION THIRTEEN
State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the to the total South Carolina and local sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION FOURTEEN
Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION FIFTEEN
Inspection and Acceptance, No-Claim Affidavits

- A. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- B. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.
- C. Final acceptance of the completed project will be upon final payment to the Contractor. Upon final acceptance, the workmanship and material warranty period will begin.

SECTION SIXTEEN
Cleanup Work

- A. During progress of Work, Contractor will keep the site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the sites will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of the Work, Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. The Contractor will remove all debris from any grounds which have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by the Contractor's operations in a neat and satisfactory condition.
- E. The Contractor will restore or replace, when and as directed, any public or private property damage by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

SECTION SEVENTEEN
Conditions Affecting the Work

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

SECTION EIGHTEEN
Safety of Persons and Property

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (i) employees on the Work Site and other persons who may be affected thereby;
 - (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property to the extent caused by the negligence of Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 25, Indemnification, herein.

- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

SECTION NINETEEN

Change Orders

One or more changes to the Work within the general scope of this Contract, may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a change order;
- B. Any change in the Contract Price resulting from a change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the change order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed change order.
- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such change order and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.

SECTION TWENTY
Claims and Disputes

- A. Definition. A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to the Contractor's entitlement to any increased compensation from any claim.
- B. Time Limits on Claims. Claims by either Party must be made within Ten (10) Business Days after occurrence of the event giving rise to such Claim or within Ten (10) Business Days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. Continuing Contract Performance. Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- D. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. Failure of the Work to comply with the requirements of the Contract Documents; or
 3. Terms of special warranties required by the Contract Documents.
- E. Claims for Additional Costs. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 18(I). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.
- F. Claims for Additional Time. See Section Five herein.
- G. Injury or Damage to Person or Property. If either Party to the Contract suffers injury or damage to person or property because of a negligent act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding Ten (10) Business Days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

SECTION TWENTY-ONE
Damages

Intentionally deleted.

SECTION TWENTY-TWO
Suspension of Work

The Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Procurement Director may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work

When the Procurement Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-THREE
Modification of Contract

The County's Procurement Director has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Procurement Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-FOUR
Termination

A. For Convenience

The Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a

termination for convenience. The Contractor may terminate this Contract, in whole or in part, and without cause or penalty upon Sixty days' written notice.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default.

C. Termination for Non-Appropriation of Funds

The Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-FIVE
Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities to the extent caused by the negligent performance, or willful misconduct of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, or the negligence of any of its employees or any person, firm or corporation directly or indirectly employed by

the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses to the extent arising out of the negligence of the Contractor. Such costs are to include, without limitation, reasonable defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor) to the extent not caused by the County's negligence, the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses to the extent caused by any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, reasonable defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor) to the extent not caused by the County's negligence, the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public.

Notwithstanding anything to the contrary, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of County's premises.

SECTION TWENTY-SIX **Gratuities and Kickbacks**

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-SEVEN

Labor: Subcontractors: Employment Consideration

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job and Contractor is responsible for making himself aware of those forces. Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-EIGHT

Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees.

SECTION TWENTY-NINE

Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION THIRTY

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to

successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION THIRTY-ONE

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

SECTION THIRTY-TWO

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

SECTION THIRTY-THREE

County's Designated Representative(s)

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:

David Thomas, Director
Beaufort County Purchasing Department
P.O Drawer 1228
Beaufort, South Carolina 29901
843-255-2304

SECTION THIRTY-FOUR

Notices

Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:
David Thomas, Director
Beaufort County Purchasing Department
P.O Drawer 1228
Beaufort, South Carolina 29901
843-255-2304

If to the Contractor:

Justin Heyward, Area Vice President
Securitas, Inc.
3294 Ashley Phosphate Road, Suite 2F
North Charleston, SC 29418
(843) 554-5503

SECTION THIRTY-FIVE
Non-Waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

SECTION THIRTY-SIX
Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Contract under their several seals the day and year first written above.

SECURITAS, INC.

BEAUFORT COUNTY, SOUTH CAROLINA:

Name: Justin Heyward
Title: Area Vice President

Ashley Jacobs
County Administrator
Beaufort, SC

Attest:

Attest:

1) 1) _____

2) 2) _____

DRAFT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Gate Reassignment Project - United Airlines

Council Committee:

Executive Committee Meeting

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Jon Rembold Airports Director

Issues for Consideration:

Airline boarding gate reassignment project.

Points to Consider:

The Airport/County will not experience a cash deficit during this process because it is being administered as a "pre-reimbursement" type project. In other words, the Airport will be paid in advance by one party before issuing same payment to second party. But since the overall payment amount will exceed the threshold requiring Council approval, this must be approved by the BCAB and forwarded to Executive Committee of County Council. The Airport and Delta will enter into a reimbursement agreement.

Funding & Liability Factors:

No net expenditure.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

4. **DEFAULT.** If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach and request voluntary compliance. In the event that voluntary cure is not agreed to within seven (7) days of receipt notice, the claiming party shall give written notice to the other party of such breach and demand corrective action. If the noticed party fails to cure the breach within fourteen (14) days after receipt of the written notice, the claiming party may bring an action at law or in equity in a court of competent jurisdiction.

5. **NOTICES.** Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To County:	Beaufort County	To Delta:	Delta Air Lines, Inc.
	Attn: Airport Director		Attn: Corporate Real Estate
	120 Beach City Road		_____
	Hilton Head Island, SC 29926		_____
	jrembold@bcgov.net		_____

6. **OTHER PROVISIONS**

a. **Mutual Cooperation.** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

b. **Independent Parties.** The Parties mutually agree that this Agreement is for the sole purpose of the provisions of services set forth in this Agreement and does not establish an agency or employment relationship.

c. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

d. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

e. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

f. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

g. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

h. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed

counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

i. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

j. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

k. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

l. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

BEAUFORT COUNTY

By: _____

Name: Jon Rembold

Title: Airport Director

DELTA AIR LINES, INC.

By: _____

Name: _____

Title: _____



TO: Mr. Howard Ackerman, BCAB Chairman
FROM: Jon Rembold, Airports Director
SUBJ: Gate Reassignment Project – United Airlines
DATE: February 27, 2020

BACKGROUND:

Last August, Delta Air Lines requested consideration of a gate reassignment into the main hold room in light of their year-round service. This would effectively swap the boarding gate locations of Delta with United, which offers only seasonal service. Delta Air Lines agreed to fund the entire project since they made the request which would force United to move. The request was granted and the project commenced. Delta's portion of the move has been completed and United's is currently underway.

The funding/payment operation is non-standard due to airline system requirements. United will submit an invoice to the Airport. The Airport will then invoice Delta for that amount. Once payment is received from Delta to cover the United expense, the Airport will pay United's invoice. The construction cost will not exceed \$126,038. United will also invoice a related item (equipment/furniture) in the amount of \$32,096. The total cost of the project will not exceed \$158,134.

The Airport/County will not experience a cash deficit during this process, but since payment will be made in an amount that will exceed the threshold requiring Council approval, this must be approved by the BCAB and forwarded to Executive Committee of County Council for their approval.

RECOMMENDATION:

Airports Board recommend approval of this program to Executive Committee of County Council.

VENDOR INFORMATION:

Delta Air Lines and United Airlines

COST

Reimbursable



TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: **Approval of Gate Reassignment Project – United Airlines**

DATE: February 27, 2020

BACKGROUND:

Last August, Delta Air Lines requested consideration of a gate reassignment into the main hold room in light of their year-round service. This would effectively swap the boarding gate locations of Delta with United, which offers only seasonal service. Delta Air Lines agreed to fund the entire project since they made the request which would force United to move. The request was granted and the project commenced. Delta's portion of the move has been completed and United's is currently underway.

The funding/payment operation is non-standard due to airline system requirements. United will submit an invoice to the Airport. The Airport will then invoice Delta for that amount. Once payment is received from Delta to cover the United expense, the Airport will pay United's invoice. The construction cost will not exceed \$126,038. United will also invoice a related item (equipment/furniture) in the amount of \$32,096. The total cost of the project will not exceed \$158,134.

The Airport/County will not experience a cash deficit during this process, but since payment will be made in an amount that will exceed the threshold requiring Council approval, this must be approved by the BCAB and forwarded to Executive Committee of County Council.

VENDOR INFORMATION:

United Airlines, Delta Air Lines

COST:

Reimbursable

FOR ACTION:

Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Approve program and forward to County Council for authorization.

Encl: United Gate Relocation Costs



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Gate Reassignment Project – United Airlines**
DATE: February 27, 2020

BACKGROUND:

Last August, Delta Air Lines requested consideration of a gate reassignment into the main hold room in light of their year-round service. This would effectively swap the boarding gate locations of Delta with United, which offers only seasonal service. Delta Air Lines agreed to fund the entire project since they made the request which would force United to move. The request was granted and the project commenced. Delta's portion of the move has been completed and United's is currently underway.

The funding/payment operation is non-standard due to airline system requirements. United will submit an invoice to the Airport. The Airport will then invoice Delta for that amount. Once payment is received from Delta to cover the United expense, the Airport will pay United's invoice. The construction cost will not exceed \$126,038. United will also invoice a related item (equipment/furniture) in the amount of \$32,096. The total cost of the project will not exceed \$158,134.

The Airport/County will not experience a cash deficit during this process, but since payment will be made in an amount that will exceed the threshold requiring Council approval, this must be approved by the BCAB and forwarded to Executive Committee of County Council.

VENDOR BID INFORMATION:

United Airlines, Delta Air Lines

COST:

Reimbursable

FOR ACTION:

Executive Committee meeting occurring March 9, 2020.

RECOMMENDATION:

Beaufort County Executive Committee approval of subject program

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
Alicia Holland, Asst. County Administrator, Finance
Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution Airport Acquisition

Council Committee:

Executive Committee Meeting

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Jon Rembold Airports Director

Issues for Consideration:

Approval of Resolution airport acquisition

Points to Consider:

A resolution authorizing the county administrator to negotiate and execute the documents necessary for the purchase of properties for the expansion project at Hilton Head Island Airport.

Funding & Liability Factors:

N/A

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

RESOLUTION 2020/ _____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE DOCUMENTS NECESSARY FOR THE PURCHASE OF PROPERTIES FOR THE EXPANSION PROJECT AT THE HILTON HEAD ISLAND AIRPORT

WHEREAS, the Hilton Head Island Airport (“Airport”) is in the process of expanding the terminal in order to provide better service to both residents and tourists (“Expansion Project”); and

WHEREAS, on April 8, 2019, the Beaufort County Council approved hiring Talbert, Bright & Ellington, Inc. as consultants (“Consultants”) for the Expansion Project; and

WHEREAS, the Consultants determined the Expansion Project requires Beaufort County to acquire five (5) properties located on Hunter Road, Hilton Head Island, SC 29926 (collectively referred to as the “Properties”) and described in more detail in “Exhibit A”, attached hereto and incorporated herein by reference; and

WHEREAS, the Expansion Project is eligible for Federal Aviation Administration (“FAA”) funding, it is anticipated that the FAA will provide 90% of the funding required to acquire the Properties; and

WHEREAS, the Expansion Project is eligible for South Carolina Aeronautics Commission (“SCAC”) funding, it is anticipated that the SCAC will provide 5% of the funding required to acquire the Properties; and

WHEREAS, the remaining 5% of the funding required for the acquisition of the Properties shall come from the Airport Operating Revenues; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to negotiate and execute the documents necessary for the purchase of five (5) properties on Hunter Road as further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to negotiate and execute the documents necessary for the purchase of five (5) properties on Hunter Road as further described in Exhibit A.

Adopted this ____ day of March, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Boards and Commission

Council Committee:

Executive Committee

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Nomination of Eugene Richardson LaBruce to fulfill the expired term of David Tedder.

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



January 29, 2020

Mr. D. Paul Sommerville, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Board Nomination to fill a full term to replace the expired term of David L. Tedder

Dear Mr. Sommerville:

Beaufort Memorial Hospital Board puts forward the nomination of Mr. Eugene Richardson LaBruce to be filling a full term for the expired term of Mr. David L. Tedder. The Board of Trustees approved and recommended the nomination at its Board meeting today. Mr. Tedder's term expires in February 2020.

Sincerely,

David House, Chair
Beaufort Memorial Hospital Board of Trustees

DH/as

cc: Ms. Alice G. Howard
Sarah W. Brock, JD
Mr. Russell Baxley



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Boards and Commission

Council Committee:

Executive Committee

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Reappointment of David House to Beaufort Memorial Hospital Board of Trustees

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



November 12, 2019

Mr. D. Paul Sommerville, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Sommerville:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Beaufort Memorial Board of Trustees effective March 1, 2020.

Sincerely,

David House

DH/as

cc: Mr. Russell Baxley

Seeking Reappointment
 Intent Unknown
 Vacancy / Resignation

Seeking Reappointment
 Intent Unknown
 Vacancy / Resignation

BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES

Telephone	Appointed	Reappointed	Term- Years	Term Expires	CC District	Ethnicity	North/ South	Gender
1. Andrea Allen 4 Pigler Cove PO Box 734 Beaufort, SC 29901 jeallen@hatgray.com	4/13/2009	2/1/2013 3/13/2017	4	2/21	3	African American	North	Female
2. Dr. Eric Billig, M.D. 411 King Street Beaufort, SC 29902 ericbillig@gmail.com	1/28/2019		4	2/23	2	Caucasian	North	Male
3. Kathleen R. Cooper 4089 Spring Island Okatie, SC 29909 kcooper@springisland.us	2/11/2013	2/20/2017	4	2/21	5	Caucasian	South	Female
4. William Himmelsbach 289 Spring Island Drive (home) 4489 Spring Island (mailing) Okatie, SC 29909 whimmelsbach@gmail.com	2/10/2014	3/12/2018	4	2/22	5	Caucasian	South	Male
5. David C. House, Chairman (2/3/20) 4516 Spring Island Okatie, SC 29909 David@Serenopartners.com	2/13/2012	2/29/2016	4	2/20	5	Caucasian	South	Male
6. Dr. Stephen Larson 34 Widewater Road Hilton Head Island, SC 29926 Steve_Larson_MD@yahoo.com slarson2@bmhsc.org	4/9/2018		4	2/22	4	Caucasian	North	Male

BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
7. Kathryn McDonagh, PhD 54 Driftwood Court, West Bluffton, SC 29910 drkathymcdonagh@gmail.com	(H)843-540-5095	2/11/2019		4	2/23	4	Caucasian	South	Female
8. Dr. Faith L. Polkey 50 Hewlett Road Beaufort, SC 29907 faith_polkey@gmail.com	(H)843-982-0424 (O)843-726-3341	2/11/2013	2/20/2017	4	2/21	2	African American	North	Female

9.

Hospital Board By Laws - Limited to three terms = 12 years
 Beaufort County Council Liaison Paul Sommerville (Community Services)

Authorized Membership: 9
Vacancies: 1
Terms Expired: 0

Historical Background:
 S.C. Act 1197 of 1966



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Lease Agreements for Grazing Fields and Dwelling Unit

Council Committee:

County County Council

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

The 2016 lease agreement with Mr. and Mrs. Olsen expired on December 15, 2019. Staff have negotiated two new lease agreements with Mr. and Mrs. Olsen and the dwelling unit Occupants.

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens entered into a 3-year lease agreement, which expired December 15, 2019. The Olsens and the dwelling unit Occupants would like to enter into new lease agreements, which provide 4 annual extensions beyond the first year term. The Olsens will be leasing 2 grazing fields and associated barns for their 1 horse and 2 donkeys. The dwelling unit Occupants will be leasing the dwelling unit and associated barn for their residential use.

Funding & Liability Factors:

\$500/month (\$6,000/year) revenue for the dwelling unit lease agreement
\$100/month (\$1,200/year) revenue for the field grazing lease agreement
County will be responsible for any maintenance and repairs over \$2,500

Council Options:

1) Approve the two lease agreements as written, 2) Approve the two lease agreements with revisions, 3) Do not approve the two lease agreements

Recommendation:

Approve and authorize the County Administrator to execute the two lease agreements as written.

ORDINANCE 2020/ _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO LEASE AGREEMENTS ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000

WHEREAS, Beaufort County owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years; and

WHEREAS, the lease agreement between the parties dated December 15, 2016 expired on December 15, 2019; and

WHEREAS, the County, the Olsens and the Olsen’s caretaker wish to enter into new lease agreements beginning December 16, 2019 through December 15, 2020 and including up to four (4) possible annual extensions upon mutual agreement, attached hereto and incorporated by reference as “Attachment A” and “Attachment B”; and

WHEREAS, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution of the lease agreements to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby authorize the new lease agreements beginning December 16, 2019 and terminating on December 15, 2020 with up to four (4) possible annual extensions upon mutual agreement to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan for a portion of the property known as the Olsen Tract, as attached hereto and incorporated by reference as Attachment A and Attachment B.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third Reading

Second Reading

Public Hearing

First 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 _____, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. Olsen and Sue Shrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, South Carolina 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES. All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate three (3) acre fenced field and barn adjacent to the dwelling unit and an approximate three (3) acre fenced field and barn adjacent to the Tenants private residence, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portions of the surveys attached hereto and incorporated by reference as "Exhibit A" ("Premises").

2. TERM. The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16th day of December, 2019, and terminating on the 16th day of December 2020, unless terminated sooner pursuant to the provisions of this Lease.

The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month, in exchange for considerations and obligations previously negotiated between the Parties and as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of occupancy.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the 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 Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the 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 they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively for the housing, care and grazing of 1 horse and 2 donkeys and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than the housing, care and grazing of 1 horse and 2 donkeys. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

a. **Storage.** The Tenant shall not store any personal items or equipment on Landlord's property, unless it is directly needed for the care of the allowable livestock, which will then be appropriately stored and secured within the leased barn structure(s). The Tenant shall not be permitted to store any hazardous or dangerous materials on the leased premises, without prior written consent by the Landlord

8. HOURS OF OPERATION. Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the surrounding property owned by Landlord but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the 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 themselves 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: (1) one hundred percent (100%) maintenance of Heffalump Road as Tenants ingress/egress for vehicular and pedestrian traffic; (2) one hundred percent (100%) maintenance of the two (2) barns associated with the Premises; and (3) fifty percent (50%) maintenance of the Heffalump Road bridge accessing the property.

Tenant shall provide a manure management plan to the Landlord's Passive Parks Manager within sixty (60) days of the Term start date of this Lease.

10. 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 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 after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

11. MAINTENANCE AND REPAIRS. Tenant will, at their sole expense, keep and maintain the 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 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. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and structural components of the barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

In addition to the obligations stated above, the Tenant is responsible for (1) mowing the edge of their private fence line (24 inch maximum width on Landlord's property); (2) mowing the roadside edge of Heffalump Road (24 inch maximum width through Landlords' property); (3) mowing or grazing the two (2) leased fields; and (4) mowing no more than one (1) acre surrounding the pond on Landlords' property, which is located adjacent to the Tenants private property. Any changes, improvements, renovations or property management to the Premises, including the fields, barns or Landlord's property, must be submitted in writing by the Tenant to the Landlord for approval prior to the commencement of the requested action.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the interior of the two (2) barns on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

a. ***Obstruction to Landlord's Property.*** The Tenant shall not construct any gate or obstruction on the portion of Heffalump Road that traverses Landlord's property.

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. The Tenant shall provide the Landlord's Passive Parks Manager with a code or key to each locked gate or door on the leased premises for use in emergency situations.

13. LOCKOUT. If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the property, Premises or any part thereof. 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 Lease.

15. RIGHT OF INSPECTION. Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from dawn to dusk during the term of this Lease and any renewal thereof to enter the leased Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the leased Premises. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the two (2) barn buildings themselves and liability insurance which does not cover Tenant's livestock, 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.

17. 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 Premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

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

21. 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 thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, 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.

22. 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.

23. TERMINATION. Tenant agrees to quit and deliver up the 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 the occurrence of any default event as set forth in Paragraph 21.

24. 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.

25. 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.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand, express mail, 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.

27. OTHER PROVISIONS.

a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

d. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

e. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

f. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

g. **Captions.** The section headings appearing in this Agreement are for convenience of

reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

Signature Page to Follow

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

LANDLORD:
Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANTS:

Witness

Edwin R. Olsen

Witness

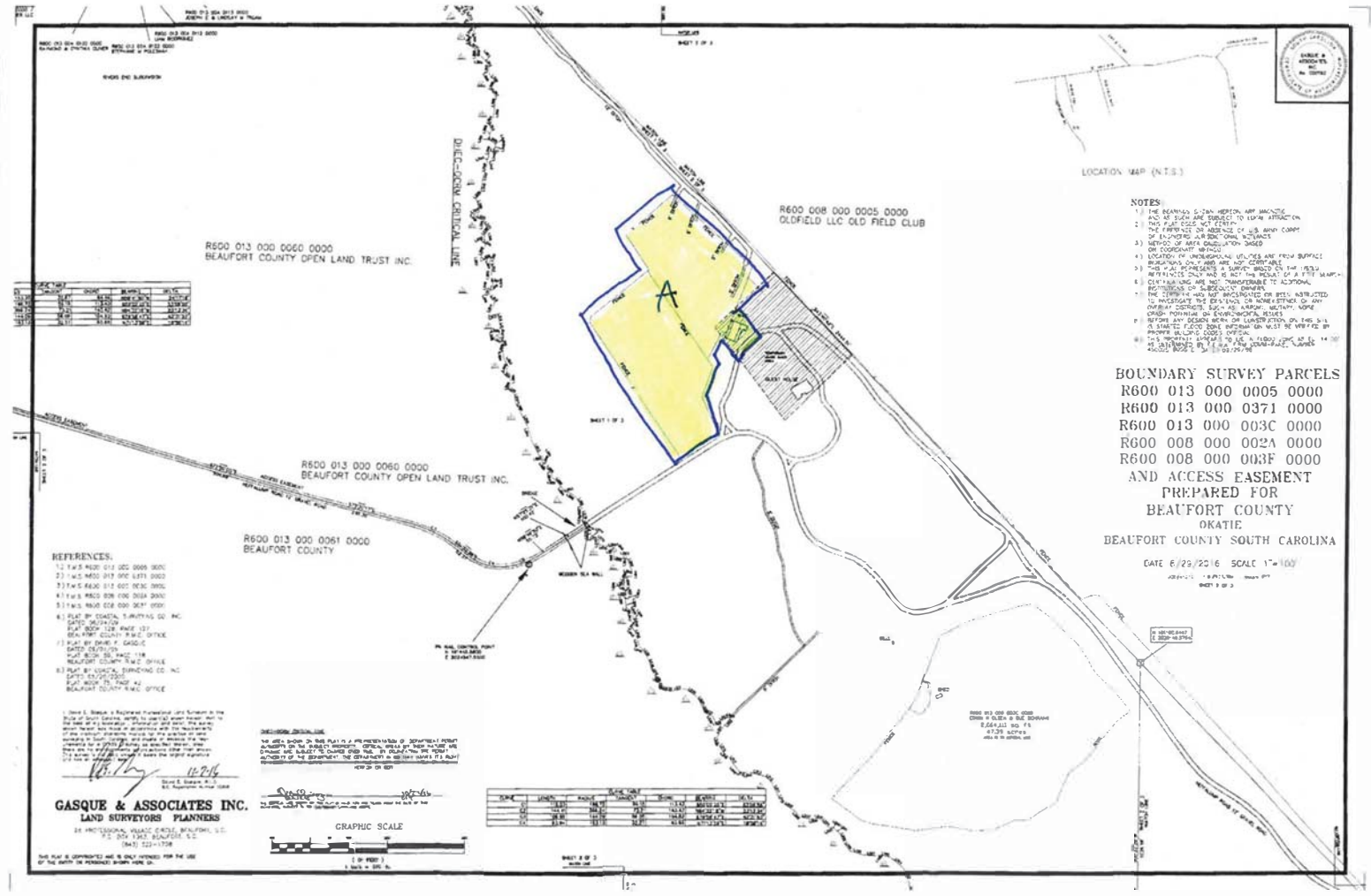
Witness

Sue Schrank Olsen

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.

Exhibit A



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 _____, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, **Edwin R. Olsen, Sue Schrank Olsen, Leanna McMillan, and Chris Newton**, with a mailing address of 1 Heffalump Road, Okatie, South Carolina 29909, hereinafter collectively referred to as "Tenant".

Whereas Landlord leases to Tenant the following described Premises:

1. DESCRIPTION OF LEASED PREMISES. All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate one (1) acre area consisting of a single family residential dwelling unit, associated yard and adjacent barn, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portion on that survey attached hereto and incorporated by reference as "Exhibit A" ("Premises").

2. TERM. The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16th day of December, 2019, and terminating on the 16th day of December, 2020, unless terminated sooner pursuant to the provisions of this Lease.

a. Renewal. The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of this Lease.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the 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 Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the 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 they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a single family residential dwelling unit and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a single family residential dwelling unit. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

a. Pets/Animals. Tenant is permitted two (2) dogs on the Premises, which must be secured at all times within the dwelling unit, the dwelling unit fenced yard, or the associated fenced barn field. Tenant's dogs must be leashed and under control at all times when unconfined from the dwelling unit or barn yards. At no time are dogs allowed to roam freely on the Landlord's property.

b. Storage. Tenant shall store and secure any and all personal property within the confines of the dwelling unit and/or its associated barn. Tenant's personal property is not permitted to be stored outside on the Landlord's property. Tenant shall not be permitted to store any hazardous or dangerous materials on the Premises without prior written consent by the Landlord.

8. HOURS OF OPERATION. Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the property surrounding the Premises generally known as the Olsen Tract, but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the 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, neighboring property owner's, or Landlord's peaceful enjoyment of the surrounding passive park property; (8) dispel or cause to have dispelled from the Premises 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 (1) interior maintenance of the dwelling unit and associated barn; (2) maintenance of the exterior fencing of the dwelling unit yard, barn and associated livestock field; and (3) mowing and landscape maintenance of the dwelling unit yard.

10. 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 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 premises or the surrounding property owned by Landlord. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the 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 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. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. Landlord shall be responsible for all exterior maintenance of the dwelling unit and associated barn, including the roofs. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and the structural components of the dwelling unit and associated barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such major items unless the Premises are rendered uninhabitable through no fault of the Tenant, in which case the repairs or replacements must be completed by Landlord. If, in the opinion of the Landlord, such repair or replacement or inhabitation is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at their expense, to improve the décor and appearance of the interior of the dwelling unit and associated barn on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

12. LOCKS and KEYS. Tenant agrees not to change any locks on any door, mailbox, gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. Tenant shall provide the Beaufort County Passive Parks Manager with a key to each locked gate or door on the Premises for use in emergency situations.

13. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the Premises or any part thereof. 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 Lease.

15. RIGHT OF INSPECTION. Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from Monday to Sunday between 8:00am and 5:00pm during the term of this Lease and any renewal thereof to enter the Premises for any reason whatsoever; however, Landlord shall not enter the single-family residence on the Premises without giving Tenant 48 hours' prior notice. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the dwelling unit and barn 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 \$100,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

17. 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 Premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

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

21. 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 thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, 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.

22. 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.

23. TERMINATION. Tenant agrees to quit and deliver up the 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 the occurrence of any default event as set forth in Paragraph 21.

24. 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.

25. 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.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through hand delivery, express mail, or certified mail addressed to Tenant at the 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, express mail, 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.

27. OTHER PROVISIONS.

a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

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f. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

g. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

Signature Page to Follow

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

LANDLORD:
Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANTS:

Witness

Edwin R. Olsen

Witness

Witness

Sue Schrank Olsen

Witness

Witness

Chris Newton

Witness

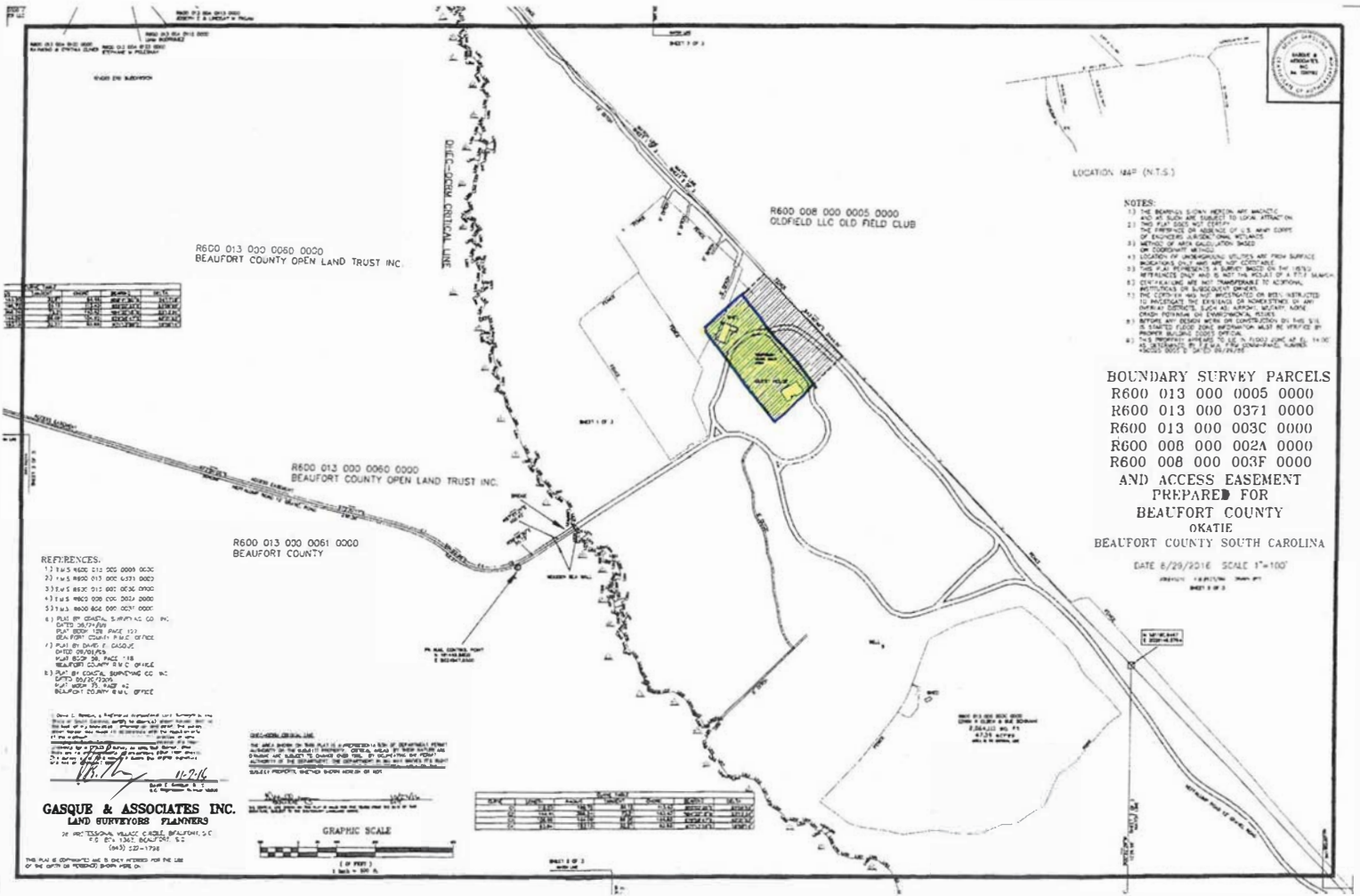
Witness

Leanna McMillan

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.

Exhibit A





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendations Report from the Communications and Transparency Committee

Council Committee:

County Council Regular Meeting

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Chris Inglese, Deputy Administrator; Sarah Brock, Clerk to Council; Bill Lisbon, FOIA Specialist

Issues for Consideration:

The attached is a draft recommendation report for the Council's consideration and adoption.

Points to Consider:

The final report summarizes topics presented to and discussed by the Communications and Transparency Committee and provides recommendations to improve communications and transparency by Beaufort County Government.

Funding & Liability Factors:

The recommendations include funding staff positions for implementation and management of the identified tasks.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve the recommendation report, as approved by the Communications and Transparency Committee on Feb 10, 2020.

County Council of Beaufort County

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Communications and Transparency Recommendation Report

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February 24, 2020

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Background

In July 2019, Beaufort County Council established the Communications and Transparency Committee for the purpose of reviewing Beaufort County Government’s practices, procedures and policies to communicate with [in the county organization and with](#) county citizens and to ensure the transparency of county government.

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Scope

The following report identifies key areas of concern with Beaufort County Government’s communications and transparency practices and provides recommendations to improve these areas.

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FOIA / Elevation Certificates

Situation: Approximately 70% to 75% of all records requests made under the Freedom of Information Act include a request for elevation certificates (EC). ECs are typically filed with the county during construction of new structures located in Flood Zones "V," "A," or "B" within the unincorporated portions of the county. Historically, ECs have been filed alongside other building permit-related documents in one file. The county maintains as many as 200,000 individual Building Inspections-Codes Department files, most of which are scanned and in digital format, although some are still on microfiche. It is not uncommon for permit files to be indexed under outdated parcel identification numbers and street addresses that were current at the time the permit was issued. FOIA requests for ECs currently require a member of county staff to search every Building Inspections file pertaining to the requested property to locate the ECs, if any exist. Typically, this process takes 150 minutes or less per property across two departments, and FOIA requests for ECs are usually responded to within a day or two after they are made and at no charge.

Discussion: In order to place all ECs online, at least two dedicated staff members would need to be temporarily hired, trained and employed for a period of no less than approximately two years to search every Building Inspections-Codes file, locate and extract the EC, verify its corresponding address and index it according to current property ID numbers and street address in order for it to be searchable to the public. By completing this project, Beaufort County will likely reduce the number of FOIA requests by at least 50%. Importantly, the public will have a free tool available to search the County's existing records of EC's thereby making it unnecessary to file a FOIA request to obtain an existing EC.

Recommendations:

- Fund and hire two temporary employees on a temporary (approximately 2 years) basis to work within the Records Management Department or Register of Deeds Department to work solely on the EC project.
- ~~Management Department to work solely on the EC project.~~
- Develop procedures to scan/index all future ECs for posting online.
- Develop a searchable portion of the county website to host ECs.

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Public Information Officer / Public Information Department

Situation: The county does not have a Public Information Officer (PIO) nor a dedicated public information department under the county administrator. The county ~~does has not had not have~~ a designated spokesman or liaison with the news media since May 2018; reporters currently contact members of county staff directly or submit FOIA requests for public records. The creation and distribution of internally produced content, such as press releases and social media posts, typically handled by PIOs in other counties, is currently overseen by the Assistant County Administrator for Civic Engagement & Outreach and performed on behalf of the county by staff in the Communications and Accountability Department, from several departments (Broadcast Services, Communications & Accountability, others) or, in some cases, by various departments themselves (e.g. Library, Parks & Recreation, Animal Services, others?). The county does not have a strategic communications plan or up-to-date internal policies regarding public information practices, such as content creation, distribution and social media engagement. (The last apparent public information policy on record was adopted via Policy Statement PS-12 on March 22, 1999.)

Discussion: ~~The lack of a~~Having a PIO, public information department and/or public information plans, policies and procedures has contributed to an adverse~~would enhance~~ the relationship between the county government and the local news media and the general public. An experienced PIO is capable of advising council, administrator and staff on public and media relations, responding to media requests and serving as a spokesperson, creating policy and procedures, and coordinating content creation and distribution throughout the county.

Administration has begun the search for a County PIO. In order to expedite hiring a PIO, Administration is using vacancy transferred funds for two unfilled Communications positions in the Civic Engagement and Outreach Division (One Administrative Assistant and one Communications specialist/community services manager). Combining the two positions provides the funds needed for the PIO salary. However, for effective county operations the two Civic Engagement and Outreach Division positions will eventually need to implementation of many of the recommendations in this report, the communications staff needs to be fully staffed and the two position should be restored.

Recommendations:

- Reorganize county structure to create a Public information Relations Information department~~Department~~, encompassing the following functions: content creation and distribution, website content management, ~~application~~ development and content management, media relations to include spokesperson, administration of FOIA program, public information ~~public relations~~ policy and procedure development.
- Fully fund and hire a PIO to serve as Public information Relations Information department ~~Department~~ head. Consolidate the Communications, FOIA, and Broadcasting departments/functions under the supervision of the PIO.

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~~Consider providing policy for free or reduced responses to FOIA requests for Media/Journalists.~~
~~Consider a policy that provides the lowest hourly rate possible for any hourly work performed in response to a FOIA request.~~

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Audit/Review of Website Content

Situation: The county operates a central public website (at <http://www.beaufortcountysc.gov>) for Beaufort County Government. (Additional websites/domains also exist for some county government departments (e.g. Library, Parks & Recreation, ~~others?~~) and elected officials (e.g., Sheriff, Treasurer, ~~others?~~.) Among county departments, the content on beaufortcountysc.gov is inconsistent and, in some cases, not organized in a user-friendly manner or lacks commonly requested information. Currently, each department’s content is determined at ~~their-its~~ discretion and maintained by a staff member in each department using web-editing software (i.e., Cascade). There is also no procedure or ~~requirement-directive~~ for departments to review/update their content on a routine basis. There is no minimum standard for content format/style/organization on each department’s webpage. ~~(Are the pages being reviewed by anyone outside their department before they go live?)~~

(Case in point: the Building Inspections Department page uses at least three different names for the department: “Building Codes,” “Building Inspections” (plural) and “Building Inspection (singular) and Code Enforcement Department” (which is confusing since you have a separate Code Enforcement Department). The page also includes no information on how to request building records, although this is the most common type of record requested under FOIA, or user friendly information on flood zones/elevation certificates.)

Discussion: For the last two decades, a government entity’s website has been a key tool for providing information to the public and being transparent. In general, a robust website reduces work for county employees because it provides information to the public in a “self-serve” manner. To maximize transparency and service to the citizenry, the webpage must be consistent, easily comprehensible, well-organized and well-stocked with as much information as possible. A domain-wide review/audit of the site would identify inconsistencies and deficiencies in its current content and organization. The review/audit should include input from objective point of views, such as a panel of county resident~~see or a professional consultant~~.

Recommendations:

- ~~Fund and hire consultant~~ Direct Public Information Officer~~IQ~~ and staff to conduct a review of County’s website(s) and identify inconsistencies/deficiencies.
- Develop standard requirements for all department webpage content.
- Direct staff to provide additional content as necessary (e.g., reports, contracts, forms, fact sheets, how-to’s, etc.).
- Develop a standard style/formatting/branding guide or policy to be used in all county communications and transparency tools (e.g., website, social media platforms, County Connect App, news releases, etc.) to promote professional and unified communications for the county.
- Include branding of County’s communications and transparency tools (e.g. financial transparency link, County Connect App, Nixel, Social Media connections, and other tools) through the website and other communications.

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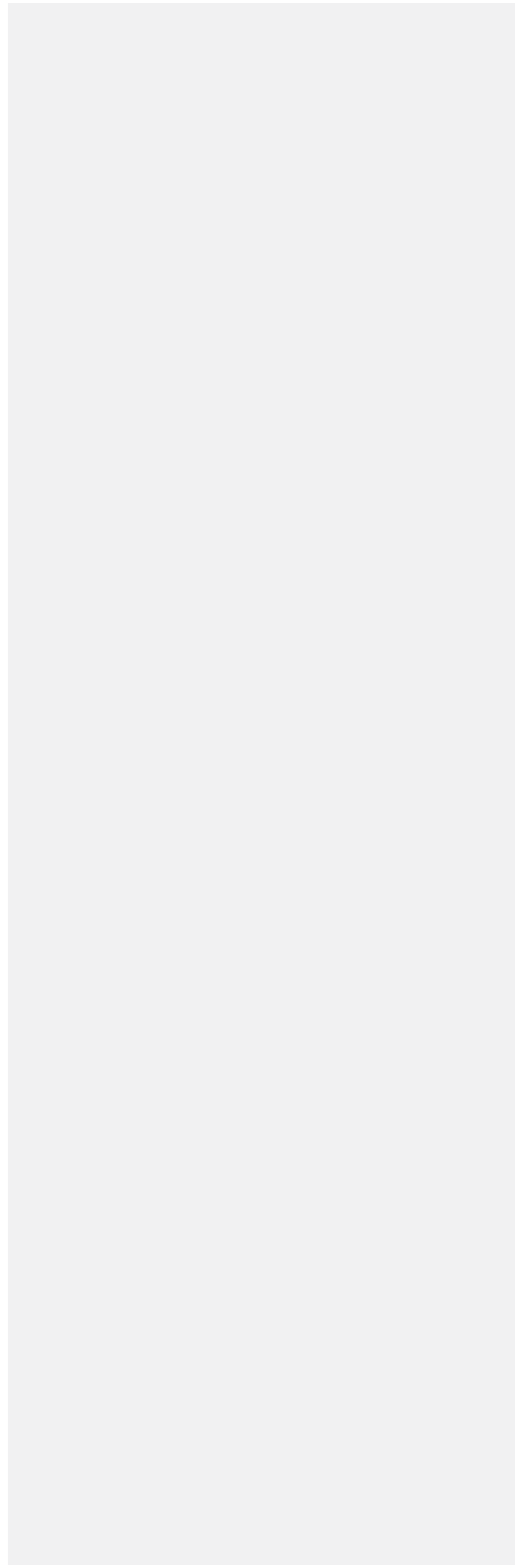
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The County Channel / Public Meeting Availability/Viewing

Situation: FOIA law requires all meetings of public bodies to be open to the public, although it does not require that they be broadcast or recorded. The County Channel broadcasts all council and committee meetings and select board and commission meetings, as well as other community events and internally produced content. The County Channel's programming is accessible via the county's website (both live and on-demand) and through local cable television service providers (e.g., Hargray, Comcast, Spectrum). It is not available via satellite service providers (DirecTV, Dish Network). The county does not broadcast meetings via other methods, such as Facebook Live, nor are they currently staffed to do so. The County Channel does not have a TV channel app (used via newer television steaming technologies such as Amazon Fire Stick, Apple TV, Roku, etc.) The county does not have a means for public comment via remote access.

Discussion: The county is providing already unlimited access to its meetings by providing live feeds and recordings of public meetings via its website. Virtually everyone has some form of access to the internet—at the very least it is available for free at all Beaufort County libraries—while more traditional viewing of cable or satellite TV is in steady decline. Still, given that significant portions of Beaufort County's population still use these technologies, as well as TV channel apps becoming more prevalent, the county should explore expanding to satellite and apps and assess the cost/benefit ratio of each to ensure it is an effective use of county funds.

Recommendations:

- Research the necessary steps to broadcast The County Channel via most widely used satellite service providers in the county and perform a cost/benefit analysis.
- Research the necessary steps to develop a TV channel app for The County Channel and perform a cost/benefit analysis.
- Research ways and perform a cost/benefit analysis to facilitate public comment from a remote location for via interactive communications via technology.
- Research feasibility to begin and/or begin using Facebook Live and YouTube Live to broadcast council and committee meetings.

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Internet Access in Remote Areas

Situation: TBD

Verify: Cable television/internet service is not available in all portions of Beaufort County. Areas not covered by cable are potentially covered by satellite or cellular service. High-speed wireless cellular service (i.e., 3G or higher which enables internet access via cellphones) is not available in all portions of Beaufort County.

Discussion: TBD At the December 16, 2019, meeting of the Communications and Transparency task force Committee, Century Link, Comcast, and Hargray presented information regarding the availability of internet access in remote areas of Beaufort County. The presentations also included potential opportunities for expanding their services as well as questions about what specific areas of the county are lacking in delivery of high speed internet services.

Further research is required to determine, with specificity, which areas of the county are in need of access to high-speed internet service and to identify the obstacles hindering service (i.e. infrastructure costs, user income, geographical barriers, etc.). By mapping out the areas of greatest need in relation to existing infrastructure, the county can begin to master plan for promote access to high-speed internet and/or cable television service deliver internet connection throughout the county. With a master plan in place, the county can better prepare for implementation with a goal of connecting all of Beaufort county to high-speed internet.

Recommendations:

TBD (pending CSP/ISP presentations in Dec.) based on the presentations, a needs assessment should be funded by County Council. The needs assessment can assess, with specificity, areas of the county in need of delivery of high speed internet servie- Fund a needs assessment to assess areas of the county in need of high-speed internet.

- Once a needs assessment is performed, direct - It is recommended that the Beaufort County Economic Development Corporation, and the County Planning Department work together, and possibly with a citizen task force made up of wide range of stakeholders, to create a master plan for ensuring available internet connections throughout the county. By mapping out the areas of greatest need in relation to existing infrastructure, the county can begin to master plan for deliver internet connection throughout the county, with a master plan in place, the county can better prepare for implementation with a goal of connecting all of Beaufort county to high speed internet.

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Social Media Usage / Policy

Situation: Beaufort County Government has profiles on the ~~four~~ five major social media platforms, Facebook, Twitter, Instagram, LinkedIn and YouTube (as “The County Channel”). Departments and elected officials also manage other profiles including Emergency Medical Services, Library, Parks and Recreation, Animal Services, Voter Registration, individual council members, Sheriff, Emergency Management Division, Treasurer and Auditor.

The county posts internally produced content, such as press releases, photos and videos, to these platforms on a regular basis, and it shares other useful information from other sources.

The county does not have a written policy for the use of social media in official capacities, although it does have a social media policy regarding employees’ use of social media on an individual basis (see Employee Handbook 3.14, Aug. 1, 2016 ed.).

Discussion: Social media, regardless of its platform, is a means for organizations to communicate directly with the public on platforms that are now wide-spread and commonplace. Social media platforms are constantly emerging with varied amounts of success. The county is currently operating on the right platforms to ensure maximum coverage. While platforms such as SnapCehat or Reddit ~~LinkedIn~~ may be popular, they also may not be appropriate platforms for information dissemination.

Operating multiple social media profiles, both across and within platforms, for various departments/functions runs the risk of being too decentralized, requiring the public to identify, subscribe and constantly check myriad profiles to receive county news and information. Accounting for these social media profiles and assessing their usage and function, as well as eliminating outdated, unnecessary or “dead” accounts would eliminate confusion and streamline social media usage by the county.

Policy and procedures for official social media usage would ensure news/content is distributed on a consistent, synchronized and strategic basis, as well as ensure communication to the public via these platforms is professional and made on behalf of Beaufort County Government.

Recommendation:

- Develop policy and procedures for official social media usage by Beaufort County Government and
 - other county entities.
- Account for all social media profiles used by any/all Beaufort County Government departments and determine if they are used and/or necessary. Eliminate unnecessary and outdated accounts.
- Monitor trends in social media to ensure Beaufort County Government stays current, relevant.

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Public Information Access Training

Situation: Beaufort County Government makes available vast amounts of information via its website. This includes property data, deeds, budgets, spending reports, resolutions, ordinances and meeting agendas and minutes, among other types of information. Other records are available upon request (via FOIA or from some departments directly, such as some court records). However, finding this information or learning how to request it is sometimes difficult for the average citizen. Beaufort County currently offers no training for its citizens on navigating its website, using various search tools or submitting FOIA requests.

~~administration has begun a program called "employee empowerment through information technology." The program provides Gis/mapping training and website update training to county employees. Additionally, the program provides incentives for employees to complete available online training for a suite of Microsoft products including Outlook, word, excel, powerpoint and more. The program will be introduced in calendar year 2020.~~

~~similarly, the county can consider providing technology training to the public. it could be called "citizen empowerment through information technology." the trainings for the public should focus on training citizens how to use the county's gis/mapping program, how to find property information, how to pay your tax bill(s) and how to use the county website to find the information sought. the trainings can be held at the public libraries and brought to professional associations and property owners' associations.~~

Discussion: What is sometimes considered as a lack of transparency is only a lack of awareness of already available public records or the procedures involved in obtaining them. Providing free training on a routine basis, such as monthly in a county facility, would be a valuable service to Beaufort County residents. Training geared toward specific groups who frequently request records, such as realtors, Property Owners associations, insurance, chambers of commerce, etc. would also have value and potentially eliminate unnecessary FOIA requests. The citizenry would have the information sought at their fingertips, and staff time assisting citizens with readily available information would be reduced.

~~The administration has begun a program called "employee empowerment through information technology." The program provides GIS/mapping training and website update training to county employees. Additionally, the program provides incentives for employees to complete available online training for a suite of Microsoft products including Outlook, Word, Excel, PowerPoint and more. The program will be introduced in calendar year 2020.~~

~~Similarly, the county can consider providing technology training to the public. It could be called "citizen empowerment through information technology." The training sessions for the public should focus on training citizens how to use the county's GIS/mapping program, how to find property information, how to pay your tax bill and how to use the county website to find the information sought. The training can be held at the public libraries and brought to professional associations and property owners' associations.~~

Recommendations:

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- Develop a training course based on frequently requested/accessed information.
- Provide training course on a routine basis at county facilities (e.g. libraries).
- ~~consider~~ Appoint a dedicated "training" staff person member that can proactively support both employee trainings and county information-related trainings with the public.

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Special Purpose Applications

Situation: The county currently uses the following mobile applications (“apps”) for distributing and/or receiving information to/from Beaufort County residents: Beaufort County Connect and Beaufort County Mosquito Control Mobile Reporting App. (Note: Nixel is only used by Beaufort County Sheriff’s Office.)

The County Connect app is primarily used to report issues and make service requests (potholes, drainage issues, traffic signal outages, animal complaints, and other non-emergency requests) to local government, where it will be routed to the correct department. It is also a platform to view press releases issued by the county and links to traffic cameras operated by the Sheriff’s Office.

The Beaufort County Mosquito Control Mobile Reporting App allows people submit service or inspection requests and access other information.

Both are available to download for free via the Apple App Store, but only the County Connect app is available on the Google Play Store.

The county also uses a service called GovDelivery (Granicus) to distribute general news and information as well as meeting announcements to subscribers via email or text.

The county uses a feedback back feature on its website called CitizenGram, which allows residents to send a message to most county departments.

Discussion: Mobile apps are useful but can sometimes be so narrowly focused in function that they are not used. It may be better to have website-based functions rather than myriad special-purpose applications.

Recommendations:

- Research usage of the Mosquito app and consider enfoldng its function into the County Connect app, or if kept separate, update app for inclusion on Google Play Store.
- ~~Research possibility of Expand scope including more information toof the~~ Expand scope including more information toof the County Connect app ~~to include more information~~, such as schedule of upcoming
 - public meetings.
- Increase public awareness of the County Connect app, GovDelivery and CitizenGram as means for
 - the public to communicate with the county and vice versa.

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Use of Executive Session

Situation: A public body is meeting. It has complied with all the requirements of FOIA. It wants to go into executive session. Can it do so? If so, what process must it follow and what if any limitations exist?

Discussion: Executive Session issues are controlled, generally, by S.C. Code Ann Sec. 30-4-70 (a) and (b). Sec. 30-4-70 (a) allows public bodies to enter into Executive Session for the following purposes: (1) discussion of employment; (2) discussions of contracts and to receive legal advice on a host of issues; (3) discussion relating to security personnel and devices; (4) investigative proceedings regarding criminal conduct; (5) economic development matters and one other matter which is unrelated to local government work. Sec. 30-4-70(b) requires a public body to vote on a motion to enter into Executive Session. If the motion is successful, the presiding officer is then required to announce the specific purpose(s) of the Executive Session. The only exception to the 'specific purpose' requirement applies to employment or proposed economic expansion. Disclosure of the individual or the entity under discussion is not required to be disclosed.

Council can discuss the issues presented fully and exhaustively, but it cannot take any action and it cannot commit the body or its members to any course of action. Listing of Executive Session on Agendas is preferred under FOIA but not required. Entering into Executive Session when the matter appears on an Agenda requires only a simple majority vote. Entering into Executive Session when it does not appear on an Agenda requires a motion, a two-thirds vote of the members present and voting, and a statement of the purpose of the Executive Session.

Note, if an item is one which will not appear before the body again and which the public will, therefore, not have an opportunity for public comment after prior public notice in accordance with FOIA, then it cannot be added to an agenda for final action even if the motion to add it receives a two-thirds vote unless Council expressly finds that an emergency or an exigent circumstance exists if the item is not added to the Agenda. This provision is not found in Sec. 30-4-70 but rather in S.C. Code Ann Sec. 30-4-80 which deals with notices of meetings of public bodies. Council should assume courts will give such action strict scrutiny and reverse the action taken unless it meets the stringent requirements of this code provision.

The law is clear: public business must be performed in an open and public manner so that citizens are advised of the performance of public officials and of the decisions that are reached in public activity and in the formation of policy. Such is the foundation of democratic society. "Every meeting of all public bodies shall be open to the public unless closed pursuant to Section 30-4-70." When it is appropriate, and only when it is appropriate under Section 30-4-70 (a), Council should enter into Executive Session to discuss the business of the people.

Recommendations:

- Ensure public bodies are compliant with state law in their use of executive session.
- When executive session is scheduled, provided clear details as to the scope and purpose of the session on the agenda.

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Public Comment Opportunities at Public Meetings

Situation: ~~T~~There has been much recent discussion about public comment at committee and council meetings. ~~T~~he public comments section of ~~C~~ounty ~~C~~ouncil's public meetings provides citizens an opportunity to address the council about matters that matter most to them. Beaufort County has a long history of providing two opportunities for public comment at council meetings. The current edition of the Rules and Procedures manual for Beaufort County Council (amended November 9, 2015), provides guidelines for public comment. It establishes a 15-minute segment upon conclusion of the review of the minutes and another 15-minute segment at the end of the meeting, with speakers limited to three minutes each.

Discussion: ~~p~~Public comment is an extraordinarily valuable way for citizens to interact with their elected council. County ~~e~~Council should preserve and promote citizens opportunity to address council in the public comment sections of committee and council meetings. County ~~e~~Council may establish reasonable rules of decorum to ensure civil and respectable public comments.

Recommendations:

~~p~~ublic comments opportunities should ~~e~~Continue to be provided public comments opportunities at the beginning and the end of committee and council meetings.

- ~~p~~Preserve three minutes for each speaker unless under extraordinary circumstances doing so would be clearly impracticable.

- Amend Rules and Procedures manual to expand each public comment session to 30 minutes maximum, with the first segment being reserved for comment on agenda items only and the second segment open to any subject.

- Consistently apply any rules of decorum adopted by council.

- ~~a~~Adopt an ordinance with clear expectations and implement ways to remind speakers of the expectations.

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Transparency of Rural and Critical Land Purchases

Situation: Current practice utilizes executive session for presentations about proposed purchases of land for the Rural and Critical Lands program. There is no requirement for the use of executive session. However, sometimes the seller requests confidentiality. Other times the terms of the negotiation are sensitive because if negotiations are public, an interested third party could offer a higher price resulting in a loss of the proposed purchase.

Discussion: There has been some interest in an open process that would include public comment regarding potential purchases. Administrative staff have considered the requests for a more transparent process and concluded that generally, negotiations are sensitive enough that it is appropriate to use executive session during the negotiating phase. However, the materials presented to Council, in executive session, for their decision to approve a purchase of land can be immediately disclosed and available to the public upon a majority vote of Council approving the proposed purchase. The County's agent for Rural and Critical Lands purchases has been instructed to change language in the Purchase Agreements to inform a seller that information regarding the purchase will remain confidential until a majority vote of council approves the purchase, at which time the material will be available to the public. Additionally, the Clerk to Council's office has agreed that materials presented in executive session regarding a purchase of land will be immediately available after a majority vote of County Council approving the land purchase.

Recommendations:

- Disclose all materials presented to Council in executive session, for their decision to approve or deny a purchase of land, to the public immediately upon a majority vote of Council approving the proposed purchase. It may benefit County eCouncil to have voted to decline moving forward on potential purchases of property for the rural and critical lands so that the backup materials considered for the decision can be released. When "no action" is taken, the materials considered in the decision to take no action remains confidential.

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Use of Personal Devices for County Communication and Business

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Situation: Some county employees and officials conduct or have conducted official county communication and business on personal devices or via personal email accounts. The county does not have a policy regulating or prohibiting the use of personal devices/email for county communication or business. County email accounts and smartphones are available for any employee or official who requires them in the course of their official duties.

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FOIA requests for emails and text messages from personal accounts or devices, typically for those sent or received by County Council members, are common and require those individuals to search, compile and produce those records as requested. (The county IT department is only capable of searching/compiling emails and text messages sent or received via county owned/administered accounts/devices and not from personal accounts.)

Discussion: Any materials produced in the course of conducting official county business, regardless of the medium, should be considered public records and are subject to FOIA law. This includes emails, text messages and other forms of written, audio or video correspondence.

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State law already requires public records, as defined by South Carolina Code of Laws 30-4-20, to be archived and/or turned over to a person's successor (30-1-40) and makes it illegal to destroy records (30-1-30). Most council and administration correspondence is either a 5-year record or a permanent record per General Records Retention Schedules for County Records (12-503.15). Conducting county business on personal devices is problematic as it relies solely on the individual to maintain those records, to provide them as requested under FOIA and to provide them to successors or Records Management for archiving. Additionally, those records have the potential to be lost should the employee or official lose the device, resign, etc.

Use of personal accounts/devices does not promote a professional, official or transparent appearance and can potentially breed distrust in county government or its employees/officials as they could be seen as conducting public business "off the books."

Recommendations:

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- Create ordinance directing all county employees and elected officials to conduct Beaufort County business exclusively on Beaufort County-owned/issued devices or via platforms administered by the county and banning all use of personal email accounts and phones for county business or communication.

- Ensure all County Council members are issued laptops and cellphones with county maintained numbers/accounts to be used when conducting official county business.

FOIA Fees for Individuals with Low Income

Situation: It is possible that some individuals or organizations are unable to afford the fees for a FOIA request or are initially discouraged from submitting a FOIA request because of the potential cost. The county has no way to quantify these instances, nor does the county offer reduced-cost options for individuals meeting certain financial criteria.

State FOIA law (SC Code 30-4-30 (B)) permits public bodies to charge a fee not to exceed the actual cost of the search, retrieval and redaction of records responsive to a FOIA request as well as the cost of printing physical copies and postage, if necessary. It also stipulates that this fee “shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request.”

It is currently the county’s policy to charge for the actual time/labor required to fulfill a request if it takes more than 30 minutes to complete. The county also charges for printing physical copies and postage when applicable; however, most records are provided electronically via email and, as of late November 2019, larger files, which were provided on a flash drive, are now provided via an online drive for download at no additional cost. In 2019, approximately 90% of all requests were fulfilled with no charge. Of the remaining 10%, half cost \$25 or less and only 2% were more than \$100. As of Jan. 31, 2020, out of 161 requests submitted thus far in 2020, only four, or 2.5%, have required payment. There is no cost associated with simply submitting a FOIA request, and if upon receiving the bill for a FOIA the requester does not wish to pay for it, they don’t have to.

Discussion: Allowing for a low-cost option or fee waivers based on financial need of the individual or organization is possible. However, making the determination for who qualifies would require the individual to provide some sort of proof validating their financial need, and that proof would likely require personal financial data and other private information it is not in the county’s best interests to obtain or retain.

The option of waiving FOIA fees altogether would likely increase the number and scope of requests received by the county potentially becoming overly burdensome.

One compromise would be to set a cap on the hourly rate the county charges. Setting a flat rate is another possibility; however, it must be less than or equal to the county’s lowest paid employee in order to comply with the law.

Recommendations:

- Option 1: Maintain current county policy of charging applicable fees for FOIAs.
- Option 2: Set an hourly rate cap (\$20.00 to \$25.00?) the county will charge to fulfill FOIA requests.

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FOIA Fees for News Media

Situation: Members of the news media routinely submit Freedom of Information Act (FOIA) requests to Beaufort County Government for various types of county records. Until recently, the county's policy was provide no special considerations to news media in terms of charging fees for the actual cost for the search, retrieval and redaction of records and any physical materials or postage required to deliver the records, as permitted by the state's FOIA laws (SC Code 30-4-30 (B)).

On November 22, 2019, the Beaufort County Administrator established an informal policy waiving all fees related to fulfilling FOIA requests from news media as long as the requests are not burdensome to staff. The parameters of what constituted "burdensome" were not established.

Discussion: News media are a vital part of American democracy who serve as a watchdog of all levels of government on behalf of the general public and publish or broadcast their reports to a wide public audience.

South Carolina Code 30-4-30 (B) states: "Documents may be furnished when appropriate without charge or at a reduced charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public."

While the Administrator's policy promotes transparency and a positive working relationship with the media, it should be balanced with some stipulations to ensure records request are not overly burdensome to county staff and costly to Beaufort County citizens whose tax dollars ultimately pay for the work. These stipulations might include setting a cap of the "free" hours of work required to fulfill a FOIA and requiring media to pay for additional hours at a reduced rate. Additionally, the county might establish a definition of what constitutes "news media," given that the internet allows anyone to publish news reports (e.g. a blog with limited readership or a YouTube channel with limited viewers).

Recommendations:

- Maintain informal policy of waiving fees for FOIA requests from news media, but set cap of free hours to 10 hours per request, after which charge a reduced rate of \$7.00 per hour.
- Incorporate formal policy concerning FOIA requests from media into future public information policy and procedures to be developed by the Public Information Officer.

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BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution by Council supporting certifications and assurances to the SC Department of of Transportation on behalf of the Disabilities and Special Needs (DSN) Department

Council Committee:

County Council Regular Meeting

Meeting Date:

February 24, 2020

Committee Presenter (Name and Title):

Bill Love, DSN Executive Director and/or Beth Cody, DSN Fiscal Operations Manager

Issues for Consideration:

The Beaufort County DSN Department has applied to SCDOT for a \$50,000 grant from the Section 5310 Program - Elderly Individuals and Individuals with Disabilities - to assist with local transportation needs for its Day Program services. The DSN Department must submit to SCDOT specific certifications and assurances necessary to release funding along with an accompanying resolution from County Council.

Points to Consider:

The Beaufort County DSN Department has worked with SCDOT since 2013 for the coordination of transportation for adults with disabilities. The collaboration between the County and private entities such as Owl, Inc. is an effort to use multi-modal strategies as promoted by the Lowcountry Council of Governments Metropolitan Planning Organization.

Funding & Liability Factors:

County Council approved DSN's contract for transportation with Owl, Inc. totaling \$283,140 on May 28, 2019. DSN budgeted \$285,000 (line item 24420011-51230). This estimated budget includes \$225,000 of Medicaid funds from the SC Department of Disabilities and Special Needs, \$50,000 from SCDOT, and \$10,000 of General funds as the local match required by the grant.

Council Options:

Approve or disapprove the resolution.

Recommendation:

Approve the resolution allowing disbursement of funds to the Beaufort County DSN Department. The Community Services Committee unanimously approved the resolution during its meeting on February 3, 2020.

RESOLUTION 2020 /

A RESOLUTION SUPPORTING CERTIFICATIONS AND ASSURANCES TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) ON BEHALF OF THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS (DSN) DEPARTMENT FOR RELEASE OF TRANSPORTATION GRANT FUNDING IN THE AMOUNT OF \$50,000

WHEREAS, the DSN Department has worked with SCDOT since 2013 for the coordination of transportation for adults with disabilities; and

WHEREAS, the DSN Department has applied to SCDOT for a \$50,000 grant from the Section 5310 Program - Elderly Individuals and Individuals with Disabilities - to assist with local transportation needs for its fiscal year 2020 Day Program services; and

WHEREAS, the DSN Department must submit to SCDOT specific certifications and assurances required to release funding along with an accompanying resolution from Beaufort County Council; and

WHEREAS, Beaufort County Council approved the DSN Department's contract for transportation services with Owl, Inc. totaling \$283,140 on May 28, 2019, which included a budgeted amount of \$285,000 including \$225,000 of Medicaid funds from the SC Department of Disabilities and Special Needs, \$50,000 from SCDOT, and \$10,000 of General Funds as the local match required by the grant application terms; and

WHEREAS, the collaboration between Beaufort County government and private entities such as Owl, Inc. is an effort to use multi-modal strategies as promoted by the Lowcountry Council of Governments Metropolitan Planning Organization; and

WHEREAS, Beaufort County Council is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the State of South Carolina for federal and/or state funding and wishes to authorize the Beaufort County Administrator to file application with the SCDOT on behalf of the DSN Department for federal and/or state funding to assist in providing community and/or human services transportation services; and

WHEREAS, if this application is approved, Beaufort County Council wishes to resolve that the DSN Department will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and

NOW, THEREFORE, BE IT RESOLVED, Beaufort County Council agrees to comply with all applicable FTA and SCDOT program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application attached herewith.

Council authorizes the Beaufort County Administrator to file application with the SCDOT on behalf of the DSN Department for federal and/or state funding to assist in providing community and/or human services transportation services, and to provide applicable certifications and assurances, and sign agreements required for the funding.

Council resolves that the DSN Department will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses;

Council resolves that the County will will comply with all Federal Transportation Administration and SCDOT Program statutes and regulations directives, certifications and assurances to arry out the transportation program described in the application for funding.

ADOPTED this 24th day of February, 2020

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Exhibit A

Beaufort County Disabilities and Special Needs Department Application to the South Carolina Department of Transportation for \$50,000

SFY2019-2020
(FFY2019)
LEGAL & AUTHORIZING SIGNATURES
Updated March 15, 2019

Office of Public Transit
Signature of Authorization Form
REQUIRED OF ALL APPLICANTS

Agency Name: County Council of Beaufort County - Disabilities and Special Needs Department	Telephone: 843-255-6298 Web Address: www.beaufortcountysc.gov/dsn/
Primary Mailing Address/City/State/Zip: 100 Clear Water Way, Beaufort, SC 29906	Secondary Address/City/State/Zip:
Federal ID Number: 57-6000311	DUNS: 141608690

Contractual Agreements

Shown below are original signatures of individuals authorized to sign contractual agreements for this agency.

Type Name: Ashley M. Jacobs
Title: County Administrator
Email: ashley.jacobs@bcgov.net
Phone: 843-255-2023

Original Signature and Date

Type Name: _____
Title: _____
Email: _____
Phone: _____

Original Signature and Date

Type Name: _____
Title: _____
Email: _____
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Original Signature and Date

Type Name: _____
Title: _____
Email: _____
Phone: _____

Original Signature and Date

SFY2019-2020
(FFY2019)
LEGAL & AUTHORIZING SIGNATURES
Updated March 15, 2019

Authorization to Access Electronic System

Shown below are original signatures of individuals authorized to access the Office of Public Transit electronic system(s) to initiate and approve documents for this agency.

Preparers:

Type Name: Beth Cody

Title: Fiscal Operations Manager

Email: bcody@bcgov.net

Phone: 843-255-6298

Original Signature and Date

Type Name: _____

Title: _____

Email: _____

Phone: _____

Original Signature and Date

Type Name: _____

Title: _____

Email: _____

Phone: _____

Original Signature and Date

Approvers:

Type Name: Bill Love

Title: Executive Director

Email: wlove@bcgov.net

Phone: 843-255-6290

Original Signature and Date

Type Name: _____

Title: _____

Email: _____

Phone: _____

Original Signature and Date

SFY2019-2020
(FFY2019)
LEGAL & AUTHORIZING SIGNATURES
Updated March 15, 2019

(Required of all Subrecipients of funding administered by SCDOT OPT)

RESOLUTION BY COUNTY COUNCIL TO APPLY FOR FUNDING

County Council of Beaufort County - Disabilities and Special Needs Department

(Agency Name)

is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the state of South Carolina for Federal and/or State funding and hereby Ashley M. Jacobs (*Authorized Representative) of _____ (Agency) to file application with the South Carolina Department of Transportation (SCDOT) on behalf of County Council of Beaufort County - Disabilities and Special Needs Department _____ (Agency) for federal and/or state funding to assist in providing community and/or human services transportation services. If this application is approved:

County Council of Beaufort County - Disabilities and Special Needs Department

(1) The Board resolves that the _____ (Agency) will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and

(2) The Board agrees to comply with all FTA and SCDOT Program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application.

****Note that Authorized Representative and Witness MUST be 2 separate individuals (2 different names).***

APPROVED AND ADOPTED

This _____ day of, _____ 20_____.

*

Signature of Attesting Witness

Signature of Authorized Party

Printed Name of Attesting Witness

Printed Name of Authorized Party

SFY2019-2020

FFY2019

Updated March 15, 2019

(Required of all Subrecipients of funding administered by SCDOT OPT)

ATTORNEY'S CERTIFICATION
FOR
APPLICANT TO APPLY FOR FUNDING

I have examined the (charter, articles of incorporation, enabling legislation, etc.) under which
County Council of Beaufort County - Disabilities and Special Needs
Department _____ (Agency) is legally eligible to apply for funding under
Federal Transit Administration statutes and regulations, directives, certifications and
assurances. It is my opinion County Council of Beaufort County - Disabilities and Special
Needs Department _____ (Agency) can legally enter
into contracts with the State of South Carolina for the purpose of carrying out the proposed
program(s) and meets the eligibility requirements of funded grant programs.

Signature of Attorney

Printed Name of Attorney

Date

SFY2019-2020

FFY2019

Updated March 15, 2019

South Carolina SFY2019-2020

**FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FEDERAL
TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Required of All 5310/5311/5339 or other FTA Fund Applicants / Subrecipients)

Signature pages alternate to providing Certifications and Assurances in TrAMS.

Name of Applicant: County Council of Beaufort County - Disabilities and Special Needs Department

The Applicant certifies to the applicable provisions of categories 01–18. ____ (Initial)

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01	Certifications and Assurances Required of Every Applicant
02	Tax Liability and Felony Convictions
03	Lobbying
04	Private Sector Protections
05	Transit Asset Management Plan
06	Rolling Stock Buy America Reviews and Bus Testing
07	Urbanized Area Formula Grants Program
08	Formula Grants for Rural Areas
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs
11	Enhanced Mobility of Seniors and Individuals with Disabilities Program
12	State of Good Repair Grants
13	Infrastructure Finance Programs
14	Alcohol and Controlled Substances Testing
15	Rail Safety Training and Oversight
16	Demand Responsive Service
17	Interest and Financing Costs
18	Construction Hiring Preferences

SFY2019-2020

FFY2019

Updated March 15, 2019

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant: County Council of Beaufort County - Disabilities and Special Needs Department

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Ashley M. Jacobs, County Administrator
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County Council of Beaufort County - Disabilities and Special Needs Department

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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LOCAL MATCH IDENTIFICATION FOR FTA PROGRAM FUNDING
 County Council of Beaufort County - Disabilities and Special Needs Department

(Legal Name of Applicant)

5310

Program (e.g., 5311, 5339, SMTF, 5310)*

Eligible Expense	Total Amount	Federal Share	SCDOT Share	Estimated Local Share
Administration	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
Operations	\$ _____	\$ _____ (50%)	\$ _____	\$ _____
Capital (Non- ADA or CAA)	\$ 285,000	\$ 50,000 (80%)	\$ _____	\$ 285,000
Capital (ADA & CAA)	\$ _____	\$ _____ (85%)	\$ _____	\$ _____
Planning & Technical Assistance	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
Mobility Management	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
TOTAL	\$ 285,000	\$ 50,000	\$ _____	\$ 235,000
	Funding Request	Federal Share	Estimated SCDOT Share	Estimated Local Share

The estimated total Local Match will be available from the following sources*:

Source of Local Share	Amount
<u>SC DDSN Medicaid funds</u>	\$ <u>225,000</u>
<u>County General Funds</u>	\$ <u>10,000</u>
_____	\$ _____
_____	\$ _____

*Cash fares are not considered a source of local match.

TOTAL \$ 235,000

**complete a single local match form for each project award (e.g.: one for small urban 5310 and one for rural 5310)*

I, the undersigned representing (legal name of agency) County Council of Beaufort County - Disabilities and Special Needs Department do hereby certify to the South Carolina Department of Transportation that the required estimated local match for the requested Federal and/or State administered program, which has a period of performance of **July 1, 2019** – **June 30, 2020**, will be available by **July 1**. In kind match must be an allowable expense under the program and value documented for audit/compliance review.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

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UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
FFY2019
MASTER AGREEMENT (22)

(Required of All 5310/5311/5339 or other FTA Fund Applicants / Subrecipients)

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit) for a specific Award authorized by:

- Federal transit laws, 49 U.S.C. chapter 53, as amended, by the following:
 - The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted, and
 - The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
- Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
- Title 23, United States Code (Highways).
- Other federal legislation FTA administers, as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions governing the administration of the Project that FTA has financed with Federal assistance (funds or funding) awarded through an Underlying Agreement with the Recipient, which can take the form of any:

1. FTA Grant Agreement, including an FTA Grant Agreement for a Tribal Transit Program Project,
2. FTA Cooperative Agreement, or
3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, or Line of Credit.

The general terms and conditions contained in Federal Transit Administration's Master Agreement shall be followed subject to any additions, revisions or modifications required by FTA, SCDOT and/or State of South Carolina. Any violation of a requirement in the Master Agreement applicable to the Subrecipient or this project may result in penalties to the violating party. Requirements that do not apply to Subrecipients or this project will not be enforced.

Acknowledgement of FTA Master Agreement:

Signature: _____ Date: _____
Authorized Representative of Applicant

Title: _____

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FFY2019 FTA Master Agreement (22) language is contained in a separate document

FFY2019 FTA Certifications and Assurance language is contained in a separate document

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(FFY2019)
PROGRAM SIGNATURE DOCUMENTS

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
APPLIES TO ALL APPLICANTS

I, Ashley M. Jacobs, County Administrator

(Name and title of authorized official)

hereby certify to the South Carolina Department of Transportation, on behalf of

County Council of Beaufort County - Disabilities and Special Needs Department

(Agency Name) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Title of Authorized Representative
Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS—
PRIMARY COVERED TRANSACTIONS
APPLIES TO ALL APPLICANTS**

The Applicant/Subrecipient under this FTA project County Council of Beaufort County - Disabilities and Special Needs Department
(Name of Agency)

certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not, within a three year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default;
- (d) Have not, within a three year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Subrecipient will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(a) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

1. Will comply with Federal debarment and suspension requirements, and
2. Reviews the "System for Award Management (SAM)" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200

(If the applicant/subrecipient is unable to certify to any of the statements in this certification, such Grantee shall attach an explanation to this certification).

THE APPLICANT/SUBRECIPIENT, County Council of Beaufort County - Disabilities and Special Needs Department
(Name of Agency)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF TITLE 49 CFR PART 29 AND FTA CIRCULAR 2015.1 ARE APPLICABLE THERETO.

Signature/Title of Authorized Representative
Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

SFY2019-2020
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PROGRAM SIGNATURE DOCUMENTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER-TIER COVERED TRANSACTIONS
APPLIES TO ALL APPLICANTS**

The Applicant/Subrecipient under this FTA project County Council of Beaufort County - Disabilities and Special Needs Department
(Name of Agency)

certifies to the best of its knowledge and belief, that it and its prospective lower-tier participants:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (b) if the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.
- (c) that subrecipient will review the “System for Award Management (SAM)” at <https://www.sam.gov>, to ensure that lower-tier participants are not debarred or suspended, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200

THE APPLICANT/SUBRECIPIENT,

County Council of Beaufort County - Disabilities and Special Needs Department
(Name of Agency)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF TITLE 49 CFR PART 29 AND FTA CIRCULAR 2015.1 ARE APPLICABLE THERETO.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

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PROGRAM SIGNATURE DOCUMENTS

TITLE VI PROGRAM REPORT

APPLIES TO ALL APPLICANTS

Reporting Period: July 1, 2018 – Present

Legal Name of Applicant: _____
County Council of Beaufort County - Disabilities and Special Needs Department

I certify that to the best of my knowledge that no complaints or lawsuits alleging discrimination have been filed against the applicant during the reporting period.

OR

The following Title VI complaints or lawsuits alleging discrimination have been filed with the applicant during the reporting period:

Complainant Name/Address/Telephone Number	Date	Description	Contacted SCDOT Title VI Office? (Y/N) and Date	Status/Outcome

(Attach an additional page if required.)

I certify that to the best of my knowledge that the statement above is true and correct for the requested reporting period.

Signature/Title of Authorized Representative _____ Date _____

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative _____

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**STATEMENT
REGARDING THE MAXIMUM UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
APPLIES TO ALL APPLICANTS**

To the extent authorized by applicable Federal law and regulation, the applicant agrees to facilitate, and assures that each Third Party Participant will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project.

THE APPLICANT expresses its commitment to use SCDOT Certified DBEs in all aspects of contracting to the maximum extent feasible. The goals will be set and incorporated into your grant agreement.

THE APPLICANT or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that certified DBEs have the maximum opportunity to compete for and perform contracts.

THE APPLICANT will make every effort to locate certified DBEs and purchase materials and services for use in the applicant's grant. THE APPLICANT shall document the steps it intends to take and has taken to obtain DBE participation.

THE APPLICANT is advised that should they find responsible and responsive certified DBEs from which they can purchase these materials or services it will then ensure and affirm that the DBE firm is eligible to receive payment through this grant agreement. SCDOT will make available names of DBEs, that they have certified, that have the capability to furnish these materials (published as the [SCDOT Unified DBE or SBE Directory](#)).

All bidders, proposers and contractors will receive notice of THE APPLICANT'S commitment to the DBE through mail-outs and pre-bid notifications. DBE participation will be a factor in awarding contracts and will be monitored during the performance of the contract.

The APPLICANT is responsible for submitting DBE quarterly reports to SCDOT as required for all applicable Federal programs administered and awarded by SCDOT. Supporting documentation for DBE quarterly reports shall be retained by the applicant for a period of three (3) years following closeout of the contract.

Failure to carry out the requirements set forth in 49 CFR Part 26 shall constitute a breach of contract and, after the notification to FTA and the SCDOT Office of Public Transit, may result in termination of the grant agreement by SCDOT or such remedy as SCDOT deems appropriate.

Signature/Title of Authorized Representative
Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

DBE GOOD FAITH EFFORTS CERTIFICATION
APPLIES TO ALL APPLICANTS

This is to certify that in all purchase and contract selections the Applicant is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

- Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
- Document telephone calls, emails and correspondence with or on behalf of DBEs;
- Advertise purchase and contract opportunities on local TV Community Cable Network;
- Request purchase/contract price quotes/bids from DBEs;
- Monitor newspapers for new businesses that are DBE eligible;
- Encourage interested eligible firms to become SCDOT certified. Interested firms should contact the SCDOT Office of Business Development and Special Programs (DBE Program Development Unit);
- Consult [SCDOT Unified DBE or SBE Directory](#). A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this Directory at
- Other efforts: Describe: _____

Documentation of all good faith efforts shall be retained by the applicant for a period of five (5) years.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts of:

County Council of Beaufort County - Disabilities and Special Needs Department
Agency Name

Signature/Title of Authorized Representative
Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

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APPLIES TO ALL APPLICANTS

Other Provisions

ETHICS ACT

By submitting an application, the Applicant certifies that they have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

QUALIFICATION OF APPLICANT

To be eligible for award of a contract, a prospective recipient of State funds must be responsible. In evaluating an Applicant's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Applicant must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that an Agency is ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS – REQUIRED INFORMATION

In order to evaluate an Applicant's responsibility, the Applicant may, at the request of SCDOT, submit the following information or documentation for itself and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of the Operating expenses:

- (a) Include a brief history of the Applicant's experience in providing work of similar size and scope.
- (b) Applicant's most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- (c) List of failed projects, suspensions, debarments, and significant litigation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)(1) By submitting an Application, Applicant certifies, to the best of its knowledge and belief, that-

(i) Applicant and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Applicant has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Applicant/Subrecipient shall provide immediate written notice to SCDOT if, at any time prior to contract award, Applicant/Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) If Applicant/Subrecipient is unable to certify the representations stated in paragraphs (a) (1), Applicant/Subrecipient must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Applicant/Subrecipient's responsibility. Failure of the Applicant/Subrecipient to furnish additional information as requested by the State may render the Applicant/Subrecipient non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Applicant/Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Applicant/Subrecipient knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, SCDOT may terminate the contract resulting from this solicitation for default.

SUBCONTRACTOR – IDENTIFICATION

If you intend to subcontract with another business for any portion of the work/project and that portion exceeds 10% of your Operating expenses, your application must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

DRUG AND ALCOHOL TESTING. Applicants or subrecipients that receive only Section 5310 program assistance are not subject to FTA's drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR part 382).

Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

An FTA compliant testing program, as required by the receipt of FTA operating or capital funding (5307, 5309, 5311), may be used for Section 5310 employees; there is no need to have separate testing programs. Employees of a subrecipient of Section 5310 funds from a state or designated recipient of another FTA program (e.g., 5307 or 5311) should also be included in the designated recipient's testing program.

DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any federal or state agency to certify they will maintain a drug-free workplace.

BUDGET ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price shall be consistent with the awarded Contract Scope/Project; Is dependent upon the availability of SCDOT-Administered SMTF; and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Subrecipient:

- (a) by agreement on a fixed budget adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit costs specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the project scope or modification or subsequently agreed upon; or
- (d) in such other manner as the parties may mutually agree;

(2) Submission of Financial or Cost Data. Upon request of SCDOT, the Subrecipient shall provide reasonably available factual information to substantiate that the budget adjustment is reasonable and consistent with the provisions of Section 11-35-1830.

County Council of Beaufort County - Disabilities and Special Needs Department

Agency Name

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

Date

SFY2019-2020
(FFY2019)
Updated March 15, 2019

End of Program Signature Documents



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Amendment to Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes

Council Committee:

County Council

Meeting Date:

February 24, 2020

Committee Presenter (Name and Title):

Charles Atkinson, Building Codes Director

Issues for Consideration:

Amendment to Beaufort County Code of Ordinances, Section 74-64 is requested to more clearly reflect the specific versions of mandatory codes that are currently enforced in Beaufort County.

Points to Consider:

Requested amendment will better reflect the specific version of state-mandated codes that are enforced in Beaufort County.

Funding & Liability Factors:

None.

Council Options:

Approve, Reject or Modify

Recommendation:

Staff recommendation is for approval.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Reappointments to Board of Assessment Appeals

Council Committee:

Finance

Meeting Date:

February 18, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Reappointment of :
Wayne Corley
Bruce Doneff
Kenneth Joy
Stephen Koch

Points to Consider:

Funding & Liability Factors:

none

Council Options:

Approve, Modify, Reject

Recommendation:

Rigg, Elizabeth

From: Wayne Corley <waynecorley@me.com>
Sent: Tuesday, December 3, 2019 11:03 AM
To: BAABeaufort
Cc: Wayne Corley
Subject: Fwd: Re-appointment

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Liz,

Below is the email I sent on November 12th concerning re-appointment. Is this sufficient?

Wayne

Begin forwarded message:

From: Wayne Corley <waynecorley@me.com>
Subject: Re-appointment
Date: November 12, 2019 at 3:04:38 PM EST
To: BAABeaufort@bcgov.net
Cc: Wayne Corley <waynecorley@me.com>

Liz,

I am available for re-appointment to the BAA for another term. Please also note that my address should be Bluffton (Okatie) and not Hilton Head Island.

Thank you,

Wayne Corley

Wayne Corley
Charter One Realty & Marketing
Broker Associate
1024 Berkeley Hall Blvd.
Bluffton, SC 29909
(843) 247-3131

Bruce J. Doneff
Stratagic Communications Consulting

60 Scipio Road
Beaufort, SC 29906
843.476.3022 (cell)
843.379.9514 (office)

Greetings;

With this letter, I wish to state my request to be reappointed as a member of the Beaufort County Board of Assessment Appeals.

Thank you and best regards,



Bruce J. Doneff

RECEIVED

DEC 03 2019

BEAUFORT COUNTY
ASSESSOR'S OFFICE

Vaughn, Tithanie

To: Rigg, Elizabeth
Subject: RE: RE-Appointment to Board of Assessment Appeals

From: Kenneth Joy <kenjoy1941@gmail.com>
Sent: Sunday, November 24, 2019 4:12 PM
To: BAABeaufort <BAABeaufort@bcgov.net>
Subject: Re: RE-Appointment to Board of Assessment Appeals

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Re-sending my conflict of interest statement. Please confirm receipt of same as it sounds that some may have not been received.

Happy thanksgiving,

Ken joy

On Wed, Nov 13, 2019 at 8:13 AM Kenneth Joy <kenjoy1941@gmail.com> wrote:

Miss Rigg,

Please accept this as my request for re-appointment to the Beaufort Board of Assessment Appeals. My service on the Board assists me in completing my civic responsibility.

Attached please find the updated conflict of interest statement.

Best regards,

Kenneth W. Joy
14 Canters Circle
Bluffton, SC 29910

Stephen L. Koch

8 Hadley Lane
Hilton Head Island, SC 29926
843-689-6870
skoch1940@gmail.com

RECEIVED

NOV 02 2019

BEAUFORT COUNTY
ASSESSOR'S OFFICE

November 26, 2019

Liz Rigg
BOAA Coordinator
Beaufort County, SC

Dear Ms. Rigg

Please accept this letter as my request to continue serving on the Beaufort County Board of Assessment Appeals when my current term expires in 2020.

If you require any other information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Stephen L. Koch". The signature is written in a cursive style with a large, prominent "S" at the beginning.

Stephen L. Koch



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Local ATAX and HTAX Grant Awards

Council Committee:

Finance

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Hayes Williams, Finance Director

Issues for Consideration:

Each year, Beaufort County awards grant funds from available Accommodations Tax and Hospitality Tax collections. For the 2019-2020 award cycle, the County instituted an online application process; from October 1 through December 31, 2019, applications were accepted from local entities. During that timeframe, twenty (20) applications were received, including three (3) from Beaufort County Departments. The total award requests totaled \$2,850,883.00.

Points to Consider:

County staff reviewed and scored the applications; the results are included on the attached spreadsheet along with award recommendations.

Funding & Liability Factors:

Available funds as of June 30, 2019 for making awards are as follows:
20010011 - Local Accommodations Tax: \$1,800,000
20020011 - Local Hospitality Tax: \$2,200,000
Total Funds: \$4,000,000

Council Options:

Approve staff recommendations as provided
Suggest edits to award amounts

Recommendation:

Approve the award of local accommodations tax and local hospitality tax as proposed.

ORDINANCE NO. 2020/ ____

AN ORDINANCE TO APPROPRIATE GRANT AWARDS TO LOCAL ENTITIES FROM THE COUNTY'S LOCAL (3%) ACCOMMODATIONS TAX AND LOCAL HOSPITALITY TAX COLLECTIONS FOR THE YEAR ENDING JUNE 30, 2019.

WHEREAS, Beaufort County Council ("County Council") is authorized to utilize Local Accommodations Tax ("Local A-Tax") and Local Hospitality Tax Funds ("Local H-Tax") for limited tourism-based purposes described in Beaufort County Code Ordinance Sec. 66-44 and Sec. 66-534; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states "authorization to utilize any funds from the 'County of Beaufort, South Carolina, Local Accommodations Tax Account' shall be by ordinance duly adopted by the County Council; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-534(b) states "authorization to utilize any funds from the 'County of Beaufort County, South Carolina, Hospitality Tax Account,' shall be by ordinance duly adopted by the County Council"; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities from October 1, 2019 through December 31, 2019 to receive grant funds from those locally collected Local A-Tax and Local H-Tax; and

WHEREAS, County staff received twenty (20) applications and has reviewed and scored each application for the purpose of making award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's Local (3%) Accommodations Tax and Local Hospitality Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third and Final Reading

Public Hearing

Second Reading

First Reading

County Council of Beaufort
Local Atax Htax Awards
2019-2020
Revised 02/25/2020

Applying Organization	Amount Requested	HTAX or ATAX	Appropriate ATAX Category	Project Description	Was Application Complete?	Score	Project Awarded?	Award Amount	Staff Recommendation
Beaufort Area Hospitality Association	\$ 10,000	Atax	Reserve	Print advertising across SC, GA and NC as well as social media marketing	Yes	85	Yes	\$ 10,000	Award full amount
Beaufort Area Hospitality Association	\$ 10,000	Atax	Reserve	Advertising and promotion - Radio and TV Marketing of event	Yes	85	Yes	\$ 10,000	Award full amount
Beaufort County Black Chamber of Commerce	\$ 55,000	Atax	Reserve	African Fashion Week 2020	Yes	50	Partial	\$ 13,500	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 65,000	Atax	Reserve	Gullah Christmas 2020	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 55,000	Atax	Reserve	Kentucky Derby 2020	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 35,000	Atax	Reserve	Southeast Regional Business Summit	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Heritage Tourism Corporation	\$ 270,000	Htax	N/A	Operations costs to get organization up and running	No	0	No	\$ -	Project does not meet criteria of atax or htax expenditures; Marketing Plan not included; Tourism impact vague. They requested \$90,000 per year for three years.
Beaufort County Open Land Trust	\$ 25,000	Htax	N/A	Capers Creek Access Purchase for Reconstruction Era National Park	Yes	85	Yes	\$ 25,000	Award full amount
Beaufort County Open Land Trust	\$ 272,268	Htax	N/A	Port Royal Island Battlefield Property Purchase	Yes	0	No	\$ -	It appears that the Battlefield will become Beaufort County property. There is a building located on the property that would require maintenance or demolition as well as the general maintenance of the 12.16 acres.
Beaufort County - Engineering Department	\$ 43,795	Htax	N/A	Demolition of existing structures at County-owned Camp St. Mary's	No	0	No	\$ -	Demolition does not fit the criteria of atax or htax expenditures. Engineering needs to come back with a planned passive park that can be used by local residents and tourists.
Beaufort County - Public Works	\$ 196,000	Htax	N/A	CC-Haigh Landing Improvements	Yes	100	Yes	\$ 196,000	Award full amount
Beaufort County - Engineering Department	\$ 160,000	Htax	N/A	Spanish Moss Trail Planning	Yes	100	Yes	\$ 160,000	Award full amount.
Bluffton Historical Preservation Society	\$ 10,000	Htax	N/A	Heyward House/Museum and Welcome Center Improvements	Yes	95	Yes	\$ 10,000	Award full amount
Campbell Chapel Community Development	\$ 165,000	Htax	N/A	Planning for restoration of Campbell's Historic Chapel	Yes	85	Yes	\$ 140,000	Award partial amount; reduction due to cost of a professional fundraiser, which does not fit atax or htax criteria
Coastal Discovery Museum	\$ 792,880	Htax	N/A	Planning and Design of New Museum	Yes	85	Yes	\$ 792,880	Award full amount; question about the Town of Hilton Head Referendum
Daufuskie Marsh Tacky Society	\$ 65,000	Htax	N/A	Construction of Facilities for Marsh Tacky Society	Yes	40	Maybe	\$ -	The property in question is owned by Beaufort County. Our understanding is the property is in a conservation easement. We need clarification for what can be placed on the property. We were unclear of the tourism draw to stables.
Friends of Hunting Island	\$ 65,000	Htax	N/A	Virtual Lighthouse in Museum	Yes	100	Yes	\$ 65,000	Award full amount
Greater Beaufort - Port Royal CVB	\$ 51,950	Htax	N/A	Feasibility Study	No	0	No	\$ -	This project does not fit within the criteria of items to be awarded by atax or htax revenues.
Historic Port Royal Foundation & Museum	\$ 4,000	Atax	Reserve	Partial salary for marketing duties and purchase of promotional materials	Yes	80	Partial	\$ 1,000	This amount represents the marketing related materials; the cost of a marketing director does not fit with atax or htax criteria.
Port Royal Sound Foundation	\$ 500,000	Htax	N/A	Construction of a multi-purpose pavilion next to the Maritime Center in Okatie	Yes	80	No	\$ 500,000	Award full amount
Total Requested	\$ 2,850,883							\$ 1,958,480	
									Total Awarded
									Total ATAX (Reserve)
									Total HTAX



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses

Council Committee:

County Council

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Eric Greenway, AICP, Director, Community Development Department

Issues for Consideration:

The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted.

Points to Consider:

Whether this zoning amendment is needed to assist County government in responding to public safety and service needs throughout the county where these needs are warranted.

Funding & Liability Factors:

N/A

Council Options:

Approve or Deny

Recommendation:

Staff recommends approval of the text amendment as submitted. This project was reviewed by the Natural Resources Committee at their February 3, 2020 meeting. They unanimously approved forwarding the amendment to County Council for first reading.



MEMORANDUM

To: Natural Resources Committee, Beaufort County Council
From: Robert Merchant, AICP, Deputy Community Development Director
Subject: Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses
Date: January 13, 2020

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2020-01
Applicant: Beaufort County Staff
Proposed Text Change: Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction – Exemptions to Address County Public Service Uses

B. SUMMARY OF REQUEST:

Beaufort County Staff is requesting an amendment to Article 1, Section 1.3.50 of the Community Development Code (CDC) to provide an exemption for Public Service Uses. The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted.

The request was presented before the BC Planning Commission on Monday, January 6, 2020. By a vote of 6:2, the Text Amendment passed with the following stipulation: “limiting action when warranted by extreme conditions or emergency situations only, as deemed by County Council.”

2020 /

TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1,
SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS
COUNTY PUBLIC SERVICE USES

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

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Sarah W. Brock, Clerk to Court

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

- Chronology
- Third and final reading occurred (Date) / Vote ???
 - Public hearing occurred (Date)
 - Second reading occurred (Date) / Vote ???
 - First reading occurred (Date) / Vote ???
 - Natural Resources Committee discussion and recommendation to adopt the resolution occurred _____ /
Vote ???

Division 1.3: Applicability and Jurisdiction

1.3.10 General Applicability

The provisions of this Development Code shall apply to the development of all land within unincorporated Beaufort County unless it is expressly exempted by a specific section or subsection of this Development Code.

1.3.20 Application to Governmental Units

- A. The provisions of this Development Code shall apply to development by the County or its agencies and departments, or on land owned or otherwise controlled by the County.
- B. To the extent allowed by law, the provisions of this Development Code shall also apply to development by any city, town, state, or federal government or its agencies, departments, or corporate services, or on land owned or otherwise controlled by a city, town, state, or federal government.

1.3.30 Appropriate Development Permits or Approvals Required

No development shall occur without the development permits or approvals appropriate for the development, as set forth in this Development Code.

1.3.40 Compliance with Development Code Required

No land shall be developed without full compliance with the provisions of this Development Code and all other applicable county, state, and federal standards.

1.3.50 Exemptions

- A. The provisions of this Development Code shall not require formal subdivision of land as a result of actions taken by the State of South Carolina and its political subdivisions to acquire land or interests in land for public right-of-way and easements.
- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
 - 1. Thoroughfare standards, in Division 2.9 (Thoroughfare Standards);
 - 2. Wetland standards, in Section 5.11.30 (Tidal Wetlands), and Section 5.11.40 (Non-Tidal Wetlands);
 - 3. River Buffer standards, in Section 5.11.60 (River Buffer);
 - 4. Tree Protection standards, in Section 5.11.90 (Tree Protection);

5. Stormwater management standards, in Section 5.12.30 (Stormwater Standards);
 6. Utility standards, in Section 4.1.210 (Regional (Major) Utility);
 7. Wireless communication facilities standards, in Section 4.1.320 (Wireless Communications Facility).
 8. Historic Preservation standards, in Division 5.10 (Historic Preservation).
- D. The Department of Defense shall be exempt from the standards of this Development Code.
- E. The paving of dirt roads are deemed not to constitute "development" and shall be exempt from the standards of this Development Code if the action meets one of the following conditions:
1. Existing County maintained dirt roads which are improved and/or paved as part of Beaufort County's Dirt Road Paving Program as set forth in Beaufort County Policy Statement 15 and Policy Statement 17;
 2. Private dirt roads with adequate existing Stormwater conveyance systems where the project is not related to a pending or proposed development of adjacent land, and the proposed paving meets the Thoroughfare Construction Specifications in Section 2.9.80. Private dirt roads without adequate existing Stormwater conveyance systems will be required to construct a conveyance system per the County's Stormwater Best Management Practices (BMP) Manual but will not be required to meet the Effective Impervious Values in Table 5.12.30.A or provide Retention/Detention Facilities.

F. County public service uses. Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code § 4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:

1. The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
2. Public hearing for county public service uses. Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved, and the Beaufort County Council will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the hearing and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2019 Annual Report for Rural and Critical Land Preservation Program

Council Committee:

County Council

Meeting Date:

February 24, 2020

Committee Presenter (Name and Title):

Barbara G. Holmes, Beaufort County Contractor; Eric Greenway, CDD Director

Issues for Consideration:

In compliance with Article 2, Chapter V, Division 5 of the Beaufort County Code of Ordinances, the 2019 Annual Report for the Rural and Critical Land Preservation Program was submitted by the Rural and Critical Land Preservation Board to the Natural Resources Committee. The Natural Resources Committee voted on February 3, 2020 to approve the report and submit the report to Council.

Points to Consider:

The 2019 Annual Report was presented by the Beaufort County Open Land Trust, contractor for the Program, to the Rural and Critical Land Preservation Board at its January 9, 2020 meeting. The Report contains all information required by Code Sec. 5-2-288. The Rural and Critical Land Preservation Board voted to submit the Report to the Natural Resources Committee. The report was presented to the Natural Resources Committee on February 3, 2020 and recommended for approval by Council.

Funding & Liability Factors:

None.

Council Options:

Accept or reject the Report.

Recommendation:

Staff recommends Council accept the Report. This was presented at the 02/03/20 NRC meeting.



Annual Report 2019

To: Rural & Critical Land Preservation Program Board
and Beaufort County Council

January 9, 2020

Presented by: Beaufort County Open Land Trust
Contractor, Rural & Critical Land Preservation Program

Beaufort County's Rural and Critical Land Preservation Program (RCLPP) begins 2020 with updated and revised project scoring criteria and revised program ordinances governing the program. County staff and Beaufort County Open Land Trust (BCOLT) worked together for four months to draft the ordinances with the purpose of clarifying procedures and establishing a project approval process that includes appropriate evaluation of all projects by the Rural and Critical Land Preservation Board and County Council.

Program goals for 2019 included protecting high priority targets as identified by the 2014 Greenprint Map and initiating work on the 2020 Greenprint process to update the land acquisition priorities for the program.

The RCLPP Board welcomed two new members in 2019: Mr. Art Baer (District 1) and Mr. Ryan Stefonick (District 8). Currently the District 7 Board position is vacant.

Cumulative Program Statistics (1998-2019)

TOTAL PROTECTED ACREAGE:

Fee Simple	11,564 acres
Conservation Easement	<u>12,416 acres</u>
Total	<u>23,980 acres</u>

TOTAL DOLLARS SPENT ON LAND PURCHASES:

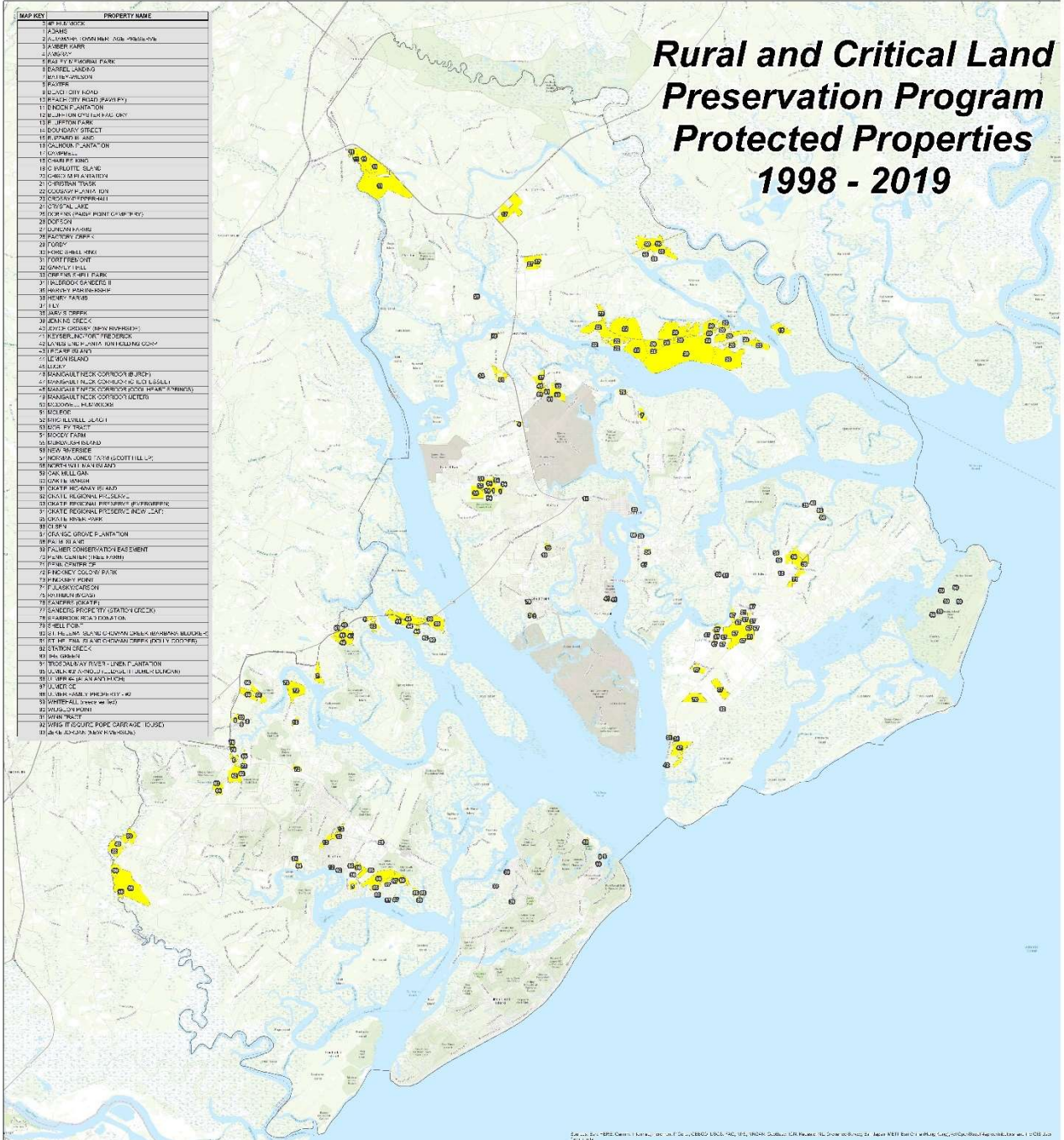
\$ 136,192,127 (includes ~\$8.4 million spent prior to first referendum)



TOTAL PARTNER FUNDS used to leverage County purchases:

\$ 40,399,248

Rural and Critical Land Preservation Program Protected Properties 1998 - 2019

MAP KEY	PROPERTY NAME
1	1 ADAMS
2	2 ALLENHURST COMMONS - 1000 - 1000000000
3	3 ALBION FARM
4	4 ALBION
5	5 ALBION FEDERAL PARK
6	6 DANIEL LANDS
7	7 ALBION PARK
8	8 ALBION
9	9 ALBION
10	10 ALBION CITY FARM
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 Rural and Critical Lands
 Beaufort County Boundary



Map Generated On: 1/7/2020

2019 Land Protection Summary

The Beaufort County Open Land Trust (BCOLT) staff considered fifty-four (54) new properties and (some inquiries, some proactively pursued) and eight (8) 2018 holdover potential properties in 2019. Fifty-four (54) of those properties either did not meet the program criteria, were not high priorities for the program or the landowners not interested in pursuing the funding offered for their property or development rights. Eight (8) properties were brought forward for purchase consideration to the RCLPP Board and two (2) of those projects were ultimately recommended for purchase by Beaufort County Council. One project closed in 2019 and one project is set to close in early 2020.

Bailey Memorial Park – Fee Simple Acquisition



Through the RCLPP, Beaufort County purchased Bailey Memorial Park, a 54.3-acre tract in the Alljoy area in southern Beaufort County, less than 1,000 feet from the May River and less than one mile from Historic Old Town Bluffton. Although this tract had been a strategic land protection target for the County's Rural & Critical Program since 2006, the property was not available for purchase until 2018. It has remained a quiet, forested oasis while surrounding areas have experienced dense residential growth that now exists on three of the four property boundaries. Very few large-acre parcels remain in this area, and less than one mile away on Burnt Church Road, fifty-one single-family homes are being constructed on approximately 12 acres of upland.

Bailey Memorial Park is an unimproved vacant parcel containing a mixture of forested uplands and wetlands, providing significant wildlife habitats and natural stormwater filtration and recharge benefits. Vehicular access is available from the gated entrance road on Confederate Avenue.

This purchase represents the County's continuing commitment to preserving water quality

through the Rural and Critical Land Preservation Program. Bailey Memorial Park is located within one mile of 887 acres of previously protected Ulmer Properties I, II, III and IV (887 acres) and provides approximately 30 acres of wetland drain toward the May River.

Beaufort County will manage the property for optimal ecological benefit and will consider future passive recreational opportunities at the site. A number of developed walking trails exist on the property. Bailey Memorial Park is named in honor of Raymond Harold Bailey, a World War II veteran, past Director of Public Services for Beaufort County and longtime owner and steward of the property.

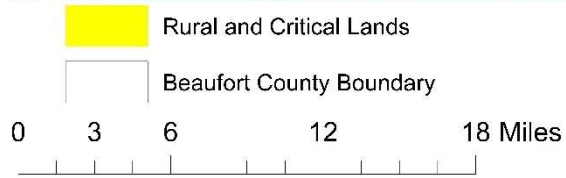
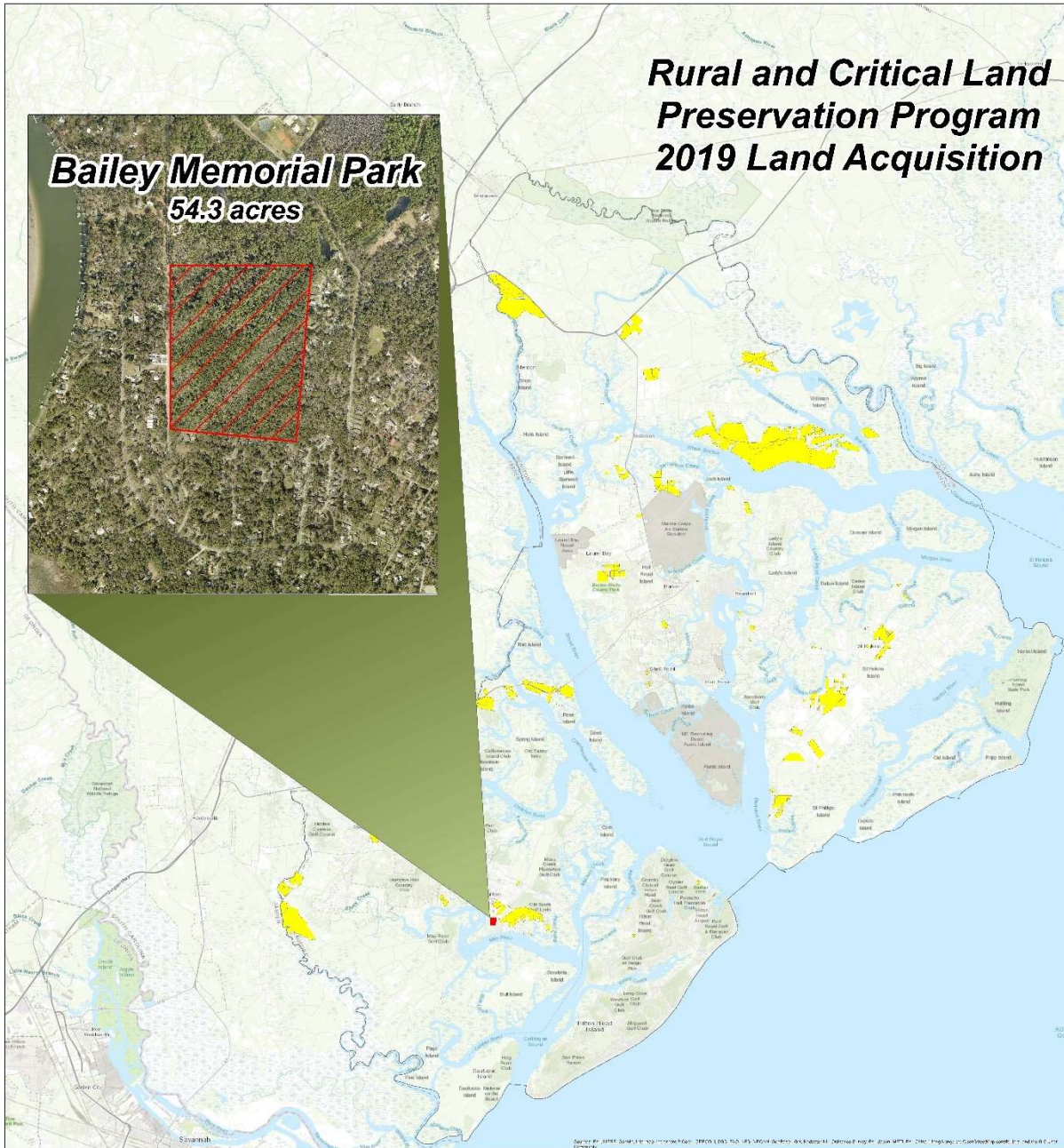
In November 2019, Council approved the execution of a Declaration of Restrictive Covenants on Bailey Memorial Park to protect its conservation values and ensuring its use as a passive park forever.



Total Land Protection/Purchases for 2019:

ACREAGE:	54.3 acres, Fee Simple
DOLLARS SPENT ON LAND PURCHASES:	\$ 1,310,000
TOTAL PARTNER FUNDS:	\$ 0

Rural and Critical Land Preservation Program 2019 Land Acquisition



Additional Program Notes for 2019

- **February 2019:**

Twenty-six stakeholders/partners and the public were invited to provide input and suggestions on the Rural and Critical Land Program by filling out a questionnaire, an online survey or providing public comment at the February 14 RCLP Board meeting.

- The 11-question survey inquired about priorities for land protection, the Project Criteria Ranking Sheets, areas of the County that were important to protect and community expectations.
- A total of five people including three stakeholders and two members of the public provided comment at the meeting.

Mr. Michael Mathews was unanimously re-elected the Chair of the RCLP Board, and Mr. Beekman Webb was elected Vice-Chair.

The Interim County Administrator proposed revised RCLPP Land Acquisition procedures without input from the RCLPB or County Council. From February to April, several proposals for revised Land Acquisition procedures were presented to Council but were not approved.

- **March 2019: Revised Ranking Criteria Evaluated at RCLP Board Retreat**

Recognizing that the criteria used for scoring and analyzing potential land acquisitions could be improved to more accurately reflect current program goals, County staff and BCOLT worked together to revise the ranking systems, one for 'Critical' land projects and one for 'Rural' land projects. At the March 8 Board Retreat, members of the Board thoroughly vetted the proposed revisions and provided suggestions for improvements.

- **April 2019:**

Revised RCLPP Project Ranking Criteria and explanations were approved by the Board at the April 11 meeting.

Council Resolution 2019/18 was approved on April 22, 2019, establishing that a total of \$7,720,000 from existing RCLPP funds and future funding from the 2018 bond referendum could be used toward the Passive Park program.

- **May 2019:**

A summary of the 2020 Greenprint process proposed by County staff and BCOLT was approved by the Natural Resources Committee on May 20. The seven-step process is expected to take twelve months to complete and includes demonstrating program achievements, completing static mapping, meeting with stakeholders and partners, preparing public draft Greenprint maps and narrative, holding public input workshops and presenting the Greenprint to County Council.

- June 2019:

Recognizing that existing Council *Resolution R-2006-3* governing the program could be strengthened and improved to provide clarity and thorough vetting of projects, an *ad hoc* task force of BCOLT representatives and County staff began work on revising the RCLP Program ordinance. The task force also worked on amending the RCLP Board ordinance. This process continued throughout the summer when final versions were agreed upon for presentation to Council.

- September 23, 2019:

County Council approved an ordinance authorizing the issuance and sale of general obligation bonds in an amount not to exceed \$25,000,000 for continued funding of the RCLPP. Beaufort County voters approved these bonds on November 6, 2018, the fifth bond referendum for the program.

- October 28, 2019:

Council Ordinance 2019/48 was approved, re-establishing the Rural and Critical Lands Preservation Program Ordinance in the Community Development Code.

Council Ordinance 2019/49 was approved, amending the Rural and Critical Lands Preservation Board Ordinance.

- November 18, 2019:

Council Ordinance 2019/54 was approved, authorizing execution of a Declaration of Restrictive Covenants on Bailey Memorial Park.

The Beaufort County Open Land Trust looks forward to its continued partnership with Beaufort County protecting the natural resources and open space that makes this County a desired place to live and work. For additional information regarding the information in this report, please contact Barbara G. Holmes, Beaufort County Open Land Trust at (843) 521-2175 or barbara@openlandtrust.com.

Attachments:

1. **RCLPP Ranking Criteria and Descriptions approved April 11, 2019**
2. **Ordinance 2019/48 Rural and Critical Land Preservation Program**
3. **Ordinance 2019/49 Amended Rural & Critical Land Preservation Board Ordinance**



Beaufort County Rural and Critical Land Preservation Board Rural Lands Criteria

Approved April 11, 2019

Property Name:

Scorer:

Owner:

Location:

Parcel Desc.

Acreage:

Section & Criteria Description

<u>Score (0 - 10)</u>	<u>Section Criteria Weight %</u>	<u>Total Section Weight %</u>	<u>Property Ranking</u>
---------------------------	--	---------------------------------------	-----------------------------

I. Property Characteristics: Soil Type and Use

USDA-designated prime, important or unique farm land	50%		
Currently in agricultural or timber production	30%		
Current use of Best Management Practices, erosion & soil mgmt	<u>20%</u>		
	100%	20%	

II. Threat of Conversion from Rural to Developed

Rapidly developing area	40%		
Changing land regulations/zoning	30%		
Competing land transaction (non-agricultural) pending/threatened	<u>30%</u>		
	100%	20%	

III. Sufficient Connections/Size to Ensure Stability of Rural Uses

Proximity to other protected lands	40%		
Provides connections between rural land uses	40%		
Sufficient size for stand-alone rural use	<u>20%</u>		
	100%	20%	

IV. Financial & Stewardship Considerations

Bargain sale aspects	45%		
Leverage of other funding	45%		
Long-term management plan	<u>10%</u>		
	100%	20%	

V. Environmental and Other Public Benefits

Water quality/groundwater recharge	40%		
Flood control/marsh migration	30%		
Protection of wildlife habitat, corridors, buffers	<u>30%</u>		
	100%	20%	

Total Score



Beaufort County Rural and Critical Land Preservation Board Rural Lands Criteria Descriptions

Section & Criteria	Criteria Weight	Criteria Explanation
<u>Property Characteristics: Soil Type/Use (20%)</u>		
USDA-designated prime, important or unique	50%	Is the quality of the land for rural agricultural uses high? Are the soils of the property, as designated by USDA: prime farmland, land of statewide significance, or unique to the state or region?
Currently in agricultural or timber production	30%	Is the entire property, or a portion of the property, currently used for agricultural production or timber production?
Current use of BMPs, erosion and soil management	20%	If the answer to the previous question is yes, is the landowner (or lessee) currently using Best Management Practices including erosion control and soil nutrient management?
<u>Threat of Conversion from Rural to Developed (20%)</u>		
Rapidly developing area	40%	Is the property located in an area that is rapidly developing or is threatened to be converted to non-agricultural use?
Changing land regulations/zoning	30%	How likely is it that the current zoning for this property will be modified to a non-agriculture use and/or how likely is it that an upzoning of the property will be requested and granted for the property?
Competing land transaction pending/threatened	30%	Is there a current sale being offered by a non-agricultural/rural use buyer?
<u>Sufficient Connections/Size to Ensure Stability (20%)</u>		
Proximity to other protected lands	40%	The relationship of the property to publicly owned land and/or property subject to a conservation easement? What percentage of the property boundary is adjacent to protected land? Where does the property fit in with protected land in the same area?
Provides connections between rural land uses	40%	The relationship of the property to property that is used for agricultural, timber, or rural recreational uses. What percentage of the property boundary is adjacent to land subject to these uses?

Sufficient size for stand-alone rural use	20%	If the property is not in close proximity to other protected land or lands used for traditional rural uses, is the property of a sufficient size for stand-alone rural use?
<i>Financial & Stewardship Considerations (20%)</i>		
Bargain sale aspects	45%	Is the property owner willing to sell the property at less than fair market value? To what extent?
Leverage of other funding	45%	Are there other cost-share partners willing to provide funding for the protection of the property? To what degree?
Long-term management plan	10%	Is the landowner willing to commit the financial and other resources necessary to a long-term management plan for the property?
<i>Environmental and Other Public Benefits (20%)</i>		
Water quality/groundwater recharge	40%	To what extent does the property provide groundwater filtration services?
Flood control/marsh migration	30%	To what extent can the property provide natural protections against flooding and/or opportunities for marsh to migrate in response to sea level rise?
Protection of wildlife habitat, corridors, buffers	30%	Does the property contain habitat to support government-classified endangered, threatened or species of concern? Does the property provide connective corridors for wildlife movement between protected areas?



Beaufort County Rural and Critical Land Preservation Board Critical Lands Criteria

Approved April 11, 2019

Property Name:

Scorer:

Owner:

Location:

Parcel Desc:

Acreage:

<u>Section & Criteria Description</u>	<u>Score (0 - 10)</u>	<u>Section Criteria Weight %</u>	<u>Total Section Weight %</u>	<u>Property Ranking</u>
<u>I. Property Characteristics</u>				
Level of threat		25%		
Uniqueness of property		20%		
Historic or cultural features		15%		
Proximity to other protected land		20%		
Consistency w/ applicable Comp. Plan(s)		<u>20%</u>		
		100%	25%	
<u>II. Financial Considerations</u>				
Bargain sale aspects		40%		
Favorable post-sale costs		30%		
Leverage of other funding		<u>30%</u>		
		100%	20%	
<u>III. Public Benefits</u>				
Potential public access/passive recreation		60%		
Vista protection		20%		
Reduction in traffic congestion		<u>20%</u>		
		100%	25%	
<u>IV. Environmental Benefits</u>				
Protection of wildlife habitat		25%		
Protection of wildlife corridors, buffers		25%		
Water quality/groundwater recharge		25%		
Flood control/marsh migration		<u>25%</u>		
		100%	30%	
<u>Total Score</u>				



Beaufort County Rural and Critical Land Preservation Board Critical Lands Criteria Descriptions

Section & Criteria	Criteria Weight	Criteria Explanation
<i>Property Characteristics (25%)</i>		
Level of threat	25%	If the property owner exercised all development rights to the full extent, would the result be adverse to goals of the program and/or detrimental to quality of life in Beaufort County?
Uniqueness of property	20%	Does the property possess unique natural resources with regional significance?
Historic or cultural features	15%	Is the property eligible for listing on the National Register of Historic Places? Is the property associated with historical events in Beaufort County or the United States?
Proximity to other protected land	20%	The relationship of the property to publicly owned land and/or property subject to a conservation easement? What percentage of the property boundary is adjacent to protected land? Where does the property fit in with protected land in the same area?
Consistency w/ applicable Comp. Plan(s)	20%	Is protection of the property consistent with the Beaufort County Comprehensive Plan and/or applicable municipal plan?
<i>Financial Considerations (20%)</i>		
Bargain sale aspects	40%	Is the property owner willing to sell the property at less than fair market value? To what extent?
Favorable post-sale costs	30%	Is the seller committing to providing cash or other resources dedicated for this particular property?
Leverage of other funding	30%	Are there other cost-share partners willing to provide funding for the protection of the property? To what degree?
<i>Public Benefits (25%)</i>		
Potential public access/passive recreation	60%	Does the property have reasonable potential for public access/ passive recreation?
Vista protection	20%	Is the property visibly prominent from public roadways, waterways, or trails? Does it provide important open space for the community?
Reduction in traffic congestion	20%	Will preservation of the property help to ease traffic congestion?

<i>Environmental Benefits (30%)</i>		
Protection of wildlife habitat	25%	Does the property contain habitat to support government-classified endangered, threatened or species of concern?
Protection of wildlife corridors, buffers	25%	Does the property provide connective corridors for wildlife movement between protected areas?
Water quality/groundwater recharge	25%	To what extent does the property provide groundwater filtration services?
Flood control/marsh migration	25%	To what extent can the property provide natural protections against flooding and/or opportunities for marsh to migrate in response to sea level rise?

**AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, WHICH SHALL
BE REFERRED TO AS THE RURAL AND CRITICAL LANDS PRESERVATION PROGRAM
ORDINANCE**

Chapter 26 – COMMUNITY DEVELOPMENT

ARTICLE II – RURAL AND CRITICAL LANDS PRESERVATION PROGRAM

SECTION 26-26: TITLE

This ordinance shall be known as the Rural and Critical Lands Preservation Program Ordinance.

SECTION 26-27: PURPOSE

It is the purpose of this ordinance to:

1. Provide a means by which rural and critical lands may be protected and enhanced as economic and environmental resources of major importance.
2. Encourage landowners to make a voluntary long-term commitment to rural and critical land protection by offering landowners financial incentives and security of land use.
3. Preserve open space; protect critical and natural resources; and/or provide land for passive recreation.
4. Leverage federal, state, local, and private conservation efforts and development rights purchase funds and protect the investment of taxpayers in purchased and donated conservation easements.
5. Provide a means whereby rural landowners can maintain and preserve the rural character of their land through land conservation.
6. Provide compensation to landowners in exchange for their relinquishment of the right to develop their private property.
7. Reduce and defer the need for major urban infrastructure improvements in the rural areas of the county and the expenditure of public funds for such improvements.
8. Provide for the purchase of fee simple interests in lands deemed critical to provide for the protection of the natural resources, historic and cultural significance, passive recreation, viewscapes and lands suitable for public use in a manner consistent with its conservation values.

9. Provide for purchase of development rights and fee simple interest in lands threatened by development, which if it occurs will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives.
10. Provide for purchase of development rights on rural lands, which provide protection of natural resources and stability of agricultural, timber and other open space uses.

SECTION 26-28: FINDINGS

1. Rural and critical lands in many parts of the county are under significant development pressure from expanding urban areas.
2. This urban pressure takes the form of scattered development in wide belts around urban areas and brings conflicting land uses into juxtaposition, creates high costs for public services, and stimulates land speculation.
3. Many of the rural and critical lands in the county are in jeopardy of being lost due to these activities.
4. These rural and critical lands constitute unique and irreplaceable land resources of countywide importance.
5. There are additional critical lands which are also valued natural and ecological resources which provide open space for wildlife habitat, wildlife corridors, clean air, clean water, groundwater recharge, and protection of cultural resources.
6. It is the declared policy of the county to provide a voluntary program to acquire or otherwise permanently protect rural lands and other lands containing critical natural, cultural and historic resources.
7. It is the policy of the county that rural and critical lands are valued natural and ecological resources which provide certain needed open space for wildlife habitat, wildlife corridors, clean air, clean water, groundwater recharge, and protection of historic and cultural resources.
8. It is the policy of the county to provide opportunities, through the purchase of development rights, to landowners to protect agricultural lands so that they may continue to farm the land, as well as to acquire such rights to protect other parcels where the landowner wishes to retain an ownership interest.

SECTION 26-29: DEFINITIONS

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

1. *Conservation easement* means a non-possessory interest of a holder in real property imposing restrictions or affirmative obligations as defined in S.C. Code Ann. Section 27-8-20, or as defined in 26 U.S. Code Section 170(h).

- a. These easements could take the form of an agricultural conservation easement, which would be rights and restrictions encumbering a property primarily for the purpose of protecting the agricultural soils, including prime, statewide, and locally important agricultural soils, viability, and productivity of that property.
2. *County* means Beaufort County, South Carolina.
3. *County Council* or *Council* means the elected County Council of Beaufort County, South Carolina.
4. *Critical lands* means any lot(s), tract(s), parcel(s), or areas(s), within the county that possess unique, significant, or important characteristics as may be identified by the Rural and Critical Land Preservation Board and subject to final approval by County Council. "Unique, significant, or important characteristics" include but are not limited to protection of cultural and historic resources and sites, the potential for medium to high density development, the ability to use the land for public access and passive recreation, the ability to use the land for public access to waterways, the ability of the land to be used for the preservation of public views of waterways or other scenic vistas, the quality of the land for purposes of a wildlife sanctuary, or such other and further characteristics which may be used to further the goals of Council.
5. *Development right* means the right to legally develop or subdivide property under current county codes and ordinances. The term includes, but is not limited to, the right to develop property for any commercial, industrial or residential use except as expressly permitted by this article and as further defined by the Beaufort County Community Development Code, as adopted and amended by County Council.
6. *Easement holder* means a holder as defined by S.C. Code Ann. Section 27-8-20(2), or a qualified organization as defined by 26 U.S. Code Section 170(h)(3).
7. *Greenprint* means the most recent Beaufort County Council approved version of the map of identified and prioritized parcels for acquisition under the County's Rural and Critical Lands Preservation Program.
8. *Landowner* means the record owner of the land or the authorized contract purchaser of the land.
9. *Land Preservation Board* or *Board* means the Beaufort County Rural and Critical Lands Preservation Board established by County Council as more fully described in County Code of Ordinances Chapter 2, Section 2-281 through 2-290.
10. *Land trust* means a nonprofit land conservation organization accredited by the Land Trust Alliance which meets the requirements of Internal Revenue Code Section 170 and is active in conservation efforts in the county or state.
11. *Passive park* means any fee-simple county owned or co-owned property purchased with Rural and Critical Lands Preservation Program designated funding as adopted by the Beaufort County Council. A list of passive parks is available with the Passive Parks Manager upon request and/or

on the Beaufort County website. Properties not designated by the Council as a passive park may still be managed through the Passive Park Program/Manager.

12. *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.
13. *Resource conservation area* means those areas of land in the County designated as "resource conservation areas" on the Zoning Map of Beaufort County, as adopted and amended by County Council.
14. *Restrictive easement* means rights and restrictions encumbering a property primarily for the purpose of limiting development on that property that would be incompatible with the United States of America's mission of Marine Corps Air Station Beaufort.
15. *Rural land* means any lots, tracts, parcels that are zoned for low-density residential, rural, agricultural or farming uses, or which are being used, or which have the ability to be used, for such purposes, including but not limited to wildlife management or recreation. Rural lands possess unique, significant, or important characteristics as may be identified by the Beaufort County Rural and Critical Land Preservation Board and subject to final approval by the County Council. Unique, significant, or important characteristics include but are not limited to protection of farmland, prime soils, other working landscapes, river frontages, small marsh islands, wildlife corridors, fresh and saltwater wetlands, and land on the urban-rural edge or immediately outside the municipal boundary under threat of development or such other and further characteristics which may be used to further the goals of the county.
16. Any terms left undefined by this ordinance shall take the meaning as otherwise defined by the Beaufort County Community Development Code, as adopted and amended by County Council. In the event of conflicting meanings, the definitions of this section shall control.

SECTION 26-30: IN GENERAL

1. The County Council may designate by Resolution any policies, procedures, rules and regulations for the purpose of regulating the Rural and Critical Lands Preservation Program, its operation and funding, and may request and receive recommendations from the Rural and Critical Lands Preservation Board.
2. The County shall retain a Rural and Critical Lands Preservation Program Land Acquisition Contractor who shall be trained and properly qualified for the work and who shall work with the County Community Development Department, or other County staff as assigned, to procure, dispose of, and administer real estate and land rights for the County which have been procured through the Rural and Critical Lands Preservation Program in accordance with the County's purchasing policies and procurement code.

SECTION 26-31: TYPES OF ACQUISITIONS

There are two types of property interests that can be acquired under the provisions of this ordinance, the Purchase of Development Rights and the Purchase of Fee Simple Interests.

A. Purchase of Development Rights (PDR)

Development rights will typically be purchased in areas designated “Rural land”, although there may be instances where PDR may be appropriate for purchase in other zoning designations. Generally, properties considered for PDR are those areas of the County where one or more of the following apply:

1. There are conservation values in or on the property to be preserved.
2. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.
3. The character of the property and its surrounding area would be threatened by proposed or possible future development.
4. The owner wishes to retain ownership of the property.
5. Public access to the property is not required or desirable.

The development rights purchased shall be transferred to Beaufort County by a Deed of Development Rights. If the development rights are to be purchased, the property may also be subject to the provisions of a conservation easement, and/or other applicable legal instruments as approved by Beaufort County Council which will assure that the property is protected from development other than what is permitted by the PDR agreement, the conservation easement, and/or any other legal instruments as approved by Beaufort County Council.

B. Purchase of Fee Simple Interests (PFSI)

Fee simple interests shall be applicable in all areas of the County, including those designated as “Rural land”. Generally, properties considered for PFSI are those where the property owner(s) are willing to sell in those instances where one or more of the following apply:

1. There are conservation values in or on the property to be acquired and the owner is only willing to sell all of their interest in the property.
2. Public access to the property is required or desirable.
3. Development of the property for public access and passive recreation use is desirable.
4. Development of the property would result in adverse impacts to the environment or public infrastructure serving the property.

SECTION 26-32: GENERAL PROCESS

- A. The PDR and PFSI is a multi-step process within the Rural and Critical Lands Preservation Program (RCLPP or Program) whereby, at a minimum:
1. The Land Preservation Board receives initial acquisition applications and does or does not recommend due diligence authorization to County Council.
 2. The County Council does or does not authorize due diligence funding.
 3. The Land Preservation Board receives acquisition proposals due diligence information and does or does not recommend acquisition approval to County Council.
 4. The County Council does or does not approve acquisition proposal.

- B. The PDR and PFSI is also an application process within the RCLPP whereby the following apply:
1. Generally, eligible applicants are those individual property owners, land trusts, environmental advocacy organizations, or municipalities located in Beaufort County where property has been identified on the most recent version of the Greenprint.
 2. An application form shall be completed and submitted, as provided and instructed on the County website.
 3. Applications will be compiled and reviewed by the appropriate County staff and the Land Acquisition Contractor on no less than a quarterly basis.
 4. Eligible applications will be provided to the Land Preservation Board where they will discuss, prioritize, and recommend to the County Natural Resource Committee (NRC) for due diligence approval.
 5. The Board recommendation will be presented to the NRC, or other committees as may be appropriate or required, where a decision to fund due diligence will or will not be approved for each application.
 6. If approved by the NRC, the Land Acquisition Contractor will proceed with obtaining due diligence, which will be reviewed and each application ranked by the appropriate County staff and Contractor upon completion utilizing the Board adopted ranking forms.
 7. Applicant due diligence will be presented to the Land Preservation Board where they will discuss, prioritize, and make a recommendation to the NRC for acquisition approval.
 8. The Board recommendation will be presented to the NRC committee or, with the consent of the Chair of the Natural Resources Committee, may also be brought before the Executive Committee where a recommendation to acquire will or will not be made to County Council for approval. The matter may also be presented directly to County Council upon consent of the Chair of the Natural Resources Committee.
 9. The NRC or Executive Committee recommendation and applications will be presented to the full County Council for final approval.
 10. All closing documents will be provided to the County Attorney no less than three (3) days prior to closing for review and approval.
 11. All contractual discussions by the Board, NRC, or Council may or may not be in Executive Session, as permitted by the South Carolina Freedom of Information laws.

SECTION 26-33: DUE DILIGENCE

Any PDR or PFSI will be subject to all due diligence being satisfactorily completed, reviewed and approved by the County. All due diligence shall be reviewed by the appropriate County staff before being sent to County Council for action. Due diligence shall include, but may not be limited to:

1. An appraisal of the value of the interest being acquired prepared by a Member of the Appraisal Institute (MAI), or other appropriately licensed or certified South Carolina appraiser.
2. A boundary survey completed by a South Carolina Registered Land Surveyor. In those instances of PFSI, a topographic survey, tree survey, archaeological survey, or other due diligence items shall also be obtained when appropriate.
3. A Phase I Environmental Assessment by a qualified environmental consulting firm. In instances where the Phase I report so indicates, a Phase II Environmental Assessment including a plan for

any remediation, by the seller or purchaser, is required for the property to address the concerns to the satisfaction of the County.

4. When warranted by the Community Development Department or the Land Acquisition Contractor as a part of due diligence, a title search, title opinion, and/or title insurance commitment with only normal title exceptions.

SECTION 26-34: CONSERVATION EASEMENTS

1. Conservation easements may be placed on property where development rights have been acquired (Section 26-31:A.).
2. The conservation easements shall be granted directly to an appropriate easement holder by the owner, or by the County. The RCLP Board shall recommend an appropriate easement holder to County Council.
3. The stewardship funding required by the easement holder to defend and provide the necessary annual monitoring required for the easement may be granted by the County for the easement depending on the nature of the agreement reached between the County and the easement holder.
4. When the County and Marine Corps Air Station (MCAS) Beaufort collaborate on a PDR acquisition, an appropriate restrictive easement will be applied to the acquired property.

SECTION 26-35: COVENANTS AND RESTRICTIONS

1. Covenants and restrictions may be placed on property where development rights have been acquired.
2. Generally, covenants and restrictions will describe in some detail how a property is to be developed, used and maintained consistent with the conservation values of the property.

SECTION 26-36: RESALE, SWAP, CONDEMNATION OR LEASE OF ACQUIRED PROPERTY

There may be instances where property acquired under the RCLPP for its conservation value(s), and possibly to mitigate the impacts of development, may not be suitable or needed for county ownership in the future. In such cases, the County Council may request the RCLP Board to evaluate and make a recommendation on selling, swapping or leasing the property, in whole or in part.

In those instances, the RCLP Board shall be guided by the following:

1. To ensure that the resale, swap or lease of the property, in whole or in part, will not have an adverse impact on the conservation value(s) of the property, which can be assured through the

placement of a conservation easement or other appropriate instruments on the sold, swapped or leased property if necessary.

2. To ensure that the development of the property for use(s) permitted under a conservation easement will be carefully monitored by the easement holder.

Additionally, the following will apply:

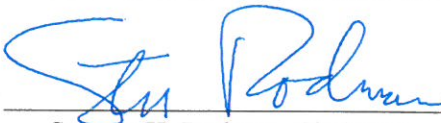
1. Any RCLPP property considered for sale, swap or lease shall require appropriate action by a 2/3 majority of the County Council following prescribed procedures for sale, swap or lease of County-owned land.
2. If all or part of a RCLPP property is sold, swapped or condemned, the County and any co-owners will be entitled to respective ownership ratio compensation of any net proceeds, after payment of all closing expenses.
3. Any RCLPP property sold, swapped or condemned will have the County's portion of any proceeds deposited into the Land Preservation fund for use in future RCLPP acquisitions.
4. Any RCLPP property leased by the County will have any proceeds deposited into the Passive Parks fund for use in management and maintenance of RCLPP passive parks.

Secs. 26-37 – 26-49. Reserved

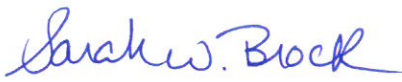
This ordinance supersedes and repeals Resolution 2006-3.

Adopted this 28th day of October, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
Stewart H. Rodman, Chairman

ATTEST:



Sarah Brock, Clerk to Council

First Reading: September 23, 2019 / Vote 7:2

Second Reading: October 14, 2019 / Vote 9:1

Public Hearing: October 14, 2019

Third and Final Reading: October 28, 2019 / Vote 9:2

ORDINANCE 2019 / 49

AN ORDINANCE AMENDING DIVISION 5 OF THE BEAUFORT COUNTY CODE PERTAINING TO THE CREATION, DUTIES AND OPERATION OF THE COUNTY RURAL AND CRITICAL LANDS PRESERVATION BOARD

WHEREAS, Beaufort County (“County”) has created and Rural and Critical Lands Program for the purpose of preserving open space; protect critical and natural resources; and/or provide land for passive recreation.; and

WHEREAS, the County has determined that a voluntary advisory board is necessary to assist with the administration of the Rural and Critical Lands Program; and

WHEREAS, County Council finds that it is in the best interests of County citizens, residents and visitors for the advisory board to be governed by an ordinance that specifies duties, qualifications and structure.

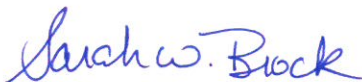
NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby amend Division 5 of the Beaufort County Code regulating the creation, duties and operation of the Rural and Critical Lands Preservation Board, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this 28th day of October, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
Stewart H. Rodman, Chairman

ATTEST:



Sarah Brock, Clerk to Council

First Reading: September 23, 2019 / Vote 8:1

Second Reading: October 14, 2019 / Vote 10:0

Public Hearing: October 14, 2019

Third and Final Reading: October 28, 2019 / Vote 10:1

DIVISION 5. – COUNTY RURAL AND CRITICAL LANDS PRESERVATION BOARD

Sec. 2-281. – Appointment.

An 11-member county rural and critical lands preservation board shall be appointed by the county council. One member with relevant experience and qualifications in matters such as estate law, finance, rural land ownership, agriculture, or conservation shall be appointed from each of the 11 county council districts.

Sec. 2-282. – Officers.

The county rural and critical lands preservation board shall elect annually one member of the board to serve as chairman and one member to serve as vice chairman. The chairman and vice chairman will serve a maximum of four (4) consecutive one-year terms. A vacancy in either the chairman and/or vice chairman must be filled for the unexpired term through board election within two (2) board meetings.

Sec. 2-283 – Terms.

The terms of initial appointees to the county rural and critical lands preservation board shall coincide with the expiration of the term of the county council district representative who serves the district which the appointee has been selected to represent. Thereafter, all members shall be appointed for four-year terms. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The membership is subject to division 1 of article V of chapter 2 of the Code regulating boards and commissions and appointments thereto as well as the county template ordinance.

Sec. 2-284 – Compensation.

Members of the county rural and critical lands preservation board shall serve without salary, but the county council shall entitle each member to reimbursement for their actual and necessary mileage expenses incurred in the performance of their official duties.

Sec. 2-285. – Conflicts of interest.

No member of the county rural and critical lands preservation board shall be disqualified by reason of their membership from selling any parcel or the development rights of any parcel in which they have a financial interest, but any member with a direct or indirect financial interest in such parcel shall recuse themselves from any board vote, discussion, or decision regarding such parcel.

Sec. 2-286. – Rules of procedure.

The county rural and critical lands preservation board shall adopt rules of procedure governing its procedures and operations. Copies of adopted rules of procedure shall be made available for public inspection in the office of Director during normal business hours.

Sec. 2-287. – Powers and duties.

The county rural and critical lands preservation board shall have, but is not limited to, the following powers and duties:

- (1) Develop and recommend to county council, for adoption by resolution, the Beaufort County Rural and Critical Lands Preservation Program GreenPrint to guide the identification and prioritization of parcels to be acquired through the county rural and critical lands preservation program. ;
- (2) Identify, prioritize and recommend to county council rural and critical lands to be acquired through purchase of development rights, the option to purchase development rights, the fee simple purchase of property, or the exchange and transfer of title to parcels, as provided for in the county council's adopted Rural and Critical Lands Preservation Program Ordinance;
- (3) Promote, educate and encourage landowners to participate in the county rural and critical lands preservation program; and
- (4) Perform such other duties as may be assigned by county council.

Sec. 2-288. – Board Report

The county rural and critical lands preservation board shall submit to county council an annual report in December based on all of the activities carried out pursuant to the rural and critical lands preservation program. The report shall include but is not limited to the following:

- (1) Map indicating the location of the total parcels of lands that have been acquired;
- (2) Total number of acquired lands, number of acres and type of acquisitions of each of the acquired lands throughout the county;
- (3) Number of landowners contacted or properties received for consideration for the program in the given year;
- (4) Number of lands acquired, number of acres of of each and type of acquisitions of each land acquired throughout the county in the given year;
- (5) Total dollars spent in the program and total dollars leveraged with the program; and
- (6) Dollars spent and leveraged in the given year for the program.

Cross reference – Administration, ch. 2.

Secs. 2-289 – 2-290. – Reserved.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment to Keep Beaufort Beautiful Board

Council Committee:

Public Facilities

Meeting Date:

February 18, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Appointment of Louanne Howard (substituting for district 4)

Points to Consider:

Funding & Liability Factors:

none

Council Options:

Approve, Modify, Reject

Recommendation:



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a “1”, “2”, or “3” alongside your choices.

BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
- ___ Alcohol and Drug Abuse
- ___ Assessment Appeals
- ___ Beaufort County Transportation
- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water & Sewer
- ___ Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Coastal Zone Management Appellate (inactive)
- ___ Construction Adjustments and Appeals
- ___ Daufuskie Island Fire
- ___ Design Review
- ___ Disabilities and Special Needs
- ___ Economic Development Corporation
- ___ Forestry (inactive)
- ___ Historic Preservation Review
- 1 ___ Keep Beaufort County Beautiful
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Council of Governments
- ___ Lowcountry Regional Transportation Authority
- ___ Parks and Recreation
- ___ Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- ___ Social Services (inactive)
- ___ Solid Waste and Recycling
- ___ Southern Beaufort County Corridor Beautification
- ___ Stormwater Management Utility
- ___ Zoning

DATE: 01/14/2020 NAME: Louanne Howard

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Home Stager/Color Consultant/Redesigner

TELEPHONE: (Home) [REDACTED] (Office) same EMAIL: louannehoward@gmail.com

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: 29935

MAILING ADDRESS: same STATE: SC ZIP CODE: 29935

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If “yes”, what is the name of the board and when does term expire? PR Historic Preservation Committee/2 yrs

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: Louanne Howard

Submit by Email

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

December 5, 2019

Mr. Stewart H. Rodman, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Solid Waste and Recycling Board, effective February 2020.

Sincerely,



Lawrence Bryan
(Solid Waste District #5 - Sheldon)



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project

Council Committee:

County Council March 9, 2020

Meeting Date:

Approved by PFC on February 18, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Beaufort County acquired certain Rights-of-Way in connection with the Boundary Street Renovation Project along US 21 between S-234 (Neil Road) including the intersection of SC Highway 170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).

Points to Consider:

The Boundary Street Renovation project began in December of 2015 and the Ribbon Cutting for the final project was observed in June of 2018. Rights of Way acquired for the project need to be transferred and included with SCDOT Rights of Way of US Route 21 and SC Route 170.

Funding & Liability Factors:

2006 approved Transportation Sales and Use tax referendum and Federal Highway Administration. Need to convey to SCDOT to reduce liability to County.

Council Options:

Convey the land or not to convey the land

Recommendation:

Convey the land to SCDOT

ORDINANCE NO. 2020/ _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE BOUNDARY STREET RENOVATION PROJECT

WHEREAS, in 2006, Beaufort County voters approved an ordinance authorizing the imposition of a Transportation Sales and Use Tax to finance transportation-related projects in Beaufort County; and

WHEREAS, the Transportation Sales and Use Tax funds and Federal Highway Administration funds were used for the acquisition of certain real property; and

WHEREAS, Beaufort County now owns certain real properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) that were obtained with funds from the 2006 Transportation Sales and Use Tax and Federal Highway Administration; and

WHEREAS, the area the County now wishes to convey to South Carolina Department of Transportation (SCDOT) is generally demonstrated on the attached **Exhibit A** and more particularly described in the Limited Warranty Deed Title to Real Estate formally granting the real properties to the SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to forever relinquish any claim of right it may have over the properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) as shown on the attached **Exhibit A** and more particularly described in the attached Limited Warranty Deed Title to Real Estate.

DONE this ____ day of _____ 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading
Public Hearing
Second Reading
First Reading

Exhibit A

Highway 21 Boundary Street Renovation Project Transfer Deed to SCDOT

Exhibit A

Prepared without the benefit of title exam by:
The Law office of Resnick & Louis
PC 146 Fairchild Street, Suite 130
Charleston, South Carolina, 29492

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED
TITLE TO REAL ESTATE
Approximate Survey Station

Road/Route.....US 21/SC170
File.....07.036939A
Item.....
Project.....
PIN.....

301+25.42 to 372+00.00 Left & Right
US Route 21 (Boundary Street)

99+59.26 to 109+01.26 Left & Right
SC Route 170 (Robert Smalls Parkway)

WHEREAS, the Beaufort County acquired certain rights-of-way in connection with the Boundary Street Renovation Project along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).

WHEREAS, the Beaufort County wishes to convey these rights-of-way to the South Carolina Department of Transportation.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **Beaufort County**, a political subdivision of the State of South Carolina, P.O. Drawer 1228, Beaufort, SC 29901-1228 (“Grantor”), in consideration of the sum of **Ten and No/100 (\$10.00) Dollars** to it in hand paid and before the sealing of these presents by the **South Carolina Department of Transportation, Columbia, South Carolina (“Grantee”)**, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all those certain real properties of the Grantor in fee simple along **US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).**, State and County aforesaid, and identified in plans prepared by Thomas and Hutton, 50 Park of Commerce Way, P.O. Box 2727, Savannah, GA 31402-2727 entitled “Proposed Plans for Beaufort County US 21 Business (Boundary Street) improvements,” and dated January 23,2013.

SPECIAL PROVISIONS: The above consideration is for all that certain parcel of land containing 2.973 acres, more or less, and all improvements thereon, if any, owned by the County of Beaufort, shown as “Area[s] of Acquisition” on Exhibits A-G, attached hereto and made part hereof. This being the entire property acquired from Fred E. Bazemore, Jr. and Linda S. Bazemore, 24 SF, by deed dated May 28,2013 and recorded April 28, 2014 in Deed Book 3317, Page 2027 in the records of the ROD Office for Beaufort County, designated as **Tract 1**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126C 0000; and

From Sevequity, a South Carolina Partnership, 436 SF, by deed dated June 20, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2030 in the records of the ROD Office for Beaufort

County, designated as **Tract 2**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126D 0000; and

From The City of Beaufort, 1654 SF, by deed dated June 22, 2018 and recorded June 22, 2018 in Deed Book 3678, Page 1253 in the records of the ROD Office for Beaufort County, designated as **Tract 3**, and being a portion, now or formerly, of Tax Map No. R122 029 000 004C 0000; and

From The City of Beaufort, 715 SF, by deed dated June 22, 2018 and recorded June 22, 2018 in Deed Book 3678, Page 1253 in the records of the ROD Office for Beaufort County, designated as **Tract 4**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126F 0000; and

From Joel E. Morris, 186 SF, by deed dated April 29, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2039 in the records of the ROD Office for Beaufort County, designated as **Tract 6**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126E 0000; and

From James A. Smith, 754 SF, by deed dated May 8, 2015 and recorded September 28, 2015 in Deed Book 3432, Page 91 in the records of the ROD Office for Beaufort County, designated as **Tract 7**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0126 0000; and

From Beaufort Plaza, Inc., 1347 SF described as 4-A, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 8**, and being a portion, now or formerly, of Tax Map No. R122 029 000 004D 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Pebble Hill Associates, Partnership, a New York Partnership., 315 SF, by Annotated Condemnation Notice & Tender of Payment dated November 1, 2015 and recorded in Deed Book 3655, Page 2623 in the records of the ROD Office for Beaufort County, designated as **Tract 9**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126A 0000; and

From Darryl W. Gardner, 813 SF, by deed dated June 10, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2042 in the records of the ROD Office for Beaufort County, designated as **Tract 10**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0171 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for McDonald's Corporation, a Delaware Corporation, 5,978 SF, by Annotated Condemnation Notice & Tender of Payment dated August 20, 2014 and recorded in Deed Book 3529, Page 2516 in the records of the ROD Office for Beaufort County, designated as **Tract 12**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0146 0000; and

From Warehouse Home Furnishings Distributors, INC, A Georgia Corporation, 1,588 SF, by deed dated January 10, 2014 and recorded September 22, 2014 in Deed Book 3348, Page 837 in the records of the ROD Office for Beaufort County, designated as **Tract 13**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0170 0000; and

From The City of Beaufort, 24,341 SF, by deed dated May 23, 2019 and recorded May 30, 2019 in Deed Book 3736, Page 2245 in the records of the ROD Office for Beaufort County, designated as **Tract 14**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0138 0000; and

From The City of Beaufort, 5,863 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 15**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125A 0000; and

From The City of Beaufort, 220 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 16**, and being a portion, now or formerly, of Tax Map No. R100 026 000 125B 0000; and

From Amelia Yancey Bond, Trustee of the Amelia Yancey Bond Revocable Trust dated April 28, 2010, 3,101 SF, by deed dated December 3, 2013 and recorded July 7, 2014 in Deed Book 3332, Page 923 in the records of the ROD Office for Beaufort County, designated as **Tract 17**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0200 0000; and

From Columbia Land Group, LLC, 4,965 SF, by deed dated June 26, 2015 and recorded October 22, 2015 in Deed Book 3437, Page 3364 in the records of the ROD Office for Beaufort County, designated as **Tract 18**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0196 0000; and

From Beaufort Plaza, Inc., 5655 SF described as A-2 (5090 SF) and A-1 (565 SF), by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 20** and being a portion, now or formerly, of Tax Map No. R122 029 000 0128 0000; and

From Bank of America, N.A. f/k/a Nations Bank of South Carolina f/k/a Bankers Trust of South Carolina, as Trustees of the Trust Granted by the Will of Homer W. Goyings and Jessie A. Goyings, 2,186 SF, by deed dated April 9, 2014 and recorded September 22, 2014 in Deed Book 3348, Page 841 in the records of the ROD Office for Beaufort County, designated as **Tract 21**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0083 0000; and

From Ameris Bank ,N.A. as Successor in Interest to Islands Community Bank, N.A., 549 SF, by deed dated August 6, 2013 and recorded September 22, 2014 in Deed Book 3348, Page 845 in the records of the ROD Office for Beaufort County, designated as **Tract 22**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0131 0000; and

From Waffle House, Inc., 752 SF, by deed dated July 30, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2045 in the records of the ROD Office for Beaufort County, designated as **Tract 23**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0207 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Pickpocket Plantation Owners Association, Inc., 549 SF, by Annotated Condemnation Notice & Tender of Payment dated April 4, 2018 and recorded in Deed Book 3658, Page 1552 in the records of the ROD Office for Beaufort County, designated as **Tract 24**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0210 0000; and

From Burrirain, LLC, 1,802 SF, by deed dated November 18, 2014 and recorded April 17, 2015 in Deed Book 3392, Page 3303 in the records of the ROD Office for Beaufort County, designated as **Tract 25**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0204 0000; and

From Pranav B. Patel, 1,513 SF, by deed dated December 18, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2049 in the records of the ROD Office for Beaufort County, designated as **Tract 26**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 085A 0000; and

From Pranav B. Patel, 1,747 SF, by deed dated December 18, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2049 in the records of the ROD Office for Beaufort County, designated as **Tract 27**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0085 0000; and

From The City of Beaufort, 701 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 28**, and being a portion, now or formerly, of Tax Map No. R120 026 000 0175 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Collins Management, LLC, #7 and Summit National Bank, Mortgage, 1,556 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3643, Page 1507 in the records of the ROD Office for Beaufort County, designated as **Tract 29**, and being a portion, now or formerly, of Tax Map No. R122 026 000 089A 0000; and

From The City of Beaufort, 1,975 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 30**, and being a portion, now or formerly, of Tax Map No. R120 026 000 0175 0000; and

From Darryl Gardner, 1,062 SF, by deed dated July 5, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2057 in the records of the ROD Office for Beaufort County, designated as **Tract 31**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 094A 0000; and

From Sea Square, LLC, 1,677 SF, by deed dated August 29, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2060 in the records of the ROD Office for Beaufort County, designated as **Tracts 32 and 34**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0091 0000; and

From Beaufort County Open Land Trust, 2,837 SF, by deed dated March 12, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 927 in the records of the ROD Office for Beaufort County,

designated as **Tract 33**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0095 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Tiger Express Beaufort, LLC, 4,920 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3529, Page 2510 in the records of the ROD Office for Beaufort County, designated as **Tract 35**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0123 0000; and

From United Way of Beaufort County INC, 2,632 SF, by deed dated December 14, 2015 and recorded January 25, 2016 in Deed Book 3457, Page 2895 in the records of the ROD Office for Beaufort County, designated as **Tract 36**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0096 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Beaufort Gas Boundary Street, LLC and Palmetto State Bank, Mortgagee, 2,443 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3529, Page 2510 in the records of the ROD Office for Beaufort County, designated as **Tracts 37 and 38**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0097 0000 and R122 026 00A 098A 0000; and

From Sheetal, LLC of Beaufort, 2,783 SF, by deed dated October 6, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2987 in the records of the ROD Office for Beaufort County, designated as **Tract 39**, and being a portion, now or formerly, of Tax Map No. R122 026 000 123A 0000; and

From Mikell B. Barker, 1,205 SF, by deed dated August 4, 2014 and recorded April 17, 2015 in Deed Book 3392, Page 3307 in the records of the ROD Office for Beaufort County, designated as **Tract 40**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0098 0000; and

From Sheetal, LLC of Beaufort, 1,493 SF, by deed dated October 6, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2991 in the records of the ROD Office for Beaufort County, designated as **Tract 41**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125D 0000; and

From Elinor Cohen, 1,199 SF, by deed dated February 27, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 930 in the records of the ROD Office for Beaufort County, designated as **Tract 42**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0099 0000; and

From Marvelena Colty a/k/a Marva L. Colty, 1,951 SF, by deed dated July 25, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2995 in the records of the ROD Office for Beaufort County, designated as **Tract 43**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125F 0000; and

From River Pickers, LLC a South Carolina Limited Liability Company, 1,194 SF, by deed dated March 18, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 933 in the records of the ROD Office for Beaufort County, designated as **Tract 44**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0100 0000; and

From Donna P. Sturkie, 876 SF, by deed dated February 19, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 936 in the records of the ROD Office for Beaufort County, designated as **Tract 45**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0101 0000; and

From Gladys B. Taylor, 1,393 SF, by deed dated June 11, 2014 and recorded May 21, 2015 in Deed Book 3401, Page 489 in the records of the ROD Office for Beaufort County, designated as **Tract 46**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0122 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Mitul Enterprises, LP, a Georgia Limited Partnership and Branch Banking and Trust Company of South Carolina, Mortgagee and Regions Bank, Mortgagee, 2,205 SF, by Annotated Condemnation Notice & Tender of Payment dated July 11, 2014 and recorded in Deed Book 3655, Page 2618 in the records of the ROD Office for Beaufort County, designated as **Tract 47**, and being a portion, now or formerly, of Tax Map No. R122 001 000 001A 0000 and

From The City of Beaufort, 2,203 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 48**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0102 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Mitul Enterprises, LP, a Georgia Limited Partnership and Branch Banking and Trust Company of South Carolina, Mortgagee and Regions Bank, Mortgagee, 3,682 SF, by Annotated Condemnation Notice & Tender of Payment dated July 11, 2014 and recorded in Deed Book 3651, Page 3082 in the records of the ROD Office for Beaufort County, designated as **Tract 49**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0001 0000 and

From Deacons of Riverview Baptist Church, 1,115 SF, by deed dated December 16, 2013 and recorded July 7, 2014 in Deed Book 3332, Page 939 in the records of the ROD Office for Beaufort County, designated as **Tract 50**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0002 0000; and

From Enmark Stations Inc, 2,094 SF, by deed dated April 8, 2015 and recorded June 11, 2015 in Deed Book 3406, Page 886 in the records of the ROD Office for Beaufort County, designated as **Tract 51**, and being a portion, now or formerly, of Tax Map No. R122 001 000 014A 0000; and

From River and Creek Land Company, LLC, 1,688 SF, by deed dated March 4, 2015 and recorded June 11, 2015 in Deed Book 3406, Page 890 in the records of the ROD Office for Beaufort County, designated as **Tract 55**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0270 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 8,380 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2998 in the records of the ROD Office for Beaufort County, designated as **Tract 56**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0284 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 1,969 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3001 in the records of the ROD Office for Beaufort County, designated as **Tract 57**, and being a portion, now or formerly, of Tax Map No. R122 001 000 264A 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 1,510 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3004 in the records of the ROD Office for Beaufort County, designated as **Tract 58**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0272 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Jean G. Bond, Individually and as Trustee of the Bond, Jr. Living Trust dated May 27, 2010, 1,611 SF, by Annotated Condemnation Notice & Tender of Payment dated May 20, 2014 and recorded in Deed Book 3655, Page 2634 in the records of the ROD Office for Beaufort County, designated as **Tract 59**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0007 0000 and

From GMRI, Inc., a Florida Corporation, 2,049 SF, by deed dated June 19, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3007 in the records of the ROD Office for Beaufort County, designated as **Tract 61**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0285 0000; and

From Beaufort Plaza, Inc., 30 SF described as E-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 83**, and being a portion, now or formerly, of Tax Map No. R122 029 000 128A 0000; and

From Beaufort Plaza, Inc., 591 SF described as D-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 85**, and being a portion, now or formerly, of Tax Map No. R122 029 000 177A 0000; and

From Beaufort Plaza, Inc., 1,455 SF described as B-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 86**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0177 0000.

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

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the **South Carolina Department of Transportation** its successors and assigns, forever.

AND, the said **Beaufort County**, a political subdivision 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 **South Carolina Department of Transportation**, its successors and assigns, against Beaufort County and its successors and assigns..

WITNESS ITS HAND(S) AND SEAL(S) this _____ day of _____, 2020

Signed, sealed and delivered in the presence of:

COUNTY OF BEAUFORT

By: _____

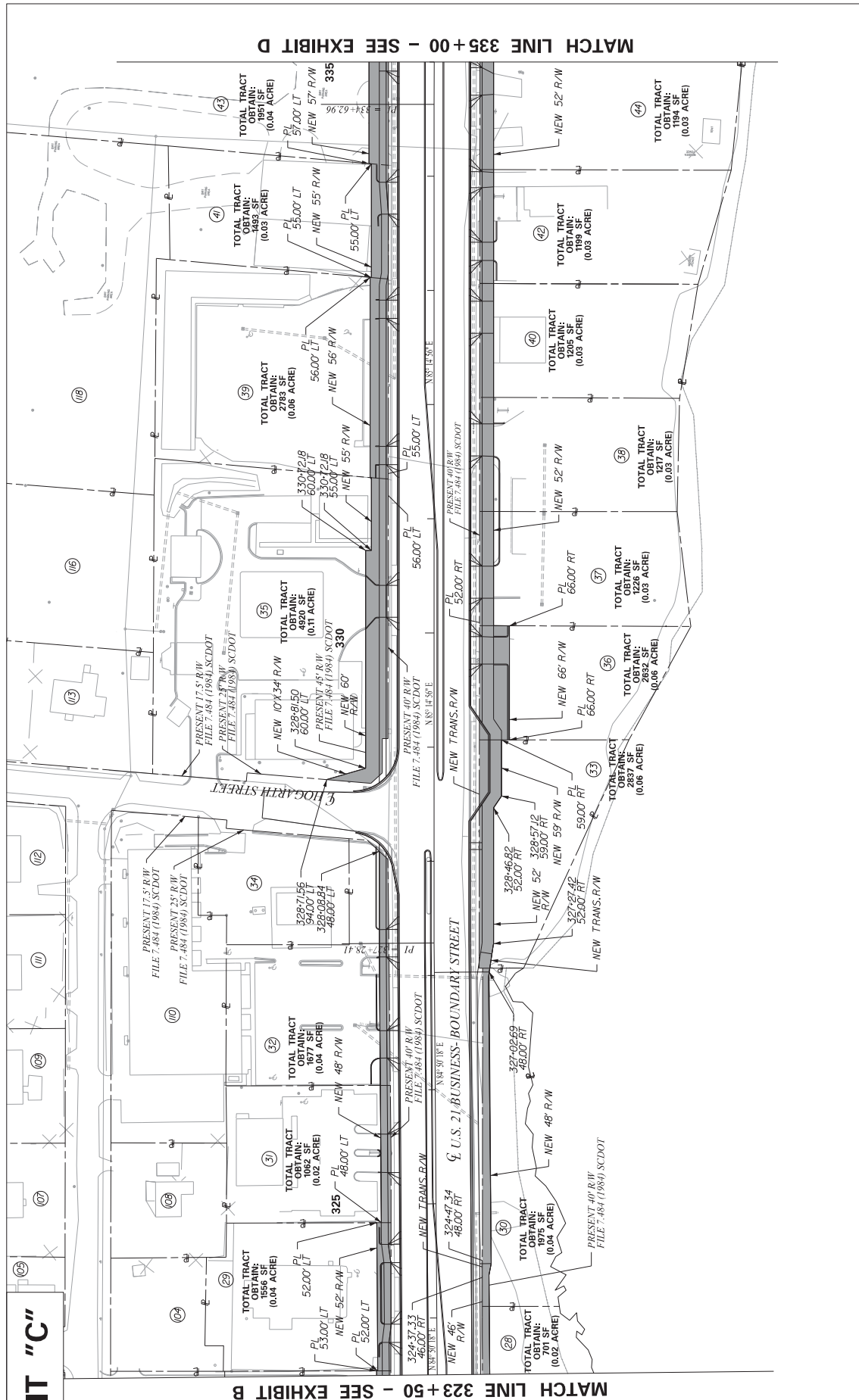
1st Witness

Ashley M. Jacobs

Its: County Administrator

2nd Witness

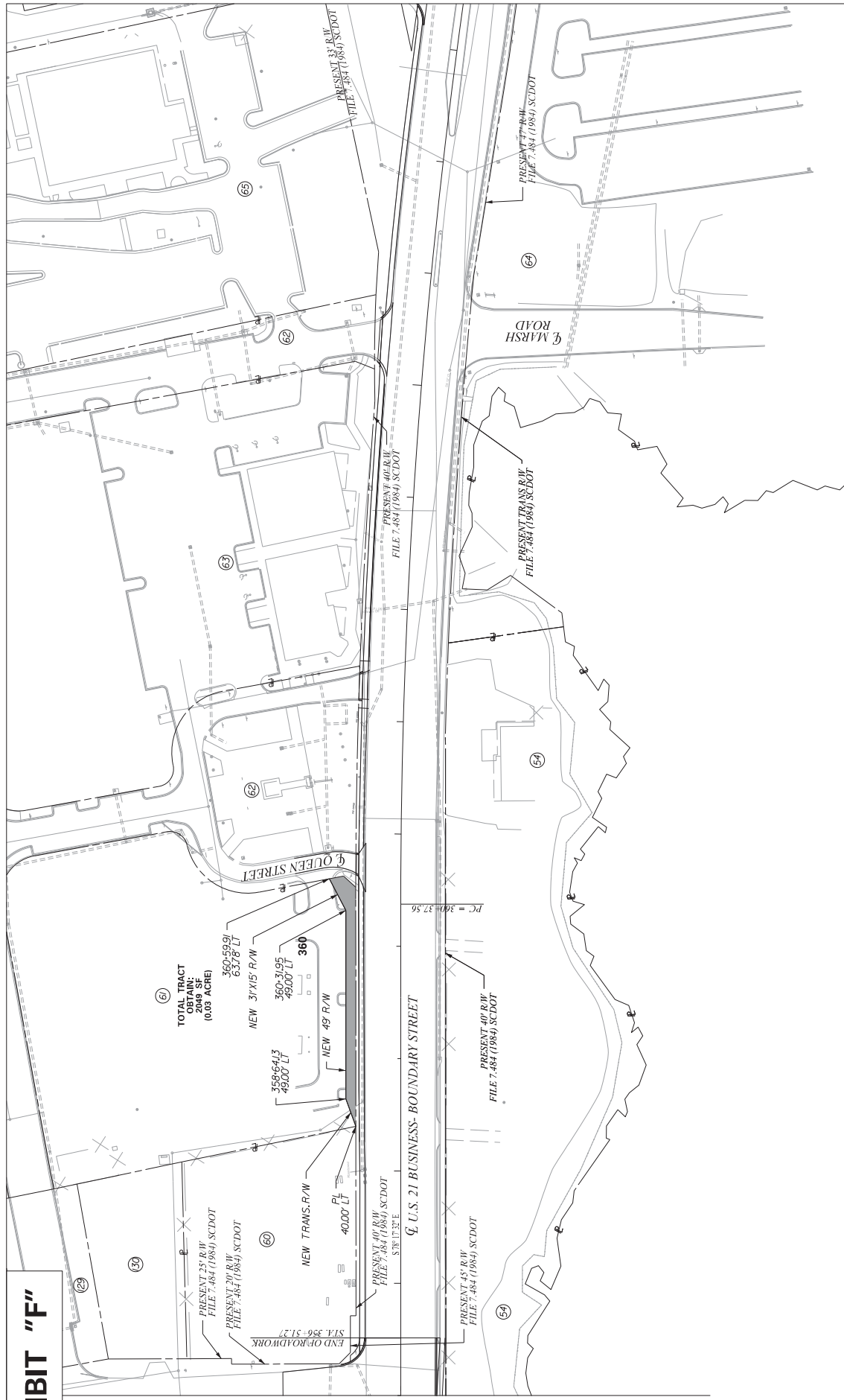
EXHIBIT "C"



TOTAL OBTAIN FOR TRACTS SHOWN = 0.6802 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 27,29,29.30,31,32,33,35,36,37,38,39,40,41,42,43,44
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

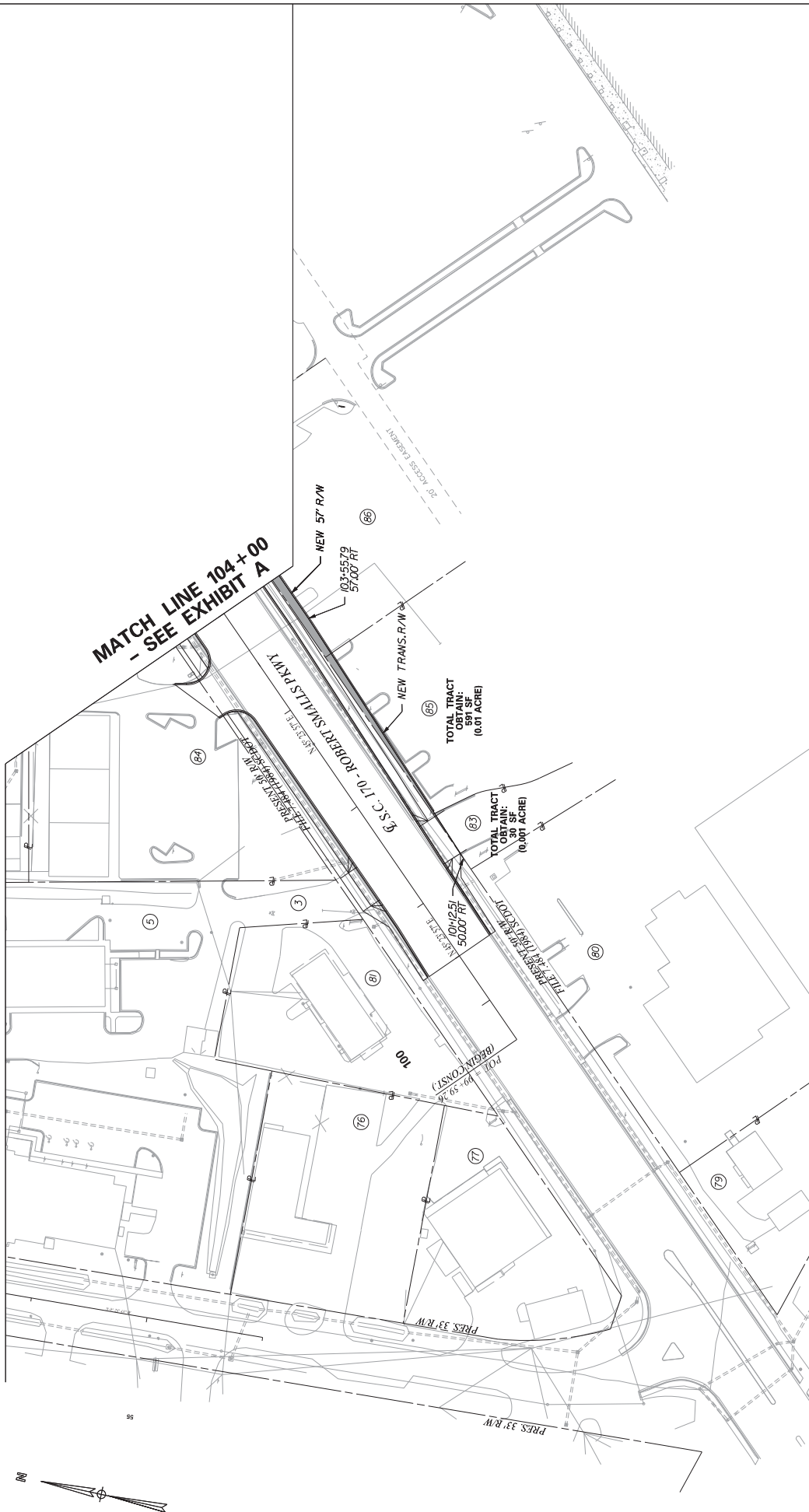
EXHIBIT "F"



TOTAL OBTAIN FOR TRACTS SHOWN = 0.0470 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 61
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

EXHIBIT "G"



TOTAL OBTAIN FOR TRACTS SHOWN = 0.0143 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 8385.86
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018