

COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR.
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, March 24, 2014

4:00 p.m.

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

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

1. CAUCUS - 4:00 P.M.
 - A. Discussion of Consent Agenda
 - B. Executive Session
 1. Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege
 - C. Discussion is not limited to agenda items
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Chairman Sommerville
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – March 10, 2014 ([backup](#))
 - B. Receipt of County Administrator’s Two-Week Progress Report ([backup](#))
 - C. Receipt of Deputy County Administrator’s Two-Week Progress Report ([backup](#))
 - D. Committee Reports (next meeting)
 1. Community Services (April 28 at 1:00 p.m., ECR)
 2. Executive (June 9 at 1:00 p.m., ECR)
 3. Finance (March 31 at 2:00 p.m., ECR, joint meeting with Public Facilities)
 - a. March 3, 2014 minutes ([backup](#))
 4. Governmental (April 7 at 4:00 p.m., ECR)
 - a. March 3, 2014 minutes ([backup](#))
 5. Natural Resources (April 7 at 2:00 p.m., ECR)
 - a. March 3, 2014 minutes ([backup](#))
 6. Public Facilities (March 31 at 2:00 p.m., ECR, joint meeting with Finance)
 - E. Appointments to Boards and Commissions ([backup](#))



7. PUBLIC COMMENT

8. COUNTY ADMINISTRATOR REPORT

Mr. Gary Kubic, County Administrator

A. Annual Status Report / Rural and Critical Lands Preservation Program

9. DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy County Administrator

A. Resolution / Fair Housing Month ([backup](#))

B. Monthly Budget Summary ([backup](#))

C. Recognition / Bluffton Boys Basketball All-Stars Team (Ages 11 – 12) State Champions ([backup](#))

10. CONSENT AGENDA

A. SALE OF .075-ACRE PARCEL ON BEACH CITY ROAD PROPERTY IN THE AMOUNT OF \$22,000 TO THE ADJACENT PROPERTY OWNER ([backup](#))

1. Natural Resources Committee discussion and recommendation to approve occurred January 27, 2014 / Vote 6:0

B. TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, USE REGULATIONS, SECTION 106-1287, COMMERCIAL RETAIL, REGIONAL (ADD STANDARDS TO ALLOW ADAPTIVE RE-USE OF LIGHT INDUSTRIAL PROPERTIES) ([backup](#))

1. Consideration of second reading approval to occur March 24, 2014

2. Public Hearing Announcement – Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort

3. First reading approval occurred March 10, 2014 / Vote 11:0

4. Natural Resources Committee discussion and recommendation to amend the motion that failed at first reading January 27, 2014. Committee action occurred March 3, 2014 / Vote 6:0

5. Text amendment failed at first reading January 27, 2014 / Vote 5:5

6. Natural Resources Committee discussion and recommendation to approve occurred January 6, 2014 / Vote 5:3

7. Natural Resources Committee discussion occurred December 9, 2013

C. AN ORDINANCE TO ESTABLISH A GENERAL FUND FUND BALANCE POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))

1. Consideration of second reading approval to occur March 24, 2014

2. Public Hearing Announcement – Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort

3. First reading approval occurred March 10, 2014 / Vote 10:1

4. Finance Committee discussion and recommendation to approve occurred March 3, 2014 / Vote 5:0

5. Issue referred back to Finance Committee at February 24, 2014 Council meeting

6. Finance Committee discussion and recommendation to approve occurred February 17, 2014 / Vote 6:0

D. AN ORDINANCE TO ESTABLISH A DEBT SERVICE FUND POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))

1. Consideration of second reading approval to occur March 24, 2014
2. Public Hearing Announcement – Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort
3. First reading approval occurred March 10, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred March 3, 2014 / Vote 5:0
5. Finance Committee discussion and recommendation to approve occurred February 17, 2014 / Vote 6:0

E. A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA CALLING FOR A LOCAL OPTION SALES TAX REFERENDUM ([backup](#))

“Must a one percent sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer’s county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?” Yes ___ No ___

1. Governmental Committee discussion and recommendation to adopt occurred March 11, 2014 / Vote 6:1

F. HYDRAULIC EXCAVATOR FOR PUBLIC WORKS DEPARTMENT ([backup](#))

1. Contract award: Blanchard Machinery, Columbia, South Carolina
2. Contract amount: \$109,354
3. Funding source: Account 50250011-54200, Stormwater Operations, Specialized Equipment
4. Joint Meeting of Public Facilities and Finance Committees discussion and recommendation to approve occurred March 17, 2014 / Vote 10:0

G. HOUSEHOLD WASTE COLLECTION SERVICES FOR PUBLIC WORKS SOLID WASTE DEPARTMENT ([backup](#))

1. Contract award: CARE Environmental, Corp, Landing, New Jersey
2. Contract amount: \$100,000
3. Funding source: Fiscal year 2015: Account 1001340-51160, Solid Waste & Recycling, Professional Services
4. Joint Meeting of Public Facilities and Finance Committees discussion and recommendation to approve occurred March 17, 2014 / Vote 10:0

11. A RESOLUTION MEMORIALIZING THE APPOINTING BEAUFORT COUNTY REPRESENTATIVES TO THE COMMISSION CREATED PURSUANT TO THE *CAPITAL PROJECT SALES TAX ACT*, S.C. CODE ANN. §4-10-300, *ET SEQ.* (SUPP. 2003); TO PROVIDE FOR THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION MEMBERS AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO ([backup](#))

12. PUBLIC HEARING

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND JAZ 278, LLC, A GEORGIA LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED ([Development Agreement](#)) ([Exhibit B](#)) ([Exhibit C](#))

1. Consideration of second reading to occur March 24, 2014
2. Public hearing (2 of 2) – Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort
3. First reading approval occurred October 14, 2013 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0

13. PUBLIC COMMENT

14. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
March 10, 2014

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m., Monday, March 10, 2014 in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

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

DISCUSSION ITEMS

Council discussed removing two items from the consent agenda: item 11a, an ordinance to establish a General Fund Fund Balance Policy for Beaufort County, South Carolina; and item 11b, an ordinance to establish a Debt Service Fund Policy for Beaufort County, South Carolina.

Mr. Tony Criscitiello, Division-Director Planning and Development, gave an update on the Transportation Improvements Generating Economic Recovery (TIGER) grant. The federal government has made available, through the Department of Transportation, \$35 million nationwide for transportation improvement studies. The deadline for submitting is April 28. The earliest we can apply is April 3. We have to register through Gov.net to initiate the process. The County is applying for the feasibility of ferry service in Beaufort County.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Fobes, seconded by Mr. Stewart, that Council go immediately into executive session to receive legal advice relating to negotiations incident to proposed contractual arrangements and proposed purchase of property; receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

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

EXECUTIVE SESSION

Mr. Vaux returned to the meeting.

RECONVENE OF REGULAR SESSION

The regular meeting of the County Council of Beaufort County was held at 5:00 p.m., Monday, March 10, 2014 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

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

INVOCATION

Councilman Stu Rodman gave the Invocation.

PROCLAMATION

The Chairman proclaimed March 2014 as Disabilities Awareness Month and encouraged our citizens to recognize the many contributions made by people with disabilities in their communities, and to work together to promote increased opportunities for people with disabilities. Mrs. Gardenia Simmons-White, board member, accepted the proclamation.

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

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held February 24, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve the minutes of the regular meeting held February 24, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr.

Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

County Administrator's Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented the County Administrator's Two-Week Progress Report, which summarized his activities from February 24, 2014 through March 7, 2014.

Deputy County Administrator's Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from February 24, 2014 through March 7, 2014.

Committee Reports

This item comes before Council under the Administrative Consent Agenda.

Community Services Committee

Alcohol and Drug Abuse Board

John Coaxum

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Coaxum was reappointed to serve as a member of the Alcohol and Drug Abuse Board after garnering the eight votes required to reappoint.

Frances Kenney

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Ms. Kenney was reappointed to serve as a member of the Alcohol and Drug Abuse Board after garnering the ten votes required to reappoint.

Beaufort / Jasper Economic Opportunity Authority

Thelma Lewis

The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Ms. Lewis failed to garner the ten votes required to reappoint. She will continue to serve until her successor is appointed and qualified.

Disabilities and Special Needs Board

Grace Dennis

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Dennis was reappointed to serve as a member of the Disabilities and Special Needs Board after garnering the ten votes required to reappoint.

Margaret Gatch

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Gatch was reappointed to serve as a member of the Disabilities and Special Needs Board after garnering the ten votes required to reappoint.

Library Board

Eileen M. Fitzgerald

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Fitzgerald, representing Council District 8, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Bernie Kole

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Kole, representing Council District 3, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Lynn Miller

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Miller, representing Council District 10, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Jean Morgan

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Morgan, representing Council District 7, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Yolanda Riley

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Riley, representing Council District 1, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Anna Maria Tabernik

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Tabernik, representing Council District 6, was reappointed to serve as a member of the Library Board after garnering the eight votes required to reappoint.

Joseph Bogacz

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Bogacz, representing Council District 11, was appointed to serve as a member of the Library Board after garnering the six votes required to appoint.

Parks and Leisure Services Board

Chuck Culpepper

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Culpepper, representing military *ex-officio*, was reappointed to serve as a member of the Parks and Leisure Services Board after garnering the eight votes required to reappoint.

Bruce Yeager

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Yeager, representing southern Beaufort County, was reappointed to serve as a member of the Parks and Leisure Services Board after garnering the eight votes required to reappoint.

Finance Committee

Accommodations Tax Board

Anita Singleton-Prather

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mrs. Singleton-Prather, representing cultural, was reappointed to serve as a member of the Accommodations Tax Board after garnering the eight votes required to reappoint.

Jeff Thomas

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Thomas, representing hospitality, was reappointed to serve as a member of the Accommodations Tax Board after garnering the ten votes required to reappoint.

Airports Board

Mac Sanders

The vote: YEAS - Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Sanders failed to garner the ten votes required to reappoint. He will continue to serve until his successor is appointed and qualified.

Governmental Committee

Mr. Stewart, as Governmental Committee Chairman, announced Council would receive public input regarding the current business license fee structure at a work session on Tuesday, March 11, 2014 beginning at 6:00 p.m. in Council Chambers of the Administration Building.

Public Facilities Committee

Mr. Dawson, as Public Facilities Committee Chairman, announced the Public Facilities Committee and Finance Committee would meet March 17, 2014 beginning at 2:00 p.m. in the Executive Conference Room of the Administration Building. The purpose of the meeting is to discuss bond capacity for the county's Capital Improvements Program fiscal year 2014.

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

PUBLIC COMMENT

The Chairman recognized Mr. Paul Vogel, a resident of Daufuskie Island, who asked that the minutes of County Council include his comment, "The Planning Department has initiated a formal process for applying for the TIGER grant for Daufuskie Island."

DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy County Administrator, said The County Channel has all programs, events and meetings available to watch online, on-demand at www.bcgov.net. The County Channel's latest episode of *Coastline* featured Mayor Drew Laughlin, Town of Hilton Head Island. Our host, Mr. Rick Forschner, sat down with the Mayor and discussed topics facing the town in the coming year. *Coastline* airs on Thursday nights at 8:00 p.m.

The County Channel will be providing coverage of the South Carolina, 11- and 12-year old Youth Basketball Tournament this weekend. The Tournament will be held on Friday and Saturday at Buckwalter Regional Park in Bluffton.

A TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, USE REGULATIONS, SECTION 106-1287, COMMERCIAL RETAIL, REGIONAL (ADD STANDARDS TO ALLOW ADAPTIVE RE-USE OF LIGHT INDUSTRIAL PROPERTIES)

Motion to renew: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council renew a motion from the January 27, 2014 meeting of Council. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Main motion: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve on first reading a text amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V, Use Regulations, Section 106-1287, Commercial Retail, Regional (add standards to allow adaptive re-use of light industrial properties). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Motion to amend by deletion: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council delete "retail" from Section 106-1287(d)(2)(iv). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by deletion: Council approve on first reading a text amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V, Use Regulations, Section 106-1287, Commercial Retail, Regional (add standards to allow adaptive re-use of light industrial properties). Further, delete "retail" from Section 106-1287(d)(2)(iv). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO ESTABLISH A GENERAL FUND FUND BALANCE POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on first reading an ordinance to establish a General Fund Fund Balance Policy for Beaufort County.

Motion to amend by substitution #1: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council replace “shall” with “will strive” in Section 2-404, paragraph six. The vote: YEAS – Mrs. Bensch. NAYS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion failed.

Motion to amend by substitution #2: It was moved by Mr. Caporale, seconded by Mr. Flewelling, that Council change “25%” to “30%” throughout the ordinance, with the exception of Section 2-404, paragraph six. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

Vote on the amended motion, which is now the main motion and includes the motion to amend by substitution #2: Council approve on first reading an ordinance to establish a General Fund Fund Balance Policy for Beaufort County. Further, to change “25%” to “30%” throughout the ordinance, with the exception of Section 2-404, paragraph six. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

AN ORDINANCE TO ADOPT A DEBT RESERVE POLICY FOR BEAUFORT COUNTY’S DEBT SERVICE FUND

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County’s Debt Service Fund.

Motion to amend by deletion: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council delete “within the funds when debt millage levels are maintained to cover each year’s debt service payments” from paragraph four. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by deletion: Council approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County’s Debt Service Fund. Further, delete “ within the funds when debt millage levels are maintained to cover each year’s debt service payments” from paragraph four. YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Motion to call for reconsideration: It was moved by Mr. Stewart, seconded by Mr. Rodman, that Council reconsider a motion to approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County’s Debt Service Fund. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

Motion to amend by deletion: It was moved by Mr. Stewart, seconded by Mr. Rodman, that Council delete “strive to” from paragraph four. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by deletion: Council approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County’s Debt Service Fund. Further, delete “strive to” from paragraph four. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC HEARING

AN ORDINANCE TO AMEND THE FY2013-2014 BEAUFORT COUNTY BUDGET ORDINANCE SO AS TO PROVIDE A SUPPLEMENTAL APPROPRIATION FROM THE COUNTY’S GENERAL RESERVE FUND IN THE AMOUNT OF \$100,000 TO BE ALLOCATED TO SENIOR SERVICES OF BEAUFORT COUNTY

The Chairman opened a public hearing beginning at 6:02 p.m. for the purpose of receiving public comment regarding an ordinance to amend the FY 2013-2014 Beaufort County Budget Ordinance so as to provide a supplemental appropriation from the County’s General Reserve Fund in the amount of \$100,000 to be allocated to Senior Services of Beaufort County. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:03 p.m.

It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on third and final reading a FY 2014 budget amendment supplemental in the amount of \$100,000 from fund balance to be used to fund Senior Services of Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:17 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

DRAFT



Memorandum

DATE: March 21, 2014
TO: County Council
FROM: Gary Kubic, County Administrator *Gary Kubic*
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place March 10, 2014 through March 21, 2014:

March 10, 2014

- Employee orientation
- Meeting with Deputy County Administrator Bryan Hill
- Meeting with Kenneth Fulp, Probate Judge re: Office Relocation
- Staff meeting re: USCB – Indoor Recreation Center; Road Impact Fee Assessment Appeal

March 11, 2014

- Introductory meeting with Richard Gough, President of Technical College of the Lowcountry
- Staff meeting re: Old Miller Road property

March 12, 2014

- Meeting with Pete Richards re: Saving the Olympia
- Treasurer Press Conference
- Meeting with Mark Roseneau, Director of Facilities Management re: Office space / moves

March 13, 2014

- Conference call with Gallagher representatives and staff re: Beaufort County Carriers Marketed 2014-2015 Plan Year
- Meeting with Hargray Communications representatives and staff re: IT Department

COUNTY COUNCIL OF BEAUFORT COUNTY

March 21, 2014

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March 14, 2014

- Meeting with Kim Statler, Executive Director of Lowcountry Economic Alliance
- Meeting with Eric Larson, Stormwater Manager re: Consultant proposal for stormwater services

March 17, 2014

- Employee orientation
- Meeting with Kimberly Tatro re: Showcase of Business County businesses
- Development Review Subcommittee of Natural Resources Committee
- Joint meeting of Public Facilities and Finance Committees

March 18, 2014

- Conference call with Dan Dennis and Ernie Lindblad re: Windmill Harbour US 278 road improvements
- Conference call with Dr. Jane Upshaw, Earl Holley and Mike Parrott of USCB and staff re: USCB's road impact fee assessment appeal

March 19, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for March 24, 2014 Council meeting
- Monthly meeting with County Assessor Ed Hughes

March 20, 2014

- Staff meeting re: Disabilities and Special Needs matter

March 21, 2014

- Daufuskie Island Tiger Planning Grant meeting



Memorandum

DATE: March 21, 2014
TO: County Council
FROM: Bryan Hill, Deputy County Administrator
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place March 10, 2014 through March 21, 2014:

March 10, 2014 (Monday):

- Meet with Major Allen at Detention Center re: Status
- Meet with Joshua Gruber, County Attorney, Robert McFee, Engineering & Infrastructure, and Eric Larson, Stormwater re: Forby Tract
- Meet with Gary Kubic, County Administrator
- County Council

March 11, 2014 (Tuesday):

- DA Meeting re: Protocol
- Meet with Jon Rembold, Airports Director
- Meeting with Gary Kubic, Joshua Gruber, Morris Campbell and Mitzi Wagner re: Old Miller Road Property
- Meet with Alicia Holland, CFO and Fire Chiefs re: Budgets
- Governmental Committee
- Business License Work Session

March 12, 2014 (Wednesday):

- Meet with Eric Larson, Stormwater Director
- Meet with Eddie Bellamy, Public Works Director and Jim Minor, Solid Waste
- Meet with Berkeley Hall Representatives and Joshua Gruber, County Attorney, and Colin Kinton, Traffic Engineer
- Meet with Suzanne Gregory, Employee Services
- Attend Library Board Meeting at St. Helena Library
- Meet with Joshua Gruber, County Attorney

March 13, 2014 (Thursday):

- Meet with Stewart Rodman, Gerald Dawson and Jon Rembold re: Airport Items
- Attend Swearing in Ceremony for Magistrate Angie Tanner
- Telephone conference with Gallagher re: Employee Benefits
- Attend Hargray Communications Meeting
- Meet with Gregg McCord, Beaufort County School District

March 14, 2014 (Friday)--Bluffton:

- Meet with Alicia Holland, CFO
- Attend Recruit School Graduation at Bluffton Fire Headquarters
- Meet with Maria Walls, Treasurer's Office

March 17, 2014 (Monday):

- Visit Detention Center
- Meet with Jon Rembold, Airports Director
- Meet with Monica Spells, Compliance Officer
- Joint Meeting of Finance and Public Facilities Committees

March 18, 2014 (Tuesday):

- Meet with Joshua Gruber, County Attorney, and Joy Nelson, PIO re: Social Media Policy
- Conference Call re: USCB-Indoor Recreation Center; Road Impact Fee Assessment Appeal with Dr. Jane Upshaw and Earle Holley
- Meet with Bernie Kole and Pamela Reading Smith re: United Way Campaign

March 19, 2014 (Wednesday):

- Agenda Review
- Meet with Gary Kubic, County Administrator

March 20, 2014 (Thursday):

- PLD

March 21, 2014 (Friday):

- PLD

FINANCE COMMITTEE

March 3, 2014

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

The Finance Committee met Monday, March 3, 2014 at 4:00 p.m., in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort.

ATTENDANCE

Chairman Rick Caporale, Vice Chairman Steven Fobes and members Brian Flewelling, William McBride and Stu Rodman. Committee member Jerry Stewart absent. Non-Committee members Cynthia Bensch, Gerald Dawson, Tabor Vaux and Laura Von Harten present.

County staff: Kimberly Chesney, Operations Manager/Tax Collector; Allison Coppage, Assistant County Attorney; Joshua Gruber, County Attorney; Doug Henderson, Treasurer; Alicia Holland, Chief Financial Officer; and Maria Walls, Deputy Treasurer.

Public: Hanna Horne, Director of public policy and small business, Hilton Head Island-Bluffton Chamber of Commerce; Susan Simmons, Director of Finance, Town of Hilton Head Island; and Steve Riley, Manager, Town of Hilton Head Island.

Media: Zach Murdock, *The Island Packet/The Beaufort Gazette*, and Suzanne Larson, *Lowcountry Inside Track*.

Councilman Caporale chaired the meeting.

ACTION ITEMS

1. **Discussion / An Ordinance to Establish a General Fund Reserve Policy for Beaufort County, South Carolina**
 - **General Fund Reserve Policy Ordinance**
 - **General Fund Reserve Policy Ordinance / Chairman's Revisions**

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

Discussion: The Committee discussed an ordinance to establish a General Fund Reserve Policy for Beaufort County and made the following changes:

- Change “achieve a goal of maintaining a fund balance of at least 30%” to “achieve a goal of maintaining a fund balance of 25%.”

- Delete “The County Administrator shall ‘use his or her best efforts to’ inform Council ‘when possible and’”
- Add, “In addition, Beaufort County Council shall, during the August through October hurricane season, maintain a fund balance of unrestricted and available cash equal to a minimum of 25% of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.”
- Add “Further, all components of the fund balance will be reported to County Council quarterly and the ordinance shall be reviewed annually for the first five years it is in effect.”
- Delete “reserve” and replace with “fund balance.”

Motion to amend on remand (February 24, 2014 meeting of Council): It was moved by Mr. McBride, seconded by Mr. Fobes, that Finance Committee recommend Council approve on first reading an ordinance to establish a General Fund Fund Balance Policy for Beaufort County, South Carolina to include several changes: (i) change “achieve a goal of maintaining a fund balance of at least 30%” to “achieve a goal of maintaining a fund balance of 25%.”; (ii) delete “The County Administrator shall ‘use his or her best efforts to’ inform Council ‘when possible and’”; (iii) add “In addition, Beaufort County Council shall, during the August through October hurricane season, maintain a fund balance of unrestricted and available cash equal to a minimum of 25% of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.”; (iv) add “Further, all components of the fund balance will be reported to County Council quarterly and the ordinance shall be reviewed annually for the first five years it is in effect”; and (v) delete “reserve” and replace with “fund balance”. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Flewelling, Mr. McBride and Mr. Rodman. The motion passed.

Recommendation: Council approve on first reading an ordinance to establish a General Fund Fund Balance Policy for Beaufort County, South Carolina.

2. Discussion / Establishing Debt Reserve Policy for Beaufort County’s Debt Service Fund as an Ordinance

• Debt Reserve Policy

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

Discussion: Mr. Caporale reviewed this item with the Committee. On April 23, 2012, Beaufort County Council adopted resolution 2012/12 establishing a Debt Reserve Policy for Beaufort County’s Debt Service Fund. Today, the Committee is discussing the adoption of such policy in the form of an ordinance.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Finance Committee recommend Council approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County's Debt Service Fund. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Flewelling, Mr. McBride and Mr. Rodman. The motion passed.

Recommendation: Council approve on first reading an ordinance to adopt a Debt Reserve Policy for Beaufort County's Debt Service Fund.

INFORMATION ITEMS

3. Hilton Head Island Tax Increment Financing (TIF) Extension

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

Discussion: Ms. Susan Simmons, Director of Finance, Town of Hilton Head Island Manager, presented the Committee with the Town's Tax Increment Financing (TIF) extension plan. The TIF began in 1999 where sewer access has been increased to many residential and commercial properties on Hilton Head Island. The Town is proposing a 10-year extension which would retain the County's contribution at the existing level, which over the 10-year extension period the contribution is estimated to be approximately \$26,100,000. The School District and the Hilton Head Public Service District both have stated their intent to participate in the extension. The existing TIF accomplishments and the benefits of the extension was reviewed by the Committee as well. The plans for the extension include the following:

- Coligny / Pope Initiative Area (USCB, Community Park and Museum, and Road Improvements to spur Commercial Development).
- Chaplin Linear Park (Connects Shelter Cove Towne Center and Community Park to the Beach).
- Allow time to complete remaining smaller projects and reach \$65 million existing TIF cap.

Status: Staff was asked to include this TIF Extension in the County five-year projections (to include revenue, debt and debt service, and annual operations).

4. Treasurer's Quarterly Update

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

Discussion: Mrs. Maria Walls, Deputy Treasurer, provided the Committee a quarterly update on the Treasurer's Office. The update included review of a summary budget analysis and tax year summary as of January 31, 2014. She also provided the Committee a PowerPoint Presentation that included an Office update, general and restricted cash on hand, collections

update, a budget update and the effects of Budget Proviso 110. Mrs. Walls provided an overview of office operations and update of the following:

- Restructuring of general ledger module
- eReceipt program
- Installment program expansion
- Motor vehicle decals
- Streamline internal delinquent process
- Set-off debt program

She informed the Committee that the current General cash on hand is \$163,074,760 and the current Restricted cash on hand is \$91,205,853. On November 13, 2013, 170,373 tax bills were mailed that total \$322,857,771. A summary breakdown of the dollars billed from year 2011 to 2013 was provided, along with an overview of billed verse collected. The summary budget analysis included information on the following:

- Budget amounts presented include: General fund and Execution fund, Credit card fees
- Overall decrease in budget since 2011
- Overall decrease in actual expenditures since 2011

She notified members of a legislative proposal that would prevent local governments from collecting processing fees for credit card payments and the information regarding the projected impact that the bill could have on the county.

Status: Information only.

5. Update / Second Quarter Budget Figures

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

Discussion: This item was postponed for two weeks.

GOVERNMENTAL COMMITTEE

March 11, 2014

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

The Governmental Committee met Tuesday, March 11, 2014, at 4:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

ATTENDANCE

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

County Staff: Allison Coppage, Assistant County Attorney; Phil Foot, Division Director–Public Safety; Alicia Holland, Chief Financial Officer; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Greg Hunt, Mosquito Control Director; Dan Morgan, Division Director-Information Technology; and Dave Thomas, Purchasing Director.

Public: Reid Armstrong, Coastal Conservation League; Paul Boulware, Bluffton Fire District; Jessica Bridges, Lowcountry Economic Alliance; John Culbreath, Thomas and Hutton; Terrence Reynolds, Bluffton Fire District; Jocelyn Staiger, Hilton Head Island Association of Realtors; Kim Statler, Executive Director, Lowcountry Economic Alliance; John Thomas, Bluffton Fire District; and Blakely Williams, President and CEO, Beaufort Regional Chamber of Commerce.

Media: Suzanne Larson, *Lowcountry Inside Track*, and Zach Murdock, *The Island Packet / The Beaufort Gazette*.

Mr. Stewart chaired the meeting.

ACTION ITEMS

- 1. Reappointments and Appointments**
 - Bluffton Township Fire District**

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

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Governmental Committee recommend Council nominate Thomas Mike, representing Council District 5, for appointment to serve as a member of the Bluffton Township Fire District Board. The vote:

YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Governmental Committee recommend Council nominate Mike Raymond, representing Bluffton Town Council, for reappointment to serve as a member of the Bluffton Township Fire District Board. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Motion: It was moved by Mrs. Bensch that Governmental Committee recommend Council nominate Joseph Paolo, representing Council District 7, for appointment to serve as a member of the Bluffton Township Fire District Board. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Recommendation: Council nominate:

- Thomas Mike, representing Council District 5, for appointment
- Mike Raymond, representing Bluffton Town Council, for reappointment
- Joseph Paolo, representing Council District 7, for appointment

2. Reappointments and Appointments

• Daufuskie Island Fire District

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

Motion: It was moved by Mr. Vaux, seconded by Mr. Flewelling, that Governmental Committee recommend Council nominate Jon Bryant and George Jenkins for reappointment to serve as members of the Daufuskie Island Fire District Board. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Recommendation: Council nominate Jon Bryant and George Jenkins for reappointment to serve as members of the Daufuskie Island Fire District Board.

3. Reappointments and Appointments

• Lowcountry Regional Transportation Authority

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

Motion: It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Governmental Committee approve and recommend Council nominate Barbara Ann Childs for reappointment to serve as a member of the Lowcountry Regional Transportation Authority. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Recommendation: Council nominate Barbara Ann Childs for reappointment to serve as a member of the Lowcountry Regional Transportation Authority.

4. Discussion / Local Option Sales Tax (LOST)

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

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Governmental Committee recommend to Council the adoption of a resolution calling for a Local Optional Sales Tax Referendum to be placed on the November 4, 2014 ballot. The vote: YEAS – Mrs. Bensch Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Vaux and Ms. Von Harten. NAYS - Mr. Stewart. The motion passed.

Recommendation: Council adopt a resolution calling for a Local Optional Sales Tax Referendum to be placed on the November 4, 2014 ballot.

5. Consideration of Contract Award / Purchase of Public Health Insecticide from State Contract (> \$50,000)

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

Discussion: Mr. Dave Thomas, Purchasing Director, presented a request received from the Mosquito Control Director, to purchase EPA registered public health insecticide [Anvil XR ingots - 2.1% (S)-methoprene] from the state contract vendor Univar USA, Inc., contract number 4400003990. The insecticide will be used to treat approximately 21,000 catch basins throughout Beaufort County. These catch basins represent mosquito-breeding sites, and the strategic treatment will reduce the risk of West Nile virus to humans and wildlife within the County. If the insecticide is purchased before the mosquito season begins in April, the County will receive an 8% early-order rebate after purchase.

The funding will come from account 10001400-52320, Mosquito Control – Public Health Products.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Governmental Committee award a contract to Univar USA, Inc., Salt Lake city, Utah, in the amount of \$62,407 to purchase an EPA registered public health insecticide [Anvil XR ingots – 2.1% (S)-methoprene]. Funding will come from account 10001400-52320, Mosquito Control – Public Health Products. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Recommendation: Council awarded a contract to Univar USA, Inc., Salt Lake city, Utah, in the amount of \$62,407 to purchase an EPA registered public health insecticide [Anvil XR ingots – 2.1% (S)-methoprene]. Funding will come from account 10001400-52320, Mosquito Control – Public Health Products.

INFORMATION ITEMS

6. Quarterly Report / Lowcountry Economic Alliance Memorandum of Understanding

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

Discussion: Mrs. Kim Statler, Executive Director, Lowcountry Economic Alliance (Alliance), gave an update on the Memorandum of Understanding.

- Site Analysis Work Phase I identifies properties consisting of 100 acres or more for future land development and Phase II gives a break of down specific areas.
- Blue Ribbon Task Force has been created to provide an internal messaging campaign and online surveying being distributed. The Alliance has hired Avalanche Consulting to handle the campaign. The final messaging will be completed in June.
- Video contract has been awarded to UniMedia and content are being developed in coordination with the Task Force, and the final video to be completed in June.
- GIS interface contract has been established with CoStar and a platform is being constructed to link Beaufort County to the Alliance site. Final conversion will be complete in May.
- Additional progress includes the Military Liaison Program, the Business Retention and Expansion Program and the Target Market Program.

Status: Information only.

7. Discussion / Capital Project Sales Tax

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

Discussion: Chairman Stewart announced receipt of capital project lists from each municipality, Technical College of the Lowcountry, USC-B and County. Based upon the statutory formula provided in *South Carolina Code of Laws* §4-10-320(A)(2), and the current population figures for the Town of Hilton Head, the Town will be entitled to appoint one member to the Commission. Pursuant to 4-10-320(B), the Town will have 30 days from the adoption of the Resolution in which to appoint its representative.

Due to the closely proportionate populations for the majority of the remaining municipalities within Beaufort County (City of Beaufort, Town of Bluffton, Town of Port Royal), *South Carolina Code of Laws* § 4-10-320(A)(2)(d) states that the remaining two municipal appointments will be determined by a joint meeting of the Commission appointees of the municipalities. These appointees will be required to be residents of municipalities that do not currently have representation on the Commission.

Status: Information only.

8. Discussion / Rural and Critical Lands Preservation Ordinance

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

Status: Members of the Rural and Critical Lands Board will review the ordinance and recommend changes, if necessary, then forward it to the Natural Resources Committee for further action.

DRAFT

NATURAL RESOURCES COMMITTEE

March 3, 2014

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

The Natural Resources Committee met Monday, March 3, 2014, beginning at 2:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch and members Gerald Dawson, William McBride, Tabor Vaux and Laura Von Harten present. Committee member Jerry Stewart absent. Non-Committee member Rick Caporale present.

County Staff: Tony Criscitiello, Division Director—Planning and Development; Allison Coppage, Assistant County Attorney; Joshua Gruber, County Attorney; and Eric Larson, Stormwater Manager/Engineer.

Public: Reid Armstrong, Coastal Conservation League; Joe Barth, Highway 21 Drive-In Theatre; John Graves, Lynn Graves, Paul Graves, Pepper Hall Plantation; Patrick Nelly, Habersham Development Cooperation; Jeff and Cathy Lowe, Beaufort Liquidators; John Leffler, SC Department of Natural Resources—Project Principal Investigator; Jason Mann, Director of Community Plans and Liaison Office, Marine Corps Air Station Beaufort; Walter Nester, legal counsel, Bluffton Gateway Commercial Center; Milton Rhodes, Pepper Hall Plantation; Jim Scheider, legal counsel Pepper Hall Plantation; and David Tedder, legal counsel, Beaufort Liquidators.

Media: Dan Burley, *The Island Packet/The Beaufort Gazette*; Suzanne Larson, Lowcountry Inside Track; and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Mr. Flewelling chaired the meeting.

ACTION ITEMS

- 1. Text Amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V. Use Regulations, Sec. 106-1287. Commercial Retail, Regional (adds standards to allow adaptive re-use of light industrial properties), Applicant: David Tedder**

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

Motion: It was moved by Ms. Von Harten, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend Council approve on first reading a text

amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V. Use Regulations, Sec. 106-1287. Commercial Retail, Regional (adds standards to allow adaptive re-use of light industrial properties). Further, to include two changes in Section 106-1287(d)(2)(iv): delete “flea market” and the second sentence will become a new paragraph (v). The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading text amendments to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V. Use Regulations, Sec. 106-1287. Commercial Retail, Regional (adds standards to allow adaptive re-use of light industrial properties) to include two changes to Section 106-1287(d)(2)(iv): delete “flea market” and the second sentence will become a new paragraph (v).

- 2. An Ordinance to Approve a Development Agreement Between Beaufort County and Jaz 278, LLC, a Georgia Limited Liability Company Authorized to Conduct Business in South Carolina Pursuant to Section 6-31-30 of the Code of Laws of South Carolina, 1976, as Amended (Bluffton Gateway Commercial Center Development Agreement)**

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

Motion: It was moved by Mr. Dawson, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend that Council approve on second reading an ordinance to approve a Development Agreement between Beaufort County and Jaz 278, LLC, a Georgia Limited Liability Company authorized to conduct business in South Carolina pursuant to Section 6-31-30 of the Code of Laws of South Carolina, 1976, as amended (reference Bluffton Gateway Commercial Center Development Agreement dated February 27, 2014). The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride and Ms. Von Harten. NAYS - Mr. Vaux. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council approve on second reading an ordinance to approve a Development Agreement between Beaufort County and Jaz 278, LLC, a Georgia Limited Liability Company authorized to conduct business in South Carolina pursuant to Section 6-31-30 of the Code of Laws of South Carolina, 1976, as amended (reference Bluffton Gateway Commercial Center Development Agreement dated February 27, 2014).

INFORMATION ITEMS

- 3. Discussion on Southern Beaufort County Map Amendments for R603-021-000-007b-0000, R603-021-000-007b-0000; R603-021-000-0195-0000; R603-021-000-0194-0000; R603-021-000-004a-0000; R603-021-000-06a-0000; R600-021-000-0075-0000; R600-021-000-002-0000 (7 Parcels Totaling 113+/- Acres North of U.S. 278 and West of Graves Road); Owners/Applicants: Robert Graves, John Graves and Paul Graves**

- **Future Land Use Map Amendment from Community Commercial (approximately 21 acres fronting US 278) and Rural (for remainder of the property) to Regional Commercial (approximately 65 acres fronting US 278) and Neighborhood Mixed-Use (approximately 48 acres at the rear of the properties);**
- **Zoning Map Amendment / Rezoning Request from Rural with Transitional Overlay (approximately 33 acres fronting US 278) and Rural (80 acres of the remainder of the properties) to Commercial Regional (approximately 65 acres fronting US 278) and Suburban (approximately 48 acres at the rear of the properties)**

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

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding this issue.

Motion: It was moved by Mrs. Bensch, that Natural Resources Committee, move the entire packet of the Graves property to Council for approval. The motion failed for lack of a second.

Motion: It was moved by Mr. McBride, seconded by Ms. Von Harten, that Natural Resources Committee send the remaining 33 acres of the property back to the Planning Commission to be re-evaluated for recommendations to rezone the property to Suburban and that the process be expedited. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride and Ms. Von Harten. ABSENT – Mr. Stewart. RECUSAL - Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding this issue. The motion passed.

Status: Natural Resources Committee sent the remaining 33 acres of the property back to the Planning Commission to be re-evaluated for recommendations to rezone the property to Suburban and that the process be expedited.

Mr. Vaux returned to the meeting.

4. Cherokee Farms Development Agreement / Appointment of Development Agreement Subcommittee

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

Status: Committee members Cynthia Bensch, Brian Flewelling, Laura Von Harten and Paul Sommerville will serve as members of the Cherokee Farms Development Agreement Subcommittee.

5. Reappointments and Appointments

- **Northern Corridor Review Board**

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

Status: No nominations at this time.

6. Reappointments and Appointments

- **Rural and Critical Lands Preservation Review Board**

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

Status: No nominations at this time.

7. Reappointments and Appointments

- **Southern Corridor Review Board**

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

Status: No nominations at this time.

8. Reappointments and Appointments

- **Stormwater Management Utility Board**

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

Status: No nominations at this time.

9. Update / Community Development Code

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

Discussion: Mr. Tony Criscitiello, Division Director–Planning and Development, reported all of the information presented associated with the Zoning and Development Standards Ordinance (ZDSO) is being compiled into the current document. Plans are to have the complete and final document ready for publication within a month.

A workshop to review the plans with the Metropolitan Committee will occur March 10, 2014. Staff will schedule a meeting later in the month to review the recommendations of the committee before the plans go to the Planning Commission.

Status: Informational purposes only.

DRAFT

Appointments to Boards and Commission

1. Governmental Committee

① Bluffton Township Fire District Board

| <i>Nominate</i> | <i>Name</i> | <i>Position/Area/Expertise</i> | <i>Reappoint/Appoint</i> | <i>Votes Required</i> |
|-----------------|--------------|--------------------------------|--------------------------|--------------------------------|
| 03.24.14 | Thomas Mike | Council District 5 | Appoint | 6 of 11 (1 st term) |
| 03.24.14 | Mike Raymond | Bluffton Town Council | Reappoint | 8 of 11 (2 nd term) |
| 03.24.14 | Joseph Paolo | Council District 7 | Appoint | 6 of 11 (1 st term) |

② Daufuskie Island Fire District Board

| <i>Nominate</i> | <i>Name</i> | <i>Position/Area/Expertise</i> | <i>Reappoint/Appoint</i> | <i>Votes Required</i> |
|-----------------|----------------|--------------------------------|--------------------------|---------------------------------|
| 03.24.14 | Jon Bryant | At-Large | Reappoint | 10 of 11 (3 rd term) |
| 03.24.14 | George Jenkins | At-Large | Reappoint | 10 of 11 (3 rd term) |

③ Lowcountry Regional Transportation Authority

| <i>Nominate</i> | <i>Name</i> | <i>Position/Area/Expertise</i> | <i>Reappoint/Appoint</i> | <i>Votes Required</i> |
|-----------------|----------------|--------------------------------|--------------------------|--------------------------------|
| 03.24.14 | Barbara Childs | At-Large | Reappoint | 8 of 11 (2 nd term) |

FAIR HOUSING RESOLUTION

WHEREAS, April 11, 2014, marks the 46th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and the State of South Carolina enacted the South Carolina Fair Housing Law in 1989, that both support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the County Council of Beaufort County is committed to addressing discrimination in our community, to supporting programs that will educate the public about the right to equal housing opportunities, and to planning partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

WHEREAS, the County Council of Beaufort County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and

WHEREAS, the County Council of Beaufort County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment.

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Beaufort County does hereby designate April 2014 as Fair Housing Month and, the County Council of Beaufort County recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing month, but also throughout the year.

Adopted this ____ day of April, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **2/28/2014**
 Trial Balance: **1000.05 - FY 2014 TRIAL BALANCE**
 Workpaper: **1500.16 - FY 2014 TRIAL BALANCE Summary of Object Characters - Revenue**

| Account | Description | ORIG APPROP <u>2/28/2014</u> | FY 2014 <u>2/28/2014</u> | FY 2013 <u>2/28/2013</u> | FY 2012 <u>2/29/2012</u> | FY 2011 <u>2/28/2011</u> |
|--------------------|------------------------------|---------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Group : [40000] | REVENUES | | | | | |
| 41000 | Taxes | (75,817,001.00) | (71,891,031.38) | (68,383,580.07) | (68,145,806.38) | (68,489,950.55) |
| 42000 | Licenses & Permits | (2,293,000.00) | (1,360,923.33) | (1,118,004.33) | (1,395,818.02) | (989,152.99) |
| 43000 | Intergovernmental | (7,865,416.00) | (3,866,694.03) | (3,734,853.09) | (2,975,469.05) | (2,729,810.46) |
| 44000 | Charges for Services | (10,662,398.00) | (7,039,501.91) | (7,282,447.09) | (6,924,786.53) | (6,822,310.81) |
| 45000 | Fines & Forfeitures | (1,107,531.00) | (562,423.12) | (513,359.93) | (561,723.59) | (580,441.77) |
| 46000 | Interest | (105,000.00) | (64,137.29) | (69,604.56) | (105,750.18) | (73,418.73) |
| 47000 | Miscellaneous | (232,000.00) | (307,405.09) | (412,588.82) | (343,207.03) | (406,182.91) |
| 48000 | Other Financing Sources | (1,268,750.00) | (836,321.57) | (1,191,396.62) | (784,997.92) | (790,606.88) |
| 40000 Total | | <u>(99,351,096.00)</u> | <u>(85,928,437.72)</u> | <u>(82,705,834.51)</u> | <u>(81,237,558.70)</u> | <u>(80,881,875.10)</u> |
| | Sum of Account Groups | (99,351,096.00) | (85,928,437.72) | (82,705,834.51) | (81,237,558.70) | (80,881,875.10) |

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **2/28/2014**
 Trial Balance: **1000.05 - FY 2014 TRIAL BALANCE**
 Workpaper: **1500.15 - FY 2014 TRIAL BALANCE Summary of Object Characters**

| Account | Description | ORIG APPROP | FY 2014 | FY 2013 | FY 2012 | FY 2011 |
|--------------|------------------------------|-----------------|------------------------|------------------------|------------------------|------------------------|
| | | 2/28/2014 | 2/28/2014 | 2/28/2013 | 2/29/2012 | 2/28/2011 |
| 40000 | REVENUES | (99,351,096.00) | (85,928,437.72) | (82,705,834.51) | (81,237,558.70) | (80,881,875.10) |
| 50000 | SALARIES, WAGES, OT, HOLIDAY | 44,893,286.00 | 29,034,185.16 | 28,413,238.94 | 27,676,231.48 | 27,935,133.83 |
| 50100 | EMPLYR COST OF EE | 8,423,311.00 | 5,422,359.40 | 5,231,743.72 | 4,859,730.20 | 4,850,549.07 |
| 50140 | POOLED BENEFITS | 8,513,970.00 | 6,080,761.04 | 6,686,049.94 | 6,503,845.69 | 7,568,334.50 |
| 50500 | EMPLOYEE RECOGNITION AWARD | 327,000.00 | 198,860.39 | 204,644.25 | 190,303.77 | 172,083.27 |
| 51000 | PURCHASED SVCS | 19,187,508.00 | 12,264,118.31 | 11,424,981.32 | 11,451,273.77 | 11,682,803.15 |
| 52000 | SUPPLIES | 5,126,693.00 | 2,844,677.15 | 3,208,462.26 | 3,213,387.44 | 3,192,738.61 |
| 54000 | CAPITAL | 971,991.00 | 2,514,935.86 | 718,410.94 | 147,298.60 | 1,420,999.05 |
| 55000 | SUBSIDIES | 8,092,243.00 | 5,586,850.56 | 4,307,832.73 | 4,436,101.62 | 5,613,912.45 |
| 56000 | CONTINGENCY | 18,000.00 | 7,150.00 | 0.00 | 0.00 | 0.00 |
| 57000 | UNCLASSIFIED | 248,000.00 | 263,694.60 | 232,457.10 | 282,101.75 | 404,664.43 |
| 58000 | DEPRECIATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 59000 | TRANSFERS OUT | 3,549,094.00 | 2,366,148.00 | 1,950,954.13 | 1,673,621.70 | 2,276,043.06 |
| Total | | 0.00 | (19,344,697.25) | (20,327,059.18) | (20,803,662.68) | (15,764,613.68) |

Budget FY 2014

As of 3/21/2014

Actual Year to Date Comparison

For the Period Ending February 28th

March 21, 2014

Adopted

\$ Variance of

% Variance of

| Description | Organization | ORG | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Actual to Date FY 2014 | Budget FY 2014 | Budget vs Actual to Date | Budget vs Actual to Date | |
|-------------|-------------------------|------------------------------------|--------------|--------------|--------------|--------------|---------------------------|-------------------|-----------------------------|-----------------------------|--------|
| | Taxes | 41000 | (68,489,951) | (68,145,806) | (68,383,580) | (71,891,031) | (71,891,031) | (75,817,001) | (3,925,970) | 5.2% | |
| | Licenses & Permits | 42000 | (989,153) | (1,395,818) | (1,118,004) | (1,360,923) | (1,501,631) | (2,293,000) | (791,369) | 34.5% | |
| | Intergovernmental | 43000 | (2,729,810) | (2,975,469) | (3,734,853) | (3,866,694) | (3,707,367) | (7,865,416) | (4,158,049) | 52.9% | |
| | Charges for Services | 44000 | (6,822,311) | (6,924,787) | (7,282,447) | (7,039,502) | (7,239,013) | (10,662,398) | (3,423,385) | 32.1% | |
| | Fines & Forfeitures | 45000 | (580,442) | (561,724) | (513,360) | (562,423) | (595,898) | (1,107,531) | (511,633) | 46.2% | |
| | Interest | 46000 | (73,419) | (105,750) | (69,605) | (64,137) | (102,015) | (105,000) | (2,985) | 2.8% | |
| | Miscellaneous | 47000 | (406,183) | (343,207) | (412,589) | (307,405) | (348,376) | (232,000) | 116,376 | -50.2% | |
| | Other Financing Sources | 48000 | (790,607) | (784,998) | (1,191,397) | (836,322) | (836,322) | (1,268,750) | (432,428) | 34.1% | |
| | General Fund Revenue | | (80,881,876) | (81,237,559) | (82,705,835) | (85,928,437) | (86,221,653) | (99,351,096) | (13,129,443) | 13.2% | |
| General | Elected | COUNTY COUNCIL | 1000 | 464,219 | 401,839 | 427,013 | 928,458 | 951,070 | 681,962 | (269,108) | -39.5% |
| General | Elected | AUDITOR | 1010 | 363,966 | 336,645 | 327,252 | 350,164 | 368,329 | 558,533 | 190,204 | 34.1% |
| General | Elected | TREASURER | 1020 | 578,184 | 485,428 | 797,906 | 813,183 | 839,890 | 967,364 | 127,474 | 13.2% |
| General | Elected | TREASURER TAX BILLS & CC FEES | 1021 | 424,060 | 301,790 | - | - | - | - | - | 0.0% |
| General | Elected | CLERK OF COURT | 1030 | 553,832 | 533,542 | 527,892 | 579,795 | 607,225 | 1,037,944 | 430,719 | 41.5% |
| General | Elected | FAMILY COURT | 1031 | 152,351 | 136,243 | 136,120 | 116,116 | 122,623 | 242,574 | 119,951 | 49.4% |
| General | Elected | PROBATE COURT | 1040 | 481,918 | 488,485 | 454,859 | 480,354 | 508,161 | 727,213 | 219,052 | 30.1% |
| General | Elected | CORONER | 1060 | 202,818 | 254,340 | 287,667 | 307,044 | 315,655 | 444,032 | 128,377 | 28.9% |
| General | State | HILTON HEAD MAGISTRATE | 1080 | 510 | - | - | - | - | - | - | 0.0% |
| General | State | BEAUFORT MAGISTRATE | 1081 | 443,890 | 484,932 | 495,598 | 418,787 | 437,670 | 757,189 | 319,519 | 42.2% |
| General | State | BLUFFTON MAGISTRATE | 1082 | 259,810 | 261,145 | 217,990 | 272,840 | 286,166 | 415,508 | 129,342 | 31.1% |
| General | State | SHELDON MAGISTRATE | 1083 | 43,159 | 44,172 | 47,025 | 30,512 | 30,316 | 73,782 | 43,466 | 58.9% |
| General | State | ST HELENA MAGISTRATE | 1084 | 56,831 | 45,624 | 16,056 | 63,690 | 67,234 | 96,100 | 28,866 | 30.0% |
| General | State | MAGISTRATE BOND COURT | 1085 | 53,131 | 61,835 | 67,014 | 78,457 | 82,182 | 106,375 | 24,193 | 22.7% |
| General | State | MAGISTRATE AT-LARGE | 1086 | 68,980 | 80,773 | 130,652 | 163,787 | 175,491 | 196,760 | 21,269 | 10.8% |
| General | State | MASTER IN EQUITY | 1090 | 190,381 | 191,771 | 200,962 | 179,550 | 190,557 | 357,911 | 167,354 | 46.8% |
| General | Elected/State | GENERAL GOVT ELECTED BENEFITS POOL | 1099 | - | - | - | 545,662 | 608,474 | 753,736 | 145,262 | 19.3% |
| General | Allocation | GEN GOVT DIRECT SUBSIDIES | 1198 | 875,646 | 692,627 | 779,003 | 1,022,753 | 1,125,597 | 1,496,629 | 371,032 | 24.8% |
| General | Admin | COUNTY ADMINISTRATOR | 1100 | 423,027 | 318,945 | 389,062 | 358,481 | 375,774 | 551,121 | 175,347 | 31.8% |
| General | Admin | PUBLIC INFORMATION OFFICER | 1101 | 67,623 | 55,781 | 94,655 | 99,815 | 102,829 | 152,919 | 50,090 | 32.8% |
| General | Admin | BROADCAST SERVICES | 1102 | 124,891 | 138,253 | 161,159 | 189,839 | 197,125 | 254,677 | 57,552 | 22.6% |
| General | Admin | COUNTY ATTORNEY | 1103 | 376,655 | 436,043 | 112,596 | 280,440 | 289,277 | 319,714 | 30,437 | 9.5% |
| General | Admin | VOTER REGISTRATION/ELECTIONS | 1143 | 412,700 | 418,700 | 437,917 | 316,642 | 338,569 | 732,808 | 394,239 | 53.8% |
| General | Admin | ELECTION WORKERS | 1144 | 211 | 940 | 954 | - | - | - | - | 0.0% |
| General | Admin | ASSESSOR | 1120 | 1,258,481 | 1,154,899 | 1,192,188 | 1,306,661 | 1,376,070 | 2,153,656 | 777,586 | 36.1% |
| General | Admin | REGISTER OF DEEDS | 1122 | 325,020 | 310,117 | 337,850 | 328,670 | 343,340 | 482,153 | 138,813 | 28.8% |

| Budget FY 2014 As of 3/21/2014 | | | Actual Year to Date Comparison For the Period Ending February 28th | | | | March 21, 2014 | Adopted | \$ Variance of | % Variance of | |
|-----------------------------------|---------|------------------------------------|---|-----------|-----------|-----------|----------------|----------------|----------------|----------------|-----------|
| Description | | | ORG | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Actual to Date | Budget | Budget vs | Budget vs |
| Organization | | | | | | | FY 2014 | FY 2014 | Actual to Date | Actual to Date | |
| General | Admin | RISK MANAGEMENT | 1115 | 62,061 | 59,515 | 62,749 | 66,639 | 70,281 | 101,689 | 31,408 | 30.9% |
| General | State | LEGISLATIVE DELEGATION | 1070 | 44,499 | 45,280 | 51,321 | 44,936 | 47,616 | 72,415 | 24,799 | 34.2% |
| General | Admin | ZONING & DEVELOPMENT ADM | 1130 | 127,826 | 128,334 | 107,552 | 113,176 | 119,494 | 171,934 | 52,440 | 30.5% |
| General | Admin | PLANNING | 1131 | 476,648 | 470,330 | 418,632 | 384,729 | 406,249 | 551,640 | 145,391 | 26.4% |
| General | Admin | COMPREHENSIVE PLAN | 1132 | 293,841 | 138,829 | - | 74,751 | 75,051 | 27,270 | (47,781) | -175.2% |
| General | Admin | AUTOMATED MAPPING/GIS | 1152 | 272,724 | 217,599 | 236,361 | 240,438 | 251,966 | 441,043 | 189,077 | 42.9% |
| General | Admin | DIRECTOR OF COMMUNITY SERVICES | 1140 | 90,379 | 82,006 | 85,219 | 72,114 | 76,135 | 143,025 | 66,890 | 46.8% |
| General | Admin | EMPLOYEE SERVICES | 1160 | 617,849 | 652,904 | 647,556 | 797,585 | 815,978 | 994,544 | 178,566 | 18.0% |
| General | Admin | RECORDS MANAGEMENT | 1154 | 101,398 | 138,863 | 220,029 | 246,074 | 252,622 | 349,872 | 97,250 | 27.8% |
| General | Admin | FINANCE DEPARTMENT | 1111 | 358,142 | 402,841 | 418,188 | 308,905 | 324,697 | 648,510 | 323,813 | 49.9% |
| General | Admin | PURCHASING | 1116 | 139,717 | 148,710 | 114,162 | 93,436 | 97,089 | 217,754 | 120,665 | 55.4% |
| General | Admin | BUSINESS LICENSES | 1134 | 139,309 | 35,301 | 30,596 | 29,743 | 31,213 | 48,161 | 16,948 | 35.2% |
| General | Admin | MANAGEMENT INFORMATION SYSTEMS | 1150 | 1,476,118 | 1,313,980 | 1,528,014 | 1,548,581 | 1,604,965 | 2,495,535 | 890,570 | 35.7% |
| General | Admin | DIRECTOR OF PUBLIC SERVICES | 1300 | 140,324 | 139,414 | 143,680 | 146,999 | 155,419 | 219,074 | 63,655 | 29.1% |
| General | Fringe | GENERAL GOVT BENEFITS POOL | 1199 | 1,553,266 | 1,435,994 | 1,625,928 | 699,503 | 779,675 | 962,073 | 182,398 | 19.0% |
| Public Safety | Elected | SHERIFF | 1201 | 4,760,521 | 4,059,026 | 4,495,242 | 4,821,091 | 5,233,065 | 7,579,076 | 2,346,011 | 31.0% |
| Public Safety | Elected | SHERIFF | 1202 | 8,290,186 | 7,051,815 | 7,126,783 | 7,643,276 | 7,988,810 | 11,537,858 | 3,549,048 | 30.8% |
| Public Safety | Elected | SHERIFF | 1203 | - | 406,488 | 407,787 | 436,765 | 471,763 | 686,110 | 214,347 | 31.2% |
| Public Safety | Elected | SHERIFF | 1205 | 849,597 | 735,448 | 724,171 | 687,126 | 721,584 | 1,200,984 | 479,400 | 39.9% |
| Public Safety | Elected | PUB SAFETY ELECTED POOLED BENEFITS | 1209 | - | - | - | 1,533,254 | 1,716,150 | 2,194,754 | 478,604 | 21.8% |
| Public Safety | Admin | EMERGENCY MANAGEMENT | 1210 | 322,818 | 310,235 | 308,019 | 264,450 | 363,948 | 463,159 | 99,211 | 21.4% |
| Public Safety | Admin | EMERGENCY MANAGEMENT | 1212 | 100,699 | 73,389 | 11,661 | 11,707 | 12,376 | 17,377 | 5,001 | 28.8% |
| Public Safety | Admin | EMERGENCY MANAGEMENT - Comm | 1220 | 2,732,122 | 3,246,283 | 3,594,398 | 3,651,154 | 3,886,102 | 5,692,452 | 1,806,350 | 31.7% |
| Public Safety | Admin | EMERGENCY MANAGEMENT - DATA | 1240 | 327,573 | 370,606 | 324,752 | 402,891 | 413,526 | 512,768 | 99,242 | 19.4% |
| Public Safety | Admin | EMERGENCY MEDICAL SERVICE | 1230 | 3,415,877 | 3,326,114 | 3,386,733 | 3,816,457 | 3,995,141 | 4,972,901 | 977,760 | 19.7% |
| Public Safety | Admin | DETENTION CENTER | 1250 | 3,778,511 | 3,385,552 | 3,561,732 | 3,566,653 | 3,818,639 | 5,527,543 | 1,708,904 | 30.9% |
| Public Safety | Admin | TRAFFIC - Signal Management | 1241 | 155,007 | 171,160 | 311,138 | 263,004 | 276,916 | 430,757 | 153,841 | 35.7% |
| Public Safety | Admin | TRAFFIC - Signal Management | 1242 | 70,041 | 94,718 | 85,299 | 84,685 | 84,717 | 129,750 | 45,033 | 34.7% |
| Public Safety | Admin | BUILDING CODES | 1260 | 636,824 | 448,265 | 375,950 | 409,147 | 430,523 | 591,095 | 160,572 | 27.2% |
| Public Safety | Admin | BUILDING CODES ENFORCEMENT | 1261 | - | 123,130 | 162,874 | 153,424 | 161,593 | 244,002 | 82,409 | 33.8% |
| Public Safety | Fringe | PUBLIC SAFETY BENEFITS POOL | 1299 | 1,980,124 | 3,405,490 | 3,328,987 | 1,783,475 | 1,991,361 | 2,494,623 | 503,262 | 20.2% |
| Public Works | Admin | FACILITIES MANAGEMENT | 1310 | 1,400,997 | 1,141,100 | 1,237,120 | 1,309,626 | 1,316,534 | 1,944,103 | 627,569 | 32.3% |
| Public Works | Admin | BUILDINGS MAINTENANCE | 1311 | 745,401 | 697,355 | 620,431 | 619,603 | 639,976 | 1,107,433 | 467,457 | 42.2% |
| Public Works | Admin | GROUPS MAINTENANCE - NORTH | 1312 | 733,867 | 794,919 | 1,219,587 | 1,237,385 | 1,287,505 | 1,885,649 | 598,144 | 31.7% |
| Public Works | Admin | GROUPS MAINTENANCE - SOUTH | 1313 | 607,240 | 389,915 | - | - | - | 28,704 | 28,704 | 100.0% |
| Public Works | Admin | PUBLIC WORKS GEN SUPPORT | 1301 | 454,566 | 448,624 | 406,621 | 411,415 | 427,823 | 625,608 | 197,785 | 31.6% |
| Public Works | Admin | ROADS/DRAINAGE - NORTH | 1320 | 575,461 | 517,466 | 610,482 | 539,659 | 560,656 | 901,384 | 340,728 | 37.8% |
| Public Works | Admin | ROADS/DRAINAGE - SOUTH | 1321 | 423,328 | 298,813 | 288,774 | 314,423 | 328,606 | 435,329 | 106,723 | 24.5% |
| Public Works | Admin | PUBLIC WORKS ADMINISTRATION | 1302 | 188,515 | 180,617 | 195,020 | 152,811 | 161,159 | 237,329 | 76,170 | 32.1% |
| Public Works | Admin | ENGINEERING | 1330 | 220,796 | 161,973 | 230,939 | 178,326 | 189,501 | 348,014 | 158,513 | 45.5% |

| Budget FY 2014 As of 3/21/2014 | | | Actual Year to Date Comparison For the Period Ending February 28th | | | | | March 21, 2014 | Adopted | \$ Variance of | % Variance of |
|-----------------------------------|--------------|---------------------------------|---|------------|------------|------------|----------------|----------------|----------------|----------------|---------------|
| Description | Organization | ORG | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Actual to Date | Budget | Budget vs | Budget vs | |
| | | | | | | | FY 2014 | FY 2014 | Actual to Date | Actual to Date | |
| Public Works | Admin | SWR ADMINISTRATION | 1340 | 2,673,631 | 2,718,928 | 2,840,436 | 3,687,203 | 3,718,636 | 4,852,684 | 1,134,048 | 23.4% |
| Public Works | Admin | SWR HILTON HEAD | 1343 | 72,042 | 68,459 | 68,488 | 72,699 | 76,226 | 104,112 | 27,886 | 26.8% |
| Public Works | Admin | SWR BLUFFTON | 1344 | 94,862 | 99,122 | 101,412 | 111,948 | 117,927 | 170,307 | 52,380 | 30.8% |
| Public Works | Admin | SWR BURTON | 1345 | 110,454 | 94,279 | 89,064 | 74,014 | 78,345 | 122,114 | 43,769 | 35.8% |
| Public Works | Admin | SWR DAUFUSKIE | 1346 | 203 | - | - | - | - | 7,200 | 7,200 | 100.0% |
| Public Works | Admin | SWR ST HELENA | 1347 | 91,284 | 93,725 | 111,502 | 115,803 | 121,534 | 176,420 | 54,886 | 31.1% |
| Public Works | Admin | SWR SHELDON | 1348 | 73,119 | 68,554 | 75,777 | 84,300 | 88,511 | 124,214 | 35,703 | 28.7% |
| Public Works | Fringe | PUBLIC WORKS BENEFITS POOL | 1399 | 1,129,547 | 895,198 | 955,147 | 871,896 | 973,362 | 1,217,584 | 244,222 | 20.1% |
| Public Health | Admin | ANIMAL SHELTER & CONTROL | 1270 | 505,019 | 542,003 | 641,668 | 479,469 | 496,016 | 561,967 | 65,951 | 11.7% |
| Public Health | Admin | MOSQUITO CONTROL | 1400 | 752,881 | 685,895 | 873,183 | 709,707 | 732,741 | 1,370,377 | 637,636 | 46.5% |
| Public Health | Allocation | PUBLIC HEALTH DIRECT SUBSIDIES | 1498 | 1,740,986 | 1,298,628 | 1,091,651 | 1,172,267 | 1,265,128 | 1,697,947 | 432,819 | 25.5% |
| Public Health | Fringe | PUBLIC HEALTH BENEFITS POOL | 1499 | 251,246 | 202,194 | 256,094 | 110,457 | 123,212 | 153,054 | 29,842 | 19.5% |
| Public Welfare | Admin | VETERANS AFFAIRS | 1500 | 93,110 | 93,520 | 95,777 | 83,442 | 89,183 | 191,950 | 102,767 | 53.5% |
| Public Welfare | State | DEPT OF SOCIAL SERVICES | 1510 | 130,383 | 141,744 | 135,586 | 101,111 | 105,666 | 147,349 | 41,683 | 28.3% |
| Public Welfare | Allocation | PUBLIC WELFARE DIRECT SUBSIDIES | 1598 | 292,830 | 212,180 | 169,513 | 318,720 | 533,220 | 598,000 | 64,780 | 10.8% |
| Public Welfare | Fringe | PUBLIC WELFARE BENEFITS POOL | 1599 | 28,488 | 19,467 | 20,807 | 22,276 | 24,829 | 30,644 | 5,815 | 19.0% |
| Cultural | Admin | PALS CENTRAL ADMINISTRATION | 1600 | 257,737 | 167,145 | 212,728 | 224,002 | 231,808 | 300,185 | 68,377 | 22.8% |
| Cultural | Admin | PALS SUMMER PROGRAM | 1601 | 104,438 | 94,416 | 135,536 | 131,681 | 131,681 | 107,500 | (24,181) | -22.5% |
| Cultural | Admin | PALS AQUATICS PROGRAM | 1602 | 717,231 | 659,179 | 673,897 | 800,100 | 828,205 | 1,089,007 | 260,802 | 23.9% |
| Cultural | Admin | PALS HILTON HEAD PROGRAMS | 1603 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 80,000 | 20,000 | 25.0% |
| Cultural | Admin | PALS BLUFFTON PROGRAMS | 1604 | 525,903 | 67,188 | 71,963 | 81,635 | 82,445 | 146,010 | 63,565 | 43.5% |
| Cultural | Admin | PALS ATHLETIC PROGRAMS | 1605 | 269,394 | 480,764 | 435,155 | 451,797 | 472,712 | 1,024,870 | 552,158 | 53.9% |
| Cultural | Admin | PALS RECREATION CENTERS | 1606 | 422,752 | 403,610 | 374,760 | 367,422 | 375,513 | 515,025 | 139,512 | 27.1% |
| Cultural | Admin | LIBRARY ADMINISTRATION | 1620 | 423,171 | 425,622 | 443,840 | 426,206 | 445,039 | 709,546 | 264,507 | 37.3% |
| Cultural | Admin | LIBRARY BEAUFORT BRANCH | 1621 | 343,762 | 326,545 | 309,708 | 338,363 | 355,258 | 489,825 | 134,567 | 27.5% |
| Cultural | Admin | LIBRARY BLUFFTON BRANCH | 1622 | 401,080 | 298,626 | 309,078 | 342,969 | 357,225 | 570,194 | 212,969 | 37.4% |
| Cultural | Admin | LIBRARY HILTON HEAD BRANCH | 1623 | 426,752 | 360,821 | 331,506 | 387,230 | 407,523 | 492,569 | 85,046 | 17.3% |
| Cultural | Admin | LIBRARY LOBECO BRANCH | 1624 | 76,224 | 81,723 | 86,530 | 84,473 | 88,929 | 139,474 | 50,545 | 36.2% |
| Cultural | Admin | LIBRARY ST HELENA BRANCH | 1625 | 62,505 | 60,603 | 218,374 | 359,410 | 373,127 | 571,647 | 198,520 | 34.7% |
| Cultural | Admin | LIBRARY TECHNICAL SERVICES | 1626 | 474,698 | 308,686 | 329,224 | 381,298 | 229,925 | 437,128 | 207,203 | 47.4% |
| Cultural | Admin | LIBRARY SC ROOM | 1627 | 64,750 | 65,621 | 66,451 | 68,551 | 72,046 | 101,636 | 29,590 | 29.1% |
| Cultural | Fringe | CULTURAL & RECRE BENEFITS POOL | 1699 | 682,088 | 545,502 | 499,087 | 514,238 | 573,196 | 707,502 | 134,306 | 19.0% |
| General Fund Expenditures | | | | 60,483,073 | 56,760,275 | 58,427,819 | 61,425,927 | 64,955,340 | 91,802,002 | 26,846,662 | 29.2% |

Budget FY 2014
As of 3/21/2014

| Description | Organization | ORG | Actual Year to Date Comparison For the Period Ending February 28th | | | | March 21, 2014 | Adopted | \$ Variance of | % Variance of | |
|-------------|--------------|---|---|--------------|--------------|--------------|----------------|----------------|----------------|---------------|-------|
| | | | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Actual to Date | Budget | Budget vs | Budget vs | |
| | | | | | | FY 2014 | FY 2014 | Actual to Date | Actual to Date | | |
| Transfers | Allocation | GENERAL FUND XFERS OUT | 1999 | | | | | | | | |
| | | Miscellaneous Grant | 59200 | - | - | - | - | - | - | 0.0% | |
| | | Daufuskie Ferry | 59202 | 66,667 | 66,667 | 66,667 | 100,000 | 112,500 | 150,000 | 37,500 | 25.0% |
| | | Public Safety Grants | 59206 | - | 2,472 | 7,788 | - | - | - | - | 0.0% |
| | | EMS Grants | 59207 | 4,000 | 4,000 | - | - | - | - | - | 0.0% |
| | | Real Property | 59209 | - | - | - | - | - | - | - | 0.0% |
| | | Energy Grant | 59225 | - | - | 444 | - | - | - | - | 0.0% |
| | | Tire Recycling | 59226 | - | - | - | - | - | - | - | 0.0% |
| | | Dale Water Line | 59229 | 34,939 | - | - | - | - | - | - | 0.0% |
| | | PALS Programs Fund | 59231 | 2,999 | - | - | - | - | - | - | 0.0% |
| | | DSN Programs Fund | 59241 | 1,080,408 | 906,333 | 1,133,333 | 1,333,333 | 1,500,000 | 2,000,000 | 500,000 | 25.0% |
| | | A&D Programs Fund | 59261 | 243,042 | 199,791 | 233,333 | 266,667 | 300,000 | 400,000 | 100,000 | 25.0% |
| | | DNA Laboratory | 59270 | 221,663 | - | - | - | - | - | - | 0.0% |
| | | Victims Assistance | 59271 | 62,556 | 71,757 | 79,527 | 79,677 | 89,637 | 119,516 | 29,879 | 25.0% |
| | | School Resource Officer | 59273 | 97,237 | 88,967 | 95,226 | 86,215 | 96,991 | 129,322 | 32,331 | 25.0% |
| | | Sheriff Grant | 59274 | 18,143 | 3,204 | - | 256 | 256 | 256 | - | 0.0% |
| | | DNA Grant Fund | 59280 | - | 22,097 | - | - | - | - | - | 0.0% |
| | | COSY Program | 59281 | 86,667 | 93,333 | 93,333 | 100,000 | 112,500 | 150,000 | 37,500 | 25.0% |
| | | Debt Service Fund | 59300 | - | - | - | - | - | - | - | 0.0% |
| | | LI Airport | 59570 | - | - | - | - | - | - | - | 0.0% |
| | | HHI Airport | 59580 | 12,500 | - | - | - | - | - | - | 0.0% |
| | | Treasurer's Execution Fund | 59603 | - | - | 41,302 | - | - | - | - | 0.0% |
| | | Clerk of Court | 59619 | - | - | - | - | - | - | - | 0.0% |
| | | Public Defender | 59651 | 335,223 | 200,000 | 200,000 | 400,000 | 450,000 | 600,000 | 150,000 | 25.0% |
| | | Sheriff's Trust | 59663 | 10,000 | 15,000 | - | - | - | - | - | 0.0% |
| | | Total General Fund Transfers Out | | 2,276,044 | 1,673,621 | 1,950,953 | 2,366,148 | 2,661,884 | 3,549,094 | 887,210 | 25.0% |
| Education | Education | Education Allocation | 1698 | 2,358,150 | 2,000,000 | 2,000,000 | 2,791,667 | 3,150,000 | 4,000,000 | 850,000 | 21.3% |
| | | General Fund Expenditures (including Transfers and Education Allocation) | | 65,117,267 | 60,433,896 | 62,378,772 | 66,583,742 | 70,767,224 | 99,351,096 | 28,583,872 | 28.8% |
| | | Net (Surplus)/Deficit | | (15,764,609) | (20,803,663) | (20,327,063) | (19,344,695) | (15,454,429) | - | | |



BLUFFTON ALL-STARS

2

10

34

4

35

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22

23

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12

3

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made and entered into this ____ day of _____ 2014, by and between BEAUFORT COUNTY and THE TOWN OF HILTON HEAD, , political subdivisions of the State of South Carolina (the "Sellers") and ANDRE J. WHITE and JASMINE B. WHITE, as Joint Tenants with Rights of Survivorship, (the "Purchasers").

WITNESSETH:

WHEREAS, the parties hereto have had preliminary discussions with regard to the sale and purchase of certain property located on Hilton Head Island, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said property.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. Real Property. The Seller agrees to sell and the Purchaser agrees to purchase that approximately 0.075 acre of real estate described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (the "Property").
2. Consideration / Purchase Price. The purchase price of the property shall be TWENTY TWO THOUSAND AND XX/100 Dollars (\$22,000.00) (the "Purchase Price") and shall be due and payable at closing.
3. Conveyance of Real Property/Title. Title to the above described Property shall be conveyed to the Purchaser by limited warranty deed free and clear of all liens and encumbrances whatsoever except those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. Plat. Upon execution of this Agreement, Purchaser shall at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which shall be certified to Purchaser and the title insurers, if any.

5. Seller's Representations and Warranties. Seller and Purchaser agree that the property, with any and all improvements thereon, are being sold "as-is" and that the Seller makes no representations or warranties regarding the land or improvements, whatsoever.

6. Inspection Period. It is understood by the parties that this Agreement is subject to a due diligence period until _____.

7. Closing.

a) Closing. The transaction contemplated hereby shall close on or before _____ at the offices of Purchaser's attorney, or on such other date, place and/or time as the parties may mutually agree. Complete execution of the Agreement shall mean the execution by both parties with said delivery of the Agreement to occur no later than twenty-four (24) hours after the execution thereof.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2014, if any, shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

8. Right of Access for Inspection. As described above, Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other environmental tests, or otherwise, which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Purchaser shall survive the Closing or earlier termination of the Agreement but shall not apply to the mere discovery of existing conditions at the Property by Purchaser. Purchaser shall, at Purchaser's expense, promptly repair any damage to the Property caused by Purchaser's entry and on-site inspections and shall indemnify and hold harmless Seller for any loss, damage or claim related to Purchaser's entry.

9. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO SELLER: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Josh Gruber, Beaufort County Staff Attorney &
Allison Coppage, Assistant Staff Attorney
E-mail: jgruber@bcgov.net
843-255-2059

Copy to: Thomas A. Bendle, Jr.
Howell, Gibson & Hughes, P.A.
PO Box 40 Beaufort, SC 29901
E-Mail: tbendle@hgpa.com
843-522-2400

Town of Hilton Head Island
Post Office Box
Hilton Head Island, SC 29928
Attn: Steve Riley
843-341-4600

Curtis R. Coltrane
P.O. Drawer 6808
Hilton Head Island, SC 29938
843-785-5551

TO PURCHASER: Andre J. White and
Jasmine B. White
PO Box 23408
Hilton Head Island, SC 29925

10. Assignment by Purchaser. Purchaser shall have the right to assign this Agreement and any and all deposits in escrow made on account of the purchase price hereunder to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

11. No Joint Venture. It is understood and agreed between the parties hereto that this is a contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is

assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

12. Seller's Delivery of Documentation. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Limited Warranty Deed. A limited warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions, if any, referenced herein.

13. Seller's Reservations and Contingencies.

a) Purchaser is the owner of the adjoining lot consisting of approximately .50 acres and having a DMP of: R510 005 000 010H 0000. As part of the consideration for the seller selling the subject property, Purchaser agrees to limit the uses of said adjoining lot, R510 005 000 010H 0000, to residential purposes only. Under no circumstances shall this property be used for any other purposes other than residential despite the Town of Hilton Head Island's Land Management Ordinance, any zoning designations by any governmental entity, or otherwise. As part of the consideration for the sale of the subject property, the Purchasers agree to sign covenants and restrictions to be attached to the adjoining land, R510 005 000 010H 0000, restricting the use of the land to residential purposes only, in perpetuity. Said Purchasers shall cause to have filed said covenants with the Beaufort County Register of Deeds Office as part of this transaction.

b) Purchasers agree to grant unto the Seller a First Right of Refusal to purchase the aforementioned adjoining lot, R510 005 000 010H 0000, in the event that said lot shall become available for sale or transfer. If said lot is ever transferred to a third party, Andre and Jasmine White, must obtain a waiver of Beaufort County's First Right of Refusal to proceed with that transaction. Beaufort County's Right of First Refusal shall be contained as a covenant and /or restriction in the deed prepared as part of this transaction, and shall further be memorialized in a Covenant and Restriction Document to be filed with the Beaufort County Register of Deeds Office as part of this transaction.

14. Inspection Reports. **IF INSPECTION REPORTS HAVE BEEN OBTAINED BY SELLER OR ITS REPRESENTATIVES, SAID REPORTS MAY BE PROVIDED TO SELLER'S BROKER OR PURCHASER FOR INFORMATION PURPOSES ONLY. SELLER DOES NOT AND WILL NOT WARRANT THE TRUTH OR VALIDITY OF ANY FINDINGS THAT MAY BE CONTAINED IN SUCH REPORTS. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER HAS OR WILL THOROUGHLY INSPECT AND EXAMINE THE PROPERTY PRIOR TO CLOSING. PURCHASER IS RESPONSIBLE FOR OBTAINING INSPECTION REPORTS FROM QUALIFIED PROFESSIONALS TO ASSESS THE PROPERTY.**

14. Release. Purchaser hereby releases Seller from all claims, losses, damages, liabilities, costs and expenses which Purchaser or any party related to or affiliated with Purchaser has or may have arising from or related to any matter or thing related to the physical condition of the Property, any construction defects, any errors or omissions in the design or construction of the Property, and any environmental conditions at, in, or under the Property, and Purchaser will not look to Seller or any Seller Related Party in connection with the foregoing for any redress or relief.

15. Facsimile and Other Electronic Means: The parties agree that countersigned copies of this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

IN WITNESS WHEREOF, the Seller herein has caused this Agreement to be duly executed this _____ day of _____, 2014.

WITNESSES:

SELLER:

BEAUFORT COUNTY

By: Gary Kubic
Its: County Administrator

WITNESSES:

SELLER:

THE TOWN OF HILTON HEAD

By:
Its: Town Manager

IN WITNESS WHEREOF, the Purchaser herein has caused this Agreement to be duly executed as of this _____ day of _____, 2014.

WITNESSES:

PURCHSER:

Andre J. White

WITNESSES:

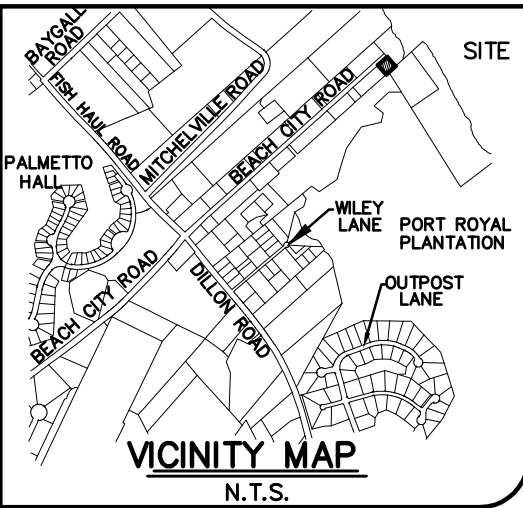
PURCHSER:

Jasmine B. White

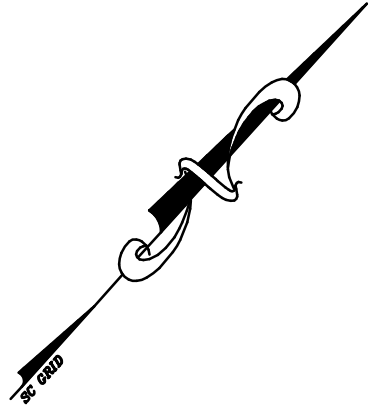
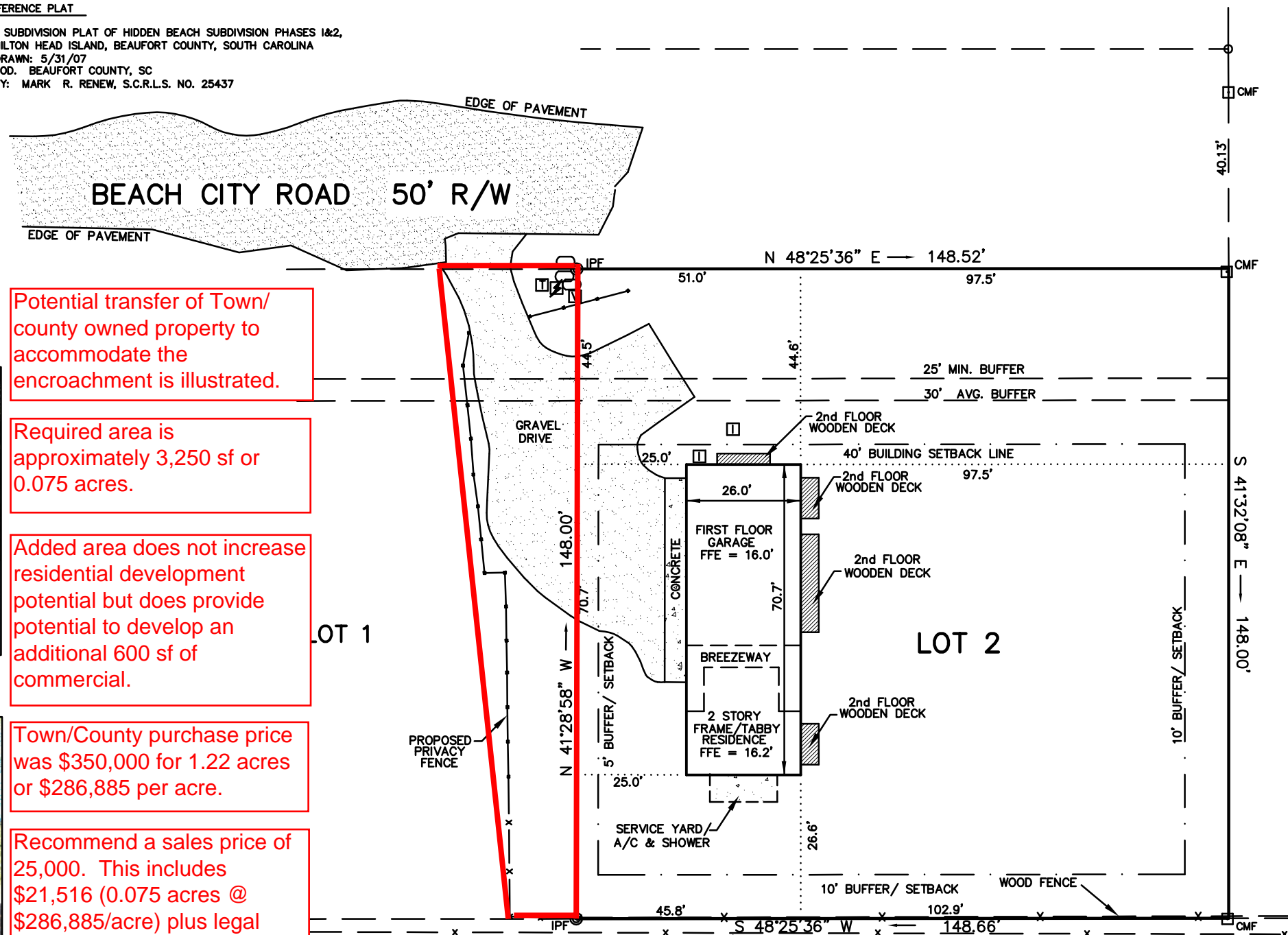
Exhibit "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being designated as approximately 0.075 acres on a plat of survey prepared for Wallstar Development Co., LLC by Mark R. Renew of Seal Island Land Survey, LLC on December 17, 2007 and attached hereto for reference. Said parcel of land is located along Beach City Road and is identified as a portion of DMP: R510 005 000 0329 0000 in the Office of the Assessor for Beaufort County, South Carolina

A Portion of DMP: R510 005 000 0329 0000



REFERENCE PLAT
 1) SUBDIVISION PLAT OF HIDDEN BEACH SUBDIVISION PHASES 1&2,
 HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
 DRAWN: 5/31/07
 ROD: BEAUFORT COUNTY, SC
 BY: MARK R. RENEW, S.C.R.L.S. NO. 25437



Potential transfer of Town/county owned property to accommodate the encroachment is illustrated.

Required area is approximately 3,250 sf or 0.075 acres.

Added area does not increase residential development potential but does provide potential to develop an additional 600 sf of commercial.

Town/County purchase price was \$350,000 for 1.22 acres or \$286,885 per acre.

Recommend a sales price of 25,000. This includes \$21,516 (0.075 acres @ \$286,885/acre) plus legal fees.



N/F PERRY WHITE
 R510 005 000 0249 0000

TOWN OF HILTON HEAD ISLAND
 R510 005 000 0208 0000
 DB. 1102, PG. 1328
 PB. 30, PG. 63
 PB. 77, PG. 89

ASBUILT SURVEY OF:
 LOT 2, BEACH CITY ROAD,
 HIDDEN BEACH SUBDIVISION, HILTON HEAD ISLAND,
 BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: WALLSTAR DEVELOPMENT CO., LLC

DATE: 12/17/07

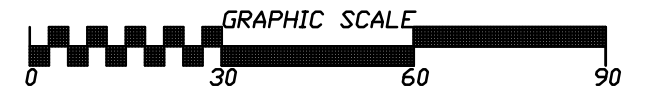
SCALE: 1" = 30'

- SYMBOLS**
- ⊠ - ELECTRIC TRANSFORMER
 - ☐ - TELEPHONE SERVICE
 - ⊞ - WATER METER
 - ⊡ - VALVE BOX
 - ⊞ - IRRIGATION CONTROL VALVE
 - ⊙ - 1/2" IRON PIN FOUND
 - ⊞ - 3" CONCRETE MONUMENT SET

PROPERTY AREA = 0.50 Ac. (21,991 Sq. Ft.)
 ADDRESS:# 282 BEACH CITY ROAD
 DISTRICT: 510 , MAP:5, PARCEL: 10H (PARENT)
 THIS PROPERTY LIES IN F.E.M.A. ZONE C
 COMMUNITY NO. 450250, PANEL: 0009D, DATED: 9/29/86
 (NO MINIMUM ELEVATION REQUIRED)

- NOTES:**
- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
 - 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
 - 3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
 - 4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
 - 5). USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



SILS Sea Island Land Survey, LLC.
 4D Mathews Court, Hilton Head Island, SC 29926
 Tel (843) 681-3248
 Fax (843) 689-3871
 E-mail: sils@sprynet.com
 FILE No: 05608/10
 DWG No.: 4-1284
 COPYRIGHT © BY SEA ISLAND LAND SURVEY, LLC. CAD: MC FIELD: GR

2014 /

TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V. USE REGULATIONS, SEC. 106-1287. COMMERCIAL RETAIL, REGIONAL (ADDS STANDARDS TO ALLOW ADAPTIVE RE-USE OF LIGHT INDUSTRIAL PROPERTIES.

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~ shall be deleted text.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: March 10, 2014

Second Reading:

Public Hearing:

Third and Final Reading:

Sec. 106-1287. Commercial retail, regional

(a) *Limited/special standards for use in all applicable districts.* Limited/special standards for regional commercial retail uses in all applicable districts are as follows:

- (1) These uses may constitute no more than five percent of the total permitted floor area of the project in which they are located.
- (2) The access to these uses shall be from the development's interior streets. The uses shall not have frontage on arterial or collector streets.

(b) *Reports/studies required.* All applications for this use shall include a community impact statement.

(c) *Limited standards for regional commercial retail uses within rural business districts.* Limited standards for regional commercial retail uses within rural business districts are as follows:

- (1) This use is limited to 3,500 square feet of floor area.
- (2) Drive-through facilities are not permitted as part of this use.
- (3) The following uses are not permitted as part of this use: vehicular sales, rental and service uses (NAICS 441); and hospitals and medical facilities (NAICS 621, 622, 623, 624).

(d) Limited standards for adaptive re-use: regional commercial retail uses in the Light Industrial zoning district. Limited standards for regional commercial retail establishments utilizing developed site uses which have been unoccupied by an operating business for more than two years are as follows:

- (1) It is the intent of this section to allow adaptive re-use of sites developed in conformity with allowable uses for the Light Industrial district, but which have become vacant and remained vacant for more than two years, thereby avoiding the creation or continuation of a blighted area.
- (2) The permitted floor space size limitations of Sec. 106-1287(a)(1) shall not be applicable; existing structures within the interior floor space of structures can be fully utilized for all uses qualifying as commercial retail, regional, and may utilize the permitted access to the site, notwithstanding Sec. 106-1287(a)(2), provided that:
 - (i) Adequate parking is provided on-site or through shared parking, with on-site individual parking spaces delineated;
 - (ii) The site is located within 1,000 feet of an arterial road, and traffic impacts as measured by trips per day will not exceed by more than 10% the traffic impact of the former permitted use on the site;
 - (iii) The proposed use shall meet the Land Use Compatibility Recommendations of the United States Navy for the Accident Potential Zones (APZs) or Noise Zones, if the site is within such a zone; and
 - (iv) No flea market outside retail sales for an adaptive reuse shall be permitted within the APZs or Noise Zones, if the site is within such a zone.
 - (v) Structural additions shall not increase the existing floor space by more than 15%; if more than a 15% increase is proposed, the application will be treated as a special use.

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A GENERAL FUND ~~RESERVE FUND BALANCE~~ POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA

WHEREAS, Beaufort County Council operates as a Council-Administrator form of government; and,

WHEREAS, the County Council has the power to establish by ordinance a General Fund ~~Reserve Fund Balance~~ Policy and has identified the need for such a policy as a top fiscal priority at its last two annual retreats; and,

WHEREAS, the County Council desires, as part of its long range financial planning, to achieve a goal of maintaining a fund balance of at least ~~thirty percent (30%) twenty five percent (25%)~~ of the total General Fund expenditures for the previous fiscal year as an undedicated General Fund fund balance ~~reserve~~; and,

WHEREAS, a formal ~~reserve fund balance~~ policy is recommended by various finance and accounting professional organizations and independent bond rating agencies; and,

WHEREAS, it is recognized by the Government Accounting Standards Board and the Government Finance Officers Association that it is prudent for local government entities to establish a formal ~~reserve fund balance~~ policy for General Operating Funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, THAT SECTIONS 2-403 THROUGH 2-405 OF THE BEAUFORT COUNTY CODE OF ORDINANCES ARE HEREBY CREATED AND PROVIDE AS FOLLOWS:

SECTION 2-403. Establishment of General Fund ~~Reserve Fund Balance~~ Policy

Beaufort County Council hereby establishes a General Fund ~~Reserve Fund Balance~~ Policy which shall require the maintenance of a fund balance of ~~at least thirty percent (30%) twenty five percent (25%)~~ of the total General Fund expenditures for the previous fiscal year as an undedicated General Fund fund balance ~~reserve~~.

SECTION 2-404. Use of General Fund ~~Reserve Fund~~ Balances, Minimum Maintained Fund Balance

The General Fund fund balance ~~reserve~~ may only be used in certain limited situations such as to stabilize revenues, mitigate a projected deficit in the current operating period, retire or defease outstanding bonds or notes of the County, fund one-time or unanticipated expenditures, and pay judgments or otherwise settle legal disputes and claims.

Any legislative action that results in reducing the General Fund ~~reserves fund balance~~ below the ~~thirty percent (30%) twenty five percent (25%)~~ threshold shall contain a provision specifically authorizing the use of such ~~reserves funds~~.

The County Administrator shall ~~use his or her best efforts to~~ inform the Council, ~~when possible,~~ and with as much advance time as may be practical under the circumstances, whenever the County has

obligations that would reasonably be expected to result in the General Fund ~~reserves~~ fund balance to decline below the ~~thirty percent (30%)~~ twenty five percent (25%) threshold.

At any other time that the Council determines that the use of the General Fund ~~reserves~~ fund balance within the ~~thirty percent (30%)~~ twenty five percent (25%) threshold is needed for one or more of the reasons provided for in this section, the Council shall, by resolution, authorize the use of such reserves.

At no time shall County Council take action, which shall have the effect of reducing the General Fund fund balance ~~reserve~~ to an amount below an average of two (2) months worth of total General Fund expenditures for the previous fiscal year without first declaring that an emergency exists within the County thereby necessitating the use of such funds.

In addition, Beaufort County Council shall, during the August through October hurricane season, maintain a ~~reserve~~ fund balance of unrestricted and available cash equal to a minimum of 25% of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.

Further, all components of the ~~reserve~~ fund balance will be reported to County Council quarterly and the ordinance shall be reviewed annually for the first five years it is in effect.

SECTION 2-405. Effective Date and Date of Compliance.

It is necessary that this Ordinance become effective immediately upon its adoption to ensure the long term financial health and stability of Beaufort County, South Carolina.

It is acknowledged that the current amount of the General Fund ~~reserves~~ fund balance would not be sufficient to meet the ~~thirty percent (30%)~~ twenty five percent (25%) threshold established by this Ordinance. Additionally, it is anticipated that it will take several years of prudent and responsible financial management to increase the General Fund ~~reserves~~ fund balance in order to satisfy the goals of this policy. Therefore, Beaufort County Council ~~shall~~ will strive to contribute ~~no less than~~ at least half of one percent (.5%) of the total General Fund expenditures annually to reach compliance with this stated ~~General Fund fund balance~~ reserve policy.

DONE this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

First Reading:

Second Reading:

Public Hearing:

ORDINANCE NO. 2004/

**ORDINANCE TO ADOPT A DEBT RESERVE POLICY
FOR BEAUFORT COUNTY'S DEBT SERVICE FUND**

WHEREAS, Beaufort County is obligated to make payments on the interest and principal amounts of debt that have been acquired by the County to ensure the adequate provision of various governmental services; and

WHEREAS, since the inception of the Governmental Accounting Standards Board (GASB) Statement 54, Fund Balance Reporting and Governmental type Definitions, which the County adopted in its fiscal year 2011 comprehensive annual financial report (CAFR); and

WHEREAS, the adoption of a Debt Reserve Policy for the County's Debt Service Fund has the potential to increase the County's bond rating, thus allowing the County to save additional funds when it must issue revenue bonds.

NOW, THEREFORE, BE IT RESOLVED at a meeting duly assembled of Beaufort County Council, that there is hereby adopted a Reserve Policy for the County's Debt Service Fund. The Policy shall state that the county will ~~strive to~~ maintain enough fund balance, net of any potential incoming revenue, within its Debt Service Fund and County Purchase Property Fund to cover the County's interest – only payments occurring on August 1 and September 1 of every fiscal year. The additional revenues required to grow the fund balance may be achieved by maintaining all borrowing premium revenues. ~~within the funds when debt millage levels are maintained to cover each year's debt service payments.~~

Adopted this ____ day of _____, 2014

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

First Reading: March 10, 2014

Second Reading:

Public Hearing:

Third and Final Reading:

**A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA CALLING
FOR A LOCAL OPTION SALES TAX REFERENDUM**

WHEREAS, the local option sales tax has proven to be an effective measure to control and lower the property tax burden on the citizens of those counties which have previously approved such measures; and

WHEREAS, the County Council intends to use the revenue from the local option sales tax for the purpose of allowing a credit against a taxpayer's ad valorem tax liability and for the purpose of funding County and municipal operations in Beaufort County; and

WHEREAS, the last referendum on the question of adopting the local option sales tax was held more than twelve (12) months ago.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, that pursuant to Section 4-10-30 of the Code of Laws of South Carolina, (1976), as amended, the Beaufort County Election Commission is directed to conduct a referendum on the Tuesday following the first Monday in November 2014.

BE IT FURTHER RESOLVED, that the question which shall appear on the referendum ballot shall read as follows:

“Must a one percent sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?”

Yes ____
No ____

BE IT FURTHER RESOLVED, that the County Administrator and his staff, as necessary, are authorized to prepare and execute the necessary documents, advertisements and other matters so that this referendum may be properly held.

DONE this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: Request to Purchase a Hydraulic Excavator from State Contract Number 5000013452 for Beaufort County's Public Works Department, Stormwater Infrastructure Section
DATE: March 17, 2014

BACKGROUND: The Purchasing Department received a request from the Public Works Department, Stormwater Infrastructure Section to purchase a CAT Model 308E2CRSB Hydraulic Excavator (mini-excavator) from State contract number 5000013452. The new mini-excavator will be a replacement for the department's current compact excavator which is incapable of handling the department's bigger projects. Additionally, the mini-excavator requested has more horsepower and greater lift capacity. Stormwater Infrastructure will transfer their current compact excavator to the Public Works Department, Roads & Drainage-North Section where it will be used primarily to clean out roadside ditches.

STATE CONTRACT VENDOR INFORMATION:

Blanchard Machinery, Columbia, SC

COST:

\$109,354

FUNDING: Account # 50250011-54200, Stormwater Operations – Specialized Capital Equipment

FOR ACTION: Public Facilities Committee meeting on March 17, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$109,354 to purchase a CAT Model 308E2CRSB Hydraulic Excavator from the aforementioned vendor in support of Public Works operations.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator
Alicia Holland, Chief Financial Officer *AH*
Robert McFee, Engineering and Infrastructure Director *R.M.F. - DT*
Eddie Bellamy, Public Works Director *EB*

Att: Pricing Information



Quote 108946-01

March 11, 2014

BEAUFORT COUNTY PUBLIC WORKS
PO DRAWER 1228
BEAUFORT, SC 29901

Attention: EZEKIEL MILLER

Dear Zeke,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CAT Model: 308E2CRSB Excavators with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ryan Luthren
Machine Sales Representative

One (1) New CAT Model: 308E2CRSB Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN-CAT C3.3B Diesel Engine with 12-volt-Water separator in fuel line-electrical starting-Two speed auto-shift travel-Auto idle-Straight line travel-2,500M (8,200ft) altitude capability-Automatic swing park brake

UNDERCARRIAGE-Hydraulic track adjusters

ELECTRICAL-12 volt electrical system-Light, Cab, Boom Left and Right-Circuit breaker-880 CCA maintenance free battery-Ignition key stop switch-Warning horn-60 ampere alternator

OPERATOR ENVIRONMENT-Seat, Fabric, High Back, Suspension-Cup holder-Openable front windshield-Hydraulic neutral lockout system-COMPASS: Complete Operation, Maintenance-Washable floor mat-Performance and Security System-Skylight- Multiple Languages-Rear window emergency exit-Windshield wiper and washer-Travel control pedals with hand levers-Air conditioning with defroster-Control lever mounted auxiliary controls-Interior light-Adjustable wrist rests-Coat hook-Mirror rear view: Cab Left-Literature holder-Radio mounting-Utility space for mobile phone-12V power socket

FLUIDS-Extended life cooling -37C

OTHER STANDARD EQUIPMENT-Hydraulic flow summation system-Towing eye on base frame-Auxiliary hydraulics with adjustable-Tie down eyes on track frame-maximum flow and continuous flow-Boom with offset swing post-Door locks-Rear reflector-Caterpillar corporate "one key" system-Lockable fuel cap-Tool storage area-Dozer blade w/float function-Accumulator-Economy mode for up to 20% fuel savings

MACHINE SPECIFICATIONS

| Description | Reference No |
|--|---------------------|
| 308E2 CR HYD EXCAVATOR MA2 | 426-0228 |
| 3998365 308E2CR SB HYDRAULIC EXCAVATOR | |
| 3826304 CAB, ROPS | |
| 3819214 LIGHTS, CAB | |
| 4154431 CONTROL, PATTERN CHANGER | |
| 3776555 ACCUMULATOR, FOR CANADA | |
| 3776549 LINES, BOOM | |
| 3776551 LINES, STICK | |
| 3820391 SEAT, H-BACK, AIR SUSP, HEATED | |
| 3845651 BELT, SEAT, 3" RETRACTABLE | |
| 4154380 COOLING, HIGH AMBIENT | |
| 3821602 PLUGS, MIRROR MOUNT | |
| 3986354 ALARM, TRAVEL | |
| 3897121 RADIO, AM/FM | |
| BUCKET, HD, 36", 0.51 CYD | 295-5954 |
| BUCKET-DC, 48" | 306-5664 |
| COUNTERWEIGHT, STANDARD | 367-0948 |
| TANK, FUEL | 380-1983 |
| DRAIN, ECOLOGY | 382-8757 |
| TRACK, 18" TG, W/ RUBBER PAD | 382-8816 |
| BLADE, 97" | 382-8822 |
| INSTRUCTIONS, ANSI | 421-8430 |
| STICK PACKAGE, LONG W/O 2ND AUX | 426-0173 |
| PROTECTION, SHIP and STORE STANDARD | 0P-2266 |
| INSTRUCTIONS, ENGLISH | 0P-3380 |
| ROLL ON-ROLL OFF | 0P-4811 |

| | |
|--------------------------|------------------|
| Sell Price | \$109,054 |
| Ext Warranty | Included |
| After Tax Balance | \$109,354 |

WARRANTY

Standard Warranty: 12 Month/1,500 Hour Standard Warranty

Extended Warranty: 3 year/3000 PT + HYD

F.O.B/TERMS

Heavy Columbia 321

Accepted by _____ on _____

Signature



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *g,t*

SUBJ: Household Hazardous Waste Collection Services for Beaufort County Public Works, Solid Waste Department – IFB # 022614 for Fiscal Year 2015 Annual Contract Award

DATE: March 17, 2014

BACKGROUND: Currently, Beaufort County is under contract with CARE Environmental, Corp. for annual service of Household Hazardous Waste (HHW) collection events conducted twice a year, one event in Northern Beaufort County and one event in Southern Beaufort County. In addition, paint and other miscellaneous HHW materials that are collected weekly from County convenience centers are picked up as needed from the Public Works complex every two or three months, depending on the volume of accumulated material. In preparation of the current contract expiring June 30, 2014, an Invitation for Bid (IFB number 022614) was issued in February 2014 for these services. On February 26, 2014, bids from five firms were received and a bid tabulation with projected costs for each firm was created. Based on these calculations, CARE Environmental, Corp. is the lowest bidder with the lowest estimated annual cost. Please see the bid tabulation in Attachment 1 for vendor cost comparison.

RECOMMENDED VENDOR INFORMATION:

ESTIMATED ANNUAL COST:

CARE Environmental, Corp., Landing, New Jersey

\$100,000

FUNDING: Fiscal Year 2015: Account 1001340-51160, Solid Waste & Recycling - Professional Services

PRIOR YEAR COST: Fiscal Year 2013 costs were \$73,779 and Fiscal Year 2014 year to date costs are \$42,570. There is one more collection event scheduled and several pickups remaining this fiscal year, and costs are not expected to exceed \$80,000. Contract costs are based upon unit pricing for each type of material collected.

FOR ACTION: Public Facilities Committee meeting occurring on March 17, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the award of the Fiscal Year 2015 contract for HHW Collection Services to CARE Environmental, Corp., effective July 1, 2014 for a term of one year with four one-year renewal options for a potential total five year contract.

Cc: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer *AH*
Robert McFee, Engineering and Infrastructure Director *For 2-6 M.F. DLT*
Eddie Bellamy, Public Works Director *EB*
James S. Minor, Jr., Solid Waste Manager *JM*

Att: IFB# 022614, Attachment (1) Bid Tab

IFB# 022614, Attachment 1 Bid Tab
Household Hazardous Waste Collection Services for Beaufort County Public Works
Solid Waste Department

| IFB# 022614 BID TAB | | | | | |
|-----------------------------|--------------------------------------|--|-------------------------------------|--|---|
| DATE: MARCH 10, 2014 | | | | | |
| | | | | | |
| | | | | | |
| Firm | Care Annual Est. COST | EcoFlo Annual Est. COST | MXI Annual Est. COST | Clean Harbor Annual Est. COST | TRADEBE Annual Est. COST |
| Annual Events Totals | \$ 23,552.00 | \$ 25,531.28 | \$ 33,429.40 | \$ 33,405.50 | \$ 37,884.60 |
| Annual Pickup Totals | \$ 33,272.60 | \$ 38,606.72 | \$ 45,996.72 | \$ 66,846.90 | \$ 74,171.68 |
| | | | | | |
| | | | | | |
| TOTAL | \$56,834.60 | \$64,138.00 | \$79,426.12 | \$100,252.40 | \$112,056.28 |

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

**RESOLUTION APPOINTING
COMMISSION MEMBERS**

A RESOLUTION MEMORIALIZING THE APPOINTING BEAUFORT COUNTY REPRESENTATIVES TO THE COMMISSION CREATED PURSUANT TO THE *CAPITAL PROJECT SALES TAX ACT*, S.C. CODE ANN. §4-10-300, *ET SEQ.* (SUPP. 2003); TO PROVIDE FOR THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION MEMBERS AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, IN PUBLIC MEETING DULY ASSEMBLED:

SECTION 1. Recitals and Legislative Findings:

As an incident to the adoption of a Resolution on January 26, 2004, by the Beaufort County Council, a commission was created pursuant to the *Capital Project Sales Tax Act*, S.C. Code Ann. §4-10-320 (Supp 2003). The commission is charged with the duty of considering proposals for funding capital projects within the Beaufort County area and formulating the referendum question proposed to be placed on the ballot pursuant to S.C. Code Ann. §4-10-330 (Supp. 2003).

SECTION 2. Appointment of Beaufort County Members.

Pursuant to *Capital Project Sales Tax Act*, S.C. Code Ann. §4-10-300 *et seq.* (Supp 2003), the following individuals are appointed to the Commission Mike Covert, Craig Forest, Jeffrey Robinowich, Scott Richardson, Scott Graber, and Bill Robinson.

SECTION 3. Duties and Responsibilities of Commission.

(A) The commission members, in cooperation with the commission representatives from the municipalities located in Beaufort County, will consider proposals for funding capital projects within the county area and formulate a proposed referendum question to appear on the ballot. The commission's recommendations are made to the Beaufort County Council in the form of a report. The report should include:

(1) A statement of the purpose for which the proceeds of the tax are to be used, which may include projects located within or without, or both within or without, the boundaries of the local governmental entities, including the county, municipalities, and special purpose districts located in the county area and may include the following types of projects:

- (a) highways, roads, streets, and bridges;
- (b) courthouses, administration buildings, civic centers, hospitals, emergency medical facilities, police stations, fire stations, jails, correctional facilities, detention facilities, libraries, coliseums, or any combination of these projects;
- (c) cultural, recreational, or historic facilities, or any combination of these facilities;
- (d) water, sewer, or water and sewer projects;
- (e) flood control projects and storm water management facilities;
- (f) jointly operated projects of the county, a municipality, special purpose district, and school district, or any combination of those entities, for the projects delineated in subitems (i) through (v) of this subsection;
- (g) any combination of the projects described in subitems (i) through (vi) of this item;

(2) The maximum time, stated in terms of calendar or fiscal years or quarters, or a combination thereof, not to exceed seven years from the date of imposition, for which the tax may be imposed; and

(3)(a) If the county proposes to issue bonds to provide for the payment of any costs of the projects, the maximum amount of bonds to be issued, whether the sales tax proceeds are to be pledged to the payment of the bonds, and if other sources of funds are to be used for the projects, specifying other sources; and

(3)(b) The maximum cost of the project or facilities or portion of the project or portion of the facilities, to be funded from proceeds of the tax or bonds issued as provided in Article 3 of Chapter 10 of Title 4 of the South Carolina Code of Laws, 1976, as amended, and the maximum amount of net proceeds expected to be used to pay the cost or debt service on the bonds, as the case may be; and

(4) Any other condition precedent, as determined by the commission, to the imposition of the sales and use tax authorized by Article 3 of Chapter 10 of Title 4 of the South Carolina Code of Laws, 1976, as amended, or condition or restriction on the use of sales and use tax revenue collected pursuant to Article 3 of Chapter 10 of Title 4 of the South Carolina Code of Laws, 1976, as amended.

(5) When the tax authorized will be imposed for more than one purpose, the enacting ordinance, if any, must set forth the priority in which the net proceeds are to be expended from the purposes stated. The enacting ordinance may set forth a formula or system by which multiple projects are funded simultaneously.

(6) The proposed referendum question must read substantially as follows:

"Must a special one percent sales and use tax be imposed in (county) for not more than (time) to raise the amounts specified for the following purposes?

- (1) \$ _____ for _____
- (2) \$ _____ for _____
- (3) etc.
Yes []
No []"

If the proposed referendum question includes the issuance of bonds, the question must be revised to include the principle amount of bonds proposed to be authorized by the referendum and the sources of payment of the bonds if the sales tax approved in the referendum is inadequate for the payment of the bonds.

SECTION 4. Effective Date.

This Resolution shall be, and hereby is, effective the ____ day of _____, 2014.

ADOPTED THIS ____ DAY OF _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals described in Section 6-31-10 of the Act; and,

WHEREAS, Owner is the contract purchaser of certain adjacent tracts of real property consisting of a total of approximately sixty-six and 20/100 (66.20) acres, as more particularly described on Exhibit “A” attached hereto and made a part hereof (collectively hereinafter, the “Property”); and

WHEREAS, the Property is zoned Commercial Regional and is largely undeveloped, the only improvements being an eight thousand square foot (8,000 SF) building and associated parking formerly operated as a commercial printing operation and a two hundred fifty foot (250’) wide utility right-of-way area containing electrical utility lines and associated infrastructure (hereinafter, the “Powerline Easement Area”); and

WHEREAS, Owner is planning the development of the Property as a commercial center to be known as Bluffton Gateway Commercial Center (hereinafter “Bluffton Gateway”) with approximately three hundred twenty-two thousand square feet (322,000 SF) of commercial retail space, together with up to three (3) outparcels containing an additional approximate twenty thousand (20,000) square feet of commercial retail and restaurant space; and

WHEREAS, as provided in the May 2001 U.S. 278 Short Term Needs Study prepared by Wilbur Smith Associates for the Beaufort County Council (the “Short Term Needs Study”), Beaufort County identifies the need for road interconnectivity through the Property to the west with Sheridan Park commercial center and/or Red Cedar Street in Bluffton Park to S.C. Highway 46 to the east; and

WHEREAS, Beaufort County has requested and Owner has agreed to the construction generally as identified in the Short Term Needs Study of access roads to provide access to and interconnectivity to those properties adjacent to the Property, and the dedication to Beaufort County of certain road rights-of-way and road improvements on the Property in support of such interconnectivity; and

WHEREAS, Owner desires to modify certain aspects of the ZDSO (hereinafter defined), as more particularly described herein, to provide for and achieve the successful development of Bluffton Gateway pursuant to and as shown in a development plan (the “Development Plan”) to be approved by the DRT and the SCRB (each as hereinafter defined) in accordance with the ZDSO, which Development Plan is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the ZDSO provides for commercial subdivisions in Section 106-2540; and

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

WHEREAS, Owner has agreed to the construction of road infrastructure on the Property and the dedication of rights-of-way where such road infrastructure has been or shall be constructed on the Property in partial consideration of credits against any Impact Fees due to the increase in impacts resulting from the development during the term of this Agreement; and

WHEREAS, the Property is subject to a Non-Responsible Party Voluntary Cleanup Agreement (the “Brownfield Voluntary Cleanup Agreement”) between Owner and the South Carolina Department of Health and Environmental Control (“DHEC”) pursuant to Section 44-56-710, *et seq.* of the South Carolina Code of Laws (the “Brownfield Voluntary Cleanup Program”); and

WHEREAS, the Brownfield Voluntary Cleanup Program provides for the exemption of certain ad valorem taxes pursuant to and as more particularly described in Section 12-37-220 (44) of the South Carolina Code of Laws (the “Brownfield Voluntary Cleanup Exemption”); and

WHEREAS, the Brownfield Voluntary Cleanup Exemption provides for a five (5) year exemption from certain ad valorem taxes upon the issuance of a certificate of completion by DHEC (the “DHEC Certificate of Completion”) and upon the approval by resolution of the Beaufort County Council; and

WHEREAS, the county governing body contemplated in Section 12-37-220 (44) of the South Carolina Code of Laws is the Beaufort County Council, and Owner desires to confirm in this Agreement that the required resolution be issued by Beaufort County Council upon the issuance of the DHEC Certificate of Completion; and

WHEREAS, Beaufort County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, Beaufort County finds that Owner's plan for development proposed for this Property is consistent with Beaufort County's comprehensive land use plan and shall, together with the Brownfield Voluntary Cleanup Agreement, further the health, safety, welfare and economic well being of Beaufort County and its citizens; and,

WHEREAS, the plan for the development of the Property presents Beaufort County with an exceptional opportunity to receive completed road infrastructure consistent with and in compliance with the

Short Term Needs Study; secures quality planning and a well-constructed commercial retail center; provides for the voluntary cleanup of an existing Brownfield; provides for the enhanced protection of the environment; and strengthens and revitalizes its tax base; and,

WHEREAS, this Development Agreement is being made and entered between Owner and Beaufort County, under the terms of the Act for the purpose of providing assurances to Owner that it may proceed with its development of the Property under the terms hereof, consistent with the Development Plan, without encountering future changes in law which would materially affect the ability to complete the proposed development of the Property pursuant to the Development Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to Beaufort County.

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

I. INCORPORATION.

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

II. DEFINITIONS.

As used herein, the following terms mean:

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

“Beaufort County” or “County” means the municipal government of Beaufort County, South Carolina.

“Developer” means Owner and all successors in title or lessees of Owner who undertake Development of all or any portion of the Property or who are assigned Development Rights.

“Development” means the same as the definition of development as set forth in the ZDSO.

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

“Development Fees” means any and all road facilities development impact fees incurred in the Development of all or any portion of the Property, whether or not such road facilities or system improvements are currently identified in the County’s adopted road capital improvement plans or other adopted plans, and/or any other similar fee now existing or hereinafter adopted by Beaufort County.

“Development Plan” means that certain site development plan for the Property, and related material and exhibits, depicting proposed lots, buildings and other infrastructure for the Property’s proposed development, which are entitled “Development Plan”, and which constitute vested Development Rights (as hereinafter defined) under this Agreement with respect to all applicable zoning and land development requirements under the ZDSO, and which have been reviewed and approved by the County in conjunction with the approval of this Development Agreement, which Development Plan is attached hereto as Exhibit “B” and made a part hereof.

“Development Rights” means vested land use and the right to the Development of the Property or portions thereof, undertaken by Owner or Developers in accordance with the Development Agreement Ordinance and the ZDSO.

“DRT” means Beaufort County’s Development Review Team or similar planning review authorized and described in the ZDSO.

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

“Jaz 278, LLC” means a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and assigns.

“**Owner**” means Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and permitted assigns.

“**Property**” means collectively those tracts of land described on Exhibit “A” attached hereto and made a part hereof.

“**SCRB**” means the Beaufort County Southern Corridor Review Board, which has given conceptual approval of the Development Plan.

“**Sign Master Plan**” means that certain signage master plan for the development of the Property as approved in this Agreement , and related materials and exhibits entitled “Sign Master Plan”, which has been approved by Beaufort County in conjunction with the approval of this Development Agreement, which Sign Master Plan is attached hereto as Exhibit “C” and made a part hereof.

“**Term**” means a period of five (5) years and an additional five (5) years, if extended as set forth in Article III of this Agreement.

“**USACE**” means United States Army Corps of Engineers.

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

III. TERM.

The Term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter; or, if renewed, at the end of two (2) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances which would affect the ability of Owner to carry out the development approved in this Development Agreement. Further, at the end of the second five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “Substantial Development” shall mean (i) the conveyance by Owner of any right-of-way to Beaufort County pursuant to the terms of Article XI of this Agreement, or (ii) the construction (being completed or under construction) of not less than twenty-five

percent (25%) of the total commercial building area on the Property as shown and depicted on the Development Plan.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with this Development Agreement. Beaufort County shall, throughout the Term, use its best efforts to maintain or cause to be maintained, a procedure for the expedited administrative processing and review of all Development on the Property as approved by the Development Agreement. All costs charged by or to Beaufort County for such reviews shall be paid by Owner or Developer, as applicable.

V. CHANGES TO THE ZDSO.

Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the express prior written consent of Owner and any Developer with respect to assigned Development Rights; provided, however, Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws are: (a) not in conflict with laws governing this Agreement and do not prevent the Development approved in this Agreement; (b) essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; (c) specifically anticipated and provided for in the Development Agreement; (d) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date and if not addressed by Beaufort County would pose a serious health risk to the public health, safety and welfare of its citizens; or (e) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner does, for itself and its successors and assigns, and notwithstanding the ZDSO, agrees to be bound by the following:

- A.** Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be subject to the requirements of Article XVIII G.

- B. Owner agrees that all Development on the Property, with the exception of irrigation and incidental maintenance facilities, shall be served by potable water and sewer prior to occupancy, except for temporary use.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached hereto as Exhibit "E" and made a part hereof (the "Development Schedule"), as the same may be modified or amended by Owner or any Developer(s) in the future to reflect market conditions as determined in the sole discretion of Owner or any Developer with respect to assigned Development Rights. In accordance with the Act, the failure of Owner or any Developer with assigned Development Rights to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. The Development Schedules is a planning and forecasting tool only. The failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited to Owner's and/or Developer's good faith efforts to attain compliance with the Development Schedule. The fact that Development of the Property may take place at a different pace, based on future market conditions, as determined in the sole reasonable discretion of Owner or any Developer with respect to assigned Development Rights, is expected and shall not be a default hereunder. Furthermore, periodic adjustments to the Development Schedule, which may be submitted to the County by Owner or Developer(s) in the future, shall not be considered a material amendment or breach of this Agreement.

VII. COMMERCIAL DENSITY AND USE.

- A. **Commercial Density.** Development on the Property shall be limited to a maximum of 350,000 commercial square feet. Any subsequent development on the Property of additional commercial square footage resulting in an increase of more than 50 additional daily trips, shall require an updated traffic impact analysis and an amendment to the Development Agreement in accordance with Article XV. The right to fully develop or construct all of the commercial density provided herein shall be binding on Owner and the County. It being specifically understood that Owner, its successors and assigns shall have the absolute right to develop the Property to the commercial square feet of density stated herein. Owner or any Developer with respect to assigned Development Rights shall have the right to make revisions to the Development Plan for matters including, but not limited to, adjustments to the dimensions of lots and buildings so long as the same are in keeping with the character and intent of the Development Agreement Ordinance and shall be administered and approved

by the DRT, and such revisions shall not require an amendment of this Agreement pursuant to an amendment to the Development Agreement Ordinance.

- B. Use.** The Development Plan vests certain proposed land uses within the Property. The specific uses allowed for the Property shall be all those uses allowed under the Commercial Regional zoning category provided in the ZDSO as of the Effective Date of this Agreement.

VIII. ACCESS.

The Property is bounded by U.S. Highway 278 to the north and S.C. Highway 46 to the east. Access to the Property to U.S. Highway 278 and S.C. Highway 46 is approved as depicted in the Development Plan and as described herein. At such time other interconnectivity to the west is completed as approved in this Development Agreement, the Property shall have the access as shown in the Development Plan.

IX. EFFECT OF FUTURE LAWS.

Owner and Developer(s) shall have vested rights to undertake Development of any portion or all of the Property in accordance with the Development Agreement Ordinance. Future enactments of, or changes or amendments to Beaufort County ordinances, including the ZDSO, shall not apply to the Property unless the same are adopted in accordance with Article V of this Development Agreement or unless Owner and any Developer(s) consent to such enactment, change or amendment.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard building, housing, electrical, plumbing or gas codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout Beaufort County. No future development and/or aid to construction, impact fees or special assessments shall apply to the Property without the consent of Owner.

X. INFRASTRUCTURE AND SERVICES.

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

- A. Private Roads.** Except for those rights-of-way to be dedicated to Beaufort County as provided in this Agreement, any roads proposed to be constructed within the Property shall

be constructed by Owner, and maintained by it, or dedicated for maintenance to other appropriate entities. Except for those rights-of-way to be dedicated to Beaufort County as provided in this Agreement, Beaufort County shall not be responsible for the construction or maintenance of any roads within the Property, unless Beaufort County specifically agrees to do so in the future.

B. Public Roads.

- (i) The Property shall be served by direct access to U.S. Highway 278 and S.C. Highway 46 as shown on the Development Plan.
- (ii) The location of public access points to the Property, median cuts in the right-of-way, and signage shall be as set forth in the Development Plan.

C. Potable Water. Potable water shall be supplied to the Property by Jasper/Beaufort Water and Sewer Authority (“BJWSA”). Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary water service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all potable water and potable water utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as Exhibit “F” and made a part hereof.

D. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided by BJWSA. Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary sanitary sewer service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all sanitary sewer discharge and sanitary sewer utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as Exhibit “F” and made a part hereof.

E. Stormwater Treatment and Disposal. Stormwater treatment and disposal shall be in accordance with the ZDSO and the terms of this Agreement.

F. Other Services / Future Agreements. Development within the Property shall be served and entitled to any and all Beaufort County services, such as fire protection and police

protection, provided to other property within Beaufort County, with the understanding that the Property, except as otherwise herein provided, shall be subject to all Beaufort County taxes of universal application, as well as any special service district taxes which may apply to all other existing properties and development within the area, such as Fire District millage rates. Normal service shall be considered vested as a matter of right within this Property, on the same basis as all other property in Beaufort County.

XI. SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND CONTRIBUTIONS.

In addition to all other covenants, conditions and agreements set forth in this Agreement, the following are hereby agreed upon by the parties:

A. Rights-of-Way.

- (i) **Southern Connector Road.** Owner shall transfer to Beaufort County that certain parcel of real property shown and depicted as the “Southern Connector Road” on the Development Plan, which may be combined with other real property obtained by Beaufort County for the construction of a public right-of-way providing access to and through the Property from the west as generally depicted in the Development Plan. The parties acknowledge and agree that for the sole purpose of valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Southern Connector Road, standing alone and not as part of the entire Property, shall be at Owner’s option, either:
 - (a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor’s records, or
 - (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Southern Connector Road Land Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete the construction of the portions of the right-of-way not located on this Property which connect to the Southern Connector Road to the west. The conveyance document which conveys title to the Southern Connector Road shall be

subject to a restrictive covenant that prohibits the use by Beaufort County of the Southern Connector Road for any use other than for a right-of-way for vehicular and pedestrian traffic and/or utility services and infrastructure.

(ii) **Sheridan Park and U.S. Highway 278 Interconnectivity and Access.** Owner shall transfer to Beaufort County that certain parcel of real property shown and depicted on the Development Plan as the “Sheridan Park/U.S. 278 Connector Road”, which may be combined with other real property obtained by Beaufort County for the construction of a connector road right-of-way with the Sheridan Park commercial center to the west of the Property, and to provide access to U.S. Highway 278, each as generally depicted in Development Plan. The parties acknowledge and agree that for the sole purpose of valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Sheridan Park/U.S. 278 Connector Road, standing alone and not as part of the entire Property, shall be at Owner’s option, either:

- (a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor’s records, or
- (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Sheridan Park/U.S. 278 Connector Road Value. Beaufort County agrees that it shall use best efforts to obtain real property for and complete construction of portions of the right-of-way not located on the Property which connect to the Sheridan Park/U.S. 278 Connector Road to the west. Notwithstanding anything else contained herein, the failure by the County to obtain real property for and complete construction of those portions of the right-of-way not located on the Property shall not waive, cancel or terminate its obligation to accept those rights-of-way constructed on the Property, as approved and contemplated by this Agreement. The conveyance of the document which conveys title to the Sheridan Park/U.S. 278 Connector Road shall be subject to a

restrictive covenant that prohibits the use of the Sheridan Park/U.S. 278 Connector Road for any use other than for a right-of-way.

- (iii) **Conveyances.** The portions of the Southern Connector Road and the Sheridan Park/U.S. 278 Connector Road located on the Property (collectively sometimes referred to herein as the “Road Rights-of-Way”) shall be conveyed to Beaufort County by fee simple title and shall be subject to all matters of record and the restrictive covenants described herein on or after the date on which the adoption of the Development Plan and this Development Agreement become final and unappealable (or if appealed such appeal has been resolved in a manner satisfactory to Owner in its sole discretion).

B. Road Facilities Improvements – Design and Construction.

- (i) **Roads.** Owner agrees to construct or pay the cost to construct the road infrastructure upon the Road Rights-of-Way (the “Road Rights-of-Way Construction”) to County road construction standards, such Road Rights-of-Way shown and depicted on the Development Plan. Owner and Developer(s) shall also be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the Road Rights-of-Way. The value of the credit for the Road Rights-of-Way Construction shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner’s and County’s shared expense to develop alternative engineering or construction cost estimates (the “Road Rights-of-Way Construction Value”). Owner and Developer(s) shall be entitled to credits against Development Fees based on the Road Rights-of-Way Construction, which may be payable with respect to the Property up to the total amount of the Road Rights-of-Way Construction Value.

- (ii) **S.C. Highway 46 Intersection.** The Development Plan contemplates improvements to S.C. Highway 46, including construction of a fully signalized intersection. The value of the credit for the construction of road improvements to the S.C. Highway 46 Intersection shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46 Intersection Improvement Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the S.C. Highway 46 Intersection, which may be payable with respect to the Property up to the total amount of the S.C. Highway 46 Intersection Improvement Value.
- (iii) **S.C. Highway 46 and U.S. 278 Intersection Improvements.** The Development Plan contemplates improvements to the S.C. Highway 46 and U.S. 278 intersection, including modifying signalization and construction of dedicated turn lanes. The value of the credit for the construction of the S.C. Highway 46 and U.S. 278 intersection improvements shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46/U.S. 278 Intersection Improvements Value"). Owner and Developer(s) shall be entitled to credits for any and all Development Fees which

may become payable with respect to the Property up to the total amount of the S.C. Highway 46/Highway 278 Intersection Improvements Value.

C. Signage.

- (i) **Public.** As shown and depicted on the Development Plan, Owner has reserved a portion of the Property for the location of a public signage feature for Beaufort County and/or the Town of Bluffton (the “Public Sign Area”). Owner shall grant an easement in favor of Beaufort County and/or the Town of Bluffton for access to construct, repair, and maintain the signage constructed within the Public Sign Area, if any. Any signage constructed within the Public Sign Area shall be subject to the ZDSO. The signage constructed within the Public Sign Area shall exist for public signage only and shall be neither counted against nor included in the calculations for permitted private signage for the Property.
- (ii) **Private.** Private signage for the Property shall be governed by a Sign Master Plan, attached hereto as Exhibit “C” and made a part hereof, which depicts three (3) monument signs at the signalized access points to the Property from S.C. Highway 46 and the access to U.S. Highway 278, and one at the intersection of U.S. Highway 278 and S.C. Highway 46. Beaufort County acknowledges and agrees that Owner shall be permitted to construct up to four (4) monument signs, not to exceed the maximum combined total of two hundred forty square feet (240 SF), in accordance with Section 106-3173 of the ZDSO, at the locations shown on the Sign Master Plan with size, color, design and architectural elements which are depicted in the Sign Master Plan. Furthermore, the structure shown as “Retail Store #2” in the Development Plan shall be permitted for one hundred sixty square feet (160 SF) of building signage upon Owner’s or Developer’s dedication of the Southern Connector Road in accordance with this Agreement. The Sign Master Plan has been approved by the DRT and the SCRB, and is approved by Beaufort County in conjunction with the approval of this Development Agreement.

- D. Brownfield Voluntary Cleanup Exemption.** The County agrees that upon the issuance of the DHEC Certificate of Completion for the Brownfield Voluntary Cleanup Program, it shall authorize and approve by resolution the exemption of the Property from ad valorem taxes for the period of time described in accordance with Section 12-37-220 (44) of the

South Carolina Code of Laws. The dollar amount of the exemption shall be limited to the actual cost of the Brownfield Voluntary Cleanup Program, which cost shall include but not be limited to Owner's legal, engineering and environmental consultants' costs and fees, as well as the actual cost of construction, remediation and testing required to obtain the DHEC Certificate of Completion. The exemption shall be in the form of a refund by the County to the Owner within ninety (90) days of the County's receipt of: (i) payment in full of all ad valorem taxes due for the Property; (ii) an itemized list with evidence of Owner's payment for the legal, engineering and environmental consultants' costs and fees incurred for permitting and the actual cost of demolition, construction, remediation and testing required to secure the DHEC Certificate of Completion; and (iii) a certified copy of the DHEC Certificate of Completion.

E. U.S. Highway 278 Beautification Fee. Owner agrees to a payment of a U.S. Highway 278 beautification fee in an amount equal to the annual cost to maintain the U.S. Highway 278 Right-of-Way landscaping fronting the Property for six (6) years.

F. No Other Dedications or Conveyances. Except with respect to the dedications and/or conveyances of the properties referred to in this Article XI , no other dedications or conveyances of lands for public facilities shall be required in connection with the Development of the Property.

G. Development Fees.

(i) Beaufort County acknowledges that in partial consideration of the conveyance of the Rights-of-Way and the cost of the Road Facilities Improvements thereon as described in Article XI A and XI B herein (collectively herein the "System Improvements") and notwithstanding any provision to the contrary contained within this Agreement, Owner shall receive a credit against the cost of any and all Development Fees up to the total value of the System Improvements.

(ii) Beaufort County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction permit and not otherwise contemplated hereunder.

(iii) The Development Fees are vested for the entire Property and no other Development Fee or obligation regarding Development is imposed in connection with the Property.

H. Stormwater Management Plan. The Southern Connector Road shall be dedicated and accepted as a County Road as provided in this Article XI. Accordingly, the Southern Connector Road shall not be included in calculations for the effective impervious area for the stormwater management plan prepared for the permitting and the Development of the Property contemplated in this Agreement (the “Stormwater Management Plan”). Furthermore, so long as the Stormwater Management Plan meets the nutrient degradation and detention requirements of the ZDSO, as determined by the County engineer, the goal to achieve a maximum of ten percent (10%) overall effective impervious area ratio shall be increased to twenty percent (20%).

I. Vested Rights. Beaufort County agrees that the Property is approved and fully vested for intensity, commercial density, Development Fees, uses and height, setbacks, parking and signage as set forth in the Development Plan and the Development Agreement Ordinance, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in Article XI of this Agreement, but shall adhere to the Development Plan and the Sign Master Plan. Beaufort County shall not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

XII. PERMITTING PROCEDURES.

A. Beaufort County agrees that Owner shall have the unlimited right to phase the development of the Property in accordance with the Development Schedule.

B. Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, land development applications, plats and subdivisions in accordance with applicable ordinances as modified by this Agreement for the Development of the Property. Owner may submit these items for concurrent review with Beaufort County and other governmental authorities. If the off-site USACE permits for interconnecting roads are not in place prior to DRT final approval, then Owner may proceed with on-site construction of the

Bluffton Gateway Commercial Center and provide a cash bond to insure construction of the Road Rights-of-Way once the USACE permits are obtained.

XIII. OWNER ENTITLEMENTS.

Beaufort County acknowledges that Owner is vested with the following items:

- A. Setbacks and Buffers.** Beaufort County agrees that the Property is vested and that the lot lines (which may be modified in accordance with Article VII A hereof), dimensions and location of setbacks and buffers shown and described in the Development Plan, as amended from time to time in accordance with this Agreement, are approved. Specifically, the County agrees to the modification of the buffers and setbacks approved in this Agreement.
- B. Access.** Beaufort County hereby approves the location of traffic signals, and curb and median cuts for access to the Property as shown in the Development Plan, subject to SCDOT permitting and approval, if any.
- C. External Setbacks and Buffers.**
 - (i)** As depicted in the Development Plan, the fifty foot (50') buffer described and required by the ZDSO shall be modified to allow landscaping in a twenty-five foot (25') portion of the perimeter buffer for the Property as described in this Article XIII C. Owner shall be authorized to install and maintain landscaping in the twenty-five foot (25') area between the U.S. Highway 278 Right-of-Way, the S.C. Highway 46 Right-of-Way and the balance of the buffer. The intent being that the first twenty-five feet (25') of the fifty foot (50') buffer shall be landscaped and maintained. Such landscaping may be manicured grass lawns or other installed landscape materials determined in the sole discretion of Owner or any Developer assigned Development Rights hereunder. The second twenty-five foot (25') portion of the buffer shall be left as a buffer, as that term is described and contemplated in the ZDSO. The resulting combined fifty foot (50') area fronting the U.S. Highway 278 Right-of-Way and S.C. Highway 46 Right-of-Way shall have a landscaped lawn and planting area of twenty-five feet (25') in width and a natural buffer of twenty-five feet (25').
 - (ii)** Furthermore, and as also depicted in the Development Plan, and notwithstanding anything contained herein or in the ZDSO, the buffer and setback along the southern

boundary of the Property shall be reduced to zero feet (0') in areas where the existence of drainage ditches or issues relating to the powerline utility infrastructure and access make the requirement of a buffer impractical. In such areas, the screening fence described in and shown in the Development Plan may be required.

(iii) The landscaping, buffers and fencing described in this Article XIII C shall be exempt from the Corridor Review Standards that are described in and required by the ZDSO.

D. Signage. Owner shall be entitled to all signage depicted and described in the Sign Master Plan.

E. Danger Tree Fall Area. Beaufort County acknowledges and agrees that any Development within the Powerline Easement Area shall be subject to restrictions on landscaping, which shall prohibit installation, planting or the existence of trees or structures that exceed certain height limitations imposed by applicable utility companies and agencies with jurisdiction over the Powerline Easement Area.

F. Other Services. Beaufort County services, including, but not limited to, police, fire, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within Beaufort County. In the event Owner requires enhanced services beyond that which is routinely provided within Beaufort County, then Beaufort County agrees that upon the written request of Owner, it shall negotiate in good faith with Owner to provide such enhanced services to the Property.

G. Recycling. Owner agrees to use its best efforts to require its tenants, purchasers, Developers or secondary Developers to maintain a recycling program on the Property consistent with Beaufort County law and fees regarding recycling. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within Beaufort County.

H. Lawful Employment. Owner and Beaufort County recognize the importance of having legal workers only performing construction and other work on the Property. Owner agrees to comply with current Beaufort County and State laws and use its best reasonable efforts to require all of its contractors and subcontractors to comply with the same.

I. Wetlands Crossings. The two (2) wetlands crossings and associated infrastructures depicted in the Development Plan and shown in the approval letter from the U.S. Army Corp. of Engineers dated December 13, 2013 (the “ACOE Permit”), which ACOE Permit permits the wetlands crossings, shall be exempt from the requirements of the ZDSO. Accordingly, no special use permit or other requirement of the ZDSO or other Beaufort County Ordinance shall be required for the wetlands crossings and pipes or associated infrastructure shown in or contemplated by the Development Plan and/or the ACOE Permit, and such wetlands crossings are hereby approved by Beaufort County in this Development Agreement.

XIV. DEFAULTS.

The failure of Owner or Beaufort County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by Beaufort County absent affording Owner and any applicable Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude Beaufort County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Development Agreement Ordinance or the ZDSO. Owner, or its designee, shall meet with Beaufort County, or its designee, at least once per year, at a time reasonably agreeable to the parties, during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include, but not be limited to, commercial square footage completed, and any relevant information regarding the Development. This compliance review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement, if any. If, as a result of a compliance review, Beaufort County determines that Owner has committed a material breach of the terms of this Development Agreement, Beaufort County shall serve such party in writing notice of such breach pursuant to the procedures set forth in Section 6-31-90 (B) of the Act, affording the breaching party the opportunity to respond as set forth in Section 6-31-90 (C) of said Act.

XV. MODIFICATION OF AGREEMENT.

This Development Agreement may be modified or amended only by the written agreement of Beaufort County and Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part

unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

XVI. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the tenth (10th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed as follows:

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

With Copy To: Joshua A. Gruber, Esquire
Beaufort County Legal Department
P.O. Box 1228
Beaufort, SC 29901-1228

And to Owner: Jaz 278, LLC
c/o Jaz Management, LLC
4060 Peachtree Road, D-287
Atlanta, GA 30319

With Copy To: Walter J. Nester, III
McNair Law Firm, P.A.
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

XVII. ENFORCEMENT.

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

XVIII. GENERAL.

- A. Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Laws, or court decision, Owner and any Developer with respect to assigned Rights and Beaufort County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Laws would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, Beaufort County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, Owner and any Developer with respect to assigned Rights, and Beaufort County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.
- B. Estoppel Certificate.** Beaufort County and Owner may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:
- (i) that this Agreement is in full force and effect,
 - (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
 - (iii) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
 - (iv) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.
- C. Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among Beaufort County and Owner relative to

the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

- D. No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between Beaufort County and Owner or to render such party liable in any manner for the debts or obligations of another party.
- E. Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- F. Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- G. Successors and Assigns.**
- (i) **Binding Effect.** This Agreement shall be binding upon Owner's successors and assigns in the ownership or Development of any portion of the Property. Except for Owner's continuing obligation as specifically stated in Article XVIII G (ii) (1) and G (iii) below, a purchaser or a party acquiring title to any portion of the Property or a party to whom Owner assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a "Transferee") shall, during the Term of this Agreement, be solely responsible for the performance of Owner's obligations and entitled to the assigned Development Rights under this Development Agreement applicable to the portion of the Property transferred, or for which Development Rights are transferred. Each Transferee shall be required to execute a written acknowledgement assuming Owner's obligations under this Agreement, which are directly applicable to such portion of the Property. Such acknowledgment shall be in the form provided in Exhibit "G" attached hereto and made a part hereof (the "Notice of Transfer"), and provided to Beaufort County at the time of recording any instrument transferring title, and development rights, of the Property or any portion of the Property. This Section shall not be construed to prevent Owner from obtaining indemnification of liability to Beaufort County from Transferees. Except

as specifically set forth in Article XVIII G (ii)(1) and G (iii) below, upon transfer to a Transferee, Owner shall be released of all obligations assumed by such Transferee.

(ii) **Transfer of all of the Property.** Owner shall be entitled to transfer the Parent Parcel (i.e. all of the Property save and except the Road Rights-of-Way, the “Parent Parcel”) to a Transferee subject to the following requirements:

(1) **Owner Obligations.** Notwithstanding Owner’s right to transfer title and development rights provided in this Article XVIII G (ii) (1), Owner shall remain obligated to construct the road facilities upon and convey to Beaufort County the Road Rights-of-Way contemplated in Article XI of this Agreement. If such construction and conveyance has not occurred prior to the time of transfer of the Parent Parcel then, in such event, Owner may satisfy its obligations with respect to Owner Obligations by providing, or causing to be provided, a letter of credit, bond or other commercially acceptable form of security in an amount equal to 125% of the estimated cost for completion of such installation and/or construction.

(2) **Notification to County.** When Owner transfers the Parent Parcel to a Transferee, Owner shall be responsible for delivering, or causing to be delivered, to Beaufort County the Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee.

(3) **Assignment of Development Rights.** Any and all conveyances of the Parent Parcel to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage being assigned to the Transferee.

(iii) **Transfer of any Portion of the Property.** Owner shall have the right and the obligation to transfer the rights-of-way in accordance with Article XI hereof. Owner shall also have the right to transfer any portion of the Property to a Transferee in accordance with the requirements for transfer described for Article XVIII G (ii); provided however, upon any such transfer of a portion of the Property Owner shall (i) continue to be liable for Owner’s Obligations so long as Owner owns the Parent Parcel, (ii) delivers, or causes to be delivered, to County a Notice of Transfer

together with the name, address, telephone number, facsimile number, and contact person for the Transferee, and (iii) the transfer to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage of density being assigned to the Transferee, which assigned number shall reduce Owner's number of commercial square footage of density provided for herein. The requirements of this Article XVIII G (iii) shall not apply to purchasers of lots or parcels within the Property unless such purchasers are assigned Development Rights approved by this Development Agreement.

(iv) **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the requirements to transfer contained in Article XVIII G. concerning successors and assigns shall apply: (i) to any mortgage lender upon acquiring title to the Property or any portion thereof, either as a result of foreclosure of mortgage secured by any portion of the Property or to any other transfer in lieu of foreclosure; (ii) to any third-party purchaser at such foreclosure; or (iii) to any third-party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property. Nothing contained herein shall prevent, hinder, or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser.

H. Assignment. Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to subsequent land owners and Developers.

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

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

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

- L. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict Beaufort County's right and power of eminent domain under the laws of the State of South Carolina.
- M. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by Beaufort County, Owner, Developers and Lessees. No other persons shall have any rights hereunder.
- N. **Attorneys' Fees and Costs.** Each party to this Agreement agrees to pay their own fees and costs incurred by them.

XIX. STATEMENT OF REQUIRED PROVISIONS.

- A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:
 - (i) **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit "A" attached hereto and made a part hereof. The present legal owner of the Property is Georgia McCulloch and PAHH Development, LLC.
 - (ii) **Duration of Agreement.** The duration of this Agreement is five (5) years unless extended pursuant to Article III hereof.
 - (iii) **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Development Agreement Ordinance.
 - (iv) **Required Public Facilities.** The utility service available to the Property is described in Article X. The mandatory procedures of the Development Agreement Ordinance will ensure availability of public access and utilities to serve the Property.

- (v) **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.**
The Development Agreement Ordinance contains provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws shall be complied with, except as otherwise set forth herein and in the Development Plan.
- (vi) **Local Development Permits.** The Development standards for the Property shall be as set forth in the Development Agreement Ordinance. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Development Agreement Ordinance. Building Permits must be obtained under applicable law for any construction. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided in the Development Agreement Ordinance.
- (vii) **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Development Agreement Ordinance, is consistent with the Comprehensive Plan and with current development regulations of Beaufort County, South Carolina.
- (viii) **Terms for Public Health, Safety and Welfare.** The Council for Beaufort County finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of the Development Agreement Ordinance and existing laws.
- (ix) **Historical Structures.** No historical structures or features are present on the Property and therefore no specific terms relating to historical structures are pertinent to this Development Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

OWNER:

Jaz 278, LLC

By: Jaz Management, LLC
Its: Manager

By:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the undersigned Notary Public of the State and County stated below, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: _____

(Affix Notary Seal)

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By:
Its:

STATE OF SOUTH CAROLINA.)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Beaufort County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

Property Description

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 56.407 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book _____ at Page _____, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an iron pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set. Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Thence N 54°19'53" W a distance of 437.94 feet to an iron pin set. Thence S 35°27'44" W a distance of 401.63 feet to an iron pin found. Thence S 54°34'34" E a distance of 603.91 feet to an iron pin set. Thence S 15°47'18" W a distance of 64.75 feet to an iron pin set. Thence N 78°37'41" a distance of 218.41 feet to an iron pin set. Thence S 54°34'34" E a distance of 122.68 feet to an iron pipe found. Thence N 78°54'34" W a distance of 644.15 feet to a concrete monument found. Thence S 10°43'33" W a distance of 105.10 feet to an iron pin found. Thence N 80°43'05" W a distance of 864.03 feet to an iron pin set. Thence N 10°53'44" E a distance of 1,640.67 feet to a concrete monument found. Thence S 75°43'07" E a distance of 367.43 feet to a concrete monument found. Thence S 75°42'58" E a distance of 403.34 feet to a concrete monument found. Thence N 11°36'22" E a distance of 804.68 feet to a concrete monument found. Thence S 42°59'43" E a distance of 322.98 feet to a concrete monument found. Thence S 37°19'02" E a distance of 56.29 feet to a concrete monument found. Thence S 37°20'26" E a distance of 44.21 feet to a concrete monument found. Thence S 43°02'22" E a distance of 341.20 feet to a concrete monument found being the point of curvature of a tangent curve. Turning to the right, having a radius of 2,864.64 feet a delta angle of 3°45'40" and a chord length of 188.01 feet bearing S 41°09'01" E. Thence proceed along the arc of said curve 188.05 feet to a 3"x3" concrete monument found. Said point being the point of beginning.

LESS AND EXCEPT that portion of property shown on the above referenced survey as South Carolina Public Service Authority rights-of-way containing 4.958 acres, more or less, further described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 3.48 acres, more or less, as shown on a Plat entitled "Plat Showing Property to be acquired by the South Carolina Ports Authority from Malcolm Johnson" dated January 19, 1970, prepared by Davis & Floyd Engrs. Inc., bearing the seal and certification of Phil R. Floyd, SCRLS # 1573, recorded in the Beaufort County Records in Plat Book 18 at Page 73.

AND ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, shown as Parcel A on a Plat entitled "South Carolina Electric & Gas Co. for Hardeeville – Bluffton 115 K.V. Line Property in Beaufort County about to be conveyed from Malcolm Johnson to the South Carolina State Ports Authority" dated June 1976, last revised August 10, 1976, prepared by and bearing the seal and certification of Edward F. Owens, SCRLS # 2211, recorded in the Beaufort County Records in Plat Book 25 at Page 75.

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 4.829 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book ____ at Page ____, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an iron pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set. Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Said point being the point of beginning. Thence S 10°27'49" W a distance of 58.99 feet to an iron pin set being the point of curvature of a tangent curve. Turning to the right, having a radius of 3,769.72 feet a delta angle of

5°19'29" and a chord length of 350.21 feet bearing S 13°07'34" W. Thence proceed along the arc of said curve 350.33 feet to an iron pin set. Thence S 15°47'18" W a distance of 23.64 feet to a point. Thence N 54°34'34" W a distance of 603.91 feet to an iron pin found. Thence N 53°27'44" E a distance of 401.63 feet to an iron pin found. Thence S 54°19'53" E a distance of 437.94 feet to the point of beginning.

LESS AND EXCEPT all of that certain parcel of land containing 0.175 acre, more or less, as conveyed to South Carolina Department of Transportation by deed of PAHH Development, LLC, dated September 18, 2008 and recorded October 16, 2008 in Book 2775 at Page 223, Beaufort County Records.

EXHIBIT "B"

Development Plan

EXHIBIT "C"

Sign Master Plan

EXHIBIT "D"

**Zoning And Development Standards Ordinance of Beaufort County
Adopted April 26, 1999**

EXHIBIT "E"
Development Schedule

Development of the Property is expected to occur in Phases over the five (5) year term of the Development Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated as provided below:

| <u>Percent of Completed Development</u> | <u>Date*</u> |
|--|---------------------|
| 80% | 0 - 24 months |
| 100% | 24 - 60 months |

In the event development of the prop has not achieved 80% completion within 24 months, from the date of issuance of all development permits required for development of such 80% of the property owner shall be required to commence annual meetings with the county administrator and the county planning director to provide annual status reports.

* Months after the issuance of all development permits for such percentage of development.

EXHIBIT "F"

BJWSA Intent to Serve Letter

EXHIBIT "G"

STATE OF SOUTH CAROLINA) **NOTICE OF TRANSFER AND**
) **PARTIAL ASSIGNMENT AND ASSUMPTION**
) **OF RIGHTS AND OBLIGATIONS UNDER**
COUNTY OF BEAUFORT) **DEVELOPMENT AGREEMENT**

THIS NOTICE OF TRANSFER AND PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT ("Partial Assignment" is dated this ____ day of _____, 20__, by and between Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina ("Assignor"), and _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, on or about the ____ day of _____, 20__, Assignor entered into a Development Agreement ("Development Agreement") with Beaufort County, South Carolina, incident to the development of certain real property known as the Bluffton Gateway Commercial Center, which Development Agreement, as amended, controls the Property (as defined herein); and

WHEREAS, Assignor entered into an Agreement For Purchase And Sale ("Agreement") with Assignee dated _____, 20__ providing for the sale by Assignor and the purchase by Assignee of certain real property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, an integral part of the conveyance of the Property by Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, certain rights, privileges, and obligations under the terms of the Development Agreement applicable to the Property, thus necessitating the preparation and execution of this Partial Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, parties hereby agree as follows, to writ:

- 1. Partial Assignment and Assumption of Rights, Privileges and Obligations Applicable to the Property Pursuant to The Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, such rights for the land uses on the Property that are defined in the Development Agreement (the "Assigned Land Use"). Assignee shall be entitled to all of the privileges and obligations as described in the Development Agreement applicable for the Assigned Land Use to the Property except for those certain excluded obligations, rights and privileges ("Excluded Obligations") identified herein below, if any. Assignor is hereby released from and Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement applicable to the

Assigned Land Use for the Property, except for the Excluded Obligations, if any. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and with respect to the Assigned Land Use and the Property agrees to be bound by the terms thereof, and to develop the Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. **Option A - Alternate for Sale of Parent Parcel:** Excluded Obligations, Rights and Privileges (Sale of Parent Parcel). The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

2. **Option B - Alternate for Sale of Portion of Property.** Excluded Obligations, Rights and Privileges. The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

3. Estoppel Certificate. Pursuant to Article XVIII of the Development Agreement, Assignor hereby certifies the following, to wit:

- a. that the Development Agreement, as amended, is in full force and effect;
- b. that the Development Agreement has not been further amended or modified (or if it has the date of such amendment or modification);
- c. that to the best knowledge of Assignor, all parties to the Development Agreement are in full compliance with all obligations there under as of the date hereof; and
- d. that to the best knowledge of Assignor, no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an event of default under the terms of the Development Agreement.

4. Notices. Any notice, demand, request, consent, approval, or communication among any of the parties hereto or Beaufort County shall be in writing and shall be delivered as provided under Article XVI of the Development Agreement and shall be addressed as follows:

To Assignor: Jaz 278, LLC
c/o David Oliver, President
4060 Peachtree Road, D-287
Atlanta, GA 30319

With a Required Copy To: Walter J. Nester, III
McNair Law Firm, P.A.
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

And to Assignee: _____

With a Required Copy To: _____

5. Delivery. Assignor covenants and agrees to deliver a copy of this Partial Assignment to Beaufort County and cause the original to be recorded on the land records.

6. Binding Effect. This Partial Assignment shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the state of South Carolina.

[Reminder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment to be duly executed as of the ____ day of _____, 20__.

WITNESSES:

ASSIGNOR:

Jaz 278, LLC
a Georgia limited liability company authorized to conduct business in South Carolina ,and its successors and assigns

By:
Its:

STATE OF SOUTH CAROLINA)
))
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public for _____, do hereby certify that _____, as _____ of Jaz 278, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public for _____
My Commission Expires: _____

(Affix Notary Seal)

WITNESSES:

ASSIGNEE:

By:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

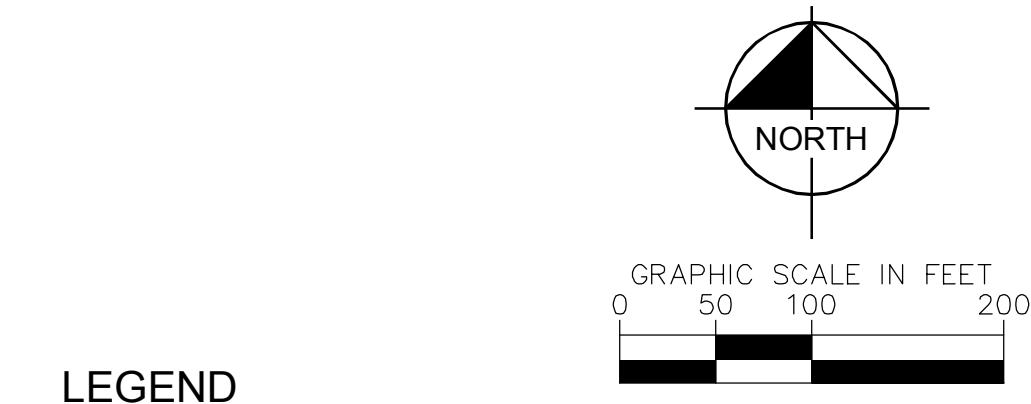
I, the undersigned Notary Public for _____, do hereby certify that
_____, as _____ of _____,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20__.



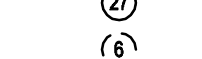
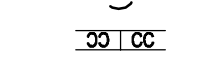

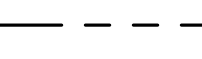
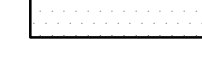






Notary Public for _____
My Commission Expires: _____

(Affix Notary Seal)

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

-  PROPOSED BUILDING
-  PROPOSED CURB AND GUTTER
-  PROPOSED PARKING SPACES
-  ASSOCIATE PARKING SPACES
-  CART CORRAL
-  WALMART PROPERTY LINE
-  OUTPARCEL LINE
-  STANDARD DUTY PAVEMENT: SEE "ASPHALT PAVEMENT PLAN" AND/OR "CONCRETE PAVEMENT PLAN" FOR MATERIALS
-  HEAVY DUTY PAVEMENT: SEE "ASPHALT PAVEMENT PLAN" AND/OR "CONCRETE PAVEMENT PLAN" FOR MATERIALS
-  ARCHITECTURAL CONCRETE APRON (SEE ARCH. PLANS)
-  STANDARD DUTY CONCRETE FOR SIDEWALKS AND ISLAND BUFFER
-  2' WIDE HEAVY DUTY CONCRETE BUFFER TYP.
-  2' WIDE BUFFER FOR CAR OVERHANG (STABLE, NON-VEGETATED MATERIAL)



ALERT TO CONTRACTOR:
 1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
 2. ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

| <p>Walmart STORE #6395-00 CITY (SITE), STATE WALL-MART REAL ESTATE BUSINESS TRUST BLUFFTON SC</p> | <p>OVERALL SITE PLAN</p> | | | | | | |
|--|--|-----------|------|-----------|--|--|--|
| <p>DESIGNED BY: [Blank] DRAWN BY: [Blank] CHECKED BY: [Blank]</p> | <p>SCALE: [Blank]</p> | | | | | | |
| <p>© 2014 KIMLEY-HORN AND ASSOCIATES, INC. 2000 SOUTH HARTLINE AVENUE, SUITE 100, RALEIGH, NC 27603 PHONE: 704-333-5331 WWW.KIMLEY-HORN.COM</p> | <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">NO.</th> <th style="width: 15%;">DATE</th> <th style="width: 80%;">REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> | NO. | DATE | REVISIONS | | | |
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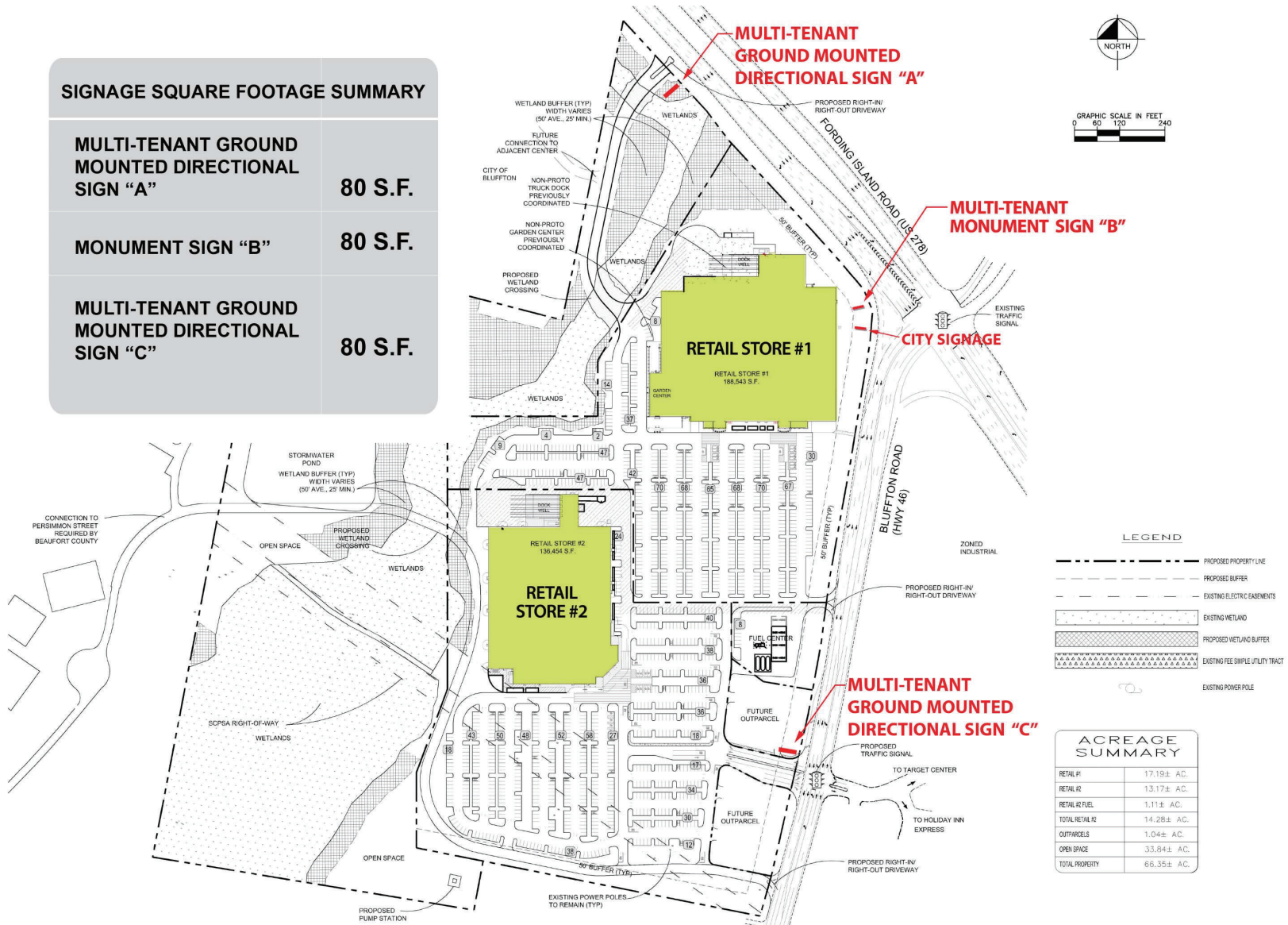
DATE: 02/20/2014
 PROJECT NO.: 015476224
 SHEET NUMBER: 6220

Bluffton Gateway Sign Master Plan

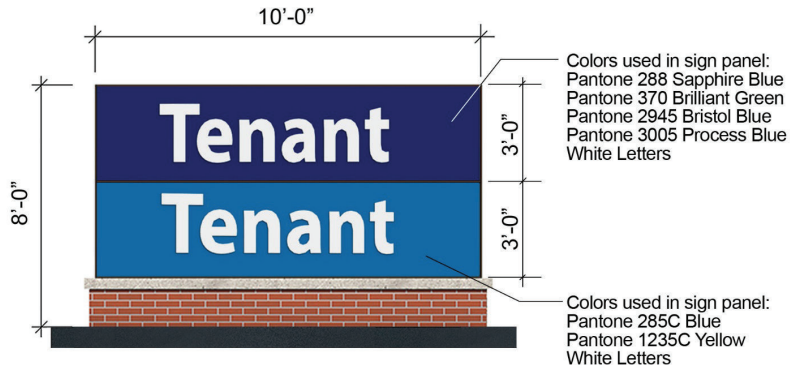


Issued February 26, 2014

| SIGNAGE SQUARE FOOTAGE SUMMARY | |
|--|---------|
| MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "A" | 80 S.F. |
| MONUMENT SIGN "B" | 80 S.F. |
| MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "C" | 80 S.F. |

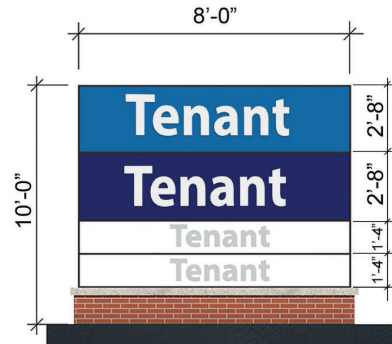


Tenant Sign: 80 S.F.



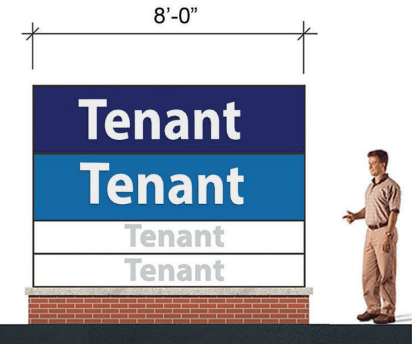
MONUMENT SIGN "B" - LEFT SIDE VIEW

Tenant Sign: 80 S.F.



MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "A"

Tenant Sign: 80 S.F.

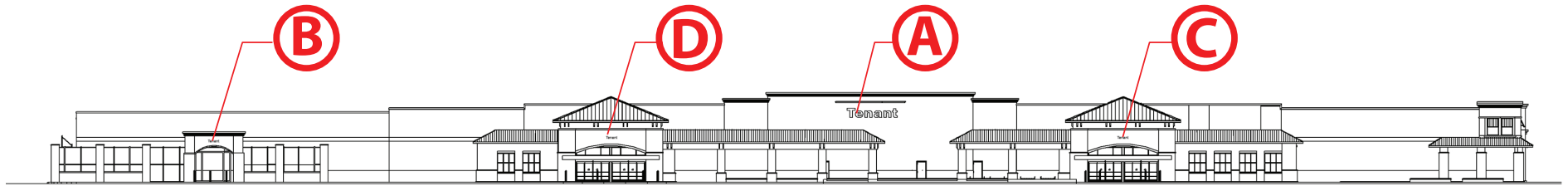


NOTE: RENDERINGS ARE NOT TO SCALE

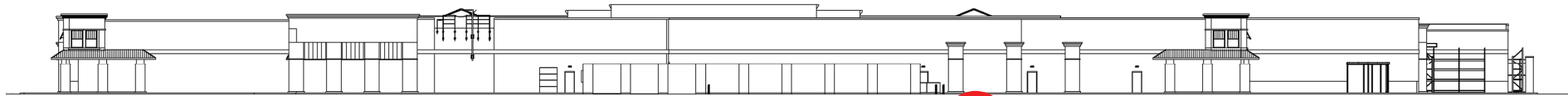
MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "C"



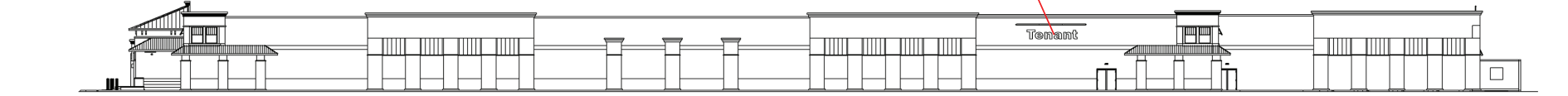
MONUMENT SIGN "B" - TOP VIEW



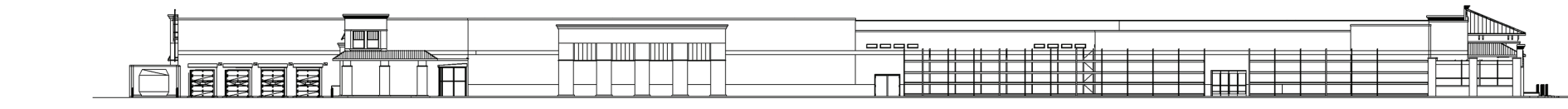
Front Elevation



Rear Elevation

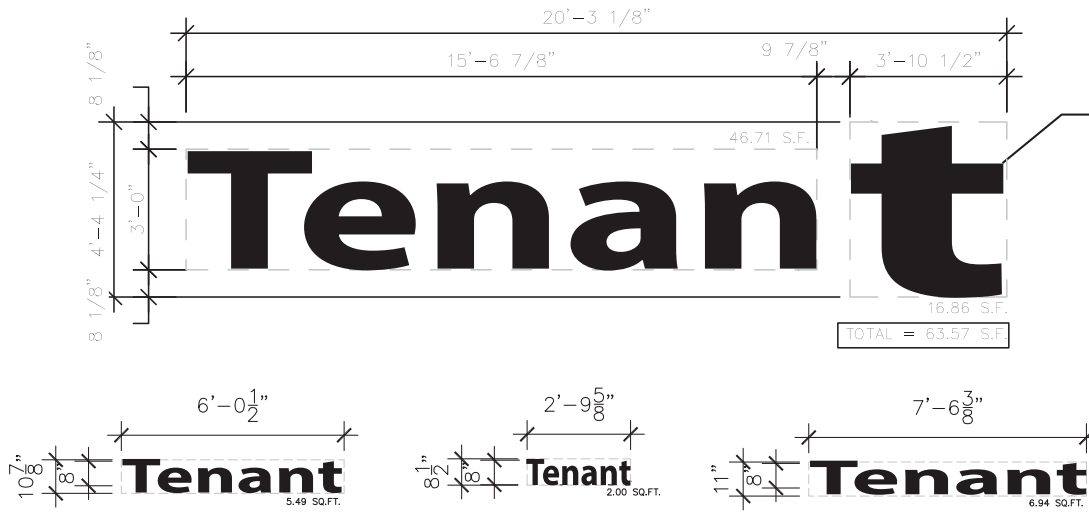


Right Elevation



Left Elevation

**Building design subject to
Corridor Review Board approval**

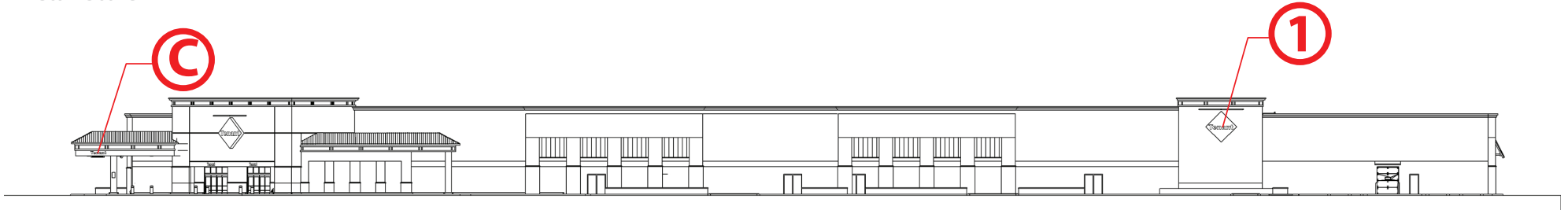


Colors used on building signs:
 White Letters
 Pantone1235C Yellow "t"

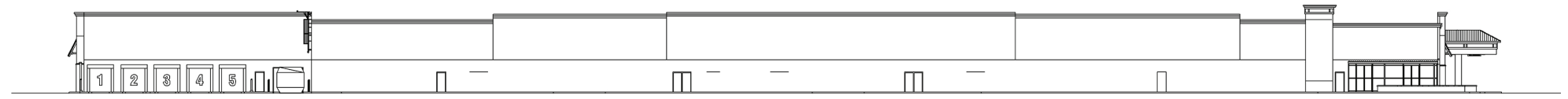
| Sign | Qty | Height | Area (S.F.) | Total S.F. |
|-------------------------------|-----|--------|-------------|---------------|
| A. Tenant | 2 | 3'-0" | 63.57 | 127.14 |
| B. Tenant | 1 | 0'-8" | 5.49 | 5.49 |
| C. Tenant | 1 | 0'-8" | 2.00 | 2.00 |
| D. Tenant | 1 | 0'-8" | 6.94 | 6.94 |
| Total Building Signage | | | | 141.57 |

| | |
|------------------------------------|-------------------|
| Signage Totals Per Frontage | |
| Front (South) | 78.00 s.f. |
| Right (East) | 63.57 s.f. |

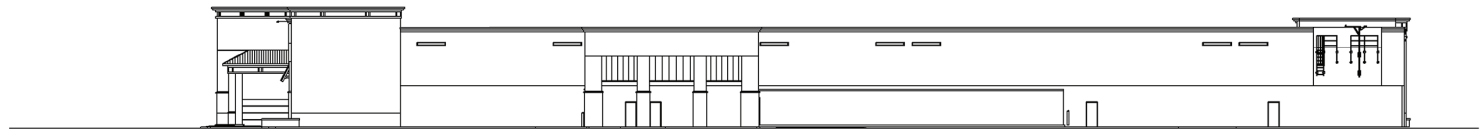
Retail Store #2



Front Elevation



Rear Elevation

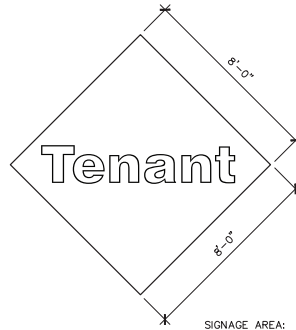


Right Elevation



Left Elevation

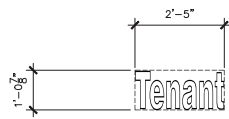
**Building design subject to
Corridor Review Board approval**



Colors used in Diamond Signs:
 Pantone 288 Sapphire Blue
 Pantone 370 Brilliant Green
 Pantone 2945 Bristol Blue
 Pantone 3005 Process Blue
 White Letters

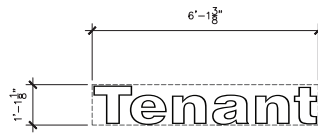
SIGNAGE AREA: 64.0 SF

1 EXTERNALLY ILLUMINATED
 DIAMOND SIGN (TYP OF 2)



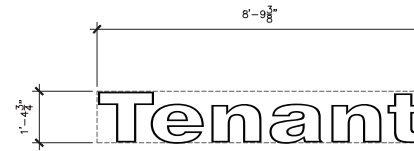
AGGREGATE SIGN
 AREA: 2.59 SF

A TENANT SIGN



AGGREGATE SIGN
 AREA: 6.68 SF

B TENANT SIGN

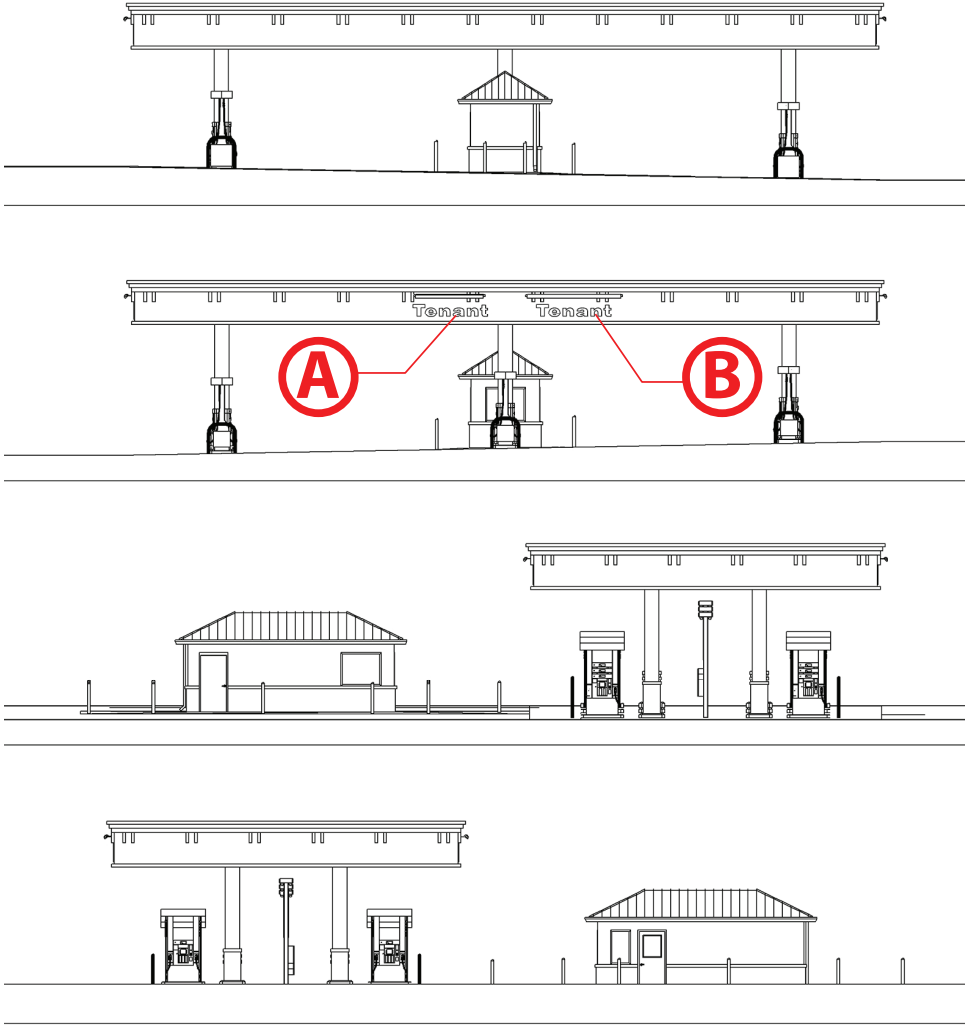


AGGREGATE SIGN
 AREA: 12.26 SF

C TENANT SIGN

| | |
|------------------------------------|-------------------|
| Signage Totals Per Frontage | |
| Front (East) | 76.26 s.f. |
| Left (South) | 73.27 s.f. |

| Sign | Qty | Height | Area (S.F.) | Total S.F. |
|-------------------------------|-----|--------|-------------|---------------|
| 1. Tenant | 2 | 8'-0" | 64.00 | 128.00 |
| A. Tenant | 1 | 1'-0" | 2.59 | 2.59 |
| B. Tenant | 1 | 1'-0" | 6.68 | 6.68 |
| C. Tenant | 1 | 1'-0" | 12.26 | 12.26 |
| Total Building Signage | | | | 149.53 |

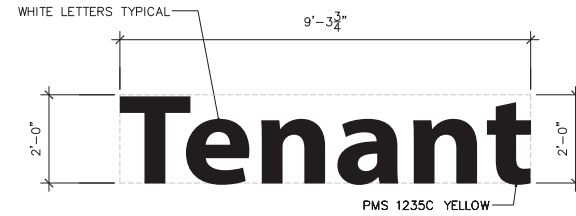


Fuel Station Canopy Signage



Colors used in Canopy Sign A:
 Pantone 370 Brilliant Green
 Pantone 2945 Bristol Blue
 Pantone 3005 Process Blue
 White Letters

A TENANT SIGN AGGREGATE SIGN AREA: 19.01 SF



B TENANT SIGN AGGREGATE SIGN AREA: 18.63 SF

| Sign | Qty | Height | Area (S.F.) | Total S.F. |
|------------------------------------|-----|--------|-------------|-----------------|
| A. Tenant Sign | 1 | 2'-4" | 19.01 | 19.01 SF |
| B. Tenant Sign | 1 | 2'-0" | 18.63 | 18.63 SF |
| Total Fuel Signage Proposed | | | | 37.64 SF |

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Corridor Review Board approval**

