

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
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CLERK TO COUNCIL

AGENDA  
NATURAL RESOURCES COMMITTEE

Monday, September 16, 2019

4:00 p.m.

*(or immediately following the Community Services Committee Meeting)*  
Executive Conference Room, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

Committee Members:  
Alice Howard, Chairman  
Gerald Dawson, Vice Chairman  
Michael Covert  
York Glover  
Chris Hervochon

Staff Support:  
Eric Greenway, Community Development  
Director  
Ebony Sanders, Assessor  
Dan Morgan, Mapping & Applications

1. **CALL TO ORDER – 4:00 p.m.**

2. **PLEDGE OF ALLEGIANCE**

3. **INTRODUCTIONS**

*[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. **CITIZEN COMMENTS** *(Comments regarding agenda items only)*

6. **PRESENTATIONS**

A. **Adams Outdoor Advertising** – *Liz Mitchum, General Manager (backup)*

7. **EXECUTIVE SESSION**

A. **Discussion of proposed purchase of properties and issues incident thereto**  
**(properties Pineview Fee Simple, 2019E, 2019H and 2019I)** / *Eric Greenway,*  
*Community Development Director and Barbara Holmes, RCLPP Contractor*

8. **ACTION ITEMS**

A. **Lowcountry Stormwater Model Ordinance and Design Manual Contract Extension**  
- *Daniel Rybak, Assistant Stormwater Manager (backup)*



- B. Contract award to BrightView for Project Management, Landscape Installation & Maintenance Services for the Highway 278 Medians between Tanger 1 and Westbury Park Way - Dave Thomas, Purchasing Director and Nancy Moss, Community Development Planner (backup)**
- C. Brewer Memorial Park 2019 JOA and Operating Agreements - Stefanie M. Nagid, Passive Parks Manager (backup)**
- D. Consideration of Rural and Critical Lands Program Ordinance - Eric Greenway, Community Development Director (backup)**
- E. Consideration of an amendment to the Rural and Critical Program Board Ordinance - Eric Greenway, Community Development Director (backup)**
- F. Discussion regarding the Sale of Lobeco Chemical Site - John O'Toole, Executive Director BEDC (backup)**
- G. Request for Qualifications for Coordinated Comprehensive Master Planning Services between Beaufort County and the Town of Port Royal - Robert Merchant, Community Development Deputy Director (backup)**

9. ADJOURNMENT



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

ADAMS Outdoor Digital Conversion Presentation

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

September 16, 2019

#### Committee Presenter (Name and Title):

Liz Mitchum - General Manager

#### Issues for Consideration:

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

# ADAMS OUTDOOR BEAUFORT COUNTY DIGITAL CONVERSION

9/16/2019

## OVERVIEW

### 1. Project Background and Description

**i** Currently, Adams Outdoor owns and operates 45 billboard structures in Unincorporated Beaufort County. Most of these billboard structures were originally built in the 70's and 80's, with some even predating that time period. Beaufort County's sign ordinance restricts sign companies, such as Adams Outdoor, from performing even modest levels of maintenance on billboards, making it almost impossible for the structural components of these assets to remain visually appealing, despite the fact that they remain structurally sound, and will continue to support advertising messages for decades to come. The situation has left Adams Outdoor with several outdated, and sometimes unsightly, billboard structures throughout Unincorporated Beaufort County.

Adams Outdoor understands the commitment to the environment, and the importance of nature conservation, that exists in Beaufort County, and is motivated to work with the Council to devise a way for both Beaufort County and Adams Outdoor to achieve their respective goals.

### 2. Project Scope

**i** Adams Outdoor would like to convert 6 existing locations located in Unincorporated Beaufort County to digital billboards that meet the current International Building Code. Along with these 6 digital conversions, Adams Outdoor would like to install Hurricane Frames on the remaining inventory in Beaufort County to lessen our preparation time and increase public safety during times leading up to and during hurricanes.

By converting these assets to digital billboards and installing Hurricane Frames to its remaining 39 billboard structures, Adams Outdoor will create an infrastructure (using only the long existing billboards already in Beaufort County) that will not only be safer for the community, but also will offer a means of communicating to the public a wide variety of critical information that is not currently easily shared. Examples include, instant messaging by Emergency Management during times of emergency (e.g., a threatened hurricane), instant messaging by local and state police regarding matters of public safety, instant messages by first responders, FBI messaging, and local traffic alerts.

During non-emergency times, Adams Outdoor is also willing to provide the County with a negotiated amount of free messaging on these digital billboards, which will provide the County a means of sharing important information regarding local events, job recruitment, and important community notices. All of which currently come at a cost to the County.

### 3. Requirements

**i** Digital Billboards are currently regulated by the South Carolina Department of Transportation.

The new Digital Billboards must include the following:

- All messages, images or displays on a digital or electronically changing billboard shall remain unchanged for a minimum of (8) eight seconds.
- There shall be no appearance of flashing or sudden bursts of light, and no appearance of video motion, animation, scrolling, and movement of flow of the message, image or display.
- The digital or electronic billboard shall automatically provide day and night dimming to reduce the illumination intensity of the sign from one hour after sunset, to one hour prior to sunset.
- Proof of approval of the digital or electronic billboard by the South Carolina Department of Transportation.

### 4. Deliverables

- i** - Increased Public Safety – By installing Hurricane Frames to the remaining inventory Adams Outdoor has in Beaufort County, the chances of damage to property and persons is greatly diminished.
- Emergency Management Access- During times of emergency, Adams Outdoor will work closely with Emergency Management, local and state police, first responders, and the FBI to get instant messages out to the community regarding safety messages, missing persons, evacuation routes, etc.
- Billboard Beautification – Adams Outdoor understands the importance of preserving the natural surroundings that make Beaufort County so beautiful. Through a mutually agreed upon “Beautification Plan”, AOA will initiate an effort using a local landscape company to install landscaping, where applicable, at current billboard locations.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Lowcountry Stormwater Model Ordinance and Design Manual Contract Extension

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

August 19, 2019

#### Committee Presenter (Name and Title):

Daniel Rybak, Assistant Stormwater Manager

#### Issues for Consideration:

Center for Watershed Protection (Contractor) has provided an updated timeline, which exceeds the ending date of the contract. Article 5 of the signed contract states "however in no instance shall an extension be beyond 31 October 2019." If the requested time extension from the Contractor is not considered the Model Ordinance and Design Manual will be rushed to complete and may not be as comprehensive as it was intended to be for our region.

#### Points to Consider:

The Contractor's schedule for internal review, public comment periods, presentations, and edits has changed. This was due to additional time needed by the Contractor to obtain and evaluate other model ordinances, process the amount of detail required to be able to produce an initial draft addressing standardization based on several unique factors within our region (Task 2, 3rd point), and allow an extension of time for more comprehensive stakeholder input on the draft documents (Task 3, 2nd point). All of these steps in the process are important to ensure the final product is a comprehensive document for all stakeholders.

#### Funding & Liability Factors:

No increase in cost.

#### Council Options:

Hold to the terms of the initial contract or approve an extension of the contract to December 31, 2019.

#### Recommendation:

To approve an extension to December 31, 2019.

## Project Timeline

The Team envisions this task to take about a year to complete. The proposed timeline is based on relative time past the Authorization to Proceed (TBD).

Scheduled Deliverables/Tasks	Month										
	1	2	3	4	5	6	7	8	9	10	11
<b>Task 1: Develop Model Regional Ordinance</b>											
• SoLoCo consensus meeting (1)	x										
• Draft model ordinance	x	x	x	x							
<b>Task 2: Propose Regional Design Standards</b>											
• Meetings (4) with SoLoCo staff	x		x		x						
• Develop rationale statements				x	x						
• Produce draft Regional Design Manual, and supporting documents	x	x	x	x	x						
<b>Task 3: Facilitate Stakeholder and Public Review</b>											
• Initiate 45-day comment period					x						
• Engineer/Developer Stakeholder meetings (3)						x	x				
• Review public comments with SoLoCo								x			
• Revise Ordinance and Design Manual							x	x			
<b>Task 4: Deliver Final SoLoCo Stormwater Design Manual and Model Ordinance</b>											
• Provide final ordinance and manual documents in SoLoCo meeting									x		
• Issue final Model Ordinance, Design Manual, and supporting documents									x		
• Training for Engineers and Plan Reviewers (3)										x	x



## CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

**THIS AGREEMENT** (the “Agreement”) is made this 1st day of October 2018, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as “County”) and Center for Watershed Protection, Inc.; (hereinafter referred to as “Contractor”).

WITNESSETH:

**WHEREAS**, the Contractor and the County desire to enter into an agreement to create the Lowcountry Stormwater Model Ordinance and Design Manual (aka. Regional Standard), subject to the terms, specifications, conditions and provisions of the request for proposal RFQ 050718 as heretofore mentioned.

**NOW, THEREFORE**, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. By Memorandum of Agreement (MOA), the County is partnered with and cost-sharing on this project with the Town of Bluffton, Town of Port Royal, City of Beaufort, City of Hardeeville, and Jasper County. References to “County Responsibilities” extend to these MOA partners as provided for in the applicable MOA.
- F. It is understood that this Agreement shall be considered exclusive between the parties.
- G. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, the parties agree as follows:

## **ARTICLE 1 DESCRIPTION**

The scope of work (SOW) generally consists of, but is not limited to, the following: Develop Model Regional Ordinance, Propose Regional Design Standards, Facilitate Stakeholder and Public Review and Deliver Final Lowcountry Regional Stormwater Design Manual & Model Ordinance. This Agreement shall consist of all the terms, conditions, specifications and provisions contained in original RFQ 050718 dated April 6, 2018 (Exhibit “A”), and the Contractor’s Proposal dated May 7, 2018 (Exhibit “B”), and the all of which are made a part hereof and incorporated herein by reference.

The detailed SOW is as follows:

### **Task 1: Develop Model Regional Ordinance**

The primary purpose of this task is to systematically and objectively examine the members of the Region’s development and stormwater codes and ordinances for the purposes of promoting more environmentally-sensitive and economically-viable development.

Currently, variations exist in how the multiple jurisdictions of the Region implement development and stormwater design standards. For example, some jurisdictions recognize and specify practices to reduce impervious surface and encourage low impact development while others have not. The goal of this task is to achieve a regional and comprehensive model ordinance for stormwater management.

The Consultant will draft a model ordinance in order to adhere to more environmentally-sensitive development techniques that reduce impervious cover, protect natural areas, and promote distributed stormwater management on site. Local/regional ordinances in South Carolina and throughout the southeast region will be considered in order to compare standards including applicability, redevelopment, pollutant removals, water quality volumes, and predevelopment conditions among multiple jurisdictions. Some of the area watersheds have unique stressors and water quality impairments. Implicit with those conditions is the expectation that they will require special stormwater and development standards. This task will suggest extents/boundary of special watershed districts for sensitive waters through collaboration with the Committee.

The Consultant’s role will be to interview each stormwater and engineering authority, and in meetings with the Committee develop a clear understanding of stormwater management design requirements and build consensus around a model ordinance for the Region. The goal of these interviews are to “frame the problem” each community is trying to solve. In other words, analyze each community’s current programs, identify issues, constraints, needs, and define goals.

Assumptions:

1. Representatives from the two (2) counties and four (4) municipalities will participate in the interviews and consensus building discussions.
2. Interviews (6) will be at each jurisdiction's office. The Consultant will attempt to schedule meetings such that communities in close proximity meet on the same day (e.g. City of Beaufort and Town of Port Royal).
3. The location of the consensus meeting(s), as well as any rental or catering costs associated with Committee meeting(s) will be determined by the members.
4. The Consultant will produce a model ordinance for the Region, but will not be responsible for overseeing/managing the process of adoption by all community governments.

#### Deliverables:

1. At least one (1) full-day meeting with the Committee to discuss content of ordinance.
2. Meetings with six (6) communities (approximately 4 full days if scheduling allows).
3. One (1) draft model regional stormwater ordinance.

#### Task 2: Propose Regional Design Standards

Each municipality has its own drainage and engineering standards. Some have development ordinance language, others have an engineering checklist, and others have a stormwater design manual. Furthermore, the Consultant should be cognizant of an evolution of stormwater design standards regionally and in southeastern states, which may be relevant in the Region. A meeting to determine the consensus engineering design standard for drainage will be required for the design manual. To complete this task, the Consultant will conduct a review of current regional stormwater design standards, and meet with the Committee to identify any conflicts with site design principles, identify inconsistencies or conflicts among jurisdictions' requirements, propose resolution to conflicts or inconsistencies, and incorporate state of the knowledge in post-construction stormwater best management practices.

During the process of bringing jurisdictions to a common set of design criteria, rationale statements will be necessary to validate some of the changes. These statements will provide support for the recommendations, specifics of what codes or ordinances need to change to comply with the standards, and any rationale for why such a change is recommended.

#### Assumptions:

1. The current stormwater design summary spreadsheet developed by the Committee and ordinances and design manuals provided by the Committee members will be the basis of the current understanding of design requirements.
2. The Committee would prefer an option to address stormwater management from development and redevelopment with volume reduction. A customized design spreadsheet to implement Runoff Reduction may be the solution for Stormwater runoff calculation methodology for region-wide use.
3. The task to review and revise the Manual should be consistent with and at least as stringent as the DHEC NPDES requirements and MS4 Phase II permit requirements within MS4 designated jurisdictions. The jurisdictions that are not designated as MS4 will not participate in these requirements.

4. Criteria may include provisions to provide credits towards Stormwater design or development incentives for the use of optional BMPs exceeding minimum standards.
5. The meetings with the six (6) jurisdictions for Task 1 (ordinance) and 2 (design standards) can be combined if scheduling allows.

**Deliverables:**

1. Attend up to four (4) meetings with Region representative staff (planning, engineering) to review results of code and ordinances review meeting in order to produce:
  - a. Lists of priority watersheds requiring more stringent stormwater standards (e.g. volume sensitive waterbodies)
  - b. Consensus for design storm conditions and requirements (e.g. treatment train, runoff vs. retention, antecedent moisture conditions, retention of 80<sup>th</sup>, 85<sup>th</sup>, or 95<sup>th</sup> percentile storm in volume sensitive watersheds, flood protection for 100-year storm, minimum standard for 80% TSS reduction, etc.)
  - c. Consensus for channel protection, extreme flood protection, and stormwater system operation and maintenance.
  - d. Consensus for alternative standards in those watersheds experiencing redevelopment.
2. Provide rationale statements for design requirements.
3. Produce draft version of Lowcountry Regional Design Manual and associated supporting documents:
  - a. The contents of the design manual will reflect the Committee's consensus for best engineering practices for channel protection, flood control, and stormwater system operation and maintenance.
  - b. Create stormwater design summary spreadsheet specific to the Regional requirements.
  - c. Develop recommendations for the plan submittal checklist and documentation requirements that reflect the Lowcountry Regional Design Manual.
  - d. Provide requirements for MS4 program implementation for use in only those communities designated as MS4.
  - e. Design worksheets for various BMP's

**Task 3: Facilitate Stakeholder and Public Review**

The Consultant will collaborate with the committee to conduct a public information and comment process targeting the engineering and development communities, as well as interested public organizations and individuals (such as watershed groups). To accomplish this, the Consultant will facilitate several stakeholder workshops with the community to discuss the priorities identified in Tasks 1 & 2 and receive comments. Following the meetings, the Consultant will review, categorize, summarize and provide responses to stakeholder comments and suggestions. The Contractor will work with the committee to list proposed changes to the design manual and create design submittal checklists.

**Assumptions:**

1. Regional partners will identify key design and development partners that will be invited to a series of workshops to discuss the proposed regional design standards.

2. Early in the process of performing Tasks 1 and 2, the Consultant will conduct up to three (3) stakeholder meetings offered at various locations and times (both working day and evening) in order to accommodate as many different stakeholders as possible, seeking comments on current codes to aid in focusing the Committee and the Consultant with proposed regional design standards.
3. The Consultant will make the draft versions of the regional Model Ordinance and Design Manual available to the public on a website. The Consultant will allow for a 45-day comment period for the public to review and comment on the draft version of the regional design manual.
4. Concurrent with the 45-day public comment period, Up to three (3) additional stakeholder meetings will be offered at various locations and times (both working day and evening) in order to accommodate as many different stakeholders as possible to make comment on the draft version of the regional design manual.

**Deliverables:**

1. Six (6) stakeholder meetings – three (3) prior to and three (3) after the draft manual is prepared.
2. Summary of public comments and responses
3. Revised version of the Regional Model Ordinance, Design Manual, and supporting documents
  - a. Runoff reduction spreadsheet
  - b. Plan review checklists
  - c. Construction details and specifications for BMPs
  - d. BMP design worksheets
  - e. Maintenance and inspection forms for post-construction BMPs

**Task 4: Deliver Final Lowcountry Stormwater Design Manual and Model Ordinance**

Following the comment period and subsequent deliberations between the Consultant and the Committee, the draft model ordinance and design manual will receive a final review and revision. The final revision will be discussed in at least one meeting with the Committee before publishing for adoption by the jurisdictions within the Region. The adopted version will be supported by a runoff reduction spreadsheet, plan review checklists, construction details and inspection specifications for BMPs, and maintenance and inspection forms for the post-construction BMPs. Forms for post-construction inspection and maintenance assurances will be included in the final document package provided to the Committee. Upon completion of the Regional Model Ordinance and Stormwater Design Manual, the Consultant will provide up to three (3) days of training for engineers and plan reviewers on the revised stormwater manual submittal requirements, and use of the stormwater spreadsheet to document volume control and pollutant removal.

**Assumptions:**

1. The Consultant will produce the final version of the regional design manual based upon review of public comments and deliberations with the Committee.
2. The Consultant will make the final version of the regional design manual available in electronic format for review and ultimate web posting by the Committee members.

3. The final manual will be published in PDF format. The Contractor will provide the necessary electronic files for professional reproduction, but will not produce printed copies.

**Deliverables:**

1. A final deliberations meeting on the regional design manual with the Committee and followed up with meeting notes.
2. Create construction details for each structural BMP that can be utilized by each jurisdiction as desired and/or as allowed by zoning codes. At a minimum, the following should be included:
  - a. Bio-retention
  - b. permeable pavement
  - c. infiltration
  - d. green roof
  - e. rainwater harvesting (cisterns)
  - f. irrigation reuse systems
  - g. disconnection
  - h. open channels
  - i. filtration
  - j. dry detention practices
  - k. wet detention ponds
  - l. stormwater wetlands
3. Provide notes for each construction detail that includes additional material specifications as needed, installation specs/requirements and construction sequence.
4. Three (3) training workshop for design stakeholders to learn how to use the new design manual and associated support documentation and spreadsheet.

## **ARTICLE 2 LIABILITY**

The County and Contractor shall not be responsible to each other, except as provided in Article 3 below, for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder, plus attorney fees as provided in Article 8 below.

## **ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents, subcontractors and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including

attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

#### **ARTICLE 4 ASSIGNMENT**

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

#### **ARTICLE 5 TERM**

The initial term of this Agreement shall begin 1 August 2018 and end on 31 July 2019, or upon acceptance of all deliverables and completion of the SOW, whichever occurs first. The County shall have the option to extend the ending date, however in no instance shall an extension be beyond 31 October 2019.

#### **ARTICLE 6 COMPENSATION**

Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract will not exceed One hundred seventy-nine thousand, five hundred fifty-four dollars and zero cents (\$179,554.00), subject to the terms and conditions of this Agreement.

#### **ARTICLE 7 INSURANCE**

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFQ 050718.

**INSURANCE REQUIREMENTS:** Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and

Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

## **ARTICLE 8 DEFAULT**

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

## **ARTICLE 9**

## **TERMINATION**

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

## **ARTICLE 10 COUNTY RESPONSIBILITIES**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required. County shall act as liaison and use its best efforts to coordinate between the Contractor and the County Partners referenced in paragraph "E" in the above recitals.

## **ARTICLE 11 FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

## **ARTICLE 12 SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

## **ARTICLE 13 INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 14  
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Interim Beaufort County Administrator  
Attn: Mr. Tom Keaveny  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Beaufort County  
Attn: Beaufort County Purchasing Director  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Contractor: Center for Watershed Protection  
3290 North Ridge Road, Suite 290  
Ellicott City, MD 21043

**ARTICLE 15  
AUDITING**

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

**ARTICLE 16  
GRATUITIES**

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

**ARTICLE 17  
INVOICES**

All invoices for work done under this Agreement should be directed to Eric Larson, Director Environmental Engineering & Land Management.

Located at:           120 Shanklin Road  
                          Beaufort, SC 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order
- d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate. Invoices will be itemized by Scope of Work. Invoices to be submitted with 30 days of work performed. End of fiscal year (June 30<sup>th</sup>) invoices are due by July 30<sup>th</sup>. Invoices received after July 30<sup>th</sup> will not be accepted or paid.

**ARTICLE 18  
PURCHASE ORDERS**

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

**ARTICLE 19  
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this Agreement by reference:

- a) RFQ
- b) Bid Response

**ARTICLE 20  
TOTAL AGREEMENT**

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

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

**WITNESSES:**

*C. Keryl Harris*  
*Annice Shroyer*

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

Signature: *Tom Keaveny*  
Name: Tom Keaveny, Interim County  
Administrator  
P. O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: 843-255-2026  
Fax: 843-255-9403  
Date: 9.28.2018

**WITNESSES:**

*Doreen C. Camerta*  
*M. A.*

**Center for Watershed Protection**

Signature: *Hyun Jeong Kwon*  
Name: Hyun Jeong Kwon  
Address: 3290 North Ridge Rd #290  
Phone: Elliott City MD 20643 410-461-6323  
Email: hyk@cwpr.org  
Date: 9/19/2018



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

IFB# 080719 Project Management, Landscape Installation & Maintenance Services for the Highway 278 Medians between Tanger 1 and Westbury Park Way

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

September 16, 2019

#### Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director and Nancy Moss, Community Development Planner

#### Issues for Consideration:

On August 7, 2019 the Purchasing Department received three responses to the above IFB. See the attached memo. The Community Development Department Staff reviewed all of the responses and selected BrightView as the number one ranked firm. BrightView provided the lowest price of \$67,898.86

#### Points to Consider:

This service includes landscape site preparation, twelve month hand watering, warranty and maintenance program to facilitate plant establishment, cost of plants and installation of plants, and the cost of pine straw mulch with installation. The work is expected to begin on October 1, 2019 and end on September 30, 2020.

#### Funding & Liability Factors:

Funding is from the Tree Reforestation Fund which contains \$44,901.31 from the surplus COROC funds for Tanger 1 - Tanger 2 landscaping project and \$22,997.55 from the South-of-th-Broad Tree Mitigation Fund. There was \$971,752.32 in the Tree Reforestation Fund as of 08/20/2019.

#### Council Options:

Award the contract or not award the contract.

#### Recommendation:

The Purchasing Department recommends that the Natural Resources Committee approve and recommend to County Council the contract award to BrightView Landscape Services, Inc. in the amount of \$67,898.86 for the aforementioned Landscaping Services from the finding sources listed above.



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

TO: Councilwoman Alice Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPO, Purchasing Director

**SUBJ: Recommendation of Contract Award for IFB #080719 Project Management, Landscape Installation & Maintenance Services for the Highway 278 Medians between Tanger 1 and Westbury Park Way for Beaufort County**

DATE: September 16, 2019

**BACKGROUND:** On August 7, 2019, Beaufort County received three bids for landscaping services for the Highway 278 traffic medians between Tanger 1 and Westbury Park Way in Bluffton, South Carolina. This service includes landscape site preparation, a twelve (12) month hand-watering, warranty and maintenance program to facilitate plant establishment, cost of plants and installation of plants, and the cost of pine straw mulch with installation. The work is estimated to begin on October 1, 2019 and is estimated to end on September 30, 2020. The bids were evaluated by the Community Development Department staff for the following three firms: BrightView Landscape Services, Inc., Hilton Head Landscapes, LLC; and The Greenery on August 13, 2019 and selected BrightView Landscape Services, Inc. as the lowest responsive/responsible bidder. Please see below the three firms that submitted proposals for this project, and their final ranking.

**FIRMS FINAL RANKING:**

**Cost:**

1. BrightView Landscape Services, Inc., Bluffton, SC 29910	\$67,898.86
2. Hilton Head Landscapes, LLC, Hilton Head Island, SC 29926	\$69,071.50
3. The Greenery, Inc., Hilton Head Island, SC 29938	\$99,715.10

\*All firms are self-performing this project.

**FUNDING:** Funding is from the Tree Reforestation Fund which contains \$44,901.31 of the surplus COROC funds for Tanger 1 – Tanger 2 project and \$22,997.55 from the South-of-the-Broad Solar Panel Tree Mitigation. There was \$971,752.32 as of 08/20/19.

**FOR ACTION:** Natural Resources Committee meeting on Monday, September 16, 2019 at 4:00 p.m.

**RECOMMENDATION:** The Community Development Department recommends that the Natural Resources Committee approve the contract award to BrightView Landscape Services, Inc. in the amount of \$67,898.86 for the aforementioned Landscaping Services from the funding sources listed above.

CC: Ashley Jacobs, County Administrator  
Alicia Holland, Asst. Co. Administrator, Finance  
Eric Greenway, Community Development Department Director

Att: Landscape Plan Drawing



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Brewer Memorial Park 2019 JOA and Operating Agreements

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

September 3, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A revised Joint Ownership Agreement (JOA) between the County and BCOLT for Brewer Memorial Park.

A new Operating Agreement between the County and BCOLT for Brewer Memorial Park.

#### Points to Consider:

With the construction of the new stormwater demonstration site at Brewer Memorial Park, revisions to the original 2011 JOA, and the development of a more specific operating and maintenance agreement, are necessary. County staff/Legal and BCOLT agree to the documents as written.

#### Funding & Liability Factors:

None

#### Council Options:

1) Approve the 2019 JOA and Operating Agreements as written; 2) Approve the 2019 JOA and Operating Agreements with revisions; 3) Do not approve the 2019 JOA and Operating Agreements

#### Recommendation:

Approve the County Administrator to execute the Brewer Memorial Park 2019 Joint Ownership and Operating Agreements as written.

**ORDINANCE 2019/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE BREWER MEMORIAL PARK 2019 JOINT OWNERSHIP AND OPERATING AGREEMENTS WITH THE BEAUFORT COUNTY OPEN LAND TRUST**

**WHEREAS**, Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) are joint owners of certain real property in Beaufort County, South Carolina known as Brewer Memorial Park (aka Factory Creek Vista) on Lady’s Island under and by virtue of that certain general warranty deed dated December 9, 2011 and recorded at Deed Book 03104, Pages 1056-1058, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

**WHEREAS**, the County is the owner of a 49% undivided interest in the Property and BCOLT is the owner of a 51% undivided interest in the Property; and

**WHEREAS**, County Council finds that it is in the best interests of County citizens, residents and visitors to enter into a Joint Ownership Agreement and an Operating Agreement with BCOLT, which designate shared ownership, operating and maintenance responsibilities between the parties.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Brewer Memorial Park 2019 Joint Ownership and Operating Agreements with the Beaufort County Open Land Trust, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

**BREWER MEMORIAL PARK**

**(aka Factory Creek Vista)**

**JOINT OWNERSHIP AGREEMENT**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (referred to hereinafter as the “County”), and the Beaufort County Open Land Trust, a South Carolina non-profit corporation, (referred to hereinafter as “BCOLT”) as follows:

WHEREAS, the County and BCOLT are joint owners of certain real property in Beaufort County, South Carolina known as Brewer Memorial Park (aka Factory Creek Vista) on Lady’s Island under and by virtue of that certain general warranty deed dated December 9, 2011 and recorded at Deed Book 03104, Pages 1056-1058, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

WHEREAS the County is the owner of a 49% undivided interest in the Property and BCOLT is the owner of a 51% undivided interest in the Property; and

WHEREAS, the County and BCOLT intend by this Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, BE IT AGREED AS FOLLOWS:

**1. JOINT OWNERSHIP**

It is acknowledged that the parties to the Agreement jointly own the Property and the respective shares of ownership of the owners are as follows:

Beaufort County	49% undivided interest
Beaufort County Open Land Trust	51% undivided interest

The parties intend that the Property shall be used as a passive park and open space for the enjoyment of the citizens of Beaufort County as provided for in this Agreement. The Property is a memorial to Judith Haskell Brewer in honor of the individual whose private donation initiated and enabled the preservation of the land. A plaque inlaid on a brick monument has been constructed and is maintained by BCOLT as a memorial. Additionally, a small sign commemorating the collaborative purchase, similar to other jointly preserved properties, has been constructed and is to be maintained by the County.

**2. INTENDED USAGE**

It is agreed that the Property shall be used as a passive park and the Brewer Memorial Park Stormwater Demonstration Site open to the public by mutual consent of both parties and in accord with an Operating Policy agreed to by both parties.

The Property currently has a community pier and dock facility on the site which is under the jurisdiction of the County. It is intended that this pier and dock will remain for the enjoyment of the public with the following understanding:

1. The pier and dock is for non-motorized watercraft only.
2. Recreational fishing is allowed from the dock.
3. Repair and maintenance of the pier and dock is the responsibility of the County.
4. Enforcement and security of the pier and dock is the responsibility of the County.
5. The County will hold the dock facility permit.

BCOLT and the County shall jointly develop an Operating Policy governing the public use of the Property, which can be amended from time to time to reflect the current desires of the parties.

### **3. INSURANCE**

County and BCOLT each shall at all times maintain a policy of liability insurance with limits of liability of at least \$1,000,000.00 per occurrence for the uplands. County will carry liability insurance for the pier and dock.

### **4. MONITORING AND INSPECTIONS**

The property and grounds will be operated and maintained by BCOLT in accordance with the Operating Policy as open space. Monitoring and inspection of the grounds will be conducted by BCOLT.

The pier and dock facility will be operated and maintained by the County in accordance with its applicable policies. Monitoring and inspection of the pier and dock facility will be conducted by County personnel.

The Brewer Memorial Park Stormwater Demonstration Site, as illustrated in Exhibit A, will be operated and maintained by the County in accordance with its applicable policies. Monitoring and inspection of the Brewer Memorial Park Stormwater Demonstration Site will be conducted by County personnel.

### **5. NOTICE**

Each party shall give the other prompt notice of any adverse circumstance or situation 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:

Beaufort County, Attn: County Administrator, P.O. Box 1228, Beaufort, SC 29901

Beaufort County Open Land Trust, Attn: Executive Director, P.O. Box 75, Beaufort, SC 29901

## **6. BREACH OF CONTRACT**

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement or that a breach is threatened, the claiming party shall notify the other party of the breach (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the noticed party of such breach (hereinafter, "Second Notice") and demand corrective action.

If the noticed party fails to cure the breach within sixty (60) days after receipt of Second Notice, the claiming party may bring an action at law or in equity in a court of competent jurisdiction.

## **7. TERMINATION**

Either party shall have the right to terminate this Agreement upon six (6) months' prior written notice. In the event either party terminates this Agreement, it shall accompany notice of termination with an offer to purchase the ownership interest of the other party in the Property based upon a current professional (MAI) appraisal of the Property. The noticed party shall have thirty (30) days to respond to the terminating notice with a written confirmation of purchase offer acceptance.

## **8. OTHER PROVISIONS**

- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors, and assigns.
- (b) All prior agreements by or between the parties shall be deemed to have merged into this Agreement, including the Factory Creek Vista Joint Ownership Agreement dated March 2, 2011.
- (c) No amendment or change to this Agreement shall be effective unless made in writing and signed by authorized representative of both parties.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

SO AGREED this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

BEAUFORT COUNTY

By: \_\_\_\_\_  
Name: Ashley Jacobs  
Title: County Administrator

BEAUFORT COUNTY OPEN LAND  
TRUST

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Kristin Williams  
Title: Executive Director



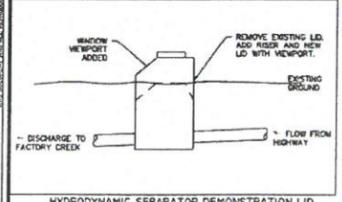
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PERMEABLE CONCRETE



POROUS PAVERS

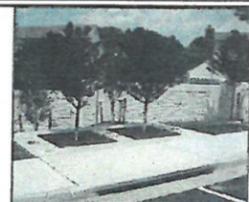


HYDRODYNAMIC SEPARATOR DEMONSTRATION LID

NOTE: EDUCATIONAL SIGNAGE TO BE INSTALLED AT EACH BMP



LIVING SHORELINE



FILTERRA BIORETENTION



GRAVEL DRIVE



WOODEN BULKHEAD



INFILTRATION TRENCH



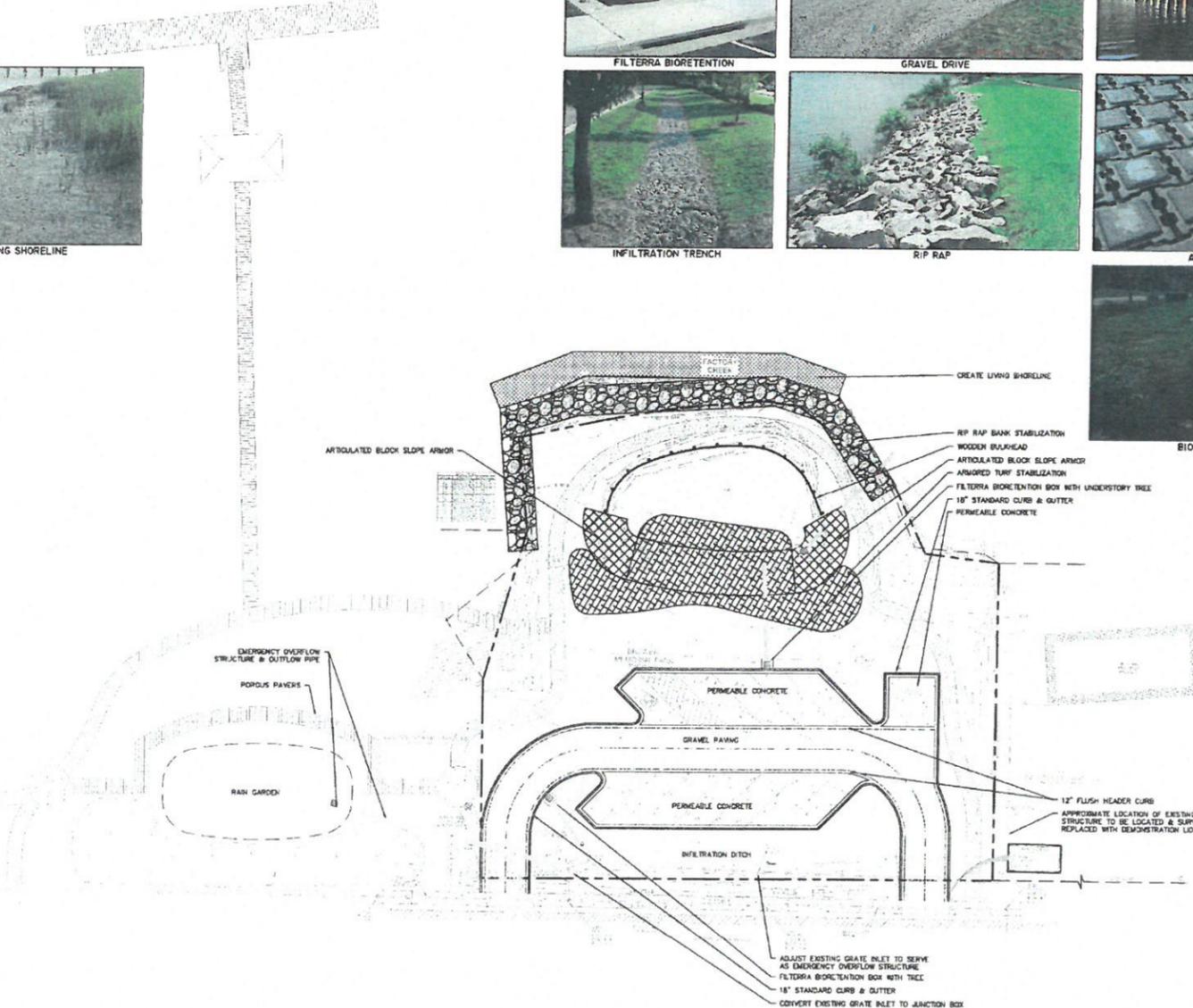
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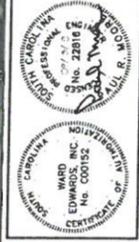
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BIORETENTION / RAIN GARDEN



# BREWER MEMORIAL PARK STORMWATER BMP IMPROVEMENTS



NO.	DESCRIPTION	DATE
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**Ward Edwards**  
ENGINEERING  
P.O. BOX 10411, SOUTH CAROLINA 29910  
FAX: (803) 799-2338  
WWW.WARDEDWARDS.COM

**BREWER MEMORIAL PARK**  
BEAUFORT COUNTY, SOUTH CAROLINA  
BEAUFORT COUNTY, SOUTH CAROLINA  
**CONCEPT PLAN**

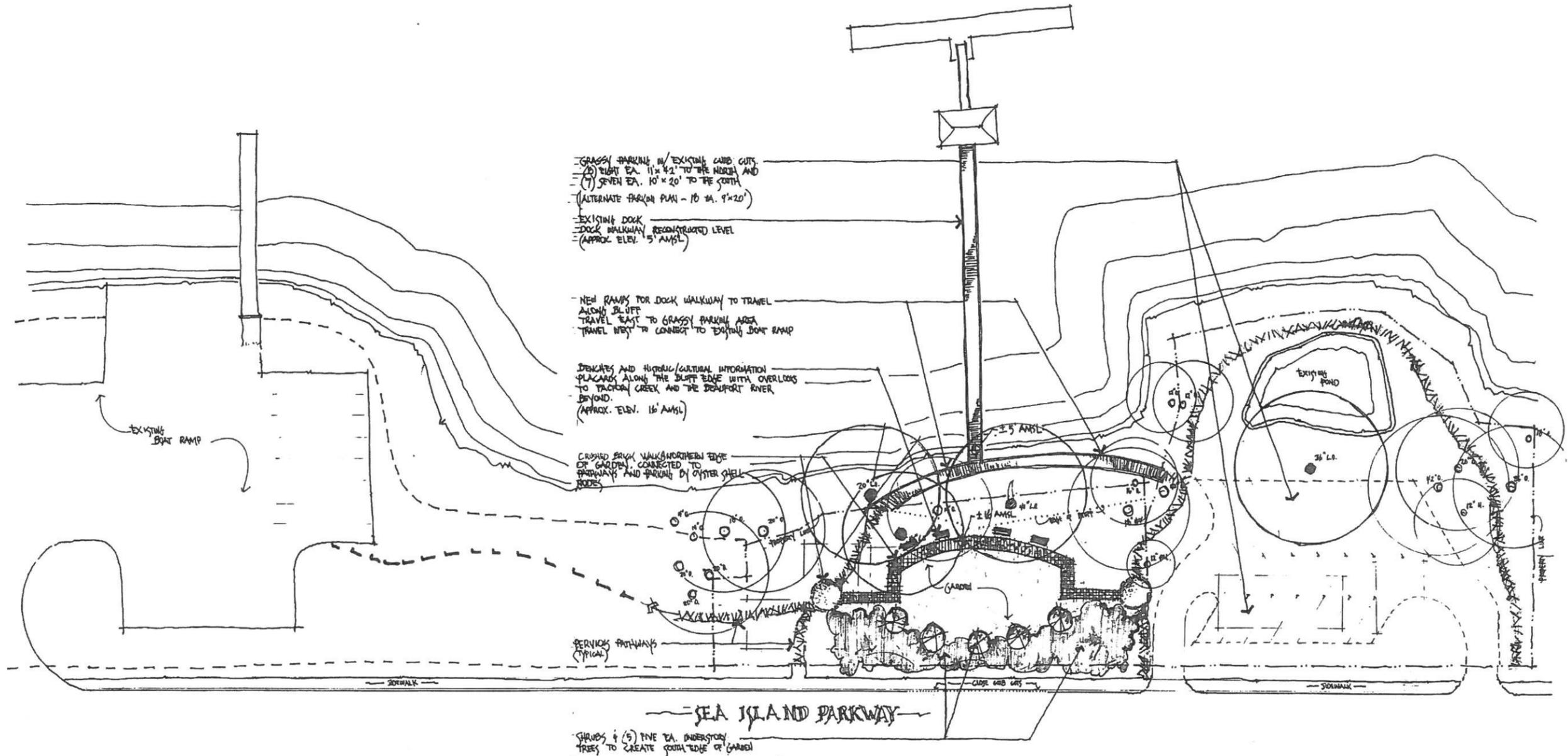
IF NOT FOR CONSTRUCTION OR RELEASED FOR CONSTRUCTION

PROJECT # \_\_\_\_\_ ISSUE DATE: 06/13/18  
 DRAWN BY: J.N. CHECKED BY: J.N.  
 SCALE: 1"=20'

SHEET  
**EX.01**



IF THIS SHEET IS 1/4" SCALE (1/4" = 1'-0") IT IS A REDUCED PRINT. SCALE ACCORDINGLY.



Project VISTA  
 Factory Creek

## **BREWER MEMORIAL PARK**

**(aka Factory Creek Vista)**

### **OPERATING POLICY**

As designated by the Brewer Memorial Park Joint Ownership Agreement (JOA), Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) mutually agree to the duties and responsibilities as described in this Operating Policy.

#### **PROPERTY DESCRIPTION**

The Properties (R200 015 000 0142/143C 0000), known as Brewer Memorial Park (aka Factory Creek Vista), are jointly owned by the County (49%) and BCOLT (51%) and is more particularly described in Exhibit A.

#### **USE OF PROPERTY**

Brewer Memorial Park shall be used as a passive park for passive recreation, as described in the JOA and defined by the County’s Community Development Code and also as the Brewer Memorial Park Stormwater Demonstration Site. The County’s Passive Parks Ordinance (2018/53) shall apply to the Property.

#### **HOURS OF OPERATION**

Brewer Memorial Park shall be open to the public from dawn to dusk, with the public entrance off U.S. Highway 21 at the south base of the Woods Memorial Bridge on Lady’s Island.

#### **ROUTINE MAINTENANCE BY BCOLT**

BCOLT shall be responsible for certain routine maintenance tasks of Brewer Memorial Park, including but not limited to:

- Grass cutting and landscape plants along the property entrance, parking area, and open grounds.
- Landscape plants within the bioretention tree box and bioretention/rain garden, after installation by the County.
- Tree pruning and limb removal as needed for health and safety of the trees and the public, as approved by the County’s Natural Resource Planner.
- Irrigation systems.
- Lighting, including rental of fixtures and monthly utility bills.

Routine maintenance shall be provided by BCOLT.

#### **ROUTINE MAINTENANCE BY COUNTY**

County shall be responsible for certain routine maintenance tasks of Brewer Memorial Park including but not limited to:

- Signage, fencing, gates, bollards, locks, roadways, parking areas, piers, docks, and debris removal requiring the use of heavy equipment.
- The Brewer Memorial Park Stormwater Demonstration Site, as shown on Exhibit B, which may include:
  - Armored turf pond slope treatment
  - Articulated block pond slope treatment
  - Rip rap pond slope treatment
  - Wooden bulkhead pond edge treatment
  - Permeable concrete
  - Porous pavers
  - Hydrodynamic separator demonstration lid
  - Bioretention tree box
  - Infiltration trench
  - Gravel drive
  - Bioretention/rain garden
  - Living shoreline

### **MINOR REPAIR**

It shall also be the responsibility of BCOLT to repair or replace any condition on the Property mutually deemed by the parties to be unsafe, the cost of which shall not exceed \$2,500.00.

### **MAJOR REPAIR OR MAINTENANCE**

In the event the estimated cost of a repair or maintenance item exceeds \$2,500.00, the entire cost of such major maintenance or repair shall be shared in the proportion of ownership, or as mutually agreed upon by County and BCOLT.

### **MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS**

Any “major alterations” or “capital improvement” on Brewer Memorial Park shall be mutually agreed to by both parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of such major repairs or capital improvements shall be mutually agreed to between the parties on a case by case basis. For the purposes of this Policy, the term “major alteration” or “capital improvement” shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

### **EDUCATIONAL EVENTS**

The Brewer Memorial Park Stormwater Demonstration Site installed on the Property by the County is intended to be educational in nature. As such, the County and BCOLT shall encourage field trips and site visits to the Property by schools, civic groups, environmental clubs, and similar organizations. There shall be no charge for these types of events.

**SECURITY**

Brewer Memorial Park shall fall under the jurisdiction of the Beaufort County Sheriff's Department and will be routinely monitored by such.

**TERMINATION**

Either party shall have the right to terminate this Operating Policy upon thirty (30) days written notice for cause, which shall mean material breach of any obligation of the other party under the terms and provisions of this Operating Policy. In addition, either party shall have the right to terminate this Operating Policy upon six (6) months' prior written notice without cause.

**BEAUFORT COUNTY**

**BEAUFORT COUNTY OPEN LAND TRUST**

\_\_\_\_\_  
By: Ashley Jacobs  
Title: County Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Kristin Williams  
Title: Executive Director  
Date: \_\_\_\_\_

WITNESSES:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

WITNESSES:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## EXHIBIT A

### Parcel R200 015 000 143C 0000

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, being a portion of Lot 25, Section 9, 1S1W as shown on a plat prepared by R.D. Trogon, Jr., RLS, dated October 29, 1968, and recorded in Deed Book 160 at Page 23 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to an individual plat prepared by David S. Youmans, RLS, dated October 4, 1994, and recorded in Record Book 736 at Page 741 at the office of the Register of Deeds for Beaufort County, South Carolina. SAVE AND EXCEPT THEREFROM that portion of the property shown as Parcels "A" and "C" on a plat prepared by David E. Gasque, RLS, dated January 8, 1997, and recorded in Plat Book 59 at Page 117 at the office of the Register of Deeds for Beaufort County, South Carolina, which was conveyed to Beaufort County by deed of James A. Trumps dated January 31, 1997, and recorded in Record Book 923 at Page 2419 at the office of the Register of Deeds for Beaufort County, South Carolina. AND ALSO, all those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being shown as Parcels "B" and "D" on a plat prepared by David E. Gasque, RLS, dated January 8, 1997, and recorded in Plat Book 59 at Page 117 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to a plat prepared by Lorick V. Fanning, dated January 2, 2009, which is recorded in Plat Book 133 at Page 149 in the Office of the Register of Deeds for Beaufort County, South Carolina.

This is the same property acquired by the within Grantor by way of deed dated September 22, 2004 and recorded in Book 2027 at Page 472 in the Office of the Register of Deeds for Beaufort County, South Carolina.

### Parcel R200 015 000 0142 0000

All that certain piece, parcel or lot of land with improvements thereon, situated, lying and being on Lady's Island in the City of Beaufort, County of Beaufort, State of South Carolina, and being shown and designated as 0.580 acres, more or less, on a plat prepared for Lois Jenkins, dated February 14, 2007 and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 118 at Page 120.

The property conveyed herein is the same property conveyed to Lois P. Jenkins, Vivian Pigler (a/k/a Vivian P. Tolbert), and James E. Pigler, by Deed of Willie Pigler, dated January 20, 1966 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 135, at Page 105. Thereafter, upon the death of James E. Pigler on March 30, 1989, by Deed of Distribution dated August 7, 1993, and recorded in the Office of the Register of Deeds in Book 664, at Page 399, Muriel H. Pigler, Personal Representative of the Estate of James E. Pigler, conveyed the decedent's undivided one-third (1/3) interest as follows: Muriel H. Pigler, an undivided one-sixth (1/6) interest; Yvonne Pigler Magness, an undivided one-twenty-fourth (1/24) interest; Sandra Patricia Pigler, an undivided one-twenty-fourth (1/24) interest; and James Edward Pigler, Jr., an undivided one-twenty-fourth (1/24) interest. (See Beaufort County Probate Case No. 89ES0700371). Thereafter, by Deed dated September 7, 1993, and recorded in the Office for the Register of Deeds, Muriel H. Pigler conveyed her undivided one-sixth (1/6) interest in said property to Yvonne Pigler Magness, Sandra Patricia Pigler, Carmen Celeste Pigler and James Edward Pigler, Jr., each of whom owned an undivided one-twelfth (1/12) interest in the above-described real property.

EXHIBIT B

Brewer Memorial Park Stormwater Demonstration Site Project Plans



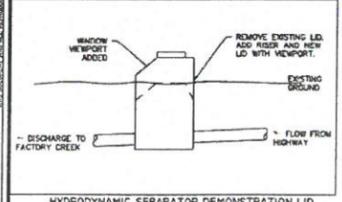
ARMORED TURF



PERMEABLE CONCRETE



POROUS PAVERS

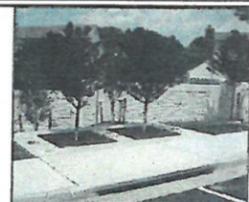


HYDRODYNAMIC SEPARATOR DEMONSTRATION LID

NOTE: EDUCATIONAL SIGNAGE TO BE INSTALLED AT EACH BMP



LIVING SHORELINE



FILTERRA BIORETENTION



GRAVEL DRIVE



WOODEN BULKHEAD



INFILTRATION TRENCH



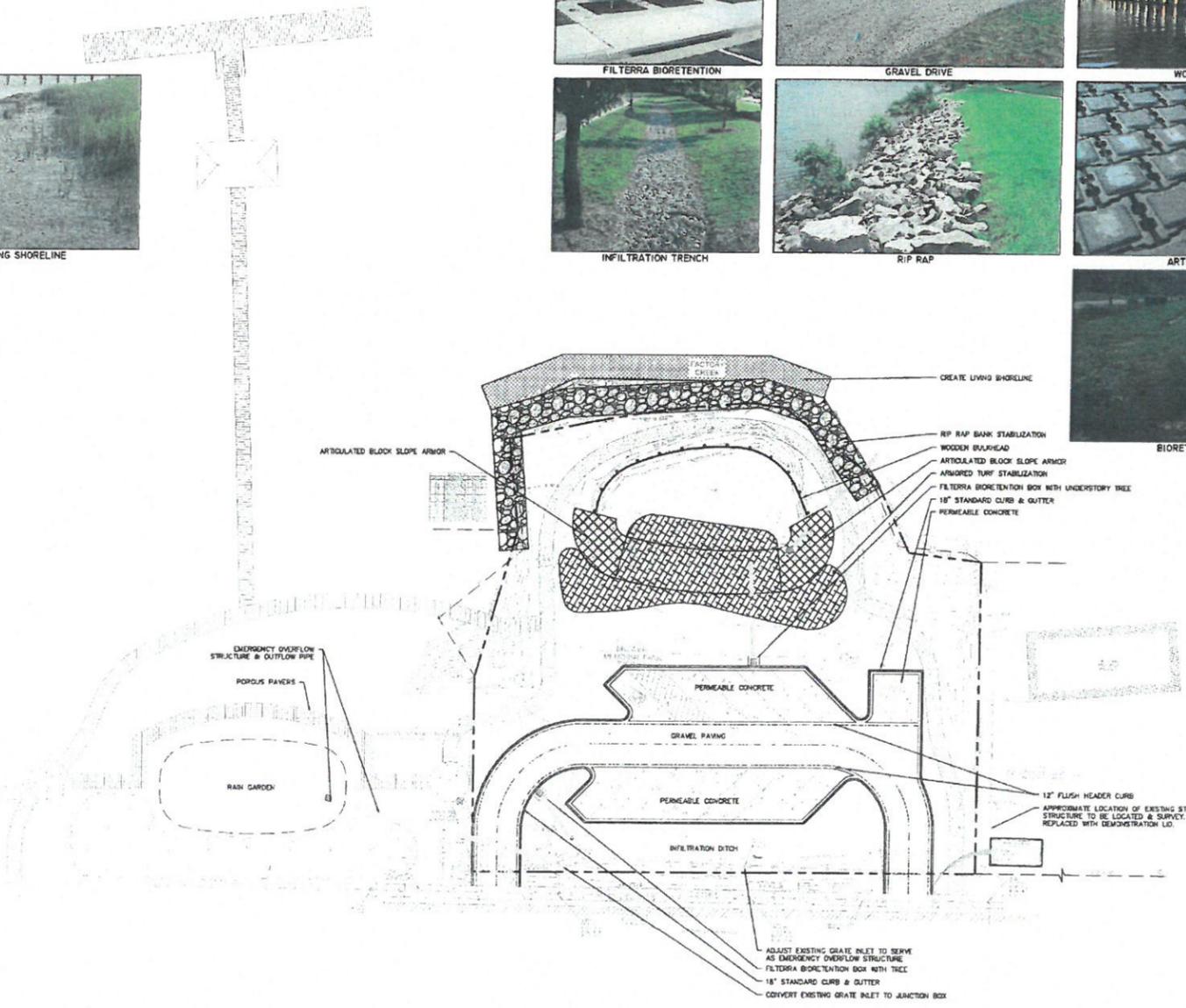
RIP RAP



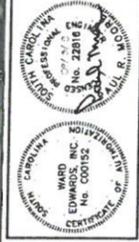
ARTICULATED BLOCK



BIORETENTION / RAIN GARDEN



# BREWER MEMORIAL PARK STORMWATER BMP IMPROVEMENTS



NO.	DESCRIPTION	DATE
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**Ward Edwards**  
ENGINEERING  
P.O. BOX 10411, RDU, NC 27710  
WWW.WARDEDWARDS.COM

**BREWER MEMORIAL PARK**  
BEAUFORT COUNTY, SOUTH CAROLINA  
BEAUFORT COUNTY, SOUTH CAROLINA  
**CONCEPT PLAN**

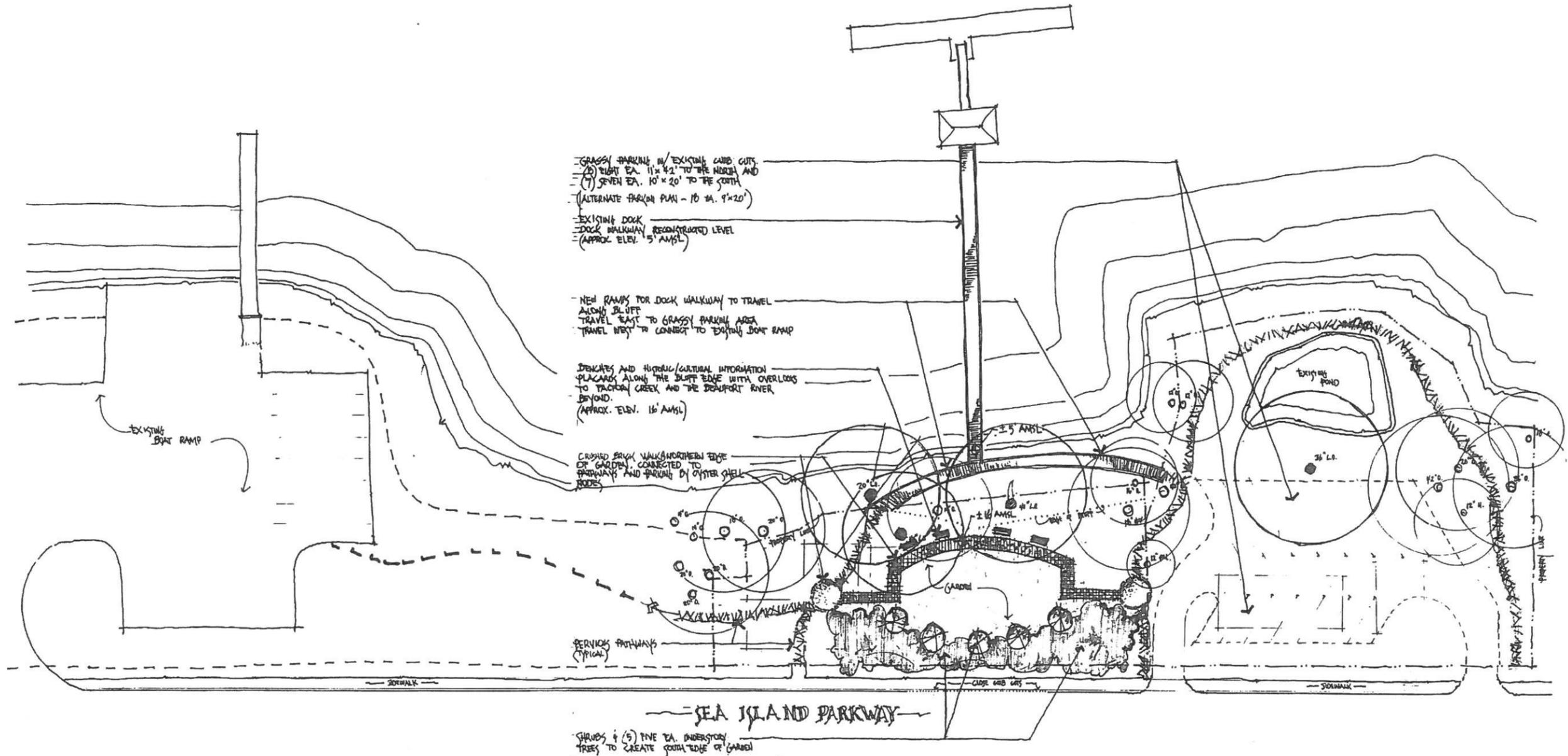
IF NOT FOR CONSTRUCTION RELEASED FOR CONSTRUCTION

PROJECT # \_\_\_\_\_  
DATE: 06/13/18  
DESIGNED BY: J.N.  
CHECKED BY: J.N.  
SCALE: 1"=20'

SHEET  
**EX.01**

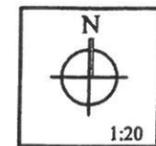


IF THIS SHEET IS 1/4" SCALE (1/4" = 1'-0") IT IS A REDUCED PRINT. SCALE ACCORDINGLY.



MONTGOMERY  
 ARCHITECTURE &  
 PLANNING, INC.  
 1-17-13  
 www.monarchpl.com

Project VISTA  
 Factory Creek





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

RCLP Program Ordinance (NEW)

#### Council Committee:

Natural Resources

#### Meeting Date:

September 16, 2019

#### Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

#### Issues for Consideration:

Adoption of a new ordinance that provides process specificity for the Rural and Critical Lands Preservation Program.

#### Points to Consider:

An RCLPP Ordinance was adopted in 1998. In 2006, the RCLPP Ordinance was removed from the code. There is currently no County code governing the administration of the RCLP Program. In 2006 a guidelines resolution was adopted, but it lacks detail. This new ordinance is needed in order to memorialize current RCLP Program procedures. The Beaufort County Open Land Trust and Beaufort County Staff/Legal agree with this ordinance as written. As a follow up to the August NRC discussion, the staff and Open Land Trust representatives met to address comments received since that meeting.

#### Funding & Liability Factors:

N/A

#### Council Options:

1. Approve as written. 2. Approve with revisions. 3. Do not approve.

#### Recommendation:

Staff recommends to approve the ordinance as written.

2019/ \_\_

**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 ~~those areas designated as "rural service areas" and "resource conservation areas" on the Zoning Map of Beaufort County, as adopted and amended by County Council;~~ 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. *Rural service area* means ~~those areas of land in the County designated as "rural service areas" on the Zoning Map of Beaufort County, as adopted and amended by County Council.~~

~~17.~~ 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.

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**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 where a ~~decision recommendation~~ to acquire will or will not be ~~approved for each application made to County Council for approval.~~

9. The NRC ~~approved recommendation and~~ applications will be presented to the full County Council for final approval. ~~no less than thirty (30) days prior to the closing date.~~
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 ~~Code 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 ~~shall~~ 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 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 \_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

**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.
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**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.
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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.
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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.
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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.

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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.
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**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 where a recommendation to acquire will or will not be made to County Council for approval.
  9. The NRC 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 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 \_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

RCLP Board Ordinance

#### Council Committee:

Natural Resources

#### Meeting Date:

September 16, 2019

#### Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

#### Issues for Consideration:

The revisions to the existing Rural and Critical Land Preservation Board Ordinance (Division 5, Section 2, 281-290).

#### Points to Consider:

Clarifying appointment, officer, and procedures sections also including board reporting and grammatical updates. Revisions for consistency with other board ordinances and current procedures. Beaufort County Open Land Trust and Beaufort County Staff/Legal are in agreement with the revisions as written.

#### Funding & Liability Factors:

N/A

#### Council Options:

1. Approve as written. 2. Approve with revisions. 3. Do not approve.

#### Recommendation:

Staff recommendation is to approve revisions as written.

## 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. 2-293 – 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 his actual and necessary mileage expenses incurred in the performance of his 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 his membership from selling any parcel or the development rights of any parcel in which ~~he has~~ they have a financial interest, but any member with a direct or indirect financial interest in such parcel shall recuse ~~himself~~ 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 promulgate procedures necessary to promote the efficient, uniform, and countywide administration of this article. 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, ~~a set of the~~ Beaufort County Rural and Critical Lands Preservation Program ~~GreenPrint Policies and Guidelines~~ to guide the identification ~~and~~, prioritization, ~~and management~~ of parcels to be acquired through the county rural and critical ~~[lands]~~ preservation program. ~~The board may make recommendations to county council for amendments to the policies and guidelines as the need arises;~~
- (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 ~~Beaufort County~~ Rural and Critical Lands Preservation Program ~~Ordinance Policies and Guidelines~~;
- (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
- (1)(6) Dollars spent and leveraged in the given year for the program.

**Cross reference** – Administration, ch. 2.

Secs. 2-28~~8~~9 – 2-290. – Reserved.

## 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.

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- (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.



Paul Yang  
30 Pinnacle Shores  
Newnan Ga.30265

Ms. Ashely Jacobs, County Administrator  
100 Ribaut Road  
Beaufort, South Carolina 29902

Dear Ms Jacobs

I am contacting you as the duly appointed representative of Mr. Tao, owner of the property known as the Lobeco Chemical site on John Meeks Road in Beaufort, South Carolina. It has come to my attention that Beaufort County is interesting in gaining control of this site along with other properties in the area for development purposes. We were disappointed to learn that the county was not keen on our plans to develop a sea products processing operation at this site.

For years we have been working on clean-up plans and paying the taxes on this site in hopes of putting it back into productive use. While disappointed that our plans are not a fit, we'd be interested in selling the site to the county. After carefully reviewing our records for expenditures to improve the site and other costs: tax alone for last six years is almost \$80,000 expenses for surveying, inspections, engineering on the pile of solid waste left by the previous owner and other clean-up expenses we'd like to sell the property \$760,000.

We are looking forward hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to be "Paul Yang", written over a light blue horizontal line.

Paul Yang

Cc: Stu Rodman, Chairman of County Council . John O'Toole, Executive Director, BCEDC

State of Georgia }

County of Loweta }

## STATUTORY FORM POWER OF ATTORNEY

### IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you. If you revoke the power of attorney, you must communicate your revocation by notice to the agent in writing by certified mail and file such notice with the clerk of superior court in your county of domicile.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

### DESIGNATION OF AGENT

I Tao Kai Fu (Name of principal) name the following person as my agent:

Name of agent: Paul Yang

Agent's address: \_\_\_\_\_

Agent's telephone number: \_\_\_\_\_

Agent's e-mail address: \_\_\_\_\_

**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: \_\_\_\_\_

Successor agent's address: \_\_\_\_\_

Successor agent's telephone number: \_\_\_\_\_

Successor agent's e-mail address: \_\_\_\_\_

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of second successor agent: \_\_\_\_\_

Second successor agent's address: \_\_\_\_\_

Second successor agent's telephone number: \_\_\_\_\_

Second successor agent's e-mail address: \_\_\_\_\_

**GRANT OF GENERAL AUTHORITY**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)

Real property

Tangible personal property

Stocks and bonds

Commodities and options

Banks and other financial institutions

\_\_\_\_\_ Disclaim or refuse an interest in property, including a power of appointment

**LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the power of attorney):

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**EFFECTIVE DATE**

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

**NOMINATION OF CONSERVATOR (OPTIONAL)**

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate: \_\_\_\_\_

Nominee's address: \_\_\_\_\_

Nominee's telephone number: \_\_\_\_\_

Nominee's e-mail address: \_\_\_\_\_

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

Your signature 陶开富 TAO KAI FU Date 2019.3.17

Your name printed TAO KAI FU 陶开富

\_\_\_\_\_ Disclaim or refuse an interest in property, including a power of appointment

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If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate: \_\_\_\_\_

Nominee's address: \_\_\_\_\_

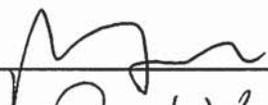
Nominee's telephone number: \_\_\_\_\_

Nominee's e-mail address: \_\_\_\_\_

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

Your signature  Date 3/19/2019

Your name printed Paul Yang

Your address 30 Pinnacle Shores, Newnan Ga. 30265

Your telephone number 678 378 3533

Your e-mail address YangP2953@gmail.com

This document was signed in my presence on March 19, 2019, (Date) by

Tao, Kai Fu (Name of principal)

Witness Signature \_\_\_\_\_

Witness's name printed \_\_\_\_\_

Witness's address \_\_\_\_\_

Witness's telephone number \_\_\_\_\_

Witness's e-mail address \_\_\_\_\_

State of Georgia }

County of \_\_\_\_\_ }

This document was signed in my presence on March 19, 2019 (Date) by

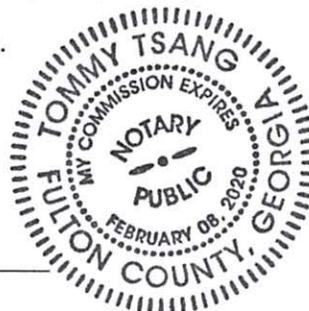
Tao, Kai Fu (Name of principal).

(Seal)

Signature of notary \_\_\_\_\_

My commission expires 2/8/2020

This document prepared by Paul Yang



### IMPORTANT INFORMATION FOR AGENT

#### *Agent's Duties*

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

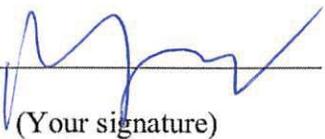
- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act

in the principal's best interest;

(2) Act in good faith;

(3) Do nothing beyond the authority granted in this power of attorney; and

(4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

Tao Kai Fu by  as Agent.  
(Principal's name) (Your signature)

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) Act loyally for the principal's benefit;

(2) Avoid conflicts that would impair your ability to act in the principal's best interest;

(3) Act with care, competence, and diligence;

(4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;

(5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and

(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

#### *Termination of Agent's Authority*

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal;

(2) The principal's revocation of your authority or the power of attorney so as long as the revocation of the power of attorney is communicated to you in writing by certified mail and provided that such notice is filed with the clerk of superior court in the county of domicile of the principal;

(3) The occurrence of a termination event stated in the power of attorney;

**NOTARY ACKNOWLEDGMENT**

State of GA

County of Coweta

On March 19, 2019, before me, Tommy Tsang, a notary public in and for said state, personally appeared, \_\_\_\_\_

\_\_\_\_\_ who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

**WITNESS** my hand and official seal.

[Signature]  
Signature of Notary

Affiant Known \_\_\_\_\_ Produced ID \_\_\_\_\_

Type of ID \_\_\_\_\_





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Request for Qualifications (RFQ) # 061719 for Coordinated Comprehensive Master Planning Services between Beaufort County, the Town of Port Royal, and the Town of Bluffton

#### Council Committee:

Natural Resources

#### Meeting Date:

September 16, 2019

#### Committee Presenter (Name and Title):

Robert Merchant, Community Development Deputy Director

#### Issues for Consideration:

Beaufort County issued a Request for Qualifications (RFQ) from qualified firms to provide coordinated comprehensive planning services for Beaufort County and The Town of Port Royal, and The Town of Bluffton. The intent of these services is to write and adopt a place-based Comprehensive Plan; which comports with the requirements of the State of South Carolina and meets the long range planning needs of the individual jurisdictions. Since the publication of the RFQ, the Town of Bluffton announced that it is delaying the update of its comprehensive plan and would not participate.

#### Points to Consider:

See above.

#### Funding & Liability Factors:

The total cost of the contract is \$238,370. Beaufort County will contribute \$178,370; the Town of Port Royal will contribute \$60,000. The funding for Beaufort County's contribution will be split between FY2020 and FY 2021.

#### Council Options:

Award or not award the contract.

#### Recommendation:

Award the contract to Design Workshop.



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

102 Industrial Village Road, Bldg 2—Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Alice G. Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Request for Qualifications (RFQ) # 061719 for Coordinated Comprehensive Master Planning Services between Beaufort County, the Town of Port Royal, and the Town of Bluffton**

DATE: September 16, 2019

**BACKGROUND:** Beaufort County issued a Request for Qualifications (RFQ) from qualified firms to provide coordinated comprehensive planning services for Beaufort County and The Town of Port Royal, and The Town of Bluffton. The intent of these services is to write and adopt a place-based Comprehensive Plan; which comports with the requirements of the State of South Carolina and meets the long range planning needs of the individual jurisdictions. Since the publication of the RFQ, the Town of Bluffton announced that it is delaying the update of its comprehensive plan and would not participate.

**VENDOR INFORMATION AND RANK ORDER**

**COST**

1. Design Workshop, Inc., Asheville, NC	\$295,000*
2. Benchmark, Charlotte, NC	\$300,000
3. Opticos Design, Inc., Berkeley, CA	\$525,000
4. McBride Dale Clarion, Cincinnati, OH	\$300,000

\*The Budget for Design Workshop has been revised to \$238,370 to reflect Bluffton not participating in the plan.

**FUNDING:**

1. FY 2020 - Beaufort County Community Development Department Comprehensive Plan line item # 1001132-51160 (Amount \$89,185).
2. FY 2021 - Beaufort County Community Development Department Comprehensive Plan line item # 1001132-51160 (Amount \$89,185).
3. Town of Port Royal - \$60,000

**FOR ACTION:** Natural Resources Committee meeting occurring September 16, 2019.

**RECOMMENDATION:** The Purchasing Department recommends that the Natural Resources Committee and County Council approve the contract award of \$238,370 to Design Workshop, Inc. for the aforementioned services.

CC: Ashley Jacobs, County Administrator  
Alicia Holland, Assistant County Administrator, Finance  
Monica Spells, Assistant County Administrator, Civic Engagement and Outreach  
Eric Greenway, Director of Planning

Attachments: RFQ Scoring Summary

Beaufort County Coordinated Comprehensive Plan with The Town of Port Royal and the Town of Bluffton, South Carolina

RFQ 061719

Summary Score Sheet

Evaluators	Name of Company	Name of Company	Name of Company	Name of Company
	<u>Benchmark</u>	<u>Design Workshop</u>	<u>McBride Dale Clarion</u>	<u>Opticos</u>
L. Bridges	68	80	68	60
E. Greenway	75	87	72	76
R. Merchant	76	94	80	81
B. Semmler	69	67	55	59
TOTALS:	288	328	275	276
1. Design Workshop	328			
2. Benchmark	288			
3. Opticos	276			
4. McBride Dale Clarion	275			