

# COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-1000  
FAX: (843) 255-9401  
www.bcgov.net

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, April 28, 2014

4:00 p.m.

Council Chambers, Administration Building  
Government Center, 100 Ribaut Road, Beaufort

Citizens may participate in the public comment periods and public hearings from telecast sites at the Hilton Head Island Branch Library 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
  - D. County Administrator Status / Capital Project Sales Tax Commission
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilwoman Bensch
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – [March 24, 2014](#) and [April 14, 2014](#)
  - 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 (May 27 at 1:00 p.m., Bluffton Branch Library)
    2. Executive (June 9 at 1:00 p.m., ECR)
    3. Finance (May 5 at 12:00 p.m., ECR)
      - a. April 7, 2014 minutes ([backup](#))
    4. Governmental (May 5 at 4:00 p.m., ECR)
      - a. April 7, 2014 minutes ([backup](#))



5. Natural Resources (May 5 at 2:00 p.m., ECR)
  - a. April 7, 2014 minutes ([backup](#))
6. Public Facilities (May 19 at 4:00 p.m., BIV#3)
- E. Appointments to Boards and Commissions ([backup](#))

7. CONSENT AGENDA

- A. AN ORDINANCE TO AMEND CHAPTER 18 OF ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE ([backup](#))
  1. Consideration of second reading approval to occur April 28, 2014
  2. Public hearing announcement – Monday, May 12, 2014 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
  3. First reading approval occurred April 14, 2014 / Vote 7:4
  4. Governmental Committee discussion and recommendation to approve occurred April 7, 2014 / Vote 7:0
- B. 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* ([clean](#)) ([blackline](#))
  1. Consideration of third and final reading to occur April 28, 2014
  2. Second reading approval occurred April 14, 2014 / Vote 6:5
  3. Public hearing 2 of 2 was held April 14, 2014
  4. Public hearing 1 of 2 was held March 24, 2014
  5. First reading approval occurred October 14, 2013 / Vote 11:0
  6. Natural Resources Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0
- C. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A GIFT AGREEMENT WITH THE COMMUNITY FOUNDATION OF THE LOWCOUNTRY FOR ACQUISITION OF THE “SAIL” SCULPTURE ([backup](#))
  1. Public Facilities Committee discussion and recommendation to adopt occurred April 21, 2014 / Vote 7:0
  2. Aiports Board consideration and recommendation to approve occurred April 10, 2014 / Vote 9:1
- D. APPROVAL OF THE SPANISH MOSS TRAIL FUNDING REQUEST / ALBERGOTTIE CREEK TRESTLE RENOVATIONS SEGMENT 6 ([backup](#))
  1. Funding amount: \$58,500
  2. Funding sources: \$54,529 Rail Trail Fund; and \$3,971 Local (3% Accommodations Tax (cultural, recreational, or historic facilities)
  3. Public Facilities Committee discussion and recommendation to approve occurred April 7, 2014 / Vote 7:0

- E. APPROVAL OF THE SPANISH MOSS TRAIL FUNDING REQUEST / ADDITIONAL 2,100 FEET FROM BROAD RIVER ROAD TO PARRIS ISLAND GATEWAY SEGMENT 6 ([backup](#))
  - 1. Funding amount: \$25,000
  - 2. Funding source: Local (3%) Accommodations Tax (cultural, recreational, or historic facilities)
  - 3. Public Facilities Committee discussion and recommendation to approve occurred April 21, 2014 / Vote 6:1
- F. APPROVAL OF A PALMETTO ELECTRIC COOPERATIVE AGREEMENT FOR BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ([backup](#))
  - 1. Public Facilities Committee discussion and recommendation to approve occurred April 21, 2014 / Vote 6:0:1
- G. CONSIDERATION OF CHANGE ORDERS ONE THROUGH FIVE FOR BLUFFTON PARKWAY PHASE 5A SEGMENT 2 CONSTRUCTION ([backup](#))
  - 1. Change order amount: \$417,779.28
  - 2. Funding source: Sales Tax Project Funds, Account 33401-54500
  - 3. Public Facilities Committee discussion and recommendation to approve occurred April 21, 2014 / Vote 7:0
- H. CONSIDERATION OF CHANGE ORDERS ONE, THREE THROUGH EIGHT AND TEN THROUGH SEVENTEEN FOR SC 170 WIDENING CONSTRUCTION ([backup](#))
  - 1. Change order amount: \$1,240,854.27
  - 2. Funding source: 1% Sales Tax Road Improvement Program, Account 33403-54500
  - 3. Public Facilities Committee discussion and recommendation to approve occurred April 21, 2014 / Vote 7:0

8. PUBLIC COMMENT

9. DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy County Administrator

A. The County Channel / Broadcast Services

B. Presentation / Quarterly Report Ending March 31, 2014 ([quarterly](#)) ([procurement](#))

Mrs. Alicia Holland, Chief Financial Officer

C. Announcement / Capital Project Sales Tax Commission Meetings ([backup](#))

10. PUBLIC HEARING

A. AN ORDINANCE TO SELL REAL PROPERTY IDENTIFIED AS TMP: R510 005 000 010H 0000, A .075-ACRE PARCEL ON BEACH CITY ROAD, IN THE AMOUNT OF \$22,000 TO THE ADJACENT PROPERTY OWNER ([backup](#))

- 1. Consideration of third and final reading approval to occur April 28, 2014 / Vote 11:0
- 2. Second reading approval occurred April 14, 2014 / Vote 11:0
- 3. First reading, by title only, approval occurred March 24, 2014 / Vote 11:0
- 4. Natural Resources Committee discussion and recommendation to approve occurred January 27, 2014 / Vote 6:0

11. PUBLIC COMMENT

12. ADJOURNMENT

Official Proceedings  
County Council of Beaufort County  
March 24, 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 24, 2014 in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, 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 ITEM**

Council discussed removing item 10e, a resolution of Beaufort County, South Carolina calling for a local option sales tax referendum from the consent agenda.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council go immediately into executive session to receive 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.

**EXECUTIVE SESSION**

**RECONVENE OF REGULAR SESSION**

The regular meeting of the County Council of Beaufort County was held at 5:00 p.m., Monday, March 24, 2014 in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, 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**

The Chairman gave the Invocation.

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 March 10, 2014**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held March 10, 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. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from March 10, 2014 through March 21, 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 March 10, 2014 through March 21, 2014.

## **Committee Reports**

This item comes before Council under the Administrative Consent Agenda.

## **Community Services Committee**

### **Disabilities and Special Needs Board**

Mr. McBride, as Community Services Committee Chairman, nominated Mr. George Marshall for appointment to serve as a member of the Disabilities and Special Needs Board.

### **Library Board**

Mr. Vaux nominated Ms. Laura Sturkie, representing Council District 9, for appointment to serve as a member of the Library Board.

## **Governmental Committee**

### **Bluffton Township Fire District Board**

Mr. Stewart, as Governmental Committee Chairman, nominated Mr. Thomas Mike, representing Council District 5, and Mr. Joseph Paolo, representing Council District 7, for appointment to serve as members of the Bluffton Township Fire District Board. Mr. Stewart nominated Mr. Mike Raymond, representing the Bluffton Town Council, for reappointment to serve as a member of the Bluffton Township Fire District Board.

### **Daufuskie Island Fire District**

Mr. Stewart, as Governmental Committee Chairman, nominated Mr. Jon Bryant and Mr. George Jenkins for reappointment to serve as members of the Daufuskie Island Fire District Board.

### **Lowcountry Regional Transportation Authority**

Mr. Stewart, as Governmental Committee Chairman, nominated Mrs. Barbara Ann Childs for reappointment to serve as a member of the Lowcountry Regional Transportation Authority.

## **Natural Resources Committee**

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

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Mr. William Ladson, representing Council District 1, and Mr. Ernest Marchetti, representing Council District 11, for appointment to serve as members of the Rural and Critical Lands Preservation Review Board.

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

## **PUBLIC COMMENT**

The Chairman recognized Mrs. Mare Baracco, a resident of the Town of Port Royal, who spoke about her animal at-large case involving an incident that occurred July 4, 2012 in the Town of Port Royal.

## **BEAUFORT COUNTY COUNCIL / RECIPIENT OF HISTORIC BEAUFORT FOUNDATION STEWARDSHIP AWARD**

Mr. Flewelling announced the Historic Beaufort Foundation's Preservation Committee voted to recognize Beaufort County Council, the Open Land Trust, and partners for the return of the Factory Creek Landing parcels to their historic view shed by creating a passive public park. Mr. Flewelling, representing Beaufort County Council, accepted the Historic Landscape Stewardship Award at the Foundation's Annual Meeting on March 19, 2014.

## **COUNTY ADMINISTRATOR'S REPORT**

### **Annual Status Report / Rural and Critical Lands Preservation Program**

Mrs. Patty Kennedy, Executive Director, Beaufort County Open Land Trust, gave a PowerPoint presentation on the status of the 2013 Rural and Critical Lands Preservation Program. The County closed eight projects, protected 381.6 acres, purchased six properties in fee simple, protected two properties by conservation easement, and approved, but not closed, three additional conservation easement purchases. Another important project started this year and will finish in 2014 is the update of the Greenprint map, the strategic action plan for land protection.

### **Resolution / Fair Housing Month**

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt a resolution designating April 2014 as Fair Housing Month. 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.

### **Monthly Budget Summary**

Mrs. Alicia Holland, Chief Financial Officer, submitted the actual year-to-date comparison for the period ending February 28, 2014 as well as snapshots of revenues and expenses effective February 28, 2014.

### **New Citizen-Transparency Software Program**

Mrs. Holland announced that within the next several weeks the County would officially release a new citizen-transparency software program that will organize the County's financial data into graphs and charts accessible directly from the County website. The data updated monthly and organized by category, department, government area, fund, and vendor will help citizens understand how tax dollars are being used.

**Recognition / Bluffton Boys Basketball All-Stars Team (Ages 11-12) State Champions**

Mr. Gary Kubic, County Administrator, recognized the Bluffton Boys Basketball All-Stars team (ages 11-12), who won the South Carolina State Championship on March 15, 2014. This is the first time a Parks and Leisure Services team has won a state basketball championship. He congratulated the players and coaches.

**CONSENT AGENDA**

**SALE OF .075-ACRE PARCEL ON BEACH CITY ROAD PROPERTY IN THE AMOUNT OF \$22,000 TO THE ADJACENT PROPERTY OWNER**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 27, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, no second required, that Council approve on first reading an ordinance authorizing the County Administrator to execute and sell a .075 acre portion of the property identified as TMP: R510-005-000-010B-0000 and illustrated in “Exhibit A” upon such terms and conditions as specified in “Exhibit B,” Purchase Agreement. 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.

**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)**

This item comes before Council under the Consent Agenda. This issue received first reading approval at the March 10, 2014 meeting of Council.

It was moved by Mr. Flewelling, no second required, that Council approve on second 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 - 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.

The Chairman announced a public hearing Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the March 3, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling, no second required, that Council approve on second 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.

The Chairman announced a public hearing Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the March 3, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling, no second required, that Council approve on second 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.

The Chairman announced a public hearing Monday, April 14, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

**HYDRAULIC EXCAVATOR FOR PUBLIC WORKS DEPARTMENT**

This item comes before Council under the Consent Agenda. Discussion occurred at the March 17, 2014 joint meeting of the Public Facilities and Finance Committees.

It was moved by Mr. Flewelling, no second required, that Council award a contract to Blanchard Machinery of Columbia, South Carolina, in the amount of \$109,354 to purchase a CAT Model 308E2CRSB Hydraulic Excavator. Funding will come from Account 50250011-54200, Stormwater Operations–Specialized Capital Equipment. 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.

**HOUSEHOLD WASTE COLLECTION SERVICES FOR PUBLIC WORKS SOLID WASTE DEPARTMENT**

This item comes before Council under the Consent Agenda. Discussion occurred at the March 17, 2014 joint meeting of the Public Facilities and Finance Committees.

It was moved by Mr. Flewelling, no second required, that Council award the Fiscal Year 2015 contract for Household Hazardous Waste Collection Services to CARE Environmental, Corp., effective July 1, 2014 for a term of one year, with four one-year renewal options. The total estimated annual cost is \$100,000 and will be funded from Account 1001340-51160, Solid Waste and Recycling-Professional Services. 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.

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

**Main motion:** It was moved by Mr. Stewart, as Governmental Committee Chairman (no second required), that Council adopt a resolution calling for a Local Option Sales Tax Referendum to be placed on the November 4, 2014 ballot.

**Motion to amend by substitution:** It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve on first reading, by title only, an ordinance calling for the Local Option Sales Tax Referendum. 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.

**Motion to amend by addition:** It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council add language that would exclude medicine and food as defined in state law. 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 substitution and the motion to amend by addition:** Council approve on first reading, by title only, an ordinance calling for the Local Option Sales Tax referendum and, further, adding language that would exclude medicine and food as defined in state law. YEAS – Mrs. Bensch, Mr. Flewelling, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion failed.

**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**

The Chairman opened the first of two required public hearings at 6:08 p.m. for the purpose of receiving public comment regarding 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. After calling once for public comment, the Chairman recognized Councilman Vaux, who read a prepared statement from Mr. Reed Armstrong, of the Coastal Conservation League, South Coast Office, “A provision in the Development Agreement for the Bluffton Gateway project, which allows for exception to the county’s 10% effective impervious area ratio (Sec. XI.H), should not be allowed. This would set a terrible precedent and undermine and make a mockery of the county’s outstanding progress and efforts to improve and protect water quality.”

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:10 p.m.

Without objection from Council, the Chairman referred this issue back to the Development Agreement Subcommittee.

**RESOLUTION MEMORIALIZING THE APPOINTING OF MEMBERS 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**

It was moved by Mr. Stewart, seconded by Mr. Vaux, that Council adopt a resolution memorializing the appointing of members 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. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Ms. Von Harten. The motion passed.

**PUBLIC COMMENT**

There were no requests to speak during public comment.

**ADJOURNMENT**

Council adjourned at 6:23 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:

**DRAFT**

Official Proceedings  
County Council of Beaufort County  
April 14, 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, April 14, 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.

**DISCUSSION ITEMS**

Council discussed removing item 10f, an ordinance to amend the business and professional license ordinance, from the consent agenda; introducing the members of the Southern Beaufort County Corridor Beautification Board during the regular meeting of Council, and (iii) and changing the FY 2015 health insurance benefit plan provider from the Community Services Committee recommendation of CIGNA to a contract renewal with Blue Cross/Blue Shield.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council go immediately into executive session to receive 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.

**EXECUTIVE SESSION**

**RECONVENE OF REGULAR SESSION**

The regular meeting of County Council of Beaufort County was held at 5:00 p.m., Monday, April 14, 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 Vaux gave the Invocation.

## **PROCLAMATIONS**

### **National Telecommunicators Week**

The Chairman proclaimed the week of April 14 as “National Public Safety Telecommunicators Week. Emergency Management Director Lt. Col. Neil Baxley, Emergency Management/Communication Deputy Director David Zeoli, Emergency Management Operations Officer Lori Reeves, and Emergency Communication Technician Cheryl Runnion accepted the proclamation.

### **Sexual Assault Awareness and Prevention Month**

The Chairman proclaimed April as “Sexual Assault Awareness and Prevention Month” and “Child Abuse Prevention Month.” Ms. Marianne Rothnie, representing Hope Haven, accepted the proclamation.

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

## **ADMINISTRATIVE CONSENT AGENDA**

### **County Administrator’s Three-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Three-Week Progress Report, which summarized his activities from March 24, 2014 through April 11, 2014.

### **Deputy County Administrator’s Three-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Three-Week Progress Report, which summarized his activities from March 24, 2014 through April 11, 2014.

### **Committee Reports**

This item comes before Council under the Administrative Consent Agenda.

#### **Community Services Committee**

##### **Disabilities and Special Needs Board**

George Marshall

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. Marshall was appointed to serve as a member of the Disabilities and Special Needs Board after garnering the six votes required to appoint.

##### **Library Board**

Laura Sturkie

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. Laura Sturkie, representing Council District 9, was appointed to serve as a member of the Library Board after garnering the six votes required to appoint.

#### **Finance Committee**

##### **Airports Board**

Mr. Sommerville stated that Mr. Mac Sanders, representing active pilot and aircraft owner based at the Beaufort County (Lady's Island) Airport, was nominated for reappointment, and he has requested that his name be withdrawn from nomination. Mr. Sanders has served faithfully for 12 years on the Board, and we appreciate his service.

Mr. Sommerville nominated Mr. Allan Rae, representing active pilot and aircraft owner based at the Beaufort County (Lady's Island) Airport, for appointment to serve as a member of the Airports Board. Mr. Flewelling seconded the nomination.

**Governmental Committee**

**Bluffton Township Fire District Board**

Thomas Mike

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 Mike, representing Council District 5, was appointed to serve as a member of the Bluffton Township Fire District Board after garnering the six votes required to appoint.

Joseph Paolo

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. Joseph Paolo, representing Council District 7, was appointed to serve as a member of the Bluffton Township Fire District Board after garnering the six votes required to appoint.

Mike Raymond

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. Mike Raymond, representing the Bluffton Town Council, was reappointed to serve as a member of the Bluffton Township Fire District Board after garnering the eight votes required to reappoint.

**Daufuskie Island Fire District**

Jon Bryant

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. Jon Bryant was reappointed to serve as a member of the Daufuskie Island Fire District Board after garnering the ten votes required to reappoint.

George Jenkins

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. Jon Bryant was reappointed to serve as a member of the Daufuskie Island Fire District Board after garnering the ten votes required to reappoint.

## **Lowcountry Regional Transportation Authority**

Barbara Ann Childs

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. Barbara Ann Childs was reappointed to serve as a member of the Lowcountry Regional Transportation Authority after garnering the eight votes required to reappoint.

## **Natural Resources Committee**

### **Planning Commission**

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Mrs. Carolyn Davis, representing Comprehensive Plan Planning Area / Port Royal Island, to serve as a member of the Planning Commission.

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

William Ladson

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. William Ladson, representing Council District 1, was appointed to serve as a member of the Rural and Critical Lands Preservation Review Board after garnering the six votes required to appoint.

Ernest Marchetti

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. Ernest Marchetti, representing Council District 11, was appointed to serve as a member of the Rural and Critical Lands Preservation Review Board after garnering the six votes required to appoint.

## **Public Facilities Committee**

### **Old Savannah Highway Median Landscaping Services**

Mr. Dawson, as Public Facilities Committee Chairman, reported at the March 31, 2014 meeting of the Public Facilities Committee, members awarded a contract to The Greenery, Inc., in the amount of \$61,883 for the Old Savannah Highway median landscaping services. Funding will come from Reforestation Trust Fund Account 20120011-51160.

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

### **PUBLIC COMMENT**

The Chairman recognized Ms. Thelma Milton, a resident of Burton, who supports the Spanish Moss Trail, but opposes the installation of a parking lot on Roseida Drive because it will prevent her from accessing her backyard.

Mr. Steve Wilson, Chairman of the Southern Beaufort County Corridor Beautification Board, encouraged Council to support the U.S. Highway 278 Landscape Plans (Belfair, Tanger and Ten-Mile J. K. Tiller Plan).

Mr. David Tedder, a resident of Lady's Island, would appreciate the opportunity to have the County planning staff to host a design-professional workshop about how to use the new Community Development Code.

### **COUNTY ADMINISTRATOR'S REPORT**

#### **The County Channel / Broadcast Services**

Mr. Gary Kubic, County Administrator, said The County Channel has all programs, events and meetings available to watch online, on-demand at [www.bcgov.net](http://www.bcgov.net). The County Channel wrapped up coverage of USC-B Sand Sharks Baseball and Softball seasons this year. The County Channel has covered the Sharks for the past five years. The Women's Softball Team is heading toward the Sun Conference Tournament in first place, with an overall record of 27 wins and 5 losses.

Beaufort County hosted its first of two County-sponsored Air Days. The first event was held at the Beaufort County Airport (Lady's Island)/ARW, and featured a number of vendors, airplane tours, and fun activities for families. The next event is April 26 at the Hilton Head Island Airport/HXD.

#### **Tax Equalization Board / Update on Appeals Process**

Mr. Bob Cummins, Chairman of the Tax Equalization Board (Board), stated in October of 2013, a newly formed Tax Equalization Board of 15 citizens from across the county attended their first meeting and were facing an accumulation of approximately 203 appeals from property owners. As of this date, the Board has eliminated the backlog of appeals, and will hear its last appeal May 14, 2014.

### **Fiscal Year 2015 Health Insurance Benefit Plan Provider**

**Main motion:** It was moved by Mr. Caporale, who chaired the Community Services Committee meeting at the request of Committee Chairman William McBride (no second required), that Council authorize the County Administrator to enter into a contract with CIGNA, in the maximum amount of \$12,288,238, to provide the County Employee Insurance Benefit Program for fiscal year 2015.

**Motion to amend by substitution:** It was moved by Mr. Caporale, seconded by Mr. McBride, that Council authorize the County Administrator to renew the contract with Blue Cross/Blue Shield of South Carolina, in the maximum amount of \$12,331,613, to provide the County Employee Insurance Benefit Program for fiscal year 2015, rather than transferring to CIGNA. 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 substitution:** Council authorize the County Administrator to renew the contract with Blue Cross/Blue Shield of South Carolina, in the maximum amount of \$12,331,613, to provide the County Employee Insurance Benefit Program for fiscal year 2015, rather than transferring to CIGNA. 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.

### **Update / Capital Project Sales Tax Commission First Meeting**

Mr. Gary Kubic, County Administrator, reported the Capital Project Sales Tax Commission held its first meeting on April 3, 2014. Mr. Josh Gruber, County Attorney, familiarized the Commissioner members of the process required by law. The Commission elected Mr. Craig Forrest to serve as Chairman and Mr. Scott Richardson as Vice Chairman. All meetings will be televised on The County Channel and data/information posted on the County website.

### **DEPUTY COUNTY ADMINISTRATOR'S REPORT**

#### **Construction Project Update**

On behalf of Mr. Rob McFee, Division-Director Engineering and Infrastructure, Broadcast Manager Scott Grooms narrated a video highlighting the status of various construction projects: S.C. Highway 170, Bluffton Parkway 5A, Island West Frontage Road and Courthouse Reskin Project.

**CONSENT AGENDA**

**A RESOLUTION AGREEING TO SUBMIT AN APPLICATION TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR A DOLLAR-TO-DOLLAR MATCHING GRANT IN THE AMOUNT OF \$75,000 FOR FERRY SERVICE TO AND FROM DAUFUSKIE ISLAND**

This item comes before Council under the Consent Agenda. Discussion occurred at the March 24, 2014 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt of resolution agreeing to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of \$75,000 for ferry service to and from Daufuskie Island. 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.

**A RESOLUTION ENDORSING AN APPLICATION AND COMMITMENT OF THE 10% LOCAL FUND (\$60,000 ESTIMATE) REQUIRED FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR CONSTRUCTION OF A WATER SYSTEM IN THE STUART POINT COMMUNITY**

This item comes before Council under the Consent Agenda. Discussion occurred at the March 24, 2014 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt a resolution endorsing an application and commitment of the 10% local fund (\$60,000 estimate) required for a Community Development Block Grant for construction of a water system in the Stuart Point Community. 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.

**APPROVAL OF PORT ROYAL SOUND FOUNDATION FUNDING REQUEST / COMPLETION OF EXHIBITS AND RENOVATION WORK AT THE MARITIME CENTER**

This item comes before Council under the Consent Agenda. Discussion occurred at the April 7, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve a request from the Port Royal Sound Foundation in the amount of \$292,000 to complete exhibits and renovation work at the Maritime Center. The funding source is accommodations (3% local) tax funds – tourism related buildings. 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.

**RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA, CONSENTING TO AND AGREEING TO PARTICIPATE IN THE AMENDED TAX INCREMENT FINANCING PLAN FOR THE TOWN OF HILTON HEAD ISLAND REDEVELOPMENT AREAS**

This item comes before Council under the Consent Agenda. Discussion occurred at the April 7, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt a resolution conditionally consenting to and agreeing to participate in the Amended Tax Incremental Financing Plan by allowing its incremental tax revenue to be included in the Amended TIF Plan in an amount which shall be the lesser of \$26 million or the costs necessary to establish a University of South Carolina Beaufort campus within the incorporated boundaries of the Town. 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.

**ADOPTION OF U.S. HIGHWAY 278 LANDSCAPE PLAN (BELFAIR, TANGER AND TEN-MILE J.K. TILLER PLAN)**

This item comes before Council under the Consent Agenda. Discussion occurred at the April 7, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council adopt the U.S. Highway 278 landscape plan for Belfair, Tanger and the Ten-Mile J. K. Tiller Plan. 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 SELL REAL PROPERTY IDENTIFIED AS TMP: R510 005 000 010B 0000, A .075-ACRE PARCEL ON BEACH CITY ROAD, IN THE AMOUNT OF \$22,000 TO THE ADJACENT PROPERTY OWNER**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 27, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading an ordinance authorizing the County Administrator to execute and sell a .075 acre portion of the property identified as TMP: R510 005 000 010B 0000 and illustrated in “Exhibit A” upon such terms and conditions as specified in “Exhibit B,” Purchase Agreement. 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.

The Chairman announced a public hearing Monday, April 28, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

## **RESULT OF EXECUTIVE SESSION**

### ***RETTEW, et al. vs. South Carolina Department of Recreation and Tourism***

It was moved by Mr. McBride, seconded by Mr. Vaux, that Council decline to be named as a Plaintiff in the action of *RETTEW, et al. vs. South Carolina Department of Recreation and Tourism* as such action may not be in the best interest 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.

### **AN ORDINANCE TO AMEND CHAPTER 18 OF ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE**

**Main motion:** It was moved by Mr. Stewart, as Governmental Committee Chairman (no second required), that Council approve on first reading an ordinance to amend Chapter 18 of Article III (Business and Professional License) of the Beaufort County Code of Ordinances, and providing for the severability and effective date.

**Motion to amend by addition:** It was moved by Mr. Dawson, seconded by Mr. McBride, that Council reinstate in Section 18-53(b), Registration Required, the text “Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.” The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch, Mr. Flewelling, Mr. Sommerville and Ms. Von Harten. The motion passed.

It was moved by Mrs. Bensch, that Council consider a registration fee of \$15.00 rather than a tax. The motion died for lack of a second.

**Vote on the amended motion, which is now the main motion, and includes the motion to amend by addition:** Council approve on first reading an ordinance to amend Chapter 18 of Article III (Business and Professional License) of the Beaufort County Code of Ordinances, and providing for the severability and effective date; further, reinstate in Section 18-53 (b), Registration Required, the text “Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.” 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.

**PUBLIC HEARINGS**

**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**

The Chairman opened the second of two required public hearings beginning at 6:07 p.m. for the purpose of receiving public comment regarding 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. After calling once for public comment, the Chairman recognized Mr. Reed Armstrong, who is representing the Coastal Conservation League. He has three concerns with the Stormwater Management Plan, Section XI.H of the proposed Development Agreement: (i) the developer proposes not to include the Southern Connector Road in the calculation of effective impervious area, (ii) Paragraph H of the agreement indicates that the developer will only have to meet requirements for nutrients and detention, and (iii) objection to explicitly stating that the developer will have an exception to the recommended 10% effective pervious area ratio. Beaufort County has developed some of the strongest stormwater management standards of any community in the country, and is pursuing a number of projects to restore our impaired waterways. We should not be backtracking on those commitments.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:10 p.m.

It was moved by Mr. Flewelling, as Natural Resources Committee Chairman (no second required), 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. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Rodman and Mr. Stewart. NAYS – Mr. Dawson, Mr. McBride, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

**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 Chairman opened a public hearing at 6:48 p.m. for the purpose of receiving public comment regarding 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). After calling once for

public comment, the Chairman recognized Mr. David Tedder, legal counsel for Beaufort Liquidators, who stated he has sent out several memorandums since second reading to Council members regarding items that came to light when the September 2013 Joint Land Use Study was released by the military in late March. The main issue is after much angst and negotiation and talking with the Natural Resources Committee, we asked for Saturday sales only at the flea market, which we did not ask for at first reading, because the Air Station, basically, told us at a meeting that they operate on Saturdays. It comes down to a basic question. If they are not going to have regular operations on Saturday, the AICUZ Joint Land Use Study ought to say so because it is the document that we use to make land use decisions at the towns, city and county level. If it is wrong, fix it. If it is right, then let us have our one-day sales.

Mr. Charles Marshall, a resident of Lobecko, stated there is no harm here since precedent has already been set at Shaw Air Force Base. The Spanish Moss Trail goes through this same area. If a Council member has a family member working at the Air Station, they need to recuse themselves from the argument.

Mr. Joel Garrett, representing 94.5 The Coast local radio station, noted that Mr. Lowe is a client of his. The flea market is clean. They have food, music and clean restrooms. It is a great environment. He supports the request to allow Saturday sales at the flea market.

Mr. Chad Vassallo, owner of Ultimate Audio, supports the request to allow Saturday sales only at the flea market.

USMC Cpl. Stephen Schaffer, who works at H&HS Squadron, stated he fuels all the jets that are flying every day. The last time that the jets actually flew on a Saturday, had to have been early last year. When the jets fly on Saturdays, it is usually toward the middle of the day, not at in the morning when Mr. Lowe conducts his business. Perhaps Mr. Lowe and the base could agree that on the days the visiting squadrons are here, Mr. Lowe could shut down or postpone later in the day.

Mr. John Chaplin, a resident of Beaufort, supports the request to allow Saturday sales at the flea market.

Mr. Joe Barth, owner of Highway 21 Drive-in Movie Theater, supports the request to allow Saturday sales at the flea market.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 7:03 p.m.

**Main motion:** It was moved by Mr. Flewelling, as Natural Resources Committee Chairman (no second required) that Council approve on third and final 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).

**Motion to amend by addition:** It was moved by Ms. Von Harten, seconded by Mr. Caporale, that Council amend Section 106-1287(d)(2)(iv) to allow Saturday outdoor retail sales. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Fobes, Mr. McBride and Ms. Von Harten. NAYS – Mr. Dawson, Mr. Flewelling, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSTAIN – Mr. Rodman. The motion failed.

**Vote on the main motion:** 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. ABSTAIN – Mr. Rodman. The motion passed.

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

The Chairman opened a public hearing at 7:15 p.m. for the purpose of receiving public comment regarding an ordinance to establish a General Fund Fund Balance Policy for Beaufort County, South Carolina. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 7:16 p.m.

It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on third and final 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**

The Chairman opened a public hearing at 7:17 p.m. for the purpose of receiving public comment regarding an ordinance to adopt a Debt Reserve Policy for Beaufort County’s Debt Service Fund. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 7:18 p.m.

It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on third and final 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.

**PUBLIC COMMENT**

There were no requests to speak during public comment.

**ADJOURNMENT**

Council adjourned at 7:33 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:

**DRAFT**



## Memorandum

DATE: April 25, 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 April 14, 2014 through April 25, 2014:

April 14, 2014

- Employee orientation
- Beaufort County v. Berkeley Hall Club, Inc. court hearing
- Joint meeting of County Council and Board of Education Finance Committees
- Finance Committee meeting
- Caucus meeting
- County Council meeting

April 15, 2014

- Meeting with Daniel Morgan, Director of Management Information System (MIS) re: MIS budget

April 16, 2014

- Meeting with Stuart Mitchell re: Spanish Moss Trail improvements

April 17, 2014

- Tour of new DSN residential facility, 18 Cottage Walk

April 18, 2014

- Meeting with Bryan Hill, Deputy County Administrator, and Scott Marshall, Director of PALS re: PALS hiring issues
- Meeting with Deputy County Administrator Bryan Hill and Solicitor Duffie Stone re: Solicitor's FY 2015 Budget

## COUNTY COUNCIL

April 25, 2014

Page 2

April 21, 2014

- Staff meeting re: Business License application procedures
- Finance Committee meeting
- Public Facilities Committee meeting

April 22, 2014

- County/ Town of Hilton Head Island bimonthly meeting re: County / Town issues
- Tour of Bluffton Parkway Phase 5A with Colin Kinton, Traffic and Transportation Engineer

April 23, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for April 28<sup>th</sup> Council meeting
- Meeting with Rich Sells, Airports Board member, and Jon Rembold, Director of Airports  
Re: Airports Board
- Conference call with Edna Jackson, Mayor, City of Savannah; Morris Campbell, Director of Community Services; and Tony Criscitiello, Division Director, Planning and Development re: TIGER Grant for Daufuskie Ferry services
- Staff meeting re: Bluffton Township Fire District Charter / FY 2015 Budget
- Conference call with Josh Gruber, County Attorney; Allison Coppage, Deputy County Attorney; and Rick McCollough re: St. Gregory Church Frontage Road

April 24, 2014

- Meeting with staff re: County Sales Tax Referendum Future Projects
- Meeting with Samuel Glover, SCDOT Commissioner; Morris Campbell, Director of Community Services; and Tony Criscitiello, Division-Director, Planning and Development re: TIGER Grant application for Daufuskie ferry services
- Natural Resources Committee meeting re: Bluffton Gateway

April 25, 2014

- Guest speaker - Sun City Forum Club
- Meeting with Dr. Jane Upshaw, Chancellor, at USC-B
- Development Agreement Subcommittee meeting re: Cherokee Farms



## Memorandum

DATE: April 25, 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 April 14, 2014 through April 25, 2014:

April 14, 2014 (Monday):

- Attend Detention Center Meeting
- Attend Coroner's Office Grand Opening and Tour
- Compensation Review Committee
- Joint Meeting of Finance Committee and School Board
- Finance Committee
- County Council

April 15, 2014 (Tuesday):

- Meet with Jon Rembold, Airports Director
- Meet with Eddie Bellamy, Public Works Director
- Meet with Phil Foot, Public Safety Director
- Meet with Suzanne Gregory
- Bluffton Hours P.M.

April 16, 2014 (Wednesday)--Bluffton:

- Bluffton Hours
- Work on FY2015 Budget
- Meet with Marc Orlando, Town of Bluffton

April 17, 2014 (Thursday)--Bluffton:

- Work on FY2015 Budget

April 18, 2014 (Friday):

- Meet with Eric Larson, Stormwater Director
- Meet with Ed Allen, Coroner re: Budget
- Meet with Gary Kubic, County Administrator, Suzanne Gregory, Employee Services Director and Scott Marshall, PALS Director re: Personnel
- Attend Solicitor Budget Meeting
- Bluffton Hours P.M.

April 21, 2014 (Monday):

- Visit Detention Center for Status Update
- Attend Business License Application Procedures Meeting with Gary Kubic, County Administrator, Joshua Gruber, Staff Attorney, Allison Coppage, Assistant Staff Attorney and Edra Stephens, Business License Director
- Meet with Joshua Gruber, Staff Attorney and Monica Spells, Compliance Officer
- Finance Committee
- Public Facilities Committee

April 22, 2014 (Tuesday)--Bluffton:

- Meet with Steve Fobes, Councilman
- Work on FY2015 Budget
- Tour of Bluffton Parkway Flyover Project with Gary Kubic, County Administrator
- Bluffton Hours

April 23, 2014 (Wednesday):

- Agenda Review
- Meet with Eric Larson, Stormwater Director
- Bluffton Township Fire District Charter Meeting
- Work on FY2015 Fire District Budget Proposal

April 24, 2014 (Thursday):

- Time Clock Training
- Meet with Suzanne Gregory, Employee Services
- County Sales Tax Referendum Future Projects Meeting
- Natural Resources Committee Meeting

April 25, 2014 (Friday)--Bluffton:

- Work on FY2015 Budget
- Bluffton Hours

## FINANCE COMMITTEE

April 7, 2014

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

The Finance Committee met Monday, April 7, 2014 beginning at 12:00 Noon, in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

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

County staff: Ed Allen, Coroner; Eddie Bellamy, Public Works Director; Allison Coppage, Assistant County Attorney; Alan Eisenman, Finance Supervisor; Joshua Gruber, County Attorney; Doug Henderson, Treasurer; Dave Thomas, Purchasing Director; and Maria Walls, Deputy Treasurer.

Public: Judy Alderman, Port Royal Sound Foundation; Ed Pappas, Port Royal Sound Foundation; Richard Gough, President, Technical College of the Lowcountry; Jodie Heyward, Port Royal Sound Foundation; and Dick Stewart, Port Royal Sound Foundation.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Councilman Caporale chaired the meeting.

### ACTION ITEMS

#### **1. Discussion / Port Royal Sound Foundation Funding Request**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dick Stewart presented a request from the Port Royal Sound Foundation for \$292,000 of accommodations tax (3% local) funds to complete exhibits and renovation work at the Maritime Center located at the center of Beaufort County where Highway 170 crosses the Chechessee River. The request is approximately 10% of the total project cost. The Community Foundation, as well as donations from individual and private foundations, has provided the remaining funding. The four components of the County's funding, if approved, would provide as follows:

- Completion of the necessary building renovations - \$100,000
- The rotating exhibit hall where a video introduces visitors to the beauty of the region using sweeping aerial footage taken from a helicopter as it shows wide panoramas that include Hilton Head Island, Bluffton, Port Royal and Beaufort - \$80,000
- The interactive History Wall exhibit that tells the story of the region and directs tourists to visit the historic sites and local museums throughout the county - \$50,000
- Construction of a dock that will become home for the Spirit of America program, a nationally recognized boating safety program, which would provide up to \$250,000 funding to establish a program in Beaufort County - \$62,000

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Finance Committee recommend Council approve a request from the Port Royal Sound Foundation in the amount of \$292,000 to complete exhibits and renovation work at the Maritime Center. The funding source is accommodations (3% local) tax funds – tourism related buildings. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council approve a request from the Port Royal Sound Foundation in the amount of \$292,000 to complete exhibits and renovation work at the Maritime Center. The funding source is accommodations (3% local) tax funds – tourism related buildings.

## 2. Discussion / 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](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Hilton Head Island Town Council has approved the distribution of an Amended Tax Increment Financing (TIF) Plan for the Town of Hilton Head Island Redevelopment Areas. Beaufort County, as a taxing district, has the right to opt-in or opt-out of participating in the Amended TIF Plan. This decision must be made prior to the date of the public hearing, which is scheduled for May 20, 2014 at 5:00 p.m. in the Benjamin R. Racusin Town Council Chambers at One Town Center Court, Hilton Head Island. The Town is asking for County Council's consideration to opt-in to the Amended TIF Plan. The Amended Tax Increment Financing Plan for the Town of Hilton Head Island Redevelopment Areas, date March 2014, was provided to the Committee.

**Motion:** It was moved by Mr. Rodman, seconded by Mr. Fobes, that Finance Committee recommend Council adopt a resolution conditionally consenting to and agreeing to participate in the Amended TIF Plan by allowing its incremental tax revenue to be included in the Amended TIF Plan in an amount which shall be the lesser of \$26 million or the costs necessary to establish a University of South Carolina-Beaufort campus within the incorporated boundaries of the Town. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council adopt a resolution conditionally consenting to and agreeing to participate in the Amended TIF Plan by allowing its incremental tax revenue to be included in the Amended TIF Plan in an amount which shall be the lesser of \$26 million or the costs necessary to establish a University of South Carolina-Beaufort campus within the incorporated boundaries of the Town.

### 3. Consideration of Reappointments and Appointments

#### • Airports Board

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Sommerville nominated Mr. Mac Sanders, representing active pilot and aircraft owner Lady's Island Airport, for reappointment to serve as a member of the Airports Board.

**Motion:** It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Council nominate Mr. Mac Sanders, active pilot and aircraft owner Lady's Island Airport, for reappointment to serve as a member of the Airports Board. The vote: YEAS – Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. NAYS – Mr. Caporale. The motion passed.

**Recommendation:** Council nominate Mr. Mac Sanders, representing active pilot and aircraft owner Lady's Island Airport, for reappointment to serve as a member of the Airports Board.

### INFORMATION ITEMS

#### 4. Discussion / Capital Improvement Bond Capacity for the County's Capital Improvements Program

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Bryan Hill, Deputy County Administrator, and Mrs. Alicia Holland, Chief Financial Officer, reviewed with the Committee the Capital Improvement Bond Capacity for the County's Capital Improvement Program (CIP). The Committee was provided a CIP list that included the project priority, the division it falls within, project location, project description and cost. The millage rate for fiscal years 2014 through 2024 with the associated proposed borrowing was also provided to the Committee.

**Status:** Committee has consensus on the \$7 million projects' list plus the airport projects' list that are in place. From that total value to the total of that list, the County Administrator will provide Committee members more information about those projects and determine which projects he deems critical.

## 5. Presentation / FY2015 Budget Proposal

### • Technical College of the Lowcountry

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Richard Gough, President, Technical College of the Lowcountry, presented the FY 2015 budget proposal in the amount of \$2,350,000, which represents a \$250,000 increase year over year. The budget increase is needed to reduce the backlog of building repairs (air conditioning, roofs, boilers, etc.).

**Status:** Information only.

## 6. Presentation / FY2015 Budget Proposal

### • Coroner's Office

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Ed Allen, Coroner, presented the FY 2015 budget proposal in the amount of \$494,075, which represents a \$51,075 increase year over year. The budget increase is needed to fund waste management services, medical infectious waste services, autopsy services, and medication.

**Status:** Information only.

## 7. Purchase of 21-Foot Aluminum Work Boat for Public Works Department ( < \$100,000)

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, presented a request from the Public Works Department to purchase a 21-foot Munson Packman heavy duty aluminum work boat with an enclosed T-top, landing ramp, pusher knees, and towing bit from Government Services Administrator contract vendor – William E. Munson Company of Burlington, Washington. The boat comes equipped with a Yamaha 150 horsepower four-stroke outboard engine and a 5,200-pound class aluminum trailer. It will be a replacement for a 2003 21-foot Carolina Skiff that has significant hull damage and is beyond repair.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Rodman, that Finance Committee award a contract William E. Munson Company of Burlington, Washington, in the amount of \$76,927 to purchase a 21-foot Munson Packman workboat, outboard motor and trailer. Funding will come from Account 10001301-54200, Public Works General Support, Specialized Capital

Equipment. The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee awarded a contract to William E. Munson Company of Burlington, Washington, in the amount of \$76,927 to purchase a 21-foot Munson Packman workboat, outboard motor and trailer. Funding will come from Account 10001301-54200, Public Works General Support, Specialized Capital Equipment.

## **8. Consideration of Reappointments and Appointments**

- **Accommodations Tax Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** Committee members will reach out of the hospitality / lodging industry to find a candidate from northern Beaufort County.

**DRAFT**

## GOVERNMENTAL COMMITTEE

April 7, 2014

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

The Governmental Committee met Monday, April 7, 2014, beginning 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 members Steve Fobes, William McBride 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; Joshua Gruber, County Attorney; and Gary Kubic, County Administrator.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce; and Zach Murdock, *Island Packet / Beaufort Gazette*.

Public: Jim Beckert, Board of Education; Shannon Bruning, McNair Law Firm; Tom Davis, State Senator, Bill Evans, Chairman, Board of Education; Laurie Murdock, Chief Financial Officer, Dataw Island; Lynn Stokes, McNair Law Firm; Frank Sweeny, Berkeley Hall Club; Jane Upshaw, Chancellor, USC-Beaufort; and Phyllis White, Chief Operational Services Officer, School District.

Mr. Stewart chaired the meeting.

### ACTION ITEM

#### **1. Discussion / Business License Fee Ordinance**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion 1:** It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Committee remove from Section 18-53(b), Registration Required the text “Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.” The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling and Ms. Von Harten. NAYS - Mr. Dawson, Mr. Stewart and Mr. Vaux. The motion passed.

**Motion 2:** It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Committee delete from Section 18-57(b), Inspections and Audits the words “systematic and” and replace “all” with “any.” The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**Motion 3:** It was moved by Mrs. Bensch, seconded by Mr. Vaux, that Committee remove Section 18-69, Lawful Employment - Interstate Commerce. The vote: YEAS - Mrs. Bensch, Mr. Caporale and Mr. Vaux. NAYS - Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. The motion failed.

**Motion 4:** It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Committee change the words “fee” to “tax” and “SIC” to “NAICS Code.” The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS - Mrs. Bensch and Mr. Dawson. The motion passed.

**Recommendations:**

- Remove “Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures” in Section 18-53(b), Registration Required;
- Delete “systematic and” and replace “all” with “any” in Section 18-57(b), Inspections and Audits;
- Change “fee” to “tax” and “SIC” to “NAICS Code”

**INFORMATION ITEM**

**2. Update / McNair Law Firm Last Year’s Lobbying Efforts Regarding Education Funding Formula**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mrs. Lynn Stokes, consultant with the McNair Law Firm, gave an update on their lobbying efforts regarding the education funding formula. The Senate Finance Committee will begin its budget debt efforts April 8, 2014 with a bill that has already passed in the House of Representatives.

One of the topics that directly affect Beaufort County and the Board of Education is the new Educational Funding Act formula. The new funding formula places greater emphasis on poverty and gifted and talented students. The County has a greater poverty level than most counties in South Carolina. Another area is the increase in base student cost from \$2,097 to \$2120.

Mr. Stewart stated that Beaufort County has \$150,000 allotted to the Lowcountry Economic Alliance Program. Beaufort is the only county in the State of South Carolina that is not a part of an alliance. Being an orphan County makes it difficult to secure government funding and receive regional economic development monies.

Senator Tom Davis spoke on the decreases and increases of monies in the Education Improvement Act and Education Funding Act. The County needs to push for a hold-harmless agreement so that it will not receive less money because of adjustments.

**Status:** Information only.

DRAFT

## NATURAL RESOURCES COMMITTEE

April 7, 2014

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

The Natural Resources Committee met Monday, April 7, 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, Jerry Stewart, Tabor Vaux and Laura Von Harten present. Committee member William McBride was absent.

County Staff: Tony Criscitiello, Division Director – Planning and Development; Allison Coppage, Assistant County Attorney; Alan Eisenman, Financial Supervisor; Joshua Gruber, County Attorney; and Robert Merchant, Long-Range Planner.

Public: Reed Armstrong, Coastal Conservation League; Keith Mucha, Vice President of Operations, Lather Construction; Ed Saxon, General Manager, Beaufort-Jasper Water and Sewer Authority; Glenn Stanford, Vice Chairman, Southern Beaufort County Corridor Beautification Board; Jim Tiller, JK Tiller Associates; Josh Tiller, JK Tiller Associates; and Steve Wilson, Chairman, Southern Beaufort County Corridor Beautification Board.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Mr. Flewelling chaired the meeting.

### ACTION ITEMS

#### **1. Presentation / U.S. Highway 278 Improvements Belfair and Tanger Landscape Plans**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** The Southern Corridor Beautification Board (Board) has worked with JK Tiller Associates, a landscape architecture firm, to design the landscape for all the medians on the ten-mile stretch of U.S. 278 from S.C. Highway 170 to the bridges to Hilton Head Island. The first two projects involve new landscaping in the medians at the entrance to Belfair and between Tanger Outlet Centers 1 and 2.

Mr. Tony Criscitiello, Division Director–Planning and Development, is requesting the Committee approve the U.S. Highway 278 landscape plan for Belfair, Tanger and the ten-mile JK Tiller Plan. These are funded projects and are ready to move forward. Belfair and Tanger would each pay for their media projects. Tanger will pay \$320,000 as agreed to in its Development Agreement while Belfair will pay approximately \$100,000 through contributions it has made to the County Reforestation Fund.

Mr. Josh Tiller, JK Tiller Associates, gave an overview of the landscape plans to include maps illustrating 1,000 linear feet of median affected by the project.

The Board’s next project involves the median at Rose Hill.

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend Council approve the U.S. Highway 278 landscape plans for Belfair, Tanger and the Ten-Mile J. K. Tiller Plan. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

**Recommendation:** Council approve the U.S. Highway 278 landscape plans for Belfair, Tanger and the ten-mile J. K. Tiller Plan.

## **2. Reappointments and Appointments**

- **Planning Commission**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Ms. Von Harten, seconded by Mr. Vaux, that Natural Resources Committee approve and recommend Council nominate Mrs. Carolyn Davis, representing Comprehensive Plan Planning Area / Port Royal Island, for appointment to serve as a member of the Planning Commission. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

**Recommendation:** Council nominate Mrs. Carolyn Davis, representing Comprehensive Plan Planning Area / Port Royal Island, for appointment to serve as a member of the Planning Commission.

## **INFORMATION ITEMS**

**3. FY 2015 Budget Proposal Presentation / Southern Beaufort County Corridor Beautification Board / Rose Hill Landscape Median Plan U.S. Highway 278 Improvements**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Steve Wilson, Chairman of the Southern Beaufort County Beautification Board, presented the FY 2015 budget proposal for the Rose Hill landscape median plan along U.S. Highway 278. The project involves site preparation and earthwork in the amount of \$45,180, plant material and mulch \$24,946 and construction supervision \$1,000, for a total project cost of \$71,126 (plus a 20% contingency).

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend Council approve the Southern Beaufort County Corridor Beautification Board FY 2015 budget request in the amount of \$71,126 (plus 20% contingency) to complete the Rose Hill landscape median plan segment of the U.S. Highway 278 improvements. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

**Recommendation:** Council approve the Southern Beaufort County Corridor Beautification Board FY 2015 budget request in the amount of \$71,126 (plus 20% contingency) to complete the Rose Hill landscape media plan segment of the U.S. Highway 278 improvements.

**4. Text Amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V, Table 106-1098 - to Allow Contractor's Office with Exterior Storage in Commercial Suburban Districts; Applicant: Darrell Snyder / Agent: Lillian Thomas**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Division Director–Planning and Development, updated the Committee regarding a text amendment request from the Planning Commission relative to property that is currently used as a general contractor’s office with outdoor storage. In a commercial suburban zoning district, outdoor storage is not permitted based on its office use. Offices in the commercial suburban districts are allowed; but the office has an outdoor storage unit being used for business purposes and is only allowed in light suburban industrial parks. Since 1998, the site has been used as commercial property.

**Motion:** It was moved by Ms. Von Harten, seconded by Mrs. Bensch, that Natural Resources Committee postpone a decision on this item until the May 5, 2014 meeting in order to allow the applicant to be present for the decision. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

**Status:** Natural Resources Committee postponed a decision on this item until the May 5, 2014 meeting in order to allow the applicant to be present for the decision.

## 5. Discussion of Water and Sewer Locations in Beaufort County

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Ed Saxon, General Manager of Beaufort-Jasper Water and Sewer Authority (BJWSA), gave a brief summary of the services BJWSA provides for Beaufort and Jasper counties. BJWSA is a non-profit, non-taxing public service district. Its regional water and sewer utility serves 950 square miles in two counties. Three water systems serve 171,000 customers and 7 wholesale customers, including Hilton Head Island. Eight wastewater systems serve more than 60,000 customers and 4 laboratories.

**Status:** Information only.

## 6. Presentation / Community Development Code

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Division Director–Planning and Development, advised the committee of the complications using the existing Zoning and Development Standards Ordinance (ZDSO), stating that it takes someone with a considerable amount of knowledge to understand the ordinance. The ZDSO was last revised in 1999.

Mr. Robert Merchant, Long-Range Planner, gave a 15,000-foot aerial view of the new Community Development Code that would give the county a better regional approach with municipalities, preserve and enhance traditional areas in the County, update existing standards for comprehensive and regional planning, and make the zoning process user friendly and flexible.

**Status:** Information only.

**7. 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](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

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

**8. 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](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

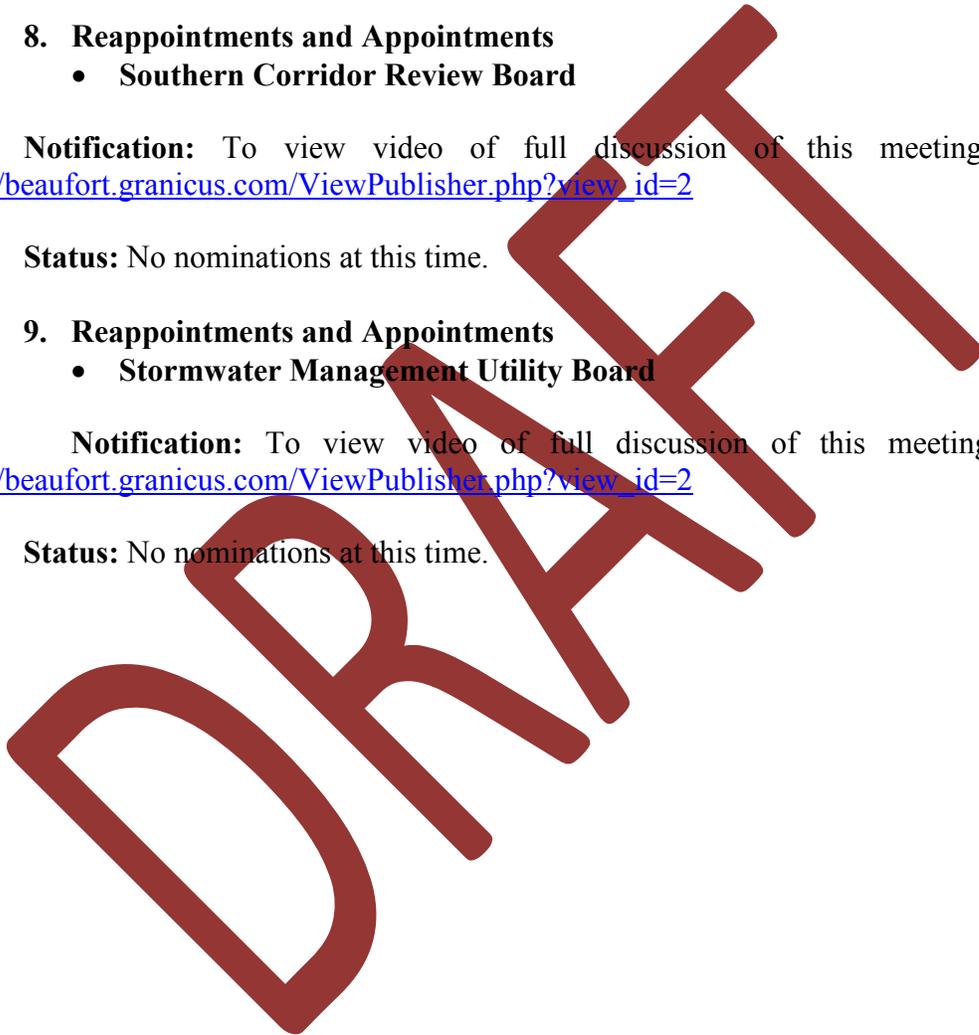
**Status:** No nominations at this time.

**9. 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](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

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



**REAPPOINTMENTS AND APPOINTMENTS  
TO  
BOARDS AND COMMISSIONS**

**April 28, 2014**

**1. Finance Committee**

① Airports Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
04.14.14	Allan Rae	Active pilot/aircraft owner Beaufort County (Lady's Island Airport) / ARW	Appoint	6 of 11 (1 <sup>st</sup> term)

**2. Natural Resources Committee**

① Planning Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
04.14.14	Carolyn Davis	Comprehensive Plan Planning Area – Port Royal Island	Appoint	6 of 11 (1 <sup>st</sup> term)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 18 OF ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, On November 22, 1999, Beaufort County Council adopted Article III, Chapter 18 entitled “Business License Ordinance;” and

**WHEREAS**, Beaufort County Council subsequently amended said Ordinance via Ordinance 2012/13 which was intended to cure various deficiencies; and

**WHEREAS**, Beaufort County Council again subsequently amended said Ordinance via Ordinance 2013/38 which was intended to exempt agricultural based business from having to obtain a business license; and

**WHEREAS**, Beaufort County Council desires to further amend said Ordinance to clarify certain provisions and to remove provisions relating to the regulation of lawful employment that have been preempted by Federal and South Carolina employment regulations and are therefore likely void and unenforceable.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA; AND IT IS HEREBY ORDERED ORDAINED BY AND UNDER THE AUTHORITY OF THE SAID COUNTY COUNCIL, AS FOLLOWS:**

**NOTE:** Underlined and bold-face typed portions indicate additions to the County Code. ~~Stricken~~ portions indicate deletions to the County Code.

**ARTICLE III. BUSINESS AND PROFESSIONAL LICENSES**

[Sec. 18-46. Purpose.](#)

[Sec. 18-47. Definitions.](#)

[Sec. 18-48. Administration.](#)

[Sec. 18-49. Violations.](#)

[Sec. 18-50. License required.](#)

[Sec. 18-51. License tax.](#)

[Sec. 18-52. Effective date.](#)

[Sec. 18-53. Registration required.](#)

[Sec. 18-54. Deductions and exemptions.](#)

[Sec. 18-55. False application unlawful.](#)

- [Sec. 18-56. Display and transfer.](#)
- [Sec. 18-57. Inspections and audits.](#)
- [Sec. 18-58. Assessments.](#)
- [Sec. 18-59. Delinquent license fees taxes.](#)
- [Sec. 18-60. Notices.](#)
- [Sec. 18-61. Denial of license.](#)
- [Sec. 18-62. Suspension or revocation of license.](#)
- [Sec. 18-63. Appeals to county council.](#)
- [Sec. 18-64. Confidentiality.](#)
- [Sec. 18-65. Classification rates and schedules.](#)
- [Sec. 18-66. Class 8 rates.](#)
- [Sec. 18-67. Rate classification index.](#)
- [Sec. 18-68. Rate schedule.](#)
- [Sec. 18-69. Lawful employment.](#)
- [Sec. 18-70. Applicability and effective date.](#)
- [Sec. 18-71. Severability.](#)

#### **Sec. 18-46. Purpose.**

The business license levied by this article is for the purpose of providing such regulation as may be required by the business subject thereto and for the purpose of raising revenue to provide ad valorem tax relief. Each license shall be issued for one calendar year beginning on January 1 and shall expire on December 31; this time period shall be considered a license year. The provisions of this article and the rates herein shall remain in effect from year to year as amended by Beaufort County Council.

#### **Sec. 18-47. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Business* means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the county, an individual shall be deemed to be in business if that individual owns and rents two or more residential rental units (or partial interest therein) within the county, excluding the municipalities therein. This applies to both short-term and long-term rentals.

*Charitable purpose* means benevolent, philanthropic, patriotic, or eleemosynary purpose which does not result in personal gain to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization. Charitable organization shall be deemed a business subject to a license fee tax unless the entire net proceeds of its operation, after necessary expenses, are devoted to charitable purposes. Compensation in any form to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary operating expense.

*Classification* means that division of businesses by major groups subject to the same license rate, as determined by a calculated index of ability to pay based on national averages, benefits, equalization of ~~fee~~ tax burden, relationship of services, or other basis deemed appropriate by county council.

*County* means the County of Beaufort, South Carolina.

*Gross receipts* means the total revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected by the businesses, excepting income from business done wholly outside of the unincorporated area of the county and fully reported to a municipality or other county. The term "gross receipts" means the value proceeding or accruing from the sale of tangible business personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without deduction on the account of the cost of the property sold, the cost of the materials used, labor or service cost, interest paid, or any other expenses whatsoever and without any deductions on account of losses. Gross income for business license purposes, may be verified by inspection of returns filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Insurance Commission, or other government agency. In case of brokers or agents, gross income means commissions received or retained, unless otherwise specified. Gross income for insurance companies means gross premiums collected. Gross income for business license ~~fee~~ tax purposes shall include the value of bartered goods and/or trade-in merchandise.

*License official* means the county employee, or other individuals, designated by the county administrator to perform the duties set forth in this article.

*Person* means any individual, firm, partnership, LLP, LLC, cooperative nonprofit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

*Wholesaler* means a business where the product the business sells is to be resold (retailed); where the supplier is truly a wholesaler, a business license is not required, however, if a warehouse or place of business is maintained in the county, or if a product is sold to an end user, its ultimate customer, a business license is required. Therefore, paper goods distributors who sell supplies to hotels and building supply distributors who sell to contractors or owners for buildings under construction are required to obtain a business license. Such distributors' customers are the end users of the products.

**Cross reference**— Definitions generally, § 1-2.

#### **Sec. 18-48. Administration.**

The license official shall administer the provisions of this article, collect license ~~fees~~ taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or revocation procedures, report violators to code enforcement, produce forms, make reasonable regulations relating to the administration of this article, and perform such other duties as may be assigned by the county administrator.

#### **Sec. 18-49. Violations.**

Any persons violating any provision of this article shall be deemed guilty of an offense and subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent ~~fees~~ taxes, penalties and costs provided for in this article.

### **Sec. 18-50. License required.**

Every person engaged or intending to engage in any calling, business, occupation or profession whether listed in the rate classification index or not, shall register the business and make application for a business license and will be required to pay an annual license ~~fee~~ tax and obtain a business license as provided in this article. A new business shall be required to have a business license prior to operation within the county.

### **Sec. 18-51. License ~~fee~~ tax.**

- (a) The required license ~~fee~~ tax shall be paid for each business subject to this article according to the applicable rate classification on or before May 31 in each year, except for those businesses in Rate Class 8 for which a different due date is specified.
- (b) A separate license shall be required for each place of business and for each classification of business conducted at one place. If gross income cannot be separated for classifications at one location, the license ~~fee~~ tax shall be computed on the combined gross income for the classification requiring the highest rate.
- (c) A license ~~fee~~ tax based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a 12-month projected income based on the monthly average for a business in operation for less than one year. The ~~fee~~ tax for a new business shall be computed on the estimated probable gross income stated in the license application for the balance of the calendar year. No refund shall be made for a business that is discontinued, annexed into a municipality or has rendered an overpayment of a prior year license ~~fee~~ tax.

### **Sec. 18-52. Effective date.**

The business license ~~fee~~ tax shall be implemented on an annual basis for calendar year 2000 and all subsequent years. The required due date for the payment of all ~~fees~~ taxes and the display of license for calendar year 2000 shall be May 31, 2000. In all subsequent years the due date shall be as specified in [section 18-53](#).

### **Sec. 18-53. Registration required.**

- (a) The owner, agent or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before May 31 of each year, except that a new business shall be required to have a business license prior to operation within the county. A license for a bar must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business.
- (b) Application shall be on a form provided by the license official which shall contain the social security number and/or the federal identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the state income tax return, and all other information about the applicant and the business deemed necessary to carry out the purposes of this article by the license official. Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.
- (c) The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, and that all assessments and personal property taxes on business property due and payable to the county have been paid.
- (d) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage

on a form approved by the license official. An insurance agent not employed by an insurance company, or employed by more than one company, shall be licensed as a broker.

- (e) Every business, which either acts as an agent, broker or representative for any other person or has contractual arrangements with persons who are acting as independent contractors for it shall supply the following information: name, address, telephone number and estimated payments or premiums due to that person. Such information shall be supplied upon the request of the license official and shall be a condition precedent to obtaining the license required under this article.
- (f) Elimination of commercial waste. On the business license application form, each business shall fully disclose its method of solid waste handling and shall present proof of such solid waste disposal before a license is granted.
- (g) No business license shall be issued until the applicant first submits documents necessary to establish compliance with Beaufort County Zoning Ordinance, Building Code, and other regulatory codes as adopted by Beaufort County Council.
- (h) Any person desiring to peddle goods anywhere in unincorporated Beaufort County must first meet all regulations pursuant to the provisions of S.C. Code 1976, § 40-41-10 and are also subject to being in compliance with the zoning and building codes.
- (i) Miscellaneous sales (antique malls, flea markets or leased space sales). Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the lessor of the spaces to advise the business license office of persons leasing space.

#### **Sec. 18-54. Deductions and exemptions.**

- (a) No deductions from gross income shall be made, except income from business done wholly outside of the county jurisdiction on which a license ~~fee~~ tax is paid to another county or a municipality, or income which cannot be taxed pursuant to state law. The applicant shall have the burden to establish the right to a deduction by satisfactory records and proof. No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the county, unless exempted by state or federal law. The license official shall determine the appropriate classification and licensing for each business. No person shall be exempt from this article by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of the liability for the payment of any other tax by reason of the application of this article.
- (b) The provisions of this article shall not extended to those businesses which are contained within NAICS Major Business Group 01: agriculture production; crops, or Group 02: agriculture production; livestock and animal specialties, or Group 08: forestry, or Group 09: fishing, nor shall it apply to the manufacture or sale of sea island grass products, but shall extend and apply to vendors of every other class and kind of goods.

#### **Sec. 18-55. False application unlawful.**

It shall be unlawful for any person subject to the provisions of this article to make a false application for a business license, or to give or file, or direct the giving or filing, of any false information with respect to the license or ~~fee~~ tax required by this article.

### **Sec. 18-56. Display and transfer.**

- (a) All persons shall display the license issued to them under this article on the original form provided by the license official, in a conspicuous place, in the business establishment, at the address shown on the license. A transient or nonresident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the county.
- (b) A change of address must be reported to the license official within ten days after removal of the business to a new location, and the license will be valid at the new address upon written notification of the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of ownership shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

### **Sec. 18-57. Inspections and audits.**

- (a) For the purpose of enforcing the provisions of this article the license official or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article to make inspections and examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records. during normal business hours with 24 hours' prior written notice. If an audit or inspection reveals that false information has been filed by the licensee, the costs of the audit shall be added to the correct license ~~fee~~ tax and late penalties in addition to other penalties provided in this article. Each day of failure to pay the proper amount of license ~~fee~~ tax shall constitute a separate offense.
- (b) The license official may make ~~systematic~~ and random inspections of ~~all~~ any businesses within the county to insure compliance with this article. Records of inspections and audits shall not be deemed public records. The license official shall not release the reported gross income of any person by name without permission of the licensee, provided that statistics compiled by classifications may be made public.
- (c) The license official, upon approval of the county administrator, may disclose gross income of licenses to the Internal Revenue Service, South Carolina Department of Revenue, Beaufort County Tax Appraiser and other county and municipal business license offices for the purpose of assisting tax assessments, tax collections and enforcement of the business license. Such disclosures shall be for internal, confidential and official use by these governmental agencies and shall not be deemed public records.

### **Sec. 18-58. Assessments.**

- (a) When any person shall have failed to obtain a business license or to furnish the information required by this article or the license official, the license official shall proceed to examine the records of the business or any other available records as may be appropriate and to conduct investigations and statistical surveys as he/she may deem appropriate to assess a license ~~fee~~ tax and penalties as provided in this article.
- (b) A notice of assessment shall be served by certified mail and any application for adjustment of the assessment may be made to the license official within five days after the notice is mailed or the assessment will become final. The license official shall establish by regulation the procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.
- (c) A final assessment may be appealed to county council only by payment in full of the assessment under protest within five days and the filing of written notice of appeal within ten days after payment pursuant to the provisions of this article relating to appeals to county council. With regard to assessments of insurance companies and brokers for nonadmitted insurance companies, the state

association of counties is designated as the exclusive agent of the county and is empowered to utilize all procedures and actions authorized by ordinance or state law.

#### **Sec. 18-59. Delinquent license fees taxes.**

For nonpayment of all or any part of the correct license fee tax under this article, the license official shall levy and collect a late penalty of five percent of the unpaid fee tax for each month or portion thereof after the due date until paid. If any license fee tax shall remain unpaid for 60 days after its due date, the license official shall issue an execution which shall constitute a lien upon the property of the licensee for the fee tax, penalties and cost of collection, and shall proceed to collect in the same manner as prescribed by law for the collection of other taxes. Upon identification of a delinquent account the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based upon the revenue procedures as adopted with this amendment.

#### **Sec. 18-60. Notices.**

The license official may but shall not be required to serve or mail written notices that license fees taxes under this article are due, but he shall publish a notice of the due date in a newspaper of general circulation within the county three times prior to the due date in each year. With regard to providing notice to insurance companies and brokers for nonadmitted insurance companies that license fees taxes are due, the South Carolina State Association of Counties is designated as the exclusive agent of the county and is empowered to utilize all procedures and actions authorized by ordinance or state law. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the fee tax due or grounds for waiver of penalties.

#### **Sec. 18-61. Denial of license.**

The license official shall deny a license under this article to an applicant when the application is incomplete, contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact, does not comply with all other applicable county ordinances, or when the activity for which a license is sought is unlawful or constitutes a public nuisance. A decision of the license official shall be subject to appeal to county council as provided in this article. Denial shall be written with reasons stated.

#### **Sec. 18-62. Suspension or revocation of license.**

When the license official determines that:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact on the license application;
- (4) A licensee has been convicted of an offense under a law or ordinance regulating business, a crime involving moral turpitude, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or
- (6) The business is not in compliance with all other applicable county ordinances;

The license official shall give written notice to the licensee or the person in control of the business within the county by personal service or certified mail that the license is suspended pending a hearing before county council for the purpose of determining whether the license should be revoked. The notice shall state the time and place at which the hearing is to be held, which shall be within 30 days from the date of

service of the notice. The notice shall contain a brief statement of the reasons for suspension and proposed revocation and a copy of the applicable provisions of this article.

### **Sec. 18-63. Appeals to county council.**

- (a) Any person aggrieved by a final assessment, or a denial of a business license under this article by the license official may appeal the decision to county council by written request stating the reasons therefor filed with the license official within ten days after the payment of the assessment under protest or notice of denial is received.
- (b) An appeal or a hearing on revocation shall be held by county council within 30 days after receipt of a request for appeal or service of notice of suspension at a regular or special meeting of which the applicant or licensee has been given written notice. At the hearing all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by county council shall govern the hearing. The county council shall by majority vote of members present, render a written decision based on findings of fact and the application of the standards in this article which shall be served upon all parties or their representatives and shall be final unless appealed to a court of competent jurisdiction within ten days after service
- (c) No person shall be subject to prosecution for doing business without a license until the expiration of ten days after written notice of denial or revocation which is not appealed or until after final judgment of court upholding denial or revocation.

### **Sec. 18-64. Confidentiality.**

Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prevent the identification of particular reports or returns.

### **Sec. 18-65. Classification rates and schedules.**

- (a) The license ~~fee tax~~ for each class of business shall be computed in accordance with the rates set forth in sections [18-66](#)—18-68 and ~~with the Standard Industrial Classification (SIC) Manual 1987 and the North American Industrial Classification System (NAICS), except that, in cases of conflict between the provisions of the SIC NAICS and this Code, the provisions of this Code shall prevail.~~
- (b) Unless otherwise specifically provided, all rates shall be doubled for businesses and itinerants having no fixed place of business within the county and triple for businesses located out of state.

### **Sec. 18-66. Class 8 rates.**

Each ~~SIC~~ NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, etc., which are deemed to be sufficient to require individually determined rates. Nonresident rates do not apply except where indicated.

[15, 16, 17 Contractors, construction, all types.](#) See the rate schedule in [section 18-68](#).

- (1) For nonresident contractors, the total ~~fee tax~~ for the full amount of the contract shall be paid prior to issuing a building permit or commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license ~~fee tax~~ per \$1,000.00 of the

contract amount shall be paid prior to commencement of new work. Only one base ~~fee~~ tax shall be paid in a calendar year. A trailer at the construction site, a home office or structure in which the contractor resides is not a permanent place of business under this article.

- (2) No contractor shall be issued a business license until all state and county qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job. In addition, each contractor shall furnish the license official with a list of all subcontractors furnishing labor or materials for each project.
- (3) Subcontractors shall be licensed on the same basis as general, prime or manager for the same job, and no deductions shall be made by a general or prime contractor or manager for value of work performed by subcontractors. General or prime contractors will be responsible and will pay for the business license of any subcontractor doing work on the project if the subcontractor is found to be operating without a county business license.
- (4) No contractor shall be issued a business license until all performance and indemnity bonds required by the county building code have been filed and approved. Zoning permits must be obtained when required by the county zoning ordinance codified in [Chapter 106](#)

*40 Railroad companies.* See S.C. Code 1976, § 12-23-210.

*41 Passenger transportation.* On gross income, rate class 7 plus each vehicle per year, \$25.00.

- (5) Permission to use streets required. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above or under any street or public place under control of the county any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the county council by ordinance which prescribes the term, fees and conditions for use.
- (6) Consent, franchise, or business license ~~fee~~ tax required. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be based on gross revenues derived from activities in the county, the length of lines installed in streets and public places, or other formula deemed appropriate by county council. No consent fee or franchise fee shall be construed to be in lieu of a business license ~~fee~~ tax based on gross revenue unless specifically provided by ordinance. Credits for business license ~~fees~~ tax paid may be applied to ~~fees~~ taxes set by ordinance granting consent or a franchise when specifically authorized by the ordinance.

*481 Telephone companies not using public streets under franchise or consent.* Establishments providing local or long distance telephone communications as described in ~~Standard Industrial Classification (SIC) group 481~~ and North American Industrial Classification System (NAICS) 5733, including voice and data communications; radio telephone services; cellular telephone services; paging and beeper services; leasing lines, fiber optic cables, microwave or satellite facilities; selling access and reselling use of facilities or methods to others, shall pay an annual business license ~~fee~~ tax of 0.3 percent of gross receipts from all communications activities conducted in the county and for communications services billed to customers located in the county on which a business license ~~fee~~ tax has not been paid to another municipality.

*4841 Television, cable or pay.* Basic fee, consent or franchise.

*491—493 Electrical and gas companies.* Consent or franchise.

*55 Automotive, motor vehicle dealers and farm machinery, retail.* See the rate schedule in [section 18-68](#).

- (1) One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

- (2) Gross receipts from this classification shall include full sales price without deduction for trade-ins.
- (3) Dealer transfers shall not be included in gross receipts.

5999 Promoter/coordinator of arts and crafts shows. See the rate schedule in [section 18-68](#).

5999	Promoter/Coordinator of Arts and Crafts Shows	Base Rate/Fee Tax	Incremental Rate per Thousand
	First \$5,000.00	\$50.00	
	Over \$5,000.00		\$0.49
	Plus, for each participating vendor	Class rates apply	

This shall be a special license issued only for special arts and crafts events sanctioned as such and be valid solely for the time period and the specific location stated thereon. This special license must be applied for and obtained before commencement of the event for which it is to be used.

It is the responsibility of the special events promoter or coordinator to ensure that all participating vendors are included in this special arts and crafts license.

Each participating vendor must be the creator of the art or craft which is to be sold. This includes any person who desires to engage in the business of offering for public sale flower arrangements or any hand-crafted item produced in the home. Goods purchased for sale or resale cannot be vended on this special license.

Inspections may be made on site during the sale.

Other merchants and vendors at such special events, not qualifying for this special license under arts and crafts, shall be required to obtain a regular business license.

Merchants and vendors now operating under valid licenses shall be allowed to operate on those licenses, incorporating such gross sales in the annual gross receipts to be reported on the succeeding year's application.

**63 Insurance companies.**

- (1) On gross premiums collected through offices or agents located in the county, wherever the risk is located in the county, or collected on policies written on property or risks located in the county, wherever the premiums are collected.
- (2) Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums or deposit.
- (3) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute doing business within the county whether or not an office is maintained therein. A premium collected on property or a risk located within the county shall be deemed to have been collected within the county.

631—632 *Life, health and accident insurance.* The rate is 0.75 percent of gross premiums. Declining rates shall not apply.

633—635 *Fire and casualty insurance.* The rate is two percent of gross premiums. Declining rates shall not apply.

636 *Title insurance.* The rate is two percent of gross premiums. Declining rates shall not apply.

6411 *Brokers for fire and casualty insurers.* The rate is two percent of gross premiums. Declining rates shall not apply. Nonadmitted: On gross premiums collected on policies of companies not licensed in the state, the broker shall collect and remit annually to the state association of counties, with a copy of the report required by the insurance commission showing the location of the risks insured. (Premiums for nonadmitted business are not included in broker's gross commissions for other business.)

Notwithstanding any other provision of this article, license ~~fees~~ taxes for insurance companies and brokers for nonadmitted insurers shall be payable on or before May 31 in each year without penalty. Pursuant to the S.C. Code 1976, § 5-7-300, the agreement with the state association of counties on file with the clerk for collection of current and delinquent license ~~fees~~ taxes from insurers and brokers is approved.

7993 *Amusement machines, (coin-operated (except gambling)).*

- (1) Music machines, juke boxes, kiddie rides, video games, pin tables with levers and other amusement machines with or without free play licensed pursuant to S.C. Code 1976, § 12-21-2720(A)(1) and (A)(2), Type I and Type II:
  - a. Operator of machine (S.C. Code 1976, § 12-21-2746) (For operation of all machines, not on gross income), \$12.50 per machine, plus \$12.50 business license.
  - b. Distributor selling or leasing machines. (Not licensed by the state as an operator pursuant to S.C. Code 1976, § 12-21-2728, see schedule in section [18-68](#) (nonresident rates apply)).

7993 *Amusement machines, coin-operated non-payout.* Amusement machines of the non-payout type or in-line pin game licensed by S.C. Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3) Type III

- a. Operator of machines (owner of business): \$180.00 per machine  
(S.C. Code § 12-21-2720(B)): plus \$12.50 business license
- b. Distributor selling or leasing machines, not licensed by the state as an operator pursuant to S.C. Code 1976, § 12-21-2728, see schedule in section [18-68](#). (Nonresident rates apply.)

7993 *Billiard, Pool Tables, Football Table, Bowling Lane Table.*

Measuring three and one-half [feet wide] × seven feet long: \$5.00

Tables longer than three and one-half [feet wide] × seven feet [long]: \$12.50

And Gross income of all business where located, the following rates apply:

First \$5,000.00 gross income: \$43.75

Over \$5,000.00: \$0.38/thousand

**Sec. 18-67. Rate classification index.**

The rate classification index for businesses licensed pursuant to this article shall be as follows:

NAICS	Rate Class 1 Business Group
47	Travel agencies
53	General merchandise stores
<a href="#">54</a>	Food stores
553—554	Automotive supply stores and gasoline service stations
56	Apparel and accessory stores
<a href="#">58</a>	Eating places
<a href="#">86</a>	Membership organizations

NAICS	Rate Class 2 Business Group
01	Agricultural production, crops
02	Agricultural production, animals
<a href="#">20</a>	Food and kindred products
22	Textile mill products
<a href="#">23</a>	Apparel and other finished products from fabrics and similar materials
<a href="#">25</a>	Furniture and fixtures
<a href="#">30</a>	Rubber and miscellaneous plastic products

31	Leather and leather products
32	Stone, clay, glass and concrete products
33	Primary metal industries
<a href="#">34</a>	Fabricated and metal products (except machinery and transportation equipment)
37	Transportation equipment
39	Miscellaneous manufacturing industries
<a href="#">50</a>	Wholesale trade, durable goods
51	Wholesale trade, nondurable goods
52	Building materials, hardware, garden supply and mobile home dealers
57	Furniture, home furnishings and equipment stores
<a href="#">70</a>	Hotels, roominghouses, camps and other lodging

SIC	Rate Class 3 Business Group
07	Agricultural service
<a href="#">24</a>	Lumber and wood products (except furniture)
<a href="#">26</a>	Paper and allied products
29	Petroleum refining and related industries
36	Electrical and electronic machinery, equipment and supplies
<a href="#">42</a>	Motor freight transportation and warehousing

44	Water transportation
45	Transportation by air
59	Miscellaneous retail (except vending machines, peddlers and pawnbrokers)
61	Credit agencies other than banks
75	Automotive repair, services and garages
<a href="#">78</a>	Motion pictures
79	Amusement and recreation services (except motion pictures, amusement machines and carnivals)
89	Miscellaneous services

NAICS	Rate Class 4 Business Group
27	Printing, publishing and allied products
28	Chemicals and allied products
35	Machinery, except electrical
48	Communication (except telephone)
76	Miscellaneous repair services

NAICS	Rate Class 5 Business Group
09	Fishing, hunting and trapping

14	Mining — Minerals
<a href="#">38</a>	Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
41	Local and suburban transit and interurban highway passenger transportation
<a href="#">62</a>	Security and commodity brokers, dealers — Exchanges and services
73	Business services

NAICS	Rate Class 6 Business Group
49	Sanitary services
72	Personal services

NAICS	Rate Class 7 Business Group
08	Forestry
10	Mining — Metals
<a href="#">21</a>	Tobacco manufacture
<a href="#">46</a>	Pipelines (except natural gas)
64	Insurance agents, brokers and service
65	Real estate
67	Holding and other investment offices

80	Health services
81	Legal services
<a href="#">82</a>	Educational services
83	Social services
87	Engineering, accounting, research, management and related services

NAICS	Rate Class 8 Business Group
<a href="#">15, 16,</a> 17	Contractors, construction, all types
40	Railroad companies
4121	Taxicabs
481	Telephone communication
491— 493	Electric and gas services
55	Automotive and motor vehicle dealers and farm machinery, retail (except auto supply store 553 and gasoline service stations 554)
5093	Junk and scrap dealers
5813	Drinking places (alcoholic beverages - License must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business)
5932	Pawnbrokers
5962	Vending machines (automatic merchandising)

5963	Peddlers, itinerant
63	Insurance companies
6411	Brokers for nonadmitted insurers
7993	Amusement machines, coin-operated
7999	Billiard or pool tables, all types
7999	Carnivals and circuses

**Sec. 18-68. Rate schedule.**

The fee tax schedule for businesses licensed pursuant to this article shall be as follows except where nonresident rates apply:

Business Class	Gross Revenue \$0—\$5,000 Minimum <u>Fee-Tax</u>	Rate per 1,000 or Fraction Thereof Over \$5,000 in Gross Revenue
Class 1	\$37.50	\$0.27
Class 2	43.75	0.38
Class 3	50.00	0.49
Class 4	56.25	0.60
Class 5	62.50	0.71
Class 6	68.75	0.82
Class 7	75.00	0.93
Class 8	43.75	0.38

### Alphabetical Business Classification Index

This index is not intended to be a complete listing of all types of businesses. It is an aid in finding classifications by common name and reference to the Standard Industrial Classification manual group number. All businesses not exempt by law which are in the major groups listed under each rate class are subject to a license ~~fee~~ tax whether found in the alphabetical index or not. The license official shall determine the proper classification of a business not listed.

Alphabetical Business Classification Index		
Name	NAICS	Class
Abattoirs	2011	2
Abstract land title or warranty companies	6541	7
Accounting and bookkeeping services	8721	7
Acupuncture - (except medical doctor)	8049	7
Administrative office	7389	5
Advertising agencies or agents	7311	5
Advertising novelties, signs, placards, etc.	7319	5
Air conditioning:		
Contractor	1711	8
Service and repair	7623	4
Aircraft:		
Retail	5599	8
Supplies - wholesale	5088	2
Service and repair	4581	3
Airport limousine service	4111	5

Alterations, clothing	7219	6
Ambulance service	4119	5
Amusement and recreation services	7999	3
Amusement machines, coin-operated	7993	8
Amusement parks	7996	3
Animal hospital	0742	3
Answering service	7399	5
Antenna - installation—except household	1799	8
Sales - household	5731	2
System - satellite, master	4841	4
Antiques - retail	5932	3
Apartment complexes or buildings rental	6513	7
Appliances household - repair	7629	4
Retail	5722	2
Appraisers, real estate	6531	7
Architects	8712	7
Armature rewinding shops	7694	4
Armored car services	7381	5
Art glass, dealers in	5999	3
Artificial flowers, dealers in	5999	3

Artists:		
Portrait	8999	3
Commercial	7336	5
Studios	8999	3
Supplies, retail	5999	3
Assignment, purchasers of accounts, factors	6153	3
Astrologers	Prohibited	
Athletic arena	7941	3
Athletic clubs:		
Admission charged	7991	3
Membership	7997	3
Attorneys	8111	7
Auction houses	5999	3
Auctioneers - regulated by state law		
Automatic sprinklers - installation	1711	8
Automobile:		
Accessories - retail	5531	1
Automatic car wash	7542	3
Body, paint and trim shop	7532	3
Club, membership	8699	1

Dealers new or used - retail	5511	8
Detailers	7542	3
Leasing - long-term	7515	3
Manufacturing	3711	2
Parts - new - wholesale	5013	2
Parts - new - retail	5531	1
Parts - used-wholesale/retail	5015	2
Rental	7514	3
Repairs and service	7538	3
Salvage or scrap	5093	2
Service station	5541	1
Tires, recapping	7534	3
Tires, wholesale	5014	2
Tires, retail	5531	1
Towing service	7549	3
Awning and tent:		
Makers	2394	2
Rentals	7359	5
Repair	7699	4
Bags, bagging and ties, dealers in	5113	2

Bail bondsman	7389	5
Bakery:		
Retail	5461	1
Wholesale	5149	2
Ballroom, leased or rented	7911	3
Barber:		
Schools	7241	6
Shops	7241	6
Supplies - wholesale	5087	2
Barrel and drum makers and dealers	5085	2
Bars - drinking places	5813	8
Baskets, boxes, crates, bags, etc., dealers	5113	2
Bath houses	7999	3
Bath, turkish, sauna or vapor	7299	6
Batteries:		
Manufacture	3692	3
Vehicle - retail or wholesale	5531	1
Bearings - wholesale	5085	2
Beauty:		
Schools	7231	6

Shops	7231	6
Supplies - wholesale	5087	2
Bed and breakfast inns	7011	2
Beeper service, radio pager	4812	8
Belting - wholesale	5085	2
Beverage coolers - wholesale	5087	2
Bicycle:		
Retail	5941	3
Rental	7999	3
Repair	7699	4
Supplies - wholesale	5091	2
Bill distributors, handbills	7319	5
Billboards, erection and lease	7312	5
Billiard or pool hall	7999	8
Bingo	7999	3
Blacksmith	7699	4
Blood bank	8099	7
Blueprinting	7334	5
Boarding house	7021	2
Boats - sightseeing operation	4489	3

Supplies and accessories - wholesale	5091	2
Supplies and accessories - retail	5551	8
Boatyards, storage, repair and rental	4499	3
Boiler:		
Installation	1711	8
Repair	7699	4
Wholesale	5074	2
Bolts and screws - wholesale	5072	2
Bondsman	7389	5
Book publisher	2731	4
Book store - retail	5942	3
Bookbinder	3555	4
Booking Agent, films	7829	3
Bootblack, bootblack stand	7251	6
Bottlers:		
Flavored milk	2087	2
Soft drinks	2086	2
Supplies - wholesale	5085	2
Bowling:		
Apparel and accessories	5699	1

Lane equipment and supplies	5941	3
Lanes and centers	7933	3
Box, manufacturing	2653	3
Boxing or wrestling matches	7941	3
Brick, agents for	5211	2
Brokers. See heading under type of broker		
Building construction - general contractors	1541	8
Building materials and supplies:		
Brick and stone		
Wholesale	5032	2
Construction materials		
Retail	5211	2
Wholesale	5039	2
Roofing, siding and insulation - wholesale	5033	2
Burglar alarms - installation only	1731	8
Sale and installation	7382	5
Bus, charter	4141	5
Bus and motor coach company	Franchise/NA	
Bus terminal	4173	5
Business broker, selling businesses	7389	5

Business college	8244	7
Business consultant	8748	7
Business forms, manufacturing	2759	4
Business forms - retail	5943	3
Business services, not elsewhere classified	7389	5
Cablevision	4841 Franchise	
Cabaret	5813	8
Cabinets:		
Custom order	5712	2
Manufacturing	2434	3
Cafeteria	5812	1
Camera and photo supplies:		
Repair shop	7699	4
Retail	5946	3
Wholesale	5043	2
Candy:		
Retail	5441	1
Wholesale	5145	2
Canvasser	5963	8
Car rental - short-term	7514	3

Car wash	7542	3
Carnival	7999	8
Carpenter	1751	8
Carpet:		
Cleaning	7217	6
Installation	1752	8
Retail	5713	2
Wholesale	5023	2
Carriage, horse drawn for hire	4789	1
Cater	5812	1
Cement manufacture (chemical adhesives)	2891	4
Cement products (see Concrete)		
Cemetery:		
Agent or sales of sites	6553	7
Caretaker	0782	3
Charcoal, producers	2861	4
Chauffeur and limousine tour services	4119	5
Cheese, manufacturer or processor	2022	2
Chemical and allied products, manufacture	2819	4
Chimney cleaner	7349	5

Chiropractor	8041	7
Christmas tree sales	5241	2
Cigarettes, cigars, tobacco:		
Manufacture	<a href="#">21</a>	7
Retail	5993	3
Wholesale	5194	2
Circus	7999	8
Claim adjustment agent or agency	6411	7
Clay, stone and glass products, manufacture	3200	2
Clipping service, press	8999	3
Clothing:		
Retail	5651	1
Secondhand dealer	5932	3
Wholesale	5130	2
Coal, wood or coke:		
Retail	5989	3
Wholesale	5052	2
Coffee or tea store - retail	5499	1
Coffee roasters and wholesale coffee dealers	5149	2
Coin shop - retail	5999	3

Cold storage warehouse	4222	3
Collection and claim agency	7322	5
Compact discs music-retail	5735	2
Computer:		
Consultant	7379	5
Internet provider	7375	5
Operator training	8243	7
Repairs	7378	4
Service (not repairs)	7371—7379	5
Stores - retail	5734	2
Concession stands	5963	8
Concrete:		
Manufacture (paving)	2951	3
Manufacture, ready-mixed, wholesale	3273	2
Manufacture, dry ready-mix, wholesale	3272	2
Mixtures and products-retail	5211	2
Wholesale	5032	2
Consultant, business	8748	7
Contractors, construction - all types:	15,16,17	8
Carpentry	1751	

Commercial and industrial building	154	
Concrete	1771	
Drywall	1742	
Electrical	1731	
Flooring	1752	
General contractors, residential and commercial	15	
Grading/excavating	1794	
Heavy construction other than residential	<a href="#">16</a>	
Masonry	1741	
Painting and paper hanging	1721	
Plastering, dry wall, acoustical, and insulation	1742	
Plumbing, heating and air-conditioning	1711	
Residential building	152	
Roofing, siding and sheet metal	1761	
Signs, erecting	1799	
Special trade contractors	<a href="#">17</a>	
Tile, terrazzo, marble	1743	
Convalescent home	8052	7
Convenience store - primarily gasoline and limited food-retail	5541	1
Convention promoter or decorator	7389	5

Cosmetics:		
Manufacture	2844	4
Retail	5999	3
Wholesale	5122	2
Cotton brokers	6221	5
Cotton presses and warehouses	4221	3
Cotton mill	2211	2
Courier services	4215	3
Court reporting services	7338	2
Cracker manufacture	2051	2
Craft shops	5945	3
Crafters (peddlers)	5963	8
Credit reporting agency	7323	5
Dairy:		
Products - retail	5451	1
Products - wholesale	5143	2
Supplies - wholesale	5084	2
Dance hall	7911	3
Dancing school	7911	3
Data processing:		

Service	7379	5
Systems, supplies and equipment	7372	5
Day care:		
Adult and handicapped	8322	7
Child	8351	7
Decorator, interior	7389	5
Delicatessen	5411	1
Delivery service:		
Local trucking without storage	4212	3
Messenger/courier (except air)	4215	3
Dental equipment and supplies - wholesale	5086	2
Dental laboratory	8072	7
Dentist	8021	7
Department store	5311	1
Design of machinery	8712	7
Detective service	7381	5
Diaper service	7219	6
Directory - telephone - distribution	7389	5
Dog kennel or grooming	0752	3
Dressmaker for retail trade	5699	1

Drinking place - alcoholic	5813	8
Driver training school	8299	7
Drugs - store:		
Retail	5912	3
Wholesale	5122	2
Dry cleaning:		
Coin-operated	7215	6
Retail or agents	7212	6
Wholesale	7219	6
Dry goods:		
Retail	5399	1
Wholesale	5131	2
Dyeing and finishing textiles	2269	2
Eating places	5812	1
Electric appliances and supplies:		
Repair	7629	4
Retail	5722	2
Wholesale	5064	2
Electric power company	4900	8
Electrical contractor	1731	8

Electrical machinery - manufacture	3600	3
Electronics, consumer - retail	5731	2
Elevator dealer - wholesale	5084	2
Elevator maintenance	7699	4
Employment agency	7361	5
Engineering services	8711	7
Engraving, metal	3479	2
Entertainment	7929	3
Equipment rental - construction	7353	5
Escort service	7299	6
Explosives - wholesale	5169	2
Exterminators	7342	5
Excavation work	1794	8
Fabrics - retail	5949	3
Factors	6153	3
Farm and industrial machinery - wholesale	5080	2
Farm machinery - retail	5599	8
Fertilizer:		
Manufacture	2874	4
Retail	5261	2

Wholesale	5191	2
Field warehousing	7389	5
Film:		
Developers for general public	7384	5
Developers for movies and TV	7819	3
Distributor	7822	3
Finance company	6141	3
Fire and security services	7382	5
Fireworks:		
Retail + \$50.00 state license required +	5999	3
Wholesale	5092	2
Fish and seafood:		
Retail	5421	1
Wholesale	5146	2
Fisheries	0912	5
Fishermen's equipment - retail	5941	3
Fixtures and furniture - manufacture	2500	2
Flea market operator	7389	5
Floor covering:		
Contractor	1752	8

Retail	5713	2
Wholesale	5023	2
Florist:		
Retail	5992	3
Wholesale	5193	2
Flour - wholesale	5149	2
Flowers, real or artificial:		
Retail	5992	3
Wholesale	5193	2
Food:		
Broker	5141	2
Retail, not consumed on-premises	5411	1
Wholesale	5141	2
Food service equipment - sale and installation	1799	8
Fortune telling	Prohibited	
Foundry	3300	2
Freight forwarder	4731	1
Fruit and produce:		
Harvesting by machine	0722	3
Retail	5431	1

Wholesale	5148	2
Fuel oil:		
Retail	5983	3
Wholesale	5172	2
Funeral home, mortician, crematory	7261	6
Fur, clothing - retail	5632	1
Furnace:		
Retail	5075	2
Wholesale	5075	2
Heating contractor	1711	8
Furniture:		
Repair, refinishing, upholstering	7641	4
Retail	5712	2
Secondhand	5932	3
Wholesale	5021	2
Manufacture	2500	2
Garage, auto repairs	7538	3
Garbage service, collection and disposal	4953	6
Garbage, collection with disposal	4212	3
Garment pressing, alteration	7212	6

Gas:		
Liquefied petroleum and equipment	5984	3
Natural gas company	4900	8
Gasoline/Service station:		
Retail	5541	1
Wholesale	5172	2
Gift shop	5947	3
Glass:		
Motor vehicles sale and installation	7536	3
Products, manufacture	3200	2
Retail	5231	2
Golf:		
Courses (including miniature)	7992	3
Sporting goods - retail	5941	3
Grain:		
Broker (commodity)	6221	5
Dealer - wholesale or retail	5153	2
Elevator	4221	3
Gravel:		
Retail	5211	2

Wholesale	5032	2
Greeting cards - retail	5947	3
Grocers:		
Retail	5411	1
Wholesale	5141	2
Guards, security	7381	5
Guns:		
Retail or dealer	5941	3
Wholesale	5091	2
Gunsmith	7699	4
Hair grooming	7231-7241	6
Hardware:		
Retail	5251	2
Wholesale	5072	2
Hats:		
Retail	5611	1
Wholesale	5136	2
Hazardous waste storage, disposal or transportation	4953	6
Health:		
Club	7991	3

Food store	5499	1
Health services, HMO	8010	7
Health services, medical service plans (insurance)	6324	8
Home health care services	8082	7
Hearing aids - retail	5999	3
Heating contractor	1711	8
Hemstitching and pleating	7219	6
Hi-fi and stereo, retail	5731	2
Hobby shop	5945	3
Holding companies	6700	7
Home repairs (certification required)	1521	8
Horticulturist	0781	3
Hose, industrial - wholesale	5085	2
Hosiery:		
Mill	2200	2
Retail	5632	1
Wholesale	5137	2
Hospital:		
Animal	0742	3
General medical and surgical	8062	7

Psychiatric	8063	7
Specialty	8069	7
Hotel	7011	2
Hotel supplies, wholesale	5046	2
House mover, wrecker	1799	8
Ice dealer:		
Retail	5999	3
Manufacture	2097	2
Ice cream:		
Manufacture	2024	2
Retail dairy products	5451	1
Shop or stand	5812	1
Wholesale	5143	2
Industrial chemicals - wholesale	5169	2
Industrial and farm machinery and equipment	5080	2
Inn, food and lodging	7011	2
Insulation contractor	1742	8
Insurance - adjuster	6411	7
Agent, broker (see 8 for nonadmitted), solicitor	6411	7
Broker for nonadmitted insurer	6411	8

Company, fire and casualty	633—635	8
Company, life and health	631—632	8
Company, title and others not elsewhere classified	636—639	8
Consultant or engineer	6411	7
Interior decorator	7389	5
Internet:		
Provider, information retrieval	7375	5
E-Mail (electronic mail service only)	4822	4
Investment counselor	6282	5
Investment firm, general brokerage	6211	5
Iron and steel, semi-finished items - wholesale	5051	2
Janitor or housekeeping service	7349	5
Janitor supplies - wholesale	5087	2
Jewelry:		
Repair	7631	4
Retail	5944	3
Wholesale	5094	2
Junk dealer - wholesale	5093	8
Karate school	7999	3
Kennel	0752	3

Kerosene and fuel oil, heating:		
Retail	5983	3
Wholesale	5172	2
Kindergarten	8211	7
Kitchen designers and contractors	1521	8
Knitting mill - textile manufacture	2253	2
Laboratory, testing, commercial	8734	7
Lamps:		
Retail	5719	2
Wholesale	5023	2
Land title or abstract company	6361	1
Landfill, solid waste	4953	6
Landscape service	0781	3
Lapidary:		
Retail shop	5999	3
Supplies and equipment - wholesale	5085	2
Laundries	7215	6
Laundry agent or pickup station	7211	6
Lawn care service	0782	3
Lawnmowers:		

Repair	7699	4
Retail	5261	2
Wholesale	5083	2
Leased equipment, not otherwise listed	7359	5
Leasing company, vehicles, and non-expendable equipment	7510	3
Leather goods, retail	5948	3
Leather and products, manufacture	3111	2
Legal services, attorney	8111	7
Libraries, lending and depositories in stores	8231	7
Limousine service	4111	5
Linen service	7213	6
Livestock dealer and services	0751	3
Locker rental, cold storage of food	4222	3
Locksmith	7699	4
Lodging and roominghouses	7021	2
Luggage - retail	5948	3
Lumber:		
Manufacture	2400	3
Retail	5211	2
Machine shop	3599	4

Magazine, sales or subscriptions, door-to-door	5963	8
Mail order business	5961	3
Management consultant	8742	7
Manicurist	7231	6
Manufactured home (See mobile home)		
Manufacturing:		
Apparel	2300	2
Chemicals and allied products	2800	4
Clay, stone and glass products	3200	2
Computer equipment	3500	4
Electrical machinery, equipment, supplies	3600	3
Furniture and fixtures	2500	2
Leather and leather products	3100	2
Lumber	2400	3
Machinery - industrial, commercial, computer	3500	4
Medicine	2833	4
Metals, primary	3300	2
Metal products	3400	2
Miscellaneous manufacturing (not listed)	3900	2
Paper and allied products	2600	3

Petroleum refining and related	2900	3
Rubber and miscellaneous products	3000	2
Soap	2841	4
Textile mill products	2200	2
Tobacco products	2100	7
Transportation equipment	3700	2
Manufacturing not otherwise listed	3900	2
Marble, building - cut and shape	3281	2
Marble, granite and other stone yards	5032	2
Marina	4493	3
Massage	7299	6
Mattress:		
Manufacture	2515	2
Retail	5712	2
Meat processing	2013	2
Meat:		
Retail market	5421	1
Wholesale	5147	2
Medical and health services	8000	7
Medical, dental, hospital equipment and supplies - wholesale	5047	2

Medicine - manufacture	2833	4
Men's and boys wearing apparel - retail	5611	1
Messenger service	4215	3
Metal jobber - wholesale	5051	2
Metal products, manufacture	3400	2
Milk:		
Retail	5451	1
Wholesale	5143	2
Millinery:		
Retail	5632	1
Wholesale	5137	2
Mining:		
Metals	1000	7
Minerals	1400	5
Miscellaneous business services, not listed	8999	3
Mobile home:		
Sites, rental	6515	7
Repairs	7699	4
Retail	5271	2
Money lender - industrial loans, finance company (not banks)	6141	3

Monuments - retail	5999	3
Mortgage broker	6163	3
Motel	7011	2
Motion picture:		
Film agent	7829	3
Operator	7832	3
Supply house	5043	2
Theater and drive-in	7833	3
Motor freight line	4231	3
Motor vehicle driver training school	8299	7
Motorcycles:		
Dealer or agent	5571	8
Parts and accessories	5531	1
Rental	7999	3
Repairs	7699	4
Motor vehicle dealer - retail	551-552	8
Motors, outboard - retail	5551	8
Movers, trucking and storage	4214	3
Multigraphing or photocopying	7334	5
Music - sheet music and musical instruments:		

Retail	5736	2
School	8299	7
Tapes and compact discs - retail	5735	2
Teachers and educational services	8299	7
Wire transmitted, systems	7389	5
Musicians - entertainers	7929	3
Natatorium or swimming pool	7999	3
Neckwear - retail	5611	1
News syndicate	7383	5
Newspaper:		
Advertising	7311	5
Publishing	2711	4
Retail	5994	3
Wholesale	5192	2
Newsstand	5994	3
Nightclub	5813	8
Notions, novelties:		
Retail	5947	3
Nursery, day	8351	7
Nursery or horticulturist	5261	2

Nurses registry	7361	5
Nursing home:		
Skilled care	8051	7
Intermediate care	8052	7
Assisted living with health care	8053	7
Office building, rental	6531	7
Office building, rental agent	6531	7
Office furniture:		
Rental	7359	5
Retail	5999	3
Wholesale	5021	2
Office machines:		
Rental	7359	5
Retail	5999	3
Service and repair	7629	4
Wholesale	5044	2
Office supplies:		
Retail	5999	3
Wholesale	5112	2
Oil, fuel only:		

Retail	5983	3
Wholesale	5172	2
Ophthalmic goods - wholesale	5048	2
Optical goods:		
Retail	5995	3
Wholesale	5048	2
Optometrist	8042	7
Osteopathic, physicians and clinics	8031	7
Packing house, cold storage	4222	3
Paging service, electronic	4812	8
Paint:		
Manufacture	2851	4
Retail	5231	2
Wholesale	5198	2
Contractor/wallpaper hangers	1721	8
Paper and allied products:		
Manufacture	2621	3
Retail	5943	3
Wholesale	5113	2
Parcel delivery company	4215	3

Parking lots and garages	7521	3
Parking spaces, trailer park	6515	7
Party shop	5411	1
Pawnbrokers, (South Carolina Certificate of Authority and Precious Metals Permit required)	5932	8
Peanut and popcorn stands	5441	1
Peddlers, all types	5963	8
Personal holding company	6719	7
Personal services, miscellaneous	7299	6
Personnel supply services	7361	5
Personnel, management consultants	8742	7
Pest control - exterminators	7342	5
Pet:		
Grooming, kennel, boarding, training	0752	3
Shop	5999	3
Pharmacy	5912	3
Photocopying	7334	5
Photograph developing and retouching	7384	5
Photographer:		
Commercial	7335	5
Portraits	7221	6

Photo supply store - retail	5946	3
Physical fitness center	7991	3
Physician	8011	7
Piano tuner	7699	4
Pianos - retail	5736	2
Pictures or picture frames - retail	5999	3
Plating, silver etc.	3471	2
Plumbing:		
Contractor	1711	8
Supplies and equipment		
Retail	5211	2
Wholesale	5074	2
Pool cleaning	7349	5
Polygraph service	7381	5
Printing or duplicating, all types	2700	4
Produce - retail and wholesale	5141	2
Promoters, sports and entertainment	7941	3
Protective services, security	7381	5
Public relations	8743	7
Publisher	2731	4

Pulpwood yards, wholesale	5099	2
Pumps:		
Retail	5999	3
Wholesale	5084	2
Radiator repairs	7539	3
Radio and TV:		
Retail	5731	2
Rental or lease	7359	5
Repairs	7622	4
Stations	4832	4
Supplies, parts, wholesale	5065	2
Railroad company	4000	8
Real estate:		
Operator, lessors with more than one dwelling unit	651	7
Agent broker, realtor, manager	6531	7
Developer, subdivider	6552	7
Recreation center	7999	3
Recreation vehicle dealer - retail	5561	8
Refrigerators:		
Retail	5722	2

Wholesale	5064	2
Rehabilitation house, after care	8081	7
Rental property income (more than one dwelling unit)	6514	7
Rental service, miscellaneous, not listed	7359	5
Repair services, miscellaneous	7699	4
Reporter, stenographer, fee or commission	7338	5
Repossession service	7389	5
Representative, business	7389	5
Residential care - home	8361	7
Restaurant (without alcohol)	5812	1
Retail trade:		
Apparel and accessories	5699	1
Building materials, hardware, farm equipment, etc.	5200	2
Food	5411	1
Furniture, home equipment	5712	2
General merchandise	5399	1
Miscellaneous, not listed	5999	3
Retirement center	8361	7
Riding school, academy	7999	3
Roofing:		

Contractor	1761	8
Manufacture	2952	3
Retail	5211	2
Wholesale	5033	2
Rooming house	7021	2
Rubber-related products - manufacture	3069	2
Stamps - manufacture	3999	2
Stamps - retail	5999	3
Rug cleaning	7217	6
Rugs and carpets - retail	5713	2
Safes - dealer or agent	5044	2
Sales, door-to-door or by telephone	5963	8
Sales engineer	7389	5
Sales office. See heading under product		
Sales promotion	7389	5
Sand:		
Retail	5211	2
Wholesale	5032	2
Sandwiches:		
Manufacture and wholesale	5149	2

Retail	5812	1
Sanitarium	8051	7
Satellite antenna - sales and installation - household	5731	2
Satellite master antenna systems - services	4841	4
Sausage factory	2013	2
Saw mill, planing mill	2421	3
Saws - wholesale	5072	2
Scales:		
Retail	5999	3
Wholesale	5046	2
School:		
Acting	8299	7
Dance	7911	3
Educational or vocational	8200	7
Supplies and books - retail	5943	3
Supplies and desks - wholesale	5021	2
Scrap Yards - wholesale	5093	8
Screens, doors, windows:		
Manufacture	2431	3
Retail	5211	2

Wholesale	5051	2
Secondhand goods, all types	5932	3
Secretarial service	7338	5
Security and guard services	7381	5
Seeds - retail	5261	2
Sewer pipe - wholesale	5032	2
Sewing machines:		
Manufacture	3634	3
Retail	5722	2
Wholesale	5064	2
Shipyards	3731	2
Shirts, manufacture	2326	2
Shoes:		
Repair	7251	6
Retail	5661	1
Wholesale	5139	2
Shooting gallery	7999	3
Shopping centers leasing	6512	1
Shopping service for individuals	7299	6
Shuffleboards	7999	3

Sightseeing buses	4141	5
Sign painter	7389	5
Signs, erecting	1799	8
Silver and gold dealers - retail	5944	3
Skating rink - ice or rollerskate	7999	3
Soap:		
Manufacture	2841	4
Wholesale	5122	2
Soda fountain	5812	1
Soda fountain supplies - wholesale	5145	2
Soda water - wholesale	5145	2
Soft drinks - wholesale	5145	2
Soft drink stands - retail	5812	1
Solicitor (see peddler)	5963	8
Spa - health club	7991	3
Sporting goods:		
Retail	5941	3
Wholesale	5091	2
Stable, feed, boarding or sales	7999	3
Stamp shop - retail (philatelist)	5999	3

Stationery, including books	5943	3
Statuary - retail	5999	3
Steam, heating and cooling contractor	1711	8
Stenographer, fee or commission	7338	5
Stevedoring	4491	3
Stock broker or dealer	6211	5
Stone, clay, glass products - manufacture	3299	2
Stoves:		
Repair	7699	4
Retail	5722	2
Wholesale	5064	2
Manufacture	3631	3
Sugar - wholesale	5149	2
Surgical instruments - wholesale	5047	2
Surveyor	8713	7
Sweeping service, road, bridges, etc.	4959	6
Swimming pool contractor	1799	8
Tailor, custom - retail	5699	1
Tailor shop - repair	7219	6
Talent agent	7399	5

Tanning salon	7299	6
Tape recorders - retail	5731	2
Tapes, music - retail	5735	2
Tavern	5813	8
Tax service	7291	6
Taxi cab	4121	7
Taxidermist	7699	4
Tea, coffee - retail	5499	1
Telegraph or signal company agent	4822	4
Telephone:		
Answering service	7389	5
Beeper service, radio pager	4812	8
Billing services	7389	5
Communication services (based on gross receipts billed to customers within the county)	4811	8
Company	481	8
Directories, distribution	7389	5
Equipment leasing	7359	5
Equipment sales - retail	5999	3
Installation	1731	8
Maintenance	7629	4

Paging service, electronic	4812	8
Pay phones, public	7389	5
Solicitation service	7389	5
Television:		
Broadcast station	4833	4
Closed circuit system	4841	4
CATV	Franchise	
Pay TV	Franchise	
Television and VCR:		
Rent or lease	7359	5
Repair	7622	4
Tape rental	7841	3
Temporary employment agency	7363	5
Tents:		
Manufacture	2394	2
Repair	7699	4
Retail	5999	3
Textile Mill, fiber, fabric or goods production, dyeing, finishing, printing	2200	2
Theater:		
Motion picture	7832	3

Stage	7922	3
Theatrical or night club act, agent	7922	3
Ticket agent, bureau	7922	3
Tile:		
Contractor	1743	8
Manufacture	3253	2
Retail	5211	2
Wholesale	5032	2
Tin and metal shop, repair only	7699	4
Tires, recapping	7534	3
Tobacco products:		
Manufacture	<a href="#">21</a>	7
Retail	5993	3
Wholesale	5194	2
Tour buses	4141	5
Tourist guides	7999	3
Towel service and rental - uniforms, rags, etc.	7213	6
Toys:		
Retail	5945	3
Wholesale	5092	2

Tractors. See industrial and farm machinery		
Trade shows:		
Promoters	7389	5
Sales (see peddlers)	5963	8
Trading stamps, dealers or companies	7389	5
Trailer parks	6515	7
Transportation - Equipment - manufacture	3799	2
Freight agent, broker	4731	1
Mobile unit handicapped, nursing care	4119	5
Travel - agency, bureau - domestic and foreign	4724	1
Ticket office not operated by transportation company	4729	1
Tour operator	4725	1
Tree trimming, arborist	0783	3
Trophy shop	5999	3
Truck and auto rental or leasing	7513	3
Trucking or hauling, local (without storage)	4212	3
Trusses, dealers	5999	3
Tuxedo rental	7299	6
Typesetting	2791	4
Typewriters and office machines:		

Retail	5999	3
Wholesale	5044	2
Typing service	7338	5
Uniform rental	7299	6
Uniform supply service	7213	6
Upholstery shop	7641	4
Vacuum cleaners:		
Retail	5722	2
Wholesale	5064	2
Variety store	5331	1
Vehicles. See heading under type		
Vending machines:		
Sale of products	5962	8
Wholesale	5046	2
Veterinarian	0742	3
Video poker, coin-operated machines	7993	8
Video tape:		
Rental	7841	3
Sales - retail	5735	2
Vinyl siding - installation	1761	8

Wall paper:		
Retail	5231	2
Wholesale	5198	2
Warehouse and storage	4225	3
Washing cars	7542	3
Washing machines - retail	5722	2
Waste paper and rags - wholesale	5093	2
Watchmaker - repairs	7631	4
Water or steam hose - wholesale	5085	2
Water transportation services	4400	3
Waterbeds retail	5712	2
Weather stripping:		
Installation	1799	8
Retail	5211	2
Weight control - reducing facilities	7991	2
Welding shop	7692	4
Welding supplies - wholesale	5085	2
Wholesalers - not otherwise listed:		
Durable goods	5099	2
Nondurable goods	5199	2

Wigs:		
Retail	5699	1
Wholesale	5199	2
Window cleaning service	7349	5
Women's wearing apparel, retail	5611	1
Wood sawyer, sawing wood by machinery	2421	3
Woodenware - retail	5999	3
Woolen mill	2282-4	2
Wrecker, towing service	7549	3
Wrecking buildings	1795	8
X-ray laboratories	8071	7
X-ray machines - wholesale	5047	2
Yacht basins - operation	4493	3
Yacht clubs	7997	3
Yacht sales	5551	8
Yard cleaning	0782	3
Yard goods:		
Retail	5949	3
Wholesale	5131	2
Yarn:		

Manufacture	2281	2
Retail	5949	3
Yogurt:		
Manufacture	2024	2
Retail shop, stand	5812	1
Wholesale	5143	2

**Sec. 18-69. Lawful employment Interstate Commerce.**

~~(1) Definitions.~~

~~(a) When used in this section, the following words, terms and phrases shall have the meanings ascribed to them herein and shall be construed so as to be consistent with state and federal law, including federal immigration law;~~

- ~~1. *Business* and *business entity* shall have the same meaning as provided in Beaufort County Code [section 18-47](#)~~
- ~~2. *County* means the County of Beaufort, South Carolina.~~
- ~~3. *Employee* shall have the same meaning as in 8 C.F.R. § 274a.1(f).~~
- ~~4. *Employment* shall have the same meaning as in 8 C.F.R. § 274a.1(h).~~
- ~~5. *Independent contractor* shall have the same meaning as in 8 C.F.R. § 274a.1(j).~~
- ~~6. *Licensee* means both applicants for and current holders of Beaufort County business licenses.~~
- ~~7. *Unauthorized alien* shall have the same meaning as 8 U.S.C. § 1324(h)(3). The county shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the county has verified with the federal government, pursuant to United States Code Title 8, subsection 1373(c), the person's authorization to work.~~

~~(2) Information, education and assistance.~~

~~(a) Employment of unauthorized aliens is unlawful.~~

- ~~1. Pursuant to 8 U.S.C. § 1324a, it is unlawful for a person or other entity to recruit, hire, or continue to hire any person who is an unauthorized alien for employment in the United States.~~
- ~~2. Every business or person that applies for a business license to engage in any type of work in the county shall attest under penalty of perjury, on a form designated by the county, that the licensee does not knowingly utilize the services of, engage or hire any person who is an unauthorized alien.~~
- ~~3. Upon request, the county will provide a business license applicant or licensee with information pertaining to the requirements of federal law regarding the unlawful employment of unauthorized aliens and unfair immigration-related employment practices.~~

~~(b) *Unlawful discrimination.*~~

- ~~1. The Federal Immigration and Nationality Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended, the South Carolina Human Affairs Law, as amended, the South Carolina Unfair Trade Practices Act, as amended, among other federal and state laws and regulations prohibit employment discrimination.~~
- ~~2. Employers must treat all employees uniformly when completing employment eligibility verification documents. Employers may not set different employment eligibility verification standards for different groups of employees.~~
- ~~3. An allegation of discrimination may be filed by an individual who believes he or she is the victim of employment discrimination by contacting the appropriate state and federal agencies. The Beaufort County Business License Department provides a list of state and federal agencies authorized to accept and investigate complaints alleging employment discrimination.~~

~~(3) *Enforcement.*~~

~~(a) *[Business license division to enforce.]* The County of Beaufort Business License Division shall enforce the requirements of this section.~~

~~(b) *Investigation.*~~

- ~~1. An investigation will commence if an inspection or audit performed pursuant to Beaufort County Code [section 18-57](#) shows that the licensee does not meet the documentation requirements contained in 8 U.S.C. § 1324a for persons employed in Beaufort County. However, pursuant to the notice requirements provided by federal law, licensees shall be allowed three days to produce employment verification documents required under 8 C.F.R. § 274a(b)(2)(ii).~~
- ~~2. If the licensee fails to produce the required documentation to the business license division, the business licensing division will commence an enforcement action against the licensee.~~
- ~~3. If upon production and review of the required documentation, the business license division obtains verification information pursuant to 8 U.S.C. § 1373 evidencing the licensee's employment of an unauthorized alien, the business license division will notify the licensee.~~

~~(c) *Notice.*~~

- ~~1. Upon the commencement of an enforcement action, the business license division shall provide the licensee with written notice of the findings and notice of further action including, but not limited to, possible suspension of the licensee's business license under Beaufort County Code [section 18-62](#)~~
- ~~2. Notice shall be sent to the licensee by United States mail.~~

~~(d) *Additional information.*~~

- ~~1. Upon receipt of notice of the enforcement action, the licensee may submit to the business license division any additional documentation to support that the alleged unauthorized alien is authorized to work in the United States.~~
- ~~2. Licensee shall file all additional documentation with the division within 15 business days from the date of notice, unless an extension up to 45 working days is requested and granted. During this period, the licensee's business license shall remain unaltered.~~

~~(e) *Suspension of license.*~~

- ~~1. If upon the expiration of the period referred to in subsection (3)(d)2., the licensee fails to provide additional documentation or if the license official finds the additional documentation does not meet the requirements of 8 U.S.C. § 1324a, the licensee shall be subject to license suspension as provided in Beaufort County Code [section 18-62](#)~~

~~2. However, the licensee's license shall not be subject to suspension or revocation if licensee produces evidence of compliance with the safe harbor provision under 8 U.S.C. § 1324a(a)(3).~~

~~(f) Appeal. Appeal of the business license division's findings and the suspension of a license is available as provided under Beaufort County Code [section 18-63](#)~~

~~(4) Applicability and effective date.~~

~~(a) This section shall become effective on January 1, 2008.~~

~~(b) The business license division is authorized to adopt guidelines, policies and procedures to implement this section.~~

Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license ~~fee~~ tax.

### **Sec. 18-70. Applicability and effective date.**

(a) This article shall become effective on January 1, 2011.

(b) The business license department is authorized to adopt guidelines, policies and procedures to implement this article.

### **Sec. 18-71. Severability.**

If any part of the ordinance [codified in this article] is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the county council of Beaufort County, South Carolina, to pass this Ordinance No. 2014/\_\_\_ without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance No. 2014/\_\_\_ shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance No. 2014/\_\_\_ or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

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: April 14, 2014  
Second Reading:  
Public Hearing:  
Third and Final Reading:



**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.** A stormwater management plan prepared by Kimley-Horn and Associates, Inc., dated April 2014 and attached hereto as Exhibit “G” and made a part hereof (the “Stormwater Management Plan”), has been submitted to the County. The Beaufort County Storm Water Utility Manager has reviewed the Stormwater Management Plan to determine compliance with the March 2012 Beaufort County Manual for Stormwater Best Management and Design Practices (the “BMP Manual”), and has determined that the Stormwater Management Plan meets the BMP Manual requirements for peak run-off (2, 10, 25 and 50-year storm events), pollutant removal (phosphorus, nitrogen and fecal coliform bacteria), and stormwater volume reduction (95<sup>th</sup> percentile storm event). Further, that through the use of primary and secondary best management practices (engineered solutions) for stormwater volume reduction, an effective impervious area ratio of 0% is assumed. Accordingly, so long as the Stormwater Management Plan meets or exceeds the findings set forth in this Article XI H., it shall be approved.

**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 “H” 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]*





**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:

<b><u>Percent of Completed Development</u></b>	<b><u>Date*</u></b>
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"**

**Stormwater Management Plan**



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.]*







**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:

**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.

**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 ratio described in~~ A stormwater management plan prepared by Kimley-Horn and Associates, Inc., dated April 2014 and attached hereto as Exhibit "G" and made a part

hereof (the “Stormwater Management Plan”), has been submitted to the County. The Beaufort County Storm Water Utility Manager has reviewed the Stormwater Management Plan to determine compliance with the March 2012 Beaufort County Manual for Stormwater Best Management and Design Practices (the “BMP Manual”)-in the stormwater management plan prepared for the permitting and the Development of the Property (the “Stormwater Management Plan”). Furthermore, so long as, and has determined that the Stormwater Management Plan meets peak attenuation, total volume control, and water quality for the pollutants of the BMP Manual requirements for peak run-off (2, 10, 25 and 50-year storm events), pollutant removal (phosphorus, nitrogen and fecal coliform bacteria requirements of the BMP Manual, as determined by the County engineer, the goal to achieve a maximum of ten percent (10%) overall), and stormwater volume reduction (95<sup>th</sup> percentile storm event). Further, that through the use of primary and secondary best management practices (engineered solutions) for stormwater volume reduction, an effective impervious area ratio set forth in the BMP Manual shall be increased to fourteen and one half percent (14.5%) because of 0% is assumed. Accordingly, so long as the Stormwater Management Plan provides a design that provides that post-development runoff shall be equal to or less than pre-development conditions meets or exceeds the findings set forth in this Article XI H., it shall be approved.

- 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.**

### **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.

### **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.

**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.

**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.

**Exhibits.**

All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**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 “GH” 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.

**Assignment.**

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

**Governing Law.**

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

**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.

**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.

**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.

**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.

**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.**

**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)



## 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 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:

<b><u>Percent of Completed Development</u></b>	<b><u>Date*</u></b>
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"**

**Stormwater Management Plan**



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.]*





Document comparison by Workshare Professional on Friday, April 25, 2014 1:06:48 PM

Input:	
Document 1 ID	PowerDocs://HILTONHEAD/789999/13
Description	HILTONHEAD-#789999-v13-Jaz_Development,_LLC/Jaz_278,_LLC_-_Bluffton_Gateway_Commercial_Development_Agreement_w/Beaufort_County
Document 2 ID	PowerDocs://HILTONHEAD/789999/14
Description	HILTONHEAD-#789999-v14-Jaz_Development,_LLC/Jaz_278,_LLC_-_Bluffton_Gateway_Commercial_Development_Agreement_w/Beaufort_County
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	18
Deletions	17
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	41

**A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA,  
AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT WITH THE  
COMMUNITY FOUNDATION OF THE LOWCOUNTRY FOR THE  
ACQUISITION OF THE “SAIL” SCULPTURE.**

**WHEREAS**, the Community Foundation of the Lowcountry (hereinafter called “Foundation”) created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm within the Town of Hilton Head Island and includes the Hilton Head Island Airport (hereinafter called (“Airport”), and;

**WHEREAS**, the Foundation acquired a sculpture entitled “Sail” (hereinafter “Artwork”) on [DATE], and;

**WHEREAS**, the County acknowledges the value of public art and has committed to support art in the public realm, and;

**WHEREAS**, the Foundation wishes to maximize public enjoyment and appreciation of the Artwork and the Foundation approved the Airport for placement of public art, and;

**WHEREAS**, the Foundation desires to donate the Artwork to the County for display as public art, and the County desires to accept the Artwork, in accordance with certain agreed upon terms, and;

**WHEREAS**, where the cost of the installation and maintenance of the selected sculpture are minimal and can be assumed by the Airport, and;

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE COUNTY COUNCIL FOR BEAUFORT COUNTY, SOUTH CAROLINA, THAT:**

1. The County Administrator is hereby authorized to execute and deliver a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Sail” sculpture, a copy of which is attached hereto.
2. The County Administration is hereby authorized to take such other and further actions as may be necessary to complete the actions authorized hereby.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BEAUFORT COUNTY COUNCIL**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joshua A. Gruber, County Attorney

**ATTEST:**

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council



4. **Maintenance, Repairs, and Restoration.** The County will not intentionally destroy, damage, alter, modify, or change the Artwork in any material way. The County shall be responsible for the periodic maintenance of the Artwork. The periodic maintenance shall include the cleaning of the Artwork, as described in Exhibit A, and otherwise keeping the Artwork in good condition and repair.

5. **Insurance.** The County shall be responsible for maintaining property insurance on the full value of the Artwork. The County and the Foundation agree that the current value of the Artwork is \$55,000.00. In the event of loss or damage, the insurance proceeds shall be used to repair, restore, or replace the Artwork. If after such loss or damage the County determines that the loss or damage is so material and substantial as to require abandonment of the Artwork rather than repair, restoration, or replacement, then the insurance proceeds shall be paid to the Foundation, less any costs paid by the County for prior maintenance, repairs, restoration and the cost of insurance of the Artwork.

6. **Right of Repurchase.** In the event the County determines that it is unable or unwilling to continue to maintain, repair, or restore the Artwork, or if the County decides to no longer publicly display the Artwork, the County shall offer the Foundation the right to repurchase the Artwork for the sum of One dollar (\$1.00).

7. **Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties. Its terms may be amended only by an instrument in writing signed by both parties.

(b) It is intended that each paragraph and subparagraph of this Agreement shall be viewed as separate and divisible; and in the event that any paragraph or subparagraph shall be held to be invalid or unenforceable, the remaining paragraphs and subparagraphs shall continue to be in full force and effect.

(c) This Agreement constitutes an enforceable legal obligation and is binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.

(d) This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**COMMUNITY FOUNDATION OF THE  
LOWCOUNTRY, INC.**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**BEAUFORT COUNTY**

\_\_\_\_\_

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

**Gary Kubic**

\_\_\_\_\_

**Beaufort County Administrator**

## **EXHIBIT A**

At the March 6, 2013 Public Art Fund meeting, the committee was presented with an opportunity for the Public Art Fund to accept a donated sculpture entitled, "Sail."

## **EXHIBIT B**

### **DESCRIPTION AND MAINTENANCE OF THE ARTWORK**

Artists: Robbie Robins and Lou Pearson  
Owner/ Donor: Guenther

“Sail” is a modern piece; about 84” tall and about 1.5’ wide in stainless steel (see attached photo).



## **EXHIBIT C**

### Location of Public Art in the Hilton Head Island Airport

The sculpture will be located on County owned land in the Hilton Head Island Airport. The specific location will be determined by the County in conjunction with the Community Foundation of the Lowcountry's Public Art Committee.



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
102 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, PE, Director of Engineering and Infrastructure *RM*

SUBJ: **ALBERGOTTIE CREEK TRESTLE RENOVATIONS—RAILTRAIL PHASE VI**

DATE: April 10, 2014

**BACKGROUND.** Phase VI of the rail to trails project is being completely sponsored by the Path Foundation of Atlanta Georgia. Phase VI covers that portion of old railbed from Broad River Blvd. (S-7-20) towards Laurel Bay Road (SC 116) and includes the crossing of the Albergottie Creek on the old railroad trestle. The donated work is valued at over \$750,000.00. This segment will be the third segment donated to Beaufort County by the Path Foundation.

The trestle is in fair condition but 40 of the wood piles within the substructure will need rehabilitation in order to safely construct the path on it. The Path Foundation of Atlanta is committed to upgrading 40 of the 105 existing piles at a cost to them of \$67,175.00. The remaining 65 piles will receive no treatment or upgrade under the present scope. Because of the advanced age of the structure and the continued corrosive effects of the saltwater on the 65 unprotected piles, protection of all the piles in the interest of economy and structural redundancy should be considered. The Path Foundation is willing to perform the additional work necessary to protect these piling at a cost of \$900 per pile or \$58,500.00 total.

**FUNDING SOURCE.** Rail Trail Fund Acct #48060011-54435 with an available balance of \$54,529 and \$3,971 from Local Accommodations Tax for Tourism Infrastructure Projects.

**FOR ACTION.** Public Facilities Committee Meeting on April 21, 2014.

**RECOMMENDATION.** Staff recommends the Public Facilities Committee approve and recommend to County Council approval of a \$58,500.00 match allocation to the Path Foundation for the protection of all the substructure piles on the Albergottie Creek trestle from the funding source noted above.

JRM/mjh

Attachments: 1) Local A Tax Financial Report at 3/31/14  
2) County Code of Ordinances Division 2

**Beaufort County**  
**Local Accomodations Tax**  
**March 31, 2014 (Follows Ordinance 2009/15) - Preliminary and Unaudited**

Description	Operations	County-Wide Advertising	Tourism Infrastructure	River/Beach Access	Reserve Fund	Total
<b>Beginning Fund Balance</b>	86,102	-	1,501,082	367,592	652,321	2,607,097
<b>Revenues</b>						
Local Accomodations Tax Fund Revenues & Interest	56,180	350,000	177,640	59,213	59,213	702,246
<b>Expenditures</b>						
<b>Personnel</b>						
County Personnel Expenditures	(31,531)	-	-	-	-	(31,531)
<b>Purchased Services</b>						
Printing						
Budget Print Center	(58)	-	-	-	-	(58)
Postage						
USPS	(254)	-	-	-	-	(254)
Telephone						
Hargray	(8)	-	-	-	-	(8)
Maintenance Contracts						
Tyler Technologies	(1,988)	-	-	-	-	(1,988)
Equipment Rentals						
Automated Business Resources	(235)	-	-	-	-	(235)
Garage Repairs						
First Vehicle Services	(255)	-	-	-	-	(255)
Training and Conferences						
Municipal Association of SC	(111)	-	-	-	-	(111)
Beaufort County Employee(s)	(13)	-	-	-	-	(13)
Vehicle Insurance						
State Budget & Control Board	(154)	-	-	-	-	(154)
	<u>(3,077)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(3,077)</u>
<b>Supplies</b>						
Office Supplies						
Automated Business Resources	(88)	-	-	-	-	(88)
Forms & Supply Inc	(176)	-	-	-	-	(176)
	<u>(265)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(265)</u>
<b>Subsidies to Others</b>						
County-Wide Advertising						
Beaufort County Black Chamber of Commerce	-	(50,000)	-	-	-	(50,000)
Beaufort Regional Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
Hilton Head Island-Bluffton Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
	<u>-</u>	<u>(350,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(350,000)</u>

**Beaufort County**  
**Local Accomodations Tax**  
**March 31, 2014 (Follows Ordinance 2009/15) - Preliminary and Unaudited**

Description	Operations	County-Wide Advertising	Tourism Infrastructure	River/Beach Access	Reserve Fund	Total
<b>Tourism Infrastructure</b>						
Friends of the Spanish Moss Trail	-	-	(275,000)	-	-	(275,000)
Port Royal Sound Foundation	-	-	(25,000)	-	-	(25,000)
Sewah Studios, Inc.	-	-	(6,090)	-	-	(6,090)
Spectrum	-	-	(4,685)	-	-	(4,685)
	-	-	(310,775)	-	-	(310,775)
<b>Total Revenues</b>	56,180	350,000	177,640	59,213	59,213	702,246
<b>Total Expenditures</b>	(34,872)	(350,000)	(310,775)	-	-	(695,647)
<b>Net Revenues (Expenditures)</b>	21,308	-	(133,135)	59,213	59,213	6,599
<b>Ending Fund Balance</b>	107,410	-	1,367,947	426,805	711,534	2,613,696
<b>Vendor Totals for FY 2014</b>						
County Personnel	(31,531)	-	-	-	-	(31,531)
Beaufort County Black Chamber of Commerce	-	(50,000)	-	-	-	(50,000)
Beaufort County Employee(s)	(13)	-	-	-	-	(13)
Beaufort Regional Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
Budget Print Center	(58)	-	-	-	-	(58)
Automated Business Resources	(324)	-	-	-	-	(324)
First Vehicle Services	(255)	-	-	-	-	(255)
Forms & Supply Inc	(176)	-	-	-	-	(176)
Friends of Spanish Moss Trail	-	-	(275,000)	-	-	(275,000)
Hargray	(8)	-	-	-	-	(8)
Hilton Head Island-Bluffton Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
Municipal Association of SC	(111)	-	-	-	-	(111)
Port Royal Sound Foundation	-	-	(25,000)	-	-	(25,000)
Sewah Studios, Inc.	-	-	(6,090)	-	-	(6,090)
Spectrum	-	-	(4,685)	-	-	(4,685)
State Budget & Control Board	(154)	-	-	-	-	(154)
Tyler Technologies	(1,988)	-	-	-	-	(1,988)
USPS	(254)	-	-	-	-	(254)
	(34,872)	(350,000)	(310,775)	-	-	(695,647)

**DIVISION 2. ACCOMMODATIONS (3%) TAX**

Sec. 66-41. Authority.

Sec. 66-42. Local (3%) accommodations tax—definitions.

Sec. 66-43. Payment of local (3%) accommodations tax.

Sec. 66-44. Permitted uses of local (3%) accommodations tax funds.

Sec. 66-45. Inspections and audits.

Sec. 66-46. Violations and penalty.

Sec. 66-47. Management and use of local (3%) accommodations tax.

Sec. 66-48. Applicability and effective date.

Sec. 66-49. Severability.

Sec. 66-50. Reserved.

**Sec. 66-41. Authority.**

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-500 et seq. (1976, as amended) which expressly provides authorization for the imposition of a local accommodations tax.

*(Ord. No. 2002-11, § 1, 3-11-2002; Ord. No. 2005/10, § 1, 3-28-2005)*

**Sec. 66-42. Local (3%) accommodations tax—definitions.**

- (a) *Tourist* and *transient* means a person traveling to and staying in places outside his or her usual environment for one night or more for leisure, business, or any other purpose for consideration within the unincorporated areas of Beaufort County, South Carolina. A person meeting this definition may be staying in places of public accommodations such as hotels, motels, inns, condominium, bed and breakfasts, tourist courts, campgrounds or the residences of family or friends for consideration.
- (b) *Local accommodations tax* means a tax on the gross proceeds derived from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence or any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person for a period of 90 continuous days are not considered proceeds from transients. The tax imposed herein does not apply to additional guest charges as defined in S.C. Code § 12-36-920(B) (1976, as amended).
- (c)

A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) as provided above.

*(Ord. No. 2002-11, § 2, 3-11-2002; Ord. No. 2005/10, § 2, 3-28-2005; Ord. No. 2009/15, 3-30-2009)*

**Sec. 66-43. Payment of local (3%) accommodations tax.**

- (a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services described herein. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.
- (b) The county shall provide a local accommodations tax return, which shall be utilized by the provider of the services to calculate the amount of local accommodation taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time the return is required to be filed as provided below.  
Real estate agents, brokers, corporations, or listing services required to remit taxes under this article must notify the county if rental property, previously listed by them, is dropped from their listings. The notice shall be on a form provided by the county.
- (c) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
  - (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
  - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e) Deposits into "The County of Beaufort, South Carolina, Local Accommodations Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

*(Ord. No. 2002-11, § 3, 3-11-2002; Ord. No. 2005/10, § 3, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-44. Permitted uses of local (3%) accommodations tax funds.**

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
  - (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
  - (2) Cultural, recreational, or historic facilities;
  - (3) River/beach access and renourishment;
  - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;

- (5) Advertisements and promotions related to tourism development;
  - (6) Water and sewer infrastructure to serve tourism-related demand; and
  - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
  - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina.

*(Ord. No. 2002-11, § 4, 3-11-2002; Ord. No. 2005/10, § 4, 3-28-2005; Ord. No. 2009/15, 3-30-2009)*

#### **Sec. 66-45. Inspections and audits.**

- (a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.
- (b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

*(Ord. No. 2002-11, § 5, 3-11-2002; Ord. No. 2005/10, § 5, 3-28-2005; Ord. No. 2009/36, 10-12-2009)*

#### **Sec. 66-46. Violations and penalty.**

- (a) It shall be a violation of this chapter to:
  - (1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.
  - (2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
  - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
  - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

- (d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2002-11, § 6, 3-11-2002; Ord. No. 2005/10, § 6, 3-28-2005; Ord. No. 2009/36, 10-12-2009)

### **Sec. 66-47. Management and use of local (3%) accommodations tax.**

[The management and use of local accommodations tax is as follows:]

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.
- (b) Allocate \$350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:
- (1) One hundred fifty thousand dollars shall be allocated to the Beaufort Regional Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (2) One hundred fifty thousand dollars shall be allocated to the Hilton Head - Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (4) Funds shall be distributed to the designated organizations on a quarterly basis no later than 30 days after the end of the quarter.
  - (5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- (c) Allocate the remaining balance of collections as follows:
- (1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs;
  - (2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));
  - (3) Sixty percent for tourism-related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water and sewer infrastructure to serve tourism-related demand (subsection 66-44(a)(6)); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as referenced above (subsection 66-44(a)(7)); and for all other proper purposes (subsection 66-44(a)(8)).
- (d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county.
- (e) Any changes to this section of the code shall go into effect after July 1, 2009.

(Ord. No. 2002-11, § 7, 3-11-2002; Ord. No. 2005/10, § 7, 3-28-2005; Ord. No. 2009/15, 3-30-2009)

**Sec. 66-48. Applicability and effective date.**

- (a) This division shall become effective on October 12, 2009.
- (b) The business license department is authorized to adopt guidelines, policies and procedures to implement this division.

*(Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-49. Severability.**

If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/36] without such unconstitutional, illegal or invalid provision, and the remainder of this division shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this division or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

*(Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-50. Reserved.**

## Memorandum

To: Gary Kubic, Beaufort County Administrator

From: Dean Moss, Executive Director, Friends of the Spanish Moss Trail

Subj: Support for Segment 6 of the Trail

Date: March 20, 2014

1. The purpose of this Memorandum is to request a contribution of \$25,000 from Beaufort County for construction of Segment 6 of the Trail. The original extent of Segment 6 was from Parris Island Gateway to Laurel Bay Road, a distance of 7,485 ft. Subsequent to the fund raising for the original distance, Beaufort County and the PATH Foundation agreed that the Segment 6 construction would be increased to include the approximately 2,100 ft. from Broad River Road to Parris Island Gateway. This section was originally planned to be part of Segment 5, for which the County received a grant from SCDOT.
2. There are several reasons why Beaufort County should contribute to this segment of construction.
  - a. While the addition of the new 2,100 feet may be within the capabilities of the Segment 6 budget, it is completely appropriate for the County to make a contribution, particularly considering that this additional distance was originally its responsibility. The amount requested is much less than the per foot cost of the actual construction.
  - b. Segment 6 involves the upgrade of the original Albergotti Creek Trestle and this upgrade, at considerable cost, will preserve this asset for many more years and thus reduce Beaufort County's long term maintenance/replacement cost for this segment.
  - c. This is Beaufort County's Trail and it is appropriate for the County to have an investment, even if small, in each of the segments. The funds for Segment 6 have all been raised from private sources, including generous contributions from many individuals and businesses in Beaufort County. The Trail is an asset which benefits the entire County.
3. Please accept the gratitude of the Friends of the Spanish Moss Trail for all the support the County has provided thus far. I hope that you will look favorably upon this request.

**DIVISION 2. ACCOMMODATIONS (3%) TAX**

Sec. 66-41. Authority.

Sec. 66-42. Local (3%) accommodations tax—definitions.

Sec. 66-43. Payment of local (3%) accommodations tax.

Sec. 66-44. Permitted uses of local (3%) accommodations tax funds.

Sec. 66-45. Inspections and audits.

Sec. 66-46. Violations and penalty.

Sec. 66-47. Management and use of local (3%) accommodations tax.

Sec. 66-48. Applicability and effective date.

Sec. 66-49. Severability.

Sec. 66-50. Reserved.

**Sec. 66-41. Authority.**

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-500 et seq. (1976, as amended) which expressly provides authorization for the imposition of a local accommodations tax.

*(Ord. No. 2002-11, § 1, 3-11-2002; Ord. No. 2005/10, § 1, 3-28-2005)*

**Sec. 66-42. Local (3%) accommodations tax—definitions.**

- (a) *Tourist* and *transient* means a person traveling to and staying in places outside his or her usual environment for one night or more for leisure, business, or any other purpose for consideration within the unincorporated areas of Beaufort County, South Carolina. A person meeting this definition may be staying in places of public accommodations such as hotels, motels, inns, condominium, bed and breakfasts, tourist courts, campgrounds or the residences of family or friends for consideration.
- (b) *Local accommodations tax* means a tax on the gross proceeds derived from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence or any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person for a period of 90 continuous days are not considered proceeds from transients. The tax imposed herein does not apply to additional guest charges as defined in S.C. Code § 12-36-920(B) (1976, as amended).
- (c)

A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) as provided above.

*(Ord. No. 2002-11, § 2, 3-11-2002; Ord. No. 2005/10, § 2, 3-28-2005; Ord. No. 2009/15, 3-30-2009)*

**Sec. 66-43. Payment of local (3%) accommodations tax.**

- (a) Payment of the local accommodations tax established herein shall be the liability of the consumer of the services described herein. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.
- (b) The county shall provide a local accommodations tax return, which shall be utilized by the provider of the services to calculate the amount of local accommodation taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time the return is required to be filed as provided below.  
Real estate agents, brokers, corporations, or listing services required to remit taxes under this article must notify the county if rental property, previously listed by them, is dropped from their listings. The notice shall be on a form provided by the county.
- (c) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
  - (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
  - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e) Deposits into "The County of Beaufort, South Carolina, Local Accommodations Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

*(Ord. No. 2002-11, § 3, 3-11-2002; Ord. No. 2005/10, § 3, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-44. Permitted uses of local (3%) accommodations tax funds.**

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
  - (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
  - (2) Cultural, recreational, or historic facilities;
  - (3) River/beach access and renourishment;
  - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;

- (5) Advertisements and promotions related to tourism development;
  - (6) Water and sewer infrastructure to serve tourism-related demand; and
  - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
  - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina.

*(Ord. No. 2002-11, § 4, 3-11-2002; Ord. No. 2005/10, § 4, 3-28-2005; Ord. No. 2009/15, 3-30-2009)*

#### **Sec. 66-45. Inspections and audits.**

- (a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.
- (b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

*(Ord. No. 2002-11, § 5, 3-11-2002; Ord. No. 2005/10, § 5, 3-28-2005; Ord. No. 2009/36, 10-12-2009)*

#### **Sec. 66-46. Violations and penalty.**

- (a) It shall be a violation of this chapter to:
  - (1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.
  - (2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
  - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
  - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

- (d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2002-11, § 6, 3-11-2002; Ord. No. 2005/10, § 6, 3-28-2005; Ord. No. 2009/36, 10-12-2009)

### **Sec. 66-47. Management and use of local (3%) accommodations tax.**

[The management and use of local accommodations tax is as follows:]

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.
- (b) Allocate \$350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:
- (1) One hundred fifty thousand dollars shall be allocated to the Beaufort Regional Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (2) One hundred fifty thousand dollars shall be allocated to the Hilton Head - Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (4) Funds shall be distributed to the designated organizations on a quarterly basis no later than 30 days after the end of the quarter.
  - (5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- (c) Allocate the remaining balance of collections as follows:
- (1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs;
  - (2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));
  - (3) Sixty percent for tourism-related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water and sewer infrastructure to serve tourism-related demand (subsection 66-44(a)(6)); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as referenced above (subsection 66-44(a)(7)); and for all other proper purposes (subsection 66-44(a)(8)).
- (d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county.
- (e) Any changes to this section of the code shall go into effect after July 1, 2009.

(Ord. No. 2002-11, § 7, 3-11-2002; Ord. No. 2005/10, § 7, 3-28-2005; Ord. No. 2009/15, 3-30-2009)

**Sec. 66-48. Applicability and effective date.**

- (a) This division shall become effective on October 12, 2009.
- (b) The business license department is authorized to adopt guidelines, policies and procedures to implement this division.

*(Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-49. Severability.**

If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/36] without such unconstitutional, illegal or invalid provision, and the remainder of this division shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this division or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

*(Ord. No. 2009/36, 10-12-2009)*

**Sec. 66-50. Reserved.**



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
102 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *G. Kubic*  
Bryan Hill, Deputy County Administrator  
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering and Infrastructure *Robert McFee*

SUBJ: **PALMETTO ELECTRIC COOPERATIVE (PEC) AGREEMENT  
FOR BLUFFTON PARKWAY PHASE 5A SEGMENT 2**

DATE: April 17, 2014

**BACKGROUND.** Beaufort County received an agreement from PEC for the relocation of their overhead electrical power lines located on the southern side of the Hilton Head Island causeway. The agreement will relocate PEC infrastructure as part of the construction of the Bluffton Parkway Phase 5A Segment 2 roadway/flyover bridges with a total estimated cost of \$267,150. The agreement has been executed and relocation of lines is underway. The relocation of utility infrastructure conflicts during the construction process is inherent to the utility's ownership and has to be completed by the utility.

The PEC Agreement for relocation of the overhead electrical power line was presented at the December 16, 2013 Public Facilities Committee meeting as an information only item.

**FUNDING.** Utility relocation costs for the Bluffton Parkway Phase 5 construction are paid for from sales tax project funds, Account #33401-54500. Phase 5 of the parkway has a total revenue budget of \$81,916,621 consisting of \$65,916,621 from 1 cent Sales Tax, \$1 million from Southern Beaufort County Road Impact Fees and \$15 million for Segment 2 construction from a Federal Hwy Administration Grant. For the Bluffton Parkway Phase 5 project, \$49,349,793 has been expended; \$28,330,763 is encumbered for a total obligated project cost of \$77,680,556 to date. As of 4/17/14, there is an available budget of \$4,236,065.

**FOR ACTION,** Public Facilities Committee on April 21 2014.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council approval of the PEC utility relocation agreement at an estimated cost of \$267,150 for the construction of the Bluffton Parkway Phase 5A Segment 2.

JRM/mjh

Attachments: 1) PEC Utility Agreement  
2) Minutes for 12/16/13 Public Facilities Committee Meeting

Contract/BP5ASeg2/PEC Utility Reloc



One Cooperative Way

Hardeeville, SC 29927-5123

843-208-5551

November 11, 2013

Rob McFee, PE  
Engineering Manager, Beaufort County  
South Carolina Department of Transportation  
102 Industrial Village Drive, Bldg. 3  
Beaufort, SC 29906

Re: Utility Agreement – Hilton Head Island Causeway

Dear Rob:

Please find enclosed the proposal for the relocation of the overhead electrical power lines located on the southern side of the Hilton Head Island Causeway. We are working with William Barrett on securing the necessary environmental permits and SCDOT on an encroachment permit adjacent to the new roadway for splice pit locations.

The updated estimate for this work is Two Hundred Sixty-seven Thousand One Hundred Fifty (\$267,150.00) Dollars.

Thank you for your assistance and cooperation regarding this matter. Please contact me at (843) 208-5508 or via email [bcasavant@palmetto.coop](mailto:bcasavant@palmetto.coop) if you have any questions or if I may be of further assistance.

Sincerely,

**PALMETTO ELECTRIC COOPERATIVE, INC.**

Robert J. Casavant, PE  
Manager, Engineering Services

RJC:sdr  
Encl.



**UTILITY AGREEMENT**

S. C. File No. \_\_\_\_\_ Route (or Road No.) Bluffton Parkway 5A Causeway

F. A. Project No. \_\_\_\_\_ State Project No. \_\_\_\_\_

This Agreement made this 15th day of November, 2013, by and between Beaufort County, hereinafter called "County" and the Palmetto Electric Cooperative, Inc. hereinafter called "Company".

**W I T N E S S E T H :**

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:

General description: Remove Existing Overhead Power Line and Poles and replace with Underground Power Line. All cable to be installed in conduit using Trenchless Boring Technologies from East Bound Ramp Station # 166+00 to MacKey Creek Bridge approximate Station # 194+00.

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with the South Carolina Department of Transportation "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of Two Hundred Sixty Seven Thousand One Hundred Dollars.

\$ 267,150.00

County Share 100% Utility Share 0%

(a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain)

Existing Line was originally placed in service in 1954 to serve Hilton Head Island and has been maintained continually since.

Easement for this project is filed in Beaufort (County)  
Beaufort, SC  
(City and State)

(b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 70 years or more.

(c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).

3. The Company shall begin said work promptly upon notification in writing by the County or County agent and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County's Project Engineer or County agent of the date on which work is expected to begin.

4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

( X ) BY COMPANY'S REGULAR FORCES

( X ) BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

Trenchless boring requires specialized equipment and crews.

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County or County agent in advance of the Company's solicitation of bids.

( ) BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County or County agent and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

( x ) (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

( ) (b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

( ) (c) Lump Sum

The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineer or County agent followed by written notification to the County or County agent.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County or County agent.

7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.

8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

9. Periodic progress billings of incurred costs may be made by the Company to the County through the County agent not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County or County agent with five (5) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Items of materials shall be itemized where they represent major components.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number if applicable, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, County agent, Federal Highway Administration or any authorized representatives of the Federal or State Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County or County agent prior to six months following the completion of work and the Company has not during that period demonstrated to the County's or the County agent's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.

10. The County, County Agent, and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County or County agent of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, County agent, and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.

11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.

12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: PALMETTO ELECTRIC COOPERATIVE, INC.  
ADDRESS: ONE COOPERATIVE WAY  
HARDEEVILLE, SC 29927

SIGNATURE:

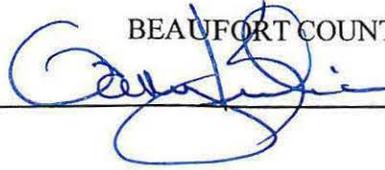


INSTRUCTIONS: Submit one copy of agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

BY: ROBERT J. CASAVANT, P.E.  
TITLE: MANAGER, ENGINEERING SERVICES

BEAUFORT COUNTY

BY:



DETAILED ESTIMATE OF DIRECT COST

Beaufort County Bluffton Parkway 5A Flyover Causeway

S.C. File No. \_\_\_\_\_

Route \_\_\_\_\_

I. DETAIL OF PRELIMINARY ENGINEERING:

ESTIMATE

(a) Labor (8.5%)		\$	20,375.00
(b) Equip. and Mileage (PECI)			_____
(c) Other expenses (meals, lodgings, etc...)			_____
(d) Overhead:	(Percent)		
		Included in (a) above	
F.O.A.B.		_____	_____
Federal Unemployment		_____	_____
State Unemployment		_____	_____
Worker's Compensation		_____	_____
Public Liability		_____	_____
Hospital Insurance		_____	_____
Retirement		_____	_____
Paid Leave and Holidays		_____	_____
		_____	_____
		_____	_____
		_____	_____

II. LABOR:

(a) Temporary Installation			_____
(b) Removal			15,400.00
(c) Permanent Installation			124,900.00
(d) Other Expenses (Meals, lodgings, etc...)			_____
(e) Overhead:	(Percent)		
		Included in (b) and (c) above	
F.O.A.B.		_____	_____
Federal Unemployment		_____	_____
State Unemployment		_____	_____
Worker's Compensation		_____	_____
Public Liability		_____	_____
Hospital Insurance		_____	_____
Retirement		_____	_____
Paid Leave and Holidays		_____	_____
		_____	_____
		_____	_____
		_____	_____
		<u>Included in Unit Estimates</u>	_____

III. MATERIALS: (Itemize major components or list units)

(a) Temporary Installation			_____
(b) Permanent Installation			71,650.00
(c) Handling Costs	50%		35,825.00

IV. EQUIPMENT:

ESTIMATE

(a) Mileage and cost per mile (hour)

\_\_\_\_\_

V. RIGHT OF WAY:

(a) Labor

\_\_\_\_\_

(b) Transportation

\_\_\_\_\_

(c) Acquisition Cost

\_\_\_\_\_

(d) Other (meals, lodging, etc...)

\_\_\_\_\_

LESS CREDITS:

I. Betterment (show computations)

\$ \_\_\_\_\_

II. Extended Service Life  
(Show Computations)

\_\_\_\_\_

III. Salvage:

(a) Material recovered from:

1. Permanent Facility

\_\_\_\_\_

2. Temporary Facility

\_\_\_\_\_

(1,000.00)

NET COST OF ADJUSTMENT

267,150.00

Note: If estimate is made on the unit basis, attach separate listing showing unit, quantity, material cost, labor cost, and total for each unit. Show separate listing for temporary installation, removal and permanent installation. Labor on company records must be kept on daily basis showing hours worked and rates of pay.

Submit six copies with agreement.

LISTING OF CHANGES BY STATIONS

See attached plan and profile sheets for pole locations and units referring to stations











**Bluffton Parkway Phase 5A 166+00 to 194+00**

(1) Station 166+00

Splice (3) 750 cables, install (1) UG vault, remove pole and hardware (691-39-007)

Quantity	Description	Cost per Unit	Extended Cost
3	750 MCM Splices	\$ 195.00	\$ 585.00
1	Large Vaults for 750 MCM Cable	\$ 1,800.00	\$ 1,800.00
1	Remove Pole, Hardware & Riser	\$ 1,400.00	\$ 1,400.00
8	4 man UG crew	\$ 300.00	\$ 2,400.00
<b>Subtotal</b>			<b>\$ 6,185.00</b>

(2) Station 166+00 to 169+00

Install (3) 750 cables and conduit, remove pole and hardware (691-39-006)

Quantity	Description	Cost per Unit	Extended Cost
300	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 23,250.00
1	Remove Pole, Wire, & Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 24,050.00</b>

(3) Station 169+00 to 171+50

Install (3) 750 cables and conduit, remove pole and hardware (691-39-005)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire, & Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,175.00</b>

(4) Station 171+50 to 173+80

Install (3) 750 cables and conduit, remove pole and hardware (691-39-004)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire, & Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,175.00</b>

(5) Station 173+80 to 176+20 --- Land Cables at 175+00

Install (3) 750 cables and conduit, splice cables, remove pole and hardware (691-39-003)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire, & Hardware	\$ 800.00	\$ 800.00
3	750 MCM Splices	\$ 195.00	\$ 585.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,760.00</b>

(6) Station 176+20 to 178+70

Install (3) 750 cables and conduit, remove pole and hardware (691-39-002)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire, & Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,175.00</b>

(7) Station 178+70 to 181+20

Install (3) 750 cables and conduit, remove pole and hardware (691-39-001)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire,& Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,175.00</b>

(8) Station 181+20 to 183+70 --- Land Cables at 183+00

Install (3) 750 cables and conduit, splice cables, remove pole and hardware (691-40-006)

Quantity	Description	Cost per Unit	Extended Cost
300	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 23,250.00
1	Remove Pole, Wire,& Hardware	\$ 800.00	\$ 800.00
3	750 MCM Splices	\$ 195.00	\$ 585.00
			\$ -
<b>Subtotal</b>			<b>\$ 24,635.00</b>

(9) Station 183+70 to 186+20

Install (3) 750 cables and conduit, remove pole and hardware (691-40-004)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire,& Hardware	\$ 800.00	\$ 800.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,175.00</b>

(10) Station 186+20 to 188+70

Install (3) 750 cables and conduit, remove pole and hardware (691-40-003)

Quantity	Description	Cost per Unit	Extended Cost
250	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 19,375.00
1	Remove Pole, Wire, Riser & Hardware	\$ 1,400.00	\$ 1,400.00
			\$ -
<b>Subtotal</b>			<b>\$ 20,775.00</b>

(11) Station 188+70 to 190+00 --- Land Cables at 189+50

Install (3) 750 cables and conduit, splice cables, remove pole and hardware (691-40-002)

Quantity	Description	Cost per Unit	Extended Cost
200	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 15,500.00
3	750 MCM Splices	\$ 195.00	\$ 585.00
1	Remove Pole, Wire,& Hardware	\$ 800.00	\$ 800.00
<b>Subtotal</b>			<b>\$ 16,885.00</b>

(12) Station 189+50 to 194+00

Install (3) 750 MCM Cables and conduit, terminate in PMH-3 (691-40-001)

Quantity	Description	Cost per Unit	Extended Cost
450	(3) 750 15Kv Cables in 6.0" PE (bore)	\$ 77.50	\$ 34,875.00
3	750 MCM Stress Cones	\$ 195.00	\$ 585.00
8	4 man UG crew	\$ 300.00	\$ 2,400.00
<b>Subtotal</b>			<b>\$ 37,860.00</b>

Cost of Install Labor	\$ 124,650.00
Cost of Retirement Labor	\$ 15,500.00
Cost of Material	\$ 72,000.00
Material Handling and Overhead (50%)	\$ 36,000.00
Salvage	\$ (1,000.00)
Estimated Engineering Cost (8%)	\$ 20,000.00
Estimated R-O-W Cost (0%)	\$ -
<b>TOTAL JOB COST</b>	<b>\$ 267,150.00</b>

**Electric Cooperative (PEC) Agreement for Bluffton Parkway Phase 5A Segment 2**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Beaufort County has received an agreement from Palmetto Electric Cooperative (PEC) for the relocation of their overhead electrical power lines located on the southern side of the Hilton Head Island causeway. The agreement will relocate PEC infrastructure as part of the construction of the Bluffton Parkway Phase 5A Segment 2 roadway/flyover bridges with a total estimated cost of \$267,150. Utility relocation costs for the Bluffton Parkway Phase 5 construction are paid for from sales tax project funds, account #33401-54500.

**Status:** Information only.



COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
102 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *E. Kubic*  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering & Infrastructure *JRM*

SUBJ: **CHANGE ORDERS FOR BLUFFTON PARKWAY PHASE 5A  
SEGMENT 2 CONSTRUCTION**

DATE: April 17, 2014

**BACKGROUND.** On 2/25/13, Beaufort County Council awarded a contract to R. R. Dawson Bridge Company, LLC, for the construction of Bluffton Parkway Phase 5A Segment 2 roadway and flyover bridges. The total contract award amount was \$36,665,629.96.

Segment 2 construction has generated 5 change orders totaling \$417,779.28 since construction commenced in May 2013. The attached worksheet provides a description of Change Orders 1 thru 5. Change Orders 1, 2 and 5 are for added signage and pavement marking changes totaling \$6,906.62. Change Order 3 is for the deduction of concrete strain poles at \$71,329.19 from the contractor's scope of work. Change Order 4 at \$482,201.85 is for the additional costs associated with the lengthening of the shafts for the flyover bridges. A test shaft was constructed to better analyze foundation performance with present soil conditions. As a result of the test shaft load data, the design engineer and the construction manager had recommended that certain drill shafts be extended/lengthened. The extension of the shafts was required to ensure safety and stability of the flyover bridge foundations. Foundation construction has been underway for several months. Change Order #4 was presented at the December 16, 2013 Public Facilities Committee meeting as an information only item.

**FUNDING.** Bluffton Parkway Phase 5 construction is paid for from sales tax project funds, Account #33401-54500. Phase 5 of the parkway has a total revenue budget of \$81,916,621 consisting of \$65,916,621 from 1 cent Sales Tax, \$1 million from Southern Beaufort County Road Impact Fees and \$15 million for Segment 2 construction from a Federal Hwy Administration Grant. For the Bluffton Parkway Phase 5 project, \$49,349,793 has been expended; \$28,330,763 is encumbered for a total obligated project cost of \$77,680,556 to date. As of 4/17/14, there is an available budget of \$4,236,065.

**FOR ACTION,** Public Facilities Committee on April 21 2014.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council approval of Change Orders 1 thru 5 to R. R. Dawson Bridge Company in the total amount of \$417,779.28 for the construction of Bluffton Parkway Phase 5A Segment 2 Flyover Bridges.

JRM/mjh

Attachments: 1) Bluffton Parkway Phase 5A Seg 2 Change Orders 2) Copies of Change Orders 1 thru 5



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
102 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering and Infrastructure *RMcFee*

SUBJ: **CHANGE ORDERS FOR SC 170 WIDENING CONSTRUCTION**

DATE: April 17, 2014

**BACKGROUND.** On 7/23/12, Beaufort County Council awarded a contract to Cleland Site Prep, Inc., for the widening construction of SC 170 from US 278 (McGarvey's Corner) to SC 46. This project consists of 4.5-mile, 4-lane divided roadway with 10-foot multi-use pathways. Total contract award was \$14,998,972.30. The original design was reviewed and approved by SCDOT.

The SC 170 widening project has generated 17 changes orders totaling \$1,317,800.11 since construction commenced in December 2012. The attached worksheet provides a description of Change Orders 1 thru 17. Several of the change orders were needed to meet SCDOT standard specifications or to cover the additional costs incurred by the contractor caused by the unforeseen three month delay on the issuing of the SCDHEC/OCRM Land Disturbance Permit. Construction work generated by these change orders has been completed with the exception of Change Order 17. Change orders 1 thru 17 represents a contract increase of 8.8%. County staff, the project construction manager and SCDOT review all project change orders to the contract value with Cleland Site Prep and have agreed with the change orders' total adjustments.

Specific review, concurrence/approval for Change Orders 1, 3-thru 8 and 10 thru 17 with a combined total of \$1,240,854.27 is requested by staff. Previously, Change Orders 2 and 9 had been approved by the Public Facilities Committee as noted on the attached worksheet.

**FUNDING.** This project is funded from the 1% Sales Tax Road Improvement Program, Acct# 33403-54500. SC 170 Widening has a total revenue budget of \$27.9 million consisting of \$24.9 million from the South Carolina State Transportation Infrastructure Bank, \$2 million from 1cent Sales Tax and \$1 million from Southern Beaufort County Road Impact Fees. For the SC 170 project, \$12,785,888 has been expended; \$13,807,187 is encumbered for a total obligated project cost of \$26,593,075 to date. As of 4/17/14, there is an available budget of \$1,306,925.

**FOR ACTION.** Public Facilities Committee on April 21 2014.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council approval of Change Orders 1, 3 thru 8 and 10 thru 17 to Cleland Site Prep Inc., in the total amount of \$1,240,854.27 for the construction of SC 170 Widening.

JRM/mjh

Attachments: 1) SC 170 Change Order Worksheet 2) Copies of Change Orders 1 thru 17

## CHANGE ORDERS FOR SC 170 at APR 14 2014

4/14/2014

## CLELAND SITE PREP

Item	Amount	Description	Current Approval Condition	Action Needed
CO1	\$22,277.00	Adjust Contractor's CPM Schedule	CM/SCDOT/Eng Approved	Present to Committee/Council
CO2	\$47,591.94	Spec Changes to SCDOT Standards	CM/SCDOT/Eng Approved Approved by Public Facilities Committee 3/18/13	No Action Needed
CO3	\$550.00	Signal Limits	CM/SCDOT/Eng Approved	Present to Committee/Council
CO4	\$7,890.00	Improve Wetland Buffer Delineation	CM/SCDOT/Eng Approved	Present to Committee/Council
CO5	\$0.01	Adjustment for Full Depth Patching	CM/SCDOT/Eng Approved	No Action Needed
CO6	\$0.00	Adjustment for Asphalt Surface Type	CM/SCDOT/Eng Approved	No Action Needed
CO7	\$14,682.92	Add Skimmers and baffles	CM/SCDOT/Eng Approved	Present to Committee/Council
CO8	\$6,523.00	Fence Removal at Verdier Plantation	CM/SCDOT/Eng Approved	Present to Committee/Council
CO9	\$29,353.80	Mast Arms Signal Installation	CM/SCDOT/Eng Approved Approved by Public Facilities Committee 9/16/13	No Action Needed
CO10	\$186,390.00	Updated quantity adjustment for full depth patching requested by SCDOT for 4 & 6-inch full depth asphalt pavement patching	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 10/21/13	Present to Committee/Council
CO11	\$129,455.00	Updated quantity adjustment requested by SCDOT for temp pavement markings	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 10/21/13	Present to Committee/Council
CO12	\$59,683.56	Adjustment for 3-month delay on issuing SCDHEC/OCRM Land Disturbance Permit	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 12/16/13	Present to Committee/Council
CO13	\$49,410.42	Quantity Adjustment for Elliptical Piping	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 11/4/13	Present to Committee/Council
CO14	\$18,172.50	Addition of Pay Item for Type B Inlet Filters	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 15	\$12,765.80	Flowable Fill use Price Increase	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 16	\$858.24	Rework to install 24" RCP at Station 116+50	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 17	\$732,195.82	Additional Asphalt Course Materials - 1 inch to protect base materials & provide sufficient final pavement structure as specified by SCDOT	CM/SCDOT/Eng Approved	Present to Committee/Council
Total CO's at 4/14/14	\$1,317,800.01			
CO Total for 1, 3-8, 10-17	\$1,240,854.27			Total CO's for Presentation

NOTE: \$16,405.00 Pd by Sun City towards CO 9 Mast Arms

Original Contract Value with Cleland Site Prep \$14,998,972.30 Approved by Council 7/23/12

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 001 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: CPM Adjustment to Current SCDOT Requirements

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0040	0001	1080300	LS	\$17,313.00	1	1	-1	1	This Chng: \$-17,313.00 Prev Revised: \$17,313.00 New Revised: \$0.00 Bid Contract: \$17,313.00 Net Change: \$-17,313.00 Pct Change: -100.	
Item Description CPM PROGRESS SCHEDULE				CO Item Description							
Supplemental Description1											
Supplemental Description2											
036938MTO1	0041	0001	1080300	LS	\$39,590.00	0	0	1	0	This Chng: \$39,590.00 Prev Revised: \$0.00 New Revised: \$39,590.00 Bid Contract: \$0.00 Net Change: \$39,590.00 Pct Change:	
Item Description CPM PROGRESS SCHEDULE				CO Item Description CPM adjustment to meet current SCDOT requirements.							
Supplemental Description1 CPM adjustment to meet current SCDOT requirements.											
Supplemental Description2											

Total Value for Change Order 001 = \$22,277.00

General or Standard Change Order Explanation

This change order is necessary to adjust the Contractor's CPM scheduling procedure to meet the current SCDOT Supplemental Specification requirements (effective March 1, 2007).

This brings the contract total to date to \$15,021,249.30 which overruns the original contract by a cumulative percentage of 0.15%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

BY: [Signature]

FIRM: [Signature] VICE PRESIDENT

and type of construction, these prices are reasonable.

Handwritten notes: SC 170, 1/26/13, 6/1/13

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 002 Force Accl ID: 0

Change Order Type: Standard Change Order

CO Description: Contract Adjustment to Current SCDOT Specifications Et. Al.

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0010	0001	1031000	LS	\$656,490.00	1	1	-0.5	1	This Chng: -\$328,245.00 Prev Revised: \$656,490.00 New Revised: \$328,245.00 Bid Contract: \$656,490.00 Net Change: -\$328,245.00 Pct Change: -50.	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b>							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0011	0001	1031000	LS	\$187,245.00	0	0	1	0	This Chng: \$187,245.00 Prev Revised: \$0.00 New Revised: \$187,245.00 Bid Contract: \$0.00 Net Change: \$187,245.00 Pct Change:	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)							
<b>Supplemental Description1</b> ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)											
<b>Supplemental Description2</b>											
036938MTO1	0031	0001	1071000	LS	\$3,500.00	0	0	1	0	This Chng: \$3,500.00 Prev Revised: \$0.00 New Revised: \$3,500.00 Bid Contract: \$0.00 Net Change: \$3,500.00 Pct Change:	
<b>Item Description</b> TRAFFIC CONTROL				<b>CO Item Description</b> TRAFFIC MANAGEMENT TRAINING							
<b>Supplemental Description1</b> TRAFFIC MANAGEMENT TRAINING											
<b>Supplemental Description2</b>											
036938MTO1	0195	0001	4012080	SY	\$70.00	0	0	1000	0	This Chng: \$70,000.00 Prev Revised: \$0.00 New Revised: \$70,000.00 Bid Contract: \$0.00 Net Change: \$70,000.00 Pct Change:	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-8"UNIF				<b>CO Item Description</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS							
<b>Supplemental Description1</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS											
<b>Supplemental Description2</b>											

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0830	0001	7141112	LF	\$19.84	104	104	-52	104	This Chng: \$-1,031.68	
<b>Item Description</b> 15" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$2,063.36			
<b>Supplemental Description1</b>								New Revised: \$1,031.68			
<b>Supplemental Description2</b>								Bid Contract: \$2,063.36			
								Net Change: \$-1,031.68			
								Pct Change: -50.			
036938MTO1	0831	0001	7141112	LF	\$36.16	0	0	52	0	This Chng: \$1,880.32	
<b>Item Description</b> 15" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$1,880.32			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$1,880.32			
								Pct Change:			
036938MTO1	0840	0001	7141113	LF	\$23.38	14600	14600	-7300	14600	This Chng: \$-170,674.00	
<b>Item Description</b> 18" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$341,348.00			
<b>Supplemental Description1</b>								New Revised: \$170,674.00			
<b>Supplemental Description2</b>								Bid Contract: \$341,348.00			
								Net Change: \$-170,674.00			
								Pct Change: -50.			
036938MTO1	0841	0001	7141113	LF	\$41.44	0	0	7300	0	This Chng: \$302,512.00	
<b>Item Description</b> 18" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$302,512.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$302,512.00			
								Pct Change:			
036938MTO1	0850	0001	7141114	LF	\$32.53	1500	1500	-750	1500	This Chng: \$-24,397.50	
<b>Item Description</b> 24" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$48,795.00			
<b>Supplemental Description1</b>								New Revised: \$24,397.50			
<b>Supplemental Description2</b>								Bid Contract: \$48,795.00			
								Net Change: \$-24,397.50			
								Pct Change: -50.			
036938MTO1	0851	0001	7141114	LF	\$48.98	0	0	750	0	This Chng: \$36,735.00	
<b>Item Description</b> 24" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$36,735.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$36,735.00			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0860	0001	7141115	LF	\$43.13	1400	1400	-700	1400	This Chng: \$-30,191.00	
<b>Item Description</b> 30" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$60,382.00			
<b>Supplemental Description1</b>								New Revised: \$30,191.00			
<b>Supplemental Description2</b>								Bid Contract: \$60,382.00			
								Net Change: \$-30,191.00			
								Pct Change: -50.			
036938MTO1	0861	0001	7141115	LF	\$61.20	0	0	700	0	This Chng: \$42,840.00	
<b>Item Description</b> 30" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$42,840.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$42,840.00			
								Pct Change:			
036938MTO1	0870	0001	7141116	LF	\$54.80	1400	1400	-700	1400	This Chng: \$-38,360.00	
<b>Item Description</b> 36" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$76,720.00			
<b>Supplemental Description1</b>								New Revised: \$38,360.00			
<b>Supplemental Description2</b>								Bid Contract: \$76,720.00			
								Net Change: \$-38,360.00			
								Pct Change: -50.			
036938MTO1	0871	0001	7141116	LF	\$77.86	0	0	700	0	This Chng: \$54,502.00	
<b>Item Description</b> 36" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$54,502.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$54,502.00			
								Pct Change:			
036938MTO1	0880	0001	7141117	LF	\$82.60	59	59	-30	59	This Chng: \$-2,478.00	
<b>Item Description</b> 42" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$4,873.40			
<b>Supplemental Description1</b>								New Revised: \$2,395.40			
<b>Supplemental Description2</b>								Bid Contract: \$4,873.40			
								Net Change: \$-2,478.00			
								Pct Change: -50.65			
036938MTO1	0881	0001	7141117	LF	\$110.96	0	0	30	0	This Chng: \$3,328.80	
<b>Item Description</b> 42" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$3,328.80			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$3,328.80			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0890	0001	7142512	EA	\$672.00	7	7	-4	7	This Chng: \$-2,688.00	
<b>Item Description</b> 15" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$4,704.00			
<b>Supplemental Description1</b>								New Revised: \$2,016.00			
<b>Supplemental Description2</b>								Bid Contract: \$4,704.00			
								Net Change: \$-2,688.00			
								Pct Change: -57.14			
036938MTO1	0891	0001	7142512	EA	\$700.60	0	0	4	0	This Chng: \$2,802.40	
<b>Item Description</b> 15" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$2,802.40			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$2,802.40			
								Pct Change:			
036938MTO1	0900	0001	7142513	EA	\$771.00	41	41	-21	41	This Chng: \$-16,191.00	
<b>Item Description</b> 18" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$31,611.00			
<b>Supplemental Description1</b>								New Revised: \$15,420.00			
<b>Supplemental Description2</b>								Bid Contract: \$31,611.00			
								Net Change: \$-16,191.00			
								Pct Change: -51.22			
036938MTO1	0901	0001	7142513	EA	\$801.64	0	0	21	0	This Chng: \$16,834.44	
<b>Item Description</b> 18" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$16,834.44			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$16,834.44			
								Pct Change:			
036938MTO1	0910	0001	7142514	EA	\$848.00	6	6	-3	6	This Chng: \$-2,544.00	
<b>Item Description</b> 24" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$5,088.00			
<b>Supplemental Description1</b>								New Revised: \$2,544.00			
<b>Supplemental Description2</b>								Bid Contract: \$5,088.00			
								Net Change: \$-2,544.00			
								Pct Change: -50.			
036938MTO1	0911	0001	7142514	EA	\$881.78	0	0	3	0	This Chng: \$2,645.28	
<b>Item Description</b> 24" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$2,645.28			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$2,645.28			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0920	0001	7142515	EA	\$914.00	4	4	-2	4	This Chng: -\$1,828.00
<b>Item Description</b> 30" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$3,656.00				
<b>Supplemental Description2</b>						New Revised: \$1,828.00				
						Bld Contract: \$3,656.00				
						Net Change: -\$1,828.00				
						Pct Change: -50.				
036938MTO1	0921	0001	7142515	EA	\$953.84	0	0	2	0	This Chng: \$1,907.68
<b>Item Description</b> 30" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$1,907.68				
						Bld Contract: \$0.00				
						Net Change: \$1,907.68				
						Pct Change:				
036938MTO1	0930	0001	7142516	EA	\$1,048.00	13	13	-7	13	This Chng: -\$7,336.00
<b>Item Description</b> 36" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$13,624.00				
<b>Supplemental Description2</b>						New Revised: \$6,288.00				
						Bid Contract: \$13,624.00				
						Net Change: -\$7,336.00				
						Pct Change: -53.85				
036938MTO1	0931	0001	7142516	EA	\$1,094.00	0	0	7	0	This Chng: \$7,658.00
<b>Item Description</b> 36" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$7,658.00				
						Bid Contract: \$0.00				
						Net Change: \$7,658.00				
						Pct Change:				
036938MTO1	0940	0001	7142517	EA	\$1,186.00	1	1	-1	1	This Chng: -\$1,186.00
<b>Item Description</b> 42" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$1,186.00				
<b>Supplemental Description2</b>						New Revised: \$0.00				
						Bid Contract: \$1,186.00				
						Net Change: -\$1,186.00				
						Pct Change: -100.				
036938MTO1	0941	0001	7142517	EA	\$1,241.20	0	0	1	0	This Chng: \$1,241.20
<b>Item Description</b> 42" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$1,241.20				
						Bid Contract: \$0.00				
						Net Change: \$1,241.20				
						Pct Change:				

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1580	0001	8999091	LS	\$76,890.00	1	1	-1	1	This Chng: \$-76,890.00	
Item Description MODULAR OFFICE FACILITY				CO Item Description				Prev Revised: \$76,890.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$76,890.00			
								Net Change: \$-76,890.00			
								Pct Change: -100.			
036938MTO1	1625	0001	9801800	DAY	\$150.00	0	0	80	0	This Chng: \$12,000.00	
Item Description CHANGE ORDER ITEM				CO Item Description EROSION INSPECTIONS & REPORTING				Prev Revised: \$0.00			
Supplemental Description1 EROSION INSPECTIONS & REPORTING								New Revised: \$12,000.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$12,000.00			
								Pct Change:			
036938MTO1	1628	0001	9801100	HR	\$200.00	0	0	20	0	This Chng: \$4,000.00	
Item Description CHANGE ORDER ITEM				CO Item Description IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS				Prev Revised: \$0.00			
Supplemental Description1 IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS								New Revised: \$4,000.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$4,000.00			
								Pct Change:			

Total Value for Change Order 002 = \$47,591.94

**General or Standard Change Order Explanation**

This change order is necessary to adjust the original Beaufort County contract provisions and specifications to the current SCDOT specifications, effective the date of this contract's letting. This change order is also necessary to add/delete individual line items re-negotiated with the Contractor as related to this specification change. This contract shall now be constructed to meet the SCDOT Standard Specifications for Highway Construction (Edition 2007), the SCDOT Construction Manual (Edition 2004), and the Supplemental Technical Specifications and Supplemental Specifications effective the date of this contract's letting. This supersedes Beaufort County's special provisions and technical specifications, but maintains the contractual obligations between the County and the Contractor.

This brings the contract total to date to \$15,068,841.24 which overruns the original contract by a cumulative percentage of 0.47%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

FIRM:

and type of construction, these prices are reasonable.

BY:

*[Handwritten Signature]*  
VP

CLAND SITE PREP, INC.

*[Handwritten Signature]*

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 03/12/2013

User: carrarj

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 003 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Construction Sign Relocation on SC170 End Project

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0271	0001	9800100	LS	\$550.00	0	0	1	0	This Chng: \$550.00
Item Description CHANGE ORDER ITEM Supplemental Description1 Relocation of Permanent Construction Signs at End Project Supplemental Description2 CO Item Description Relocation of Permanent Construction Signs at End Project										Prev Revised: \$0.00 New Revised: \$550.00 Bid Contract: \$0.00 Net Change: \$550.00 Pct Change:

Total Value for Change Order 003 = \$550.00

General or Standard Change Order Explanation

This change order is necessary to adjust the signed limits of construction at the end project to match the traffic staging limits. The original construction plans detailed the end project 0.8 miles longer than needed for the proposed work.

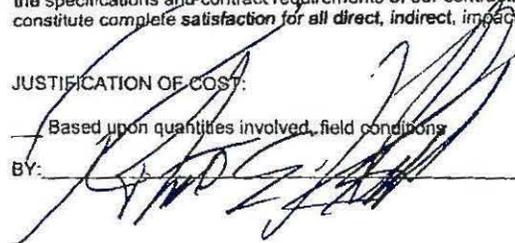
This brings the contract total to date to \$15,069,391.24 which overruns the original contract by a cumulative percentage of 0.47%.

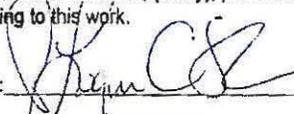
General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

BY: 

FIRM: 

and type of construction, these prices are reasonable.

VP  
CLLAND SITE PREP, INC.

Change Order Report

Contract ID: LPA07.038938A

Change Order Nbr: 004 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Addition of Orange Fencing for Wetlands Delineation

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1461	0001	9800300	LF	\$2.63	0	0	3000	0	This Chng: \$7,890.00	
Item Description				CHANGE ORDER ITEM				CO Item Description Orange Fence for Wetlands Delineation			
Supplemental Description1				Orange Fence for Wetlands Delineation				Prev Revised: \$0.00			
Supplemental Description2								New Revised: \$7,890.00			
								Bid Contract: \$0.00			
								Net Change: \$7,890.00			
								Pct Change:			
Total Value for Change Order 004						= \$7,890.00					

General or Standard Change Order Explanation

This change order is necessary to improve delineation of wetland buffers throughout the project limits as detailed in the US Army Corp Permit - Section 404. The orange fencing will provide a visible buffer and restrict ingress and egress.

This brings the contract total to date to \$15,077,281.24 which overruns the original contract by a cumulative percentage of 0.52%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST

Based upon quantities involved, field conditions

BY: [Signature]

FIRM:

and type of construction, these prices are reasonable.

[Signature]

VP

CULLAND SITE PREP, INC

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 005 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Adjustment to Perform Full Depth Patching on Exist. Pavement

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0192	0001	4012040	SY	\$38.34	0	0	1100	0	This Chng: \$42,174.00	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-4"UNIF				<b>CO Item Description</b> Full Depth Patching - 4" Uniform on Existing Pavement							
<b>Supplemental Description1</b> Full Depth Patching - 4" Uniform on Existing Pavement								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$42,174.00			
								Bid Contract: \$0.00			
								Net Change: \$42,174.00			
								Pct Change:			
036938MTO1	0194	0001	4012060	SY	\$45.98	0	0	309.894	0	This Chng: \$14,248.93	
<b>Item Description</b> F.DEP.ASPH.PAV.PATCH-6" UNIF.				<b>CO Item Description</b> Full Depth Patching - 6" Uniform on Existing Pavement							
<b>Supplemental Description1</b> Full Depth Patching - 6" Uniform on Existing Pavement								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$14,248.93			
								Bid Contract: \$0.00			
								Net Change: \$14,248.93			
								Pct Change:			
036938MTO1	0195	0001	4012080	SY	\$70.00	0	1000	-1000	1000	This Chng: -\$70,000.00	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-8"UNIF				<b>CO Item Description</b>							
<b>Supplemental Description1</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS								Prev Revised: \$70,000.00			
<b>Supplemental Description2</b>								New Revised: \$0.00			
								Bid Contract: \$0.00			
								Net Change: \$0.00			
								Pct Change:			
036938MTO1	0196	0001	1031010	EA	\$2,420.00	0	0	1	0	This Chng: \$2,420.00	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> Mobilization for Full Depth Patching							
<b>Supplemental Description1</b> Mobilization for Full Depth Patching								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$2,420.00			
								Bid Contract: \$0.00			
								Net Change: \$2,420.00			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0198	0001	1071100	EA	\$2,789.27	0	0	4	0	This Chng: \$11,157.08
Item Description TRAFFIC CONTROL Supplemental Description1 Traffic Control for Full Depth Patching Supplemental Description2										Pre Revised: \$0.00 New Revised: \$11,157.08 Bid Contract: \$0.00 Net Change: \$11,157.08 Pct Change:

CO Item Description Traffic Control for Full Depth Patching

Total Value for Change Order 005 = \$0.01

General or Standard Change Order Explanation

This change order is necessary to adjust the 8" Full Depth Patching to 4" and 6" Full Depth Patching and associate the required mobilization and traffic control costs. This patching is required to repair deficiencies in the existing pavement until such time the section can be overlaid or removed as part of the project's final roadway cross section.

This brings the contract total to date to \$15,077,281.25 which overruns the original contract by a cumulative percentage of 0.52%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLEANDSTE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY: [Signature] J.P.

[Signature]  
Robert E. Klink, PE  
Beaufort County Engineer

FILE 220.10  
COG - SCMO

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 05/14/2013

User: smithcb

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 006 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Asphalt Surface Type CM in lieu of Asphalt Surface T-E

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0221	0001	4030330	TON	\$63.00	0	0	190	0	This Chng: \$11,970.00	
Item Description H/M ASPH.SURF.CR. TYPE CM				CO Item Description H/M Asphalt Surface Type CM				Prev Revised: \$0.00			
Supplemental Description1 H/M Asphalt Surf Type CM								New Revised: \$11,970.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$11,970.00			
								Pct Change:			
036938MTO1	0230	0001	4030360	TON	\$63.00	4500	4500	-190	4500	This Chng: \$-11,970.00	
Item Description H/M ASPH.SURF.CR. TYPE E				CO Item Description				Prev Revised: \$283,500.00			
Supplemental Description1								New Revised: \$271,530.00			
Supplemental Description2								Bid Contract: \$283,500.00			
								Net Change: \$-11,970.00			
								Pct Change: -4.22			
Total Value for Change Order 006						= \$0.00					

General or Standard Change Order Explanation

This change order is to allow the use of Surface type CM in lieu of Surface Type E for the skin coat repair on the existing road. The specific locations are documented on letter dated 4/13/2013 from Cleland Construction.

This brings the contract total to date to \$15,077,281.25 which overruns the original contract by a cumulative percentage of 0.52%.

RECOMMENDED FOR APPROVAL  
Q/MCO 5/14/13

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

FIRM:

and type of construction, these prices are reasonable.

BY: *[Signature]*

# CLELAND



*Site Prep Since 1970*

April 23, 2013      **ASPHALT LEVELING SURFACE TP CM in lieu of TYPE E**

RE:      SC 170 Widening Project. File # LPA 07.036938A

Attn:      Chris Smith, Marc LeMin,

Cleland Site Prep would like request the opportunity to utilize asphalt Type CM in lieu of asphalt Type E for the same price as is in the Bid Documents of \$63.00 per ton. This request is only for the Skin coat quantities shown for Stations 97+00 to 103+11, 154+90 to 155+90 and 168+57 to 169+57. All other leveling and wedging per the Contract Documents will be performed with the Type E mix.

Thank you for your time and consideration in this matter and I look forward to your response. Be safe.

Sincerely,



Jason Dunn

Project Manager

Cc:

Project File #4204

Robert Klink, Beaufort County

Avery Cleland, CSP

Logan Crowther, CSP

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 007 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Add skimmers and porous baffles

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1462	0001	9800300	LF	\$12.54	0	0	500	0	This Chng: \$6,270.00 Prev Revised: \$0.00 New Revised: \$6,270.00 Bld Contract: \$0.00 Net Change: \$6,270.00 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add porous baffles to be installed in sediment ponds											
Supplemental Description2											
036938MTO1	1571	0001	9800200	EA	\$2,025.57	0	0	2	0	This Chng: \$4,051.14 Prev Revised: \$0.00 New Revised: \$4,051.14 Bld Contract: \$0.00 Net Change: \$4,051.14 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 2" skimmer assembly with riprap and maintenance											
Supplemental Description2											
036938MTO1	1572	0001	9800200	EA	\$2,188.82	0	0	1	0	This Chng: \$2,188.82 Prev Revised: \$0.00 New Revised: \$2,188.82 Bld Contract: \$0.00 Net Change: \$2,188.82 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 2.5" skimmer assembly with riprap and maintenance											
Supplemental Description2											
036938MTO1	1573	0001	9800200	EA	\$2,172.96	0	0	1	0	This Chng: \$2,172.96 Prev Revised: \$0.00 New Revised: \$2,172.96 Bld Contract: \$0.00 Net Change: \$2,172.96 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 3" skimmer assembly with riprap and maintenance											
Supplemental Description2											
Total Value for Change Order 007						= \$14,682.92					

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 2 of 2

General or Standard Change Order Explanation

This change order is to add pay items for skimmers and porous baffles. The prices submitted by the contractor have been reviewed and approved by the RCE, BC and CEI PM.

This brings the contract total to date to \$15,091,964.17 which overruns the original contract by a cumulative percentage of 0.62%.

General or Standard Change Order Explanation

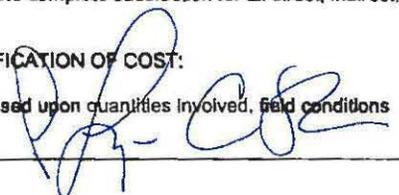
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

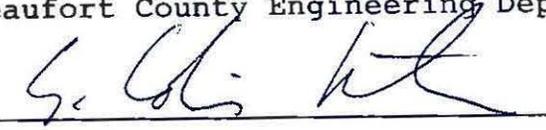
FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  VP

For Beaufort County Engineering Department

By 

Colin Kinton P.E.

Date 8-8-13

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 008 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Add 1 LS Moving Item at Verdier

Zero Dollar Change Order: No

Project Nbr	itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1301	0001	9800100	LS	\$8,523.00	0	0	1	0	This Chng: \$6,523.00	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 Add 1 LS removal of fence at Verdier								Prev Revised: \$0.00			
Supplemental Description2 and deliver to Beaufort County								New Revised: \$6,523.00			
								Bld Contract: \$0.00			
								Net Change: \$6,523.00			
								Pct Change:			
Total Value for Change Order 008						= \$6,523.00					

General or Standard Change Order Explanation

This change order is to add a pay item for a lump sum moving item at Verdier Plantation. The price submitted by the contractor has been reviewed and approved by the RCE, BC and the CEI PM.

This brings the contract total to date to \$15,098,487.17 which overruns the original contract by a cumulative percentage of 0.66%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

BY: [Signature]

For Beaufort County Engineering Department

By [Signature]  
Colin Kinton P.E.

Date 8-8-13

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 1 of 7

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 009 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Adding Mast Arms to traffic signals

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0012	0001	1031000	LS	\$1,280.00	0	0	1	0	This Chng: \$1,280.00 ✓	
Item Description MOBILIZATION				CO Item Description Adding Mast Arms				Prev Revised: \$0.00			
Supplemental Description1 Adding mast arms-Mobilization								New Revised: \$1,280.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,280.00			
								Pct Change:			
036938MTO1	0560	0001	6750278	LF	\$6.24	2400	2400	-1740	2400	This Chng: \$-10,857.60 ✓	
Item Description 2.0" SCHEDULE 80 PVC CONDUIT				CO Item Description Adding Mast Arms				Prev Revised: \$14,976.00			
Supplemental Description1								New Revised: \$4,118.40			
Supplemental Description2								Bid Contract: \$14,976.00			
								Net Change: \$-10,857.60			
								Pct Change: -72.5			
036938MTO1	0570	0001	675029C	LF	\$20.80	450	450	1020	450	This Chng: \$21,216.00 ✓	
Item Description 2"SCH40HDPE COND.(TRENCHLESS)				CO Item Description Adding Mast Arms				Prev Revised: \$9,360.00			
Supplemental Description1								New Revised: \$30,576.00			
Supplemental Description2								Bid Contract: \$9,360.00			
								Net Change: \$21,216.00			
								Pct Change: 226.67			
036938MTO1	0580	0001	6770388	LF	\$2.03	1200	1200	-450	1200	This Chng: \$-913.50 ✓	
Item Description NO.14CU.WIRE,4 CONDUCTOR-BLACK				CO Item Description Adding Mast Arms				Prev Revised: \$2,436.00			
Supplemental Description1								New Revised: \$1,522.50			
Supplemental Description2								Bid Contract: \$2,436.00			
								Net Change: \$-913.50			
								Pct Change: -37.5			

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0590	0001	6770389	LF	\$2.08	3500	3500	-2750	3500	This Chng: \$-5,720.00 ✓
Item Description NO.14CU.WIRE,4 CONDUCTOR-GRAY				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$7,280.00						
Supplemental Description2				New Revised: \$1,560.00						
				Bid Contract: \$7,280.00						
				Net Change: \$-5,720.00						
				Pct Change: -78.57						
036938MTO1	0600	0001	6770393	LF	\$2.18	4250	4250	-1660	4250	This Chng: \$-3,618.80 ✓
Item Description NO.14CU.WIRE,8 CONDUCTOR-BLACK				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$9,265.00						
Supplemental Description2				New Revised: \$5,646.20						
				Bid Contract: \$9,265.00						
				Net Change: \$-3,618.80						
				Pct Change: -39.06						
036938MTO1	0610	0001	6770394	LF	\$2.29	2100	2100	-2100	2100	This Chng: \$-4,809.00 ✓
Item Description NO.14CU.WIRE,8 CONDUCTOR-GRAY				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$4,809.00						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$4,809.00						
				Net Change: \$-4,809.00						
				Pct Change: -100.						
036938MTO1	0620	0001	6770413	LF	\$0.31	7850	7850	-7850	7850	This Chng: \$-2,433.50 ✓
Item Description NO. 14 COPPER WIRE, 1-COND.				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$2,433.50						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$2,433.50						
				Net Change: \$-2,433.50						
				Pct Change: -100.						
036938MTO1	0630	0001	6780495	LF	\$5.72	2400	2400	-2400	2400	This Chng: \$-13,728.00 ✓
Item Description SAWCUT FOR LOOP DETECTOR				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$13,728.00						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$13,728.00						
				Net Change: \$-13,728.00						
				Pct Change: -100.						
036938MTO1	0640	0001	6800499	EA	\$624.00	3	3	-1	3	This Chng: \$-624.00 ✓
Item Description ELEC.SERV. FOR TRAF. SIG.				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$1,872.00						
Supplemental Description2				New Revised: \$1,248.00						
				Bid Contract: \$1,872.00						
				Net Change: \$-624.00						
				Pct Change: -33.33						

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0650	0001	6800518	EA	\$390.00	33	33	-24	33	This Chng: \$-9,360.00 ✓
<b>Item Description</b> 13X24X18D ELEC.UNGRD.ENCLOS/HD				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$12,870.00
										New Revised: \$3,510.00
										Bid Contract: \$12,870.00
										Net Change: \$-9,360.00
										Pct Change: -72.73
036938MTO1	0650	0001	682505D	EA	\$7,176.00	12	12	-12	12	This Chng: \$-86,112.00 ✓
<b>Item Description</b> 13" X 32' STEEL STRAIN POLE				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$86,112.00
										New Revised: \$0.00
										Bid Contract: \$86,112.00
										Net Change: \$-86,112.00
										Pct Change: -100.
036938MTO1	0670	0001	6825092	LF	\$5.20	1200	1200	-1200	1200	This Chng: \$-6,240.00 ✓
<b>Item Description</b> 3/8" GALVANIZED STEEL CABLE				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$6,240.00
										New Revised: \$0.00
										Bid Contract: \$6,240.00
										Net Change: \$-6,240.00
										Pct Change: -100.
036938MTO1	0690	0001	6865720	EA	\$988.00	1	1	-1	1	This Chng: \$-988.00 ✓
<b>Item Description</b> 12"1WAY4SECT.-RA+RAYA.GA.				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$988.00
										New Revised: \$0.00
										Bid Contract: \$988.00
										Net Change: \$-988.00
										Pct Change: -100.
036938MTO1	0700	0001	6865731	EA	\$884.00	21	21	-9	21	This Chng: \$-7,956.00 ✓
<b>Item Description</b> 12"1WAY3SECT.-R.Y.G.TRAF.SGNL.				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$18,564.00
										New Revised: \$10,608.00
										Bid Contract: \$18,564.00
										Net Change: \$-7,956.00
										Pct Change: -42.86
036938MTO1	0710	0001	6865780	EA	\$520.00	10	10	-2	10	This Chng: \$-1,040.00 ✓
<b>Item Description</b> 1WAY-1SEC.HAND/MAN PED.SIGNAL				<b>CO Item Description</b> Adding Mast Arms						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
										Prev Revised: \$5,200.00
										New Revised: \$4,160.00
										Bid Contract: \$5,200.00
										Net Change: \$-1,040.00
										Pct Change: -20.

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 4 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0720	0001	6865790	EA	\$312.00	10	10	-2	10	This Chng: \$-624.00 ✓ Prev Revised: \$3,120.00 New Revised: \$2,496.00 Bid Contract: \$3,120.00 Net Change: \$-624.00 Pct Change: -20.	
Item Description PEDES.PUSH BUTTON&SIGN-R-10-4B				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0730	0001	6865830	EA	\$52.00	24	24	-24	24	This Chng: \$-1,248.00 ✓ Prev Revised: \$1,248.00 New Revised: \$0.00 Bid Contract: \$1,248.00 Net Change: \$-1,248.00 Pct Change: -100.	
Item Description VEH.TRAF.SGNL.MTG./SPAN WIRE				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0750	0001	6885993	EA	\$3,120.00	3	3	-1	3	This Chng: \$-3,120.00 ✓ Prev Revised: \$9,360.00 New Revised: \$6,240.00 Bid Contract: \$9,360.00 Net Change: \$-3,120.00 Pct Change: -33.33	
Item Description TEMP.ADJ.OF TRAF.SGNL EQUIPMNT.				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0760	0001	6885996	EA	\$884.00	1	1	-1	1	This Chng: \$-884.00 ✓ Prev Revised: \$884.00 New Revised: \$0.00 Bid Contract: \$884.00 Net Change: \$-884.00 Pct Change: -100.	
Item Description TEMP.TIMING ADJUST /SITE VISIT				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0780	0001	6888225	EA	\$1,040.00	3	3	-1	3	This Chng: \$-1,040.00 ✓ Prev Revised: \$3,120.00 New Revised: \$2,080.00 Bid Contract: \$3,120.00 Net Change: \$-1,040.00 Pct Change: -33.33	
Item Description INST.CONTROLLER-BASE MNTD.CAB.				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0781	0001	6888305	EA	\$401.50	0	0	14	0	This Chng: \$5,621.00 ✓ Prev Revised: \$0.00 New Revised: \$5,621.00 Bid Contract: \$0.00 Net Change: \$5,621.00 Pct Change:	
Item Description INST.MAST ARM MNT VEH.TRAF.SGL				CO Item Description		Adding mast arms					
Supplemental Description1 Adding mast arms											
Supplemental Description2											

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 5 of 7

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0782	0001	6888132	SF	\$302.50	0	0	2	0	This Chng: \$605.00 ✓
<b>Item Description</b> INST.FL.SH.FIXMSG.SGN-MAST.MNT				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$605.00				
						Bid Contract: \$0.00				
						Net Change: \$605.00				
						Pct Change:				
036938MTO1	0783	0001	9800200	EA	\$154.00	0	0	2	0	This Chng: \$308.00 ✓
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-R10-12 Sign						Prev Revised: \$0.00				
<b>Supplemental Description2</b> Left turn yield on green						New Revised: \$308.00				
						Bid Contract: \$0.00				
						Net Change: \$308.00				
						Pct Change:				
036938MTO1	0784	0001	9800200	EA	\$1,540.00	0	0	6	0	This Chng: \$9,240.00 ✓
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-LED Street Lights						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$9,240.00				
						Bid Contract: \$0.00				
						Net Change: \$9,240.00				
						Pct Change:				
036938MTO1	0785	0001	6888171	EA	\$16,126.00	0	0	4	0	This Chng \$64,504.00 ✓
<b>Item Description</b> INST.STL.POLE W/MAST ARM W/O F				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-without foundation						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$64,504.00				
						Bid Contract: \$0.00				
						Net Change: \$64,504.00				
						Pct Change:				
036938MTO1	0786	0001	6888174	CY	\$9,845.00	0	0	4	0	This Chng: \$39,380.00 ✓
<b>Item Description</b> INST FNDN FOR M.ARM CONC.REBAR				<b>CO Item Description</b> adding mast arm						
<b>Supplemental Description1</b> Adding mast arm-incl. rebar and concrete foundation						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$39,380.00				
						Bid Contract: \$0.00				
						Net Change: \$39,380.00				
						Pct Change:				
036938MTO1	0787	0001	6770494	EA	\$684.20	0	0	36	0	This Chng: \$24,631.20 ✓
<b>Item Description</b> F&I FLUSH MOUNTED WIRELESS SENSOR				<b>CO Item Description</b> dding mast arms						
<b>Supplemental Description1</b> Adding mast arms-Sensys Flush						Prev Revised: \$0.00				
<b>Supplemental Description2</b> vehicle detector						New Revised: \$24,631.20				
						Bid Contract: \$0.00				
						Net Change: \$24,631.20				
						Pct Change:				

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 6 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0788	0001	6770495	EA	\$1,387.10	0	0	4	0	This Chng: \$5,548.40 ✓
Item Description FURNISH & INSTALL WIRELESS REPEATER				CO Item Description		Adding mast arms				
Supplemental Description1 Adding mast arms-Radio repeater								Prev Revised: \$0.00		
Supplemental Description2								New Revised: \$5,548.40		
								Bid Contract: \$0.00		
								Net Change: \$5,548.40		
								Pct Change:		
036938MTO1	0789	0001	9800200	EA	\$3,569.50	0	0	2	0	This Chng: \$7,139.00 ✓
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms				
Supplemental Description1 Adding mast arms-Access Point Cards APCC-M-E								Prev Revised: \$0.00		
Supplemental Description2								New Revised: \$7,139.00		
								Bid Contract: \$0.00		
								Net Change: \$7,139.00		
								Pct Change:		
036938MTO1	0790	0001	6888255	EA	\$26.00	32	32	-32	32	This Chng: \$-832.00 ✓
Item Description INST.LOOP DETECTOR AMPLIFIER				CO Item Description		Adding Mast Arms				
Supplemental Description1								Prev Revised: \$832.00		
Supplemental Description2								New Revised: \$0.00		
								Bid Contract: \$832.00		
								Net Change: \$-832.00		
								Pct Change: -100.		
036938MTO1	0791	0001	9800200	EA	\$829.40	0	0	4	0	This Chng: \$3,317.60 ✓
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms				
Supplemental Description1 Adding mast arms-SPP Radio								Prev Revised: \$0.00		
Supplemental Description2								New Revised: \$3,317.60		
								Bid Contract: \$0.00		
								Net Change: \$3,317.60		
								Pct Change:		
036938MTO1	0792	0001	9800200	EA	\$519.20	0	0	4	0	This Chng: \$2,076.80 ✓
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms				
Supplemental Description1 Adding mast arms-Detection Radio Isolators								Prev Revised: \$0.00		
Supplemental Description2								New Revised: \$2,076.80		
								Bid Contract: \$0.00		
								Net Change: \$2,076.80		
								Pct Change:		
036938MTO1	0793	0001	9800200	EA	\$876.70	0	0	4	0	This Chng: \$3,506.80 ✓
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms				
Supplemental Description1 Adding mast arms-15' AL Pedestrian Pole								Prev Revised: \$0.00		
Supplemental Description2 Powder Coat Black								New Revised: \$3,506.80		
								Bid Contract: \$0.00		
								Net Change: \$3,506.80		
								Pct Change:		

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 7 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0794	0001	6770501	EA	\$86.80	0	0	36	0	This Chng: \$3,128.40 ✓	
Item Description FURNISH & INSTALL EPOXY TUBES				CO Item Description Adding mast arm				Prev Revised: \$0.00			
Supplemental Description1 Adding mast arms-epoxy tube								New Revised: \$3,128.40			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$3,128.40			
								Pct Change:			

Total Value for Change Order 009 = \$29,353.80

General or Standard Change Order Explanation

The purpose of this change order is to adjust the pay item quantities associated with adding mast arms at the signalized intersections.

The total additional cost resulting from this change is \$29,353.80. This brings the contract total to date to \$15,127,840.97 which overruns the original contract by a cumulative percentage of 0.86%.

Recommended by: Alan M. Wertz date: 10/1/13  
 Accepted by: Colin Kisten date: 10/1/13

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: IRELAND SITE PREP, INC.  
 BY: [Signature]

220.50

Rpt-ID: RCOGERPT

SOUTH CAROLINA

Date: 09/04/2013

User: schwarcw

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 010 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustment for full depth patching (4" & 6")

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0192	0001	4012040	SY	\$38.34	0	1100	3490.61	1100	This Chng: \$133,829.99	
Item Description FULL DEP.ASPH.PAV.PATCH-4"UNIF				CO Item Description Full Depth Patching-4" Uniform pn Existing Pavement				Prev Revised: \$42,174.00			
Supplemental Description1 Full Depth Patching - 4" Uniform on Existing Pavement								New Revised: \$176,003.99			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$176,003.99			
								Pct Change:			
036938MTO1	0194	0001	4012060	SY	\$45.98	0	309.894	1143.106	309.894	This Chng: \$52,560.01	
Item Description F.DEP.ASPH.PAV.PATCH-6" UNIF.				CO Item Description Full Depth Patching-6" Uniform pn Existing Pavement				Prev Revised: \$14,248.93			
Supplemental Description1 Full Depth Patching - 6" Uniform on Existing Pavement								New Revised: \$66,808.94			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$66,808.94			
								Pct Change:			
Total Value for Change Order 010						= \$186,390.00					

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for 4" and 6" Full Depth Patching to reflect the actual quantities required. This patching is required to repair deficiencies in the existing pavement until such time the section can be overlaid or removed as part of the project's final roadway cross section.

The total additional cost resulting from this change is \$186,390.00. This brings the contract total to date to \$15,540,610.13 which overruns the original contract by a cumulative percentage of 3.611%.

Recommended by: Alan M. Wertz date: 9/9/13  
 Accepted by: Colin Kinton date: 10/22/13

General or Standard Change Order Explanation

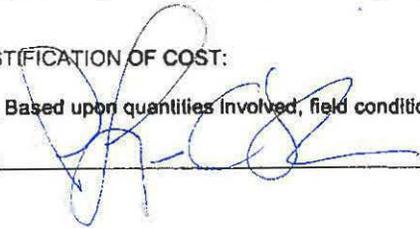
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  V.P.

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 011 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustments for temporary pavement markings

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0320	0001	609105A	LF	\$0.28	500	500	25000	500	This Chng: \$7,000.00 Prev Revised: \$140.00 New Revised: \$7,140.00 Bid Contract: \$140.00 Net Change: \$7,000.00 Pct Change: 5000.	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*WH.BROK.LNE				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0340	0001	609115A	LF	\$0.19	89000	89000	225000	89000	This Chng: \$42,750.00 Prev Revised: \$16,910.00 New Revised: \$59,660.00 Bid Contract: \$16,910.00 Net Change: \$42,750.00 Pct Change: 252.81	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*WH.SOLID LN				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0350	0001	609115B	LF	\$0.18	85000	85000	325000	85000	This Chng: \$58,500.00 Prev Revised: \$15,300.00 New Revised: \$73,800.00 Bid Contract: \$15,300.00 Net Change: \$58,500.00 Pct Change: 382.35	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*YEL.SLD.LN				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0351	0001	609130A	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50 Prev Revised: \$0.00 New Revised: \$1,237.50 Bid Contract: \$0.00 Net Change: \$1,237.50 Pct Change:	
<b>Item Description</b> PVT.MRK(TEMP-PNT)12*WH.SLD.LN.				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b> Add 12" wht solid pavement markings											
<b>Supplemental Description2</b>											

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0352	0001	609130B	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50 Prev Revised: \$0.00 New Revised: \$1,237.50 Bid Contract: \$0.00 Net Change: \$1,237.50 Pct Change:
Item Description PVT.MRK(TEMP-PNT)12"YEL.SLD.LN				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1 Add 12" Yel. Solid traffic paint										
Supplemental Description2										
036938MTO1	0353	0001	609135B	LF	\$3.12	0	0	2500	0	This Chng: \$7,800.00 Prev Revised: \$0.00 New Revised: \$7,800.00 Bid Contract: \$0.00 Net Change: \$7,800.00 Pct Change:
Item Description PVT.MRK(TEMP-PNT)24"YEL.SLD.LN				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1 Add 24" Yel. Solid traffic paint										
Supplemental Description2										
036938MTO1	0360	0001	609135A	LF	\$3.12	370	370	3500	370	This Chng: \$10,920.00 Prev Revised: \$1,154.40 New Revised: \$12,074.40 Bid Contract: \$1,154.40 Net Change: \$10,920.00 Pct Change: 945.95
Item Description PVT.MRK(TEMP-PNT)24"WH.SLD.LN.				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1										
Supplemental Description2										

Total Value for Change Order 011 = \$129,445.00

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for temporary pavement markings to cover current overruns and anticipated additional quantities required.

The total additional cost resulting from this change is \$129,445.00. This brings the contract total to date to \$15,670,055.13 which overruns the original contract by a cumulative percentage of 4.474%.

Recommended by: Alan M. Wertz date: 9/9/13  
 Accepted by: Colin Kinton date: 10/22/13

General or Standard Change Order Explanation

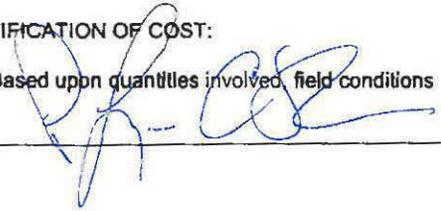
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

     Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  VP.

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 012 Force Acct ID: 0

Change Order Type: Extension

CO Description: Adding time and cost for delay in obtaining the SCDHEC NOI.

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0013	0001	9800100	LS	\$59,683.58	0	0	1	0	This Chng: \$59,683.58
Item Description CHANGE ORDER ITEM										Prev Revised: \$0.00
CO Item Description 91 time delay and cost (NOI)										New Revised: \$59,683.58
Supplemental Description1 Adding time and cost for delay in obtaining the SCDHEC NOI.										Bid Contract: \$0.00
Supplemental Description2										Net Change: \$59,683.58
										Pct Change:

Total Value for Change Order 012 = \$59,683.58

Change Order Report: Contract Completion Date Time Adjustment

Original Compl Date: 2014/05/18 Adj Compl Date: 2014/08/27 Adj No. of Days: 101

Explanation: This time extension is being granted for the 91 day delay in obtaining the NOI. The additional 10 days is to correct an input error in the SCDOT site manager system, which showed the original completion date of May 18, 2014. The actual completion date should have been May 28, 2014 based off Beaufort County letter dated November 14, 2012.

General or Standard Change Order Explanation

Cleland Site Prep has given notice that they expect to be compensated for additional costs associated with this 91 day delay. Beaufort County and the SCDOT have agreed that additional compensation is justified.

The total additional cost resulting from this change is \$59,683.58. The contract total to date is \$15,552,769.97 which overruns the original contract by a cumulative percentage of 3.36%.

Recommended by: Alan M. Wertz date: 12/3/13

Accepted by: Colin Kinton date: 12/17/13

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: CLEVELAND SITE PREP, INC.  
BY: [Signature] - VP

# CLELAND



*Site Prep Since 1970*

November 21, 2013

Mr. Alan Wertz  
I.C.E.  
33 Munch Drive  
Beaufort, SC 29906

RE: SC Hwy 170 Claim for Delay – 91 day

Dear Mr. Wertz:

Please find the attached request for equitable adjustment in contract pricing for the 91 calendar day delay in the owner not obtaining the OCRM Land Disturbance Permit so that the project could start based on our 2<sup>nd</sup> Notice to Proceed dated November 29, 2012. The attached costs represent the additional monies that were spent by Cleland Site Prep, Inc. performing work on the roadway during the period between the NTP and the OCRM Permit date that we have not been compensated for.

Total Additional Work Performed:	\$ 38,220.00
Additional Mobilization	\$ 3,125.00
Additional CPM Schedule Updates	\$ 712.80
Additional Traffic Control	\$ 12,200.00
Sub- Total	\$ 54,257.80
Additional Home Office Overhead ( 10% )	\$ 5,425.78
Total	\$ 59,683.58

Should you have any further questions concerning this matter, please contact me.

Regards,

  
P. Logan Crowther  
Vice President

CC: Chris Smith, SCDOT RCE  
Colin Kinton, Beaufort County Traffic Engineer  
CSP Project File # 4204

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 013 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Adding Elliptical Pipe

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0882	0001	7141144	LF	\$106.11	0	0	184	0	This Chng: \$19,524.24	
<b>Item Description</b> 24"X38"HE-RCP CUL-CLASS HE-III				<b>CO Item Description</b> Add Elliptical Pipe (St 107+50 & 155+20)				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 24" x 38" Elliptical Pipe								New Revised: \$19,524.24			
<b>Supplemental Description2</b> Sta 107+50 and 155+20								Bld Contract: \$0.00			
								Net Change: \$19,524.24			
								Pct Change:			
036938MTO1	0883	0001	7141146	LF	\$142.72	0	0	152	0	This Chng: \$21,693.44	
<b>Item Description</b> 29"X45"HE-RCP CUL-CLASS HE-III				<b>CO Item Description</b> Add Elliptical Pipe (St 117+50)				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 29" x 45" Elliptical Pipe								New Revised: \$21,693.44			
<b>Supplemental Description2</b> Sta 117+50								Bld Contract: \$0.00			
								Net Change: \$21,693.44			
								Pct Change:			
036938MTO1	0884	0001	9800200	EA	\$1,981.25	0	0	2	0	This Chng: \$3,962.50	
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Add Elliptical Pipe Beveled End Section (24" x 38")				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 24" x 38" Elliptical Pipe BES								New Revised: \$3,962.50			
<b>Supplemental Description2</b> Sta 107+50 and 155+20								Bld Contract: \$0.00			
								Net Change: \$3,962.50			
								Pct Change:			
036938MTO1	0885	0001	9800200	EA	\$2,115.12	0	0	2	0	This Chng: \$4,230.24	
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Add Elliptical Pipe Beveled End Section (29" x 45")				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 29" x 45" Elliptical Pipe BES								New Revised: \$4,230.24			
<b>Supplemental Description2</b> Sta 117+50								Bld Contract: \$0.00			
								Net Change: \$4,230.24			
								Pct Change:			

Total Value for Change Order 013

= \$49,410.42

General or Standard Change Order Explanation

This change order is necessary to add elliptical pipe to the quantities.

The total additional cost resulting from this change is \$48,410.42. This brings the contract total to date is \$15,493,086.39 which overruns the original contract by a cumulative percentage of 3.29%.

Recommended by: Alan M. Wertz date: 10/28/13

Accepted by: Colin Kinton date: 11/8/13

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLEVELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 014 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Type B Inlet Protection

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	1431	0001	8156210	EA	\$242.30	0	0	75	0	This Chng: \$18,172.50
<b>Item Description</b> INLET STRUCTURE FILTER-TYPE B						<b>CO Item Description</b> Add a pay item for type B inlet filters				Prev Revised: \$0.00
<b>Supplemental Description1</b> Adding a pay item for type B inlet filters for type										New Revised: \$18,172.50
<b>Supplemental Description2</b> 9s, 17s, and 18s										Bid Contract: \$0.00
										Net Change: \$18,172.50
										Pct Change:
Total Value for Change Order 014										= \$18,172.50

General or Standard Change Order Explanation

The erosion control plans require that type B inlet filters be installed at various drainage structures but a pay item for this type of inlet protection was not in the contract. A pay item for type B inlet filters is being added. Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,570,942.47 which overruns the original contract by a cumulative percentage of 3.81%.

Recommended by: Alan M. Wertz date: 3/6/14

Accepted by: Colin Kinton date: \_\_\_\_\_

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: STEWART SUTZ PRSP, INC  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 015 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Flow Fill Price Change

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0170	0001	2103000	CY	\$113.52	85	85	-85	85	This Chng: \$-9,649.20 Prev Revised: \$9,649.20 New Revised: \$0.00 Bid Contract: \$9,649.20 Net Change: \$-9,649.20 Pct Change: -100.	
<b>Item Description</b> FLOWABLE FILL				<b>CO Item Description</b> Deducting original contract price for flow fill							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0171	0001	2103000	CY	\$84.16	0	0	250	0	This Chng: \$21,040.00 Prev Revised: \$0.00 New Revised: \$21,040.00 Bid Contract: \$0.00 Net Change: \$21,040.00 Pct Change:	
<b>Item Description</b> FLOWABLE FILL				<b>CO Item Description</b> Flow Fill at cost plus 10%							
<b>Supplemental Description1</b> Flow Fill at cost plus 10%											
<b>Supplemental Description2</b> (Reduced original contract amount)											
036938MTO1	0172	0001	1031000	LS	\$1,375.00	0	0	1	0	This Chng: \$1,375.00 Prev Revised: \$0.00 New Revised: \$1,375.00 Bid Contract: \$0.00 Net Change: \$1,375.00 Pct Change:	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> Night Time Opening Fee							
<b>Supplemental Description1</b> Night Time Opening Fee											
<b>Supplemental Description2</b> \$275/each x 5 = \$1,375.00											
<b>Total Value for Change Order</b>						015					= \$12,765.80

**General or Standard Change Order Explanation**

This change order is for the Contractor to use flow fill as pipe backfill at pipe crossings under existing roadways that are in use at the time the new pipe is installed. Cleland Site Prep has agreed to install the flow fill at cost plus 10%. This agreement will reduce the anticipated additional cost for traffic control and the impact to the motoring public if regular pipe backfill is used. This change order deletes the original contract unit price and adds back a reduced unit price for flow fill. The quantity of flow fill will be increased. Since some of the pipe crossing work will be done at night, there is also an additional cost to open up the concrete plant for the flow fill to be produced.

Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,583,708.27 which overruns the original contract by a cumulative percentage of 3.90%.

Recommended by: Alan M. Wertz date: 3/6/14  
Alan M. Wertz

Accepted by: Colin Kinton date: 3/6/14  
Colin Kinton

**General or Standard Change Order Explanation**

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

**JUSTIFICATION OF COST:**

\_\_\_ Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: CLELAND SITE PREP, INC.  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 015 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Rework to install 24" RCP at 116+50 +/-

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0014	0001	1031000	LS	\$858.24	0	0	1	0	This Chng: \$858.24
<p>Item Description MOBILIZATION CO Item Description</p> <p>Supplemental Description1 Rework to install 24" RCP at 116+50 +/-</p> <p>Supplemental Description2</p>										<p>Prev Revised: \$0.00</p> <p>New Revised: \$858.24</p> <p>Bld Contract: \$0.00</p> <p>Net Change: \$858.24</p> <p>Pct Change:</p>
Total Value for Change Order 016						= \$858.24				

General or Standard Change Order Explanation

This change order is for a new section of 24" RCP drainage pipe that was added at station 116+50 +/- after the curb and gutter and stone base had already been placed in this area. The contractor has requested additional compensation to remove and replace a section of the curb and stone base. Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,584,566.51 which overruns the original contract by a cumulative percentage of 3.90%.

Recommended by: Alan M. Wertz date: 3/6/14

Accepted by: Colin Kinton date: 3/6/14

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: GLAND SIZE PRESS, INC  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 017 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Revised Asphalt Pavement Section

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0190	0001	4011004	TON	\$565.08	3630	3630	-3619.62	3630	This Chng: -\$2,045,374.87 Prev Revised: \$2,051,240.40 New Revised: \$5,865.53 Bld Contract: \$2,051,240.40 Net Change: -\$2,045,374.87 Pct Change: -89.71	
Item Description LIQUID ASPHALT BINDER PG64-22				CO Item Description							
Supplemental Description1											
Supplemental Description2											
036938MTO1	0191	0001	4011004	TON	\$665.70	0	0	3618	0	This Chng: \$2,407,171.20 Prev Revised: \$0.00 New Revised: \$2,407,171.20 Bld Contract: \$0.00 Net Change: \$2,407,171.20 Pct Change:	
Item Description LIQUID ASPHALT BINDER PG64-22				CO Item Description							
Supplemental Description1 Pricing based on SCDOT index for Liquid Asphalt dated 2/1/14											
Supplemental Description2											
036938MTO1	0210	0001	4020320	TON	\$45.42	20375	20375	-20375	20375	This Chng: -\$925,432.50 Prev Revised: \$925,432.50 New Revised: \$0.00 Bld Contract: \$925,432.50 Net Change: -\$925,432.50 Pct Change: -100.	
Item Description H/M ASPH.INTERMEDIATE CR.TYPE B				CO Item Description							
Supplemental Description1											
Supplemental Description2											
036938MTO1	0211	0001	4020330	TON	\$57.23	0	0	20375	0	This Chng: \$1,166,061.25 Prev Revised: \$0.00 New Revised: \$1,166,061.25 Bld Contract: \$0.00 Net Change: \$1,166,061.25 Pct Change:	
Item Description H/M ASPH.INTERMEDIATE CR.TYPE C				CO Item Description							
Supplemental Description1											
Supplemental Description2											

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0231	0001	4030360	TON	\$56.80	0	0	4500	0	This Chng: \$255,600.00

Item Description H/M ASPH.SURF.CR. TYPE E

CO Item Description

Supplemental Description1

Supplemental Description2

Prev Revised: \$0.00  
 New Revised: \$255,600.00  
 Bid Contract: \$0.00  
 Net Change: \$255,600.00  
 Pct Change:

Total Value for Change Order 017 = \$732,195.82

**General or Standard Change Order Explanation**

This change order is necessary to adjust the quantities for the asphalt paving to reflect the revised pavement section and the actual quantities anticipated as noted in the attached letter from Cleland Site Prep dated February 20, 2014.

The total additional cost resulting from this change is \$732,195.82. This brings the contract total to date to \$16,316,762.33 which overruns the original contract by a cumulative percentage of 8.79%.

**General or Standard Change Order Explanation**

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

**JUSTIFICATION OF COST:**

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_



**COUNTY COUNCIL OF BEAUFORT COUNTY  
ENGINEERING AND INFRASTRUCTURE DIVISION**

Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
Phone: (843) 255-2730 Fax: (843) 255-9420

April 2, 2014

Logan Crowther, Vice President  
Cleland Site Prep  
426 Red Oaks Drive  
Ridgeland, SC 29936

**Re: SC 170 Widening Revised Asphalt Pricing**

Dear Logan:

Thank you for your letter of February 20, 2014 regarding revised asphalt pricing on this project due to the changes in the pavement structure.

The asphalt mix substitutions have been reviewed and approved by SCDOT with the revised pricing and quantities as shown below.

Liquid Asphalt Binder PG 64-22**	3,616 TN @ \$665.70	\$ 2,407,171.20
HMA Intermediate Course Type C (Level >2")	20,375 TN @ \$ 57.23	\$ 1,166,061.25
HMA Intermediate Course Type B (300#/sy)	19,920 TN @ \$ 58.28	\$ 1,160,838.00
HMA Surface Course Type B (200#/sy)	25,010 TN @ \$ 58.01	\$ 1,450,892.63
HMA Surface Course Type C (Pathway-150#/sy)	2,205 TN @ \$ 59.64	\$ 131,506.20
HMA Surface Course Type E (Leveling <2")	4,500 TN @ \$ 56.80	\$ 268,380.00
Total		\$ 6,584,849.28

\*\* Pricing based on the SCDOT index for Liquid Asphalt Binder dated February 1, 2014

Please note, Beaufort County is approving the revised pricing and quantities stated above so as to ensure continued momentum and progress on this project. However, Beaufort County reserves all rights that it may have under its contract with Cleland Site Prep, including, but not limited to, all specified unit pricing that may be applicable or identified within the contract for the items stated above. It is Beaufort County's intention to seek a contribution from other parties for any and all amounts incurred above the contractually stated unit prices. However, these actions shall in no way represent a waiver or release of any rights Beaufort County may have arising under its contract with Cleland Site Prep.

Sincerely:

Robert McFee, P.E.  
Division Director Engineering and Infrastructure

JRM/cvs

CHANGE ORDERS FOR BLUFFTON PARKWAY PHASE 5A SEGMENT 2  
RR DAWSON BRIDGE COMPANY

4/14/2014

Item	Amount	Description	Current Approval Condition	Action Needed
CO1	\$2,276.92	Speed Limit Signage Change Specified by SCDOT	CM/SCDOT/ENG/LPA Approved	Present to Committee/Council
CO2	\$1,549.70	Permanent Signage Change Specified by SCDOT	CM/SCDOT/ENG/LPA Approved	Present to Committee/Council
CO3	-\$71,329.19	Concrete Strain Poles	CM/SCDOT/ENG/LPA Approved	Work will be Contracted Out Separately CO reduces budget and scope of Dawson contract
CO4	\$482,201.85	Drill Shaft Extensions for Bridge Foundations	CM/SCDOT/ENG/LPA Approved Presented to Public Facilities Committee Info Only 12/16/13	Present to Committee/Council
CO5	\$3,080.00	Pavement Markings Change Specified by SCDOT	CM/SCDOT/ENG/LPA Approved	Present to Committee/Council
CO6				
Total CO's at 4/14/14	\$417,779.28			

Original Contract Value with R. R. Dawson \$36,665,629.96 Approved by Council 2/25/13



### LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below.

Local Public Agency: BEAUFORT COUNTY

Contact Person: ROBERT MCFEE Title: DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

Address: 100 RIBAUT RD, P.O. BOX 1228, BEAUFORT, SC 29902 Phone: 843-255-2730

Project Name: BILFETON PARKWAY 5A-SEGMENT 2

County: BEAUFORT Master PIN: 41794-PEC1

Contract Number: BEAU(CO1) File Number: 07.041794 JFB No. 13-54500-0810-05

Date of Agreement: OCTOBER 9, 2012 Maximum Funding: \_\_\_\_\_

Change Order Number: 001

Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other

Date of Executed Contract between Owner and Contractor: OCTOBER 25, 2013

Original Completion Date: OCTOBER 18, 2015 Revised Completion Date: OCTOBER 18, 2015

Original Contract Price: \$ 36,665,629.96 Revised Contract Price: \$ 36,667,906.88 + 2,276.92

This change order request shall include the following documentation:

- Detailed explanation for change order request
- Itemized listing of each change order item with price
- Total cost of change order request
- Additional contract time with revised completion date (if necessary)
- Prime Contractor signature and date

Submitted: [Signature] Local Public Agency 8/14/13 Date

Recommended: [Signature] Resident Construction Engineer 8/14/13 Date

Recommended: [Signature] For R.T. Clark District Engineering Administrator 8/23/13 Date

Approved: [Signature] Local Public Agency Administrator 8/27/13 Date

**NOTE:** Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT

August 5, 2013

Mr. Robert McFee, PE  
Director of Engineering and Infrastructure  
Beaufort County Engineering  
100 Ribaut Road  
P.O. Box 1228  
Beaufort, SC 29902

RE: Bluffton Parkway 5A – Segment 2  
SC File #: 07.041794  
Beaufort County Project #: BEAU(001)  
F&ME Project No. C8300.00  
Subject: RR Dawson Change Order #07: Speed Limit Change

Dear Mr. McFee,

RR Dawson Bridge Company has requested a change to the original contract amount, \$36,665,629.96, associated to the speed limit changes that occurred along US 278.

The change order amount recommended for approval and payment totals \$2,276.92 with no additional contract time added to the project duration. Pending the approval of change order #07 via the LPA Change Order Request process, the revised contract price for Bluffton Parkway 5A – Segment 2 shall be \$36,667,906.88.

The attachments provided illustrate the record of negotiation and history associated to change order #07. Also shown in the negotiations is Dawson's endorsement to relinquish ownership of the speed limit signs, posts, and associated hardware to Beaufort County.

Pending your satisfaction of the attached change order #07 and associated documentation, please sign as the Local Public Agency and return the LPA Change Order Request Form to my attention for continuing signature distribution.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

*John Nguyen*

John Nguyen  
Project Manager  
F&ME Consultants  
1536 Fording Island Road, Suite 105  
Hilton Head Island, SC 29926

CO # 2  
+\$1,549.09



### LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below:

Local Public Agency: City of Columbia  
 Contact Person: James H. ... Title: ...  
 Address: ... Phone: ...  
 Project Name: ...  
 County: ... Master PIN: ...  
 Contract Number: ... File Number: ...  
 Date of Agreement: ... Maximum Funding: ...

Change Order Number: ...  
 Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other   
 Date of Executed Contract between Owner and Contractor: ...  
 Original Completion Date: ... Revised Completion Date: ...  
 Original Contract Price: ... Revised Contract Price: ...

This change order request shall include the following documentation: +\$1,549.70

- Detailed explanation for change order request
- Itemized listing of each change order item with price
- Total cost of change order request
- Additional contract time with revised completion date (if necessary)
- Prime Contractor signature and date

Submitted: [Signature] Local Public Agency Date: 9/20/13

Recommended: [Signature] Resident Construction Engineer Date: 9/20/13

Recommended: [Signature] For R. T. Clark District Engineering Administrator Date: 10/7/13

Approved: [Signature] Local Public Agency Administrator Date: 10/10/13

NOTE: Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT.

September 20, 2013

Mr. Robert McFee, PE  
Director of Engineering and Infrastructure  
Beaufort County Engineering  
100 Ribaut Road  
P.O. Box 1228  
Beaufort, SC 29902

**RE: Bluffton Parkway 5A – Segment 2**  
**SC File #: 07.041794**  
**Beaufort County Project #: BEAU(001)**  
**F&ME Project No. C8300.00**  
**Subject: RR Dawson: LPA Change Order 002: Permanent Signage Quantities**

Dear Mr. McFee,

Please see the following change order associated to the revisions to the quantities for the Permanent Signage for Bluffton Parkway 5A – Segment 2. Quantities, per Beaufort County's request, have been revised by the EOR and an itemized change order has been provided by RR Dawson.

RR Dawson has provided a proposal associated to revisions to the Permanent Signage quantities that amounts to \$1,549.70. Pending the approval of the LPA Change Order 002, the revised contract price will total \$36,669,456.58.

The change order amount recommended for approval and payment totals \$1,549.70 with no additional contract time added to the project duration.

The attachments provided illustrate the record of negotiation and history associated to LPA Change Order 002.

Pending your satisfaction of the attached LPA Change Order 002 and associated documentation, please sign as the Local Public Agency and return the LPA Change Order Request Form to my attention for continuing signature distribution.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

*John Nguyen*

John Nguyen  
Project Manager  
F&ME Consultants  
1536 Fording Island Road, Suite 105  
Hilton Head Island, SC 29926

Deduct Co #3  
- 71,329.19

FILE



### LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below.

Local Public Agency: Beaufort County

Contact Person: Robert Mafee Title: Director of Engineering + Infrastructure

Address: 100 Ribaut Rd PO Box 1228 Beaufort SC 29902 Phone: 843.255.2730

Project Name: Bluffton parkway SA, segment 2

County: Beaufort Master PIN: 41794 - PED1

Contract Number: BEAU (001) File Number: 07.041794 IFB No. 13-54500-0810.05

Date of Agreement: October 9, 2012 Maximum Funding: \_\_\_\_\_

Change Order Number: 003

Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other

Date of Executed Contract between Owner and Contractor: October 25, 2012

Original Completion Date: October 18, 2015 Revised Completion Date: \_\_\_\_\_

Original Contract Price: \$36,606,102.96 Revised Contract Price: \$37,083,409.24

This change order request shall include the following documentation: LPA CO 001: \$36,606,900.88  
 002: \$36,609,456.58  
 \* 003: \$36,598,107.39 - 71,329.19  
 004: \$37,080,329.24  
 005: \$37,083,409.24

Detailed explanation for change order request  
 Itemized listing of each change order item with price  
 Total cost of change order request  
 Additional contract time with revised completion date (if necessary)  
 Prime Contractor signature and date

Submitted: [Signature] Local Public Agency 3/7/14 Date

Recommended: [Signature] Resident Construction Engineer 3/7/14 Date

Recommended: Robert T. Clark District Engineering Administrator 3/11/14 Date

Approved: [Signature] Local Public Agency Administrator 3/11/14 Date

NOTE: Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT.

February 28, 2014

Ms. Elizabeth Martin Chipley  
 Project Coordinator  
 R.R. Dawson Bridge Co., LLC  
 P.O Box 2510  
 Midlothian, VA 23113

RE: Bluffton Parkway 5A – Segment 2  
 SC File #: 07.041794  
 Beaufort County Project #: BEAU(001)  
 F&ME Project No. C8300.00  
 Subject: LPA Change Order #003 – Cost Proposal: Concrete Strain Poles

Dear Ms. Chipley,

Please refer to the chart below regarding the pricing associated with LPA Change Order #003: Concrete Strain Poles. The County has elected to deduct these costs from the original contract documents. Costs associated to this deductive change order were derived from the unit prices provided by Dawson in the Certified Bid Tab. The total deductions will be \$71,329.19.

Item #	Item Description	Unit	Bid Quantity	Unit Price	Total Bid Amount
6750275	1.0" SCHEDULE 80 PVC CONDUIT	LF	216.000	\$4.20	\$907.20
6750278	2.0" SCHEDULE 80 PVC CONDUIT	LF	830.000	\$7.35	\$6,100.50
675027C	3.0" SCHEDULE 80 PVC CONDUIT	LF	95.000	\$12.60	\$1,197.00
6770388	NO.14CU.WIRE,4 CONDUCTOR-BLACK	LF	1818.000	\$1.68	\$3,054.24
6770389	NO.14CU.WIRE,4 CONDUCTOR-GRAY	LF	1664.000	\$1.58	\$2,629.12
6770393	NO.14CU.WIRE,8 CONDUCTOR-BLACK	LF	881.000	\$2.78	\$2,449.18
6770394	NO.14CU.WIRE,8 CONDUCTOR-GRAY	LF	668.000	\$2.28	\$1,523.04
6770413	NO. 14 COPPER WIRE, 1-COND.	LF	2232.000	\$0.26	\$580.32
6780495	SAWCUT FOR LOOP DETECTOR	LF	792.000	\$5.25	\$4,158.00
6800499	ELEC.SERV. FOR TRAF. SIG.	EA	1.000	\$729.75	\$729.75
6800518	13X24X18D.ELEC.UNGRD.ENCLOS/HD	EA	8.000	\$351.75	\$2,814.00
682505D	F&I 13"X32" STEEL STRAIN POLE	EA	4.000	\$6,090.00	\$24,360.00
6825090	1/4" GALVANIZED STEEL CABLE	LF	594.000	\$2.36	\$1,401.84
6825092	3/8" GALVANIZED STEEL CABLE	LF	594.000	\$5.25	\$3,118.50
6825484	10'BRK-AWAY ALUM.PEDEST. POLE	EA	1.000	\$682.50	\$682.50
6865731	12"1WAY3SECT.-R.Y.G.TRAF.SGNL.	EA	9.000	\$603.75	\$5,433.75
6865780	1WAY-1SEC.HAND/MAN PED.SIGNAL	EA	8.000	\$588.00	\$4,704.00
6865792	PED.PUSH BUT.&SIGN-CUSTOM MSG.	EA	8.000	\$262.50	\$2,100.00
6865830	VEH.TRAF.SGNL.MTG./SPAN WIRE	EA	9.000	\$78.75	\$708.75
6865840	PEDESTR.TRAF.SGNL.MTG/POST TOP	EA	1.000	\$105.00	\$105.00
6865841	PEDEST.TRAF.SGNL.MTG/SIDE POLE	EA	7.000	\$105.00	\$735.00
6885992	TEMP.ADJ.OF TRAF.SGNL.EQPMNT.	LS	1.000	\$472.50	\$472.50
6885010	INTEGRATION	LS	1.000	\$840.00	\$840.00
6888225	INST.CONTROLLER-BASE MNTD.CAB.W/FOUND.	EA	1.000	\$315.00	\$315.00
6888255	INST.LOOP DETECTOR AMPLIFIER	EA	4.000	\$52.50	\$210.00
					-- \$71,329.19

CO#4  
+482,201.85



### LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below.

Local Public Agency: BEAUFORT COUNTY

Contact Person: ROBERT MCFEE Title: DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

Address: 100 RIDGENT RD, PO BOX 1228, BEAUFORT, SC 29902 Phone: 843-255-2730

Project Name: BLUFFTON PARKWAY 5A- SEGMENT 2

County: BEAUFORT Master PIN: 41794-PE01

Contract Number: BEAU (001) File Number: 07.041794 IFB No. 13-54500-0810-05

Date of Agreement: OCTOBER 9, 2012 Maximum Funding: \_\_\_\_\_

Change Order Number: 004

Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other

Date of Executed Contract between Owner and Contractor: OCTOBER 25, 2013

Original Completion Date: OCTOBER 18, 2015 Revised Completion Date: OCTOBER 15, 2015

Original Contract Price: \$1,362,665,629.96 Revised Contract Price: LPA CO 001: \$36,669,496.58

This change order request shall include the following documentation:  
 Detailed explanation for change order request  
 Itemized listing of each change order item with price  
 Total cost of change order request  
 Additional contract time with revised completion date (if necessary)  
 Prime Contractor signature and date

LPA CO 002: \$36,669,496.58  
LPA CO 003: STILL NEGOTIATING  
LPA CO 004: \$37,151,658.43 482,201.85

Submitted: [Signature] Local Public Agency Date: 12/16/13

Recommended: [Signature] Resident Construction Engineer Date: 12/17/13

Recommended: Robert T. Clark 2nd District Engineering Administrator Date: 2-3-14

Approved: [Signature] Local Public Agency Administrator Date: 2/10/14

**NOTE:** Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT.

November 12, 2013

Mr. Robert McFee  
Director of Engineering and Infrastructure  
Beaufort County Engineering Division  
102 Industrial Village Road  
Beaufort, SC 29906

**RE: Bluffton Parkway 5A – Segment 2**  
**SC File #: 07.041794**  
**Beaufort County Project #: BEAU(001)**  
**F&ME Project No. C8300.00**  
**Subject: Bluffton Parkway 5A – Segment 2: LPA Change Order 004 – Drill Shaft Extensions**  
**(Executive Summary)**

Dear Mr. McFee,

Per the Contract Documents, a test shaft was constructed by RR Dawson Bridge Company on 7/19/13. The test shaft was constructed in order to confirm the assumptions made during the design of the Bluffton Parkway 5A – Flyover Bridge.

Following the LoadTest performed on the test shaft on 7/25/13, the results yielded unforeseen end bearing movements. With the test data, the Engineer of Record (ICA Engineering) recommended that certain drill shafts be extended to counter the end bearing movement. Attached is a summary of drill shaft extension lengths.

A change order was submitted by Dawson on 10/18/13 for additional costs associated with the drill shaft lengthening. The total additional cost for lengthening the shafts is **\$482,201.85**.

Back-up documentation and the LPA Change Order 004 form follow this Executive Summary.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

*John Nguyen*

John Nguyen  
Project Manager  
F&ME Consultants  
1536 Fording Island Road, Suite 105  
Hilton Head Island, SC 29926

Attachments: Drill Shaft Extension Summary Chart

cc: A. Shannon, F&ME  
A. Jones, F&ME  
C. Kinton, BC  
G. Kubic, BC  
M. Hickman, BC  
K. Green, SCDOT  
File

CO # 5  
+ 3080.00



### LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below.

Local Public Agency: Beaufort county  
 Contact Person: Robert McFer Title: Director of Engineering + Infrastructure  
 Address: 100 Ribaut Rd, PO Box 1228, Beaufort SC 29902 Phone: 843.255.2730  
 Project Name: Bluffton Parkway SA, segment 2  
 County: Beaufort Master PIN: 41794 - PE 01  
 Contract Number: BEAU (001) File Number: 07.041794 IFB NO. B-54500-0810-05  
 Date of Agreement: October 9, 2012 Maximum Funding: \_\_\_\_\_

Change Order Number: 005

Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other

Date of Executed Contract between Owner and Contractor: October 25, 2012

Original Completion Date: October 18, 2015 Revised Completion Date: October 18, 2015

Original Contract Price: \$36,665,629.96 Revised Contract Price: \_\_\_\_\_

**This change order request shall include the following documentation:**

- Detailed explanation for change order request
- Itemized listing of each change order item with price
- Total cost of change order request
- Additional contract time with revised completion date (if necessary)
- Prime Contractor signature and date

LPA CO 001: \$36,667,906.88  
 LPA CO 002: \$36,669,456.58  
 LPA CO 003: \$(still negotiating)  
 LPA CO 004: \$37,151,658.43  
 LPA CO 005: \$37,154,738.43 + 3,080.00

Submitted: [Signature] \_\_\_\_\_  
 Local Public Agency \_\_\_\_\_ Date 2/4/14

Recommended: \_\_\_\_\_  
 Resident Construction Engineer \_\_\_\_\_ Date \_\_\_\_\_

Recommended: \_\_\_\_\_  
 District Engineering Administrator \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_  
 Local Public Agency Administrator \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT.

# R. R. DAWSON BRIDGE COMPANY LLC

P. O. BOX 88 • LEXINGTON, KENTUCKY 40588-0088 • (859) 269-4644 • FAX (859) 266-7378

January 3, 2014

MEMBERS:  
R. R. DAWSON, JR.  
GEORGE D. MARTIN  
THOMAS C. DAWSON

John Nguyen  
F&ME Consultants  
1536 Fording Island Road, Suite 105  
Hilton Head, SC 29926

Re: Correction on T-1 Perm. (60 Mil) 24" Yellow. Sol. -Change Order #5 (In reference to Change Order #2)

File #: 07.041794  
Project #: BEAU (001)

Dear Mr. Nguyen,

On September 4, 2013, Dawson submitted Change Order #2 for the permanent signage quantities from F&ME and ICA (sheets 2A, PM1 and PM2, PM3, PM4, and PM6) on 8/29/13 and T-1 Perm. (60 Mil) 24" Yellow. Sol. Pavement Markings. Per these revisions, the proposed changes in costs were broken down as such:

#### Original Bid Amounts:

6510105	FLAT SHEET, TYPE III, FIXED SIZE	85.75	SF	30.98	\$2,656.54
6510106	FLAT. SH., T-3, SIZE DETER. BY MSG.	78.25	SF	34.76	\$2,719.97
6531210	U-SEC. POST FOR SIGN SUPP.-3P	228.00	LF	6.88	\$1,568.64
6531215	U-SEC. POST FOR SIGN SUPP.-2P	35.33	LF	6.88	\$243.07
					<b>\$7,188.22</b>

#### Revised Bid Amounts per Quantity Changes on 7/2/13 (in parenthesis):

6510105	FLAT SHEET, TYPE III, FIXED SIZE	161.70 (+75.95)	SF	30.98	\$5,009.47
6510106	FLAT. SH., T-3, SIZE DETER. BY MSG.	108.25 (+30.00)	SF	34.76	\$3,762.77
6531210	U-SEC. POST FOR SIGN SUPP.-3P	346.00 (+118.00)	LF	6.88	\$2,380.48
6531215	U-SEC. POST FOR SIGN SUPP.-2P	48.00 (+12.67)	LF	6.88	\$330.24
					<b>\$11,482.96</b>

#### 2<sup>nd</sup> Revision to Bid Amounts per Quantity Changes on 8/22/13 (in parenthesis):

6510105	FLAT SHEET, TYPE III, FIXED SIZE	157.07 (-4.630)	SF	30.98	\$4,866.03
6510106	FLAT. SH., T-3, SIZE DETER. BY MSG.	48.25 (-60.00)	SF	34.76	\$1,677.17
6531210	U-SEC. POST FOR SIGN SUPP.-3P	295.00 (-51.00)	LF	6.88	\$2,029.60
6531215	U-SEC. POST FOR SIGN SUPP.-2P	24.00 (-24.00)	LF	6.88	\$165.12
	Total Permanent Signage Amount				<b>\$8737.92</b>
6351480	PREF. FLEX. RETRO. PVMT MARKING (T-I) PERM. (60 MIL) 24" YEL. SOL.	70.00	LF	44.00	\$3,080.00
	Total Permanent Signage plus Pavement Mkgs:				<b>\$11,817.92</b>

Original bid totaled \$7,188.22 and with the revised quantities in the permanent signage, the total was \$8,737.92. The total permanent signage revision and change order #2 was approved for an additional \$1,549.70 however; the addition of the pavement markings was not included which would have made the total change order \$4,629.70 ( $\$11,817.92 - \$7,188.22 = \$4,629.70$ ). The T-1 Permanent 60 MIL 24" Yellow was accidentally overlooked in the total on change order #2 for the amount of \$3080.00 and Dawson hereby submits a change order for **\$3,080.00.**

Please let me know if there are any questions and we request that these changes be reflected on the next pay estimate (January 2014).

Best regards,



Elizabeth M. Chipley  
Project Coordinator  
R.R. Dawson Bridge Co., LLC

Cc: Mr. Gerry Hargis (RRDBC)  
Mr. Adam Shannon (F&ME)



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
102 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering and Infrastructure *RMcFee*

SUBJ: **CHANGE ORDERS FOR SC 170 WIDENING CONSTRUCTION**

DATE: April 17, 2014

**BACKGROUND.** On 7/23/12, Beaufort County Council awarded a contract to Cleland Site Prep, Inc., for the widening construction of SC 170 from US 278 (McGarvey's Corner) to SC 46. This project consists of 4.5-mile, 4-lane divided roadway with 10-foot multi-use pathways. Total contract award was \$14,998,972.30. The original design was reviewed and approved by SCDOT.

The SC 170 widening project has generated 17 changes orders totaling \$1,317,800.11 since construction commenced in December 2012. The attached worksheet provides a description of Change Orders 1 thru 17. Several of the change orders were needed to meet SCDOT standard specifications or to cover the additional costs incurred by the contractor caused by the unforeseen three month delay on the issuing of the SCDHEC/OCRM Land Disturbance Permit. Construction work generated by these change orders has been completed with the exception of Change Order 17. Change orders 1 thru 17 represents a contract increase of 8.8%. County staff, the project construction manager and SCDOT review all project change orders to the contract value with Cleland Site Prep and have agreed with the change orders' total adjustments.

Specific review, concurrence/approval for Change Orders 1, 3-thru 8 and 10 thru 17 with a combined total of \$1,240,854.27 is requested by staff. Previously, Change Orders 2 and 9 had been approved by the Public Facilities Committee as noted on the attached worksheet.

**FUNDING.** This project is funded from the 1% Sales Tax Road Improvement Program, Acct# 33403-54500. SC 170 Widening has a total revenue budget of \$27.9 million consisting of \$24.9 million from the South Carolina State Transportation Infrastructure Bank, \$2 million from 1cent Sales Tax and \$1 million from Southern Beaufort County Road Impact Fees. For the SC 170 project, \$12,785,888 has been expended; \$13,807,187 is encumbered for a total obligated project cost of \$26,593,075 to date. As of 4/17/14, there is an available budget of \$1,306,925.

**FOR ACTION.** Public Facilities Committee on April 21 2014.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council approval of Change Orders 1, 3 thru 8 and 10 thru 17 to Cleland Site Prep Inc., in the total amount of \$1,240,854.27 for the construction of SC 170 Widening.

JRM/mjh

Attachments: 1) SC 170 Change Order Worksheet 2) Copies of Change Orders 1 thru 17

CHANGE ORDERS FOR SC 170 at APR 14 2014  
CLELAND SITE PREP

4/14/2014

Item	Amount	Description	Current Approval Condition	Action Needed
CO1	\$22,277.00	Adjust Contractor's CPM Schedule	CM/SCDOT/Eng Approved	Present to Committee/Council
CO2	\$47,591.94	Spec Changes to SCDOT Standards	CM/SCDOT/Eng Approved Approved by Public Facilities Committee 3/18/13	No Action Needed
CO3	\$550.00	Signal Limits	CM/SCDOT/Eng Approved	Present to Committee/Council
CO4	\$7,890.00	Improve Wetland Buffer Delineation	CM/SCDOT/Eng Approved	Present to Committee/Council
CO5	\$0.01	Adjustment for Full Depth Patching	CM/SCDOT/Eng Approved	No Action Needed
CO6	\$0.00	Adjustment for Asphalt Surface Type	CM/SCDOT/Eng Approved	No Action Needed
CO7	\$14,682.92	Add Skimmers and baffles	CM/SCDOT/Eng Approved	Present to Committee/Council
CO8	\$6,523.00	Fence Removal at Verdier Plantation	CM/SCDOT/Eng Approved	Present to Committee/Council
CO9	\$29,353.80	Mast Arms Signal Installation	CM/SCDOT/Eng Approved Approved by Public Facilities Committee 9/16/13	No Action Needed
CO10	\$186,390.00	Updated quantity adjustment for full depth patching requested by SCDOT for 4 & 6-inch full depth asphalt pavement patching	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 10/21/13	Present to Committee/Council
CO11	\$129,455.00	Updated quantity adjustment requested by SCDOT for temp pavement markings	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 10/21/13	Present to Committee/Council
CO12	\$59,683.56	Adjustment for 3-month delay on issuing SCDHEC/OCRM Land Disturbance Permit	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 12/16/13	Present to Committee/Council
CO13	\$49,410.42	Quantity Adjustment for Elliptical Piping	CM/SCDOT/Eng Approved Presented to Public Facilities Committee Info Only 11/4/13	Present to Committee/Council
CO14	\$18,172.50	Addition of Pay Item for Type B Inlet Filters	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 15	\$12,765.80	Flowable Fill use Price Increase	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 16	\$858.24	Rework to install 24" RCP at Station 116+50	CM/SCDOT/Eng Approved	Present to Committee/Council
CO 17	\$732,195.82	Additional Asphalt Course Materials - 1 inch to protect base materials & provide sufficient final pavement structure as specified by SCDOT	CM/SCDOT/Eng Approved	Present to Committee/Council
Total CO's at 4/14/14	\$1,317,800.01			
CO Total for 1, 3-8, 10-17	\$1,240,854.27			Total CO's for Presentation

NOTE: \$16,405.00 Pd by Sun City towards CO 9 Mast Arms

Original Contract Value with Cleland Site Prep \$14,998,972.30 Approved by Council 7/23/12

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 001 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: CPM Adjustment to Current SCDOT Requirements

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0040	0001	1080300	LS	\$17,313.00	1	1	-1	1	This Chng: \$-17,313.00 Prev Revised: \$17,313.00 New Revised: \$0.00 Bid Contract: \$17,313.00 Net Change: \$-17,313.00 Pct Change: -100.	
Item Description CPM PROGRESS SCHEDULE				CO Item Description							
Supplemental Description1											
Supplemental Description2											
036938MTO1	0041	0001	1080300	LS	\$39,590.00	0	0	1	0	This Chng: \$39,590.00 Prev Revised: \$0.00 New Revised: \$39,590.00 Bid Contract: \$0.00 Net Change: \$39,590.00 Pct Change:	
Item Description CPM PROGRESS SCHEDULE				CO Item Description CPM adjustment to meet current SCDOT requirements.							
Supplemental Description1 CPM adjustment to meet current SCDOT requirements.											
Supplemental Description2											

Total Value for Change Order 001 = \$22,277.00

General or Standard Change Order Explanation

This change order is necessary to adjust the Contractor's CPM scheduling procedure to meet the current SCDOT Supplemental Specification requirements (effective March 1, 2007).

This brings the contract total to date to \$15,021,249.30 which overruns the original contract by a cumulative percentage of 0.15%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

BY: [Signature]

FIRM:

[Signature] VICE PRESIDENT  
and type of construction, these prices are reasonable.

SC 170  
1/26/13  
61/13

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 002 Force Accl ID: 0

Change Order Type: Standard Change Order

CO Description: Contract Adjustment to Current SCDOT Specifications Et. Al.

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0010	0001	1031000	LS	\$656,490.00	1	1	-0.5	1	This Chng: -\$328,245.00 Prev Revised: \$656,490.00 New Revised: \$328,245.00 Bid Contract: \$656,490.00 Net Change: -\$328,245.00 Pct Change: -50.	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b>							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0011	0001	1031000	LS	\$187,245.00	0	0	1	0	This Chng: \$187,245.00 Prev Revised: \$0.00 New Revised: \$187,245.00 Bid Contract: \$0.00 Net Change: \$187,245.00 Pct Change:	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)							
<b>Supplemental Description1</b> ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)											
<b>Supplemental Description2</b>											
036938MTO1	0031	0001	1071000	LS	\$3,500.00	0	0	1	0	This Chng: \$3,500.00 Prev Revised: \$0.00 New Revised: \$3,500.00 Bid Contract: \$0.00 Net Change: \$3,500.00 Pct Change:	
<b>Item Description</b> TRAFFIC CONTROL				<b>CO Item Description</b> TRAFFIC MANAGEMENT TRAINING							
<b>Supplemental Description1</b> TRAFFIC MANAGEMENT TRAINING											
<b>Supplemental Description2</b>											
036938MTO1	0195	0001	4012080	SY	\$70.00	0	0	1000	0	This Chng: \$70,000.00 Prev Revised: \$0.00 New Revised: \$70,000.00 Bid Contract: \$0.00 Net Change: \$70,000.00 Pct Change:	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-8"UNIF				<b>CO Item Description</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS							
<b>Supplemental Description1</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS											
<b>Supplemental Description2</b>											

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0830	0001	7141112	LF	\$19.84	104	104	-52	104	This Chng: \$-1,031.68 Prev Revised: \$2,063.36 New Revised: \$1,031.68 Bid Contract: \$2,063.36 Net Change: \$-1,031.68 Pct Change: -50.
<b>Item Description</b> 15" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
036938MTO1	0831	0001	7141112	LF	\$36.16	0	0	52	0	This Chng: \$1,880.32 Prev Revised: \$0.00 New Revised: \$1,880.32 Bid Contract: \$0.00 Net Change: \$1,880.32 Pct Change:
<b>Item Description</b> 15" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED										
<b>Supplemental Description2</b>										
036938MTO1	0840	0001	7141113	LF	\$23.38	14600	14600	-7300	14600	This Chng: \$-170,674.00 Prev Revised: \$341,348.00 New Revised: \$170,674.00 Bid Contract: \$341,348.00 Net Change: \$-170,674.00 Pct Change: -50.
<b>Item Description</b> 18" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
036938MTO1	0841	0001	7141113	LF	\$41.44	0	0	7300	0	This Chng: \$302,512.00 Prev Revised: \$0.00 New Revised: \$302,512.00 Bid Contract: \$0.00 Net Change: \$302,512.00 Pct Change:
<b>Item Description</b> 18" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED										
<b>Supplemental Description2</b>										
036938MTO1	0850	0001	7141114	LF	\$32.53	1500	1500	-750	1500	This Chng: \$-24,397.50 Prev Revised: \$48,795.00 New Revised: \$24,397.50 Bid Contract: \$48,795.00 Net Change: \$-24,397.50 Pct Change: -50.
<b>Item Description</b> 24" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>						
<b>Supplemental Description1</b>										
<b>Supplemental Description2</b>										
036938MTO1	0851	0001	7141114	LF	\$48.98	0	0	750	0	This Chng: \$36,735.00 Prev Revised: \$0.00 New Revised: \$36,735.00 Bid Contract: \$0.00 Net Change: \$36,735.00 Pct Change:
<b>Item Description</b> 24" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED										
<b>Supplemental Description2</b>										

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0860	0001	7141115	LF	\$43.13	1400	1400	-700	1400	This Chng: \$-30,191.00	
<b>Item Description</b> 30" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$60,382.00			
<b>Supplemental Description1</b>								New Revised: \$30,191.00			
<b>Supplemental Description2</b>								Bid Contract: \$60,382.00			
								Net Change: \$-30,191.00			
								Pct Change: -50.			
036938MTO1	0861	0001	7141115	LF	\$61.20	0	0	700	0	This Chng: \$42,840.00	
<b>Item Description</b> 30" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$42,840.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$42,840.00			
								Pct Change:			
036938MTO1	0870	0001	7141116	LF	\$54.80	1400	1400	-700	1400	This Chng: \$-38,360.00	
<b>Item Description</b> 36" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$76,720.00			
<b>Supplemental Description1</b>								New Revised: \$38,360.00			
<b>Supplemental Description2</b>								Bid Contract: \$76,720.00			
								Net Change: \$-38,360.00			
								Pct Change: -50.			
036938MTO1	0871	0001	7141116	LF	\$77.86	0	0	700	0	This Chng: \$54,502.00	
<b>Item Description</b> 36" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$54,502.00			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$54,502.00			
								Pct Change:			
036938MTO1	0880	0001	7141117	LF	\$82.60	59	59	-30	59	This Chng: \$-2,478.00	
<b>Item Description</b> 42" RC PIPE CUL.-CLASS III				<b>CO Item Description</b>				Prev Revised: \$4,873.40			
<b>Supplemental Description1</b>								New Revised: \$2,395.40			
<b>Supplemental Description2</b>								Bid Contract: \$4,873.40			
								Net Change: \$-2,478.00			
								Pct Change: -50.65			
036938MTO1	0881	0001	7141117	LF	\$110.96	0	0	30	0	This Chng: \$3,328.80	
<b>Item Description</b> 42" RC PIPE CUL.-CLASS III				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$3,328.80			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$3,328.80			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0890	0001	7142512	EA	\$672.00	7	7	-4	7	This Chng: \$-2,688.00	
<b>Item Description</b> 15" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$4,704.00			
<b>Supplemental Description1</b>								New Revised: \$2,016.00			
<b>Supplemental Description2</b>								Bid Contract: \$4,704.00			
								Net Change: \$-2,688.00			
								Pct Change: -57.14			
036938MTO1	0891	0001	7142512	EA	\$700.60	0	0	4	0	This Chng: \$2,802.40	
<b>Item Description</b> 15" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$2,802.40			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$2,802.40			
								Pct Change:			
036938MTO1	0900	0001	7142513	EA	\$771.00	41	41	-21	41	This Chng: \$-16,191.00	
<b>Item Description</b> 18" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$31,611.00			
<b>Supplemental Description1</b>								New Revised: \$15,420.00			
<b>Supplemental Description2</b>								Bid Contract: \$31,611.00			
								Net Change: \$-16,191.00			
								Pct Change: -51.22			
036938MTO1	0901	0001	7142513	EA	\$801.64	0	0	21	0	This Chng: \$16,834.44	
<b>Item Description</b> 18" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$16,834.44			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$16,834.44			
								Pct Change:			
036938MTO1	0910	0001	7142514	EA	\$848.00	6	6	-3	6	This Chng: \$-2,544.00	
<b>Item Description</b> 24" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>				Prev Revised: \$5,088.00			
<b>Supplemental Description1</b>								New Revised: \$2,544.00			
<b>Supplemental Description2</b>								Bid Contract: \$5,088.00			
								Net Change: \$-2,544.00			
								Pct Change: -50.			
036938MTO1	0911	0001	7142514	EA	\$881.78	0	0	3	0	This Chng: \$2,645.28	
<b>Item Description</b> 24" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED								New Revised: \$2,645.28			
<b>Supplemental Description2</b>								Bid Contract: \$0.00			
								Net Change: \$2,645.28			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0920	0001	7142515	EA	\$914.00	4	4	-2	4	This Chng: -\$1,828.00
<b>Item Description</b> 30" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$3,656.00				
<b>Supplemental Description2</b>						New Revised: \$1,828.00				
						Bld Contract: \$3,656.00				
						Net Change: -\$1,828.00				
						Pct Change: -50.				
036938MTO1	0921	0001	7142515	EA	\$953.84	0	0	2	0	This Chng: \$1,907.68
<b>Item Description</b> 30" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$1,907.68				
						Bld Contract: \$0.00				
						Net Change: \$1,907.68				
						Pct Change:				
036938MTO1	0930	0001	7142516	EA	\$1,048.00	13	13	-7	13	This Chng: -\$7,336.00
<b>Item Description</b> 36" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$13,624.00				
<b>Supplemental Description2</b>						New Revised: \$6,288.00				
						Bid Contract: \$13,624.00				
						Net Change: -\$7,336.00				
						Pct Change: -53.85				
036938MTO1	0931	0001	7142516	EA	\$1,094.00	0	0	7	0	This Chng: \$7,658.00
<b>Item Description</b> 36" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$7,658.00				
						Bid Contract: \$0.00				
						Net Change: \$7,658.00				
						Pct Change:				
036938MTO1	0940	0001	7142517	EA	\$1,186.00	1	1	-1	1	This Chng: -\$1,186.00
<b>Item Description</b> 42" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b>						
<b>Supplemental Description1</b>						Prev Revised: \$1,186.00				
<b>Supplemental Description2</b>						New Revised: \$0.00				
						Bid Contract: \$1,186.00				
						Net Change: -\$1,186.00				
						Pct Change: -100.				
036938MTO1	0941	0001	7142517	EA	\$1,241.20	0	0	1	0	This Chng: \$1,241.20
<b>Item Description</b> 42" R.C. BEV. END SECTN-CL 3				<b>CO Item Description</b> PIPE TRENCH WRAPPED						
<b>Supplemental Description1</b> PIPE TRENCH WRAPPED						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$1,241.20				
						Bid Contract: \$0.00				
						Net Change: \$1,241.20				
						Pct Change:				

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1580	0001	8999091	LS	\$76,890.00	1	1	-1	1	This Chng: \$-76,890.00	
Item Description MODULAR OFFICE FACILITY				CO Item Description				Prev Revised: \$76,890.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$76,890.00			
								Net Change: \$-76,890.00			
								Pct Change: -100.			
036938MTO1	1625	0001	9801800	DAY	\$150.00	0	0	80	0	This Chng: \$12,000.00	
Item Description CHANGE ORDER ITEM				CO Item Description EROSION INSPECTIONS & REPORTING				Prev Revised: \$0.00			
Supplemental Description1 EROSION INSPECTIONS & REPORTING								New Revised: \$12,000.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$12,000.00			
								Pct Change:			
036938MTO1	1628	0001	9801100	HR	\$200.00	0	0	20	0	This Chng: \$4,000.00	
Item Description CHANGE ORDER ITEM				CO Item Description IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS				Prev Revised: \$0.00			
Supplemental Description1 IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS								New Revised: \$4,000.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$4,000.00			
								Pct Change:			

Total Value for Change Order 002 = \$47,591.94

**General or Standard Change Order Explanation**

This change order is necessary to adjust the original Beaufort County contract provisions and specifications to the current SCDOT specifications, effective the date of this contract's letting. This change order is also necessary to add/delete individual line items re-negotiated with the Contractor as related to this specification change. This contract shall now be constructed to meet the SCDOT Standard Specifications for Highway Construction (Edition 2007), the SCDOT Construction Manual (Edition 2004), and the Supplemental Technical Specifications and Supplemental Specifications effective the date of this contract's letting. This supersedes Beaufort County's special provisions and technical specifications, but maintains the contractual obligations between the County and the Contractor.

This brings the contract total to date to \$15,068,841.24 which overruns the original contract by a cumulative percentage of 0.47%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

FIRM:

and type of construction, these prices are reasonable.

BY:

*[Handwritten Signature]*  
VP

CLAND SITE PREP, INC.

*[Handwritten Signature]*

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 03/12/2013

User: carrarj

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 003 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Construction Sign Relocation on SC170 End Project

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0271	0001	9800100	LS	\$550.00	0	0	1	0	This Chng: \$550.00
Item Description CHANGE ORDER ITEM Supplemental Description1 Relocation of Permanent Construction Signs at End Project Supplemental Description2 CO Item Description Relocation of Permanent Construction Signs at End Project										Prev Revised: \$0.00 New Revised: \$550.00 Bid Contract: \$0.00 Net Change: \$550.00 Pct Change:

Total Value for Change Order 003 = \$550.00

General or Standard Change Order Explanation

This change order is necessary to adjust the signed limits of construction at the end project to match the traffic staging limits. The original construction plans detailed the end project 0.8 miles longer than needed for the proposed work.

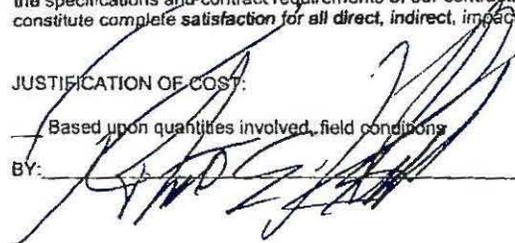
This brings the contract total to date to \$15,069,391.24 which overruns the original contract by a cumulative percentage of 0.47%.

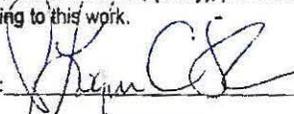
General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

BY: 

FIRM: 

and type of construction, these prices are reasonable.

VP  
CLLAND SITE PREP, INC.

Change Order Report

Contract ID: LPA07.038938A

Change Order Nbr: 004 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Addition of Orange Fencing for Wetlands Delineation

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1461	0001	9800300	LF	\$2.63	0	0	3000	0	This Chng: \$7,890.00	
Item Description				CHANGE ORDER ITEM				CO Item Description Orange Fence for Wetlands Delineation			
Supplemental Description1				Orange Fence for Wetlands Delineation				Prev Revised: \$0.00			
Supplemental Description2								New Revised: \$7,890.00			
								Bid Contract: \$0.00			
								Net Change: \$7,890.00			
								Pct Change:			

Total Value for Change Order 004 = \$7,890.00

General or Standard Change Order Explanation

This change order is necessary to improve delineation of wetland buffers throughout the project limits as detailed in the US Army Corp Permit - Section 404. The orange fencing will provide a visible buffer and restrict ingress and egress.

This brings the contract total to date to \$15,077,281.24 which overruns the original contract by a cumulative percentage of 0.52%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST

Based upon quantities involved, field conditions

BY: [Signature]

FIRM:

and type of construction, these prices are reasonable.

[Signature]

VP  
CULLAND SITE PREP, INC

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 005 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Adjustment to Perform Full Depth Patching on Exist. Pavement

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0192	0001	4012040	SY	\$38.34	0	0	1100	0	This Chng: \$42,174.00	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-4"UNIF				<b>CO Item Description</b> Full Depth Patching - 4" Uniform on Existing Pavement							
<b>Supplemental Description1</b> Full Depth Patching - 4" Uniform on Existing Pavement								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$42,174.00			
								Bld Contract: \$0.00			
								Net Change: \$42,174.00			
								Pct Change:			
036938MTO1	0194	0001	4012060	SY	\$45.98	0	0	309.894	0	This Chng: \$14,248.93	
<b>Item Description</b> F.DEP.ASPH.PAV.PATCH-6" UNIF.				<b>CO Item Description</b> Full Depth Patching - 6" Uniform on Existing Pavement							
<b>Supplemental Description1</b> Full Depth Patching - 6" Uniform on Existing Pavement								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$14,248.93			
								Bld Contract: \$0.00			
								Net Change: \$14,248.93			
								Pct Change:			
036938MTO1	0195	0001	4012080	SY	\$70.00	0	1000	-1000	1000	This Chng: \$-70,000.00	
<b>Item Description</b> FULL DEP.ASPH.PAV.PATCH-8"UNIF				<b>CO Item Description</b>							
<b>Supplemental Description1</b> FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS								Prev Revised: \$70,000.00			
<b>Supplemental Description2</b>								New Revised: \$0.00			
								Bld Contract: \$0.00			
								Net Change: \$0.00			
								Pct Change:			
036938MTO1	0196	0001	1031010	EA	\$2,420.00	0	0	1	0	This Chng: \$2,420.00	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> Mobilization for Full Depth Patching							
<b>Supplemental Description1</b> Mobilization for Full Depth Patching								Prev Revised: \$0.00			
<b>Supplemental Description2</b>								New Revised: \$2,420.00			
								Bld Contract: \$0.00			
								Net Change: \$2,420.00			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0198	0001	1071100	EA	\$2,789.27	0	0	4	0	This Chng: \$11,157.08
Item Description TRAFFIC CONTROL Supplemental Description1 Traffic Control for Full Depth Patching Supplemental Description2										Prev Revised: \$0.00 New Revised: \$11,157.08 Bid Contract: \$0.00 Net Change: \$11,157.08 Pct Change:

CO Item Description Traffic Control for Full Depth Patching

Total Value for Change Order 005 = \$0.01

General or Standard Change Order Explanation

This change order is necessary to adjust the 8" Full Depth Patching to 4" and 6" Full Depth Patching and associate the required mobilization and traffic control costs. This patching is required to repair deficiencies in the existing pavement until such time the section can be overlaid or removed as part of the project's final roadway cross section.

This brings the contract total to date to \$15,077,281.25 which overruns the original contract by a cumulative percentage of 0.52%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLEANDSTE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY: [Signature] J.P.

[Signature]  
Robert E. Klink, PE  
Beaufort County Engineer

FILE 220.10  
 COG - SCMO

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 05/14/2013

User: smithcb

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 006 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Asphalt Surface Type CM in lieu of Asphalt Surface T-E

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0221	0001	4030330	TON	\$63.00	0	0	190	0	This Chng: \$11,970.00	
Item Description H/M ASPH.SURF.CR. TYPE CM				CO Item Description H/M Asphalt Surface Type CM				Prev Revised: \$0.00			
Supplemental Description1 H/M Asphalt Surf Type CM								New Revised: \$11,970.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$11,970.00			
								Pct Change:			
036938MTO1	0230	0001	4030360	TON	\$63.00	4500	4500	-190	4500	This Chng: \$-11,970.00	
Item Description H/M ASPH.SURF.CR. TYPE E				CO Item Description				Prev Revised: \$283,500.00			
Supplemental Description1								New Revised: \$271,530.00			
Supplemental Description2								Bid Contract: \$283,500.00			
								Net Change: \$-11,970.00			
								Pct Change: -4.22			
Total Value for Change Order 006						= \$0.00					

General or Standard Change Order Explanation

This change order is to allow the use of Surface type CM in lieu of Surface Type E for the skin coat repair on the existing road. The specific locations are documented on letter dated 4/13/2013 from Cleland Construction.

This brings the contract total to date to \$15,077,281.25 which overruns the original contract by a cumulative percentage of 0.52%.

RECOMMENDED FOR APPROVAL  
 QMCO 5/14/13

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions

FIRM:

and type of construction, these prices are reasonable.

BY: *[Signature]*

# CLELAND



*Site Prep Since 1970*

April 23, 2013      **ASPHALT LEVELING SURFACE TP CM in lieu of TYPE E**

RE:      SC 170 Widening Project. File # LPA 07.036938A

Attn:      Chris Smith, Marc LeMin,

Cleland Site Prep would like request the opportunity to utilize asphalt Type CM in lieu of asphalt Type E for the same price as is in the Bid Documents of \$63.00 per ton. This request is only for the Skin coat quantities shown for Stations 97+00 to 103+11, 154+90 to 155+90 and 168+57 to 169+57. All other leveling and wedging per the Contract Documents will be performed with the Type E mix.

Thank you for your time and consideration in this matter and I look forward to your response. Be safe.

Sincerely,

Jason Dunn

Project Manager

Cc:

Project File #4204

Robert Klink, Beaufort County

Avery Cleland, CSP

Logan Crowther, CSP

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 007 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Add skimmers and porous baffles

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1462	0001	9800300	LF	\$12.54	0	0	500	0	This Chng: \$6,270.00 Prev Revised: \$0.00 New Revised: \$6,270.00 Bld Contract: \$0.00 Net Change: \$6,270.00 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add porous baffles to be installed in sediment ponds											
Supplemental Description2											
036938MTO1	1571	0001	9800200	EA	\$2,025.57	0	0	2	0	This Chng: \$4,051.14 Prev Revised: \$0.00 New Revised: \$4,051.14 Bld Contract: \$0.00 Net Change: \$4,051.14 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 2" skimmer assembly with riprap and maintenance											
Supplemental Description2											
036938MTO1	1572	0001	9800200	EA	\$2,188.82	0	0	1	0	This Chng: \$2,188.82 Prev Revised: \$0.00 New Revised: \$2,188.82 Bld Contract: \$0.00 Net Change: \$2,188.82 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 2.5" skimmer assembly with riprap and maintenance											
Supplemental Description2											
036938MTO1	1573	0001	9800200	EA	\$2,172.96	0	0	1	0	This Chng: \$2,172.96 Prev Revised: \$0.00 New Revised: \$2,172.96 Bld Contract: \$0.00 Net Change: \$2,172.96 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 add 3" skimmer assembly with riprap and maintenance											
Supplemental Description2											
Total Value for Change Order 007						= \$14,682.92					

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 2 of 2

General or Standard Change Order Explanation

This change order is to add pay items for skimmers and porous baffles. The prices submitted by the contractor have been reviewed and approved by the RCE, BC and CEI PM.

This brings the contract total to date to \$15,091,964.17 which overruns the original contract by a cumulative percentage of 0.62%.

General or Standard Change Order Explanation

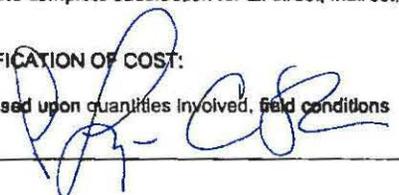
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

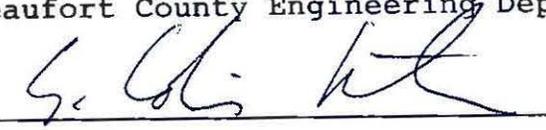
FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  VP

For Beaufort County Engineering Department

By 

Colin Kinton P.E.

Date 8-8-13

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 07/25/2013

User: schwarcw

Department of Transportation

Page: 1 of 1

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 008 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Add 1 LS Moving Item at Verdier

Zero Dollar Change Order: No

Project Nbr	itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1301	0001	9800100	LS	\$8,523.00	0	0	1	0	This Chng: \$6,523.00	
Item Description CHANGE ORDER ITEM				CO Item Description							
Supplemental Description1 Add 1 LS removal of fence at Verdier								Prev Revised: \$0.00			
Supplemental Description2 and deliver to Beaufort County								New Revised: \$6,523.00			
								Bld Contract: \$0.00			
								Net Change: \$6,523.00			
								Pct Change:			
Total Value for Change Order 008						= \$6,523.00					

General or Standard Change Order Explanation

This change order is to add a pay item for a lump sum moving item at Verdier Plantation. The price submitted by the contractor has been reviewed and approved by the RCE, BC and the CEI PM.

This brings the contract total to date to \$15,098,487.17 which overruns the original contract by a cumulative percentage of 0.66%.

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

BY: [Signature] V.P.

For Beaufort County Engineering Department

By [Signature]  
Colin Kinton P.E.

Date 8-8-13

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 1 of 7

Change Order Report

Contract ID: LPA07.036938A  
 Change Order Nbr: 009 Force Acct ID: 0  
 Change Order Type: Standard Change Order  
 CO Description: Adding Mast Arms to traffic signals  
 Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0012	0001	1031000	LS	\$1,280.00	0	0	1	0	This Chng: \$1,280.00 ✓	
Item Description MOBILIZATION				CO Item Description Adding Mast Arms				Prev Revised: \$0.00			
Supplemental Description1 Adding mast arms-Mobilization								New Revised: \$1,280.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,280.00			
								Pct Change:			
036938MTO1	0560	0001	6750278	LF	\$6.24	2400	2400	-1740	2400	This Chng: \$-10,857.60 ✓	
Item Description 2.0" SCHEDULE 80 PVC CONDUIT				CO Item Description Adding Mast Arms				Prev Revised: \$14,976.00			
Supplemental Description1								New Revised: \$4,118.40			
Supplemental Description2								Bid Contract: \$14,976.00			
								Net Change: \$-10,857.60			
								Pct Change: -72.5			
036938MTO1	0570	0001	675029C	LF	\$20.80	450	450	1020	450	This Chng: \$21,216.00 ✓	
Item Description 2"SCH40HDPE COND.(TRENCHLESS)				CO Item Description Adding Mast Arms				Prev Revised: \$9,360.00			
Supplemental Description1								New Revised: \$30,576.00			
Supplemental Description2								Bid Contract: \$9,360.00			
								Net Change: \$21,216.00			
								Pct Change: 226.67			
036938MTO1	0580	0001	6770388	LF	\$2.03	1200	1200	-450	1200	This Chng: \$-913.50 ✓	
Item Description NO.14CU.WIRE,4 CONDUCTOR-BLACK				CO Item Description Adding Mast Arms				Prev Revised: \$2,436.00			
Supplemental Description1								New Revised: \$1,522.50			
Supplemental Description2								Bid Contract: \$2,436.00			
								Net Change: \$-913.50			
								Pct Change: -37.5			

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0590	0001	6770389	LF	\$2.08	3500	3500	-2750	3500	This Chng: \$-5,720.00 ✓
Item Description NO.14CU.WIRE,4 CONDUCTOR-GRAY				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$7,280.00						
Supplemental Description2				New Revised: \$1,560.00						
				Bid Contract: \$7,280.00						
				Net Change: \$-5,720.00						
				Pct Change: -78.57						
036938MTO1	0600	0001	6770393	LF	\$2.18	4250	4250	-1660	4250	This Chng: \$-3,618.80 ✓
Item Description NO.14CU.WIRE,8 CONDUCTOR-BLACK				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$9,265.00						
Supplemental Description2				New Revised: \$5,646.20						
				Bid Contract: \$9,265.00						
				Net Change: \$-3,618.80						
				Pct Change: -39.06						
036938MTO1	0610	0001	6770394	LF	\$2.29	2100	2100	-2100	2100	This Chng: \$-4,809.00 ✓
Item Description NO.14CU.WIRE,8 CONDUCTOR-GRAY				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$4,809.00						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$4,809.00						
				Net Change: \$-4,809.00						
				Pct Change: -100.						
036938MTO1	0620	0001	6770413	LF	\$0.31	7850	7850	-7850	7850	This Chng: \$-2,433.50 ✓
Item Description NO. 14 COPPER WIRE, 1-COND.				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$2,433.50						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$2,433.50						
				Net Change: \$-2,433.50						
				Pct Change: -100.						
036938MTO1	0630	0001	6780495	LF	\$5.72	2400	2400	-2400	2400	This Chng: \$-13,728.00 ✓
Item Description SAWCUT FOR LOOP DETECTOR				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$13,728.00						
Supplemental Description2				New Revised: \$0.00						
				Bid Contract: \$13,728.00						
				Net Change: \$-13,728.00						
				Pct Change: -100.						
036938MTO1	0640	0001	6800499	EA	\$624.00	3	3	-1	3	This Chng: \$-624.00 ✓
Item Description ELEC.SERV. FOR TRAF. SIG.				CO Item Description		Adding Mast Arms				
Supplemental Description1				Prev Revised: \$1,872.00						
Supplemental Description2				New Revised: \$1,248.00						
				Bid Contract: \$1,872.00						
				Net Change: \$-624.00						
				Pct Change: -33.33						

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0650	0001	6800518	EA	\$390.00	33	33	-24	33	This Chng: \$-9,360.00 ✓	
Item Description 13X24X18D ELEC.UNGRD.ENCLOS/HD				CO Item Description		Adding Mast Arms		Prev Revised: \$12,870.00			
Supplemental Description1								New Revised: \$3,510.00			
Supplemental Description2								Bid Contract: \$12,870.00			
								Net Change: \$-9,360.00			
								Pct Change: -72.73			
036938MTO1	0650	0001	682505D	EA	\$7,176.00	12	12	-12	12	This Chng: \$-86,112.00 ✓	
Item Description 13" X 32' STEEL STRAIN POLE				CO Item Description		Adding Mast Arms		Prev Revised: \$86,112.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$86,112.00			
								Net Change: \$-86,112.00			
								Pct Change: -100.			
036938MTO1	0670	0001	6825092	LF	\$5.20	1200	1200	-1200	1200	This Chng: \$-6,240.00 ✓	
Item Description 3/8" GALVANIZED STEEL CABLE				CO Item Description		Adding Mast Arms		Prev Revised: \$6,240.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$6,240.00			
								Net Change: \$-6,240.00			
								Pct Change: -100.			
036938MTO1	0690	0001	6865720	EA	\$988.00	1	1	-1	1	This Chng: \$-988.00 ✓	
Item Description 12"1WAY4SECT.-RA+RAYA.GA.				CO Item Description		Adding Mast Arms		Prev Revised: \$988.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$988.00			
								Net Change: \$-988.00			
								Pct Change: -100.			
036938MTO1	0700	0001	6865731	EA	\$884.00	21	21	-9	21	This Chng: \$-7,956.00 ✓	
Item Description 12"1WAY3SECT.-R.Y.G.TRAF.SGNL.				CO Item Description		Adding Mast Arms		Prev Revised: \$18,564.00			
Supplemental Description1								New Revised: \$10,608.00			
Supplemental Description2								Bid Contract: \$18,564.00			
								Net Change: \$-7,956.00			
								Pct Change: -42.86			
036938MTO1	0710	0001	6865780	EA	\$520.00	10	10	-2	10	This Chng: \$-1,040.00 ✓	
Item Description 1WAY-1SEC.HAND/MAN PED.SIGNAL				CO Item Description		Adding Mast Arms		Prev Revised: \$5,200.00			
Supplemental Description1								New Revised: \$4,160.00			
Supplemental Description2								Bid Contract: \$5,200.00			
								Net Change: \$-1,040.00			
								Pct Change: -20.			

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 4 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0720	0001	6865790	EA	\$312.00	10	10	-2	10	This Chng: \$-624.00 ✓ Prev Revised: \$3,120.00 New Revised: \$2,496.00 Bid Contract: \$3,120.00 Net Change: \$-624.00 Pct Change: -20.	
Item Description PEDES.PUSH BUTTON&SIGN-R-10-4B				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0730	0001	6865830	EA	\$52.00	24	24	-24	24	This Chng: \$-1,248.00 ✓ Prev Revised: \$1,248.00 New Revised: \$0.00 Bid Contract: \$1,248.00 Net Change: \$-1,248.00 Pct Change: -100.	
Item Description VEH.TRAF.SGNL.MTG./SPAN WIRE				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0750	0001	6885993	EA	\$3,120.00	3	3	-1	3	This Chng: \$-3,120.00 ✓ Prev Revised: \$9,360.00 New Revised: \$6,240.00 Bid Contract: \$9,360.00 Net Change: \$-3,120.00 Pct Change: -33.33	
Item Description TEMP.ADJ.OF TRAF.SGNL EQUIPMNT.				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0760	0001	6885996	EA	\$884.00	1	1	-1	1	This Chng: \$-884.00 ✓ Prev Revised: \$884.00 New Revised: \$0.00 Bid Contract: \$884.00 Net Change: \$-884.00 Pct Change: -100.	
Item Description TEMP.TIMING ADJUST /SITE VISIT				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0780	0001	6888225	EA	\$1,040.00	3	3	-1	3	This Chng: \$-1,040.00 ✓ Prev Revised: \$3,120.00 New Revised: \$2,080.00 Bid Contract: \$3,120.00 Net Change: \$-1,040.00 Pct Change: -33.33	
Item Description INST.CONTROLLER-BASE MNTD.CAB.				CO Item Description		Adding Mast Arms					
Supplemental Description1											
Supplemental Description2											
036938MTO1	0781	0001	6888305	EA	\$401.50	0	0	14	0	This Chng: \$5,821.00 ✓ Prev Revised: \$0.00 New Revised: \$5,621.00 Bid Contract: \$0.00 Net Change: \$5,621.00 Pct Change:	
Item Description INST.MAST ARM MNT VEH.TRAF.SGL				CO Item Description		Adding mast arms					
Supplemental Description1 Adding mast arms											
Supplemental Description2											

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 5 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0782	0001	6888132	SF	\$302.50	0	0	2	0	This Chng: \$605.00 ✓
<b>Item Description</b> INST.FL.SH.FIXMSG.SGN-MAST.MNT				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$605.00				
						Bid Contract: \$0.00				
						Net Change: \$605.00				
						Pct Change:				
036938MTO1	0783	0001	9800200	EA	\$154.00	0	0	2	0	This Chng: \$308.00 ✓
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-R10-12 Sign						Prev Revised: \$0.00				
<b>Supplemental Description2</b> Left turn yield on green						New Revised: \$308.00				
						Bid Contract: \$0.00				
						Net Change: \$308.00				
						Pct Change:				
036938MTO1	0784	0001	9800200	EA	\$1,540.00	0	0	6	0	This Chng: \$9,240.00 ✓
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-LED Street Lights						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$9,240.00				
						Bid Contract: \$0.00				
						Net Change: \$9,240.00				
						Pct Change:				
036938MTO1	0785	0001	6888171	EA	\$16,126.00	0	0	4	0	This Chng: \$64,504.00 ✓
<b>Item Description</b> INST.STL.POLE W/MAST ARM W/O F				<b>CO Item Description</b> Adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-without foundation						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$64,504.00				
						Bid Contract: \$0.00				
						Net Change: \$64,504.00				
						Pct Change:				
036938MTO1	0786	0001	6888174	CY	\$9,845.00	0	0	4	0	This Chng: \$39,380.00 ✓
<b>Item Description</b> INST FNDN FOR M.ARM CONC.REBAR				<b>CO Item Description</b> adding mast arm						
<b>Supplemental Description1</b> Adding mast arm-incl. rebar and concrete foundation						Prev Revised: \$0.00				
<b>Supplemental Description2</b>						New Revised: \$39,380.00				
						Bid Contract: \$0.00				
						Net Change: \$39,380.00				
						Pct Change:				
036938MTO1	0787	0001	6770494	EA	\$684.20	0	0	36	0	This Chng: \$24,631.20 ✓
<b>Item Description</b> F&I FLUSH MOUNTED WIRELESS SENSOR				<b>CO Item Description</b> adding mast arms						
<b>Supplemental Description1</b> Adding mast arms-Sensys Flush						Prev Revised: \$0.00				
<b>Supplemental Description2</b> vehicle detector						New Revised: \$24,631.20				
						Bid Contract: \$0.00				
						Net Change: \$24,631.20				
						Pct Change:				

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 6 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0788	0001	6770495	EA	\$1,387.10	0	0	4	0	This Chng: \$5,548.40 ✓	
Item Description FURNISH & INSTALL WIRELESS REPEATER				CO Item Description		Adding mast arms					Prev Revised: \$0.00
Supplemental Description1 Adding mast arms-Radio repeater											New Revised: \$5,548.40
Supplemental Description2											Bid Contract: \$0.00
											Net Change: \$5,548.40
											Pct Change:
036938MTO1	0789	0001	9800200	EA	\$3,569.50	0	0	2	0	This Chng: \$7,139.00 ✓	
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms					Prev Revised: \$0.00
Supplemental Description1 Adding mast arms-Access Point Cards APCC-M-E											New Revised: \$7,139.00
Supplemental Description2											Bid Contract: \$0.00
											Net Change: \$7,139.00
											Pct Change:
036938MTO1	0790	0001	6888255	EA	\$26.00	32	32	-32	32	This Chng: \$-832.00 ✓	
Item Description INST.LOOP DETECTOR AMPLIFIER				CO Item Description		Adding Mast Arms					Prev Revised: \$832.00
Supplemental Description1											New Revised: \$0.00
Supplemental Description2											Bid Contract: \$832.00
											Net Change: \$-832.00
											Pct Change: -100.
036938MTO1	0791	0001	9800200	EA	\$829.40	0	0	4	0	This Chng: \$3,317.60 ✓	
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms					Prev Revised: \$0.00
Supplemental Description1 Adding mast arms-SPP Radio											New Revised: \$3,317.60
Supplemental Description2											Bid Contract: \$0.00
											Net Change: \$3,317.60
											Pct Change:
036938MTO1	0792	0001	9800200	EA	\$519.20	0	0	4	0	This Chng: \$2,076.80 ✓	
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms					Prev Revised: \$0.00
Supplemental Description1 Adding mast arms-Detection Radio Isolators											New Revised: \$2,076.80
Supplemental Description2											Bid Contract: \$0.00
											Net Change: \$2,076.80
											Pct Change:
036938MTO1	0793	0001	9800200	EA	\$876.70	0	0	4	0	This Chng: \$3,506.80 ✓	
Item Description CHANGE ORDER ITEM				CO Item Description		Adding mast arms					Prev Revised: \$0.00
Supplemental Description1 Adding mast arms-15' AL Pedestrian Pole											New Revised: \$3,506.80
Supplemental Description2 Powder Coat Black											Bid Contract: \$0.00
											Net Change: \$3,506.80
											Pct Change:

Rpt-ID: RCOCORPT

SOUTH CAROLINA

Date: 09/24/2013

User: schwarcw

Department of Transportation

Page: 7 of 7

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0794	0001	6770501	EA	\$86.80	0	0	36	0	This Chng: \$3,128.40 ✓	
Item Description FURNISH & INSTALL EPOXY TUBES				CO Item Description Adding mast arm				Prev Revised: \$0.00			
Supplemental Description1 Adding mast arms-epoxy tube								New Revised: \$3,128.40			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$3,128.40			
								Pct Change:			

Total Value for Change Order 009 = \$29,353.80

General or Standard Change Order Explanation

The purpose of this change order is to adjust the pay item quantities associated with adding mast arms at the signalized intersections.

The total additional cost resulting from this change is \$29,353.80. This brings the contract total to date to \$15,127,840.97 which overruns the original contract by a cumulative percentage of 0.86%.

Recommended by: Alan M. Wertz date: 10/1/13  
 Accepted by: Colin Kisten date: 10/1/13

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: IRELAND SITE PREP, INC.  
 BY: [Signature]

220.50

Rpt-ID: RCOGERPT

SOUTH CAROLINA

Date: 09/04/2013

User: schwarcw

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 010 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustment for full depth patching (4" & 6")

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0192	0001	4012040	SY	\$38.34	0	1100	3490.61	1100	This Chng: \$133,829.99	
Item Description FULL DEP.ASPH.PAV.PATCH-4"UNIF				CO Item Description Full Depth Patching-4" Uniform pn Existing Pavement				Prev Revised: \$42,174.00			
Supplemental Description1 Full Depth Patching - 4" Uniform on Existing Pavement								New Revised: \$176,003.99			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$176,003.99			
								Pct Change:			
036938MTO1	0194	0001	4012060	SY	\$45.98	0	309.894	1143.106	309.894	This Chng: \$52,560.01	
Item Description F.DEP.ASPH.PAV.PATCH-6" UNIF.				CO Item Description Full Depth Patching-6" Uniform pn Existing Pavement				Prev Revised: \$14,248.93			
Supplemental Description1 Full Depth Patching - 6" Uniform on Existing Pavement								New Revised: \$66,808.94			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$66,808.94			
								Pct Change:			
Total Value for Change Order 010						= \$186,390.00					

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for 4" and 6" Full Depth Patching to reflect the actual quantities required. This patching is required to repair deficiencies in the existing pavement until such time the section can be overlaid or removed as part of the project's final roadway cross section.

The total additional cost resulting from this change is \$186,390.00. This brings the contract total to date to \$15,540,610.13 which overruns the original contract by a cumulative percentage of 3.611%.

Recommended by: Alan M. Wertz date: 9/9/13  
 Accepted by: Colin Kinton date: 10/22/13

General or Standard Change Order Explanation

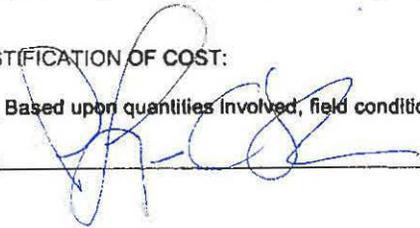
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  V.P.

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 011 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustments for temporary pavement markings

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0320	0001	609105A	LF	\$0.28	500	500	25000	500	This Chng: \$7,000.00 Prev Revised: \$140.00 New Revised: \$7,140.00 Bid Contract: \$140.00 Net Change: \$7,000.00 Pct Change: 5000.	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*WH.BROK.LNE				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0340	0001	609115A	LF	\$0.19	89000	89000	225000	89000	This Chng: \$42,750.00 Prev Revised: \$16,910.00 New Revised: \$59,660.00 Bid Contract: \$16,910.00 Net Change: \$42,750.00 Pct Change: 252.81	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*WH.SOLID LN				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0350	0001	609115B	LF	\$0.18	85000	85000	325000	85000	This Chng: \$58,500.00 Prev Revised: \$15,300.00 New Revised: \$73,800.00 Bid Contract: \$15,300.00 Net Change: \$58,500.00 Pct Change: 382.35	
<b>Item Description</b> PVT.MRK(TEMP-PNT)4*YEL.SLD.LN				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0351	0001	609130A	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50 Prev Revised: \$0.00 New Revised: \$1,237.50 Bid Contract: \$0.00 Net Change: \$1,237.50 Pct Change:	
<b>Item Description</b> PVT.MRK(TEMP-PNT)12*WH.SLD.LN.				<b>CO Item Description</b> Cover overruns & anticipated additions							
<b>Supplemental Description1</b> Add 12" wht solid pavement markings											
<b>Supplemental Description2</b>											

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0352	0001	609130B	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50 Prev Revised: \$0.00 New Revised: \$1,237.50 Bid Contract: \$0.00 Net Change: \$1,237.50 Pct Change:
Item Description PVT.MRK(TEMP-PNT)12"YEL.SLD.LN				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1 Add 12" Yel. Solid traffic paint										
Supplemental Description2										
036938MTO1	0353	0001	609135B	LF	\$3.12	0	0	2500	0	This Chng: \$7,800.00 Prev Revised: \$0.00 New Revised: \$7,800.00 Bid Contract: \$0.00 Net Change: \$7,800.00 Pct Change:
Item Description PVT.MRK(TEMP-PNT)24"YEL.SLD.LN				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1 Add 24" Yel. Solid traffic paint										
Supplemental Description2										
036938MTO1	0360	0001	609135A	LF	\$3.12	370	370	3500	370	This Chng: \$10,920.00 Prev Revised: \$1,154.40 New Revised: \$12,074.40 Bid Contract: \$1,154.40 Net Change: \$10,920.00 Pct Change: 945.95
Item Description PVT.MRK(TEMP-PNT)24"WH.SLD.LN.				CO Item Description		Cover overruns & anticipated additions				
Supplemental Description1										
Supplemental Description2										

Total Value for Change Order 011 = \$129,445.00

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for temporary pavement markings to cover current overruns and anticipated additional quantities required.

The total additional cost resulting from this change is \$129,445.00. This brings the contract total to date to \$15,670,055.13 which overruns the original contract by a cumulative percentage of 4.474%.

Recommended by: Alan M. Wertz date: 9/9/13  
 Accepted by: Colin Kinton date: 10/22/13

General or Standard Change Order Explanation

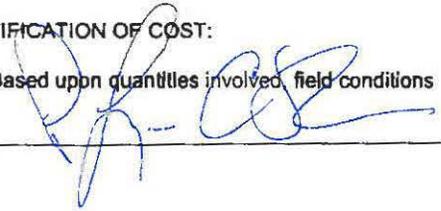
Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  *VP.*

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 012 Force Acct ID: 0

Change Order Type: Extension

CO Description: Adding time and cost for delay in obtaining the SCDHEC NOI.

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0013	0001	9800100	LS	\$59,683.58	0	0	1	0	This Chng: \$59,683.58
Item Description CHANGE ORDER ITEM										Prev Revised: \$0.00
CO Item Description 91 time delay and cost (NOI)										New Revised: \$59,683.58
Supplemental Description1 Adding time and cost for delay in obtaining the SCDHEC NOI.										Bid Contract: \$0.00
Supplemental Description2										Net Change: \$59,683.58
										Pct Change:

Total Value for Change Order 012 = \$59,683.58

Change Order Report: Contract Completion Date Time Adjustment

Original Compl Date: 2014/05/18 Adj Compl Date: 2014/08/27 Adj No. of Days: 101

Explanation: This time extension is being granted for the 91 day delay in obtaining the NOI. The additional 10 days is to correct an input error in the SCDOT site manager system, which showed the original completion date of May 18, 2014. The actual completion date should have been May 28, 2014 based off Beaufort County letter dated November 14, 2012.

General or Standard Change Order Explanation

Cleland Site Prep has given notice that they expect to be compensated for additional costs associated with this 91 day delay. Beaufort County and the SCDOT have agreed that additional compensation is justified.

The total additional cost resulting from this change is \$59,683.58. The contract total to date is \$15,552,769.97 which overruns the original contract by a cumulative percentage of 3.36%.

Recommended by: Alan M. Wertz date: 12/3/13

Accepted by: Colin Kinton date: 12/17/13

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

\_\_\_ Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: CLEVELAND SITE PREP, INC.  
BY: [Signature] - VP

# CLELAND



*Site Prep Since 1970*

November 21, 2013

Mr. Alan Wertz  
I.C.E.  
33 Munch Drive  
Beaufort, SC 29906

RE: SC Hwy 170 Claim for Delay – 91 day

Dear Mr. Wertz:

Please find the attached request for equitable adjustment in contract pricing for the 91 calendar day delay in the owner not obtaining the OCRM Land Disturbance Permit so that the project could start based on our 2<sup>nd</sup> Notice to Proceed dated November 29, 2012. The attached costs represent the additional monies that were spent by Cleland Site Prep, Inc. performing work on the roadway during the period between the NTP and the OCRM Permit date that we have not been compensated for.

Total Additional Work Performed:	\$ 38,220.00
Additional Mobilization	\$ 3,125.00
Additional CPM Schedule Updates	\$ 712.80
Additional Traffic Control	\$ 12,200.00
Sub- Total	\$ 54,257.80
Additional Home Office Overhead ( 10% )	\$ 5,425.78
Total	\$ 59,683.58

Should you have any further questions concerning this matter, please contact me.

Regards,

  
Logan Crowther  
Vice President

CC: Chris Smith, SCDOT RCE  
Colin Kinton, Beaufort County Traffic Engineer  
CSP Project File # 4204

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 013 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Adding Elliptical Pipe

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0882	0001	7141144	LF	\$106.11	0	0	184	0	This Chng: \$19,524.24	
<b>Item Description</b> 24"X38"HE-RCP CUL-CLASS HE-III				<b>CO Item Description</b> Add Elliptical Pipe (St 107+50 & 155+20)				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 24" x 38" Elliptical Pipe								New Revised: \$19,524.24			
<b>Supplemental Description2</b> Sta 107+50 and 155+20								Bld Contract: \$0.00			
								Net Change: \$19,524.24			
								Pct Change:			
036938MTO1	0883	0001	7141146	LF	\$142.72	0	0	152	0	This Chng: \$21,693.44	
<b>Item Description</b> 29"X45"HE-RCP CUL-CLASS HE-III				<b>CO Item Description</b> Add Elliptical Pipe (St 117+50)				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 29" x 45" Elliptical Pipe								New Revised: \$21,693.44			
<b>Supplemental Description2</b> Sta 117+50								Bld Contract: \$0.00			
								Net Change: \$21,693.44			
								Pct Change:			
036938MTO1	0884	0001	9800200	EA	\$1,981.25	0	0	2	0	This Chng: \$3,962.50	
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Add Elliptical Pipe Beveled End Section (24" x 38")				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 24" x 38" Elliptical Pipe BES								New Revised: \$3,962.50			
<b>Supplemental Description2</b> Sta 107+50 and 155+20								Bld Contract: \$0.00			
								Net Change: \$3,962.50			
								Pct Change:			
036938MTO1	0885	0001	9800200	EA	\$2,115.12	0	0	2	0	This Chng: \$4,230.24	
<b>Item Description</b> CHANGE ORDER ITEM				<b>CO Item Description</b> Add Elliptical Pipe Beveled End Section (29" x 45")				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Add 29" x 45" Elliptical Pipe BES								New Revised: \$4,230.24			
<b>Supplemental Description2</b> Sta 117+50								Bld Contract: \$0.00			
								Net Change: \$4,230.24			
								Pct Change:			

Total Value for Change Order 013

= \$49,410.42

General or Standard Change Order Explanation

This change order is necessary to add elliptical pipe to the quantities.

The total additional cost resulting from this change is \$48,410.42. This brings the contract total to date is \$15,493,086.39 which overruns the original contract by a cumulative percentage of 3.29%.

Recommended by: Alan M. Wertz date: 10/28/13

Accepted by: Colin Kinton date: 11/8/13

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

FIRM: CLEVELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 014 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Type B Inlet Protection

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1431	0001	8156210	EA	\$242.30	0	0	75	0	This Chng: \$18,172.50	
<b>Item Description</b> INLET STRUCTURE FILTER-TYPE B				<b>CO Item Description</b> Add a pay item for type B inlet filters				Prev Revised: \$0.00			
<b>Supplemental Description1</b> Adding a pay item for type B inlet filters for type								New Revised: \$18,172.50			
<b>Supplemental Description2</b> 9s, 17s, and 18s								Bid Contract: \$0.00			
								Net Change: \$18,172.50			
								Pct Change:			
Total Value for Change Order 014						= \$18,172.50					

General or Standard Change Order Explanation

The erosion control plans require that type B inlet filters be installed at various drainage structures but a pay item for this type of inlet protection was not in the contract. A pay item for type B inlet filters is being added. Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,570,942.47 which overruns the original contract by a cumulative percentage of 3.81%.

Recommended by: Alan M. Wertz date: 3/6/14

Accepted by: Colin Kinton date: \_\_\_\_\_

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: STEWART SUTZ PRSP, INC  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 015 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Flow Fill Price Change

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0170	0001	2103000	CY	\$113.52	85	85	-85	85	This Chng: \$-9,649.20 Prev Revised: \$9,649.20 New Revised: \$0.00 Bid Contract: \$9,649.20 Net Change: \$-9,649.20 Pct Change: -100.	
<b>Item Description</b> FLOWABLE FILL				<b>CO Item Description</b> Deducting original contract price for flow fill							
<b>Supplemental Description1</b>											
<b>Supplemental Description2</b>											
036938MTO1	0171	0001	2103000	CY	\$84.16	0	0	250	0	This Chng: \$21,040.00 Prev Revised: \$0.00 New Revised: \$21,040.00 Bid Contract: \$0.00 Net Change: \$21,040.00 Pct Change:	
<b>Item Description</b> FLOWABLE FILL				<b>CO Item Description</b> Flow Fill at cost plus 10%							
<b>Supplemental Description1</b> Flow Fill at cost plus 10%											
<b>Supplemental Description2</b> (Reduced original contract amount)											
036938MTO1	0172	0001	1031000	LS	\$1,375.00	0	0	1	0	This Chng: \$1,375.00 Prev Revised: \$0.00 New Revised: \$1,375.00 Bid Contract: \$0.00 Net Change: \$1,375.00 Pct Change:	
<b>Item Description</b> MOBILIZATION				<b>CO Item Description</b> Night Time Opening Fee							
<b>Supplemental Description1</b> Night Time Opening Fee											
<b>Supplemental Description2</b> \$275/each x 5 = \$1,375.00											
<b>Total Value for Change Order</b>						015					= \$12,765.80

**General or Standard Change Order Explanation**

This change order is for the Contractor to use flow fill as pipe backfill at pipe crossings under existing roadways that are in use at the time the new pipe is installed. Cleland Site Prep has agreed to install the flow fill at cost plus 10%. This agreement will reduce the anticipated additional cost for traffic control and the impact to the motoring public if regular pipe backfill is used. This change order deletes the original contract unit price and adds back a reduced unit price for flow fill. The quantity of flow fill will be increased. Since some of the pipe crossing work will be done at night, there is also an additional cost to open up the concrete plant for the flow fill to be produced.

Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,583,708.27 which overruns the original contract by a cumulative percentage of 3.90%.

Recommended by: Alan M. Wertz date: 3/6/14  
Alan M. Wertz

Accepted by: Colin Kinton date: 3/6/14  
Colin Kinton

**General or Standard Change Order Explanation**

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

**JUSTIFICATION OF COST:**

\_\_\_ Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: CLELAND SITE PREP, INC.  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 015 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Rework to install 24" RCP at 116+50 +/-

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0014	0001	1031000	LS	\$858.24	0	0	1	0	This Chng: \$858.24
<p>Item Description MOBILIZATION CO Item Description</p> <p>Supplemental Description1 Rework to install 24" RCP at 116+50 +/-</p> <p>Supplemental Description2</p>										<p>Prev Revised: \$0.00</p> <p>New Revised: \$858.24</p> <p>Bld Contract: \$0.00</p> <p>Net Change: \$858.24</p> <p>Pct Change:</p>
Total Value for Change Order 016						= \$858.24				

General or Standard Change Order Explanation

This change order is for a new section of 24" RCP drainage pipe that was added at station 116+50 +/- after the curb and gutter and stone base had already been placed in this area. The contractor has requested additional compensation to remove and replace a section of the curb and stone base. Prices have been reviewed and approved by the RCE, BC and CEI PM.

This change order brings the contract total to date to \$15,584,566.51 which overruns the original contract by a cumulative percentage of 3.90%.

Recommended by: Alan M. Wertz date: 3/6/14

Accepted by: Colin Kinton date: 3/5/14

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: GLAND SIZE PRESS, INC  
BY: [Signature]

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 017 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Revised Asphalt Pavement Section

Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0190	0001	4011004	TON	\$565.08	3630	3630	-3619.62	3630	This Chng: \$-2,045,374.87	
Item Description LIQUID ASPHALT BINDER PG64-22				CO Item Description				Prev Revised: \$2,051,240.40			
Supplemental Description1								New Revised: \$5,865.53			
Supplemental Description2								Bld Contract: \$2,051,240.40			
								Net Change: \$-2,045,374.87			
								Pct Change: -89.71			
036938MTO1	0191	0001	4011004	TON	\$665.70	0	0	3618	0	This Chng: \$2,407,171.20	
Item Description LIQUID ASPHALT BINDER PG64-22				CO Item Description				Prev Revised: \$0.00			
Supplemental Description1 Pricing based on SCDOT index for Liquid Asphalt dated 2/1/14								New Revised: \$2,407,171.20			
Supplemental Description2								Bld Contract: \$0.00			
								Net Change: \$2,407,171.20			
								Pct Change:			
036938MTO1	0210	0001	4020320	TON	\$45.42	20375	20375	-20375	20375	This Chng: \$-925,432.50	
Item Description H/M ASPH.INTERMEDIATE CR.TYPE B				CO Item Description				Prev Revised: \$925,432.50			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bld Contract: \$925,432.50			
								Net Change: \$-925,432.50			
								Pct Change: -100.			
036938MTO1	0211	0001	4020330	TON	\$57.23	0	0	20375	0	This Chng: \$1,166,061.25	
Item Description H/M ASPH.INTERMEDIATE CR.TYPE C				CO Item Description				Prev Revised: \$0.00			
Supplemental Description1								New Revised: \$1,166,061.25			
Supplemental Description2								Bld Contract: \$0.00			
								Net Change: \$1,166,061.25			
								Pct Change:			

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0231	0001	4030360	TON	\$56.80	0	0	4500	0	This Chng: \$255,600.00

Item Description H/M ASPH.SURF.CR. TYPE E

CO Item Description

Supplemental Description1

Supplemental Description2

Prev Revised: \$0.00  
 New Revised: \$255,600.00  
 Bid Contract: \$0.00  
 Net Change: \$255,600.00  
 Pct Change:

Total Value for Change Order 017 = \$732,195.82

**General or Standard Change Order Explanation**

This change order is necessary to adjust the quantities for the asphalt paving to reflect the revised pavement section and the actual quantities anticipated as noted in the attached letter from Cleland Site Prep dated February 20, 2014.

The total additional cost resulting from this change is \$732,195.82. This brings the contract total to date to \$16,316,762.33 which overruns the original contract by a cumulative percentage of 8.79%.

**General or Standard Change Order Explanation**

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_



**COUNTY COUNCIL OF BEAUFORT COUNTY  
ENGINEERING AND INFRASTRUCTURE DIVISION**

Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
Phone: (843) 255-2730 Fax: (843) 255-9420

April 2, 2014

Logan Crowther, Vice President  
Cleland Site Prep  
426 Red Oaks Drive  
Ridgeland, SC 29936

**Re: SC 170 Widening Revised Asphalt Pricing**

Dear Logan:

Thank you for your letter of February 20, 2014 regarding revised asphalt pricing on this project due to the changes in the pavement structure.

The asphalt mix substitutions have been reviewed and approved by SCDOT with the revised pricing and quantities as shown below.

Liquid Asphalt Binder PG 64-22**	3,616 TN @ \$665.70	\$ 2,407,171.20
HMA Intermediate Course Type C (Level >2")	20,375 TN @ \$ 57.23	\$ 1,166,061.25
HMA Intermediate Course Type B (300#/sy)	19,920 TN @ \$ 58.28	\$ 1,160,838.00
HMA Surface Course Type B (200#/sy)	25,010 TN @ \$ 58.01	\$ 1,450,892.63
HMA Surface Course Type C (Pathway-150#/sy)	2,205 TN @ \$ 59.64	\$ 131,506.20
HMA Surface Course Type E (Leveling <2")	4,500 TN @ \$ 56.80	\$ 268,380.00
Total		\$ 6,584,849.28

\*\* Pricing based on the SCDOT index for Liquid Asphalt Binder dated February 1, 2014

Please note, Beaufort County is approving the revised pricing and quantities stated above so as to ensure continued momentum and progress on this project. However, Beaufort County reserves all rights that it may have under its contract with Cleland Site Prep, including, but not limited to, all specified unit pricing that may be applicable or identified within the contract for the items stated above. It is Beaufort County's intention to seek a contribution from other parties for any and all amounts incurred above the contractually stated unit prices. However, these actions shall in no way represent a waiver or release of any rights Beaufort County may have arising under its contract with Cleland Site Prep.

Sincerely:

Robert McFee, P.E.  
Division Director Engineering and Infrastructure

JRM/cvs



BEAUFORT COUNTY, SOUTH CAROLINA

QUARTERLY FINANCIAL REPORT

For the Nine Months Ended

March 31, 2014

Gary T. Kubic, County Administrator

Bryan J. Hill, Deputy County Administrator

Alicia A. Holland, CPA, Chief Financial Officer

A summary of the financial statements for Beaufort County funds for the nine months ended March 31, 2014, (unaudited) is attached. This summary is provided to Council to keep them informed of the County's current financial condition. This report represents the revenues and expenditures as compared to the fiscal year budget in a condensed format.

The attached report is divided into the following areas:

1. Major Governmental Funds
  - a. General Fund
  - b. County Wide General Obligation Bonds
  - c. Bluffton County TIF Bonds
  - d. New River TIF Bonds
  - e. Capital Project Funds
  - f. Sales Tax Projects
  - g. Real Property Program
2. Special Revenue Funds
  - a. General Government
  - b. Public Safety
  - c. Public Works
  - d. Public Health
  - e. Public Welfare
  - f. Cultural and Recreation
3. Proprietary Funds
  - a. Stormwater Utility
  - b. Lady's Island Airport
  - c. Hilton Head Island Airport
  - d. Garage – Internal Service Fund

#### Special Revenue Funds

General Government includes the following funds:

- State Accommodations Tax
- Local Accommodations Tax
- Local Hospitality Tax
- Purchase of Real Property
- Local Admissions Fees
- Treasurer Execution Fees
- Reforestation Trust
- Group Benefits Trust (Flex Spending)
- Clerk of Court IV-D Incentives and Unit Cost
- Public Defender Trust

Public Safety includes the following funds:

- E-911
- Haz Mat Trust
- EMS Donations
- EMS State Grant
- Animal Shelter Memorial and Cat Adoption Center
- Detention Center Trust and Alien Assistance
- Victims Assistance Program
- Sheriff School Resource Officer Program
- Sheriff Drug Funds
- Sheriff Family Court Trust
- Public Safety Grants (SC EMD, RMAT, Homeland Security, Department of Justice)

Public Works includes the following funds:

- Road Impact Fees
- Waste Management Recycling Grant
- Barton's Run Agreement
- Del Webb Transportation Fees
- County Wide Road Improvement Program
- SC DHEC Oil, Tire and Solid Waste Grants
- Del Webb Boat Ramp Repair Fees

Public Health includes the following funds:

- Alcohol and Drug Programs
- Disabilities and Special Needs Programs

Public Welfare includes the following funds:

- COSY – Human Services Alliance
- SC Department of Commerce CDBG Grants – Water Projects
- Home Consortium (HUD) Program
- SC DOT Daufuskie Ferry Transportation Grant

Cultural and Recreation includes the following funds:

- Library Impact Fees
- Library Trust Funds
- Del Webb Library Fees
- Library Grants (LSTA)
- PALS Impact Fees
- PALS YMCA Donation Fund
- PALS Special Capital Program
- PALS PARD Grant
- PALS Nutrition Grant (SC DSS)

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**BALANCE SHEET**  
**MAJOR GOVERNMENTAL FUNDS**  
**March 31, 2014**

	General Fund	County Wide General Obligation Bonds	Bluffton County TIF Bonds	New River TIF Bonds	Capital Project Funds	Sales Tax Projects	Real Property Program	Total
<b>ASSETS</b>								
Cash and Equity in Pooled Cash and Investments	\$ 38,737,690	\$ 3,274,121	\$ 2,047,945	\$ 31,396	\$ 5,484,430	\$ 31,366,408	\$ 14,576,414	\$ 95,518,404
Receivables, Net	1,396,655	-	-	-	-	1,960,865	-	3,357,520
Due from Other Funds	1,466,765	-	-	-	-	-	-	1,466,765
Note Receivable from Enterprise Funds	-	1,467,218	-	-	-	-	-	1,467,218
Other Note Receivable	-	1,105,714	-	-	-	-	-	1,105,714
Prepaid Expenses	288,848	-	-	-	-	-	-	288,848
<b>Total Assets</b>	<b><u>\$ 41,889,958</u></b>	<b><u>\$ 5,847,053</u></b>	<b><u>\$ 2,047,945</u></b>	<b><u>\$ 31,396</u></b>	<b><u>\$ 5,484,430</u></b>	<b><u>\$ 33,327,273</u></b>	<b><u>\$ 14,576,414</u></b>	<b><u>\$ 103,204,469</u></b>
<b>LIABILITIES</b>								
Accounts Payable	\$ 99,953	\$ -	\$ -	\$ -	\$ 183,103	\$ 1,147,098	\$ 6,242	\$ 1,436,396
Accrued Payroll	1,636,619	-	-	-	-	2,028	-	1,638,647
Due to Others	1,235,937	-	-	-	-	-	-	1,235,937
<b>Total Liabilities</b>	<b>2,972,509</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>183,103</b>	<b>1,149,126</b>	<b>6,242</b>	<b>4,310,980</b>
<b>FUND BALANCE</b>								
Nonspendable	288,848	2,506,046	-	-	-	-	-	2,794,894
Restricted	-	3,341,007	2,047,945	31,396	5,301,327	32,178,147	14,570,172	57,469,994
Committed	4,629,954	-	-	-	-	-	-	4,629,954
Assigned	1,727,473	-	-	-	-	-	-	1,727,473
Unassigned	32,271,174	-	-	-	-	-	-	32,271,174
<b>Total Fund Balances</b>	<b><u>38,917,449</u></b>	<b><u>5,847,053</u></b>	<b><u>2,047,945</u></b>	<b><u>31,396</u></b>	<b><u>5,301,327</u></b>	<b><u>32,178,147</u></b>	<b><u>14,570,172</u></b>	<b><u>98,893,489</u></b>
<b>Total liabilities and fund balances</b>	<b><u>\$ 41,889,958</u></b>	<b><u>\$ 5,847,053</u></b>	<b><u>\$ 2,047,945</u></b>	<b><u>\$ 31,396</u></b>	<b><u>\$ 5,484,430</u></b>	<b><u>\$ 33,327,273</u></b>	<b><u>\$ 14,576,414</u></b>	<b><u>\$ 103,204,469</u></b>

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**MAJOR GOVERNMENTAL FUNDS**  
For the period ended March 31, 2014

	General Fund			% of Actual as compared to Budget
	Budget	Actual	Variance	
<b>Revenues</b>				
Ad Valorem Taxes	\$ 75,817,001	\$ 73,036,394	\$ (2,780,607)	96.3%
Licenses and Permits	2,293,000	1,594,208	(698,792)	69.5%
Intergovernmental	7,865,416	5,017,935	(2,847,481)	63.8%
Charges for Services	10,662,398	8,042,922	(2,619,476)	75.4%
Fines and Forfeitures	1,107,531	625,419	(482,112)	56.5%
Interest Earned	105,000	29,968	(75,032)	28.5%
Miscellaneous	<u>232,000</u>	<u>314,968</u>	<u>82,968</u>	<u>135.8%</u>
<b>Total Revenues</b>	<b>98,082,346</b>	<b>88,661,814</b>	<b>(9,420,532)</b>	<b>90.4%</b>
<b>Expenditures</b>				
Personnel	62,157,567	45,733,762	16,423,805	73.6%
Purchased Services	19,187,508	13,358,608	5,828,900	69.6%
Supplies	5,126,693	3,251,289	1,875,404	63.4%
Capital	971,991	2,920,840	(1,948,849)	300.5%
Subsidies	8,092,243	6,589,945	1,502,298	81.4%
Contingency	18,000	7,150	10,850	39.7%
Other	<u>248,000</u>	<u>278,477</u>	<u>(30,477)</u>	<u>112.3%</u>
<b>Total Expenditures</b>	<b>95,802,002</b>	<b>72,140,071</b>	<b>23,661,931</b>	<b>75.3%</b>
Excess (deficiency) of revenues over expenditures	2,280,344	16,521,743	14,241,399	
<b>Other Financing Sources (Uses)</b>				
Transfers In	1,268,750	836,322	(432,428)	65.9%
Transfers Out	<u>(3,549,094)</u>	<u>(2,661,885)</u>	<u>887,209</u>	<u>75.0%</u>
<b>Total Other Financing Sources</b>	<b>(2,280,344)</b>	<b>(1,825,563)</b>	<b>454,781</b>	<b>80.1%</b>
Net Change in Fund Balance	-	14,696,180	14,696,180	
Fund Balance - beginning	<u>24,221,269</u>	<u>24,221,269</u>	<u>-</u>	
Fund Balance - ending	<u>\$ 24,221,269</u>	<u>\$ 38,917,449</u>	<u>\$ 14,696,180</u>	

**PRELIMINARY AND UNAUDITED**  
 BEAUFORT COUNTY, SOUTH CAROLINA  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 MAJOR GOVERNMENTAL FUNDS  
 For the period ended March 31, 2014

	County Wide General Obligation Bonds			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Ad Valorem Taxes	\$ 8,930,126	\$ 8,532,108	\$ (398,018)	95.5%
Intergovernmental	179,199	36,427	(142,772)	20.3%
Interest Earned	<u>74,382</u>	<u>74,171</u>	<u>(211)</u>	<u>99.7%</u>
Total Revenues	9,183,707	8,642,706	(541,001)	94.1%
Other Financing Sources (Uses)				
Transfers In	10,493,551	4,350,073	(6,143,478)	41.5%
Transfers Out	(1,215,733)	(110,010)	1,105,723	9.0%
Bond Principal Paid	(13,535,980)	(10,280,980)	3,255,000	76.0%
Bond Interest and Fees	<u>(8,104,808)</u>	<u>(7,484,277)</u>	<u>620,531</u>	<u>92.3%</u>
Total Other Financing Sources	(12,362,970)	(13,525,194)	(1,162,224)	109.4%
Net Change in Fund Balance	(3,179,263)	(4,882,488)	(1,703,225)	
Fund Balance - beginning	<u>10,729,541</u>	<u>10,729,541</u>	-	
Fund Balance - ending	<u>\$ 7,550,278</u>	<u>\$ 5,847,053</u>	<u>\$ (1,703,225)</u>	

**PRELIMINARY AND UNAUDITED**  
 BEAUFORT COUNTY, SOUTH CAROLINA  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 MAJOR GOVERNMENTAL FUNDS  
 For the period ended March 31, 2014

	Bluffton County TIF Bonds			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Ad Valorem Taxes	\$ 625,000	\$ 542,460	\$ (82,540)	86.8%
Interest Earned	1,000	-	(1,000)	0.0%
Total Revenues	626,000	542,460	(83,540)	86.7%
Other Financing Sources (Uses)				
Transfers In	1,486,931	431,256	(1,055,675)	29.0%
Bond Principal Paid	(745,000)	(745,000)	-	100.0%
Bond Interest and Fees	(80,952)	(80,727)	(225)	99.7%
Total Other Financing Sources	660,979	(394,471)	(1,055,900)	-59.7%
Net Change in Fund Balance	1,286,979	147,989	(1,139,440)	
Fund Balance - beginning	1,899,956	1,899,956	-	
Fund Balance - ending	<u>\$ 3,186,935</u>	<u>\$ 2,047,945</u>	<u>\$ (1,139,440)</u>	

**PRELIMINARY AND UNAUDITED**  
 BEAUFORT COUNTY, SOUTH CAROLINA  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 MAJOR GOVERNMENTAL FUNDS  
 For the period ended March 31, 2014

	New River TIF Bonds			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Ad Valorem Taxes	\$ -	\$ 31,396	\$ 31,396	100.0%
Total Revenues	-	31,396	31,396	100.0%
Net Change in Fund Balance	-	31,396	31,396	
Fund Balance - beginning	-	-	-	
Fund Balance - ending	<u>\$ -</u>	<u>\$ 31,396</u>	<u>\$ 31,396</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**MAJOR GOVERNMENTAL FUNDS**  
For the period ended March 31, 2014

	Capital Projects Fund			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Ad Valorem Taxes	\$ 32,000	\$ 62,362	\$ 30,362	194.9%
Intergovernmental	-	56,663	56,663	100.0%
Interest Earned	100	11,489	11,389	11489.0%
Miscellaneous	-	920,667	920,667	100.0%
Total Revenues	<u>32,100</u>	<u>1,051,181</u>	<u>1,019,081</u>	3274.7%
Expenditures				
Purchased Services	73,778	104,159	(30,381)	141.2%
Capital	9,257,529	5,382,031	3,875,498	58.1%
Contingency	215,399	-	215,399	0.0%
Total Expenditures	<u>9,546,706</u>	<u>5,486,190</u>	<u>4,060,516</u>	57.5%
Excess (deficiency) of revenues over expenditures	(9,514,606)	(4,435,009)	5,079,597	
Other Financing Sources (Uses)				
Transfers In	3,932,853	3,932,853	-	100.0%
Transfers Out	<u>(3,871,841)</u>	<u>(3,871,841)</u>	-	100.0%
Total Other Financing Sources	61,012	61,012	-	100.0%
Net Change in Fund Balance	(9,453,594)	(4,373,997)	5,079,597	
Fund Balance - beginning	<u>9,675,324</u>	<u>9,675,324</u>	-	
Fund Balance - ending	<u>\$ 221,730</u>	<u>\$ 5,301,327</u>	<u>\$ 5,079,597</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**MAJOR GOVERNMENTAL FUNDS**  
For the period ended March 31, 2014

	Sales Tax Projects Fund			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Intergovernmental	\$ 44,322,762	\$ 5,969,685	\$ (38,353,077)	13.5%
Interest Earned	-	54,763	54,763	100.0%
Total Revenues	<u>44,322,762</u>	<u>6,174,448</u>	<u>(38,148,314)</u>	13.9%
Expenditures				
Purchased Services	-	2,398	(2,398)	100.0%
Capital	<u>85,644,776</u>	<u>15,300,301</u>	<u>70,344,475</u>	17.9%
Total Expenditures	<u>85,644,776</u>	<u>15,318,315</u>	<u>70,326,461</u>	17.9%
Excess (deficiency) of revenues over expenditures	(41,322,014)	(9,143,867)	32,178,147	
Other Financing Sources (Uses)				
Transfers In	8,245,764	8,245,764	-	100.0%
Transfers Out	<u>(8,245,764)</u>	<u>(8,245,764)</u>	-	100.0%
Total Other Financing Sources	-	-	-	0.0%
Net Change in Fund Balance	(41,322,014)	(9,143,867)	32,178,147	
Fund Balance - beginning	<u>41,322,014</u>	<u>41,322,014</u>	-	
Fund Balance - ending	<u>\$ -</u>	<u>\$ 32,178,147</u>	<u>\$ 32,178,147</u>	

**PRELIMINARY AND UNAUDITED**  
 BEAUFORT COUNTY, SOUTH CAROLINA  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 MAJOR GOVERNMENTAL FUNDS  
 For the period ended March 31, 2014

	Real Property Program Fund			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Interest Earned	\$ 11,500	\$ 15,083	\$ 3,583	131.2%
Total Revenues	11,500	15,083	3,583	131.2%
Expenditures				
Purchased Services	10,000	55,297	(45,297)	553.0%
Capital	18,851,957	4,240,071	14,611,886	22.5%
Total Expenditures	18,861,957	4,295,368	14,566,589	22.8%
Net Change in Fund Balance	(18,850,457)	(4,280,285)	14,570,172	
Fund Balance - beginning	<u>18,850,457</u>	<u>18,850,457</u>	<u>-</u>	
Fund Balance - ending	<u>\$ -</u>	<u>\$ 14,570,172</u>	<u>\$ 14,570,172</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**MAJOR GOVERNMENTAL FUNDS**  
For the period ended March 31, 2014

	Total			% of Actual as compared to Budget
	Budget	Actual	Variance	
<b>Revenues</b>				
Ad Valorem Taxes	\$ 85,404,127	\$ 82,204,720	\$ (3,199,407)	96.3%
Licenses and Permits	2,293,000	1,594,208	(698,792)	69.5%
Intergovernmental	52,367,377	11,080,710	(41,286,667)	21.2%
Charges for Services	10,662,398	8,042,922	(2,619,476)	75.4%
Fines and Forfeitures	1,107,531	625,419	(482,112)	56.5%
Interest Earned	191,982	185,474	(6,508)	96.6%
Miscellaneous	<u>232,000</u>	<u>1,385,635</u>	<u>1,153,635</u>	<u>597.3%</u>
<b>Total Revenues</b>	<b>152,258,415</b>	<b>105,119,088</b>	<b>(47,139,327)</b>	<b>69.0%</b>
<b>Expenditures</b>				
Personnel	62,157,567	45,749,378	16,408,189	73.6%
Purchased Services	19,271,286	13,520,462	5,750,824	70.2%
Supplies	5,126,693	3,251,289	1,875,404	63.4%
Capital	114,726,253	27,843,243	86,883,010	24.3%
Subsidies	8,092,243	6,589,945	1,502,298	81.4%
Contingency	233,399	7,150	226,249	3.1%
Other	<u>248,000</u>	<u>278,477</u>	<u>(30,477)</u>	<u>112.3%</u>
<b>Total Expenditures</b>	<b>209,855,441</b>	<b>97,239,944</b>	<b>112,615,497</b>	<b>46.3%</b>
Excess (deficiency) of revenues over expenditures	(57,597,026)	7,879,144	(159,754,824)	
<b>Other Financing Sources (Uses)</b>				
Transfers In	25,427,849	17,796,268	(7,631,581)	70.0%
Transfers Out	(16,882,432)	(14,889,500)	1,992,932	88.2%
Bond Principal Paid	(14,280,980)	(11,025,980)	(3,255,000)	77.2%
Bond Interest and Fees	<u>(8,185,760)</u>	<u>(7,565,004)</u>	<u>(620,756)</u>	<u>92.4%</u>
<b>Total Other Financing Sources</b>	<b>(13,921,323)</b>	<b>(15,684,216)</b>	<b>(9,514,405)</b>	<b>112.7%</b>
Net Change in Fund Balance	(71,518,349)	(7,805,072)	(169,269,229)	
Fund Balance - beginning	<u>106,698,561</u>	<u>106,698,561</u>	-	
Fund Balance - ending	<u>\$ 35,180,212</u>	<u>\$ 98,893,489</u>	<u>\$ (169,269,229)</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**BALANCE SHEET**  
**SPECIAL REVENUE FUNDS**  
**March 31, 2014**

	General Government	Public Safety	Public Works	Public Health	Public Welfare	Cultural and Recreation	Total
<b>ASSETS</b>							
Cash and Equity in Pooled Cash and Investments	\$ 16,367,933	\$ 4,414,050	\$ 8,182,612	\$ 1,272,554	\$ 13,162	\$ 5,009,135	\$ 35,259,446
Receivables, Net	<u>131,205</u>	<u>42,248</u>	<u>14,844</u>	<u>23,962</u>	<u>97,648</u>	<u>-</u>	<u>309,907</u>
Total Assets	<u>\$ 16,499,138</u>	<u>\$ 4,456,298</u>	<u>\$ 8,197,456</u>	<u>\$ 1,296,516</u>	<u>\$ 110,810</u>	<u>\$ 5,009,135</u>	<u>\$ 35,569,353</u>
<b>LIABILITIES</b>							
Accounts Payable	\$ -	\$ 102,896	\$ 77,059	\$ 152,906	\$ 42,008	\$ 148,233	\$ 523,102
Accrued Payroll	58,062	25,113	1,058	139,925	4,852	755	229,765
Due to Others	<u>-</u>	<u>510,440</u>	<u>-</u>	<u>30,572</u>	<u>-</u>	<u>-</u>	<u>541,012</u>
Total Liabilities	58,062	638,449	78,117	323,403	46,860	148,988	1,293,879
<b>FUND BALANCE</b>							
Restricted	<u>16,441,076</u>	<u>3,817,849</u>	<u>8,119,339</u>	<u>973,113</u>	<u>63,950</u>	<u>4,860,147</u>	<u>34,275,474</u>
Total Fund Balances	<u>16,441,076</u>	<u>3,817,849</u>	<u>8,119,339</u>	<u>973,113</u>	<u>63,950</u>	<u>4,860,147</u>	<u>34,275,474</u>
Total liabilities and fund balances	<u>\$ 16,499,138</u>	<u>\$ 4,456,298</u>	<u>\$ 8,197,456</u>	<u>\$ 1,296,516</u>	<u>\$ 110,810</u>	<u>\$ 5,009,135</u>	<u>\$ 35,569,353</u>

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	General Government			% of Actual as compared to Budget
	Budget	Actual	Variance	
<b>Revenues</b>				
Ad Valorem Taxes	\$ 7,062,801	\$ 6,779,548	\$ (283,253)	96.0%
Licenses and Permits	3,920,000	3,061,318	(858,682)	78.1%
Intergovernmental	1,764,000	991,329	(772,671)	56.2%
Charges for Services	1,075,000	695,644	(379,356)	64.7%
Fines and Forfeitures	40,000	41,860	1,860	104.7%
Interest Earned	9,150	-	(9,150)	0.0%
Miscellaneous	<u>569,300</u>	<u>410,645</u>	<u>(158,655)</u>	<u>72.1%</u>
<b>Total Revenues</b>	<b>14,440,251</b>	<b>11,980,344</b>	<b>(2,459,907)</b>	<b>83.0%</b>
<b>Expenditures</b>				
Personnel	2,106,360	1,655,492	450,868	78.6%
Purchased Services	869,852	549,203	320,649	63.1%
Supplies	76,048	19,017	57,031	25.0%
Subsidies	1,367,500	1,413,636	(46,136)	103.4%
Other	<u>220,000</u>	<u>104,718</u>	<u>115,282</u>	<u>47.6%</u>
<b>Total Expenditures</b>	<b>4,639,760</b>	<b>3,742,066</b>	<b>897,694</b>	<b>80.7%</b>
Excess (deficiency) of revenues over expenditures	9,800,491	8,238,278	(1,562,213)	
<b>Other Financing Sources (Uses)</b>				
Transfers In	600,000	450,000	(150,000)	75.0%
Transfers Out	<u>(9,652,558)</u>	<u>(4,918,061)</u>	<u>4,734,497</u>	<u>51.0%</u>
<b>Total Other Financing Sources</b>	<b>(9,052,558)</b>	<b>(4,468,061)</b>	<b>4,584,497</b>	<b>49.4%</b>
<b>Net Change in Fund Balance</b>	<b>747,933</b>	<b>3,770,217</b>	<b>3,022,284</b>	
<b>Fund Balance - beginning</b>	<b><u>12,670,859</u></b>	<b><u>12,670,859</u></b>	<b><u>-</u></b>	
<b>Fund Balance - ending</b>	<b><u>\$ 13,418,792</u></b>	<b><u>\$ 16,441,076</u></b>	<b><u>\$ 3,022,284</u></b>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Public Safety			% of Actual as compared to Budget
	Budget	Actual	Variance	
<b>Revenues</b>				
Licenses and Permits	\$ 25,000	\$ 25,550	\$ 550	102.2%
Intergovernmental	1,241,500	828,205	(413,295)	66.7%
Charges for Services	540,000	474,878	(65,122)	87.9%
Fines and Forfeitures	155,200	113,067	(42,133)	72.9%
Interest Earned	2,150	3	(2,147)	0.1%
Miscellaneous	<u>96,000</u>	<u>171,777</u>	<u>75,777</u>	<u>178.9%</u>
<b>Total Revenues</b>	<b>2,059,850</b>	<b>1,613,480</b>	<b>(446,370)</b>	<b>78.3%</b>
<b>Expenditures</b>				
Personnel	1,248,215	839,341	408,874	67.2%
Purchased Services	515,750	717,016	(201,266)	139.0%
Supplies	86,113	168,464	(82,351)	195.6%
Capital	320,000	488,762	(168,762)	152.7%
Subsidies	167,354	123,269	44,085	73.7%
Other	<u>150,578</u>	<u>116,405</u>	<u>34,173</u>	<u>77.3%</u>
<b>Total Expenditures</b>	<b>2,488,010</b>	<b>2,453,257</b>	<b>34,753</b>	<b>98.6%</b>
Excess (deficiency) of revenues over expenditures	(428,160)	(839,777)	(411,617)	
<b>Other Financing Sources (Uses)</b>				
Transfers In	<u>248,838</u>	<u>186,885</u>	<u>(61,953)</u>	<u>75.1%</u>
<b>Total Other Financing Sources</b>	<b>248,838</b>	<b>186,885</b>	<b>(61,953)</b>	<b>75.1%</b>
Net Change in Fund Balance	(179,322)	(652,892)	(473,570)	
Fund Balance - beginning	<u>4,470,741</u>	<u>4,470,741</u>	<u>-</u>	
Fund Balance - ending	<u>\$ 4,291,419</u>	<u>\$ 3,817,849</u>	<u>\$ (473,570)</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Public Works			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Intergovernmental	\$ 1,419,945	\$ 1,134,856	\$ (285,089)	79.9%
Charges for Services	1,336,300	1,077,598	(258,702)	80.6%
Interest Earned	4,000	8,722	4,722	218.1%
Miscellaneous	<u>1,991,527</u>	<u>2,080,662</u>	<u>89,135</u>	<u>104.5%</u>
Total Revenues	4,751,772	4,301,858	(449,914)	90.5%
Expenditures				
Personnel	98,287	64,194	34,093	65.3%
Purchased Services	800,434	135,142	665,292	16.9%
Supplies	12,539	20,395	(7,856)	162.7%
Capital	<u>3,827,721</u>	<u>548,156</u>	<u>3,279,565</u>	<u>14.3%</u>
Total Expenditures	4,738,981	767,887	3,971,094	16.2%
Excess (deficiency) of revenues over expenditures	12,791	3,533,971	3,521,180	
Other Financing Sources (Uses)				
Transfers Out	<u>(2,224,010)</u>	<u>(589,578)</u>	<u>1,634,432</u>	<u>26.5%</u>
Total Other Financing Sources	(2,224,010)	(589,578)	1,634,432	26.5%
Net Change in Fund Balance	(2,211,219)	2,944,393	5,155,612	
Fund Balance - beginning	<u>5,174,946</u>	<u>5,174,946</u>	<u>-</u>	
Fund Balance - ending	<u>\$ 2,963,727</u>	<u>\$ 8,119,339</u>	<u>\$ 5,155,612</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Public Health			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Intergovernmental	\$ 5,011,891	\$ 3,812,098	\$ (1,199,793)	76.1%
Charges for Services	491,422	399,574	(91,848)	81.3%
Miscellaneous	166,416	144,809	(21,607)	87.0%
Total Revenues	5,669,729	4,356,481	(1,313,248)	76.8%
Expenditures				
Personnel	6,201,305	4,583,780	1,617,525	73.9%
Purchased Services	1,345,410	793,785	551,625	59.0%
Supplies	395,275	264,158	131,117	66.8%
Capital	181,713	91,219	90,494	50.2%
Total Expenditures	8,123,703	5,732,942	2,390,761	70.6%
Excess (deficiency) of revenues over expenditures	(2,453,974)	(1,376,461)	1,077,513	
Other Financing Sources (Uses)				
Transfers In	2,426,581	1,800,000	(626,581)	74.2%
Transfers Out	(326,579)	-	326,579	0.0%
Total Other Financing Sources	2,100,002	1,800,000	(300,002)	85.7%
Net Change in Fund Balance	(353,972)	423,539	777,511	
Fund Balance - beginning	549,574	549,574	-	
Fund Balance - ending	<u>\$ 195,602</u>	<u>\$ 973,113</u>	<u>\$ 777,511</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Public Welfare			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Intergovernmental	\$ 714,232	\$ 796,854	\$ 82,622	111.6%
Charges for Services	50,700	37,484	(13,216)	73.9%
Miscellaneous	17,500	20,225	2,725	115.6%
Total Revenues	<u>782,432</u>	<u>854,563</u>	<u>72,131</u>	<u>109.2%</u>
Expenditures				
Personnel	182,682	139,989	42,693	76.6%
Purchased Services	87,651	50,061	37,590	57.1%
Supplies	2,483	1,567	916	63.1%
Capital	20,000	323,491	(303,491)	1617.5%
Subsidies	890,008	670,026	219,982	75.3%
Total Expenditures	<u>1,182,824</u>	<u>1,185,134</u>	<u>(2,310)</u>	<u>100.2%</u>
Excess (deficiency) of revenues over expenditures	(400,392)	(330,571)	69,821	
Other Financing Sources (Uses)				
Transfers In	<u>300,000</u>	<u>225,000</u>	<u>(75,000)</u>	<u>75.0%</u>
Total Other Financing Sources	300,000	225,000	(75,000)	75.0%
Net Change in Fund Balance	(100,392)	(105,571)	(5,179)	
Fund Balance - beginning	<u>169,521</u>	<u>169,521</u>	<u>-</u>	
Fund Balance - ending	<u>\$ 69,129</u>	<u>\$ 63,950</u>	<u>\$ (5,179)</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Cultural and Recreation			% of Actual as compared to Budget
	Budget	Actual	Variance	
Revenues				
Intergovernmental	\$ 555,000	\$ 469,295	\$ (85,705)	84.6%
Charges for Services	-	8,909	8,909	100.0%
Interest Earned	2,000	-	(2,000)	0.0%
Miscellaneous	750,000	878,349	128,349	117.1%
Total Revenues	1,307,000	1,356,553	49,553	103.8%
Expenditures				
Personnel	74,930	34,968	39,962	46.7%
Purchased Services	1,036,786	299,169	737,617	28.9%
Supplies	1,091,605	230,192	861,413	21.1%
Capital	2,635,118	205,151	2,429,967	7.8%
Other	-	2,758	(2,758)	100.0%
Total Expenditures	4,838,439	772,238	4,066,201	16.0%
Excess (deficiency) of revenues over expenditures	(3,531,439)	584,315	4,115,754	
Other Financing Sources (Uses)				
Transfers Out	(217,943)	(61,012)	156,931	28.0%
Total Other Financing Sources	(217,943)	(61,012)	156,931	28.0%
Net Change in Fund Balance	(3,749,382)	523,303	4,272,685	
Fund Balance - beginning	4,336,844	4,336,844	-	
Fund Balance - ending	\$ 587,462	\$ 4,860,147	\$ 4,272,685	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SPECIAL REVENUE FUNDS**  
For the period ended March 31, 2014

	Total			% of Actual as compared to Budget
	Budget	Actual	Variance	
<b>Revenues</b>				
Ad Valorem Taxes	\$ 7,062,801	\$ 6,779,568	\$ (283,233)	96.0%
Licenses and Permits	3,945,000	3,086,868	(858,132)	78.2%
Intergovernmental	10,706,568	8,032,637	(2,673,931)	75.0%
Charges for Services	3,493,422	2,694,087	(799,335)	77.1%
Fines and Forfeitures	195,200	154,927	(40,273)	79.4%
Interest Earned	17,300	8,725	(8,575)	50.4%
Miscellaneous	<u>3,590,743</u>	<u>3,706,467</u>	<u>115,724</u>	<u>103.2%</u>
<b>Total Revenues</b>	<b>29,011,034</b>	<b>24,463,279</b>	<b>(4,547,755)</b>	<b>84.3%</b>
<b>Expenditures</b>				
Personnel	9,911,779	7,317,764	2,594,015	73.8%
Purchased Services	4,655,883	2,544,376	2,111,507	54.6%
Supplies	1,664,063	703,793	960,270	42.3%
Capital	6,984,552	1,656,779	5,327,773	23.7%
Subsidies	2,424,862	2,206,931	217,931	91.0%
Other	<u>370,578</u>	<u>223,881</u>	<u>146,697</u>	<u>60.4%</u>
<b>Total Expenditures</b>	<b>26,011,717</b>	<b>14,653,524</b>	<b>11,358,193</b>	<b>56.3%</b>
Excess (deficiency) of revenues over expenditures	2,999,317	9,809,755	6,810,438	
<b>Other Financing Sources (Uses)</b>				
Transfers In	3,575,419	2,661,885	(913,534)	74.4%
Transfers Out	<u>(12,421,090)</u>	<u>(5,568,651)</u>	<u>6,852,439</u>	<u>44.8%</u>
<b>Total Other Financing Sources</b>	<b>(8,845,671)</b>	<b>(2,906,766)</b>	<b>5,938,905</b>	<b>32.9%</b>
Net Change in Fund Balance	(5,846,354)	6,902,989	12,749,343	
Fund Balance - beginning	<u>27,372,485</u>	<u>27,372,485</u>	<u>-</u>	
Fund Balance - ending	<u>\$ 21,526,131</u>	<u>\$ 34,275,474</u>	<u>\$ 12,749,343</u>	

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**March 31, 2014**

	Business-Type Activities - Enterprise Funds				Internal Service Fund
	Stormwater Utility	Lady's Island Airport	Hilton Head Airport	Totals	Garage
<b>ASSETS</b>					
Current Assets					
Cash and Cash Equivalents	\$ 3,383,994	\$ 250	\$ 200	\$ 3,384,444	\$ -
Receivables, Net	110,934	39,992	644,295	795,221	644,478
Inventories	92,511	64,223	-	156,734	-
Prepayments	-	-	531	531	-
Total Current Assets	3,587,439	104,465	645,026	4,336,930	644,478
Capital Assets					
Capital Assets	2,867,057	4,798,267	26,787,835	34,453,159	445,159
Accumulated Depreciation	(2,102,440)	(857,532)	(8,064,038)	(11,024,010)	(337,587)
	764,617	3,940,735	18,723,797	23,429,149	107,572
Total Assets	4,352,056	4,045,200	19,368,823	27,766,079	752,050
<b>LIABILITIES</b>					
Current Liabilities					
Accounts Payable	55,036	38,683	78,003	171,722	747,031
Accrued Payroll	41,818	3,013	24,019	68,850	-
Accrued Compensated Absences	7,067	573	3,300	10,940	-
Due to General Fund	-	359,513	1,107,252	1,466,765	-
Current Portion of Note from General Fund	-	-	66,886	66,886	-
Total Current Liabilities	103,921	401,782	1,279,460	1,785,163	747,031
Noncurrent Liabilities					
Accrued Compensated Absences	54,559	4,412	25,395	84,366	-
Net Other Postemployment Benefits Obligation	813,301	33,856	324,286	1,171,443	5,019
Note Payable to General Fund	-	-	1,400,332	1,400,332	-
Total Noncurrent Liabilities	867,860	38,268	1,750,013	2,656,141	5,019
Total Liabilities	971,781	440,050	3,029,473	4,441,304	752,050
<b>NET POSITION</b>					
Net Investment in capital assets	764,617	3,940,735	18,723,797	23,429,149	107,572
Unrestricted (Deficit)	2,615,658	(335,585)	(2,384,447)	(104,374)	(107,572)
Total Net Position	<u>\$ 3,380,275</u>	<u>\$ 3,605,150</u>	<u>\$ 16,339,350</u>	<u>\$ 23,324,775</u>	<u>\$ -</u>

**PRELIMINARY AND UNAUDITED**  
**BEAUFORT COUNTY, SOUTH CAROLINA**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
For the period ended March 31, 2014

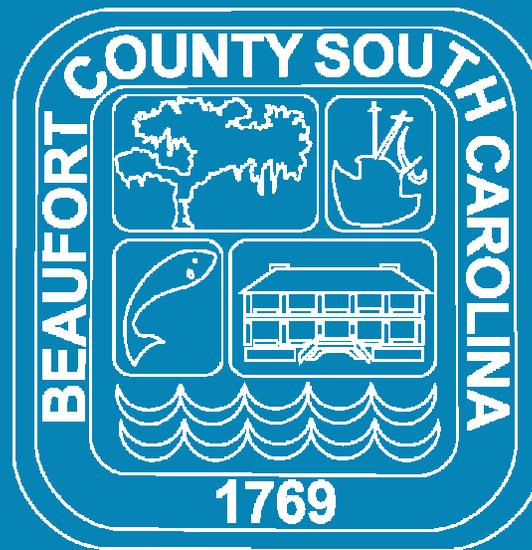
	Business-Type Activities - Enterprise Funds				Internal
	Stormwater Utility	Lady's Island Airport	Hilton Head Airport	Totals	Service Fund Garage
Operating Revenue					
Charges for Services	\$ 2,995,519	\$ 287,181	\$ 498,023	\$ 3,780,723	\$ 3,475,093
Miscellaneous	-	97,802	813,394	911,196	-
Operating Grant - TSA	-	-	87,680	87,680	-
	<u>2,995,519</u>	<u>384,983</u>	<u>1,399,097</u>	<u>4,779,599</u>	<u>3,475,093</u>
Operating Expenses					
Costs of Sales	-	224,024	-	224,024	-
Personnel	1,413,799	94,028	741,413	2,249,240	-
Purchased Services	402,525	92,090	411,635	906,250	1,559,072
Supplies	250,249	5,139	32,910	288,298	1,922,755
Capital	-	2,128	-	2,128	-
Depreciation	161,416	40,590	416,295	618,301	20,336
Total Operating Expenses	<u>2,227,989</u>	<u>457,999</u>	<u>1,602,253</u>	<u>4,288,241</u>	<u>3,502,163</u>
Operating Income (Loss)					
Non-Operating Revenues (Expenses)					
Capital Grants - Federal Aviation Administration	-	-	176,853	176,853	-
Non-Operating Grant Expenses	-	-	(162,065)	(162,065)	-
Gain (Loss) on Sale of Capital Assets	(29,915)	-	-	(29,915)	-
Interest Income	-	-	90,791	90,791	-
Interest Expense	-	-	(23,289)	(23,289)	-
Total Non-Operating Revenues (Expenses)	<u>(29,915)</u>	<u>-</u>	<u>82,290</u>	<u>52,375</u>	<u>-</u>
Change in Net Position	737,615	(73,016)	(120,866)	543,733	(27,070)
Net Position, Beginning	<u>2,642,660</u>	<u>3,678,166</u>	<u>16,460,216</u>	<u>22,781,042</u>	<u>27,070</u>
Net Position, Ending	<u>\$ 3,380,275</u>	<u>\$ 3,605,150</u>	<u>\$ 16,339,350</u>	<u>\$ 23,324,775</u>	<u>\$ -</u>

BEAUFORT COUNTY PROCUREMENT REPORT  
AS OF APRIL 25, 2014

PO#	Vendor Name	PO Date	AMOUNT	DEPARTMENT	DESCRIPTION OF SERVICES/PRODUCTS
20140883	MANSFIELD OIL C	02/20/2014	\$ 1,450,000.00	CENTRAL GARAGE	COUNTY FUEL CONTRACT
20141052	TALBERT & BRIGH	04/16/2014	\$ 207,454.50	HHI AIRPORT	RUNWAY OBSTRUCTION REMOVAL
20141008	BUTLER CHRYSLER	03/27/2014	\$ 160,426.00	SHERIFF	VEHICLES
20141017	BIBLIOTHECA ITG	03/28/2014	\$ 146,113.30	LIBRARY	ST. HELENA LIBRARY RFID
20140877	CAROLINA CLEANI	02/20/2014	\$ 129,079.08	FACILITIES MGMT	JANITORIAL SERVICES
20141014	BLANCHARD MACHI	03/28/2014	\$ 109,354.00	STORMWATER	HYDRAULIC EXCAVATOR
20140938	BIBLIOTHECA ITG	03/05/2014	\$ 95,711.00	LIBRARY	RFID MAINTENANCE SUPPORT
20140973	UNIVAR USA, INC	03/18/2014	\$ 63,993.60	MOSQUITO CONTROL	ANVIL XR INGOTS
20141045	THE GREENERY IN	04/16/2014	\$ 61,883.00	PLANNING	HWY 802 MEDIAN LANDSCAPING
20140861	VIC BAILEY FORD	02/12/2014	\$ 50,834.00	DSN	FORD E-350 PASSENGER VANS
20141082	VIC BAILEY FORD	04/24/2014	\$ 49,562.00	PALS	FORD ESCAPE VEHICLES
20140901	SOUTHEAST HELIC	02/25/2014	\$ 47,522.36	MOSQUITO CONTROL	FAA MANDATED ANNUAL INSPECTION
20141064	USCB	04/18/2014	\$ 45,000.00	STORMWATER	LAB SAMPLING AGREEMENT
20141032	PROPERTY PRESER	04/07/2014	\$ 39,296.00	PALS	BLUFFTON POOL RESURFACING
20141020	L-3 MOBILE-VISI	03/31/2014	\$ 38,117.60	SHERIFF	FLASHBACK DIGITAL VIDEO SYSTEMS
20141056	O.C.WELCH FORD	04/17/2014	\$ 36,986.00	SHERIFF	2014 FORD E-350 CUTAWAY
20140918	WESTERN SHELTER	02/27/2014	\$ 33,757.99	EMS	RMAT SUPPLIES AND EQUIPMENT
20141076	L-3 MOBILE-VISI	04/23/2014	\$ 33,352.90	SHERIFF	IN CAR VIDEO SYSTEMS
20141083	NWN CORPORATION	04/24/2014	\$ 33,027.91	MIS	SMARTNET
20141078	HEWLETT PACKARD	04/23/2014	\$ 31,150.14	EMERGENCY MGMT	SPILLMAN SERVERS
20141057	MUNIS-TYLER	04/17/2014	\$ 30,192.00	FINANCE	TYLER CASHIERING
20140862	TEMPLE, INC.	02/12/2014	\$ 27,175.22	TRAFFIC ENGINEERING	VARIOUS EQUIPMENT PURCHASES
20141007	LOVE CHEVROLET	03/27/2014	\$ 26,904.00	SHERIFF	STATE CONTRACT - VEHICLES
20140935	SOUTHEASTERN EM	03/05/2014	\$ 26,565.67	EMS	RMAT SUPPLIES AND EQUIPMENT
20140852	SOUTHERN IMAGIN	02/10/2014	\$ 26,124.60	TREASURER	PRINTING FOR TAX BILLS
20140884	J.K. TILLER ASS	02/20/2014	\$ 25,000.00	PLANNING	SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION
20140919	MCNAIR LAW FIRM	02/27/2014	\$ 25,000.00	COUNTY COUNCIL	LOBBYING SERVICES

Note: The above purchase orders have been entered into since the Beaufort County Procurement Ordinance was revised/passed on February 10, 2014. The above represents all Beaufort County purchase orders entered into that are \$25,000 or greater.

# Capital Projects Sales Tax Commission



April 28, 2014

# Meeting Schedule

**Monday, April 28**

**6:30 p.m.**

**Bluffton Library Branch  
120 Palmetto Way, Bluffton**

**Monday, May 12**

**6:30 p.m.**

**Whale Branch Early College High School  
169 Detour Road, Seabrook**

**Monday, May 19**

**6:30 p.m.**

**Town Council Chambers  
One Town Center Court, Hilton Head Island**



# Commission Timeline

- **Referendum language submitted to County Council no later than June 20, 2014**
- **Three readings required prior to placing referendum question on ballot**

# Commission Criteria

- Can the project be funded through other funding sources
- What will be the economic impact and or job creation potential
- Has a formal project estimate been provided
- Will the project have recurring costs

# Presentation Criteria

- All projects will be presented during open session
- All presentations must be emailed to [capitaltax@bcgov.net](mailto:capitaltax@bcgov.net) one week prior to presentation
- Visit [bcgov.net](http://bcgov.net) for more information for the Capital Projects Sales Tax Commission

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND SALE OF REAL ESTATE OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA.**

**WHEREAS**, Beaufort County and Town of Hilton Head, South Carolina, jointly own real property located on Beach City Road, which is more particularly know and described as R510-005-000-010B-0000; and

**WHEREAS**, Andre J. White and Jasmine B. White own the property as joint tenants with rights of survivorship, which is more particularly known and described as R510 005 000 010H 0000 00; and

**WHEREAS**, a paved driveway encumbers the property owned by the Town and Beaufort County access to the property owned by Andre White is over a paved driveway (“driveway”) which lies on the Town and County Property, but there is no formal easement allowing for access to the White Property over “driveway”; and

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

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

**NOW, THEREFORE**, Be it Ordained by Beaufort County Council that the County Administrator is hereby authorized to execute and sell a .075 acre portion of the property identified as TMP: R510-005-000-010B-0000 and illustrated in “Exhibit A” upon such terms and conditions as specified in “Exhibit B,” Purchase Agreement.

**DONE** this \_\_\_\_ day of April, 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

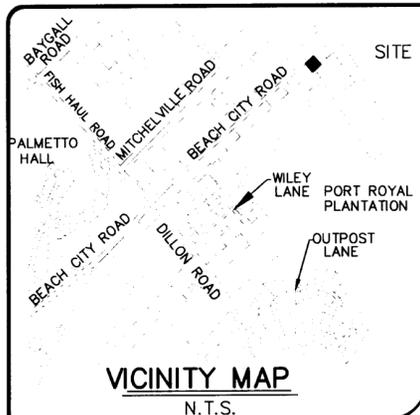
First Reading, By Title Only: March 24, 2014

Second Reading: April 14, 2014

Public Hearing:

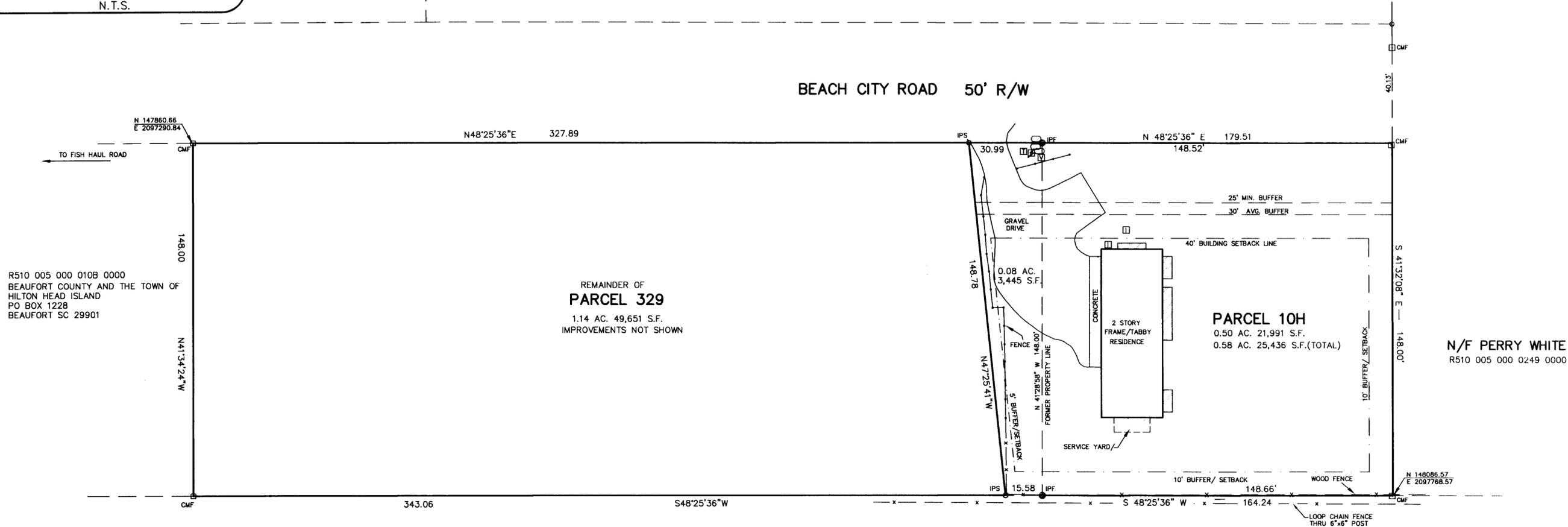
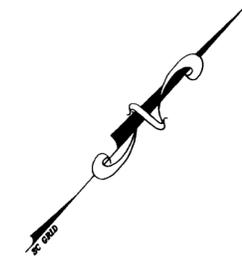
Third and Final Reading:

Exhibit A



R510 005 000 0242 0000  
 WSI II LLC  
 18 CIRCLEWOOD DR  
 HILTON HEAD ISLAND SC 29926

R510 005 000 0274 0000  
 WHITE JOHNNY O WILLIE MAE NIKOLA  
 118-77 129 ST  
 JAMAICA NY 11420



R510 005 000 010B 0000  
 BEAUFORT COUNTY AND THE TOWN OF  
 HILTON HEAD ISLAND  
 PO BOX 1228  
 BEAUFORT SC 29901

REMAINDER OF  
**PARCEL 329**  
 1.14 AC. 49,651 S.F.  
 IMPROVEMENTS NOT SHOWN

**PARCEL 10H**  
 0.50 AC. 21,991 S.F.  
 0.58 AC. 25,436 S.F.(TOTAL)

**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

This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:

<input type="checkbox"/> 16-1-106(1)	<input type="checkbox"/> 16-1-106(4)
<input type="checkbox"/> 16-1-106(2)	<input type="checkbox"/> 16-1-106(5)
<input type="checkbox"/> 16-1-106(3)	

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Disclaimer:**  
 The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of land is entirely separate from and independent of private restrictions. This approval in no way implies that the proposed development is in conformance with any restrictive covenants, private easements or deed restrictions.

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

**REFERENCE PLAT**  
 1) A SUBDIVISION PLAT OF PARCEL 10H, BEACH CITY ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, S.C.  
 DRAWN: 9/10/07  
 RECORDED IN BOOK 121, PAGE 171, DATED 9/18/07  
 ROD. BEAUFORT COUNTY, SC  
 BY: MARK R. RENEW S.C.R.L.S. # 25437

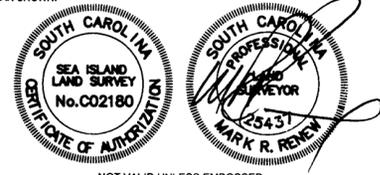
PROPERTY AREA PARCEL 329 = 1.14 AC. 49,651 S.F.  
 PROPERTY AREA PARCEL 10H = 0.58 AC. 25,436 S.F.  
 ADDRESS: # 282 BEACH CITY ROAD  
 DISTRICT: 510, MAP: 5, PARCELS: 10H & 329

THIS PROPERTY LIES IN F.E.M.A. ZONE C - NO MINIMUM ELEVATION COMMUNITY NO. 450250, PANEL: 0009D, DATED: 9/29/86

**NOTES:**  
 SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

- 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.
- 6). THIS PROPERTY LIES EITHER PARTIALLY OR WHOLLY WITHIN THE HILTON HEAD ISLAND AIRPORT OVERLAY DISTRICT AND IS SUBJECT TO NOISE THAT MAY BE OBJECTIONABLE.

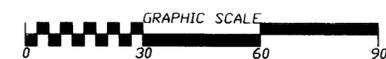
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED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



**BOUNDARY RECONFIGURATION SURVEY OF:  
 PARCELS 10H & 329, BEACH CITY ROAD,  
 HILTON HEAD ISLAND,  
 BEAUFORT COUNTY, SOUTH CAROLINA**

**PREPARED FOR: ANDRE J. WHITE, BEAUFORT COUNTY & THE TOWN OF HILTON HEAD ISLAND**

DATE: 2/27/14 SCALE: 1" = 30'



**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: 05608/12 DWG No.: 4-1747



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:

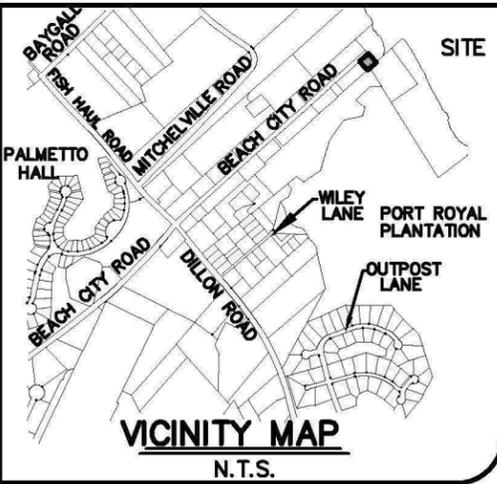
\_\_\_\_\_  
Andre J. White

WITNESSES:

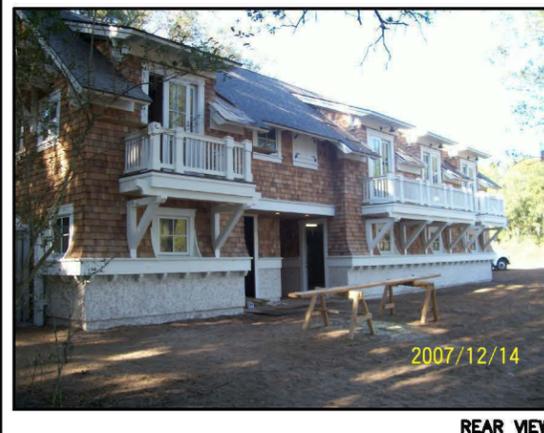
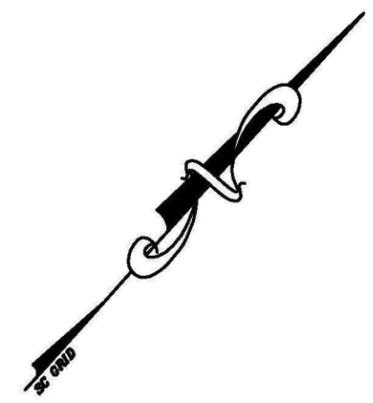
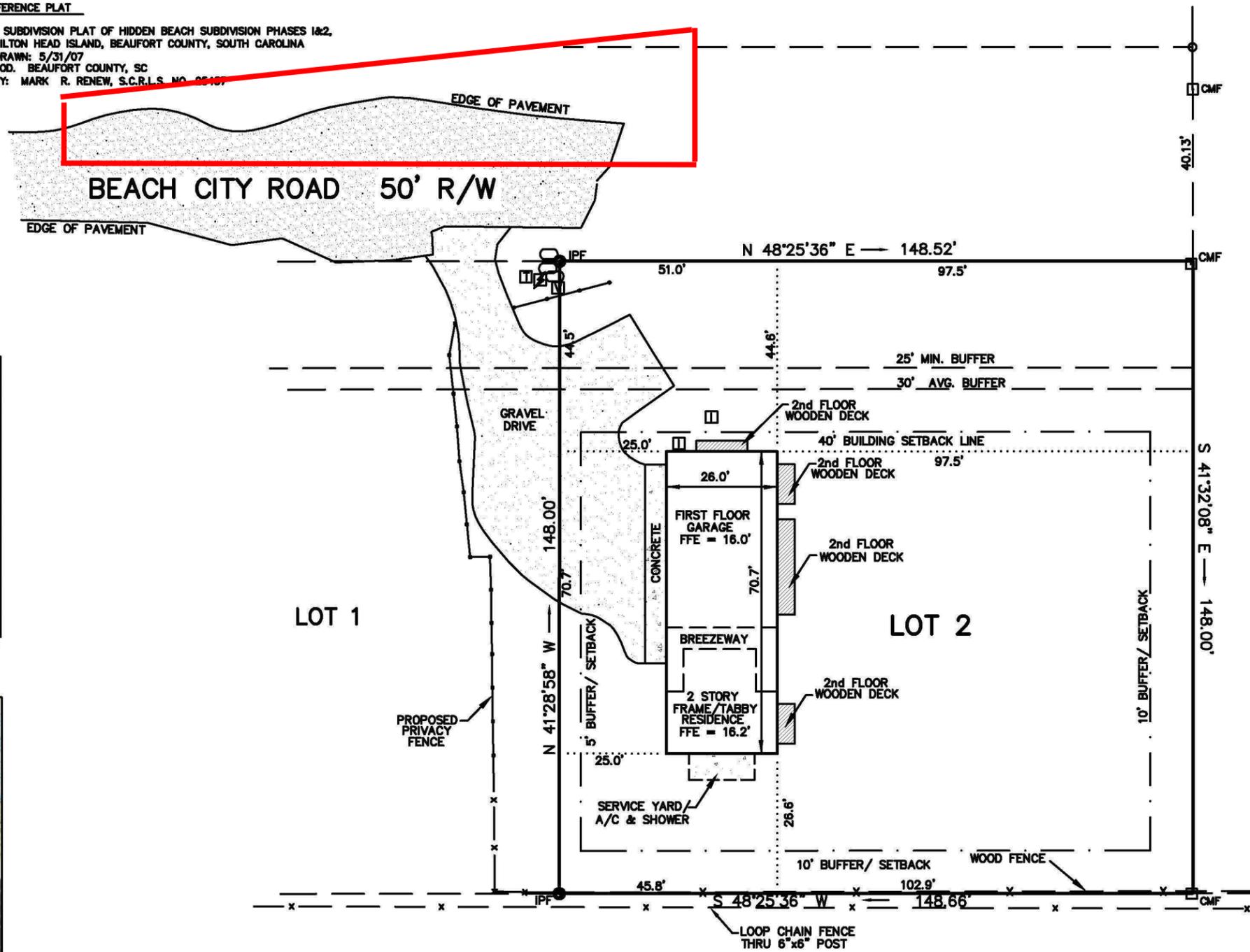
\_\_\_\_\_  
\_\_\_\_\_

PURCHSER:

\_\_\_\_\_  
Jasmine B. White



**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



**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.



NOT VALID UNLESS EMBOSSED.



**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: OR