

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

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

THOMAS J. KEAVENY, II
INTERIM COUNTY ADMINISTRATOR
COUNTY ATTORNEY

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

Monday, August 27, 2018

6:00 p.m.

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

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR SESSION
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Councilman Gerald Dawson
5. RECOGNITION / ADOPT-A-HIGHWAY VOLUNTEER GROUPS
A. Discussion / State Statute Update
6. ADMINISTRATIVE CONSENT AGENDA
A. Approval of Minutes
 1. July 23, 2018 Caucus ([backup](#))
 2. July 23, 2018 Regular Session ([backup](#))
B. Committee Reports (next meeting)
 1. Community Services (September 17, 2018 at 4:00 p.m., ECR)
 2. Executive (October 8, 2018 at 3:00 p.m., ECR)
 3. Finance (September 10, 2018 at 2:00 p.m., ECR)
 4. Governmental (September 4, 2018 at 4:00 p.m., ECR)
 - a. Minutes – August 6, 2018 ([backup](#))
 5. Natural Resources (September 17, 2018 at 2:00 p.m., ECR)
 6. Public Facilities (September 24, 2018 at 3:00 p.m., Bluffton Branch Library)
C. Boards and Commissions ([backup](#))
7. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting



8. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM AUGUST 27, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION
 - A. A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000 (REFERENCE ITEM 10F) ([backup](#))
 1. Consideration of adoption on August 27, 2018
 2. Issue to be discussed at Finance Committee on Monday, August 27, 2018 beginning at 1:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 - B. CONTRACT AWARD / CONSTRUCTION OF FACTORY CREEK (WHITEHALL) BOAT RAMP IMPROVEMENTS PROJECT ([backup](#))
 1. Contract award: O'Quinn Marine Construction, Beaufort, South Carolina
 2. Amount: \$1,394,420
 3. Funding: Hospitality Tax Fund
 4. Public Facilities Committee discussion on Monday, August 27, 2018 beginning at 1:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 - C. BEAUFORT COUNTY AIRPORT (LADY'S ISLAND) WETLANDS MITIGATION INVOICE ([backup](#))
 1. Consideration of approval on August 27, 2018
 2. Amount: \$473,000
 3. Funding: 90% via FAA AIP Program (future grant), 5% through SC Aeronautics Commission (future grant), and 5% via Beaufort County airport revenues
 4. Airports Board discussed and recommended approval on August 16, 2018 / Vote 7:0
 5. Issue to be discussed at Finance Committee on Monday, August 27, 2018 beginning at 1:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 - D. A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$5,300,000 OF GENERAL OBLIGATION BONDS OF FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO ([backup](#))
 1. Consideration of adoption on August 27, 2018
 2. Issue to be discussed at Finance Committee on Monday, August 27, 2018 beginning at 1:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

E. AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$5,300,000, SUBJECT TO A SUCCESSFUL REFERENDUM IN THIS DISTRICT; AND OTHER MATTERS RELATING THERETO (backup)

1. Consideration of first reading on August 27, 2018
2. Issue to be discussed at Finance Committee on Monday, August 27, 2018 beginning at 1:00 p.m. in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

9. CONSENT AGENDA

A. CONTRACT AWARD FOR SMARTNET RENEWAL – CISCO SOFTWARE TO SUPPORT VOICE OVER INTERNET PROTOCAOL (VOIP) PHONE SYSTEM FOR INFORMATION TECHNOLOGY DIVISION VIA STATE CONTRACT PRICING TO NWN CORPORATION, GREENVILLE, SOUTH CAROLINA (backup)

1. Contract award: NWN Corporation, Greenville, South Carolina
2. Amount: \$167,809.03
3. Funding: Account 10001150-51110, Information Technology System Management Department, and Maintenance Contracts
4. Public Facilities Committee discussed and recommended June 11, 2018 / Vote 7:0

B. AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE *CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED*, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY; TO PROVIDE FOR A WRITTEN AGREEMENT BY BEAUFORT COUNTY WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (JASPER OCEAN TERMINAL) (ordinance) (agreement)

1. Consideration of second reading, with backup material, on August 27, 2018
2. First reading approval occurred, without backup material, July 23, 2018 / Vote 10:0
3. Finance Committee discussed and recommended first reading approval on July 23, 2018 / Vote 6:0

- C. AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO CLARIFY THE “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND ([backup](#))
1. Consideration of second reading on August 27, 2018
 2. Public hearing – Monday, September 10, 2018 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 5:0
 4. First reading approval, by title only, occurred July 23, 2018 / Vote 10:0
- D. AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO PROVIDE THAT APPOINTMENTS OF BOARD MEMBERS SHALL BE BY THE GOVERNOR ([backup](#))
1. Consideration of first reading on August 27, 2018
 2. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 5:0
- E. FISCAL YEAR 2019 COMMUNITY SERVICES GRANT RECOMMENDATIONS FROM THE BEAUFORT COUNTY HUMAN SERVICES ALLIANCE TO LOCAL NON-PROFIT AGENCIES IN THE CUMULATIVE AMOUNT OF \$398,000 (ACCESSHEALTH LOWCOUNTRY - \$19,500; BEAUFORT COUNTY COMMUNITY RELATIONS COUNCIL - \$5,000; BEAUFORT COUNTY EARLY CHILDHOOD COALITION - \$25,000; BEAUFORT JASPER ECONOMIC OPPORTUNITY COMMISSION - \$5,000; BLUFFTON JASPER VOLUNTEERS IN MEDICINE - \$20,000; BLUFFTON SELF-HELP - \$20,000; BORN TO READ - \$2,000; CHILD ABUSE PREVENTION ASSOCIATION - \$22,000; COMMUNITY SERVICES ORGANIZATION - \$12,000; FAMILY PROMISE - \$7,500; GOOD NEIGHBOR FREE MEDICAL CLINIC - \$20,000; HELP OF BEAUFORT - \$15,000; HOPEFUL HORIZONS - \$37,000; LOWCOUNTRY AFFORDABLE HOUSING COALITION - \$7,000; LOWCOUNTRY FOOD BANK - \$5,000; LOWCOUNTRY HABITAT FOR HUMANITY - \$10,000; LOWCOUNTRY LEGAL VOLUNTEERS - \$25,000; MEMORY MATTERS - \$5,000; NEIGHBORHOOD OUTREACH CONNECTION - \$24,500; RONALD MCDONALD MOBILE CARE UNIT - \$19,000; SECOND HELPINGS - \$12,000; THE LITERACY CENTER - \$15,500; UNITED WAY OF THE LOWCOUNTRY - \$25,000; VOLUNTEERS IN MEDICINE - HILTON HEAD ISLAND - \$15,000; T4BC ADMINISTRATION - \$10,000; ALLIANCE MATCH FUNDING - \$15,000) ([backup](#))
1. Consideration of approval on August 27, 2018
 2. Community Services Committee discussed and recommended grant awards on August 20, 2018 / Vote 5:0

- F. CONTRACT AWARD FOR TRANSPORTATION SERVICES FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT TO THE LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY DBA PALMETTO BREEZE TRANSIT FOR TWO ROUTES IN NORTHERN BEAUFORT COUNTY ([backup](#))
1. Contract award: Lowcountry Regional Transportation Authority DBA Palmetto Breeze Transit
 2. Amount: \$150,000
 3. Funding: Account #24420011-51230, Disabilities and Special Needs Adult Services - Transportation
 4. Community Services discussed and recommended August 20, 2018 / Vote 5:0
- G. CONTRACT AWARD FOR TRANSPORTATION SERVICES FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT OF LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY DBA PALMETTO BREEZE TRANSIT FOR TWO ROUTES IN SOUTHERN BEAUFORT COUNTY ([backup](#))
1. Contract award: Lowcountry Regional Transportation Authority DBA Palmetto Breeze Transit
 2. Amount: \$125,000
 3. Funding: Account #24420011-51230, Disabilities and Special Needs Adult Services - Transportation
 4. Community Services discussed and recommended August 20, 2018 / Vote 5:0
- H. AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10 ([backup](#))
1. Consideration of second reading on August 27, 2018
 2. Public hearing – Monday, September 10, 2018 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. First reading approval occurred July 23, 2018 / Vote 10:0
 4. Finance Committee discussed and recommended first reading approval on July 23, 2018 / Vote 6:0

- I. TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G, DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE ISLAND PLAN ([backup](#))
 1. Consideration of first reading on August 27, 2018
 2. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 6:0

10. PUBLIC HEARINGS – 6:30 P.M.

- A. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY BEAUFORT, SOUTH CAROLINA, AND SEABROOK SOLAR, LLC ([ordinance](#)) ([agreement](#))
 1. Consideration of third and final reading on August 27, 2018
 2. Second reading approval occurred July 23, 2018 / Vote 10:0
 3. Public hearing one of two held July 23, 2018
 4. First reading approval occurred June 11, 2018 / Vote 10:0
 5. Finance Committee discussed June 4, 2018

- B. AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MCCLELLAN, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); (2) CERTAIN SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO THE PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO (PROJECT MCCLELLAN AKA SEABROOK SOLAR, LLC) ([ordinance](#)) ([agreement](#))
 1. Consideration of third and final reading on August 27, 2018
 2. Second reading approval occurred July 23, 2018 / Vote 10:0
 3. First reading approval occurred June 11, 2018 / Vote 10:0
 4. Finance Committee discussed June 4, 2018

- C. AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”) SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN BEAUFORT COUNTY AND TO INCLUDE THE BELOW REFERENCED PROPERTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO (PROJECT MCCLELLAN AKA SEABROOK SOLAR, LLC) ([ordinance](#)) ([agreement](#))
1. Consideration of third and final reading on August 27, 2018
 2. Second reading approval occurred July 23, 2018 / Vote 10:0
 3. First reading approval occurred June 11, 2018 / Vote 10:0
 4. Finance Committee discussed June 4, 2018
- D. MAP AMENDMENT TO THE BEAUFORT COUNTY COMPREHENSIVE PLAN, CHAPTER 4: FUTURE LAND USE MAP 4-9 TO: REMOVE THE HAMLET PLACE TYPE ON THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE BRIDGE TO HILTON HEAD ISLAND ([backup](#))
1. Consideration of third and final reading on August 27, 2018
 2. Second reading approval occurred July 23, 2018 / Vote 10:0
 3. First reading approval occurred June 25, 2018 / Vote 8:0
 4. Natural Resources Committee discussed and recommended first reading approval on June 18, 2018 / Vote 5:0
 5. Planning Commission discussed and recommended approval of text amendment on June 4, 2018 / Vote 9:0
- E. MAP AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE, PREAMBLE, DIVISION P.20, PAGES P10 AND P-11 TO REMOVE THE HAMLET PLACE TYPE FROM THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE BRIDGE TO HILTON HEAD ISLAND ([backup](#))
1. Consideration of third and final reading on August 27, 2018
 2. Second reading approval occurred July 23, 2018 / Vote 10:0
 3. First reading approval occurred June 25, 2018 / Vote 8:0
 4. Natural Resources Committee discussed and recommended first reading approval on June 18, 2018 / Vote 5:0
 5. Planning Commission discussed and recommended approval of text amendment on June 4, 2018 / Vote 9:0
- F. ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000 (REFERENCE ITEM 8A) ([backup](#))
1. Public Hearing only

11. MATTERS ARISING OUT OF EXECUTIVE SESSION
12. PUBLIC COMMENT – Speaker sign-up encouraged
13. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
July 23, 2018

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

A caucus of the County Council of Beaufort County was held Monday, July 23, 2018 beginning at 5:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

CALL FOR EXECUTIVE SESSION

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

EXECUTIVE SESSION

ADJOURNMENT

Council adjourned at 6:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

ATTEST:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

Ratified:

Official Proceedings
County Council of Beaufort County
July 23, 2018

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

The regular session of the County Council of Beaufort County was held Monday, July 23, 2018 beginning at 6:00 p.m. in the Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

INVOCATION

Council member Stewart Rodman gave the Invocation.

MOMENT OF SILENCE

The Chairman called for a moment of silence in remembrance of Henry C. Chambers, former Mayor of City of Beaufort, who died July 14, 2018. He was 89 years old. He served Beaufort for 20 years, making significant impacts in the city. The Henry C. Chambers Waterfront Park is named in his honor.

RECOGNITION / ADOPT-A-HIGHWAY VOLUNTEER GROUPS

Chairman Paul Sommerville recognized the following Adopt-A-Highway/Boat Landing groups – Harbor Island Owners Association and Wallace Community -- and thanked them for their vigilant efforts in making Beaufort County a cleaner, safer and more beautiful place to live, work and visit.

ADMINISTRATIVE CONSENT AGENDA

Review of the Proceedings of the Special Session held July 2, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mrs. Howard, seconded by Mr. Glover, that Council approve the minutes of the special session held July 2, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Sommerville, and Mr. Vaux. ABSENT – Mr. Fobes. ABSTAIN – Mr. Rodman and Mr. Stewart. The motion passed.

Review of the Proceedings of the Caucus held June 25, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve the minutes of the caucus held June 25, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

Review of the Proceedings of the Regular Session held June 25, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve the minutes of the regular session held June 25, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

Review of the Proceedings of the Caucus held June 11, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the caucus held June 11, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. ABSTAIN – Mr. Dawson. The motion passed.

Review of the Proceedings of the Regular Session held June 11, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the regular session held June 11, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. ABSTAIN – Mr. Dawson. The motion passed.

Review of the Proceedings of the Caucus held May 29, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve the minutes of the caucus held May 29, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

Review of the Proceedings of the Regular Session held May 29, 2018

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve the minutes of the regular session held May 29, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

Committee Reports

Community Services Committee

Community Services Chairman Alice Howard informed Council of an upcoming joint meeting of the Community Services and Natural Resources Committees to discuss housing needs and priorities.

PUBLIC COMMENT

Mr. Paul Burtare, a member of the Lady’s Island Business Professional Association (LIBPA) and the Lady’s Island Community Preservation Committee, stated there is a potential opportunity before the Beaufort County Open Land Trust and County Council to purchase ten acres (about half the size of the tract) of Whitehall Plantation on Lady’s Island for use as a public park. Please consider this opportunity, have discussions and allow public input.

Mr. William Smith, a St. Helena Island resident, spoke to Council regarding the process of hiring of the County Administrator. While it was great that the Beaufort Regional Chamber of Commerce had an open interview process, they only asked two questions. The community wanted a forum where additional questions could be asked. The County did not provide such platform. Secondly, on St. Helena Island, the Earnest Drive Mine has been closed. There are other mines coming into the area. The community does not want mining. St. Helena Island ditches are flooded.

OLD BUSINESS / DISCUSSION OF COUNTY ADMINISTRATOR

Chairman Paul Sommerville stated Council has been in the process of selecting a County Administrator for a year. There have been two separate rounds of searches and have interviewed eight to nine individuals. On July 18, 2018, the County held two public forums for two candidates from the most recent round of the search process: Alan M. Ours and William P. Shanahan, Jr.

Mr. Flewelling stated in response to Mr. Smith's comments regarding the public forums process, both individuals were asked the same question. Having a one-on-one discussion would have produced a better response. However, both candidates had available time to speak with the public after the forums.

Mr. Rodman stated now that Council has gone through the second search process and are down to two candidates from that search process, it seems we are now at the point where Council should come forward with the positives and negatives of these two candidates.

Mr. Covert stated it unsettling that Council is being asked to vote on this without previous conversation. He was unable to attend the morning forum on July 18, 2018, but, did attend the evening session. The attendance in the morning session was better. It was interesting to see how these gentlemen interacted with the public and County staff.

Main motion #1 (appointment of Alan M. Ours): It was moved by Mr. Covert, seconded by Mr. Flewelling, that Council extend an offer to Mr. Alan M. Ours for appointment as Beaufort County Administrator.

Mr. Flewelling stated he hoped to discuss the positives and negatives of the candidates in executive session. Mr. Ours is the candidate best suited for Beaufort County, someone we all could get along with, and further the business of Beaufort County. Specifically, his interest in economic development and environmental issues. Mr. Flewelling stated that he was comfortable in voting today, but did not want it perceived as a negative vote for Mr. Shanahan; who has a lot of excellent qualities that would make him suitable for Beaufort County.

Mr. Sommerville said we have been at this for a better part of a year through two searches. We have seen a lot of resumés, to include that of Mr. Josh Gruber, our internal candidate. During the second search process, Council members were insistent on having a hand in writing the job description and one of the education requirements is a Bachelor's Degree in Public Administration, Public Policy, Business or related field and a Master's Degree in Public Business Administration

from an accredited college. Mr. Ours does not have a Master's Degree which was a requirement set forth for the position. Many administrators, nationwide, who only held a Bachelor's Degree, probably did not apply due to this requirement set forth by Council. He is reluctant to lower the bar. If we were going to lower the bar, when we put the request for applications, we should not have put in the requirement of the Master's Degree. Mr. Ours does not meet the minimum requirements. From the very beginning, Mr. Gruber has been a candidate who meets all of the minimum requirements. Therefore, why would we hire someone who does not meet the requirements versus someone internally who does meet the requirements?

Mr. Covert stated that this exact situation was broached during a workshop with Human Resource lawyers at the recent NACo Conference. Based on federal hiring statutes, the federal government uses education and/or experience in hiring practices. If the federal government is using that practice of hiring, it does present an issue. Due to the absence of Mr. Fobes, he withdrew his motion.

Mr. Covert, as maker of motion #1, and Mr. Flewelling, as seconder, withdrew the motion.

Mr. Caporale said Mr. Fobes will be in attendance at the August meeting of Council.

Mr. Flewelling would like the opportunity to discuss the pluses and minuses of the candidates in executive session. We want to be unanimous in this decision.

Mr. Rodman feels the process could be handled in open session, which he believes Council, as a whole, agreed upon. We should not discuss the negatives, but could discuss the positives.

Main motion #2 (appointment of Alan M. Ours): It was moved by Mr. Rodman, seconded by Mrs. Howard, that Council extend an offer to Mr. Alan M. Ours, for appointment as Beaufort County Administrator.

Mr. Flewelling said he does not see the federal guidelines referenced by Mr. Covert, but there are other references to a 2:1 ratio of work experience to education. Mr. Ours' work experience more than qualifies for the equivalent of a Master's Degree.

Mr. Rodman said the education piece is tough, but is not overly concerned due Mr. Ours' level of experience. Having a requirement does, however, cut off other applicants who could have applied.

Mr. Dawson said we did not get a lot of applicants with a Master's Degree. When we went through the first search and came up with the three final candidates, Council was not satisfied, stopped that search and then started a second search. The consultant brought forth candidates, Council went through the process, and selected the final two candidates. Out of those two candidates, it was Mr. Ours, who explained his expectation for the future of Beaufort County. He is satisfied to put his support behind Mr. Ours.

Mr. Sommerville said when we met with the consultant for the second search, Mr. Fobes raised the question regarding the quality of the candidates brought forward, which was not particularly strong.

Mr. Stewart said he is amazed at the inconsistency. When Council discussed setting the qualifications, he brought forward the idea of not making the qualification requirement strict and onerous due to qualifications. Degrees are not everything. At that time, he suggested to not require a Master's Degree, but the suggestion was defeated by Council. Now we have a candidate without that qualification, and we are willing to give in and waive that requirement.

Mr. Caporale said that the people speaking on Mr. Ours' behalf, has found someone they like and want to support. The Master's Degree does not matter. He is one of the people responsible for hiring Mr. Herman Gather to serve as Superintendent of the Beaufort County School District. Mr. Gather did not have a PhD, Doctorate, nor was he a certified superintendent. He did, however, begin the process of turning the School District around. Previous Superintendents had the qualifications, but, we had a failing School District. He is supportive of Mr. Ours.

Vote on the main motion #2 (appointment of Mr. Alan M. Ours): YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson and Mr. Flewelling. NAYS - Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSTAIN – Mr. Glover. ABSENT – Mr. Fobes. The motion failed.

Main motion #3 (appointment of Mr. William P. Shanahan, Jr.): It was moved by Mr. Rodman, seconded by Mrs. Howard, that Council extend an offer to Mr. William P. Shanahan, Jr., for appointment as Beaufort County Administrator.

Mr. Flewelling said Council's rules and procedures require six votes on fiscal matters. It would be better to hold an executive session and then move this item forward to the August meeting of Council.

Vote on the main motion #3 (appointment of Mr. William P. Shanahan, Jr.): YEAS – Mr. Caporale. NAYS - Mr. Covert, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSTAIN – Mr. Dawson, Mr. Flewelling and Mr. Glover. ABSENT – Mr. Fobes. The motion failed.

Mr. Rodman mentioned that Mr. Gruber is still a candidate. Also, we could resume this process in January 2019 when there are new members of Council.

Mr. Flewelling feels calling these questions today are premature, given Mr. Fobes' absence and would like this item to be discussed at the next Council meeting.

Mr. Stewart said he understands the comments regarding Mr. Fobes' absence, however, he, came back early from vacation in order to this meeting because of its importance. We have all known this issue was to come up for a vote tonight. He may not be here for the August meeting of Council. It would be ridiculous of this Council to postpone or go into a deadlock.

Main motion #4 (appointment of Mr. Joshua Gruber): It was moved by Mr. Stewart, seconded by Mr. Vaux, that Council extend an offer to Mr. Joshua Gruber for appointment as Beaufort County Administrator.

Mr. Covert said you can offer a job to anyone; but, to call for this is inappropriate, unseemly and inapplicable to what we have been doing and disproportionate to what this Council has been challenged with. Mr. Gruber has taken a job. We have made clear there are two candidates.

Mr. Vaux said he is not seeking reelection; but, he is not leaving the County. He wants to make sure the County is in good hands. He said his constituents and many other constituents have made it clear who they want as the next County Administrator. He read the names of constituents and entities. We do not need a major change like we did when Mr. Kubic was hired.

Mr. Flewelling said consideration of this motion is inappropriate and illegal. We are required by state statute to identify two finalists, therefore, how can we now have a discussion and motion of a third person? How would that conceivably be legal?

Mr. Keaveny said the FOIA law does not require Council to identify the candidates. It requires us to identify candidates if asked by a FOIA request. We have not been asked. We chose to identify our finalists.

Mr. Flewelling said the two finalists were announced. To now say there may have been a third unannounced candidate is unethical and actionable.

Mr. Keaveny said Council did not have an affirmative duty to identify the candidates under the law. Under the Parliamentary Rules of Procedure there is no limitation on the ability to nominate candidates for a position. With regard to any illegal claims (in consulting with Beaufort County's employment lawyer), it was said that it would not be illegal, inappropriate or subject the County to viable claim.

Mr. Sommerville said Mr. Gruber has been here eight years, has learned and managed the entire system, and has brought us through two hurricanes. The accomplishments and institutional knowledge he has is vast. For us to allow him to walk out the door, is a disservice to Beaufort County. Beaufort County needs good leadership and continuity. To hire someone, who we will have to train, while we watch Mr. Gruber walk out the door is baffling. No one has provided negative comments about Mr. Gruber. He will vote for him. If we do not end up with him as our County Administrator, it will be a detriment to the County.

Mr. Rodman said when we went through the first search and did not reach a consensus, we decided to continue the search with a new consultant. That ended up with a fairly weak pool of candidates, in comparison to that of the first round. He has always believed Mr. Gruber to be a candidate. When this issue was debated months ago, there was a motion regarding whether Mr. Gruber was qualified; which passed 6:3. We have bent over backwards to go through this a second time and it did not yield a good candidate. We should choose Mr. Gruber. He respects Mr. Kubic, former County Administrator, who recommended Mr. Gruber. Secondly, we had a large percentage of the

community that came forward and spoke on his behalf. Anyone else coming in at this point in time, would have a difficult time coming up to speed. Mr. Gruber is the right person to continue leading this community.

Mr. Caporale said a lot of folks are stating their opinions as if they are facts which cannot be validated by any method. These comments are highly subjective and emotional decisions. Those who did not support Mr. Gruber, never changed their opinion. The lobbying went on all last year with the same 6:5 vote. We had good applicants the first go around and the second go around.

Mr. Stewart said what we are doing today is no more inappropriate than what was done in the previous go around. Council had three candidates, voted, threw out the process, and then started over again. If we do not resolve this tonight, we are starting over again.

Mrs. Howard said she does not disagree that it is not subjective. She is good at listening to people. She has listened to the public speak highly of Mr. Gruber. It is not lobbying. It is how he deals with the public and other public officials. She is a Mr. Gruber supporter.

Mr. Covert said we were told in the previous process that we had to announce the list of finalists. We were told we had to provide the names of the top 3 or 4 candidates.

Mr. Rodman said if we go back to when we voted, Mr. Gruber was qualified. Immediately preceding that we spoke in executive session about qualifications and whether Mr. Gruber needed to reapply, but that was never decided. He believes Mr. Gruber is still a candidate.

Vote on the main motion #4 (appointment of Mr. Joshua Gruber): YEAS – Mrs. Howard, Mr. Rodman, Mr. Stewart, Mr. Sommerville and Mr. Vaux. NAYS - Mr. Caporale, Mr. Covert, Mr. Dawson and Mr. Flewelling. ABSTAIN – Mr. Glover. ABSENT – Mr. Fobes. The motion passed.

Mr. Keaveny, Interim County Administrator, introduced Helen T. McFadden, JD, who has served the Democratic National Committee and the Democratic National Convention as parliamentarian since 1998. She is a Professional Registered Parliamentarian with the National Association of Parliamentarians and a member of the American College of Parliamentary Lawyers and the American Institute of Parliamentarians.

Ms. McFadden stated in accordance with *Robert's Rules of Order*, in a 5:4 vote with one abstention, the abstention helps the prevailing side. It is as if that person had voted, because they took themselves out. Therefore, you have a 5:4 vote in favor of the motion.

Mr. Glover commented that the Chairman stated it would take six votes to pass, but Ms. McFadden says five votes. Which is correct?

Mr. Sommerville said yes, if all members vote; but, since there was an abstention, only five votes were needed.

Mr. Caporale said if the abstention goes to the prevailing side, then Mr. Glover has the power to ask for a reconsideration of the motion.

Ms. McFadden said “no,” only a member who voted on the prevailing side, could ask for reconsideration.

CALL FOR EXECUTIVE SESSION #1

It was moved by Mr. Vaux, seconded by Mr. Covert, that Council go immediately into executive session for the purpose of discussing the County Administrator position. The vote - YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Rodman, Mr. Vaux. NAYS – Mrs. Howard, Mr. Sommerville and Mr. Stewart. ABSENT – Mr. Fobes. The motion passed.

Council went into executive session for purposes of discussing the County Administrator position.

RECONVENE OF REGULAR SESSION

Motion to reconsider motion #4 (appointment of Mr. Joshua Gruber): It was moved by Mr. Vaux, seconded by Mr. Flewelling, that Council approve a motion for reconsideration of Motion 4 - to extend an offer to Mr. Joshua Gruber for appointment as Beaufort County Administrator. The vote - YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Rodman, and Mr. Vaux. NAYS – Mrs. Howard, Mr. Sommerville and Mr. Stewart. ABSENT – Mr. Fobes. The motion passed.

Reconsideration of motion #4 (appointment of Mr. Josh Gruber): It was moved by Mr. Rodman, no second required, that Council extend an offer to Mr. Joshua Gruber for appointment as Beaufort County Administrator. The vote: YEAS – Mrs. Howard, Mr. Rodman, Mr. Stewart, Mr. Sommerville and Mr. Vaux. NAYS - Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, and Mr. Glover. ABSENT – Mr. Fobes. The motion failed.

Motion to reconsider motion #2 (appointment of Mr. Alan M. Ours): It was moved by Mr. Vaux, seconded by Mr. Flewelling, that Council approve a motion for reconsideration of Motion 2 – to extend an offer to Mr. Alan M. Ours, for appointment as Beaufort County Administrator. The vote - YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, and Mr. Vaux. NAYS – Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT – Mr. Fobes. The motion passed.

Reconsideration of motion #2 (appointment of Mr. Alan Mr. Ours): It was moved by Mr. Vaux, no second required, that Council extend an offer to Mr. Alan M. Ours for appointment as Beaufort County Administrator. The vote - YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Stewart, and Mr. Vaux. NAYS – Mrs. Howard, Mr. Rodman and Mr. Sommerville. ABSENT – Mr. Fobes. The motion passed.

Mr. Rodman suggested Council address the salary issue of Mr. Ours’s contract.

Mr. Caporale suggested Council use the same committee process, with the same members, to negotiate the terms of the contract.

Mr. Dawson said the contract should be discussed in executive session, then reported in open session.

CALL FOR EXECUTIVE SESSION #2

It was moved by Mr. Rodman, seconded by Mrs. Howard, that Council go immediately into executive session for purposes of discussion of contract negotiations. The vote - YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Stewart, Mr. Sommerville and Mr. Vaux. ABSTAIN – Mr. Glover. ABSENT – Mr. Fobes. The motion passed.

Council went into executive session for purposes of contract negotiations.

RECONVENE OF REGULAR SESSION

NEW BUSINESS / AN ORDINANCE AMENDING THE EXISTING “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND CLARIFYING RESTRICTIONS ON THE USE OF FUNDS RECEIVED FROM THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY PROGRAM

It was moved by Mr. Stewart, seconded by Mrs. Howard, that Council approve on first reading an ordinance amending the existing “no benefit” policy pursuant to a request of the South Carolina State Housing Trust Fund clarifying restrictions on the use of funds received from the South Carolina State Housing Finance and Development Authority Program. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM JULY 23, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION

ENGINEERING AND CONSULTING SERVICES FOR LOWCOUNTRY REGIONAL STORMWATER ORDINANCE AND DESIGN MANUAL

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council award a contract to The Center for Watershed Protection for consulting services for Stormwater Management in an amount not to exceed \$179,554. This would be a cost share arrangement among participating jurisdictions based on population, with Beaufort County’s portion being \$105,302. Funding would come from Account 50250013-51160. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

CONSULTANT WORK AUTHORIZATION FOR HILTON HEAD ISLAND AIRPORT

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve Talbert, Bright and Ellington of Charlotte, North Carolina Work Authorization 1802 for immediate needs package and terminal alternatives analysis for the Hilton Head Island Airport in the amount of \$113,750. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

CONSULTANT SERVICES TO UPDATE BEAUFORT COUNTY IMPACT FEES AND TO STUDY A POTENTIAL NEW SCHOOL DISTRICT CONSTRUCTION IMPACT FEE

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council award a contract to TischlerBise, Inc. for the Impact Fee Study Update with Beaufort County paying \$133,680 from the Reserve Fund, subject to providing a 60-day option for the Beaufort County School District to agree to pay the remaining \$95,170 for their portion of the study. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

RECYCLABLES COLLECTION AND PROCESSING FOR BEAUFORT COUNTY

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council award a contract to Waste Management of South Carolina, Ridgeland, South Carolina in the amount of \$640,000 (estimated based on average number of container pulls, which will vary) for recyclables collection and processing. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

AMENDMENT TO THE AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) AND BEAUFORT COUNTY FOR THE PLANNING AND IMPLEMENTATION OF THE U.S. HIGHWAY 278 CORRIDOR IMPROVEMENTS IN BEAUFORT COUNTY

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve the amendment to the agreement between the South Carolina Department of Transportation and Beaufort County for the planning and implementation of the US 278 Corridor Improvements in Beaufort County. The project cost is \$6,034,374.29. SCDOT will contribute \$1,991,343.52 of the Federal Bridge Interstate / NHS Funds as initially approved by SCDOT Commission. The Lowcountry Area Transportation will contribute \$2,000,000 of Federal Guideshare Study Funds as approved by LATS. Beaufort County will contribute \$2,043,030.77. This funding will be provided by Southern Beaufort County Road Impact Fees. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

MCIP AGREEMENT WITH JASPER COUNTY REGARDING THE FUTURE PORT PROPERTY (JASPER OCEAN TERMINAL)

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve on first reading (without backup material) an ordinance to establish, pursuant to section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, a Multi-County Industrial/Business Park, in conjunction with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County; to provide for a written agreement by Beaufort County with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County as to the sharing of the revenues and expenses of the park; to provide for the distribution of revenues from the park among taxing entities having jurisdiction over the park; to provide for a fee in lieu of ad valorem taxation; and other matters related thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve on first reading an ordinance authorizing and providing for the issuance and sale of limited general obligation bonds (Bluffton Township Fire District), Series 2018B or such other appropriate series designation of Beaufort County, South Carolina in the principal amount of not to exceed \$6,000,000; fixing the form and details of the bonds; authorizing the Interim County Administrator or his/her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and disposition of the proceeds thereof and other matters relating thereto; and repealing Ordinance 2018/10. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

CONSIDERATION OF A RESOLUTION SUPPORTING PLANS TO BUILD A NATIONAL INTERPRETATIVE CENTER ON RECONSTRUCTION HISTORY AND TO WORK WITH ALL PARTNERS TOWARD THE SUCCESS ON SUCH IMPLEMENTATION

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council adopt a resolution supporting plans to build a national interpretive center on reconstruction history and to work with all parties toward the success of such implementation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

CONSENT AGENDA

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MCCLELLAN, ACTING FOR ITSELF, ON OR MORE AFFILIATES AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT OF CERTAIN FACILITIES AT ONE OR MORE LOCATIONS IN THE COUNTY (COLLECTIVELY, THE “PROJECT”); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this ordinance on first reading occurred at the June 4, 2018 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on second reading an ordinance authorizing (1) the execution and delivery of a Fee In Lieu and Incentive Agreement by and between Beaufort County and a company identified for the time being as Project McClellan, (2) the benefit of a Multi-County Industrial or Business Park to be made available to the Company or the Project; (3) certain special source revenue credits in connection with the Project; and (4) other matters related thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, August 27, 2018 beginning at 6:30 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”) SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN BEAUFORT COUNTY AND TO INCLUDE THE BELOW REFERENCED PROPERTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this ordinance on first reading occurred at the June 4, 2018 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on second reading an ordinance authorizing and approving (1) the development of a new Joint County Industrial and Business Park pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, in conjunction with Jasper County (the “Park”) such park to be geographically located in Beaufort County; (2) the execution and delivery of a written park agreement with Jasper County as to the requirement of payments of fee in lieu of ad valorem taxes with respect to the park property and the sharing of the revenues and expenses of the park; (3) the distribution of revenues from the Park within Beaufort County; and (4) other matters related thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, August 27, 2018 beginning at 6:30 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

MAP AMENDMENT TO THE BEAUFORT COUNTY COMPREHENSIVE PLAN, CHAPTER 4: FUTURE LAND USE MAP 4-9 TO REMOVE THE HAMLET PLACE TYPE ON THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE BRIDGE TO HILTON HEAD ISLAND

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this ordinance on first reading occurred at the June 18, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert, that Council approve on second reading a Map Amendment to the Beaufort County Comprehensive Plan, Chapter 4: Future Land Use Map 4-9 to remove the Hamlet Place Type on the Buckingham Landing Community at the foot of the bridge to Hilton Head Island. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, August 27, 2018 beginning at 6:30 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

MAP AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE, PREAMBLE, DIVISION P.20, PAGE P10 AND P11 TO REMOVE THE HAMLET PLACE TYPE FROM THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE BRIDGE TO HILTON HEAD ISLAND

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this ordinance on first reading occurred at the June 18, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling seconded by Mr. Covert, that Council approve on second reading a Map Amendment to the Beaufort County Community Code, Preamble, Division P20, Page P10 and P11 to remove the Hamlet Place Type from the Buckingham Landing Community at the foot of the bridge to Hilton Head Island. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

The Chairman announced a public hearing Monday, August 27, 2018 beginning at 6:30 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

PUBLIC HEARING

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY BEAUFORT, SOUTH CAROLINA, AND SEABROOK SOLAR, LLC

The Chairman opened the first of two required public hearings beginning at 6:30 p.m. for the purpose of receiving public comment regarding an ordinance approving a Development Agreement by and between the County of Beaufort, South Carolina and Seabrook Solar, LLC. After calling once for public comment, the Chairman recognized Mrs. Kate Schaefer, South Coast Director, Coastal Conservation League (League). Mrs. Schaefer stated the League is pleased to support alternative sources of energy to include utility scale solar. The League has an energy and climate program that works at state and local levels regarding renewable energy and energy efficiency policies. As the cost of electricity in our state has continued to increase, the cost of solar

continues to decrease, making this renewable option more competitive with traditional power generation. She spoke of the of the League’s initiatives and efforts with legislation. She highlighted that Beaufort County and Seabrook Solar have a strong partnership and are setting a strong example with this project. The solar developer has also been working with the conservation community who has looked at land use policies that accommodates solar energy and protects rural landscape. She thanked Council and the partners for their attention on this project.

Ms. Barbara Holmes, Director of Land Protection, Beaufort County Open Land Trust (Land Trust), stated the Land Trust became aware of the Seabrook Solar proposal to build a solar generation facility in Lobeco a year ago. The Land Trust is in the perpetuity business. We have undertaken obligations to uphold our conservation easements forever, so we must view potential projects with a long lens, looking outward. While the development of large scale solar farms may have never been contemplated by our founders, we must face the realities of our changing world. Our finite land and water resources are threatened by climate change. Our society needs to develop renewable energy sources. This could advance our land protection goals. The Seabrook Solar property will always be available for agricultural or timber uses. The Land Trust can ensure that the visual disruption from the public roadways is limited by buffers. The land later could be returned to more traditional uses. This will be the first conservation easement granted on a solar energy generation facility. The property is over 1,000 acres and a significant property to add to Beaufort County’s protected lands. The easement will permanently protect freshwater wetlands unimpacted by energy generation facilities. This allows for the protection of irreplaceable, natural and economic resources that make Beaufort County a great place to live, work and visit.

Mr. Mike McShane, a resident of Charleston County, Co-Chairman of Ace Basin Task Force and former Chairman of the Department of Natural Resources, spoke about working with representatives of Adger Solar. They solicited and worked through a number of issues. He congratulated County leadership as well as setting an expectation for long-term conservation values. The Ace Basin Task Force has submitted its support for this project and donated conservation easement.

After calling twice more for public comment and receiving none, the Chairman called the hearing closed at 6:31 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve on second reading an ordinance approving a Development Agreement by and between Beaufort County, South Carolina and Seabrook Solar, LLC. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

The Chairman announced a second and final public hearing Monday, August 27, 2018 beginning at 6:30 p.m. in the large meeting room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no items arising out of executive session.

PUBLIC COMMENT

Mr. William Smith, a resident of St. Helena Island, said that an opportunity for questions to be asked at the forum could have been beneficial. There were two different styles of leadership with the two candidates. Also in regard to the mining, some land (that has been mined) is becoming wetlands. We need to be cognizant of such. It is important for us to research these mining projects.

Dr. Bob LeFavi, Dean, USC-Beaufort, asked Council to look closely at the issue of hiring a County Administrator. The information received from every attorney he has spoken with is clear: if the posting identified the “required qualifications” and it did not say “preferred, required or equivalent experience,” then you cannot hire someone without the qualifications. You can remove the posting and repost with Master’s Degree preferred. Otherwise you open yourself up to tremendous liability. Please look closely at the consequence of hiring someone who does not fit the qualifications of the posted search.

MOTION TO EXTEND BEYOND 8:00 P.M.

It was moved by Mr. Caporale, seconded by Mr. Flewelling, that Council extend beyond 8:00 p.m. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart, and Mr. Vaux. ABSENT – Mr. Fobes. The motion passed.

ADJOURNMENT

Council adjourned at 8:45 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST: _____
Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

Ratified:

GOVERNMENTAL COMMITTEE

August 6, 2018

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

The Governmental Committee met Monday, August 6, 2018 beginning at 4:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Gerald Dawson and member York Glover present. Vice Chairman Steven Fobes, and members Michael Covert, Brian Flewelling, Jerry Stewart and Tabor Vaux absent.

County staff: Neil Baxley, Emergency Management Director; Pamela Cobb, Disaster Recovery Coordinator; Phil Foot, Assistant County Administrator–Public Safety; Patrick Hill, Director, Systems Management Department; Chris Inglese, Assistant County Attorney; Tom Keaveny, Interim County Administrator and County Attorney; Eric Larson, Division Director–Environmental Engineering and Land Management; Rob McFee, Division Director–Facilities and Construction Engineering; John O’Toole, Director, Beaufort County Economic Development Corporation; Monica Spells, Assistant County Administrator–Civic Outreach and Engagement; Charlie Stone, Intern-Beaufort County Economic Development Corporation; Tallulah Trice, Animal Services Director; and David Zeoli, Deputy Director, Emergency Management.

Public: Frank Edwards, Director, Jasper County Emergency Services; Andrew Folghum, Jasper County Administrator; Kay Maxwell, Vice President of Marketing, SouthernCarolina Alliance; David Tedder, Jasper County Attorney; and Russell Wells, Deputy Director, Jasper County Emergency Services.

Media: Joe Croley, *Lowcountry Inside Track*.

Councilman Dawson chaired the meeting.

INFORMATION ITEMS

1. Executive Session - Discussion of Potential Contract with Jasper County Regarding a Joint Shelter

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

Discussion: Due to a lack of a quorum, the Committee was unable to go into executive session to discuss a potential contract with Jasper County regarding a joint shelter. The discussed for information purposes only.

Mr. Andrew Folghum, Jasper County Administrator, introduced Mr. Frank Edwards, Director, Jasper County Emergency Services, who provided the Committee with a brief overview of the concept of a joint shelter. Mr. Edwards provided the Committee with a handout that summarized the project to improve the existing Ridgeland/Hardeeville High School Complex to serve as regional multi-use shelter. At present, the shelter holds 1,000 to 1,500 general population people only. The project would increase the shelter capacity range of 3,000 to 5,000 general population, include people with special medical needs, pets and 300 to 500 Island Security Officers. This project was an idea of former Governor Nikki Haley.

Project scope:

- Provide storm shuttering and wind load enhancements to building
- Provide back-up power generation for the entire campus
- Provide back-up power generation for waste water lift station serving school

Project Phases:

Phase 1 - Almost complete

- Building assessment
- Engineering study and design

Phase 2 - Awaiting approval from FEMA under their Hazard Mitigation Grant Program.

Approximately \$1.7 Million - 25% Local Match - Local Match Amount is \$409,308

- Retrofitting building
- Installation of 1.5-Megawatt generator at the school
- Installation of 50-Kilowatt generator for waste lift station
- Building hardening and window storm shuttering

Developing Interlocal Agreement with Beaufort County to work together on project for Phase 2:

- Jasper County to fund 40% of match amount
- Beaufort County to fund 60% of match amount

Funding Percentages based on:

- Prior Storm population at shelter during Matthew - 19% Jasper County residents
72% Beaufort County residents
- Beaufort County is a 100% evacuation county
- Island Security Forces to be housed there

Mr. Keaveny mentioned the possibility of arranging a tour of the facility for members of Council.

Col. Neil Baxley, Emergency Management Director, said there is a limited number of emergency shelters/facilities. This regional shelter would eliminate the seven or eight smaller shelters/facilities as well as the first shelter for pets.

Status: Due to a lack of a quorum, continued discussion and potential action on this item will occur at the next available committee of Council.

2. Presentations / SouthernCarolina Alliance Quarterly Report and Economic Development Corporation

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

Discussion: Ms. Kay Maxwell, Vice President of Marketing, SouthernCarolina Alliance, distributed to the Committee a quarterly report for the SouthernCarolina Alliance (SCA). The report included the Second Quarter Project Activity (regional). The SCA began 2018 with 79 active projects. Forty-eight new projects have been added, 15 Requests for Information (RFIs) have been submitted, and 7 projects have been announced. There have been 155 new property submissions, 49 new property visits by 18 projects, and 57 projects are still active. Beaufort County has 14 active projects and there are 19 new Beaufort County site submissions to active projects.

Ms. Maxwell highlighted the Second Quarter 2018 Product Development and the Second Quarter 2018 External Marketing

- Assisted Colleton County EDC with SC DOC Site Enhancement Grant for due diligence study
- Installed landscape and irrigation system at the Pointe Salkehatchie Speculative Building in Allendale
- Coordinated with engineering consultant on water and sewer bidding and construction of the Regional ER facility
- Provided field review and specific site data to SC DOC commerce regarding potential new development tracts
- Completed and submitted SC DOC Site Enhancement Grant for Hampton County
- Engaged engineering design consultant to design and permit rail spur on Lot 7 of South Carolina Advanced Technology Park (SCATP)
- Completed and submitted SC DOC Site Enhancement Grant for Allendale County
- Coordination of new wetland delineation of the SCA owned portion of Southern Carolina Industrial Campus
- Assisted Beaufort County with SC DOC Site Enhancement Grant for Spec Building
- Coordination with utility providers on planning for better responses for large volume user
- Engaged with Moffatt and Nichol Engineering on Jasper Ocean Terminal progress
- Assisted Beaufort EDC with Request for Proposal (RFP) for Beaufort Commerce Park wetlands Engaged and assisted contractor on Hwy 68 widening project

- Coordinated with contractors on repair to damage of an SCA building due to extensive vandalism
- Engaged with Jasper County on design and permitting of new spec building in Cypress Ridge Park
- Updated existing site flyers and assisted marketing with creation of flyer of new properties
- Completed installation of partial floor in Bamberg Spec building for existing industry use
- Continuously worked to update or obtain due diligence information on sites within the region

Second Quarter External Marketing

- SC Power Team marketing mission in May, met with 6 companies
- Nordic Investment Mission with SC Department of Commerce in May, met with 18 companies
- SelectUSA Conference in Washington, DC in June, met with 36 companies
- Israeli Business Conference on Hilton Head Island: HHI Business Attract, Beaufort EDC, Chambers
- Marketing Collaboration with the Savannah Economic Development Authority- marketing mission in
- September
- Rail Prospect Marketing: Conference Calls and Visits Held
- Marketing Missions scheduled for September and November
- Marketing Mission with European Companies in October
- Marketing Mission to Israel in December

Mr. John O'Toole, Director, Beaufort County Economic Development Corporation (EDC) provided the Committee with a quarterly report on the EDC. Mr. O'Toole provided an overview of the following:

- Social media and website views
- Lead generator report that identifies six leads
- Site selections
- Workforce case through Fidelis Employment Program
- Upcoming public speaking engagements
- The facilitation of bringing Israel forum to Beaufort County
- Submission to have the Southern Economic Development Council's 2021 Conference come to our region
- Product development
- Workforce housing proposal
- Site enhancement grant
- Utility tax credits
- Business retention
- Business attraction
- Land preservation

Status: Information only.

3. Text Amendments to the Beaufort County Code of Ordinances, Chapter 14-Animals

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

4. Discussion / Jacob Kit Program (Small Life-Saving Trauma Kit)

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

5. Continued Discussion / Driving Under the Influence (DUI) Prosecution

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

6. Discussion / Legislative Policy Issues

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

7. Consideration of Reappointments and Appointments / Construction Adjustments and Appeals Board

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

8. Consideration of Reappointments and Appointments / Lady's Island / St. Helena Island Fire District

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

Status: Due to the lack of a quorum, this item will be discussed at the next meeting of the Governmental Committee.

DRAFT

Boards and Commissions
Reappointments and Appointments
August 27, 2018

1 Community Services Committee

Disabilities and Special Needs Board

<u>Nominate</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
08.27.18	Scott Scobey	Countywide	Appoint	6/11	4	2/22

2 Natural Resources Committee

Rural and Critical Lands Preservation Board

<u>Nominate</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
08.27.18	Beekman Webb	Council District 8	Appoint	6/11	partial term	2/19

RESOLUTION

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “*Issuer*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Issuer is further authorized by Section 41-43-110 of the Act to issue revenue and revenue refunding bonds payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Issuer and Palmetto Goodwill, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (“*Goodwill*”), entered into an Inducement Agreement dated June 20, 2018 (the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Issuer pursuant to the Inducement Agreement, the Issuer proposes, subject to such approval of the Coordinating Council for Economic Development, Beaufort County, Berkley County, Colleton County, Dorchester County, Georgetown County and Horry County (collectively, the “*Counties*”) as may be required by law, to issue not exceeding \$20,000,000 aggregate principal amount of its Economic Development Revenue Bond (Palmetto Goodwill Project), Series 2018 (the “*Bond*”), under and pursuant to Section 41-43-110 of the Act, to (a) refinance up to eight existing Goodwill properties described below (including land, real property, improvements, furnishings, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas and (b) finance all or a portion of the costs associated with the issuance of the Bond; and

WHEREAS, the proceeds of the Bond will be used as follows: (i) approximately \$1,928,588 used to refinance approximately 2 acres of land at 1520 High Market St, Georgetown, SC 29440 in Georgetown County and an approximately 17,277 square foot facility located thereon, (ii) approximately \$3,341,903 used to refinance approximately 1.97 acres of land at 3655 Old Kings Highway, Murrells Inlet, SC 29576 in Georgetown County and an approximately 12,000 square foot facility located thereon; (iii) approximately \$3,489,125 used to refinance approximately 2 acres of land located at 2321 Hwy 9 East, Long, SC 29568 in Horry County and an approximately 25,000 square foot facility located thereon; (iv) approximately \$2,128,867 used to refinance approximately 1.69 acres of land at 1.99 acres at 137 Parris Island Gateway, Beaufort, SC 29906 in Beaufort County and an approximately 16,500 square foot facility located thereon (the “*Beaufort County Project*”); (v) approximately \$2,384,971 used to refinance approximately 3.082 acres of land at 112 Robertson Blvd, Walterboro, SC 29488 in Colleton County and an approximately 15,000 square foot facility located thereon; (vi) approximately \$2,649,254 used to refinance approximately 2.01 acres of land

at 485 N. Hwy 52, Moncks Corner, SC 2946 in Berkeley County and an approximately 15,000 square foot facility located thereon; (vii) approximately \$2,649,254 used to refinance approximately 2.074 acres of land located at 4900 Ashley Phosphate Rd, North Charleston, SC 29420 in Dorchester County and an approximately 12,492 square foot facility located thereon; and (viii) approximately \$1,428,038 used to refinance approximately 2.619 acres of land at 222 Old Trolley Road, Summerville, SC 29483 in Dorchester County, and an approximately 18,470 square foot facility located thereon (collectively, the “**Projects**”); and (2) paying certain fees and expenses incurred in connection with the issuance of the Bonds. The Projects are owned and operated by Goodwill; and

WHEREAS, Goodwill is projecting that the assistance of the Issuer by the issuance of the Bond will result in maintaining employment for approximately 235 employees (as well as a substantial number of indirect job positions through Goodwill’s job training and placement services by the placement of a multitude of Goodwill trainees and jobs placement candidates), in the Counties and surrounding areas and that the portion of the Projects located in Beaufort County (the “**County**”) will stimulate the economy of the County and surrounding areas by increased payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of the County and the Issuer have on this date jointly held a public hearing, duly noticed by publication on August 10, 2018, in *The Beaufort Gazette*, a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Beaufort County Project will subserve the purposes of the Act, (b) the Beaufort County Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Beaufort County Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power, (d) the amount of bonds required for the purposes described herein is not exceeding \$20,000,000, and as a part thereof the amount of bonds required to finance the Beaufort County Project is approximately \$2,128,867; and (e) the documents to be delivered by Goodwill and the Issuer with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Beaufort County Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that Goodwill shall maintain the Beaufort County Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council of the County supports the Issuer in its determination to issue the Bond a portion of the proceeds of which will used be to defray the costs related to the financing of the Beaufort County Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

I, the undersigned Clerk of the County Council of Beaufort County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on August 27, 2018, at which meeting a quorum was at all times present.

WITNESS MY HAND this _____ day of August, 2018.

Clerk to County Council of
Beaufort County, South Carolina



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Jerry Stewart, Chairman, Finance Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Construction of Factory Creek (Whitehall) Boat Ramp Improvements Project

DATE: 08/06/2018

BACKGROUND:

The Factory Creek (Whitehall) boat ramp located on Lady's Island is one of the most popular water access points in Beaufort County. The ramp is used by thousands of boaters each year. In response to RFP #121417E, the design/build team of O'Quinn Marine Construction and Andrews Engineering was selected and presented a proposal for the improvement of the boat ramp.

VENDOR INFORMATION:

O'Quinn Marine Construction, Beaufort, SC - Design/Build, Phase One

COST:

\$1,394,420

Insert Addition Vendor Info.

FUNDING:

Local Hospitality Tax Funds with an available balance of \$1.9 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 08/21/2018

FOR ACTION: Finance Committee meeting August 27, 2018.

RECOMMENDATION:

The Purchasing Department recommends that the Finance Committee approves and recommends to County Council the contract award in

Attachment:  OQuinn Attachment.pdf
790.77 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 08/22/2018

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 08/21/2018

Robert McFee, PE, Division Director, Construction, Engine

Approved: Yes Date: 08/21/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

CC others

After Initial Submission, Use the Save and Close Buttons



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO:

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ:

DATE:

BACKGROUND:

The Factory Creek Boat Ramp (Whitehall) located on Lady's Island is one of the most popular water access points in the County. This ramp was last improved in 1990 and these improvements have reached the end of their useful life. Additionally, the ramp consistently fails to meet the demands for water access. This facility is identified for improvement in the Priority Investment Element of the Comprehensive Plan and the South Carolina Department of Natural Resources (SCDNR) Coastal County Road Ramp Study. This project will make improvements to the boat ramp and parking areas to allow the general public better and safer access to the Beaufort River and neighboring water bodies.

The Purchasing Department advertised the RFP 121418E and received proposals submitted on December 12, 2017, Design Build Construction for Whitehall Boat Ramp Improvements. The proposers were instructed to provide a Guaranteed Not to Exceed price (GMP) in two phases. Phase one will be the costs for engineering, construction documents and inspections. Phase two will be the cost of construction adjusted based on the final design.

L-J Inc. of Columbia, SC and O'Quinn Marine Construction of Beaufort submitted proposals and a review team consisting of the Beaufort County Division Director of Engineering, Public Works Director and Director of Public Projects for the City of Beaufort rated the proposals based on the criteria established in the RFP. O'Quinn Marine Construction received the highest ranking.

An analysis of the proposal submitted, revealed no apparent cause for rejecting the O'Quinn Marine proposal; therefore, it is recommended that phase one be awarded to O'Quinn Marine Construction, for design/engineering services, in the amount of \$184,438. Staff is requesting a 5% project contingency of \$9,222. Total project budget \$193,660.

Phase two will be the cost of construction adjusted based on the final design.

VENDOR INFORMATION:

COST:

O'Quinn Marine Construction, Beaufort, SC - Design, Phase One	\$ 184,438
Construction, Preliminary Estimate	\$1,613,467
Total	\$1,797,905

FUNDING:


In November 2017 County Council approved an appropriation from Local Hospitality Tax, Ordinance 2017/33, for this river access improvement in the amount of \$630,000.

Funding approved: By: Date:

FOR ACTION: Public Facilities Committee, February 12, 2018.

RECOMMENDATION:

The Public Facilities Committee approves and recommends to County Council the award of Whitehall Boat Ramp improvement design service to O'Quinn Marine Construction in the amount of \$184,438 funded from Hospitality Tax Funds. Additionally, recommends approval of a budget to include a 5% project contingency for a total project budget of \$193,660.

Attachment:  RFP 121417E Summary Score Sheet; Hospitality Tax Summary 12312017.pdf
435.36 KB

cc: Joshua Gruber, Interim County Administrator Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance Approved: Date:

Robert McFee, PE, Division Director, Construction, Engineerii Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

O'Quinn Marine Construction Inc.
95 Sheppard Road
Beaufort, SC 29907
843-522-3313 (Office)
843-522-3138 (Fax)

August 1, 2018

Mr. Robert McFee, P.E.
Director of Engineering and Infrastructure
Beaufort County Engineering Division
104 Industrial Village Road, Bldg #3
Beaufort, SC 29906

RE: Whitehall Boat Landing Ramp Improvements

Dear Mr. McFee:

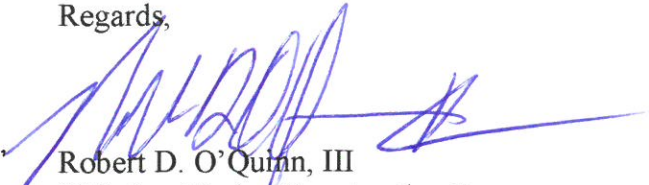
Enclosed you will find three (3) sets of Final Design Plans for the White Hall Boat Landing Improvements project. Also enclosed is our contract price to perform all the work in the plans.

The permitting is ongoing. Applications to OCRM and the USACE have come off of public notice. We have answered two (2) more questions for the USACE. Staff from OCRM has implied that no opposition has been forthcoming and a permit should be issued after the USACE has signed off. City of Beaufort staff are reviewing the project and enclosed you'll find a letter from Bruce Skipper regarding the flood plain compliance.

O'Quinn Marine Construction Inc., Andrews Engineering and McSweeney Engineering have designed a boat ramp for the citizens of Beaufort County that will give many years of service. The design came in at 13% less than the original bid with a better handrail system and fastener upgrade on the longer bulkhead.

We look forward to moving this project from paper and into the field for construction.

Regards,



Robert D. O'Quinn, III
O'Quinn Marine Construction Inc.



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT

2266 Boundary Street, Beaufort, SC 29902
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Beaufort County Legislation Delegation

VIA: D. Paul Sommerville, Chairman, Beaufort County Council
Josh Gruber, Interim County Administrator

FROM: Robert McFee, PE, Division Director for Construction, Engineering & Facilities

SUBJ: **Request for Marine Recreation Funds for Factory Creek Boat Ramp Improvement**

DATE: November 16, 2017

The Factory Creek Boat Ramp located on Lady's Island is one of the most popular water access points in the County. This ramp was last improved in 1990 and these improvements have reached the end of their useful life. Additionally, the ramp consistently fails to meet the demands for water access. This facility is identified for improvement in the Priority Investment Element of the Comprehensive Plan and the South Carolina Department of Natural Resources (SCDNR) Coastal County Road Ramp Study.

Beaufort County has advertised a Request for Proposals for design and construction of the Factory Creek Boat Ramp Improvements. Proposals are due by December 14, 2017. It is estimated that design, permitting and construction costs for the improvements for Factory Creek Boat Ramp will be approximately \$700,000. On November 13, 2017, Beaufort County Council approved an ordinance to appropriate funds from the County's local 2% Hospitality Tax Funds.

Beaufort County is seeking reimbursement from the Marine Recreation Fund for a portion of the design and construction for the Factory Creek Boat Ramp Improvements. Per the attached 11/13/17 email, the County's Marine Recreation Fund has an available balance of \$385,000.

Therefore, Beaufort County is submitting for consideration by the Legislation Delegation funding of the Factory Creek Boat Ramp Improvements from the County's Marine Recreation Fund with an available balance of \$385,000.

JRM/mjh

Attachments: 1) Beaufort County Council Ordinance 2017-33
2) 11/13/17 Email
3) 2007 SC 5 Coastal County Boat Ramp Study

cc: Alicia Holland
David Wilhelm

FactoryCreekBR/LDMarRecFdReq



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
 dthomas@bcgov.net 843.255.2353

TO: Councilman Jerry Stewart, Chairman, Finance Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: Sole Source Purchase
 Beaufort County Airport - Payment of Wetlands Mitigation invoice

DATE: 08/22/2018

BACKGROUND:

In 2002, a wetlands permit was issued to Beaufort County Airport as part of the permitting effort associated with the construction of the partial parallel taxiway project. A requirement of that permit was a mitigation project.

In 2014, airport staff and consultants met with the US Army Corps of Engineers (USACE) in Charleston, SC to discuss upcoming projects. During this meeting, and confirmed in subsequent communications, it was discovered that a portion of the aforementioned wetlands mitigation was not completed. USACE informed the airport team that the "old" permit from 2002 must be completely satisfied before another permit would be considered. The team's wetlands consultant worked with the USACE on behalf of the airport and the attached modified permit was issued in June 2018. The requirement to purchase 8.55 offsite mitigation credits is detailed in that document.

The Beaufort County Airports Board voted unanimously on August 16, 2018 in favor of paying the invoice and forwards the issue for final approval to County Council via Finance Committee.

VENDOR INFORMATION:

South Coast Mitigation Venture, LLC.

COST:

\$473,000

FUNDING:


90% via FAA AIP Program (future grant), 5% through SC Aeronautics Commission (future grant), and 5% via Beaufort County airport revenues.

Funding approved: By: Date:

FOR ACTION: Finance Committee meeting occurring August 27, 2018.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council payment of the wetlands mitigation invoice so projects may continue at Beaufort County Airport.

Attachment:  Attachment Payment of Wetlands Mitigation Inv.pdf
1.03 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Date:

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Date:

Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

Approved: Date:

Check to override approval: Overridden by: Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons



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



TO: Beaufort County Finance Committee
FROM: Harold Wallace, Beaufort County Airports Board Chair *HW*
SUBJ: Beaufort County Airports Board Recommendations to Finance
DATE: 21 August 2018

BACKGROUND:

On August 16, 2018, the Beaufort County Airports Board reviewed and approved the following item:

- ARW Wetlands Mitigation Payment

The board finds the above item acceptable and in line with the implementation of the previously adopted master plans. The BCAB forwards the attached documents for Finance Committee to review and approve.

cc: Thomas Keaveny, Interim County Administrator
Alicia Holland, Assistant County Administrator, Finance
Colin Kinton, Director, Transportation Engineering
Jon Rembold, Airports Director

South Coast Mitigation Venture, LLC

P.O. Box 1541
Lake City, Florida. 32056

Invoice

July 17, 2018

Mr. Jon Rembold
Beaufort County
39 Airport Circle
Beaufort, South Carolina 29902

Ref: 8.6 Tidal Credits for – Beaufort County (Ladies Island Airport) Compensatory Mitigation,
Department of the Army (DA) SAC-2003-13033.

Forrest: The price for the 8.6 Tidal Wetland Credits is \$473,000.00. (\$55,000 per credit in Clydesdale
Mitigation Bank – Secondary Area.)


Please wire transfer the funds to our bank account listed below.

Once we receive this amount, within 5 days we will notify the Corps of Engineers of your purchase and
copy you and your engineer on this letter.

First Citizens Bank
Raleigh, North Carolina
ABA # 053100300
For Credit to the Account of South Coast Mitigation Venture, LLC
Account Number 009062626579

Thank you for working with Clydesdale Mitigation Bank and please contact me if you have any
questions.

Sincerely,
Murphy B. McLean Jr.
Murphy B. McLean Jr.
President
South Coast Mitigation Venture, LLC
904-813-5732

Prepared By	<u>Dunn</u>	Date	<u>7/27/2018</u>
Purchase Order #		LIQ:	<u>Y N</u>
Description:	<u>Tidal wetland credits</u>		
GL coding		Amount(s):	
1	<u>51020011-54980 1</u>	<u>473,000.00</u>	
2			
3			
4			
5			
6			
Authorized To Pay		<u>473,000.00</u>	Date <u>7/27/18</u>



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT
69A HAGOOD AVENUE
CHARLESTON, SC 29403-5107

JUN 28 2018

REPLY TO
ATTENTION OF:

Regulatory Division

Mr. Jon Rembold
Beaufort County
39 Airport Circle
Beaufort, South Carolina 29902

Dear Mr. Rembold:

**PLEASE READ THIS LETTER CAREFULLY AND
COMPLY WITH ITS PROVISIONS**

This is in response to your letter dated March 19, 2018, requesting a modification of the work authorized by Department of the Army (DA) permit SAC-2003-13033 (fka 2002-1U-129) for the construction of hangars and taxiways at the Beaufort County (Lady's Island) Airport located off of Sea Island Parkway (HWY 21) on Lady's Island in Beaufort County, South Carolina (Latitude: 32.4115 °N, Longitude: -80.6350 °W).

This is to inform you that your request for a modification is granted. Modifications to the previously authorized permit include the following: 1) the reduction of the authorized impacts from 2.97 acres of tidal wetlands to 1.54 acres of tidal wetlands and 2) the modification of the required mitigation to include the purchase of 8.55 restoration/enhancement credits instead of the onsite creation of 5.82 acres of tidal wetlands. The original special condition d is being replaced with the following modified special condition d:

d. The permittee recognizes that their commitment to perform and implement the following conditions was a deciding factor in the favorable and timely decision on this permit and recognizes that a failure on their part to both actively pursue and implement these conditions may be grounds for modification, suspension or revocation of this Department of the Army authorization:

1. That as compensatory mitigation for impacts to aquatic resources, the permittee agrees to purchase or debit a total of 8.55 credits from Clydesdale Mitigation Bank;

2. That the permittee must submit evidence of the purchase or debit of the required mitigation credits to both the Corps of Engineers and SCDHEC within 60 days of issuance of this modification. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition d.1. will not be considered fulfilled until you have received written verification from the U.S. Army Corps of Engineers;

3. The preservation of 37.62 acres of unaltered wetlands was recorded on December 8, 2005.

This letter should be attached to your copy of the signed permit. This permit was issued under the provisions of the Federal laws for the protection and preservation of the navigable waters of the United States. These laws provide that after the proposed work has been approved by the issuance of a Department of the Army permit,

IT SHALL NOT BE LAWFUL TO DEVIATE FROM SUCH PLANS EITHER BEFORE OR AFTER COMPLETION OF THE WORK,

unless modification of said plans has previously been submitted to and received the approval of the Department of the Army. All other conditions to which the work is made subject remain in full force and effect. In that this work appears subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, it is highly recommended that you contact that agency to ascertain their requirements in this matter.

Your cooperation in the protection and preservation of our navigable waters and natural resources is appreciated. In all future correspondence concerning this matter, please refer to file number SAC-2003-13033. If you have any questions concerning this matter, please contact Tracy D. Sanders, Project Manager, at (843) 329-8190.

FOR THE DISTRICT ENGINEER:

Sincerely,



Robin Collier-Socha
Chief, South Branch
Deputy Chief, Regulatory Division

Enclosures
Notification of Appeal Options
DA Permit SAC-2003-13003

Copies Furnished:

Mr. Steve Nichols
Newkirk Environmental Inc.
P O Box 746
Mount Pleasant, South Carolina 29465

South Carolina Department of
Health and Environmental Control
Bureau of Water

2600 Bull Street
Columbia, South Carolina 29201

South Carolina Department of Health
and Environmental Control
Office of Ocean and Coastal
Resource Management
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

A RESOLUTION

CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$5,300,000 OF GENERAL OBLIGATION BONDS OF FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED, by the County Council of Beaufort County (the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”):

WHEREAS, the County Council is empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly entitled:

AN ACT TO AUTHORIZE THE GOVERNING BODIES OF ALL COUNTIES OF THE STATE WHEREIN EXIST SPECIAL PURPOSE DISTRICTS CREATED PRIOR TO MARCH 7, 1973. TO ISSUE BONDS OF SUCH DISTRICTS IN FURTHERANCE OF POWERS EXISTING IN SUCH DISTRICTS AS OF MARCH 7, 1973; TO PROVIDE THE PROCEDURES PURSUANT TO WHICH SUCH BONDS MAYBE ISSUED; TO PRESCRIBE THE TERMS AND CONDITIONS UNDER WHICH BONDS MAYBE ISSUED AND THEIR PROCEEDS EXPENDED; TO MAKE PROVISION FOR THE PAYMENT OF SUCH BONDS AND TO VALIDATE ALL BONDS OF SUCH DISTRICTS ISSUED OR SOLD PRIOR TO THE EFFECTIVE DATE OF THIS ACT.

approved July 9, 1974, as amended (hereinafter called the “*Enabling Act*”), to authorize the governing body of any special purpose district created prior to March 7, 1973 and located in whole or in part within the County to issue general obligation bonds of such special purpose district in order to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

WHEREAS, the Fripp Island Public Service District, South Carolina (hereinafter called the “*District*”) is a special purpose district located within the County created prior to March 7, 1973, having been created by Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended, and is authorized, inter alia, to (i) acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, (ii) construct and maintain roads, and (iii) do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District; and

WHEREAS, the District has determined that it is currently in need of funds to address and remediate damage to undertake the improving, equipping, repairing and reconstruction of the Fripp Inlet bridge (the “*Bridge*”), which serves as the sole road link between the District and the

State highway system leading to the mainland, and which Bridge is essential to the exercise of the powers granted to the District, and related infrastructure (the “*Project*”).

WHEREAS, the Fripp Island Public Service District Commission (the “*Commission*”), has petitioned the County Council to authorize the issuance of not exceeding \$5,300,000 of general obligation bonds of the District (the “*Bonds*”) in order to defray (A) the costs of the Project, and (B) the costs of issuance of the Bonds; and

WHEREAS, the Commission will make a final determination of the scope and description of the Project prior to its adoption of a resolution authorizing the issuance of the Bonds, provided that the principal amount of the Bonds shall not exceed \$5,300,000; and

WHEREAS, the County Council is now minded to proceed in accordance with the provisions of the Enabling Act with respect to the issuance of the Bonds.

NOW THEREFORE, BE IT RESOLVED, by the County Council in a meeting duly assembled:

SECTION 1. The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Projects, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds.

SECTION 2. A public hearing shall be held on the question of the issuance of the Bonds in the Beaufort County Council Chambers in the Administration Building, Beaufort County Government Center, on the 24th day of September, 2018 at 6:30 p.m., and the notice of such hearing attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in The Beaufort Gazette, which is a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

SECTION 3. The aforesaid public hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard in person or by counsel.

SECTION 4. Following the above aforesaid public hearing, the County Council shall determine whether and to what extent the Bonds may be issued and whether to condition the issuance of the Bonds on a referendum in the District.

SECTION 5. The Chairman of the County Council is hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Enabling Act.

DONE AT BEAUFORT, SOUTH CAROLINA, this 27th day of August, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

NOTICE OF PUBLIC HEARING ON THE PROPOSED ISSUE OF NOT EXCEEDING \$5,300,000 OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA

The County Council of Beaufort County (hereinafter called the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), has determined that it may be in the interest of the Fripp Island Public Service District, South Carolina (hereinafter called the “*District*”), to raise moneys through the issuance of not exceeding \$5,300,000 of general obligation bonds of the District (the “*Bonds*”). The District has determined that it is currently in need of funds to address and remediate damage to the District from Hurricane Matthew to protect the District from erosion and will soon be in need of funds to relocate and replace the sole water line connecting the District with the mainland in connection with the South Carolina Department of Transportation’s replacement of the bridge between St. Helena Island and Harbor Island. Accordingly, the District proposes to issue the Bonds in order to defray (A) the costs of improving, equipping, repairing and reconstruction of the Fripp Inland bridge (the “*Bridge*”), which serves as the sole road link between the District and the State highway system leading to the mainland, and which Bridge is essential to the exercise of the powers granted to the District, and related infrastructure (the “*Project*”), and (B) the costs of issuance of the Bonds. The District estimates that the cost of the acquiring, designing, engineering, constructing and equipping of the Project and the cost of issuance of the Bonds, will be an amount not exceeding \$5,300,000. Therefore, the County Council has ordered a public hearing to be held upon the question of the issuance of the Bonds in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly, as amended (hereinafter called the “*Enabling Act*”).

Accordingly, notice is hereby given that a public hearing will be held in the Beaufort County Council Chambers in the Administration Building, Beaufort County Government Center, on the 24th day of September, 2018 at 6:30 p.m., on the question of the issuance of the Bonds, the proceeds of which will be expended to defray the cost of the Projects as described above and issuance costs thereof.

For the payment of principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied on all taxable property in the District ad valorem taxes sufficient in amount to pay said principal and interest on the Bonds.

The District proposes the issuance of the Bonds to defray the cost of the Projects as described above and the costs of issuance of the Bonds.

The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and whether to condition the issuance of the Bonds on a referendum, and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

A RESOLUTION

APPROVING THE INCURRING OF GENERAL OBLIGATION DEBT IN AN AMOUNT NOT EXCEEDING \$5,300,000; AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF BEAUFORT COUNTY PURSUANT TO SECTION 6-11-830 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

BE IT RESOLVED by the Fripp Island Public Service District Commission, in meeting duly assembled:

ARTICLE I - FINDINGS OF FACT

Section 1.01

Incident to the adoption of this resolution (this "**Resolution**"), the Fripp Island Public Service District Commission (the "**Commission**"), the governing body of the Fripp Island Public Service District, South Carolina (the "**District**"), has made the following findings of fact:

1. The District was created as a special purpose district established in Beaufort County, South Carolina, as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended (the "**Act No. 1042**").

2. Pursuant to Act No. 1042, the District has been granted certain power and authority, which include the power and authority to (i) "acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein," (ii) "construct and maintain roads," and (iii) "do all other acts and things necessary or convenient to carry out any function or power committed or granted to the district."

3. In carrying out its functions and duties, the Commission has previously determined to exercise its power and authority to acquire the road and supporting structure commonly referred to as the Fripp Inlet bridge (the "**Bridge**"), which serves as the sole road link between the District and the State highway system leading to the mainland, and which Bridge is essential to the exercise of the powers granted the District.

4. Storm events, erosion and scouring, and the ravages of time have reduced the remaining useful life of the Bridge such that action is now required to ensure the continued availability of the Bridge to serve the purposes of the District, and its residents and visitors.

5. Accordingly, the Commission has determined to undertake the improving, equipping, repairing and reconstruction of the Bridge and related infrastructure (the "**Project**").

6. The Commission has further determined that existing District resources are inadequate to defray the costs of the Project and has therefore determined to seek the issuance of general obligation bonds of the District to defray (A) the costs of the Project, and (B) the costs of issuance of such general obligation bonds. The Commission estimates that the costs of designing,

planning, acquiring, engineering, constructing, improving and equipping the Projects, and the costs of issuance of the bonds described herein, will not exceed \$5,300,000.

7. The County Council of Beaufort County (the "**County Council**"), as the governing body of Beaufort County, South Carolina, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the governing body of any special purpose district to provide funds to be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

8. Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the Commission, may determine that it is in the best interest of the District to raise moneys for the furtherance of any power and function of the District and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

9. In order to finance the costs of the Project, the Commission has determined that it is necessary to issue not more than \$5,300,000 of general obligation bonds of the District to be issued either as a single issue or as several, separate issues, and in such amount and at such times as may be determined at the time of issuance thereof by the Commission. The Commission adopts this Resolution to evidence the Commission's approval of the issuance of not exceeding \$5,300,000 of general obligation bonds to defray the costs of the Project and to authorize a petition to the County Council with regard to the issuance of such general obligation bonds. Provided, however, the Manager of the District is authorized to certify to County Council a smaller not to exceed principal amount of bonds should information obtained by her prior to the adoption of the resolution of County Council ordering a public hearing on the question of the issuance of the bonds indicate that a materially smaller not to exceed principal amount would be sufficient to provide for the cost of the Project and the costs of issuance of the bonds.

10. The District desires that such principal amount not be issued within the debt limit of the District as permitted in Article X, Section 14(7) of the South Carolina Constitution, and requests the submission of the question of the issuance of the general obligation bonds to finance the costs of the Projects and the costs of issuance thereof to the electors of the District.

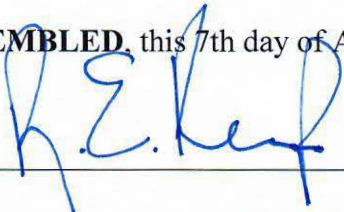
ARTICLE II - SUBMISSION OF PETITION

Section 2.01

The petition attached hereto as Exhibit A, shall be presented to the County Council in accordance with and for the purposes set forth in Section 6-11-830 of the Enabling Act. The Manager of the District may certify a smaller not to exceed principal amount to County Council for its consideration in accordance with the terms and conditions specified above.

DONE IN A MEETING DULY ASSEMBLED, this 7th day of August, 2018.

(SEAL)



Chairman
Fripp Island Public Service District Commission

Attest:



Secretary
Fripp Island Public Service District Commission



PETITION OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO ARTICLE 5, CHAPTER 11, TITLE 6, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Fripp Island Public Service District, South Carolina (the "*District*"), was created as a special purpose district established in Beaufort County, South Carolina (the "*County*"), as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located entirely within the County.

2. Storm events, erosion and scouring, and the ravages of time have reduced the remaining useful life of the road and supporting structure commonly referred to as the Fripp Inlet bridge (the "*Bridge*") such that action is now required to ensure the continued availability of the Bridge to serve the purposes of the District, and its residents and visitors. The Commission has determined that certain improvements are now necessary to improve, equip, repair, and reconstruct the Bridge (the "*Project*"). The Commission has further determined that existing District resources are inadequate to defray the costs of the Project and has therefore determined to seek the issuance of general obligation bonds to defray (A) the costs of the Project, and (B) the costs of issuance of such general obligation bonds. The Commission estimates that the costs of designing, planning, acquiring, engineering, constructing, improving and equipping the Projects, and the costs of issuance of the bonds described herein, will not exceed \$5,300,000.

3. In order to defray the costs of the Project, the District proposes to issue general obligation bonds of the District in a principal amount not exceeding \$5,300,000, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

4. The County Council of Beaufort County (the "*County Council*"), the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "*Enabling Act*"), to authorize the issuance of general obligation bonds by the District pursuant to the provisions of the Enabling Act. The principal amount of the bonds the Commission intends for the District to issue does not exceed the general obligation bond debt limit of the District, as established pursuant to Article X, Section 14(7) of the South Carolina Constitution; however, the District requests the submission of the question of the issuance of the general obligation bonds to finance the costs of the Project and the costs of issuance thereof to the electors of the District

5. Pursuant to Section 6-11-830 of the Enabling Act, if the County Council, upon petition of the Commission, determines that it may be in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the County Council may order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

WHEREFORE, the Commission prays that the County Council order a public hearing to be held on the question of authorizing the issuance of an amount not exceeding \$5,300,000 of general obligation bonds of the District, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION

August 7, 2018

The District is located within the County. The Enabling Act provides that bonds issued thereunder must be authorized by the governing body of the county wherein the District is located.

COUNTY COUNCIL OF BEAUFORT COUNTY

AN ORDINANCE

AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$5,300,000, SUBJECT TO A SUCCESSFUL REFERENDUM IN THIS DISTRICT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The County Council of Beaufort County, South Carolina (the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), hereby finds and determines:

(a) The Fripp Island Public Service District, South Carolina (the “*District*”) is a special purpose district established pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended (“*Act No. 1042*”).

(b) The corporate powers and duties of the District are performed by the Fripp Island Public Service District Commission (the “*Commission*”), and as such, the Commission is the governing body of the District.

(c) Act No. 1042 committed to the District various duties and responsibilities, and is authorized, *inter alia*, to (i) acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, (ii) construct and maintain roads, and (iii) do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District.

(d) The District has determined that it is currently in need of funds to undertake the improving, equipping, repairing and reconstruction of the Fripp Inlet bridge (the “*Bridge*”), which serves as the sole road link between the District and the State highway system leading to the mainland, and which Bridge is essential to the exercise of the powers granted to the District, and related infrastructure (the “*Project*”).

(e) In carrying out its functions and duties, the Commission has determined that a need exists at the present time to issue general obligation bonds (the “*Bonds*”) in order to defray: (A) the costs of the Project, and (B) the costs of issuance of the Bonds. The Commission estimates that the costs of designing, planning, acquiring, engineering, constructing, improving and equipping of the Project, and the cost of issuance of the Bonds, will not exceed \$5,300,000.

(f) The Commission, on behalf of the District, has submitted a petition to the County Council requesting authorization to issue the Bonds in order to finance the costs of the Project and the costs of issuance thereof.

(g) Pursuant to Title 6, Chapter 11, Article 5, of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), the County Council is empowered to authorize the Commission to issue bonds of the District, the proceeds of which are to be used in furtherance of any power of the District.

(h) Responsive to the petition of the Commission, the County Council adopted a resolution calling for a public hearing on the question of the issuance of the Bonds be held in County Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort, SC 29902, on the 24th day of September, 2018 at 6:30 p.m., and notice of such hearing has been duly published once a week for three successive weeks in The Beaufort Gazette, a newspaper of general circulation in the County. Such public hearing was held by the County Council on September 24, 2018, on the question of the issuance of the Bonds, where both proponents and opponents were given the opportunity to be heard.

(i) Following the September 24, 2018 public hearing, the County Council has determined to condition the issuance of the Bonds upon the result of a special election to be held in the District on the question of the issuance of the Bonds (the “**Bond Referendum**”). Such Bond Referendum shall be conducted pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, as required by the Enabling Act.

(j) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that the General Assembly may, by general law, prescribe that general obligation debt may be incurred by the governing body of any special purpose district for any of its corporate purposes in an amount not exceeding eight percent of the assessed value of all taxable property of such district (the “**Bonded Debt Limit**”). The County Council, by separate resolution, dated the date hereof, has ordered the Bond Referendum be held, and specified other details of the Bond Referendum therein. Such Article further provides that if general obligation debt is authorized by a majority vote of the qualified electors of the special purpose district voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in such Article. Such Bonds, when and if issued pursuant to a successful Bond Referendum, would not be restricted by, or count toward, the Bonded Debt Limit, in accordance with the Constitution and laws of the State of South Carolina.

Section 2. Should the Bond Referendum result favorably to the issuance of the Bonds, and upon the filing of the declaration of the result of the Bond Referendum in the office of the Clerk of Court for Beaufort County, South Carolina, the District is hereby authorized to issue the Bonds. Upon such filing, the Commission, on behalf of the District, is authorized to cause the issuance of the Bonds at one time or from time to time, as it may determine, in an aggregate principal amount not to exceed \$5,300,000, for the purposes set forth in Section 1(e) hereof or, in the discretion of the District, general obligation bond anticipation notes (the “**BANS**”) in a principal amount of not exceeding \$5,300,000, pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the “**BAN Act**”). The Bonds and the BANS shall be issued pursuant to a resolution of the Commission adopted in conformity with the terms and provisions of the Enabling Act and the BAN Act, respectively.

Section 3. For the payment of the principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort County, in the same manner as County taxes are levied and collected, a tax without limit on all taxable property in the District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 4. The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance of the Bonds or the BANS at such time as it deems necessary and in the interest of the District.

Section 5. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 6. This Ordinance shall forthwith be codified in the Code of the County Ordinances in the manner prescribed by law.

Section 7. This Ordinance shall become effective upon its enactment.

ENACTED THIS 24TH DAY OF SEPTEMBER 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

2018/

AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY; TO PROVIDE FOR A WRITTEN AGREEMENT BY BEAUFORT COUNTY WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (“Beaufort County”) and Allendale County, South Carolina (“Allendale County”), Bamberg County, South Carolina (“Bamberg County”), Barnwell County, South Carolina (“Barnwell County”), Colleton County, South Carolina (“Colleton County”), Hampton County, South Carolina (“Hampton County”), and Jasper County (“Jasper County”); (collectively, the “Counties” and together with any additional counties that become parties to the MCP Agreement described below, the “Member Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), propose to establish jointly a multi-county industrial/business park within the geographical boundaries of Jasper County to be known as the “Jasper Ocean Terminal Multi-County Industrial/Business Park” (the “Park”); and

WHEREAS, Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina; and

WHEREAS, in order to promote the economic development of Beaufort County, Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County, the Counties have initially agreed to include in the Park properties located in Jasper County and described in Exhibit A hereto (the “JOT Property”) and as more particularly described in Exhibit A to that certain Agreement for the Establishment of the Jasper Ocean Terminal Multi-County Industrial/Business Park to be entered into by the Counties as of such date as may be agreed to by the Counties (the “MCP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the JOT Property;

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

Section 1. Establishment of Multi-County Park; Approval of MCP Agreement; Location of Park.

(a) There is hereby authorized to be established, initially in conjunction with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County, a multi-county industrial/business park to include therein the JOT Property. The form, provisions, terms, and conditions of the MCP Agreement before this meeting at which this Ordinance received third reading and filed with the Clerk to County Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCP Agreement were set out in this Ordinance in its entirety.

(b) The MCP Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the MCP Agreement now before this meeting. The Chairman of County Council, for and on behalf of Beaufort County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCP Agreement and the performance of all obligations of Beaufort County under and pursuant to the MCP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the effective date of the MCP Agreement, the Park shall consist of the JOT Property located in Jasper County.

Section 2. Payment of Fee-in-lieu of Taxes. (a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park (that would otherwise pay property taxes if the property were not in the Park) will pay a fee in lieu of *ad valorem* taxes as provided for in the MCP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCP Agreement. Payments of fees in lieu of *ad valorem* taxes will be due on the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the rate of statutory judgment interest. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Park by the Member Counties shall be as set forth in the MCP Agreement.

Section 4. Distribution of Revenues to Taxing Entities. Revenues from the Park shall be distributed to and within the Member Counties as set forth in the MCP Agreement.

Section 5. Governing Laws and Regulations. In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of each Member County will be the reference for such regulations or laws in connection with Park premises located within such Member County. Nothing herein shall be taken to supersede any applicable municipal, state, or federal law or regulation. The Member County in which a parcel of Park premises is located is specifically authorized to adopt restrictive covenants and land use requirements in accordance with law for each such parcel at that Member County's sole discretion. The ordinances of a Member County shall in no way apply to Park property not located in such Member County.

Section 6. Admission of Additional Parties. The MCP Agreement may be amended from time to time to add additional counties or other political subdivisions located within South Carolina or outside South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code, in accordance with the terms of the MCP Agreement. The MCP Agreement may be amended to admit such political subdivision as a party thereto, with such rights and obligations as shall be provided in the MCP Agreement as so amended and applicable law.

Section 7. Savings Clause. If any portion of this Ordinance shall be held void or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 8. General Repealer. Any prior ordinance or resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 9. Effectiveness. This Ordinance shall be effective upon approval following third and final reading; provided, however, that the effective date of the MCP Agreement shall be the date upon which the first County that is contiguous to Jasper County gives its approval to the MCP Agreement.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Beaufort County, South Carolina

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading: July 23, 2018

Second Reading:

Public Hearing:

Third and Final Reading:

EXHIBIT A

JOT Property

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30, 2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

TOGETHER with the perpetual, exclusive, appurtenant and relocatable easement for a transportation and utility corridor as provided for in the Intergovernmental Agreement, dated January 27, 2008 (the "Intergovernmental Agreement"), among the Department of Transportation, State of Georgia a/k/a the Georgia Department of Transportation, and the Georgia Ports Authority, and the South Carolina State Ports Authority, said easement, and the terms and conditions of same, more particularly described in the Intergovernmental Agreement which easement may be relocated pursuant to Section 2(e) and 2(f) of the Intergovernmental Agreement.

**AGREEMENT FOR THE
ESTABLISHMENT OF THE JASPER OCEAN TERMINAL MULTI-COUNTY
INDUSTRIAL/BUSINESS PARK**

THIS AGREEMENT FOR THE ESTABLISHMENT OF THE JASPER OCEAN TERMINAL MULTI-COUNTY INDUSTRIAL/BUSINESS PARK is made and entered into and to be effective as of the date provided in Section 16 hereof (this “Agreement”), by and among Jasper County, South Carolina (“Jasper County”) and Allendale County, South Carolina (“Allendale County”) Bamberg County, South Carolina (“Bamberg County”), Barnwell County, South Carolina (“Barnwell County”), Beaufort County, South Carolina (“Beaufort County”), Colleton County, South Carolina (“Colleton County”) and Hampton County, South Carolina (“Hampton County”) (collectively the “Counties” and together with any additional counties that become parties hereto, the “Member Counties”).

RECITALS

WHEREAS, the County Councils of Jasper County, Allendale County, Bamberg County, Barnwell County, Beaufort County, Colleton County, and Hampton County have determined that, in order to further promote economic development and thus provide additional employment opportunities within each of the Counties, there should be established the Jasper Ocean Terminal Multi-County Industrial/Business Park (the “Park”) upon the property described in Exhibit A attached hereto (the “Initial Property”), which Park shall be in addition to previous multi-county industrial or business parks previously established by or among the Counties; and

WHEREAS, as a consequence of the establishment of the Park, the area comprising the Park and all property having a situs therein shall be exempt from all *ad valorem* taxation, but the owners, or any lessees or any other taxpayers of such property, to the extent that they would otherwise pay property taxes on such property if it were not in the Park, shall pay annual fees in an amount equal to that amount for which such owner, lessee, or other taxpayer would be liable;

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

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties with respect to the subject matter hereof and shall be binding on the Counties, their successors and assigns.

2. Authorization. (A) Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop a multi-county industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. The Code of Laws of South Carolina 1976, as amended (the “Code”), and particularly Section 4-

1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution of South Carolina and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

(B) Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina.

3. Location of the Park.

(A) The Park initially consists of real property located in Jasper County, and further identified on Exhibit A attached hereto and all property having a situs therein. In the event that the Park is enlarged pursuant to the terms hereof, such property shall be identified in further exhibits to be attached hereto. The Park may at any time and from time to time consist of contiguous or non-contiguous properties located in Jasper County. The Park may be enlarged or diminished from time to time as authorized by (i) an ordinance of Jasper County and (ii) a resolution (or comparable action) of the governing body of each of the other Member Counties. To the extent required by Section 4-1-170 of the Code, if property proposed for addition to the Park is located within the corporate limits of a municipality, then before adding such property to the Park, Jasper County shall obtain such municipality's consent, by ordinance or resolution, to the addition of such property to the Park.

(B) In the event of any enlargement or diminution of the Park, this Agreement shall be deemed amended, and the Member Counties shall cause to be attached to this Agreement (i) an appropriate revision of the applicable Exhibit hereto which, when read cumulatively with previous revisions, shall contain a legal or other description of all real property located in the Park, as enlarged or diminished, (ii) a copy of the ordinance of Jasper County Council adding or removing the property from the Park, and (iii) a copy of the resolutions of the governing bodies of the other Member Counties.

(C) Prior to the enactment of an ordinance authorizing the removal of property from the Park, Jasper County shall give written notice of the proposed removal of such property to all of the other Member Counties.

(D) The portion of any property located in the Park which is comprised of (i) any motor vehicles, boats, or other vessels utilized by any owner, lessee, or other taxpayer for transportation in the conduct of its business, (ii) any business inventories, or (iii) any transportation or utility facilities, is collectively referred to herein as the "Non-Incentive Property," and the remaining portion of property located in the Park is collectively referred to herein as the "Incentive Property."

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of any property situated in the Park who would otherwise be obligated to pay property taxes on such property if it were not located within the Park shall pay in accordance with this Agreement an amount equivalent to the *ad valorem*

property taxes or other fee-in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. Responsibility for Expenses. Jasper County shall bear, or cause to be borne, 100% of the expenses, including, but not limited to, development, operation, maintenance, and promotion of the Park.

6. Allocation of Park Revenues Between Each of the Member Counties.

(A) The Member Counties shall receive an allocation of all revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes (the “Park Revenues”) in the following proportions:

(i) With respect to Park Revenues generated from the Incentive Property, ten percent (10%) of such Park Revenues shall be allocated to the Jasper County Commercial Development Fund for such uses as provided in Jasper County’s annual budget. After making provision for such allocation, the remaining 90% of the Park Revenues generated from the Incentive Property shall be allocated among the Member Counties as follows:

- 94% to Jasper County
- 1% to Allendale County
- 1% to Bamberg County
- 1% to Barnwell County
- 1% to Beaufort County
- 1% to Colleton County
- 1% to Hampton County

Provided, however, that if any of the Counties chooses not to become a Member County to this Agreement or withdraws as a Member County from this Agreement, the percentage of Park Revenues allocated to such County pursuant to this paragraph (i) shall be allocated entirely to Jasper County.

(ii) With respect to Park Revenues generated from the Non-Incentive Property, 100% to Jasper County; all such Park Revenues to be distributed in accordance with **Section 7** hereof.

(B) Any payment from Jasper County to the other Member Counties of such other Member Counties’ allocable share of Park Revenues: (i) shall be made no later than thirty (30) days following the end of the calendar quarter in which Jasper County receives such Park Revenues; and (ii) shall be accompanied by a statement showing the manner in which total payment and each Member County’s share were calculated. If any Park Revenues are received by Jasper County through payment by any owner, lessee, or other taxpayer made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay the other Member Counties more than such Member Counties’ share of the undisputed portion of the Park Revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation Within Each of the Counties. (A) Park Revenues generated from the Non-Incentive Property shall be paid to Jasper County and allocated to the taxing districts in whose jurisdiction such Non-Incentive Property is located by Jasper County Council ordinances enacted from time to time, and such allocation may be modified, in whole or in part, from time to time by ordinances of the Jasper County Council, all without any action or consent of the other Member Counties or such taxing districts.

(B)(i) Park Revenues generated from the Incentive Property shall be distributed to each Member County according to the proportions established by **Section 6(A)(i)** herein.

(ii) Park Revenues generated from the Incentive Property allocable to Jasper County, after making provision for the allocation of Park Revenues to the Jasper County Commercial Development Fund in accordance with **Section 6(A)(i)** herein, shall be paid to Jasper County and allocated to the taxing districts in whose jurisdiction such Non-Incentive Property is located by Jasper County Council ordinances enacted from time to time, and such allocation may be modified, in whole or in part, from time to time by ordinances of the Jasper County Council, all without any action or consent of the other Member Counties or such taxing districts.

(iii) Park Revenues generated from the Incentive Property allocable to the Member Counties other than Jasper County (the “Beneficiary Counties”) shall be distributed solely to each Beneficiary County according to the proportions established by **Section 6(A)(i)** herein.

(C) Any distribution of Park Revenues must be in accordance with applicable law, including as of the date of original execution and delivery of this Agreement, Section 4-1-170 of the Code, Article VIII, Section 13(D) of the Constitution of South Carolina, and *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001). To the extent that a school district receives Park Revenues, then the Park Revenues received by such school district shall be divided on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

8. Negotiated Fee in Lieu of Ad Valorem Tax Arrangements. It is hereby agreed that each Member County is entitled to have heretofore entered or to hereafter enter into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Title 4, Chapter 29 or Chapter 12 of the Code, or Title 12, Chapter 44 of the Code, or any successor or comparable statutes, with respect to property located in the Park and within the boundaries of such Member County with the terms of the fee-in-lieu-of-tax arrangements being at such Member County’s sole discretion.

9. Assessed County Valuation. For the purpose of calculating bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability of school districts of Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to each Member County shall be identical to the percentage established for the allocation of Park Revenues to each Member County pursuant to **Sections 6 and 7** herein.

10. Governing Laws and Regulations. In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of Jasper County will be the reference for such regulations or laws in connection with the Park premises. Nothing

herein shall be taken to supersede any applicable municipal, state, or federal law or regulation. Jasper County is specifically authorized to adopt restrictive covenants and land use requirements for the Park at Jasper County's sole discretion in accordance with law. The ordinances of the other Member Counties shall in no way apply to Park property located in Jasper County.

11. South Carolina Law Controlling. This Agreement shall be governed by, and construed in accordance with, South Carolina law.

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

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

14. Additional Parties. This Agreement may be amended from time to time to add as parties hereto additional counties or other political subdivisions located within South Carolina or outside of South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code. In the event that such additional party will be allocated Park Revenues solely from Jasper County's allocable portion of Park Revenues under **Sections 6(A)** and **7** hereof, the amendment to this Agreement to add such additional party requires only the approval by ordinance of the Jasper County Council. In the event of the admission of additional parties hereto which will result in any other allocation of Park Revenues to such additional party, the amendment to this Agreement to admit such additional party shall require the approval by ordinances or comparable action of the governing body of each Member County. In such event, **Sections 6** and **7** hereof shall be amended by approval of all Member Counties to provide for the sharing of Park Revenues.

15. Termination; Withdrawal of Member Counties.

(A) In the event that the Park is enlarged to include additional property in accordance with **Section 3** hereof, the ordinance of Jasper County and the resolutions of the other Member Counties that approve such enlargement of the Park may include additional limitations on the termination of this Agreement with respect to such additional property.

(B) Except as otherwise provided in **Section 15(A)** of this Agreement, this Agreement may be terminated by ordinances (or comparable action) of the governing bodies of all of the Member Counties.

(C) Except as otherwise provided in **Section 15(A)** of the Agreement, this Agreement may be terminated by an ordinance enacted by the Jasper County Council.

(D) Any Member County may terminate all of its rights hereunder and withdraw from this Agreement by providing to each other Member County (i) written notice of its intention to withdraw from this Agreement at least 45 days prior to the effective date of such withdrawal and (ii) a certified copy of the ordinance (or comparable action) of its governing body terminating all

of such Member County's rights hereunder. The withdrawing Member County agrees to pay all costs and expenses incurred by the other Member Counties in connection with its withdrawal from this Agreement. Such termination and withdrawal of any Member County shall not result in the termination of this Agreement to the remaining Member Counties so long as there are at least two Member Counties remaining as parties to this Agreement.

16. Effective Date of this Agreement.

This Agreement shall become effective as of the date upon which the first Member County that is located contiguous to Jasper County enacts an ordinance approving the creation of the Park and this Agreement. In the event that any County named in the first paragraph of this Agreement does not enact an ordinance approving the creation of the Park and this Agreement by the first anniversary of the effective date of this Agreement, this Agreement shall be deemed amended to remove all references to such County herein.

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

JASPER COUNTY, SOUTH CAROLINA

Effective date of approving ordinance: _____, 2018

By: _____
Chairman of County Council
Jasper County, South Carolina

[SEAL]

Attest:

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

ALLENDALE COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Allendale County, South Carolina

[SEAL]

Attest:

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

BAMBERG COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Bamberg County, South Carolina

[SEAL]

Attest:

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

BARNWELL COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Barnwell County, South Carolina

[SEAL]

Attest:

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

BEAUFORT COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Beaufort County, South Carolina

[SEAL]

Attest:

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

COLLETON COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Colleton County, South Carolina

[SEAL]

Attest:

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

HAMPTON COUNTY, SOUTH CAROLINA

Effective date of
approving ordinance:
_____, 2018

By: _____
Chairman of County Council
Hampton County, South Carolina

[SEAL]

Attest:

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

EXHIBIT A

JASPER COUNTY PARK PROPERTY

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30, 2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

TOGETHER with the perpetual, exclusive, appurtenant and relocatable easement for a transportation and utility corridor as provided for in the Intergovernmental Agreement, dated January 27, 2008 (the "Intergovernmental Agreement"), among the Department of Transportation, State of Georgia a/k/a the Georgia Department of Transportation, and the Georgia Ports Authority, and the South Carolina State Ports Authority, said easement, and the terms and conditions of same, more particularly described in the Intergovernmental Agreement which easement may be relocated pursuant to Section 2(e) and 2(f) of the Intergovernmental Agreement.

ORDINANCE 2018 / ___

AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO CLARIFY THE “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND.

WHEREAS, the Beaufort County Disabilities and Special Needs Board (BCDSNB) is a governmental agency established by Beaufort County Council; and

WHEREAS, the mission of the BCDSNB is “to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community”; and

WHEREAS, the South Carolina Department of Disabilities and Special Needs encourages its providers for the sake of prudent financial sources to participate in the forgivable loan program through the SC Housing Trust Fund of the South Carolina State Housing Finance and Development Authority; and

WHEREAS, BCDSNB has applied for such participation for the next two fiscal years (FY18-19 and FY19-20); and

WHEREAS, the South Carolina State Housing Trust Fund requires that funding provided by the trust fund be restricted and that no employee, agent, consultant, Board member or officer of the BCDSNB benefit financially from the grant funds; and

WHEREAS, the County’s enabling ordinance provides a “no benefit” provision, however it lacks specific language that would satisfy the requirements of the South Carolina Housing Trust Fund; and

NOW, THEREFORE, BE IT ORDAINED by the Beaufort County Council, that Section 46-92 paragraph (c) of the Beaufort County Code of Ordinances is hereby amended by adding the following text:

“No employee, agent, consultant, Board member or officer of the Beaufort County Disabilities and Special Needs Department may obtain a financial interest or benefit from the South Carolina State Housing Finance and Development Authority program, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder during one’s tenure, or for one (1) full year thereafter. Nor shall an immediate family member or business associate of an employee agent, consultant, Board member or officer, or any organization which employs or is about to employ such employee, agent, consultant, Board member or officer, obtain

a financial interest or benefit from the transaction or contract of the Beaufort County Disabilities and Special Needs Department related to participation in any South Carolina State Housing Finance and Development Authority program.”

Adopted on the ___ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading, By Title Only: July 23, 2018
Second Reading:
Public Hearing:
Third and Final Reading:

ORDINANCE 2018 / ____

AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO PROVIDE THAT APPOINTMENTS OF BOARD MEMBERS SHALL BE BY THE GOVERNOR.

WHEREAS, the Beaufort County Disabilities and Special Needs Board (BCDSNB) is a governmental agency established by Beaufort County Council; and

WHEREAS, the mission of the BCDSNB is “to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community”; and

WHEREAS, the current enabling ordinance provides for appointments of BCDSNB members by the Beaufort County Council; and

WHEREAS, S.C. Code §44-20-375 provides that appointment of County boards of disabilities and special needs be by the Governor and not by Beaufort County Council.

NOW, THEREFORE, BE IT ORDAINED, that Beaufort County Code of Ordinances Section 46-92(a) be amended to delete paragraph (a) and substitute in its place and stead the following:

“(a) The membership of the Board shall be at least seven (7) members, but not more than eleven (11), and shall be nominated by Beaufort County Council and appointed by the Governor pursuant to S.C. Code Ann. Section 44-20-375.”

Adopted on the ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

Human Services Alliance

Community Services Grant Recommendations

Community Services Committee
August 20, 2018



A circular graphic composed of many small, stylized human figures in various colors (red, blue, green, yellow, brown, pink) holding hands to form a ring. In the center of this ring is a large, solid light-green circle. The text is overlaid on this central circle.

Purpose of the Grant Process

Promote and sustain activities that improve the quality of life for all Beaufort County residents.



FY19 Review Process

- Received **24** applications with **2** ongoing commitments.
- Evaluated by a diverse volunteer panel of **community professionals**.
- Applications evaluated on their own merit using a **competitive process**.



Highlights from FY18

Thanks to County Council's support:

- Over 700 low-income patients were able to receive medical treatment through our community's network of volunteer clinics.
- Over 3,000 Beaufort County children received dental screenings and treatment.
- Nearly 3,500 at-risk children and their families received the support they needed to be successful.

FY19 Grant Recommendations

AccessHealth Lowcountry**	\$19,500
Alliance Match Funding***	\$15,000
Beaufort County Community Relations Council**	\$5,000
Beaufort County Early Childhood Coalition**	\$25,000
Beaufort Jasper Economic Opportunity Commission	\$5,000
Bluffton Jasper Volunteers in Medicine	\$20,000
Bluffton Self-Help	\$20,000
Born to Read	\$2,000
Child Abuse Prevention Association	\$22,000

* **Established Agreement with Beaufort County**

** ***Together for Beaufort County (T4BC) Coalition***

*** **Account administered by United Way of the Lowcountry**

FY19 Grant Recommendations

Community Services Organization**	\$12,000
Family Promise of Beaufort County	\$7,500
Good Neighbor Free Medical Clinic	\$20,000
HELP of Beaufort	\$15,000
Hopeful Horizons	\$37,000
Lowcountry Affordable Housing Coalition **	\$7,000
Lowcountry Food Bank	\$5,000
LowCountry Habitat for Humanity	\$10,000
Lowcountry Legal Volunteers	\$25,000

* Established Agreement with Beaufort County

** *Together for Beaufort County (T4BC) Coalition*

*** Account administered by United Way of the Lowcountry

FY19 Grant Recommendations

Memory Matters	\$5,000
Neighborhood Outreach Connection	\$24,500
Ronald McDonald Care Mobile Unit*	\$19,000
Second Helpings	\$12,000
T4BC Administration***	\$10,000
The Literacy Center	\$15,500
United Way of the Lowcountry*	\$25,000
Volunteers in Medicine – Hilton Head Island	\$15,000

* Established Agreement with Beaufort County

** Together for Beaufort County (T4BC) Coalition

*** Account administered by United Way of the Lowcountry



Examples of Planned Activities for FY19

- **Providing evidence-based nutrition and cooking classes to mothers and children eligible for SNAP benefits throughout the community.**
- **Enhancing cross-sectoral, multidisciplinary civic engagement activities.**
- **Providing outreach and support services to low-income, at-risk children and families.**



Together *for* Beaufort County

One COUNTY. *One* FUTURE.

Questions?



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilwoman Alice Howard, Chairman, Community Services Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: Sole Source Purchase
Lowcountry Regional Transportation Authority (LRTA), North of the Broad, Department of Disabilities & Special Needs (DSN)

DATE: 08/08/2018

BACKGROUND:

The Purchasing Department received a request from the Department of Disabilities and Special Needs (DSN) to approve a sole source contract for transportation services. The total amount requested of \$150,000 reflects the contract rate of \$4640.00 for the first 4000 miles and \$0.43 cents for each mile thereafter.

VENDOR INFORMATION:

LRTA (dba Palmetto Breeze)

COST:

\$150,000

Insert Addition Vendor Info.

FUNDING:

CONTRACT AGREEMENT

This agreement is entered into by and between the Lowcountry Regional Transportation Authority (hereinafter referred to as the "LRTA") d/b/a Palmetto Breeze and the Beaufort County Disabilities and Special Needs Department (hereinafter referred to as "Beaufort County DSN") under the County Council of Beaufort County, South Carolina.

TERM

By mutual agreement of both parties, the Purchase of Service Contract for Transit Services shall be deemed effective July 1, 2018 and shall continue until midnight on June 30, 2019. Additional years may be added as mutually agreed by both parties.

TERMINATION OF CONTRACT

Beaufort County DSN and/or LRTA may terminate this contract for any reason provided a fourteen (14) day written notice is provided via certified mail.

COMPENSATION

Beaufort County Disabilities and Special Needs Department is seeking transportation services for disabled persons on fixed routes from passengers' homes to the Beaufort County DSN center with a return trip home. Individuals will require transportation services to and from the center Monday through Friday.

Logistics

Clients will be picked up beginning at 7:00 a.m. and will arrive at the center at approximately 8:00 a.m. Passengers will depart the center at approximately 2:30 p.m. for the return trip home. Passengers will be returned home approximately by 3:15 p.m. It is anticipated that this route will take approximately three (3) hours a day. Service will be provided approximately 250 business days a year excluding holidays and staff training days as designated by Beaufort County DSN. Approximately eleven (11) individuals requiring this transportation services reside throughout the Burton area.

At present, there are no clients requiring a wheel chair accessible vehicle. Accommodations can be made if an accessible vehicle is needed. Beaufort County DSN shall provide at least a two day notice to allow LRTA to make accommodations. The service provided will be door-to-door.

Beaufort County DSN shall provide passenger information including passenger name, address, and home phone number. All passenger information received is confidential. All eligible passengers must be authorized by Beaufort County DSN. Additions and/or deletions to the approved passenger list will also be provided to the LRTA. Clients outside of the Burton area shall not be added to this route. **Special trips that require the use of a motorcoach will be required to be back to the LRTA Bluffton office by 5:00 PM.**

Fee Schedule

The fee shall be a flat rate of \$4,640 up to 4,000 passenger miles per month. Passenger miles over 4,000 a month will be charged \$0.43 per passenger mile.

Cancellations should be provided a minimum of two-hours in advance of pick-up. Changes to the schedule should be provided no later than 4:00 p.m. the day before the day of service. The LRTA will bill Beaufort County DSN monthly based on the above rate. Payment terms are net 30 days.

This is a purchase of service contract and financial assistance may or may not be available through the South Carolina Department of Transportation. The contract is contingent upon availability of appropriated funds. The

contract may be subject to cancellation if funds are not appropriated or otherwise made available to support continuation of services in subsequent years.

ASSUMPTIONS

The LRTA bid price is based on a fixed fee for assumed passenger miles per month not to exceed the amount noted above monthly. Passenger miles over those noted above will be billed at the rate referenced above. The LRTA will bill Beaufort County DSN on or about the tenth day of the month. The rate is based on an assumed maximum hours per day of transportation service. Changes to the hours per day of transportation service will be to be negotiated in advance of permanent schedule change.

INSURANCE

LRTA is obligated to provide the General and Professional Liability Insurance, Fidelity Insurance, and Workers Compensation Insurance to cover its employees. LRTA is obligated to provide the Automobile Liability Insurance, Building and Contents Insurance, and other types of insurance required by the RFP, the LRTA Board, and the State of South Carolina.

TRAINING

Vehicle Operators employed by Palmetto Breeze provided under this contract agreement shall undergo the same or similar training requirements as the Beaufort Count DSN vehicle operators.

In witness whereof, the parties have executed this agreement as indicated below:

Beaufort County Disabilities and Special Needs Department

By: William Love 4/13/18
William Love, Executive Director Date

Witness: [Signature]

County Council of Beaufort County, SC

By: [Signature]
Joshua Gruber, Assistant County Administrator

Witness: Cheryl Harris

Lowcountry Regional Transportation Authority

By: Richard Hamilton
Richard Hamilton, Chairman of the Board

Witness: Margaret Shapiro

CONTRACT AGREEMENT

This agreement is entered into by and between the Lowcountry Regional Transportation Authority (hereinafter referred to as the "LRTA") d/b/a Palmetto Breeze and the Beaufort County Disabilities and Special Needs Department (hereinafter referred to as "Beaufort County DSN") under the County Council of Beaufort County, South Carolina.

TERM

By mutual agreement of both parties, the Purchase of Service Contract for Transit Services shall be deemed effective July 1, 2018 and shall continue until midnight on June 30, 2019. Additional years may be added as mutually agreed by both parties.

TERMINATION OF CONTRACT

Beaufort County DSN and/or LRTA may terminate this contract for any reason provided a fourteen (14) day written notice is provided via certified mail.

COMPENSATION

Beaufort County Disabilities and Special Needs Department is seeking transportation services for disabled persons on fixed routes from passengers' homes to the Beaufort County DSN center with a return trip home. Individuals will require transportation services to and from the center Monday through Friday.

Logistics

Clients will be picked up beginning at 6:30 a.m. and will arrive at the center at approximately 8:00 a.m. Passengers will depart the center at approximately 2:30 p.m. for the return trip home. Passengers will be returned home approximately by 4:00 p.m. It is anticipated that this route will take approximately four (4) hours a day. Service will be provided approximately 250 business days a year excluding holidays and staff training days as designated by Beaufort County DSN. Approximately eleven (11) individuals requiring this transportation service reside throughout the St. Helena area.

At present, there are no clients requiring a wheel chair accessible vehicle. Accommodations can be made if an accessible vehicle is needed. Beaufort County DSN shall provide at least a two day notice to allow LRTA to make accommodations. The service provided will be door-to-door.

Beaufort County DSN shall provide passenger information including passenger name, address, and home phone number. All passenger information received is confidential. All eligible passengers must be authorized by Beaufort County DSN. Additions and/or deletions to the approved passenger list will also be provided to the LRTA. Clients outside of the Burton area shall not be added to this route. **Special trips that require the use of a motorcoach will be required to be back to the LRTA Bluffton office by 5:00 PM.**

Fee Schedule

The fee per month is: \$3,750.00 up to 6,000 passenger miles per month. Passenger miles over 6,000 a month will be charged \$0.43 per passenger mile.

Cancellations should be provided a minimum of two-hours in advance of pick-up. Changes to the schedule should be provided no later than 4:00 p.m. the day before the day of service. The LRTA will bill Beaufort County DSN monthly based on the above rate. Payment terms are net 30 days.

This is a purchase of service contract and financial assistance may or may not be available through the South Carolina Department of Transportation. The contract is contingent upon availability of appropriated funds. The

contract may be subject to cancellation if funds are not appropriated or otherwise made available to support continuation of services in subsequent years.

ASSUMPTIONS

The LRTA bid price is based on a fixed fee for assumed passenger miles per month not to exceed the amount noted above monthly. Passenger miles over those noted above will be billed at the rate referenced above. The LRTA will bill Beaufort County DSN on or about the tenth day of the month. The rate is based on an assumed maximum hours per day of transportation service. Changes to the hours per day of transportation service will be to be negotiated in advance of permanent schedule change.

INSURANCE

LRTA is obligated to provide the General and Professional Liability Insurance, Fidelity Insurance, and Workers Compensation Insurance to cover its employees. LRTA is obligated to provide the Automobile Liability Insurance, Building and Contents Insurance, and other types of insurance required by the RFP, the LRTA Board, and the State of South Carolina.

TRAINING

Vehicle Operators employed by Palmetto Breeze provided under this contract agreement shall undergo the same or similar training requirements as the Beaufort Count DSN vehicle operators.

In witness whereof, the parties have executed this agreement as indicated below:

Beaufort County Disabilities and Special Needs Department

By: William J. Yam 4/13/18
William Love, Executive Director / Date

Witness: _____

County Council of Beaufort County, SC

By: [Signature]
Joshua Gruber, Interim County Administrator

Witness: (Clay) Harris

Lowcountry Regional Transportation Authority

By: [Signature]
Richard Hamilton, Chairman of the Board

Witness: Manjoun Grayson



RECEIVED

JUN 07 2018

OFFICE OF THE COUNTY ATTORNEY
Post Office Drawer 1228
Beaufort, SC 29901
843.255.2025 (O) (843) 255-9414 (F)

Beaufort County Staff Attorney

New

Renewal

DOCUMENT REVIEW REQUEST APPROVAL FORM

TO BE COMPLETED BY THE REQUESTING DIVISION

Document Title: Contract Agreements

Description: Agreements between Beaufort County DSN and Lowcountry Regional Transport Authority dba Palmetto Breeze for four transportation routes.

Specific Concerns About Document: none

Sent to Legal for Review On: 6/7/18 Need By: 6/15/18
(Insert Date) (Insert Date)

Preferred Method of Return to Requesting Department/Division:
(x) Interoffice Mail () Email () Contact Requestor to Pick-up Approved Document(s)

Requesting Division/Department: Beaufort County Disabilities and Special Needs

Contact Information: Beth Cody, Fiscal Operations Manager Phone #: 843-255-6298
(Name/Title)

Email Address: bcody@bcgov.net

LEGAL DEPARTMENT USE ONLY

Legal Office Received On: 6-7-18 Received By: Kathy L. Carter
(Date) (Name of Legal Staff Member)

LEGAL REVIEW FINDINGS

Reviewed By: [Signature] Approved: YES or NO
(Signature of Legal Staff)

Additional Comments to Approval or Rejection: _____

INTERIM COUNTY ADMINISTRATOR APPROVAL

[Signature]
Joshua Gruber, Interim County Administrator

6-11-18
(Date)


GL Account #24420011-51230, Disabilities and Special Needs Adult Services– Transportation
The expenditures are funded by DSN program dollars including federal and state Medicaid funds.

Funding approved: Yes By: aholland Date: 08/13/2018

FOR ACTION: Community Services Committee meeting occurring August 20, 2018.

RECOMMENDATION:

The Purchasing Department recommends that the Community Services Committee approves and recommends to County Council the contr

Attachment:  DSN NOB Contracts LRTA.pdf
957.66 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 08/13/2018

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 08/13/2018

Monica Spells, Assistant County Administrator, Civic Enga

Approved: Yes Date: 08/13/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

William Love, Director, Disabilities and Special Needs Divi

Approved: Yes Date: 08/13/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

CC others

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilwoman Alice Howard, Chairman, Community Services Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: Sole Source Purchase
Lowcountry Regional Transportation Authority (LRTA), South of the Broad, Department of Disabilities & Special Needs (DSN)

DATE: 08/08/2018

BACKGROUND:

The Purchasing Department received a request from the Department of Disabilities and Special Needs (DSN) to approve a sole source contract for the purchase of bus service. The total amount requested of \$125,000 reflects the contract rate of \$6396.00 for the first 7500 miles and \$0.43 cents for each mile thereafter.

VENDOR INFORMATION:

LRTA (dba Palmetto Breeze)

COST:

\$125,000

Insert Addition Vendor Info.

FUNDING:

GL Account #24420011-51230, Disabilities and Special Needs Adult Services– Transportation
 The expenditures are funded by DSN program dollars including federal and state Medicaid funds and SCDOT federal gra

Funding approved: Yes ▾ By: aholland Date: 08/13/2018

FOR ACTION: Community Services Committee meeting occurring August 20, 2018.

RECOMMENDATION:

The Purchasing Department recommends that the Community Services Committee approves and recommends to County Council the contr

Attachment:  DSN SOB Contracts LRTA.pdf
1.03 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes ▾ Date: 08/13/2018

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes ▾ Date: 08/13/2018

Monica Spells, Assistant County Administrator, Civic Enga ▾

Approved: Yes ▾ Date: 08/13/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

William Love, Director, Disabilities and Special Needs Divi ▾

Approved: Yes ▾ Date: 08/13/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

CC others

After Initial Submission, Use the Save and Close Buttons

CONTRACT AGREEMENT

This agreement is entered into by and between the Lowcountry Regional Transportation Authority (hereinafter referred to as the "LRTA") d/b/a Palmetto Breeze and Beaufort County Disabilities and Special Needs Department (hereinafter referred to as "Beaufort County DSN").

TERM

By mutual agreement of both parties, the Purchase of Service Contract for Transit Services shall be deemed effective July 1, 2018 and shall continue until midnight on June 30, 2019 or until notice is given to terminate. Additional years may be added as mutually agreed by both parties.

TERMINATION OF CONTRACT

Beaufort County DSN and/or LRTA may terminate this contract for any reason provided a fourteen (14) day written notice is provided.

COMPENSATION

Beaufort County Disabilities and Special Needs Department is seeking transportation services for disabled persons on fixed routes from passengers' homes to the Beaufort County DSN center with a return trip home. Individuals will require transportation services to and from the center Monday through Friday.

Logistics

Clients will be picked up beginning at 6:30 a.m. and will arrive at the Beaufort County DSN center at approximately 8:30 a.m. Passengers will depart the center at approximately 2:00 p.m. for the return trip home. Passengers will be returned home approximately by 4:15 p.m. It is anticipated that this route will take approximately four and $\frac{1}{4}$ (4.25) hours a day. Service will be provided approximately 250 business days a year excluding holidays and staff training days as designated by Beaufort County DSN. Approximately six (6) individuals requiring this transportation service reside throughout the Hilton Head area.

The route requires a wheel chair accessible vehicle. Beaufort County DSN shall provide at least a two day notice to allow LRTA to make accommodations. The service provided will be door-to-door. Beaufort County DSN shall provide passenger information including passenger name, address, and home phone number. All passenger information received is confidential. All eligible passengers must be authorized by Beaufort County DSN. Additions and/or deletions to the approved passenger list will also be provided to the LRTA. **Special trips that require the use of a motorcoach will be required to be back to the LRTA Bluffton office by 5:00 PM.**

Fee Schedule

The fee shall be a flat rate of \$6,396 up to 7,500 passenger miles per month. Passenger miles over 7,500 a month will be charged \$0.43 per passenger mile.

Cancellations should be provided a minimum of two-hours in advance of pick-up. Changes to the schedule should be provided no later than 4:00 p.m. the day before the day of service. The LRTA will bill Beaufort County DSN monthly based on the above rate. Payment terms are net 30 days.

This is a purchase of service contract and financial assistance may or may not be available through the South Carolina Department of Transportation. The contract is contingent upon availability of appropriated funds. The contract may be subject to cancellation if funds are not appropriated or otherwise made available to support continuation of services in subsequent years.

ASSUMPTIONS

The LRTA bid price is based on a fixed fee for assumed passenger miles per month not to exceed the amount noted above monthly. Passenger miles over those noted above will be billed at the rate referenced above. The LRTA will bill Beaufort County DSN on or about the tenth day of the month. The rate is based on an assumed maximum hours per day of transportation service. Changes to the hours per day of transportation service will be to be negotiated in advance of permanent schedule change.

INSURANCE

LRTA is obligated to provide the General and Professional Liability Insurance, Fidelity Insurance, and Workers Compensation Insurance to cover its employees. LRTA is obligated to provide the Automobile Liability Insurance, Building and Contents Insurance, and other types of insurance required by the RFP, the LRTA Board, and the State of South Carolina.

TRAINING

Vehicle Operators employed by Palmetto Breeze provided under this contract agreement shall undergo the same or similar training requirements as the Beaufort Count DSN vehicle operators.

In witness whereof, the parties have executed this agreement as indicated below:

Beaufort County Disabilities and Special Needs Department

By: Bill Love 4/13/18
Bill Love, Executive Director Date

Witness: _____

County Council of Beaufort County, SC

By: [Signature]
Joshua Gruber, Interim County Administrator

Witness: [Signature]

Lowcountry Regional Transportation Authority

By: [Signature]
Richard Hamilton, Chairman of the Board

Witness: [Signature]

CONTRACT AGREEMENT

This agreement is entered into by and between the Lowcountry Regional Transportation Authority (hereinafter referred to as the "LRTA") d/b/a Palmetto Breeze and Beaufort County Disabilities and Special Needs Department (hereinafter referred to as "Beaufort County DSN").

TERM

By mutual agreement of both parties, the Purchase of Service Contract for Transit Services shall be deemed effective July 1, 2018 and shall continue until midnight on June 30, 2019 or until notice is given to terminate. Additional years may be added as mutually agreed by both parties.

TERMINATION OF CONTRACT

Beaufort County DSN and/or LRTA may terminate this contract for any reason provided a fourteen (14) day written notice is provided.

COMPENSATION

Beaufort County Disabilities and Special Needs Department is seeking transportation services for disabled persons on fixed routes from passengers' homes to the Beaufort County DSN center with a return trip home. Individuals will require transportation services to and from the center Monday through Friday. A second route will take disabled persons on fixed routes from the passengers' homes to the Goodwill center in Bluffton with a return trip home.

Logistics

Clients will be picked up beginning at 7:30 a.m. and will arrive at the Goodwill center at approximately 9:30 a.m. Passengers will depart the center at approximately 2:00 p.m. for the return trip home. Passengers will be returned home approximately by 3:30 p.m. It is anticipated that this route will take approximately three and ½ (3.5) hours a day. Service will be provided approximately 250 business days a year excluding holidays and staff training days as designated by Beaufort County DSN. Approximately seven (7) individuals requiring this transportation services reside throughout the Bluffton area.

Presently there are no clients requiring a wheel chair accessible vehicle for the route. Accommodations can be made if an accessible vehicle is needed. Beaufort County DSN shall provide at least a two day notice to allow LRTA to make accommodations. The service provided will be door-to-door. Beaufort County DSN shall provide passenger information including passenger name, address, and home phone number. All passenger information received is confidential. All eligible passengers must be authorized by Beaufort County DSN. Additions and/or deletions to the approved passenger list will also be provided to the LRTA. **Special trips that require the use of a motorcoach will be required to be back to the LRTA Bluffton office by 5:00 PM.**

Fee Schedule

The fee shall be a flat rate of \$3,760 per month up to 4,000 passenger miles per month. Passenger miles over 4,000 a month will be charged \$0.43 per passenger mile.

Cancellations should be provided a minimum of two-hours in advance of pick-up. Changes to the schedule should be provided no later than 4:00 p.m. the day before the day of service. The LRTA will bill Beaufort County DSN monthly based on the above rate. Payment terms are net 30 days.

This is a purchase of service contract and financial assistance may or may not be available through the South Carolina Department of Transportation. The contract is contingent upon availability of appropriated funds. The contract may be subject to cancellation if funds are not appropriated or otherwise made available to support continuation of services in subsequent years.

ASSUMPTIONS

The LRTA bid price is based on a fixed fee for assumed passenger miles per month not to exceed the amount noted above monthly. Passenger miles over those noted above will be billed at the rate referenced above. The LRTA will bill Beaufort County DSN on or about the tenth day of the month. The rate is based on an assumed maximum hours per day of transportation service. Changes to the hours per day of transportation service will be to be negotiated in advance of permanent schedule change.

INSURANCE

LRTA is obligated to provide the General and Professional Liability Insurance, Fidelity Insurance, and Workers Compensation Insurance to cover its employees. LRTA is obligated to provide the Automobile Liability Insurance, Building and Contents Insurance, and other types of insurance required by the RFP, the LRTA Board, and the State of South Carolina.

TRAINING

Vehicle Operators employed by Palmetto Breeze provided under this contract agreement shall undergo the same or similar training requirements as the Beaufort Count DSN vehicle operators.

In witness whereof, the parties have executed this agreement as indicated below:

Beaufort County Disabilities and Special Needs Department

By: Bill Love 4/13/18
Bill Love, Executive Director Date

Witness: [Signature]

County Council of Beaufort County, SC

By: [Signature]
Joshua Gruber, Interim County Administrator

Witness: [Signature]

Lowcountry Regional Transportation Authority

By: [Signature]
Richard Hamilton, Chairman of the Board Date

Witness: [Signature]



RECEIVED

JUN 07 2018

OFFICE OF THE COUNTY ATTORNEY
Post Office Drawer 1228
Beaufort, SC 29901
843.255.2025 (O) (843) 255-9414 (F)

Beaufort County Staff Attorney

New

Renewal

DOCUMENT REVIEW REQUEST APPROVAL FORM

TO BE COMPLETED BY THE REQUESTING DIVISION

Document Title: Contract Agreements

Description: Agreements between Beaufort County DSN and Lowcountry Regional Transport Authority dba Palmetto Breeze for four transportation routes.

Specific Concerns About Document: none

Sent to Legal for Review On: 6/7/18 Need By: 6/15/18
(Insert Date) (Insert Date)

Preferred Method of Return to Requesting Department/Division:
(x) Interoffice Mail () Email () Contact Requestor to Pick-up Approved Document(s)

Requesting Division/Department: Beaufort County Disabilities and Special Needs

Contact Information: Beth Cody, Fiscal Operations Manager Phone #: 843-255-6298
(Name/Title)

Email Address: bcody@bcgov.net

LEGAL DEPARTMENT USE ONLY

Legal Office Received On: 6-7-18 Received By: Kathy L. Carter
(Date) (Name of Legal Staff Member)

LEGAL REVIEW FINDINGS

Reviewed By: [Signature] Approved: YES or NO
(Signature of Legal Staff)

Additional Comments to Approval or Rejection: _____

INTERIM COUNTY ADMINISTRATOR APPROVAL

[Signature]
Joshua Gruber, Interim County Administrator

6-11-18
(Date)

ORDINANCE NO. 2018/____

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “Code”), and the results of a referendum held in accordance therewith, the County Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for fire protection service benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to the provisions of Title 4, Chapter 19 of the Code (the “Act”), the County Council has, among other powers, the power: (1) To designate the areas of the County where fire protection service may be furnished by the County under the Act; and (2) To levy and collect ad valorem taxes without limit as to rate or amount upon all taxable property in the service area where fire protection services are furnished to effect the payment of principal and interest on all bonds issued pursuant to the Act or required for the maintenance and operation of the fire protection system.

(g) Pursuant to the provisions of Ordinance No. 2013/6 enacted by the County Council, the County created the “Bluffton Township Fire District” or the “Fire District.” As such, the Bluffton Township Fire District is a special taxing district.

(h) Pursuant to this Ordinance, the County Council is providing for the levy and collection of an annual ad valorem tax within the Bluffton Township Fire District (the “Fire District”) which will be sufficient to provide for the payment of the principal and interest on the Bonds (hereinafter defined).

(i) In order to continue to provide fire protection services in the Fire District, there is a need to construct and equip two (2) new fire stations and renovate an existing facility in the Fire District (the “Project”).

(j) It is necessary and in the best interest of the County and the residents of the Fire District for the County Council to provide for the issuance and sale of not to exceed \$6,000,000 limited general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the “State”), the proceeds of which will be used: (i) to defray the cost of the Project; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorizations and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued limited general obligation bonds of the County in the amount of not to exceed \$6,000,000 to obtain funds for the purposes mentioned in Section 1(j) above which shall be designated “\$6,000,000 (or such lesser amount issued) Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B (or such other appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”).

The Bonds shall be issued as fully-registered bonds; shall be dated as of their date of delivery; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest at such times as hereafter designated by the Interim County Administrator or his/her lawfully-authorized designee (the “Administrator”) at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

Regions Bank, Atlanta, Georgia, shall serve as registrar and paying agent (the “Registrar/Paying Agent”) for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

The Administrator may delegate some or all of the duties and responsibilities assigned to him in this Ordinance to a member of County staff or the Fire Chief of the Fire District.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his or her duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of the Bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly-destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for the Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, pursuant to Section 12 of Article X of the Constitution, the Act and this Ordinance, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Fire District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Island Packet and The Beaufort Gazette, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum Provisions. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the Administrator is authorized to have published in a newspaper of general circulation in the County the notice in substantially the same form as attached hereto as Exhibit B.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the

“IRC”) and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the County shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of this Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 15. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days for the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the County.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Beaufort County Treasurer and used to pay costs of the Project and costs of issuance of the Bonds, except that the premium, if any, shall be deposited into the sinking fund for the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys

or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 20. Repeal of Ordinance No. 2018/10. County Council hereby repeals Ordinance No. 2018/10 in its entirety which authorized the issuance and sale of not to exceed \$4,150,000 Limited General Obligation Bonds of the County for the benefit of the Fire District previously enacted by County Council on March 12, 2018.

SECTION 21. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and Hilltop Securities, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

ATTEST:

Clerk, County Council

Date of First Reading: July 23, 2018
Date of Second Reading:
Date of Public Hearing
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
BEAUFORT COUNTY
(BLUFFTON TOWNSHIP FIRE DISTRICT)
LIMITED GENERAL OBLIGATION BOND
SERIES 2018B

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____, in _____, _____ (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable _____ 1, _____ and semiannually thereafter on _____ 1 and _____ 1 of each year, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance of the County authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District (the "Fire District").

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating _____ and no/100 Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ enacted by the County Council on _____, 2018 (the "Ordinance").

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County does not

exceed the applicable limitation of indebtedness under the laws of the State; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of County Council and attested by the facsimile signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Ordinance of Beaufort County, South Carolina.

_____,
as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(state)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Transferee) _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to this assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving legal opinion to be rendered shall accompany each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk of the County Council of the County. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of the Bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds, and a copy of which is on file with Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on _____, 2018.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Limited General Obligation Bonds (Bluffton Township Fire District) of Beaufort County, South Carolina, in the principal amount of not to exceed \$6,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) constructing and equipping two (2) new fire stations and renovating an existing facility in the Bluffton Township Fire District; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property in the Bluffton Township Fire District sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), on _____, 2018, enacted an ordinance entitled "ORDINANCE NO. _____ AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$6,000,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO AND REPEALING ORDINANCE NO. 2018/10 (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$6,000,000 Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B (the "Bonds") of the County.

The proceeds of the Bonds will be used: (a) to defray the cost of constructing and equipping two (2) new fire stations and renovating an existing facility in the Bluffton Township Fire District; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws, 1976, as amended, shall not be applicable to the Ordinance. The intention to seek a referendum must be filed within twenty (20) days following the publication of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ LIMITED GENERAL OBLIGATION BONDS
(BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B
BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the “County”), until 11:00 a.m, South Carolina time, on _____, _____, 2018, at which time said proposals will be publicly opened for the purchase of \$ _____ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B, of the County (the “Bonds”).

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849 5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2018; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: [TO BE PROVIDED]

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than two percent (2%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2018 in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Chad Cowan, Director, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3454, e-mail: chad.cowan@hilltopsecurities.com

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$ _____ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$ _____ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B Beaufort County, South Carolina, dated _____, 2018.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2019, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than

the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements of the Bluffton Town Fire District (the "Fire District"), which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the Fire District;
- (d) Market Value/Assessment Summary of taxable property in the Fire District;
- (e) Tax rates for the Fire District;
- (f) Tax collections for Fire District; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for the Fire District.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of

reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Interim County Administrator

Dated: _____, 2018

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina
Name of Issue: \$_____ Limited General Obligation Bonds (Bluffton
Township Fire District), Series 2018B, Beaufort County, South Carolina
Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA

2018 /

TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G,
DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN
TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE
ISLAND PLAN

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Comprhensive Plan of Beaufort County, South Carolina. The pages are attached hereto and incorporated herein.

Adopted this ___ day of ____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



*THE
DAUFUSKIE
ISLAND
PLAN*

May, 2018





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In compliance with the South Carolina planning legislation, South Carolina statute 6-29-510(A) for local governments, the Daufuskie Island Comprehensive Plan was prepared through a collaborative and coordinated community effort. The Project Advisory Committee and members of the community participated in workshops, public meetings, and surveys throughout the process and devoted countless hours of effort in the development of the plan. This intensive level of effort by members of the community ensures that the plan aligns with the community's vision for the future.

This plan was also developed in full coordination with Beaufort County planning staff and has been developed to be consistent with the County planning process and existing Comprehensive Plan.



DAUFUSKIE ISLAND COUNCIL
RESOLUTION

A RESOLUTION TO ACCEPT AND TRANSMIT THE DAUFUSKIE ISLAND MASTER PLAN UPDATE AND THE DAUFUSKIE ISLAND PLAN CODE UPDATE

WHEREAS, the Daufuskie Island Council and the Daufuskie Island Council's Committee on the Daufuskie Island Plan and Code have completed the update to the existing Daufuskie Island Plan and Code; and

WHEREAS, the documents were prepared according to the requirements found in the South Carolina Local Government Comprehensive Planning Enabling Act and consistent with the Beaufort County Comprehensive Plan and Community Development Code; BE IT THEREFORE

RESOLVED, that the Daufuskie Island Council does accept and hereby transmit the updated Daufuskie Island Master Plan and Daufuskie Island Code to Beaufort County for review and adoption.

BY: Deborah Smith

Deborah Smith, Chairperson

DATE: May 15, 2018



Chapter One:
INTRODUCTION

CHAPTER 1: INTRODUCTION

A comprehensive plan is the guide that outlines the vision for the future of a community and includes the policies and tools for achieving that vision. South Carolina legislation requires the existence and periodic update of the comprehensive plan under South Carolina statute 6-29-510(A) for local governments. Although Daufuskie Island is not incorporated and is governed by Beaufort County, it is a significant and unique area, separated from the rest of the County by water. As such, it faces challenges, as well as opportunities, that are specific to the Island.

According to legislation, the comprehensive plan is required to include the following elements:

- Inventory of existing conditions
- Statement of needs and goals, including a vision statement that establishes the future desires of the community
- Implementation strategies

In addition to the elements identified above, the state planning legislation also identifies specific and relative community elements, including the requirement that the plan should be developed with broad-based community input and participation. The following elements are required to be included in the plan by statute 6-29-510(D).

- Population
 - Includes historical demographic data and characteristics and trends, which provides an understanding of the existing conditions and future potential of the area
- Economic Development
 - Includes historic data and characteristics regarding workforce, available employment and other relevant factors affecting the economy, such as tourism
- Natural Resources
 - Includes information on the environment and any unique assets or resources within the community
- Cultural Resources
 - Includes information on historic structures and other community features that relate to the cultural aspects of the community
- Community Facilities
 - Includes data and information on community infrastructure, assets and services
- Housing
 - Includes data and information of existing housing stock and characteristics

- Land Use
 - Includes considerations of the development characteristics and land use categories
- Transportation
 - Includes information regarding existing and planned multimodal transportation facilities and infrastructure
- Priority Investment
 - Includes the action plan for implementation of recommendations

The state legislation also requires the periodic update of the comprehensive plan. These updates may occur as often as needed for specific elements to address changing conditions, however a full evaluation of the comprehensive plan should occur every five years. With the South Carolina planning legislation having been in place for decades, there is a recognition and local planning is a critical element in meeting the interests of the State.

The foundation of the plan should be fact-based information that enables tracking of policy implementation within the community, as well as the creation of a stable environment for business and industry, property owners, and members of the community. The plan provides communities with the tools to implement focused economic development strategies and initiatives that ultimately support the local vision for the future as well as the state's role.

The minimum planning standards and procedures for comprehensive plans incorporate the existing conditions within the community, the identification of needs and goals, and implementation strategies that support communities in meeting their aspirational goals. The development of the existing Daufuskie Island Plan and Code began as a citizen-driven process in 2005 focused on Beaufort County's Community Preservation initiative. The planning effort encompassed numerous committee and community meetings and a charrette in 2007. The planning process culminated in the completion of the Plan and Code in 2009 and final adoption by Beaufort County in 2010. In light of length of time since the adoption and the changing economic and development conditions, the Daufuskie Island Council initiated a plan review and update.

This plan update was completed within the framework of the state planning requirements and in full coordination with Beaufort County. This approach was designed to ensure that the updated Daufuskie Island Plan is better aligned with the Beaufort County planning efforts and provides a springboard for implementation of the recommendations and strategies.

The Daufuskie Island Council undertook this plan update in 2017. A Council Subcommittee was formed to lead the update of the existing plan and included both elected members of the council, as well as members of the community. This Council Subcommittee served as the



Project Advisory Committee, or Steering Committee, for the update throughout the process and provided guidance and direction during the planning process. During the plan development, Daufuskie Island Council elections were held, which resulted in some changes in the committee membership. Members of the Council subcommittee for the plan update are found in Table 1.

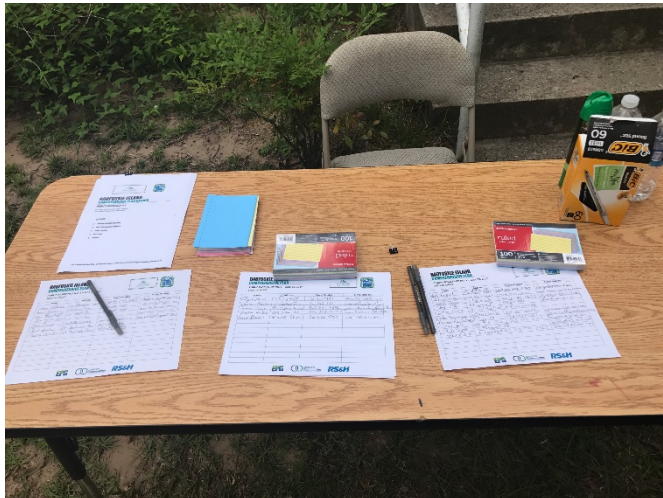
TABLE 1. DAUFUSKIE ISLAND COUNCIL SUBCOMMITTEE/PLAN PROJECT ADVISORY COMMITTEE MEMBERS

Deborah Smith, Committee Chair	Member, Daufuskie Island Council
Darnell Brawner / Erin Quinn	Member, Daufuskie Island Council
Sallie Ann Robinson	Member, Daufuskie Island Council
John Schartner	Member, Daufuskie Island Council
Leann Coulter	Community Member
Martha Hutton	Community Member
Andy Mason	Community Member
Geof Jenkins	Community Member





Chapter Two:
**COMMUNITY
PARTICIPATION**



CHAPTER 2: COMMUNITY PARTICIPATION

Community engagement and participation is the foundation of the development of a community plan. The engagement process must be broad-based and inclusive, educational and informative, and provide numerous opportunities for citizen participation and feedback. This planning effort for the update of the Daufuskie plan included numerous opportunities for feedback, including community workshops, public meetings, community surveys, and individual input from citizens. The following describes the participation and input process for the plan development.

Government Coordination

Because Daufuskie Island is not incorporated and ultimately governed by Beaufort County, the coordination with County planning staff throughout the planning process was critical. In addition, status updates were provided to the pertinent Beaufort County committees and planning commission.

May 11, 2017: Beaufort County Coordination Meeting

The project team and PAC chairperson met with the Beaufort County Planning staff to provide an overview of the planning process and plan update. This meeting ensured the coordination from the beginning of the update process with the County staff and also provided the County with the opportunity to provide feedback and input on the proposed plan update.

June 5, 2017: Beaufort County Planning Commission

The project team provided a presentation to the Beaufort County Planning Commission at the regularly scheduled meeting in June, 2017. This presentation provided the Planning Commission members with an introduction to the project team, the plan update process and the schedule. The Planning Commission is one of the County committees that will be responsible for reviewing the plan update and making a recommendation to the County Council for adoption.

June 19, 2017: Beaufort County Natural Resources Committee

The project team provided a presentation to the Beaufort County Natural Resources Committee at the regularly scheduled meeting in June, 2017. This presentation provided the Committee members with an introduction to the project team, the plan update process and the schedule. The Natural Resources Committee is one of the County committees that will be responsible for reviewing the plan update and making a recommendation to the County Council for adoption.



February 5, 2018: Beaufort County Planning Commission

The project team provided a presentation on the status of the plan update to the Beaufort County Planning Commission. The presentation included an overview of the activities to date, and update on the project schedule and the remaining steps in the plan update. The meeting was originally scheduled for January, 2018, but the meeting was cancelled due to inclement weather.

Additional Presentations

Daufuskie Island Council

The Daufuskie Island Council is the elected body that provides input to the County regarding Island issues, needs, and concerns. With the plan update initiative coming from the Council, the coordination and ongoing provision of project status and updates was also a critical element.

The Council holds its regular meetings on the third Tuesday of each month. Project team members or the Chair of the PAC provided updates regarding the development of the plan at each of these monthly meetings and were available to answer questions regarding the plan update.

Project Advisory Committee

The Daufuskie Island Council Subcommittee served as the Project Advisory Committee (PAC). This committee met regularly throughout the process to review detailed information and technical data and provided direction and guidance for moving the plan forward. The PAC meetings were open to the public and were typically very well attended by community members.

April 18, 2017:

This PAC meeting was focused on a review of the approach for the update of the plan and the designation of the Daufuskie Island Council Subcommittee as the Project Advisory Committee.

July 18, 2017:

This PAC meeting reviewed the results of the first public meeting held June 29, 2017. A review and summary of previous/existing plans, including the Conceptual Master Plan Charrette Report developed by Clemson Institute for Economic and Community Development, was completed and presented, as well as the draft vision statement, which was developed based on the results of the community workshop.



August 19, 2017:

At this meeting, the PAC reviewed the preliminary survey results, provided data and information on the identification of existing conditions, and background information and examples of character areas and development strategies

November 27, 2017:

This PAC meeting agenda included the presentation of the results from the community workshop held on October 2, 2017. This information included the draft character areas compiled from the workshop break-out groups, as well as the identified draft development strategies for each character area and the overall development strategies for the island.

January 14, 2018:

This meeting, originally scheduled for December, was postponed until January due to scheduling conflicts. This meeting included a final review of the character areas and development strategies and the results of the second community survey. The PAC also reviewed the zoning densities in the existing code.

February 18, 2018:

At this meeting, the PAC had the opportunity to review the highlights of the draft plan update and draft code update. The project team provided an overview and the draft plan posted online to provide the opportunity for a more in-depth review. The PAC also scheduled a timeframe for the next community workshop.

March 18, 2018:

At this meeting, the PAC reviewed the updated plan document. The project team provided documentation of how comments received were addressed. The draft of the updated Island Code was also presented for review, comment and feedback.

May 7, 2018:

At this meeting, the PAC reviewed the final draft of the plan and code. The project team provided documentation of how comments received were addressed. The PAC accepted the final drafts and recommended submittal to the Daufuskie Island Council for acceptance.

Community Workshops

The community workshops provided an interactive, open forum for participation and input from community members. These workshops were tailored to obtain input on specific areas of the plan and included break-out sessions and work group activities for participants. These meetings, held at Mary Fields School, each had approximately 25-35 participants.

June 29, 2017: Community Workshop # 1

The first community workshop was held on June 29th. At this workshop, a presentation providing an overview of the comprehensive planning process and schedule and a more detailed overview of the Daufuskie Plan update was provided. The attendees were divided into breakout groups for a facilitated discussion on the issues facing the island, as well as community priorities. Attendees were provided with example vision statements from other bridgeless island communities and coastal communities. Results from the breakout groups were posted and attendees used “sticky dots” to identify their top priorities. The results of the workshop were tabulated and incorporated into the first community survey.

October 2, 2017: Community Workshop # 2

The second community workshop was held on October 2nd. Originally scheduled for August 28th, the meeting was postponed due to inclement weather and high winds. At this workshop, a review of the survey results was provided, along with an overview of the existing conditions on the island. The attendees were also provided with an overview of character areas. Participants were divided into work groups, each with a map and markers. Group members identified character areas on the island, along with the defining characteristics of each identified area, as well as development strategies.

April 16, 2018: Community Workshop # 3

The third community workshop was held April 16th at the Mary Fields School. At this workshop, the draft code was reviewed in detail, as well as the draft plan. Handouts were provided for participants as well as posters placed on the walls providing information. The posters remained up, as well as handouts available, at the Daufuskie Island Council meeting held the following evening. Comments were accepted on both the plan and the code and the comment period was held through April 27th.

Surveys

In order to be as inclusive as possible, two community surveys were developed and hosted both on-line and hard copy versions. These surveys included information and ideas generated from the workshops and provided community members who were unable to attend the meetings the opportunity to provide feedback, as well as those who did attend the opportunity to provide additional input.

Survey # 1

The first survey was developed based on the results from the community workshop held on June 29, 2017. This survey, using the online survey tool, SurveyMonkey® was developed to obtain additional feedback from the community. The survey requested the following information from the respondent:



- demographic information
- island residential status
- ranking of the priorities identified for the island
- community characteristics
- top three favorite things about living on Daufuskie Island
- agreement/disagreement with the draft Island Vision

The survey was open from July 25, 2017 through August 24, 2017. Although the survey was not restricted to one response per device due to the potential for one computer serving a household with several users, the IP addresses were scanned at the completion of the survey. The scan showed there were no anomalies in the responses from each IP address. The largest multiple responses from one computer resulted from the hard copy surveys being incorporated by the project team into the online survey.

There were 368 total respondents which included both online and paper copy responses. The key findings of the survey were a focus on community character and the preservation of that character through compatibility of growth and a sustainable economy. The results also focused on the preservation of community assets, including environmental/natural resources. The top three things that respondents identified as their favorite things about Daufuskie were:

- geographic location/no bridge
- quietness
- slower pace of life.

The vast majority of respondents (89%) agreed with the draft vision statement, which is found in Chapter 3.

Survey # 2

The second survey was an online survey that resulted from the character areas, development strategies and zoning densities presented at the PAC meeting on November 27, 2017. This detailed material required a more in-depth review and the survey was designed to facilitate feedback on the character areas, development strategies and existing zoning and allowable densities,

The second survey was open for approximately two weeks, from December 1st through December 12th. There were 33 respondents to this survey; while a much lower response rate than the first survey, the response rate was approximately 10%. The survey results were presented to the PAC at their meeting on January 14, 2018. The survey results showed a significant majority of the respondents agreed with each of the character areas, development strategies and densities.



The results from both surveys are found in the Appendix.

Additional Input

In addition to the formal opportunities for input and feedback, the project team was provided community input on an individual basis, primarily by island property owners and residents who were unable to make the community meetings. A supplemental public meeting was held on the weekend of December 9- 10, 2017 to provide an additional opportunity for informing the members of the public, including those unable to attend either PAC meetings or the community workshops. The information provided at this meeting included the presentation provided at the PAC meeting on November 27th and at the Daufuskie Island Council meeting on December 28th. In addition, maps and materials were posted on the bulletin board at Mary Fields School, along with project team and PAC member contact information.

All meetings and input opportunities were advertised on the Daufuskie Island Council website, on NextDoor Daufuskie, and with flyers posted in strategic areas of the island. All related presentations and meeting materials have been posted on the Daufuskie Island Council website and are found in the Appendix.





Chapter Three:
VISION AND GOALS

CHAPTER 3: VISION AND GOALS

One of the most critical steps in the development of a plan is the identification of the community's vision for the future. This vision provides the framework for the plan and is based on community input obtained early in the planning process.

Plan Review

At the first community workshop held on June 29, 2017, a review of the visions contained in existing plans that are pertinent to Daufuskie Island was presented. This information was designed to help the community understand the focus. These plans and visions included the following.

Beaufort County Comprehensive Plan

The overall vision for the Beaufort County Comprehensive Plan is:

"Promote safe and healthy communities that preserve and build on the County's unique sense of place; and promote sustainable economic opportunities that allow all County residents to thrive and prosper."

The Beaufort County Plan also included eight vision statements:

- *Preserve the natural beauty*
- *Create new industries and jobs for a strong economy*
- *Build better roads and encourage two-wheeled and two-footed travel*
- *Preserve the rich cultural heritage*
- *Permit development while maintaining sense of place*
- *Create parks and conserve open spaces*
- *Ensure affordable housing for all residents*
- *Provide public services without breaking the bank*

Tourism Product Development Concept for the Lowcountry Region Strategy and Plan

The Tourism Product Development Concept for the Lowcountry Region, developed by the South Carolina Parks, Recreation and Tourism Department included a specific focus on Daufuskie Island. The elements identified as important considerations include:

"Even by the extremely high standards of the Lowcountry, Daufuskie Island represents a unique asset. As an ecotourism destination, further large scale real estate development should be prohibited, and strict zoning controls placed on the development of new structures. Sustainable energy and transport options and recycling for the Island should be developed, and unsealed roadways left in their present condition. Consideration should be given to the designation of an historic area in order to identify and preserve a zone where examples of the Island's unique architecture may be relocated and preserved."

Daufuskie Island Plan

The current Daufuskie Island Plan does not contain an overarching vision statement. However, there are identified goals for specific elements summarized in Table 2.

TABLE 2. DAUFUSKIE ISLAND PLAN ELEMENTS

Development Patterns
<ul style="list-style-type: none"> • Preserve land • Promote traditional development patterns
Ferry Service
<ul style="list-style-type: none"> • Improve service • Establish intense development around ferry embarkation sites
Island Transportation
<ul style="list-style-type: none"> • Improve transportation in a contextual manner
Tourism and Wayfinding
<ul style="list-style-type: none"> • Improve wayfinding infrastructure • Cross-promote tourism interests
Housing
<ul style="list-style-type: none"> • Increase opportunities for obtainable housing
Historic Resources
<ul style="list-style-type: none"> • Heighten historic preservation • Heighten land conservation efforts
Civic Sites
<ul style="list-style-type: none"> • Create small gathering spaces • Create significant civic spaces
Economy
<ul style="list-style-type: none"> • Expand the economy • Promote additional means of economic control and oversight
Sustainability
<ul style="list-style-type: none"> • Establish sustainable benchmarks and targets

Daufuskie Island Conceptual Master Plan Charrette Report

This report, developed by the Clemson Institute for Economic and Community Development included the identification of focused development recommendations and a Daufuskie Island Covenant. These recommendations and covenant were developed in recognition of the uniqueness of Daufuskie Island.

Development Recommendations:

- Maintain Haig Point Road as currently configured, with parallel path for walking, bicycles and golf carts



- Protection of neighborhoods outside of the resort plantations and emphasizing Daufuskie style of land use/architecture
- Mixed use district at south end of the island at county dock area
- New public landing in the island center (Melrose/Freeport area) to become main portal
- Updated zoning categories allowing small retail/businesses particularly in the center portal and southern portal areas

Daufuskie Island Covenant:

We, the people of Daufuskie Island, promise

To preserve our traditional island way of life while preparing our community for a prosperous future by guiding responsible growth in a way that allows our community values to remain constant.

Furthermore, we dedicate ourselves

- To making decisions that respect and preserve our natural resources;
- To enhancing and protecting our cultural and historic resources;
- To lead in the practices of civic engagement, environmental conservation, economic diversity, and sustainable development;
- To giving all generations opportunities to improve their quality of life,
- To preserve our island values while welcoming newcomers and new opportunities with open arms.

Therefore, in order to cultivate a more livable community, we hereby pledge from this day forward to support these endeavors by:

Participating in creative dialogue, listening with open minds, and giving our time, talent, and resources as necessary.

Finally, as stewards of our own future, striving to be citizens in the truest sense of the word, existing on an island with no bridges connecting us elsewhere, we dedicate ourselves

- *To being connected*
- *To each other,*
- *To our children,*
- *To our elders,*
- *To our collective memory,*
- *To our environment,*
- *To our economy,*
- *To our island,*

Now and forevermore.

In addition to the review of the existing plans relating to Daufuskie Island, the meeting participants were provided with example local government vision statements from coastal communities throughout the southeast, as well as from bridge-less island communities throughout the country. These vision statements provided background for the meeting participants as they worked to develop elements of the vision statement and priorities for the island.

The results of the workshop were compiled into a draft vision statement, which was included in the first survey. Eighty-nine percent of the 368 survey respondents agreed with the vision statement. Based on feedback and comments, the Project Advisory Committee finalized the vision statement.

Daufuskie Island Vision

"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and secluded island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."

Goals and Priorities

Workshop participants were also asked to identify and prioritize aspects of the community considered crucial to preserve, maintain and enhance for the future of the Island. The results from the workshop were incorporated into the first survey in order to obtain additional and more broad-based feedback on establishing the goals and priorities of the Island.

The primary priority and focus centered around the preservation of the existing character of the community and slower, more rural pace of life enjoyed by residents. The following were identified as overall goals and priorities, which together with the vision, form the framework for the development of the plan and the action steps needed to achieve the vision, goals and priorities.

- Preservation of community character
- Balance growth and development with the existing community character
- Promote a sustainable economy compatible with existing community character
- Preserve and enhance community assets, including the natural beauty of the island
- Promote environmental stewardship
- Preserve the island history and culture, including a focus on the native Gullah heritage



The major contributors to the island community character were identified as:

- Natural beauty and coastal environment
- Lack of large commercial/retail developments
- Quietness
- Slower pace of life
- Rustic/rural character
- Community involvement/sense of community
- Geographic location/lack of a bridge





Chapter Four:
EXISTING CONDITIONS

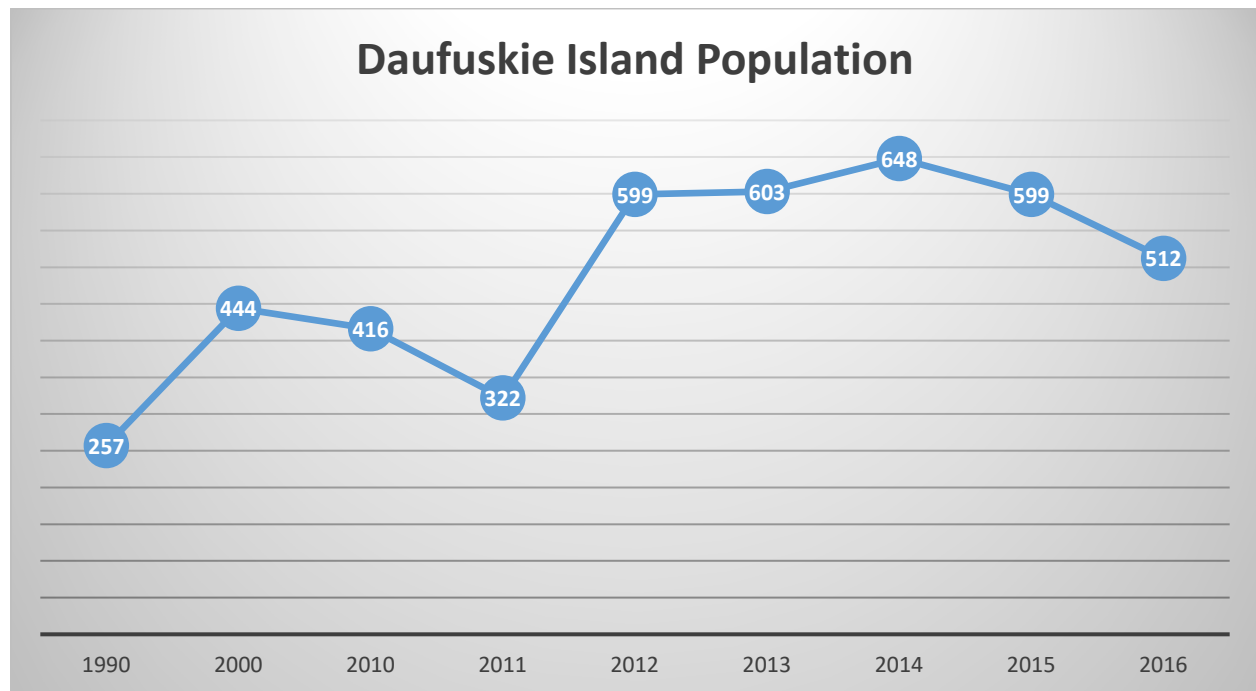
CHAPTER 4: EXISTING CONDITIONS

In order to appropriately plan for the future, there must be an understanding of the Island’s existing conditions. Each of the required elements identified in the comprehensive planning legislation has been analyzed and the existing conditions developed.

Population

The full time residential population of Daufuskie Island has fluctuated over the last several decades. The population had dwindled to less than 100 residents before the advent of the resort developments in the late 1980s. The population began to grow, with 257 residents in 1990 based on the US Census decennial survey. Given the logistical requirements of living on a bridge-less island, the population has continued to fluctuate, reaching a peak high in 2014, with an estimated 648 residents according to the US Census American Community Survey. Since then, the estimated population on the island is an estimated 512 in 2016. The graph in Figure 1 depicts the population fluctuations since 1990. The data is also shown in Table 3, along with the percent change in the population.

FIGURE 1. DAUFUSKIE ISLAND POPULATION



Source: US Census and American Community Survey

TABLE 3. POPULATION PERCENT CHANGE (1990-2016)

Year	Population	% Change
1990	257	----
2000	444	72.76%
2010	416	-6.31%
2011*	322	-22.60%
2012*	599	86.02%
2013*	603	0.67%
2014*	648	7.46%
2015*	599	-7.56%
2016*	512	-14.52%

**US Census / American Community Survey Estimates*

In addition to the full time residential population, Daufuskie Island has a relatively significant part-time population of property owners who come to the island on weekends, or when it is possible for them to spend time on the Island. This population number also swells significantly during the high tourist season that typically extends from the end of May through September. The tourist season population includes both overnight guests, as well as a significant number of day-trippers coming the Island from the surrounding areas, such as Hilton Head, Bluffton and Savannah.

Demographics

The demographic breakdown of the population was identified for 2010 and the estimates for 2016. Table 4. shows the comparison of the population age and sex. The racial make-up of the population was identified as primarily Caucasian (93.5%), African American at 5.3% and Asian at 0.5%. Those identifying themselves as two or more races made up 1.3% of the population.

TABLE 4. DEMOGRAPHIC DATA - 2016

Age	2016		
	Total %	% Male	% Female
Under 5 years	1.2%	0.0%	2.3%
5 to 9 years	5.1%	5.1%	5.1%
10 to 19 years	0.0%	0.0%	0.0%
20 to 29 years	4.1%	4.7%	3.5%
30 to 39 years	11.3%	12.1%	10.6%
40 to 49 years	0.0%	0.0%	0.0%
50 to 59 years	5.0%	4.6%	5.4%



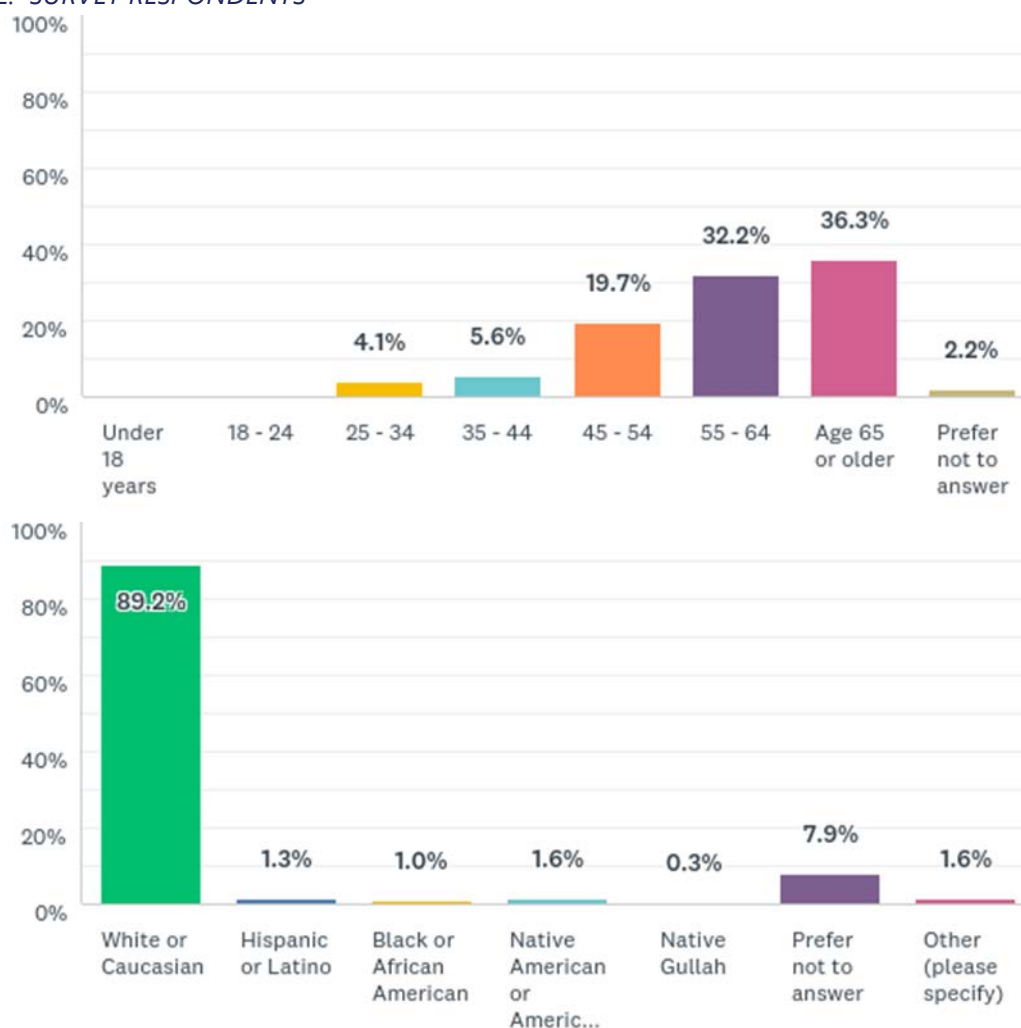
60 to 69 years	23.8%	25.8%	21.9%
70 to 79 years	39.7%	35.2%	44.1%
Over 80 years	9.7%	12.5%	7.0%

Source: US Census American Community Survey

Survey Respondents

Of the 368 respondents to the community survey, 89.2% identified themselves as white or Caucasian and 1.0% black or African American; 7.9% preferred not to answer the question. With regard to age, 36.3% of the respondents were age 65 or older and 32.2% were age 55 to 64. The demographics of the survey respondents are shown in Figure 2.

FIGURE 2. SURVEY RESPONDENTS



Population Forecast: Approximate “Build Out” Condition

Forecasting population is an inexact science and based on a variety of assumptions. For this plan, two forecasts were developed for the horizon year of 2035. The first forecast is an

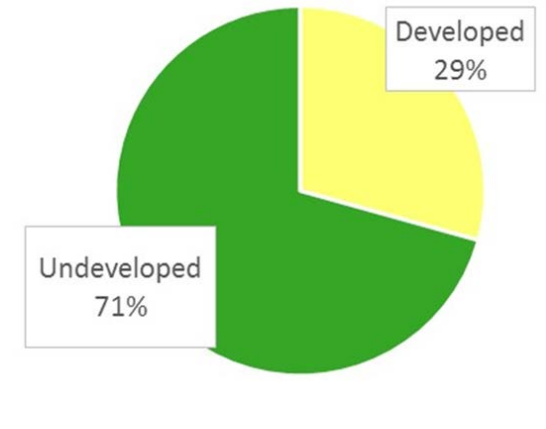
estimated “build-out” condition for the Island, excluding the Planned Unit Developments (PUDs) of Haig Point, Melrose, Oak Ridge and Bloody Point. These PUDs are subject to their approved densities. There are currently a total of 1,891 undeveloped parcels on the Island, of which 735 parcels are outside of the PUDs.

These 735 parcels are currently zoned rural, general urban, suburban, and urban center, each of which has maximum allowable densities. These allowable densities range from one dwelling unit per acre in the rural category to eight dwelling units per acre in the urban center category. Based on the percentage of parcels found in each category and the maximum dwelling units allowed, there is a potential total of 3,055 additional dwelling units on the Island.

Applying the average household size of 2.2 persons per household, the potential population could include an approximate addition of 6,720 persons excluding the PUDs.

Based on the approved PUD densities for Bloody Point, Haig Point, Melrose and Oak Ridge, an additional 2,691 dwelling units are approved, although this figure does include hotels and inns. Applying the same 2.2 persons per household, the additional population from the PUDs at build out is approximately 5,920. When combined with the potential population outside of the PUDs, the build out population on the island is approximately 12,640 persons. The developed and undeveloped parcels are shown in Figure 3.

FIGURE 3. DEVELOPED/UNDEVELOPED PARCELS



Developed Parcels	592 (24%)
Undeveloped Parcels	1,891 (76%)

Population Forecast: Historical Trend Analysis

With the large fluctuations in population, including both full time residents, as well as vacationers and tourists, a realistic estimate of future population growth is difficult. The previous plan population forecasts were focused on significant population growth, however, the need for ferry use and/or a private boat to access the island and the associated logistics will have an impact on the future population growth. The further development of the PUDs is also in flux given the history of insolvency with regard to Bloody Point and Melrose. Based on the historical trends, the average annual rate of growth in population over the fifteen years from 1990 to 2016 has been 3.65%.

Applying the average yearly growth rate for developing future population projections, the Island population by 2035 would be 1,013 full-time residents, coupled with the continuing swell in population through overnight tourists and day-trippers. While additional development on the Island is uncertain, but likely to occur in some form that will result in an increase in population growth, based on historical trends, those additional increases would likely be offset to some degree by out-migration.

Economic Development

The economy of Daufuskie Island is currently based on tourism and service industries supporting the tourist economic sector, as well as some of the service needs of the island residents. The South Carolina Department of Parks, Recreation and Tourism tracks the economic benefits of tourism throughout the state. While not broken down into geographies smaller than the county level, the impact of tourism on Daufuskie can be understood through the county-level statistics. Beaufort County ranks third in the State behind Horry and Charleston Counties in the generation of tourist/travel expenditures, with tourist generated spending totaling over \$1.3 billion in 2016 with local tax receipts totaling over \$39 million.

In recent years, there has been an increase in the establishment of small businesses across the Island, which are in addition to those already existing. These businesses include restaurants and coffee shop, artisan shops, and tourist supportive services. While new small businesses have started up, there also have been several economic set-backs for the Island.

The Melrose Resort went through bankruptcy in 2017 and its future is uncertain. The Bloody Point Resort also closed in 2017 due to financial issues. While the resorts experienced financial difficulties, the residential areas of Melrose and Bloody Point are separate entities and not related to the resort/club financial issues. Finally, one of the long-standing restaurants on the Island, which was also a major employer, closed its doors. These recent closures have had a detrimental impact on the economy of the Island.



To address these impacts and to move the economy forward, in early 2018, an initiative was undertaken to provide support to existing businesses and foster and support new endeavors. The Business Alliance is supported by the Clemson University Extension Service and is working on action steps to ensure the Island’s economic stability and vitality.

The first community survey provided insights into the economy and employment status of island residents. Of the respondents to the survey, 40.3% indicated they were retired, with 34.4% employed full time. Of the 34.4% of full time employees, 18.8% are self-employed and/or business owners on the island; 56.5% work off the island and 17.2% work on the island from home.

The US Census American Community Survey (2012-2016) estimates support the community survey findings, showing approximately 27% of the population employed full-time. Tables 5, 6 and 7. provide a breakdown of the occupational and industry employment sectors and worker classification.

TABLE 5. OCCUPATIONS

Occupation	Percent of Workforce
Management, Business, Science and Arts	7.8%
Service	45.3%
Sales and Office	18.8%
Natural Resources, Construction, Maintenance	23.4%
Production, Transportation, and Material Moving	4.7%

Source: US Census American Community Survey Estimates

Note: Margin of Error range from +/- 7.2% to +/- 12.9%

TABLE 6. INDUSTRY

Industry	Percent of Workforce
Agriculture, Forestry, Fishing/Hunting/ Mining	0.0%
Construction	38.3%
Manufacturing	7.0%
Wholesale Trade	0.0%
Retail Trade	9.4%
Transportation, Warehousing, Utilities	5.5%
Information	0.0%
Finance and Insurance, Real Estate, Rental/Leasing	2.3%
Professional, Scientific, Management and Administrative and Waste Management Services	7.0%
Educational/Health Care/Social Assistance	15.6%





Arts, Entertainment, Recreation and Accommodation and Food Services	0.0%
Other Services, except Public Administration	14.8%
Public Administration	0.0%

Source: US Census American Community Survey Estimates

Note: Margin of Error range from +/-3% to +/-35%

TABLE 7. WORKER CLASSIFICATION

Class of Worker	Percent of Workforce
Private Wage and Salary Workers	65.6%
Government Workers	14.8%
Self-Employed Workers	19.5%

Source: US Census American Community Survey Estimates

Note: Margin of Error +/- 22%

Table 8 displays the family or household income. The median family income, or middle value, is \$128,542.

TABLE 8. FAMILY INCOME

Income Estimate	Percent of Population
Less than \$10,000	0.0%
\$10,000 to \$14,999	0.0%
\$15,000 to \$24,999	0.0%
\$25,000 to \$34,999	0.0%
\$35,000 to \$49,999	13.2%
\$50,000 to \$74,999	11.0%
\$75,000 to \$99,999	15.0%
\$100,000 to \$149,999	18.5%
\$150,000 to \$199,999	21.6%
Over \$200,000	20.7%

Source: US Census American Community Survey Estimates

Note: Margin of Error +/- 13.3%

Natural Resources

As a coastal sea island, Daufuskie Island is home to significant natural resources and scenic viewsheds. A volunteer community organization, the Daufuskie Island Conservancy, was organized in 2005 “exclusively for the education, scientific and charitable purposes related to the study, protection and management of the natural resources of Daufuskie Island and the surrounding ecosystem. The Conservancy has regularly hosted environmental talks,



conducted an environmental survey, implemented an Adopt-A-Road program, and established a sustainable living farm, and is committed to the protection and preservation of the Island's resources.

One of the most significant resources for the Island is the salt marsh, one of the most unique ecosystems and habitats. The primary salt marsh vegetation is *Spartina alterniflora* and is plentiful in Daufuskie's salt marshes and is one of the few species that thrives in salt water. These marshes serve as a protection for many species, such as shrimp, crab and oysters, by protecting them in their larval or beginning stages.

In addition to the saltwater wetlands, or salt water marsh, Daufuskie also is home to freshwater wetlands. These freshwater wetlands, located in the interior of the island, provide a home to many fish and bird species, as well as vegetation. The saltwater wetlands or marsh comprise 17% of the area of Daufuskie, while the freshwater wetlands comprise 15%. The wetlands are shown in Figure 4.

FIGURE 4. WETLANDS



Wetlands

<i>Saltwater</i>	<i>17%</i>
<i>Freshwater</i>	<i>15%</i>

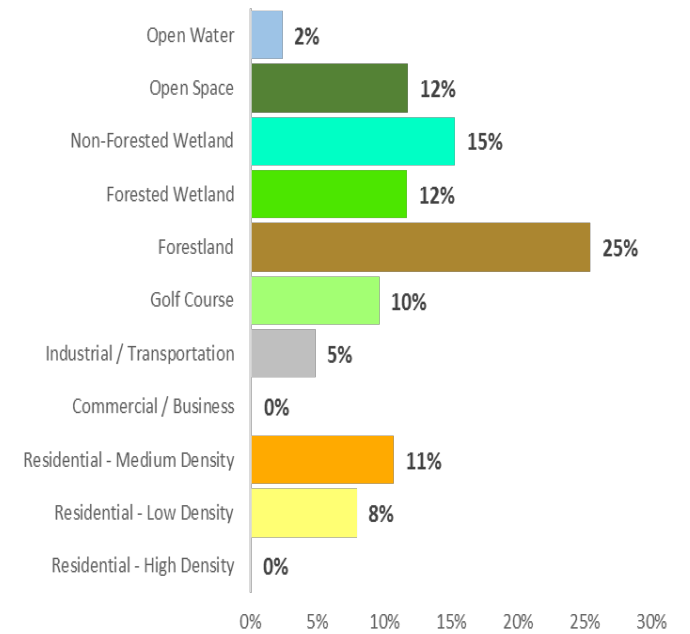
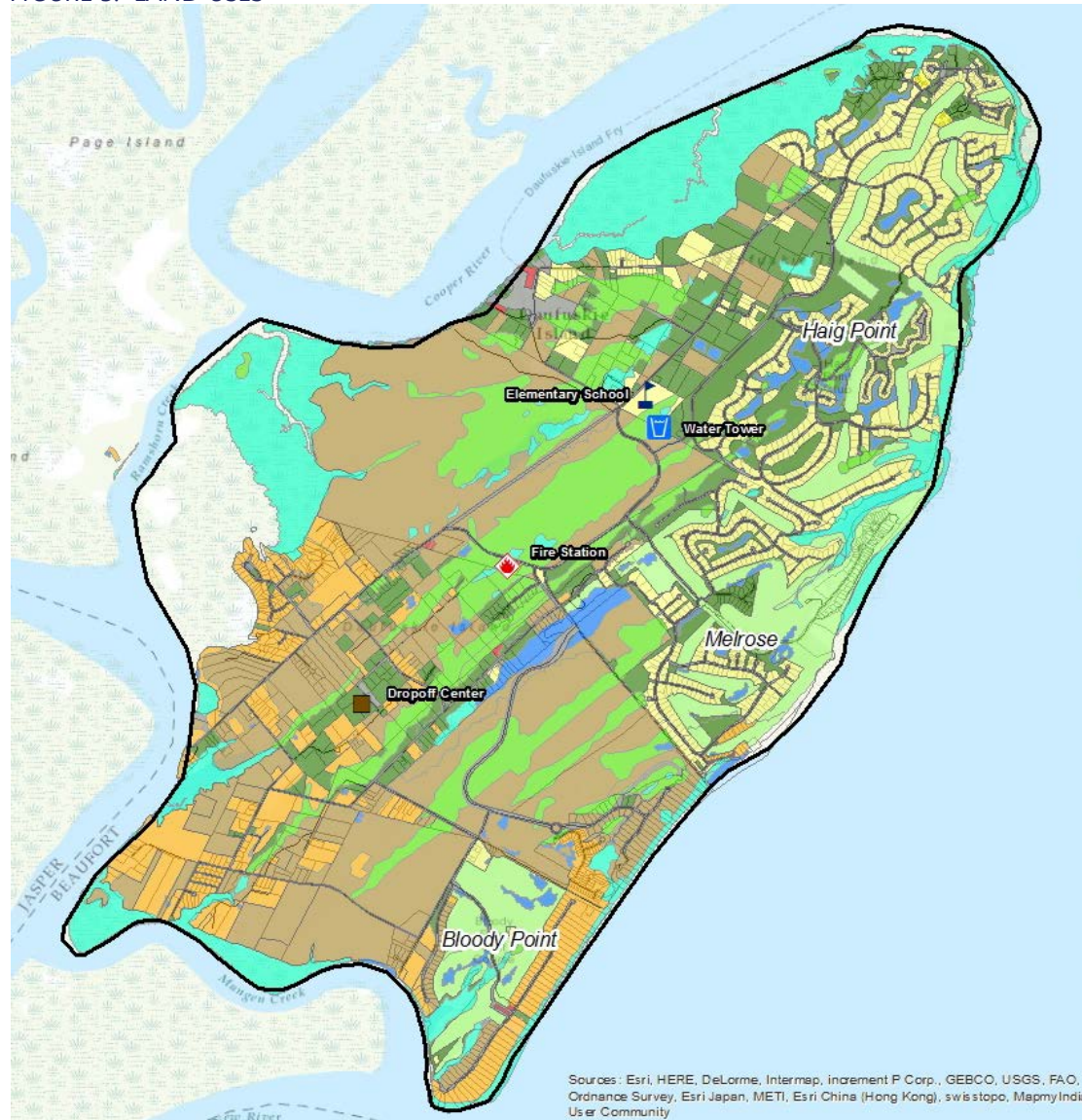


Another important element of the natural ecosystem is the beach which extends along the eastern side of the Island. The beach and dune system typically serve to protect the inland areas from high seas, waves and hurricanes. However, the beach system has sustained damage from Hurricane Matthew (2016) and Tropical Storm Irma (2017), both of which made landfall in the vicinity.

Coastal forestland is also an important natural resource. These forestlands, which include numerous varieties of trees and other vegetation, serve as a wildlife habitat for a variety of species, such as palmetto, pine, oak and sweetgum. Approximately 25% of the Island is comprised of forestland, shown in brown in Figure 5



FIGURE 5. LAND USES



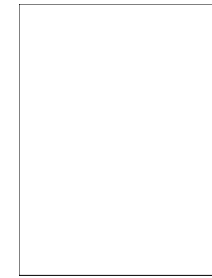
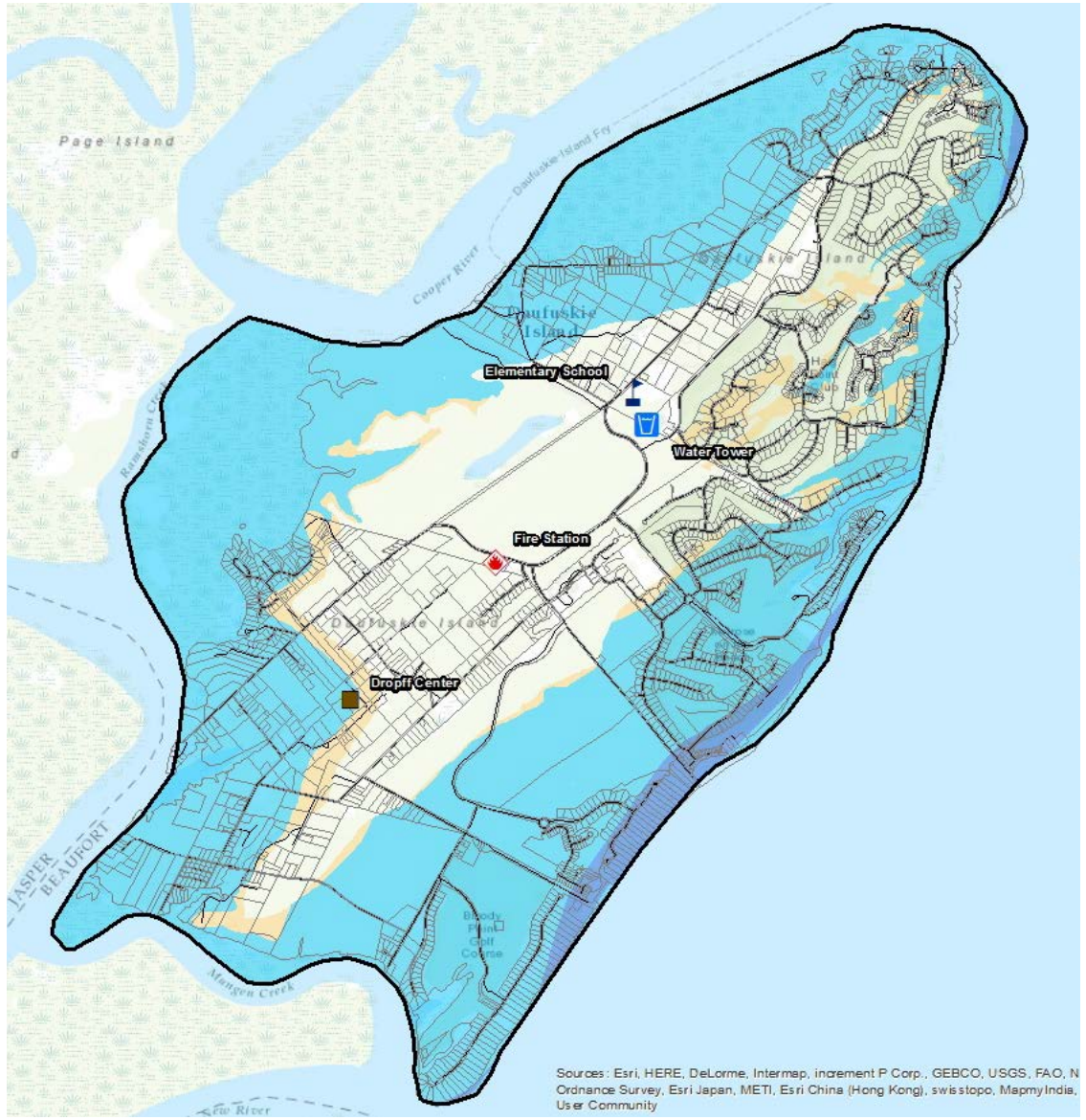
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, N
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia,
User Community

The Island is also home to a wide variety of creatures. The Atlantic Loggerhead, which is a federally threatened species, nests along the beaches of the southeast, including Daufuskie. A dedicated group of volunteers works to identify and protect the nests during the season, which typically begins in late May/early June and continues until mid-August. Both harmless snakes, such as kingsnake, garter snake and rat snake, and poisonous snakes, such as copperhead, rattler and cottonmouth moccasins are found on the Island. Alligators, which have made a comeback due to presence on the endangered list and is still protected, are also present on Daufuskie. According to the South Carolina Department of Health and Environmental Control (SCDHEC), approximately 300 species of birds have been recorded in the state and the vast majority of these birds can be found along the coast. These birds include both permanent residents as well as migratory and include both the threatened Wood Stork and Bald Eagle. A wide variety of animals can also be found on Daufuskie, such as raccoons, otters and white-tailed deer.

Soil types have an impact on development and land use, particularly with the prevalence of septic tank use. According to SCDHEC, the soils in the coastal area fall within the Atlantic Coast Flatwoods land resource area, except for a small portion in Berkeley County. These soils are typically a mix of sand and loam and drain moderately well to poorly. Daufuskie Island, as a sea island, is prone to flooding and the Special Flood Hazard Areas have been mapped. Sixty-four percent of the island is included in a high risk zone (AE and VE), while 5% is included in a moderate risk zone (X). The remaining 31% of the island is in a low risk flood hazard zone.

In addition to the Special Flood Hazard Areas, the impacts of storm surge on the Island was also identified and mapped. In the event of a Category 1 storm, almost half of the Island (49%) will be impacted. In the event of a Category 5 storm, the entire island would be impacted. The following series of maps in Figures 6 and 7 depict the flood hazard areas and the impacts from storm surge.

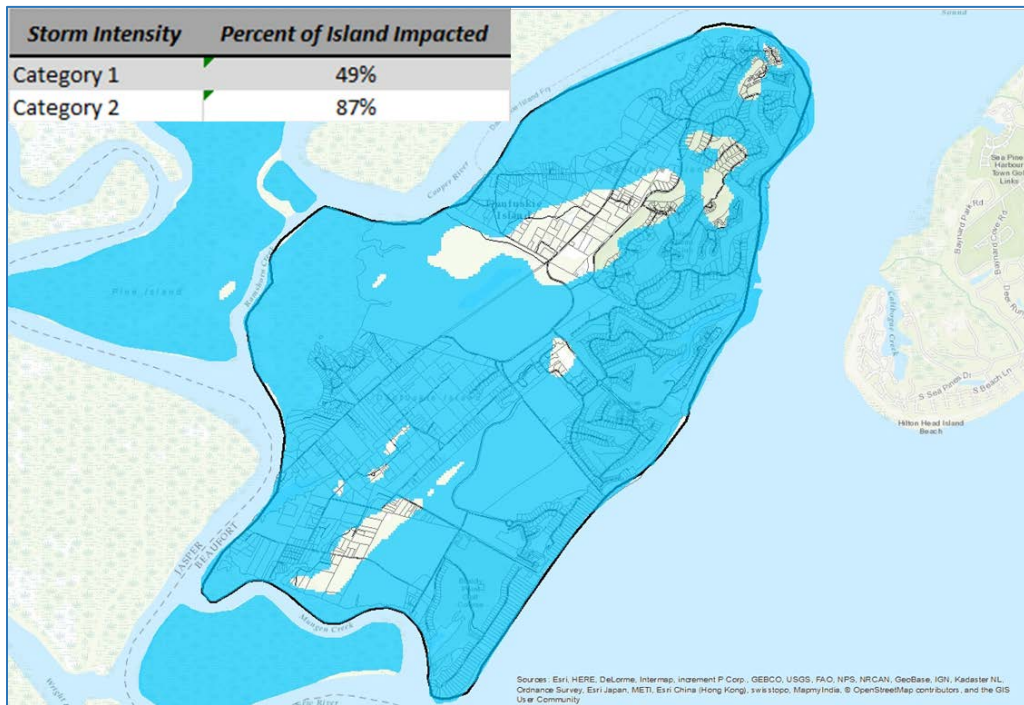
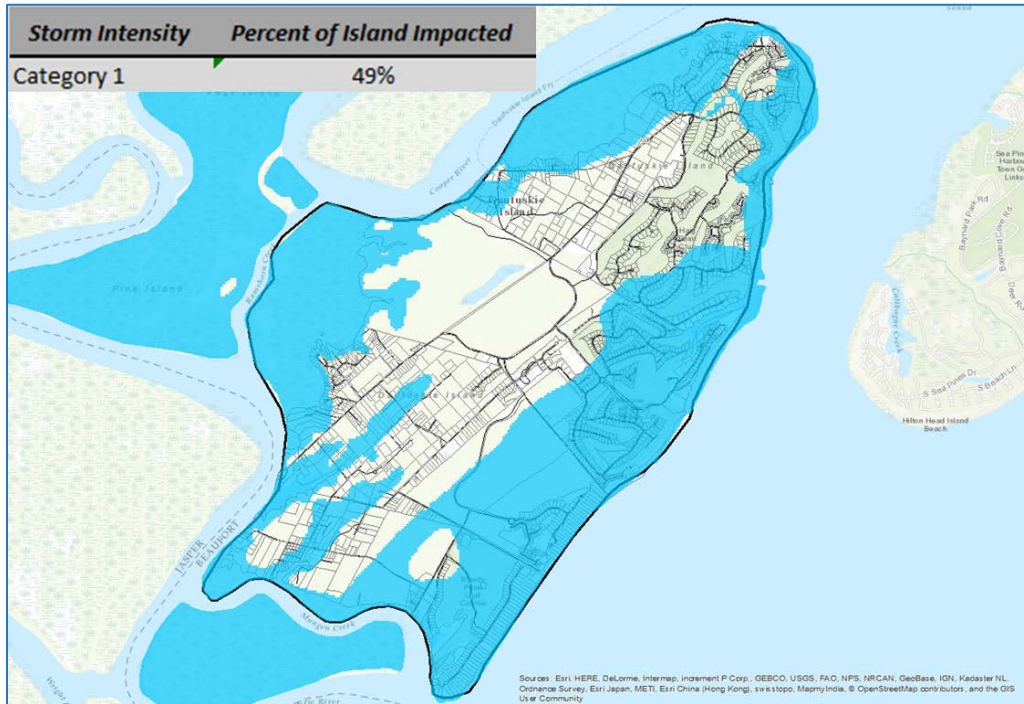
FIGURE 6. FLOOD HAZARD AREAS

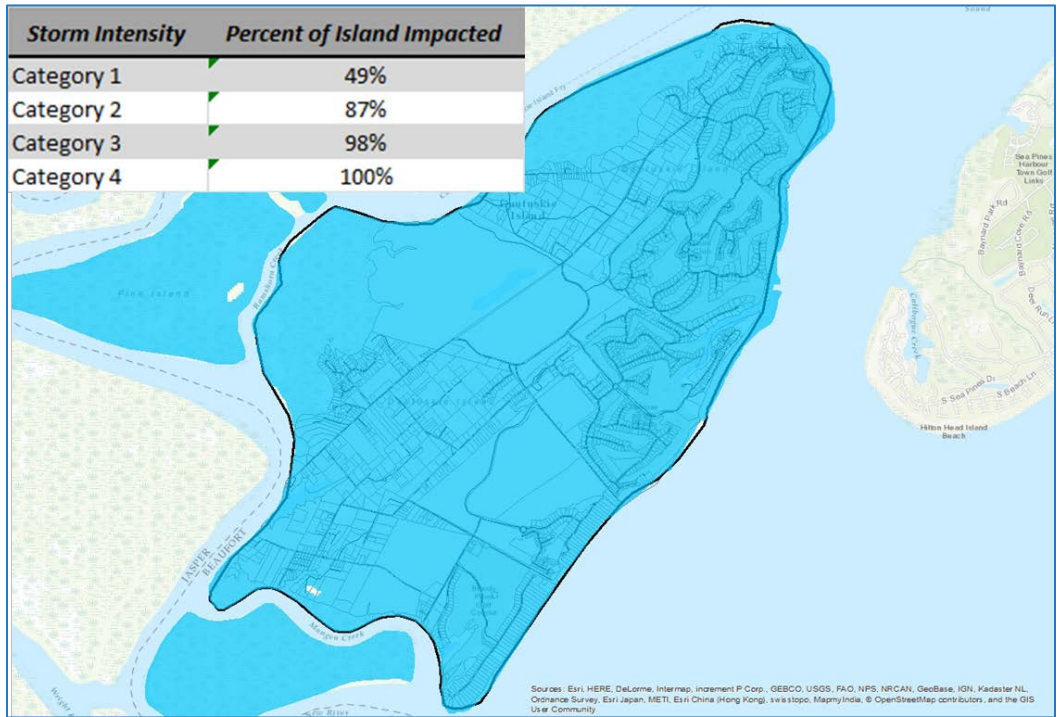
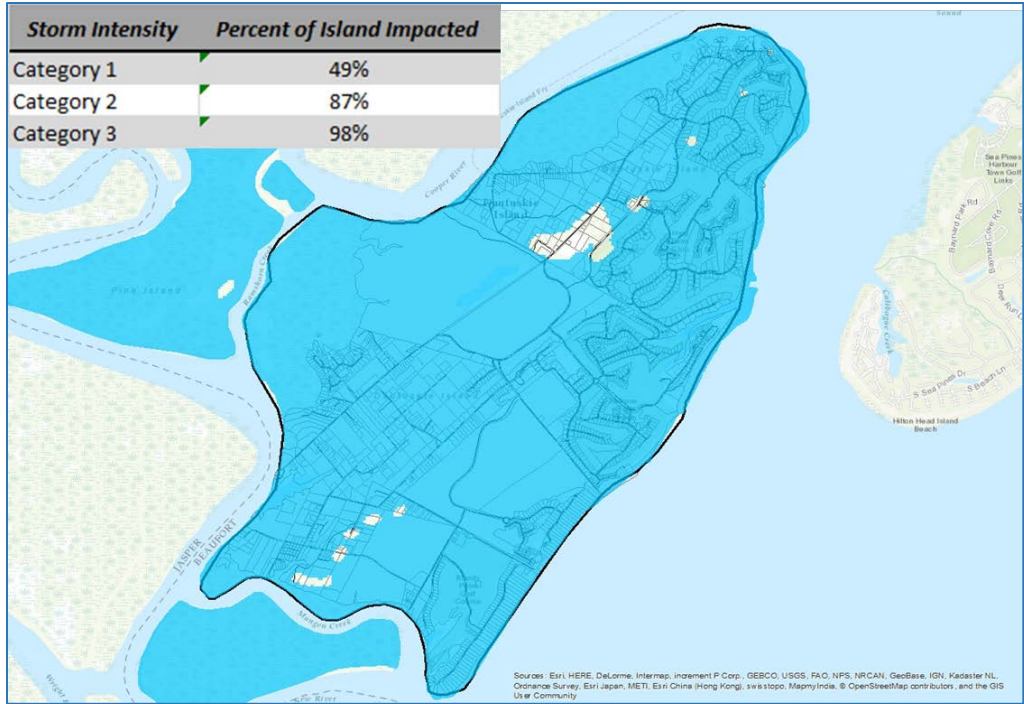


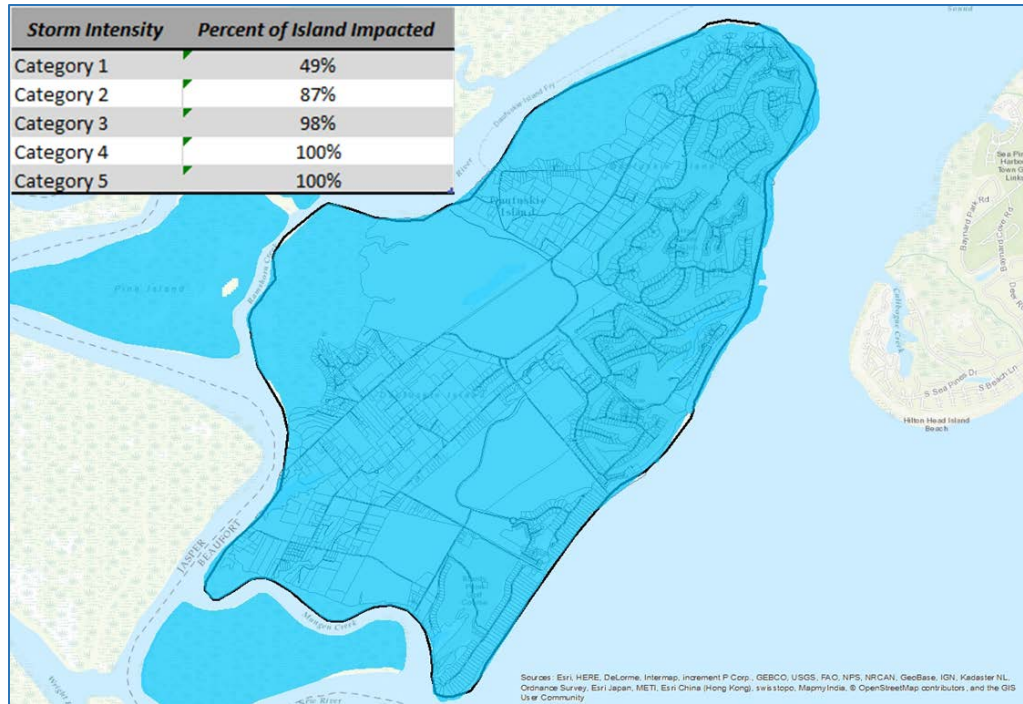
Flood Zones

<i>High Risk</i>	<i>64%</i>
<i>Moderate Risk</i>	<i>5%</i>
<i>Low Risk</i>	<i>31%</i>

FIGURE 7. STORM IMPACTS







Cultural Resources

In 1984, the US Department of the Interior/National Park Service designated Daufuskie Island as a Historic District and included the Island on the National Register. According to the statement of significance:

"...the district contains 241 contributing properties. Most of the building consist of folk housing. They were constructed from 1890-1930, but reflect a much earlier building technology. Thus, they are significant architecturally as a survival form."

"Other areas of significance are historical in nature. Military engagements of note during the Yemassee and Revolutionary Wars took place on Daufuskie. In addition, buildings, sites, and structures represent Daufuskie's antebellum plantation society based on the cultivation of long staple cotton as well as the history of the island in the early twentieth century when life revolved around the oyster industry, logging, and truck farming operations."

"Daufuskie's cultural resources illustrate a three-century long history that has evolved with a minimum of outside influence. Potentially valuable archeological sites and documented historic sites have escaped the ravaging effects of modern development through sheer inaccessibility."

Examples of the key properties identified include:

- Haig Point Lighthouse



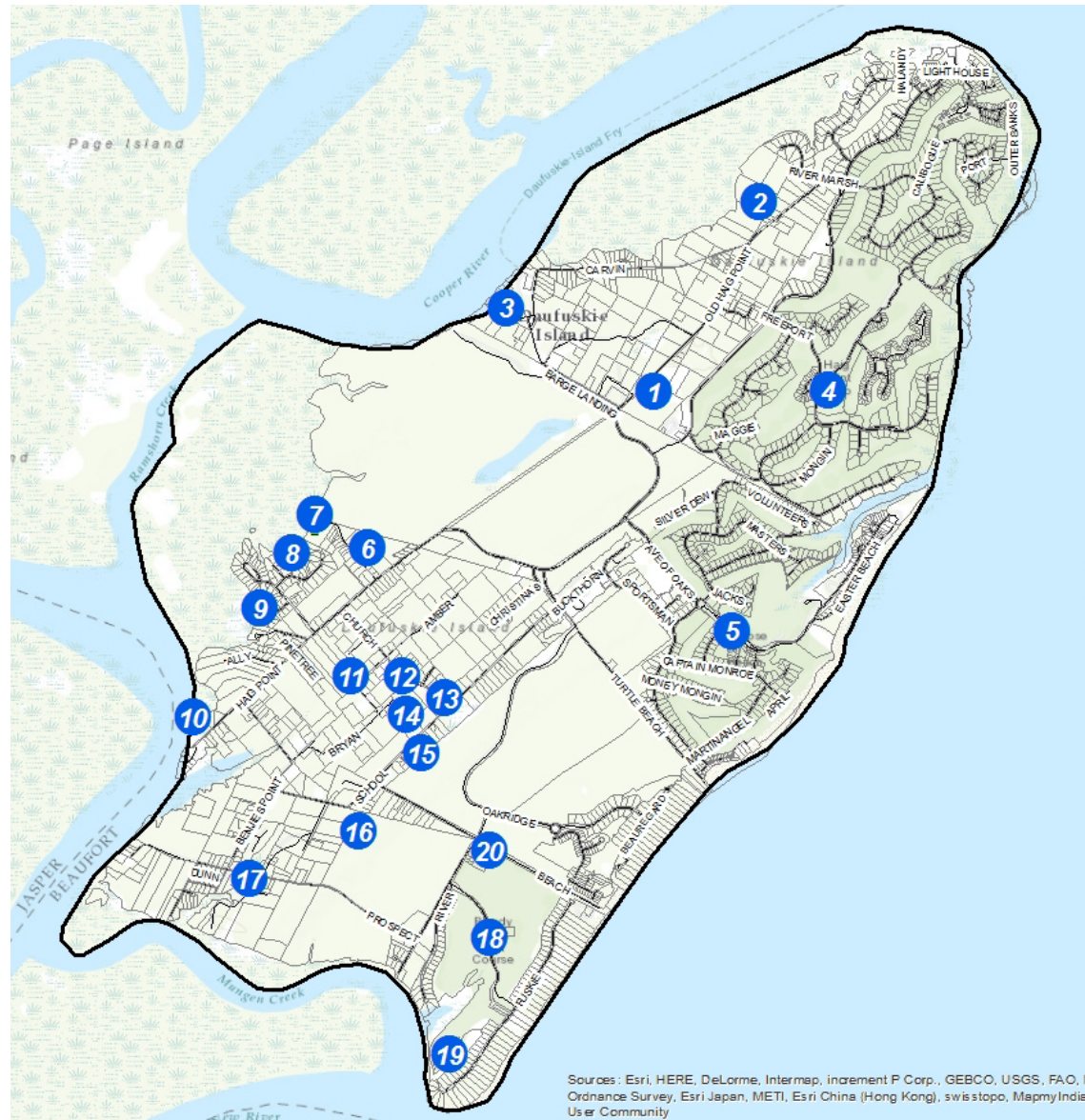
- Mt. Carmel Baptist Church
- Janie Hamilton School
- First Union African Baptist Church
- Mary Fields School
- Oyster Society Hall
- Cemeteries

In 2001, the Daufuskie Island Historical Foundation was formed in order to preserve and protect the historical and cultural heritage of the Island. According to the Foundation, members have worked to acquire and restore historic buildings, established an Island museum, created a self-guided tour of historic sites and begun an archive of history for the Island.

The significant community cultural and historic features, which include those identified in the National Historic Register, are shown in Figure 8.



FIGURE 8. COMMUNITY CULTURAL AND HISTORIC RESOURCES



1. *Mt. Carmel Baptist Church No. 2*
2. *Tabby Ruin*
3. *Cooper River Cemetery*
4. *Haig Point*
5. *Melrose*
6. *Oyster Union Society Hall*
7. *Hinson White House*
8. *Mary Field Cemetery*
9. *Sarah Grant Home*
10. *Public Dock*
11. *White School House*
12. *The Council Tree*
13. *First Union African Baptist Church*
14. *Mary Fields School*
15. *Frances Jones Home*
16. *Moses Ficklin Cottage and Oak Tree*
17. *Mary Dunn Cemetery*
18. *Bloody Point*
19. *Bloody Point Cemetery*
20. *Bloody Point Lighthouse and Silver Dew Winery*

In addition to the local preservation and enhancement efforts and inclusion on the National Register, the US Department of Interior/National Park Service developed a Special Resource Study and Final Environmental Impact Statement: Low Country Gullah Culture in 2005. This study was authorized by the US Congress to determine the appropriate role for the National Park Service in the preservation of the Gullah Culture in response to the identification of the Gullah/Geechee culture as one of the most endangered historic resources and sites by the National Trust for Historic Preservation in 2004.

The study analyzed the Gullah culture ranging from the North Carolina/South Carolina border to North Florida to evaluate the cultural significance on a national level; to determine how to best protect and interpret the cultural resources; and develop recommendations for Congress on next steps.

The identified preferred alternative from the study was the creation of a National Heritage Area to connect and network cultural resources. The management of the partnership would eventually be managed by a local entity with start-up assistance from the National Park Service. This alternative led to the development of the Gullah Geechee Cultural Heritage Corridor. (<https://www.gullahgeecheecorridor.org/>)

Community Facilities

Water/Sewer

The Daufuskie Island Utility Company (DIUC) provides water/sewer service to the PUDs, and the service is available to the entire Island. With the mostly rural development patterns of the Island, residents outside of the PUDs primarily utilize individual or community wells and septic tanks for their water and sewer needs. The DIUC is the only water/sewer utility on the Island and provides water through the use of six wells. Wastewater collection and treatment is provided at two locations on the Island.

Solid Waste

The solid waste collection site for Daufuskie Island is located on Frances Jones Boulevard. The site, which only accepts residential refuse, consists of unmanned, open dumpsters. Once the dumpsters are full, they are barged off the Island and replaced with empty dumpsters. Because of the opportunity for illegal dumping with the open and unmanned containers, cameras have been installed to provide video surveillance. For a number of years, the Island has been working towards a "One Island Solution" for addressing solid waste, however, the initiative has not moved forward.

Fire/Emergency Services

Fire and emergency services are provided by the Daufuskie Island Fire and Rescue to the entire Island. The Daufuskie Island Fire District was created for the express purposes of





servicing all properties on Daufuskie. The District is governed by the Daufuskie Island Fire District Board, which is comprised of five members appointed by the Beaufort County Council. The fire station is located on Haig Point Road and the staff includes 11 full time paid firefighters and 13 volunteer firefighters. The department also provides Emergency Medical Services to the Island.

The Beaufort County Sheriff’s Department is responsible for law enforcement on the Island. There is no permanent officer stationed on Daufuskie, but there are officers assigned to answer calls and to be on the Island periodically.

Educational Facilities

The Daufuskie Island Elementary School is the only school on the Island and serves grades PK-5. Middle and high school students attend school on the mainland in Hilton Head and utilize the Haig Point ferry for transportation to and from the Island. The Daufuskie Island Elementary School, which has two classrooms, enrolls 26 students in 2018, with two full time teachers and four specialty teachers for supplemental subjects such as art and physical education.

According to South Carolina code, the following student teacher ratios shown in Table 9 are required and are currently met by the Daufuskie Island Elementary School; however with any significant student population increase, the capacity of the school would need to be addressed.

TABLE 9. STUDENT/TEACHER RATIO REQUIREMENT

Grade Level	Student/Teacher Ratio
PreK	20:1
K - 3	30:1
4 – 5 (English, Language Arts, Mathematics)	30:1
4 - 5 (All other subjects)	35:1

Housing

There is a mix of housing stock on Daufuskie Island, ranging from mobile homes to upscale residences. According to the 2010 US Census, there were 447 housing units, with 133 or 29.8% occupied units and 314 and 70.2% unoccupied units. In 2016, the estimated housing units on the Island had grown to 465, with 227 of those units owner occupied. The characteristics of the units for 2010 and 2016 are shown in Table 10. The largest segment of the housing stock on the island is 1-unit detached housing which comprised 69.4% of the housing stock in 2010 and 85.6% in 2016.



TABLE 10. HOUSING UNITS- 2010 AND 2016

2010			2016		
Units in Structure	Number of Units	Percent of Total	Units in Structure	Number of Units	Percent of Total
1-unit, Detached	310	69.4%	1-unit, Detached	465	85.6%
2-unit, Detached	36	8.1%	2-unit, Detached	3	0.6%
2 units	0	0.0%	2 units	11	2.0%
3-4 units	66	14.8%	3-4 units	0	0.0%
5-9 units	15	3.4%	5-9 units	0	0.0%
10-19 units	0	0.0%	10-19 units	11	2.0%
20 or more units	0	0.0%	20 or more units	3	0.6%
Mobile Home	20	4.5%	Mobile Home	50	9.2%

Source: 2010 US Census and American Community Survey Estimates

Note: ACS Margin of Error ranges from +/-12% to +/-40%

Table 11 depicts the year of construction for the housing structures in 2010. As can be seen from the data, the highest construction period took place between 1980 and 1989, which corresponds to the development of the PUDs.

TABLE 11. YEAR STRUCTURE BUILT - 2010

Year of Construction	Number of Units	Percent of Total
Built 2005 or later	0	0.0%
Built 2000 to 2004	46	10.3%
Built 1990 to 1999	161	36.0%
Built 180 to 1989	200	44.7%
Built 1970 to 1979	0	0.0%
Built 1960 to 1969	26	5.8%
Built 1950 to 1959	0	0.0%
Built 1940-1949	0	0.0%
Built 1939 or earlier	14	3.1%

Source: 2010 US Census

The Census data also identifies that, in 2010 of the 133 owner occupied housing units, 77 units have a mortgage and 56 are without a mortgage. In 2016, the 227 owner occupied housing units were estimated to have 120 units with a mortgage and 107 without a mortgage.

The value of the owner-occupied units showed 15.0% were valued between \$50,000 and \$99,000, with the largest segment valued between \$300,000 and \$499,000 at 23.3% of the units. The median value of the housing units is \$262,500 in 2010. Table 12 depicts the owner-occupied value of the housing units in 2010.

TABLE 12. VALUE OF OWNER-OCCUPIED UNITS - 2010

Unit Value	Number of Units	Percent of Total
Less than \$50,000	0	0.0%
\$50,000 to \$99,000	20	15.0%
\$100,000 to \$149,000	6	4.5%
\$150,000 to \$199,000	23	17.3%
\$200,000 to \$299,000	28	21.1%
\$300,000 to \$499,000	31	23.3%
\$500,000 to \$999,000	15	11.3%
\$1,000,000 or more	10	7.5%

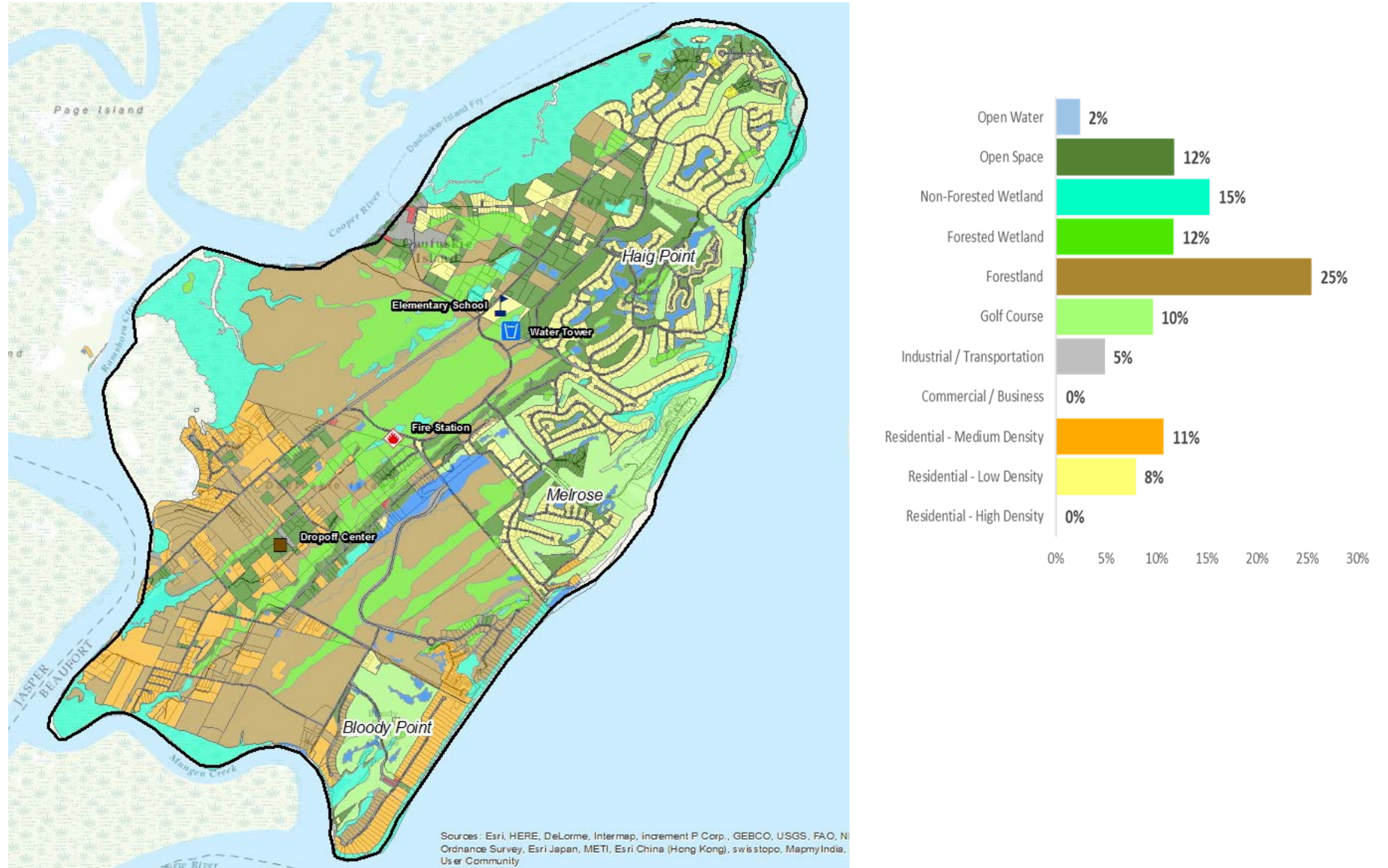
Source: 2010 US Census

Census figures show that 43.6% of the occupied households reported no vehicle available. However, this figure only includes automobiles and does not include golf carts as a primary vehicle.

Land Use

The current land use on Daufuskie Island reflects its relatively undeveloped state. The largest existing land use is found to be forestland, making up 25% of the land. Wetlands also comprise a significant element of the existing land use, with 15% characterized as non-forested wetlands and 12% characterized as forested wetlands. Open space comprises 12% of the land use. Residential land uses comprise 19% of the land use, with 11% in medium density and 8% in low density. Golf courses comprise 10% of the existing land use, with industrial/transportation category at 5%. Figure 9 depicts the existing land use breakdown.

FIGURE 9. LAND USES

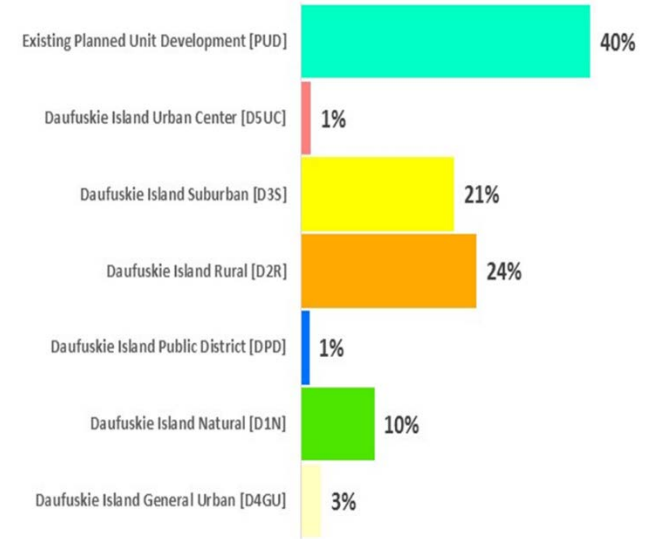
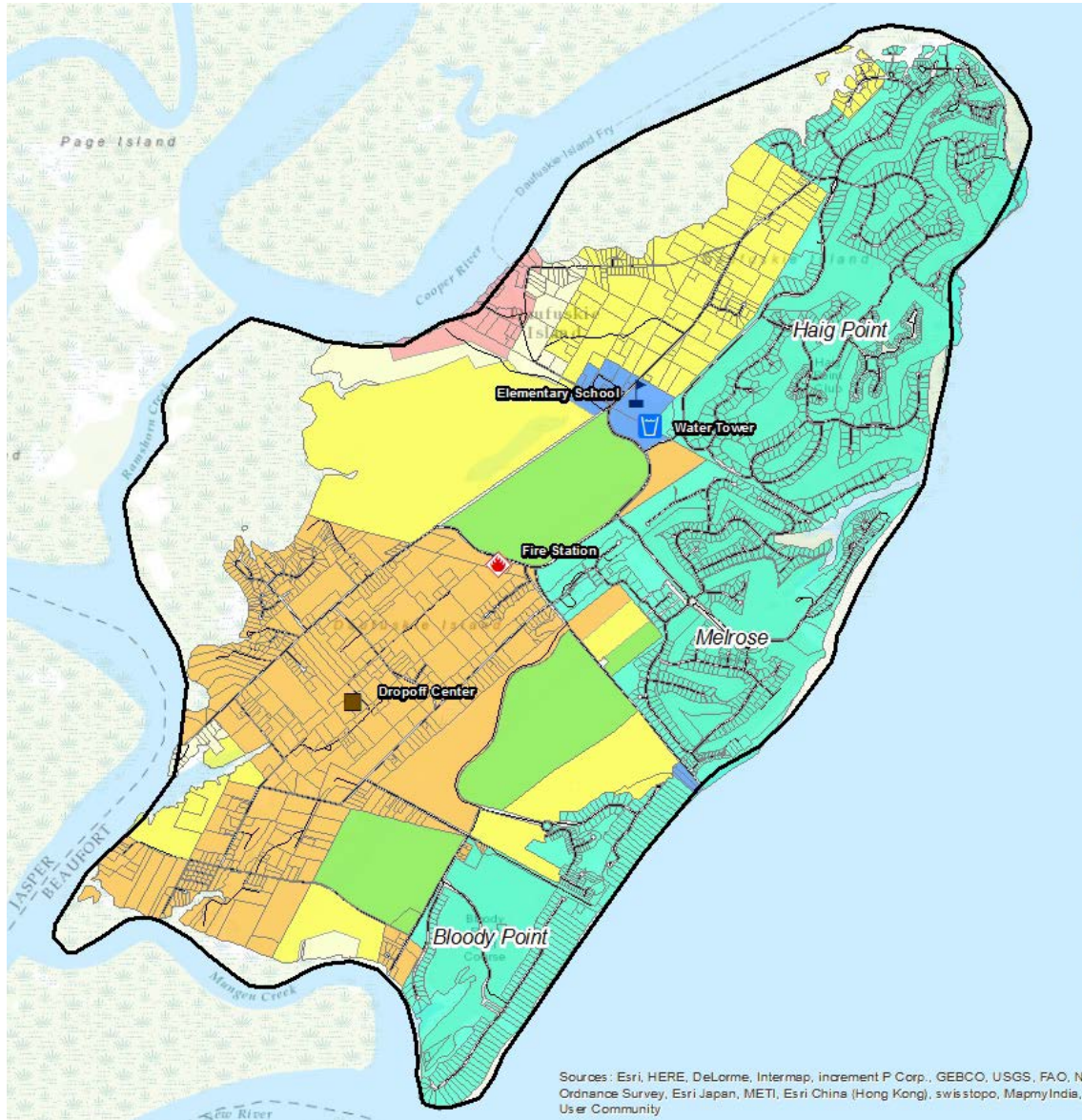




As noted in the population element discussion, there are currently 2,483 parcels identified on the island. Of these parcels 24%, or 592 are developed and 1,891 (76%) are undeveloped. For the Island as a whole, 71% is characterized as undeveloped and 29% as developed. The current zoning classifications on the Island include Planned Unit Development, which comprises 40% of the Island and includes Bloody Point, Haig Point, Melrose and Oak Ridge. The next largest zoning category is Daufuskie Island Rural at 24% and Daufuskie Island Suburban follows at 21%. The Daufuskie Island Natural category comprises 10% of the zoning with General Urban at 3% and Public District and Urban Center both at 1%. The existing zoning classifications are shown in Figure 10.



FIGURE 10. EXISTING ZONING



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NIPON, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © Swisstopo, User Community

Transportation

There are several unique components to the transportation on Daufuskie Island. These components include the ferry systems that provide service from the Island to the mainland and the roadway network. In addition, the use of golf carts is a large percentage of the vehicle choice, although automobiles are utilized by many on the island. However, autos and gas-powered golf carts are restricted from use in some of the PUDs.

Roadway Network

The roadway network on Daufuskie Island is a mix of paved roads and unpaved roads and many are maintained by Beaufort County, although the ownership and rights of way are often unclear. Haig Point Road is the major facility providing north-south access and is paved. There is a web of unpaved public roads that serve the majority of the Island, as well as a mix of private drives and roadways. Haig Point Road, which is approximately 2.7 miles in length, joins with Cooper River Landing Road which is also paved and provides access to the Melrose Landing, currently the public ferry embarkation point. Cooper River Landing Road is approximately 0.70 miles in length, bringing the total of paved facilities on the island to about 3.5 miles. The unpaved roads total about 9.5 miles in length. Table 13 provides the breakdown of the paved and unpaved facilities maintained by Beaufort County for over 20 years. In addition to these identified facilities, there are numerous private roadways.

TABLE 13. ROADWAY NETWORK

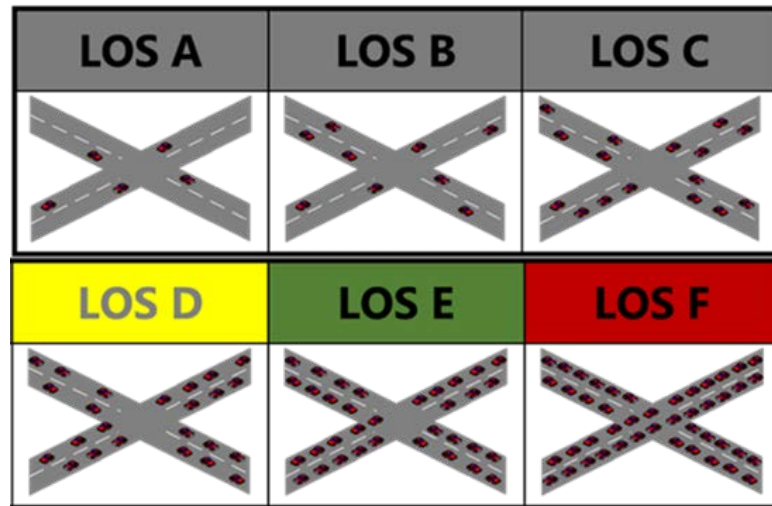
Paved Roadways	
Roadway	Length (in miles)
Haig Point Road	2.72
Cooper River Landing Road	0.70
Total Paved Roadways	3.42

Unpaved Roadways			
Roadway	Length (in miles)	Roadway	Length (in miles)
Freeport Road	0.21	Benji's Point Road	0.86
Carvin Road	0.90	Prospect Road	1.28
Old Haig Point Road	0.87	Pappy's Landing Road	0.78
Church Road	0.61	Beach Road	1.10
Turtle Beach Road	1.08	Frances Jones Road	0.25
School Road	1.58	Maryfield Road	0.23
Total Unpaved Roadways		9.75	

Source: Project Team/Google Earth

Traffic on the roadway network is low in the tourist off-season and increases significantly during the high tourist season and on weekend days. Roadway congestion is classified by Level of Service, which assigns a “grade” of A to F based on the level of congestion. Level of Service A is freeflowing and Level of Service F is gridlock. The graphic in Figure 11 illustrates the Levels of Service.

FIGURE 11. LEVEL OF SERVICE



Source: Georgia Department of Transportation

While formal traffic counts have not been taken, the roadway network on the Island operates at Level of Service A, even in the high tourist season.

Planned Unit Developments

The roadway networks within the PUDs are primarily paved and are maintained by the development associations. Bloody Point, Melrose, and Oak Ridge, originally gated, are currently open developments; Haig Point is the only PUD with active gate restrictions for entrance/exiting the development; however, the other PUDs may be gated in the future based on permitting in place. Table 14 displays the network, in miles, within each PUD.

TABLE 14. PUD TRANSPORTATION NETWORKS

Planned Unit Development	Roadway Network (in miles)
Bloody Point	1.87
Haig Point	9.57
Melrose	8.34
Oak Ridge / Beachfield	2.59

Source: Project Team/Google Earth

Multimodal Transportation

Because of the relatively low traffic volumes and the expectations of drivers to be in a mix of vehicles, particularly with golf carts, the roadway network serves all modes of transportation. Pedestrians and bicyclists successfully utilize the roadway network, although there are no designative pedestrian or bicycle facilities.



As described above, the use of golf carts make up a large percentage of the mode of travel on the Island. The golf carts are expected by automobile drivers and due to the expectations, the mix of vehicles is typically a successful scenario.

Public Ferry System

The Daufuskie Island ferry system is operated on a contract basis for Beaufort County and Palmetto Breeze, the rural transportation provider for Beaufort County and the South Carolina Lowcountry. Currently, the Haig Point Ferry operates the system under contract. The ferry provides connections from the Melrose Landing embarkation point on Cooper River Landing Road to the Hilton Head embarkation point located at Buckingham Landing, off of US 278/Fording Island Road. The ferry trip typically takes approximately 45 minutes to an hour and generally runs on the following schedule:

Departing Hilton Head/Buckingham Landing	Departing Daufuskie/Melrose Landing
7:00 am	8:30 am
10:00 am	11:30 am
1:00 pm	2:30 pm
4:00 pm	5:30 PM
9:00 pm (Fridays only)	10:15 PM (Fridays only)

Source: *Daufuskie Island Ferry*

According to the *Daufuskie Island Public Ferry Service Passenger Guide* (Nov. 2017), ferry is open to the public, with round trip for members of the general public costing \$35.00. There are levels of tickets available for Daufuskie Island residents, part-time residents and property owners.

Level 1 - \$2.00 One Way

Available for full time resident students (ages 5 to 18); full time resident seniors (ages 65 and over); and residents or property owners with disabilities

Level 2 - \$3.00 One Way

Available for full-time resident homeowners, based on the Beaufort County Assessor’s office

Level 3 - \$4 One Way

Available for a full-time resident renter

Level 4 - \$7 One Way

Available for non full-time property owners or homeowners, based on the Beaufort County Assessor’s office

Additional Ferry Options

Calibogue Cruises operates between Hilton Head and Daufuskie Island, providing service from Broad Creek Marina on Hilton Head to the Freeport Marina on Daufuskie. The service





leaves Broad Creek at 10:30 am and 3:30 pm Tuesdays through Fridays and departs Freeport Marina at 11:30 am and 4:30 pm Tuesdays through Fridays. On Saturdays, the service leaves Hilton Head at 11:00 am and 4:00 pm and departs Freeport at noon and 5:00 pm.

There are also other private operators who provide ferry services on a schedule based on customer needs. These ferry services provide access to the public dock facility on Daufuskie and leave from Hilton Head, Bluffton and the Savannah area.

PUD Ferry Options

Haig Point currently operates a ferry to Hilton Head for their members, residents, and their guests. Their service provides access to Hilton Head at their embarkation point near Broad Creek Marina. Bloody Point service to downtown Savannah was discontinued in December, 2017 with the closure of the resort.





Chapter Five:
***NEEDS AND
OPPORTUNITIES***

CHAPTER 5: NEEDS AND OPPORTUNITIES

The identification of the needs and opportunities facing the Island is the first step in the development of strategies to address these needs and capitalize on the opportunities. These strategies will enable the Island to meet the identified goals and achieve the vision for the future. Members of the community provided critical feedback on the needs and opportunities, as well as priorities, during public workshops, meetings and through the community surveys. The following lists the needs and opportunities for each element identified through the planning process for each element.

Population Needs, Issues and Opportunities

- Ability to age in place and remain on the Island
- Lack of diversity in the demographics of the population, particularly focused on the Gullah residential population
- Three distinct population groups and the need of services to support each of these groups
 - Full time and part time island residents
 - Day trippers
 - Longer term vacationers

Economic Development Needs, Issues and Opportunities

- Ability to earn a living
- Build the economy on strengths of the island
- Enhance tourism economy through ecotourism and cultural/historic tourism
- Foster small agri-businesses
- Maintain and foster diverse, unique small businesses
- Meaningful work opportunities on the Island
- Showcase Daufuskie's unique and special qualities
- Basic support services on the Island, such as retail and service amenities

Natural Resources Needs, Issues and Opportunities

- Cleanliness of the island
- Maintain/preserve natural beauty
- Preserve and protect the natural environment
- Preserve open space
- Preserve the undeveloped nature of the Island
- Preserve/protect wildlife and their natural habitats
- Need for vegetative buffers

Cultural/Historic Resources Needs, Issues and Opportunities

- Foster and support the artisan culture and the arts
- Maintain, preserve and protect cultural and historical assets
- Maintain, preserve and protect the Gullah heritage of the Island
- Preserve architectural integrity and diversity

Community Facilities Needs, Issues and Opportunities

- Community meeting space/event space
- Maintain public access to the river and ocean
- Preserve/protect the waterfront and beaches
- Maintain and support the local island school
- Use existing assets for community purposes
- Maintain and support the fire and emergency services on the Island
- Preserve and enhance community spaces, such as public parks
- Local dump/solid waste solution
- Sufficient infrastructure to support growth: community wastewater, underground utilities, sustainable refuse collection, and water supply

Governmental/Intergovernmental Coordination Needs, Issues and Opportunities

- Enhance working relationships with Beaufort County
- Identify other partnerships

Housing Needs, Issues and Opportunities

- Presence of dilapidated housing
- Preservation of the remaining Gullah / historic cottages

Land Use Needs, Issues and Opportunities

Within each jurisdiction, there are smaller areas that have distinct or unique characteristics. The identification of these specific areas, or character areas, are used as a planning tool to address the needs and opportunities that are specific to that area and to develop strategies tailored for that area. The characteristics can be focused on geographical elements, as well as development patterns. The identified character areas serve as a guide for the development of the land use element, zoning and the identification of areas for priority investments.

Character Areas

In the previously adopted plan, Beaufort County crafted future development strategies for the identified zoning districts to address the needs affecting those areas. These previously identified zoning districts formed the basis for the updated character areas for the plan.

Each of the character areas were developed through a community workshop where the participants divided into three working groups. These groups identified the character areas, issues and potential development strategies. In addition to the development strategies identified for each character area, the workshop participants also identified overall development strategies for the Island. The compilation of the work efforts from the breakout groups were presented to the Project Advisory Committee for review and input.

Each of the character areas is described in detail, with the special and defining characteristics that the public wishes to enhance and protect identified. Current zoning classifications within each of the character areas have also been identified and analyzed for their applicability to the character area. The character areas that have been identified include the following:

- South Island Historic
 - Gullah Heritage sub-area is a part of this area
- Mid-island Historic
- North Island Historic
- Village Centers
- Heritage Corridor
- Village Gateway Corridor
- Coastal Mashlands

Although the PUDs are not subject to this current plan, the workshop participants included each of the PUDs as their own character area.

- Haig Point PUD
- Melrose PUD
- Oakridge/Beachfield PUD
- Bloody Point PUD

The character areas are shown on the map on the following page.

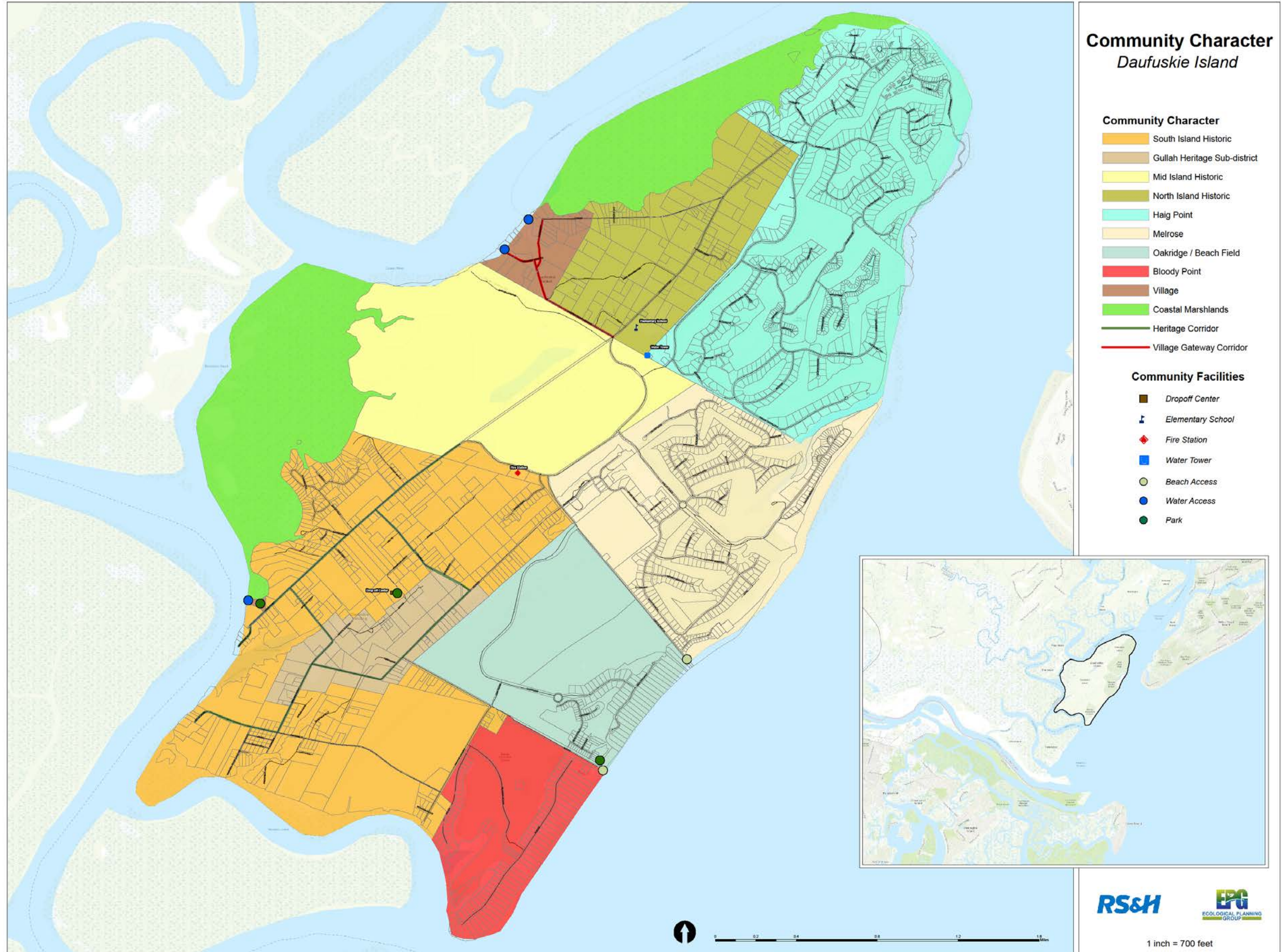


Table 15 shows each of the character areas along with the current zoning districts, including their general purpose and permitted uses.

TABLE 15. CHARACTER AREAS AND CURRENT ZONING

COMPARISON OF DAUFUSKIE ISLAND CHARACTER AREA AND CURRENT ZONING CLASSIFICATIONS			
Character Area	Current Zoning, General Status and Permitted Development Types		
	Primary Current Daufuskie Island Zoning Classification	General Current Allowable Uses	Current Base Residential Density Allowed
South Island Historic	Rural - D2R	Primarily rural in nature with agricultural uses, residential homes, and adaptive residential commercial uses not to exceed 1,000 square feet. A portion of this area is identified as conservation.	1 DU/Acre (gross)
Mid-Island Historic	Suburban - D3S	Single family homes, small B&B uses allowed, and accessory guest houses permitted, along with small office and commercial uses allowed. A portion of this area is set aside in conservation. Barge landing and permitted portal/marina	3 DU/Acre (gross)
North Island Historic	Suburban - D3S	Single family homes, small B&B uses allowed, and accessory guest houses permitted, along with small office and commercial uses allowed	3 DU/Acre (gross)



Village	General Urban - D4GU and Urban Center - D5UC	Single family and multi-family residential, B&B, Inns and Hotels, along with office and commercial uses	4 DU/Acre (gross) in D4GU and 8 DU/Acre (gross) in D5UC
Heritage Corridor	Rural - D2R	Primarily rural in nature with agricultural uses, residential homes, and adaptive residential commercial uses not to exceed 1,000 square feet	1 DU/Acre (gross)
Village Gateway Corridor	Public District - PD, Suburban - D3S, General Urban - D4GU, and Urban Center - D5UC	Public uses and civic sites as well as the uses identified in the D3S, D4GU, and D5UC above	Varies
Existing Approved PUDs	Existing Planned Unit Developments - PUD	Uses and densities as allowed by approved PUD. A portion of the Oakridge PUD has been set aside as conservation.	NA
Coastal Marshlands	Natural Preserve - T1NP	NA	NA

Strategies Affecting All Areas

Specific development strategies were identified for each of the individual character areas and were developed to preserve and enhance the existing character within the area. Development strategies that were applicable to all of the character areas were also identified and include the following:

- New development, redevelopment and restoration should be consistent with the existing character of the area in which the development occurs.
- Enhance the pedestrian environment where feasible.
- Historic structures should be preserved whenever possible.
- Prioritize tree preservation to protect the scenic and habitat value of the area.
- Encourage land uses, through clearly defined guidelines, that protect against stormwater pollution including xeriscaping, pervious surfaces and erosion and sedimentation control.
- Require the treatment of stormwater runoff quality and quantity prior to its discharge in the marsh.
- Limit housing density, size and height through zoning.



- Develop and adopt a wayfinding and directional signage plan to ensure consistency throughout the island.
- Encourage consistency with recommended design and architectural standards.
- Restore and maintain the tree canopy.

Character Area: South Island Historic

The South Island Historic character area is a unique rural residential area with some waterfront lots along the New River and Mungen Creek. In addition to the rural residential uses, low impact commercial service uses exist in this area. Most of the remaining Gullah structures lie in the South Historic area.

Characteristics

- Unique low density rural historic area
- Waterfront lots along Mungen Creek and the New River allow private water access
- Public access to water at the County dock
- Scenic views
- Low impact small commercial uses
- Small rural residential structures
- Areas of native Gullah family compounds
- Unpaved roads
- Community facilities
 - Mary Fields School
 - Fire Station
 - Church
 - Regional park at County dock site
- Cemeteries
 - Mary Field
 - White

Issues

- The Dump – location and maintenance
- Lack of buffers
- Abandoned and dilapidated structures
- County dock size/docking space
- Litter

Development Strategies

- The boat ramp, county dock and fishing pier are essential elements and should be preserved.
- Encourage safer pedestrian non-motorized mobility.
- Preserve historic structures whenever possible.
- Provide appropriate incentives for historic restoration projects.
- Preserve the scenic value of the area.
- Encourage preservation and enhancements of remaining Gullah areas
- Define a Gullah heritage area that supports the Gullah architectural styles

Character Area: Mid-Island Historic

A critical Daufuskie Island character area, this historic area consists of the undeveloped, environmentally sensitive areas bordering the Cooper River. A portion of this area has been placed in permanent conservation.

Characteristics

- Undeveloped
- Natural habitats and environmentally sensitive areas
- Waterfront system with freshwater wetlands
- Conservation area
- Water access to Cooper River

Issues

- Development pressures
- Preservation of unique environmental resources

Development Strategies

- Support projects enhancing wildlife habitats.
- Promote the area as a recreation area and eco-tourism destination.
- Preserve the greenspace adjacent the Cooper River and freshwater wetlands.
- Incorporate environmentally sensitive elements for any permitted development

Character Area: North Island Historic

This area is still rural in nature. The primary Island public spaces, such as the school and museum, are within this area. Some river view lots lie along Carvin Road bordering the Cooper River.

Characteristics

- Mix of housing types in a rural setting
- Low density
- Old growth trees
- Contains the public spaces of the Daufuskie Island school and Museum
- Tree canopy
- Unpaved roads
- Historic sites

Issues

- Dilapidated housing structures
- Stormwater runoff

Development Strategies

- Historic structures should be preserved whenever possible
- Enhance the pedestrian environment where feasible

- Preserve old growth trees
- Do not allow intrusion of heavy commercial uses
- Preserve the low-density character of the area
- Ensure any development does not negatively impact coastal marshlands

Character Area: Village Centers

There are two Village character areas that have been identified. The first is the area on the Cooper River that includes the private Freeport Marina and the public ferry access point at the Melrose landing. Freeport is developed with a dock, restaurant, general store and small rental units. The second village center is located at the southern end of the island in the area surrounding the public County dock. This area includes a public park, public restrooms and, until recently, a restaurant and small general store.

Characteristics

- Primary water access points
- Contains the primary commercial land on the island
- Environmentally sensitive areas exist
- Mix of paved and unpaved roads
- Tree canopy
- Cultural amenities
 - Gullah cemetery
 - Marsh Tackies
 - Public park/restrooms
 - Building that housed a restaurant and general store
 - Community gathering space

Issues

- Public ferry dock condition at Melrose dock
- Parking near Freeport is haphazard
- Condition of buildings at the public dock area and closure of the restaurant

Development Strategies

- Encourage village center type developments in this area.
- Promote area as access portals to the island's eco-tourism and low impact recreation destinations.
- Restrict or discourage uses that could contribute to water pollution.

Character Area: Village Gateway Corridor

This corridor runs from Old Haig Point Road to both the Melrose and Freeport marina sites along Cooper River Landing Road and Freeport Road to Carvin Road.

Characteristics

- Paved road connects Old Haig Point Road to Melrose dock
- Existing rural residential is limited along the corridor

- Historic and native housing is adjacent to corridor
- Limited development

Issues

- Litter along roadways

Development Strategies

- The corridor offers the opportunity to provide a mix of neighborhood commercial uses
- Shopping
- Crafts
- Restaurants
- Eco-tourism
- Encourage specialized commercial and mixed-use development along the corridor.
- Establish standards for a maximum percentage of residential use on a per parcel basis to encourage mixed use.
- Enhance pedestrian movements with streetscape improvements.
- Allow for an appropriate mix of retail, residential, and tourism-related uses consistent with the Plan vision.
- Implement traffic calming measures and parking improvements.
- Establish noise and sight buffers between commercial uses and adjacent residential areas.

Character Area: Heritage Corridor

The Heritage Corridor provides the major access routes serving the South Island Historic area and the proposed Gullah Heritage sub-area. It currently serves and links the community farm, the second village center area along with the County Dock and Park, the First African Baptist Church, Mary Fields School, and several small island shops and artist galleries.

Characteristics

- Part of South Historic area
- Significant historic, cultural and natural resources, including historic district designation
- Mix of paved and unpaved roads
- Uses include
 - Traditional cottages
 - Public uses/parks
 - Historic sites
 - Narrow unpaved streets

Issues

- Litter
- Road conditions on the unpaved portion

Development Strategies

- Establish standards and guidelines for signage.

- Provide signage for landmarks and commercial businesses.
- Preserve or restore historic structures whenever possible.
- Provide appropriate incentives for historic restoration projects.
- Ensure continued preservation of old growth trees, parks, and greenspace.
- Consider adoption of architectural standards for historic structures

Character Area: Haig Point PUD

This gated private golf community is located on the northern end of the Island. Amenities include golf, tennis, restaurants, and a private ferry system providing service to Hilton Head for residents, members and their guests.

Characteristics

- Gated community
- No public access
- Private ferry to Hilton Head
- Paved streets
- Golf course community
- Lighthouse and historic areas lie within gated area

Issues

- Public access to historic sites is limited

Development Strategies

- Permit only compatible uses allowed by the approved PUD agreement
- Develop agreements for access to historic sites

Character Area: Melrose PUD

This golf residential community is located on the eastern side of the Island with beach access. The development includes a resort currently owned by Redfish Holdings, LLC.

Characteristics

- Currently non-gated private community
- Low density residential with mix of single family and multi-family
- Community amenities
 - Inn
 - Golf
 - Tennis
 - Horse stables
 - Beach club/pool/restaurant facilities
- Paved roads

Issues

- History of bankruptcy issues
- Closure of community amenities
- Beach erosion
- Maintenance

Development Strategies

- Permit only compatible uses allowed by the approved PUD agreement

Character Area: Oakridge/Beachfield PUDs

This development is located on the eastern side of the Island and has beachfront access. Originally planned as a gated community, there is currently public access to this community.

Characteristics

- Non-gated private community
- Low density residential
- Paved roads
- Mostly undeveloped
- Beach access
- A section is in conservation

Issues

- Beach erosion
- Sensitive to storm surge

Development Strategies

- Permit only compatible uses allowed by the approved PUD agreement

Character Area: Bloody Point PUD

Bloody Point is located on the southern end of the island and has both beach access, as well as waterfront access to Mungen Creek. The most recent owner targeted Savannah as its market and provided ferry service from Bloody Point to downtown Savannah.

Characteristics

- Non-gated private community
- Low density residential
- Community amenities
 - Small Inn
 - Golf/Tennis/Pool
- Paved roads
- Private ferry to Savannah (not in service)
- Historic cemetery site

Issues

- Resort closed due to financial issues

Development Strategies

- Permit only compatible uses allowed by the approved PUD agreement
- Continue to provide public access to the historic cemetery site

Character Area: Coastal Marshlands

The coastal, saltwater marshlands primarily border the Cooper River, Ramshorn Creek and the New River.

Characteristics

- Unique natural environment
- Undeveloped, and not suited for development
- Flooding buffer
- Environmentally sensitive marine and wildlife habitat

Issues

- Impacts from adjacent development
- Stormwater runoff

Development Strategies

- No development should occur within or impacting these areas.

Transportation Needs, Issues and Opportunities

- Dedicated, well-maintained public ferry landing
- Maintain balance of paved/unpaved roads for safety, security, and access
- Reliable and convenient transportation to the Island
- Roadway maintenance
- Increasing automobile presence on the Island may result in the need to have more standard traffic markings/signage



Chapter Six:

ACHIEVING THE VISION

CHAPTER 6: ACHIEVING THE VISION

The Daufuskie Island Comprehensive Plan identifies the action steps that the community, in coordination with Beaufort County, will undertake to achieve the community vision. These action steps are implementable and are included in the following Plan Work Program, which serves as the Priority Investment element required by the comprehensive plan legislation. This work program is specifically targeted for the Daufuskie Island community and recognizes that, as an unincorporated area, the majority of the action steps will be accomplished by volunteer groups, committees and residents and take advantage of the skills and abilities within the community. It will be critical for the implementation of the identified action steps to coordinate closely with Beaufort County

Daufuskie Island Plan Work Program

The action steps and components of the Work Program have been identified to achieve the goals for the Island established during the planning process. Each of the identified action steps are categorized under its intended goal. To identify responsible party for moving the recommended action items forward, the implementation plan is centered on the Daufuskie Island Council and its existing committee structure. These existing committees include:

- Cultural and Historic Preservation
- Island Plan and Code
- External Outreach
- Ferry
- Roads
- Island Amenities
- Solid Waste
- Resources

The restructured committees incorporate all of these existing areas of focus, while combining and/or broadening the scope of interest for some committees. The updated committee structure, which will be standing Council committees, is shown along with the comparison to the existing committee structure and scope is shown in Table 16.



TABLE 16. 2018 COMMITTEE STRUCTURE

2018 Committee	Previous Committee	Scope
Cultural, Historic, and Natural Preservation	Cultural and Historic Preservation	Protection, preservation and enhancement of community cultural and historic resources
Island Plan and Code	Same	Plan implementation
Coordination	External Outreach	Coordination with Beaufort County; local governments; state, local and regional agencies
Transportation	Ferry Roads	Focus on all multimodal transportation needs and infrastructure
Community Facilities and Assets	Island Amenities Solid Waste	Focus on the maintenance, enhancement and development of facilities and infrastructure
Resource Development and Grants	Resource	Focus on marketing, branding, identification of financial resources and grant opportunities
Economic Development	None	Focus on economic development opportunities, promotion and education in coordination with the other committees

The community of Daufuskie Island includes many talented and accomplished residents with numerous contacts who can provide insight and assistance into all of these areas. A network of resources will need to be established that can, and are willing to provide support to each of these committees and their activities.

Daufuskie Island Goals

The following goals, not shown in any priority order, were identified by the community during the planning process:

- A. Preservation of community character
- B. Balance growth and development with the existing community character
- C. Promote a sustainable economy compatible with existing community character
- D. Preserve and enhance community assets, including the natural beauty of the island
- E. Promote environmental stewardship
- F. Preserve the island history and culture, including a focus on the native Gullah heritage

Each of the work items have been structured to assist in achieving these goals. Many of the action items identified will incorporate multiple goals. Each of the items also includes a





timeframe for action and/or if it is an ongoing activity. The identified timeframes are as follows:

- Short-range: 1-2 years
- Mid-Range: 3-5 years
- Long-Range: 5-10 years





Work Plan to Achieve Island Goals

Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
ECONOMIC DEVELOPMENT COMMITTEE			
Promote eco-tourism and off-peak tourism	A,B,C,E	Ongoing	DI Council Committee and Volunteer Time/Eco-Tourism includes both existing peak season and promotion of tourism in off-peak season
Identify group camping sites and ensure sites are in accordance with code	A,B,C,E	Short-Range	DI Council Committee and Volunteer Time/Coordination with Plan Implementation Committee
Develop marketing and branding to effectively market Daufuskie Island as an eco-tourism destination	B,C	Short-Range/Ongoing	DI Council Committee and Volunteer Time/Identify resources for assistance with marketing and branding
Coordinate with existing birding trails and develop amenities for birding trail sites on Daufuskie Island	B,C,D	Mid-Range	DI Council Committee and Volunteer Time/Identify resources and assistance for research and coordination opportunities
Promote agri-business in coordination and cooperation with Daufuskie Community Farm	B,C,D,F	Mid-Range	DI Council Committee and Volunteer Time/Coordinate with Community Farm and other agri-business organizations to understand and develop opportunities
Work with Daufuskie small business initiative and SCORE Association (Service Corps of Retired Executives) to develop a support network and small business incubator	B,C	Long-Range	DI Council Committee and Volunteer Time/Coordinate with SCORE



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Provide educational opportunities for the community to understand development requirements, pro-formas, etc.	B,C	Short-Range	DI Council Committee and Volunteer Time/Identify educational resources
Develop economic base to ensure young people can remain on the island and earn a living.	B,C	Ongoing	DI Council Committee and Volunteer Time
COMMUNITY FACILITIES AND ASSETS COMMITTEE			
Continue to work with County and community organizations and members to address the issues with the existing dump site with potential short-term solutions, ie. fencing, manning the facility, covered dumpsters	D,E	Ongoing	DI Council Committee, Community Organization and Citizen Volunteer Time
Continue to coordinate on a long-term, sustainable solid waste facility	D,E	Mid-Range	DI Council Committee, Community Organization and Citizen Volunteer Time
Continue and expand Adopt-A-Road Program	A,D,E	Ongoing	Volunteer time/Coordination with Daufuskie Island Conservancy
Coordinate to include in tourist pamphlets information regarding litter prevention and golf cart safety	A,B,D,E	Short-Range	DI Council Committee and Volunteer Time/Coordination with Existing Businesses with Tourist Information
Organize a volunteer network to maintain public facilities	A,B,D,E	Ongoing	DI Council Committee and Volunteer Time
Ensure roadway and dumpsite grading do not adversely impact environmental resources and drainage	E	Ongoing	DI Council Committee/Coordination with County



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Identify services lacking for year-round Island residents, including those needed to serve aging populations, and prioritize need to develop options for meeting the identified needs	B,C	Ongoing	DI Council Committee, Community and Volunteer Time/Coordination with County, Other Organizations to Potentially Meet Needs
PLAN IMPLEMENTATION COMMITTEE			
Update and simplify Island Code	A,B,C,D,E,F	Short-Term	DI Council Committee
Monitor progress of plan recommendations	A,B,C,D,E,F	Ongoing	DI Council Committee
Establish on-island planning advisory board to provide input to County and County Planning Commission regarding Island developments and consistency with code	A,B,C,D,E,F	Short-Term/Ongoing	DI Council Committee
TRANSPORTATION COMMITTEE			
Work with County to identify and implement potential road material that can stabilize the unpaved roads without paving to avoid additional impervious surfaces and drainage issues	A,D,E	Mid-Term	DI Council Committee
Continue to Coordinate with County and Palmetto Breeze to provide stable, consistent, and quality public ferry service	A,B,C	Ongoing	DI Council Committee
Open discussions with SCDOT/Office of Public Transit to gain understanding of transit funding and explore additional options	A,B,C	Short-Term	DI Council Committee



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Research other ferry systems' organizational structures, funding mechanisms to identify potential models	A,B,C	Short-Term	DI Council Committee
Continue to coordinate with County on acquisition of rights of way on roads maintained by the County for more than 20 years.	A,B,D,F	Ongoing	DI Council Committee
CULTURAL/HISTORIC/NATURAL PRESERVATION COMMITTEE			
Work with the Gullah Geechee National Heritage Corridor to promote Daufuskie and identify opportunities for heritage preservation and potential funding	A,B,D,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Coordinate with organizations such as the Preservation SC, Daufuskie Island Historical Foundation and other interested parties and agencies to address preservation of historic Gullah houses and identify grant opportunities	A,B,D,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Work with and support existing preservation groups on the island	A,B,D,E,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Meet with Tybee Island officials and SC state agencies to understand grant opportunities for beach renourishment	D,E	Short-Term	DI Council



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Coordinate with Beaufort County to conduct a significant tree survey and develop protections within the code for significant trees	A,B,D,E	Mid-Term	DI Council/Beaufort County Staff Time
Continue with existing wayfinding signage	A,B,C,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
COORDINATION COMMITTEE			
Continue close coordination with Beaufort County staff and elected officials on issues affecting Daufuskie Island	A,B,C,D,E,F	Ongoing	DI Council and Committee
Work with Beaufort County, state and regional agencies to identify funding for grants researcher and writer	A,B,C,D,E,F	Short-Term	DI Council and Committee
Establish committee, including Beaufort County officials, to examine and identify governance options for the Island	A,B,C,D,E,F	Mid-Term	DI Council and Committee
Continue to use existing tools to communicate community information (website, social media)	A,B,C,D,E,F	Ongoing	DI Council and Committee
Coordinate with Daufuskie Island Fire and Emergency Services and Beaufort County Emergency Management officials to educate and inform residents on hurricane preparedness	A,B,C,D,E,F	Ongoing	DI Council and Committee



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Work with state economic development agencies and tourism agencies for assistance and support in developing programs to capitalize on tourism	A,B,C,D,E,F	Ongoing	DI Council and Committee
RESOURCE DEVELOPMENT AND GRANTS COMMITTEE			
Utilize existing community resources to identify potential grant opportunities	A,B,C,D,E,F	Short-Term	DI Council Committee and Community Organizations
Coordinate with community resources, organizations and businesses to develop major Island festival (in addition to Daufuskie Days)	A,B,C,D,E,F	Short-Term	DI Council Committee, Community Organizations and Businesses
Identify and hire grants researcher/writer (part time)	A,B,C,D,E,F	Long-Term	DI Council/Funding from Organizations, Proceeds from Fund-raisers and Festival



APPENDICES





APPENDICES

- Community Participation Documentation
- Survey Results
- Existing Conditions Mapping





COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 1

June 29, 2017



THE UPDATE OF THE DAUFUSKIE ISLAND PLAN IS UNDERWAY AND...

WE NEED YOU!

THURSDAY, JUNE 29th

5:00 -6:30 PM

MARY FIELDS SCHOOL

The Daufuskie Island Plan will chart the future course of the Island *and your participation is vital*. There are several ways to participate:

PUBLIC MEETINGS - *The first meeting is scheduled for Thursday, June 29th at Mary Fields School, 5:00 PM to 6:30 PM.* Light refreshments will be provided. In addition to this first meeting, there will be a series of additional public meetings over the course of the plan development that will provide interactive opportunities for your feedback and input.

COMMITTEE ON THE DAUFUSKIE ISLAND PLAN AND CODE- This group is a committee of the Daufuskie Island Council established to guide the process of updating the plan and code. This committee of Council will serve as the Project Advisory Committee during the plan development and will meet regularly over the course of the process. These meetings are open to the public and all are welcome to attend. The Committee and the technical project team are listed below.

COMMITTEE ON THE DAUFUSKIE ISLAND PLAN AND CODE

DAUFUSKIE ISLAND COUNCIL MEMBERS	CITIZEN MEMBERS
Deborah Smith, Committee Chair	Leeann Coulter
Darnell Brawner	Martha Hutton
Sallie Ann Robinson	Andy Mason
John Schartner	Geoff Jenkins

PROJECT TEAM

Tony Criscitello, Director, Beaufort County Planning Department
Beverly Davis, AICP
"Sonny" Timmerman, P.E., AICP



DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

PUBLIC WORKSHOP #1

Thursday, June 29, 2017 5:00 – 6:30 pm
Mary Fields School, Daufuskie Island

AGENDA:

1. **Welcome and Introductions**
2. **Study Overview Presentation**
3. **Group Exercise**
4. **Next Steps**
5. **Adjourn**

The Comprehensive Plan charts the future course of the Island and your participation is vital.



**DAUFUSKIE ISLAND PLAN AND
CODE UPDATE**

June 29, 2017



Agenda

- The Plan Update and Process*
- Public Involvement/Participation*
- Schedule and Key Milestones*
- Review of Other Plans: Vision / Goals*
- Small Group Exercise*
- Next Steps*

RS&H

Plan Update

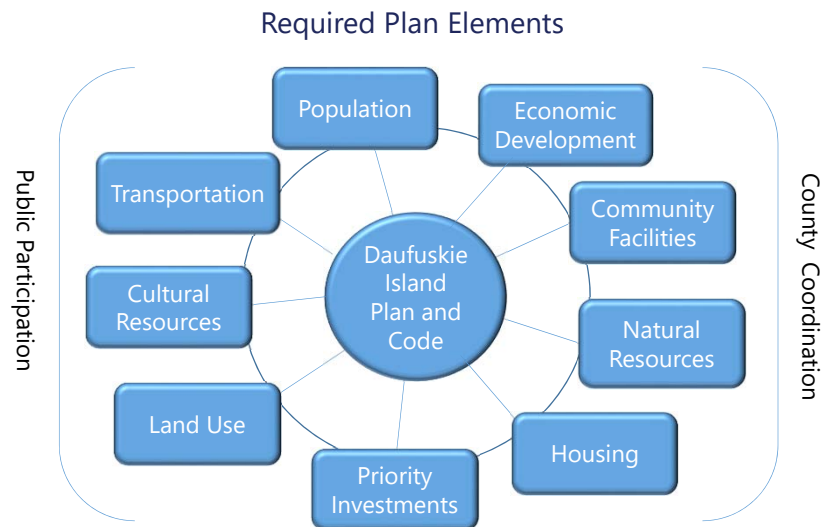
- » Daufuskie Island Council Initiative
 - Deborah Smith, Chair, Committee on the Daufuskie Island Plan and Code
 - Darnell Brawner, Council Member
 - Sallie Ann Robinson, Council Member
 - John Schartner, Council Member
 - Leeann Coulter, Public Member
 - Martha Hutton, Public Member
 - Andy Mason, Public Member
 - Geoff Jenkins, Public Member

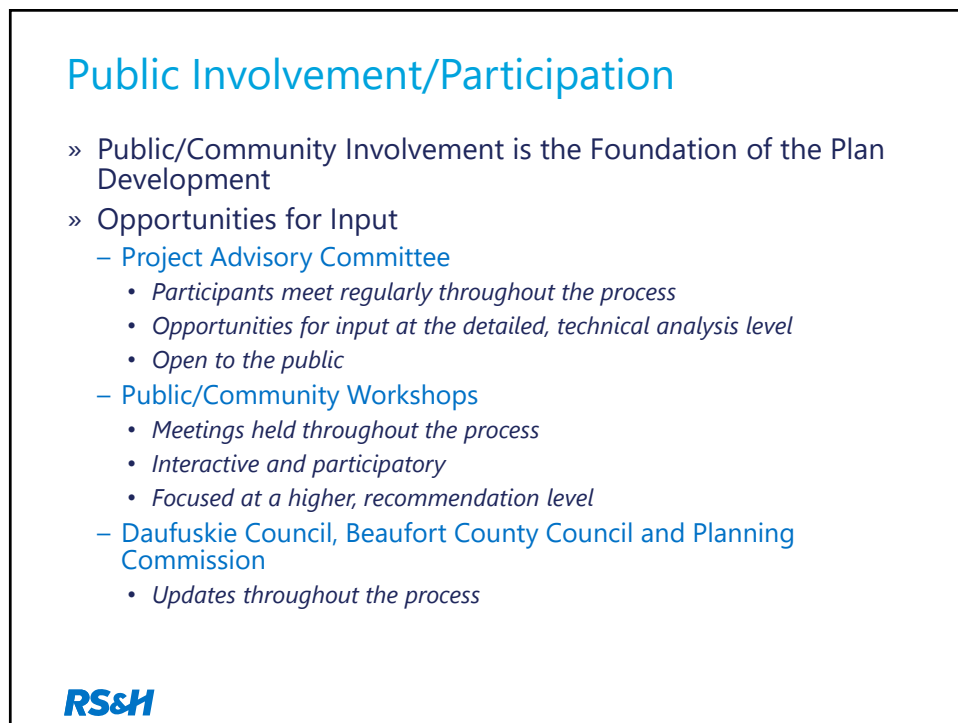
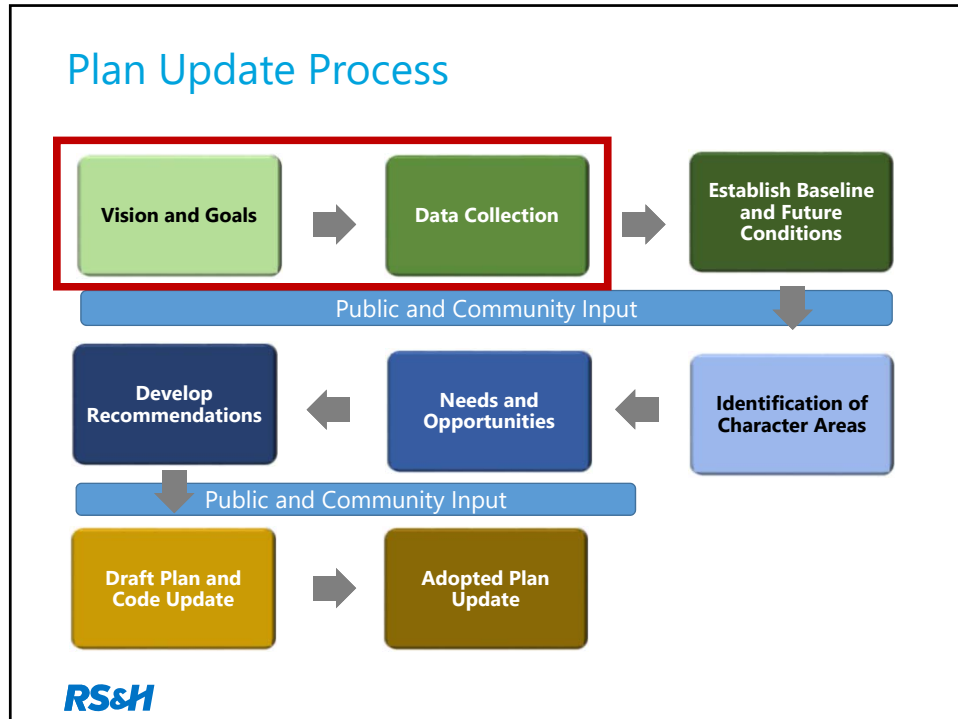
- » Council Committee serves as the Project Advisory Committee



Comprehensive Plan Update Process

- » Completed within the Framework of State Planning Requirements and Beaufort County Plan





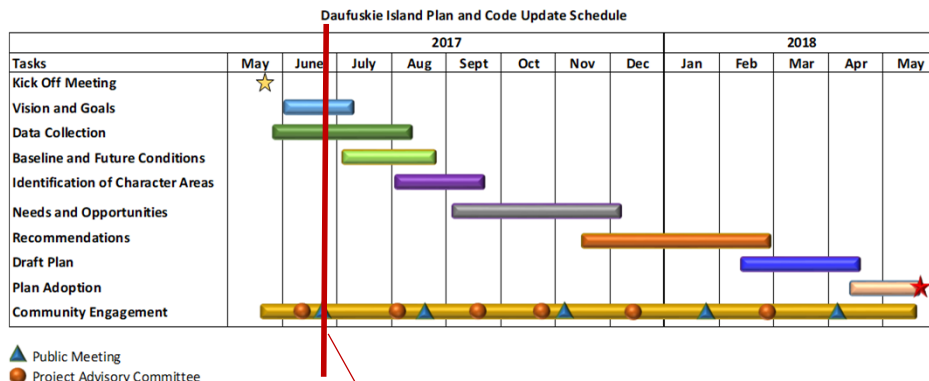
Public Involvement/Participation

- » Public Meetings/Workshops:
 - June 29, 2017
 - Review of planning process
 - Vision Statement
 - August, 2017
 - Finalize vision statement
 - Character Areas – Needs, Opportunities, Goals
 - October/November, 2017
 - Draft Recommendations by Character Areas
 - January, 2018
 - Plan Presentation and Needed Code Revisions
 - March, 2018
 - Code Revisions

- » Governmental Coordination:
 - Daufuskie Island Council
 - Monthly Updates
 - April, 2018 – Recommendation for Adoption
 - Beaufort County Council and Planning Commission
 - Milestone Presentations
 - County Council Adoption – May, 2018



Project Schedule



We Are Here



QUESTIONS?



RS&H

REVIEW OF OTHER PLANS



RS&H

Beaufort County Comprehensive Plan

- » Overall Vision
 - *“ Promote safe and healthy communities that preserve and build on the County’s unique sense of place; and promote sustainable economic opportunities that allow all County residents to thrive and prosper”*
- » Eight Vision Statements
 - *Preserve the natural beauty*
 - *Create new industries and jobs for a strong economy*
 - *Build better roads and encourage two-wheeled and two-footed travel*
 - *Preserve the rich cultural heritage*
 - *Permit development while maintaining sense of place*
 - *Create parks and conserve open spaces*
 - *Ensure affordable housing for all residents*
 - *Provide public services without breaking the bank*



Tourism Product Development Concept for the Lowcountry Region (SC PRT)

- » Daufuskie Island
 - *“Even by the extremely high standards of the Lowcountry, Daufuskie Island represents a unique asset.*
 - *As an ecotourism destination, further large scale real estate development should be prohibited, and strict zoning controls placed on the development of new structures.*
 - *Sustainable energy and transport options and recycling for the Island should be developed, and unsealed roadways left in their present condition.*
 - *Consideration should be given to the designation of an historic area in order to identify and preserve a zone where examples of the Island’s unique architecture may be relocated and preserved.”*



Other Plans

- » Southern Beaufort County Plan
 - Two regional parks
 - County Dock site
 - Beach Access from Beach Road
- » Gullah Geechee Special Resource Study
 - Documentation of Gullah culture and loss of cultural assets to development
 - Recommendation: Protect resources through establishment of a Gullah/Geechee National Heritage Area



Other Plans: Addendum 7/10/17

- » Daufuskie Island Conceptual Master Plan Charrette Report
 - Clemson Institute for Economic and Community Development
 - Recognition of Daufuskie's uniqueness
 - Focused on development of a plan and zoning recommendations
 - Maintain Haig Point Road as currently configured, with parallel path for walking, bicycles and golf carts
 - Protection of neighborhoods outside of the resort plantations and emphasizing Daufuskie style of land use/architecture
 - Mixed use district at south end of the island at county dock area
 - New public landing in the island center (Melrose/Freeport area) to become main portal
 - Updated zoning categories allowing small retail/businesses particularly in the center portal and southern portal



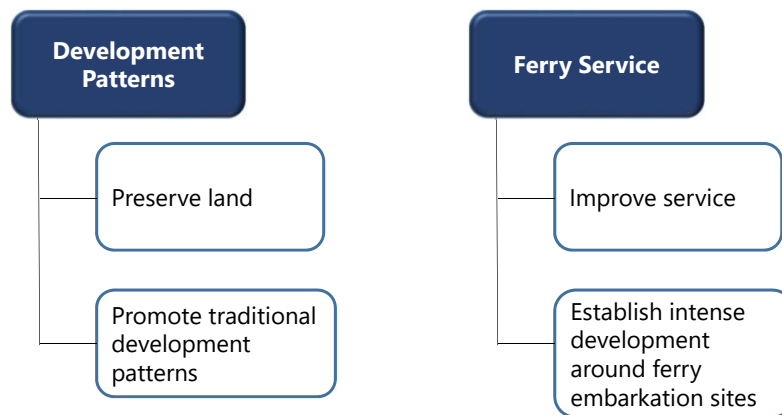
Other Plans: Addendum 7/10/17

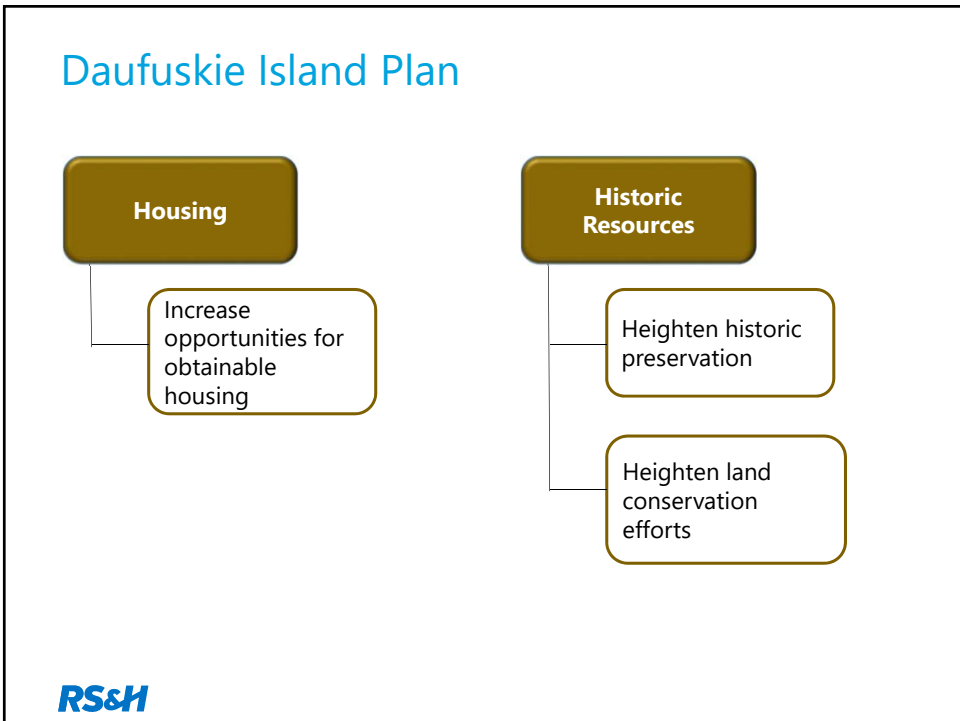
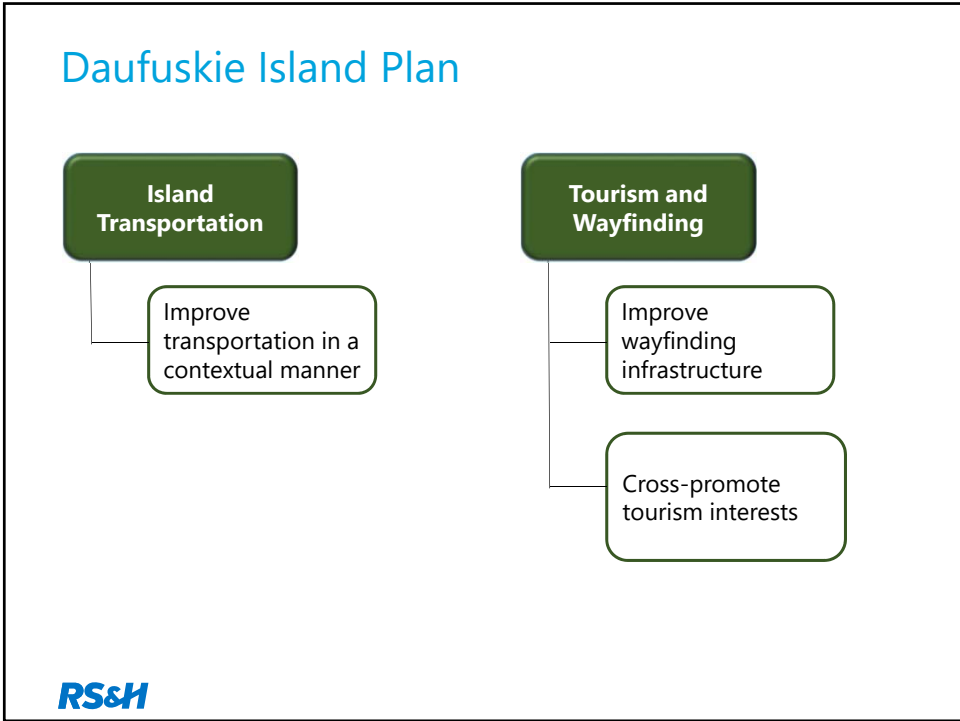
» Daufuskie Island Conceptual Master Plan Charrette Report
– Clemson Institute for Economic and Community Development

- "Daufuskie Island Covenant": *Similar to a vision statement*
 - Preservation of traditional island way of life while preparing for a prosperous future by responsible growth and maintaining values
 - Preservation of natural, cultural, historic resources
 - Civic engagement, economic diversity, sustainable development
 - Quality of life for generations
 - Welcome newcomers and opportunities while preserving island values

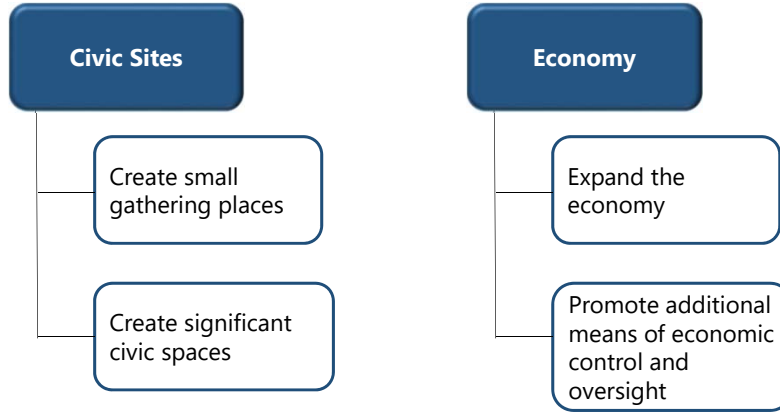


Daufuskie Island Plan

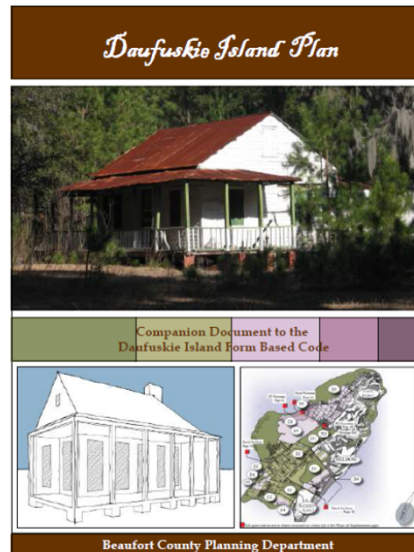
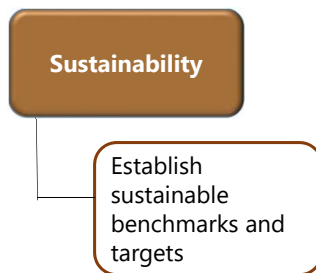




Daufuskie Island Plan



Daufuskie Island Plan



QUESTIONS?



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GROUP EXERCISE



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Group Exercise – Island Vision

- » Vision
 - What do we want to be when we grow up?
 - Provides the framework for the plan
- » Facilitated Discussion to Develop Vision Statement Elements
 - Brief review of other Vision Statements
 - Identification of priorities
- » Group Results will be Displayed and Top Priorities Identified by Participants
 - Sticky dots
- » **REMEMBER**
 - **Agree or Disagree...Every opinion is valid**



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Next Steps

- » Data Collection
 - Develop existing conditions to present at next public meeting
- » Develop draft vision statement based on workshop results and list of priorities
- » Disseminate draft vision statement and priorities in a survey (on-line and hard copy) for additional feedback
- » Project Advisory Committee meetings – all are welcome!
- » Next public meeting (August)
 - Finalize vision statement
 - Existing conditions
 - Identify character areas

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EXAMPLE LOCAL GOVERNMENT VISION STATEMENTS

<p>Tybee Island, GA</p>	<p>As concerned citizens of The City of Tybee Island, we will be conscientious stewards of our unique historic and cultural heritage, environmental resources, and diverse economic community. We will also ensure that our growth does not exceed the Island's carrying capacity. We will foster a vibrant, year-round economy and support our business community in its goal to provide quality services and facilities for both residents and visitors. We will provide increased recreational and educational opportunities for all age groups to promote Tybee Island as a family-friendly, four season vacation destination, while enhancing the distinctive atmosphere of our Island life.</p>
<p>Isle of Palms, SC</p>	<p>Isle of Palms has developed into a premier barrier island residential community with a variety of housing styles, commercial uses and recreational facilities and the natural resources that make Isle of Palms such a wonderful place to live and visit remain intact and in good condition. Measures that will enhance the existing character of the island as a quality place to live, and protect the environment both on and around the island, must be taken to guide development and preserve the quality of life for generations to come.</p>
<p>Key West, FL</p>	<p>Our mission is to protect our natural and built environment and honor our local heritage and cultural identity with citizens actively engaged in the life of our neighborhoods and community. Together we shall promote ongoing redevelopment of a sustainable economy, quality of life, and modern city infrastructure. Our government shall act on behalf of the long-term, generational interests of residents and visitors of Key West.</p>
<p>Manteo, NC</p>	<p>Manteo will maintain its character as a small town occupied year round, with an economy that accommodates intensive tourism during the summer. The town will promote limited, planned growth, encourage the provision of affordable housing, and integrate the various parts of the town through a combination of improved traffic management and pedestrian improvements, while celebrating the past history and continuity of life of the early settlers and recent arrivals alike. The town encourages new building and redevelopment alike respect and maintain their compatibility with the town's standards and styles.</p>
<p>Franklin County, FL (Apalachicola)</p>	<p>Ensure that the character and location of land uses in Franklin County minimize the threat to the natural environment or public health, safety, and welfare, and maximize the protection of the Apalachicola Bay, while respecting individual property rights.</p>
<p>St Marys, GA</p>	<p>The City of St. Marys goals are to maintain our welcoming, small-town community atmosphere as a Georgia gateway and destination; and to remain committed to investing in our natural and cultural resources while proactively planning for continued myriad growth opportunities. Our priorities include: creating an open and engaging community that is committed to improving quality of life through expanding opportunities for economic development and implementing policies that will foster sustainable growth.</p>

EXAMPLE VISION STATEMENTS: ISLANDS ACCESSIBLE ONLY BY BOAT

<p>Bald Head Island, NC Yr. Round Pop: 177 Area: ~ 9.5 sq. mi. Private ferry operator</p>	<p>Bald Head Island is a residential, family oriented community and major family vacation destination committed to living in harmony with nature while being supportive of activities and services necessary to enhance the quality of life on the island.</p>
<p>Mackinac Island, MI Yr. Round Pop: 489 Area: ~4 sq. mi. Private ferry operators</p>	<p>Maintain a high quality of life for both present and future island residents; preserve the physical, social, environmental, historical and cultural characteristics of the island; guide new development in a manner that conserves natural features, protects environmentally sensitive areas, and meets the long term needs of the community while recognize land owners’ rights to reasonable use of their land; balance the rate of land development with the available public facilities, services and infrastructure.</p>
<p>Avalon, CA (Catalina Island) Yr. Round Pop: 3,802 Area: ~ 3 sq. mi. (Village) ~ 76 sq. mi. (Isl.) (85% in Conservancy) Private ferry operators</p>	<p>Maintain a population size, both residents and visitors, that is consistent with the natural resources, public service and other factors while continuing to attract, accommodate and satisfy tourists upon which the local community is dependent; maintain and enhance the unique ecology and environmental features; Exemplify environmental awareness and stewardship; provide services to all type of visitors and maintain the sense of place that is the draw for tourists and residents alike.</p>
<p>Little Gasparilla Island, FL Yr. Round Pop: ~100 Area: ~ 3 sq. mi. Private water taxi</p>	<p>Little Gasparilla Island is a pristine piece of old Florida, conveniently located minutes from the mainland and its amenities and services. Quiet, peaceful and uncrowded, the island is an informal, yet cooperative collection of residents who cherish the breathtaking beauty of their unique island home and easy-going lifestyle. The island combines history, nature and individuality.</p>
<p>Anderson Island, WA Yr. Round Pop: 1,037 Area: ~ 8 sq. mi. Pierce Co. operated ferry</p>	<p>Anderson Island is a historic and rural residential community with an attractive and compact central node. Growth on the island is managed to retain the historic and caring character, foster a sense of community and diversity and preserve the natural environment. Residential and commercial development is designed to integrate into the natural surroundings and infrastructure and services supports a diversity of resident’s needs.</p>
<p>Guemes Island, WA Yr. Round Pop: 605 Area: ~ 8 sq. mi. Skagit Co. operated ferry</p>	<p>To allow growth that will conserve the island’s groundwater resources, rural character, and sense of community. Rural character includes both the amenities of the natural environment and the lack of urban-scale development and applies the non-visual aspects of rural life, including self-sufficiency, sense of community and mix of land uses.</p>
<p>Nantucket, MA Yr. Round Pop: 10,000 Area: ~ 49 sq. mi. (40% Cons.) State and private ferries</p>	<p>To create and sustain a healthy community, one whose residents have stability and security with resources protected for future generations.</p>

Guemes Island Sub-Area Plan: Island Welcome: Capturing the Vision

“As you walk here step gently, enjoy the young raven in the ancient fir tree that shades the cattail marsh just up from the beach

Sense the harmony of the islanders as they go about with an unhurried pace, a kind wave of the hand for all passers by

Admire the quiet. Breathe the peace we all try to preserve for each other; and do no harm here to our place...to our home.” – Gary Davis, Guemes Island Poet

**TOP FIVE THINGS I LOVE ABOUT DAUFUSKIE ISLAND
PUBLIC MEETING JUNE 29, 2017**

HISTORIC DISTRICT (8 Responses)

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Beauty Natural Beauty Natural Beauty Nature Nature and woodlands Nature- Trees Wildlife	Low density population No traffic No traffic Quiet Quiet Quiet and peaceful Rural Sand roads Simplicity Small population	Close to modern stuff Island is not for everyone Location Seclusion Separation from the world	A little wild Atmosphere	Diverse demographics Friendly People Friends People People People People	Safe community	History/Heritage	River and ocean Waterways Beach Water	Home based businesses Opportunities for new small businesses Unique small businesses

HAIG POINT (8 Responses)

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Beautiful Environment Environment Natural beauty Natural beauty Natural beauty Nature Wildlife Wildlife	Calm/Serene No artificial structure No traffic Quiet Remoteness/rural Rural Rural	Inconvenience/commitment to be here Insulation Isolated but connected No bridge No bridge No bridge Remote but connected/ease of use	Artisan culture Bugs-Keeps yankees away Character/Quirkiness Distinct areas No cops Opportunity to be yourself Quality of life Slow pace of life Uniqueness	Community culture Community involvement Diverse community Diverse demographics Friendly people People Sense of community Sense of community	Safety Safety	Historic	Waterfront	Small businesses

MELROSE (9 Responses)

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Natural beauty Natural beauty Natural beauty Natural beauty Natural beauty Natural beauty/diversity Wildlife	Connection with nature Dirt roads Golf cart transportation No franchises No traffic Non-Commercialized Not overbuilt/avoid overdevelopment Quiet Quiet Quiet/peaceful Remote/undeveloped Retreat/Restorative Rural Rural Uncrowded Uncrowded Undeveloped	Island/no bridge Moat	Culture Distinct areas Distinct communities Healthy lifestyle Unique character Uniqueness	Community/family Diversity Friendly Friendly people Neighborly People People Sense of community Sense of community	Safety Safety	History History	Beautiful beaches Beach	

**** NOTE: No participants identified their address in Bloody Point**

GROUP EXERCISE RESULTS: PUBLIC MEETING JUNE 29, 2017

Community Character		Growth/Development		Environment		Economy		Community Assets		History/Culture		Access		Infrastructure	
Balance lifestyle with commercial presence	4	Balance growth with community character	10	Enhance cleanliness	1	Ability to earn a living	3	Community meeting space/event space	1	Continued artisan support: accentuate and highlight	2	No bridge	3	Provide dedicated public ferry landing	2
Beautiful, tree lined roadway network	---	Balance prosperity while maintaining character	4	Maintain/preserve natural beauty	5	Build on strengths of the island	1	Maintain access of the river	1	Foster the arts	3	Preserve limited access	1	Provide island with sufficient infrastructure to support growth: community wastewater, underground utilities, sustainable refuse collection, water supply	---
Diverse demographics	3	Sensible growth	4	Preserve natural environment	3	Enhance tourism economy	---	Preservation of waterfront	2	Maintain Preserve historical assets	6	Preserve limited access to the island/no bridge	2	Maintain balance of paved/unpaved roads for safety, security, and access	---
Environment not overly commercialized	1			Preserve natural environment and lack of pollution and noise	2	Foster small agri-business	---	Preserve beach	---	Preserve historic/cultural assets	1	Preserve remoteness with proximity to "other world"	1	Transportation on and off the island	2
Extraordinary community involvement and welcoming people	1			Preserve open space	---	Increased tourism in a mindful way	2	Preserve local island school	---	Preserve historical and cultural heritage	1			Balance of transportation infrastructure/roads	3
Islanders want to be here and forgo convenience	4			Preserve undeveloped nature	---	Maintain diverse, unique small businesses	6	Preserve local school	---	Preserve history and culture	2				
Keep uniqueness of the island	3			Preserve wildlife	1	Maintain natural resources/expand eco-tourism	---	Preserve public access to waterfront/river/public beach	2	Preserving architectural integrity and diversity	3				
Maintain pace of life	4			Preserve wildlife habitat	2	Provide meaningful work opportunities	2	Use existing assets for community purposes	3						
Maintain quiet	1			Tour space for viewing natural assets	2	Provide sustainable economy that promotes quality of life and maintaining island character	1	Preserve fire/EMT services	---						
Maintain rustic character	---			Vegetative Buffers	---	Showcase Daufuskie opportunities	1	Preserve community spaces (parks, meeting spaces)	2						
Maintain the character	4			Well managed model of natural environment	2	Sustainable tourism	2	Establish good working relationship with Beaufort County	1						
Maintain tight knit community	3														
No big developments	4														
Open community interaction and neighborly															
Preserve diversity	2														
Preserve different character of communities	2														
Preserve eco-system and dirt roads	2														
Preserve friendliness and sense of community	4														
Preserve our way of life	3														
Preserve peace and quiet	3														
Preserve rustic character	1														
Preserve rustic character, homebased businesses, unpaved roads, architecture	3														
Preserve unique, quiet and safe environment	1														
Preseve community culture	1														
Rural character	3														
Rural nature and low density	5														
Safe community	---														
Safety in adventures for children	2														
Support vibrant lifestyle of residents while maintaining the restorative aspects	2														
Total Votes	66		18		18		18		12		18		7		7

Public Meeting # 1: 6/29/17



Public Meeting # 1: 6/29/17



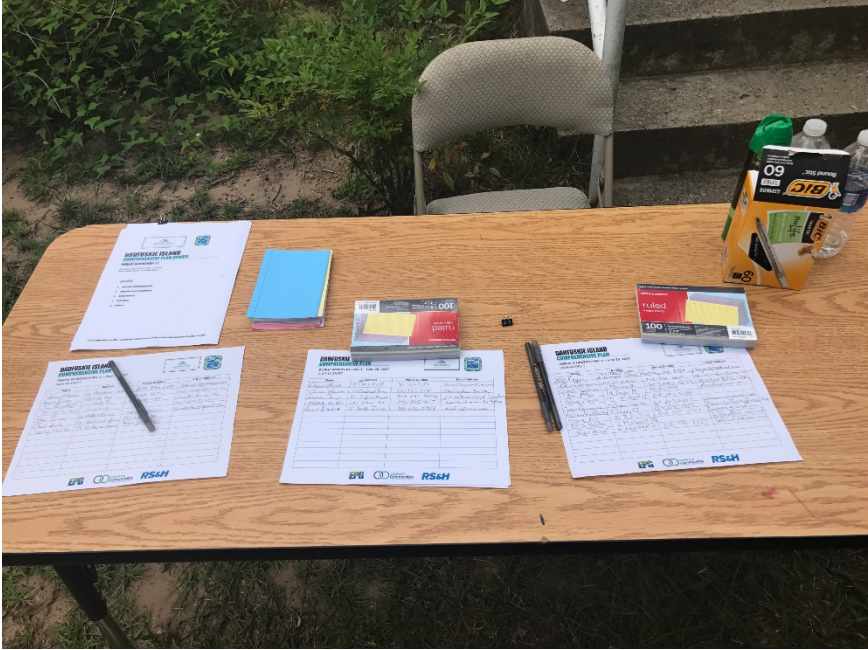
Public Meeting # 1: 6/29/17



Public Meeting # 1: 6/29/17



Public Meeting # 1: 6/29/17





COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 2

October 2, 2017

(Postponed from August 28, 2017 due to inclement weather)



DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

PUBLIC WORKSHOP #2

Monday, August 28, 2017
Mary Fields School, Daufuskie Island

AGENDA:

1. Welcome and Introductions
2. Study Update and Schedule
3. Survey Results
4. Existing Conditions Overview
5. Character Area Overview
6. Group Exercise
 - a. Character Area Identification
 - b. Issues
7. Next Steps
8. Adjourn

The Comprehensive Plan charts the future course of the Island and your participation is vital.



**DAUFUSKIE ISLAND PLAN AND CODE UPDATE
PUBLIC MEETING – 8/28/17**



WHAT IS A CHARACTER AREA?

- Local jurisdictions are comprised of smaller areas that have their own set of defining characteristics
- Planning tool to address specific issues and identify strategies specifically for these areas
- Specific geographic area with the following
 - Unique or special characteristics
 - Potential to evolve into a unique area
 - Require special attention due to unique development issues
- Serves as a guide for land use, zoning, and public investments to ensure the area meets the overall vision

EXAMPLES OF CHARACTER AREAS: TYBEE ISLAND COMPREHENSIVE PLAN

BACK RIVER NEIGHBORHOOD

Characteristics	Issues
<ul style="list-style-type: none"> • Unique residential neighborhood • Waterfront lots • Beach access along the Back River • Public access to water • Open space • Scenic views • Low impact commercial service uses 	<ul style="list-style-type: none"> • Identification and protection of historic properties • Maintaining unique Tybee sense of place • Protecting the interests of full time residents balanced with tourism • Maintain height limits • Compatible redevelopment with adjacent areas • Limit zoning variances • Zoning ordinance update • Impacts from down-zoning • Maintaining public access to water • Unsafe conditions for pedestrians

BEACHES

Characteristics	Issues
<ul style="list-style-type: none"> • Undeveloped • Natural, environmentally sensitive • Beachfront and dune system • Recreational opportunities • Protection is critical to the community 	<ul style="list-style-type: none"> • Beach and shoreline protection • Water quality • Emergency/disaster preparedness and rebuilding planning • Preservation/enhancement of the dune system • Jetties remaining in water • Impacts from shipping channel • Lack of/condition of public facilities



**DAUFUSKIE ISLAND PLAN AND
CODE UPDATE**

October 2, 2017



Agenda

- Project Update and Schedule*
- Survey Results*
- Existing Conditions Overview*
- Character Area Overview*
- Group Exercise*
- Next Steps*

Plan Update

- » Daufuskie Island Council Initiative
 - Deborah Smith, Chair, Committee on the Daufuskie Island Plan and Code
 - Darnell Brawner, Council Member
 - Sallie Ann Robinson, Council Member
 - John Schartner, Council Member
 - Leeann Coulter, Public Member
 - Martha Hutton, Public Member
 - Andy Mason, Public Member
 - Geoff Jenkins, Public Member

- » Council Committee serves as the Project Advisory Committee



Project Update

- » Survey completed and results analyzed
 - Online
 - Hard copy

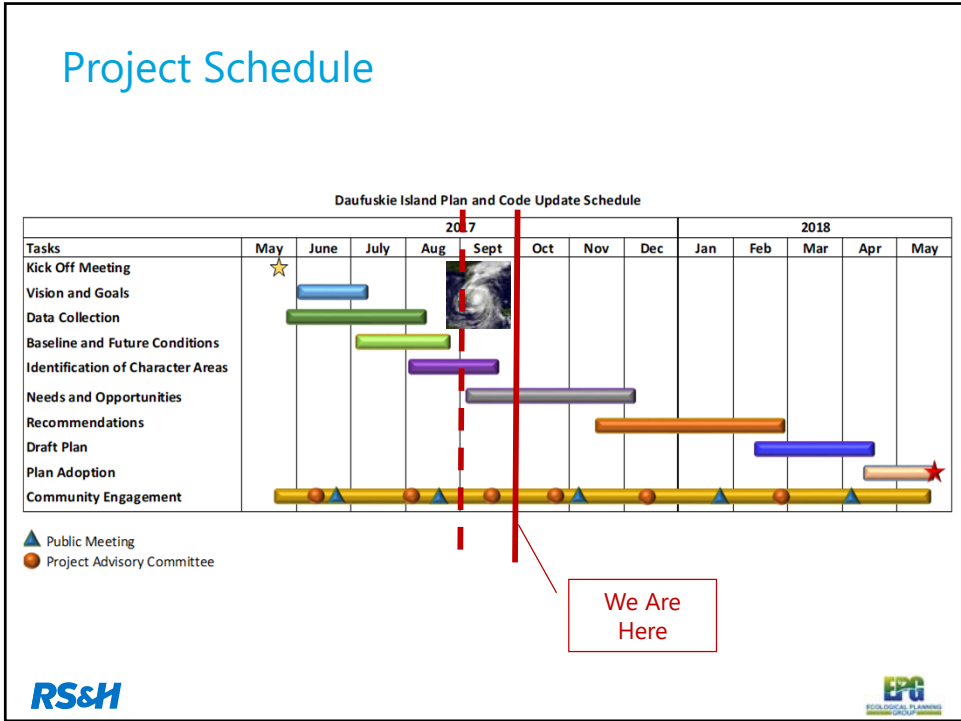
- » Data collection

- » Establish existing conditions

- » Finalized Vision Statement



Project Schedule



SURVEY RESULTS



Public Survey Review

The survey was available to the public for approximately one month

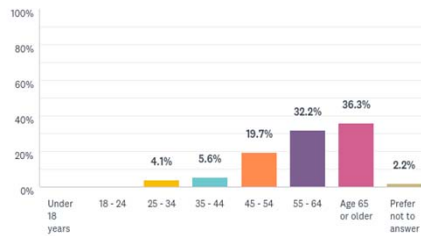
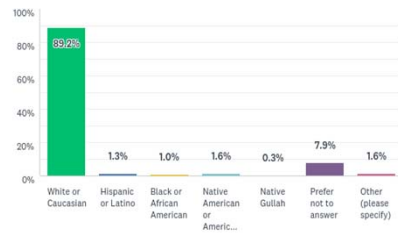
- » Survey went live on July 25, 2017
- » Survey was closed August 24, 2017
- » Total 368 participants (including paper copies)
- » Total of 314 complete responses



Public Survey Results

Who participated in the public survey?

ANSWER CHOICES	RESPONSES
Historic District	21.1% 75
Melrose	17.7% 63
Haig Point	51.7% 184
Bloody Point	4.8% 17
N/A, I do not live or own property on Daufuskie Island	4.8% 17
TOTAL	356

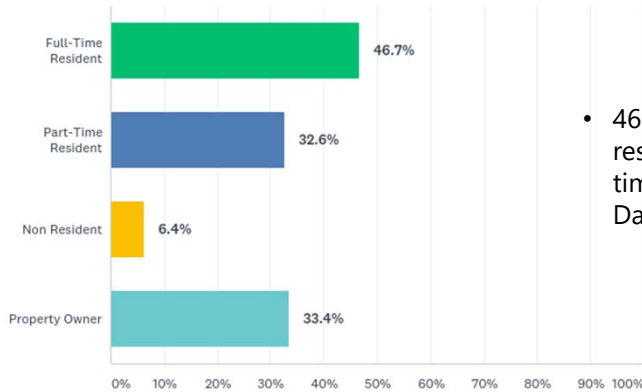


- 51.7% Haig Point
- 21.1% Historic District
- 89.2% White or Caucasian
- 68.5% Age 55 or older



Public Survey Results

What is your status on Daufuskie Island?

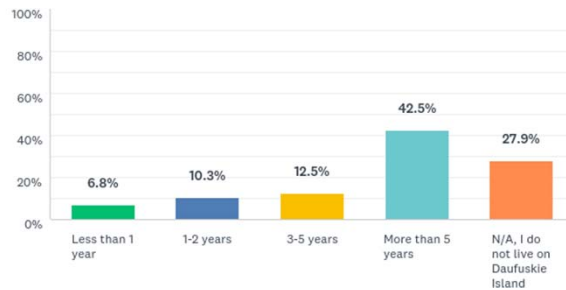


- 46.7% of respondents are full-time residents of Daufuskie Island.



Public Survey Results

If you are a resident, how long have you lived on Daufuskie Island?

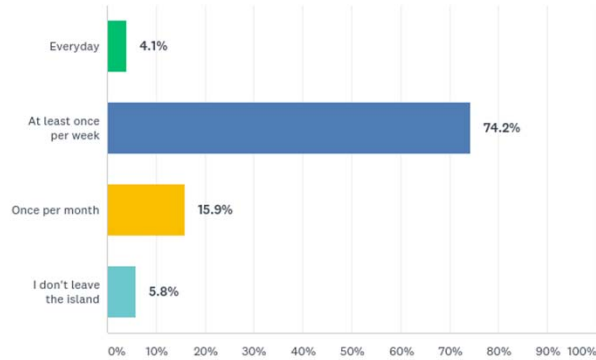


- 42.5% have lived on Daufuskie Island for more than 5 years.
- 6.8% have lived on the island for less than one year



Public Survey Results

How often do you travel between the island and mainland?

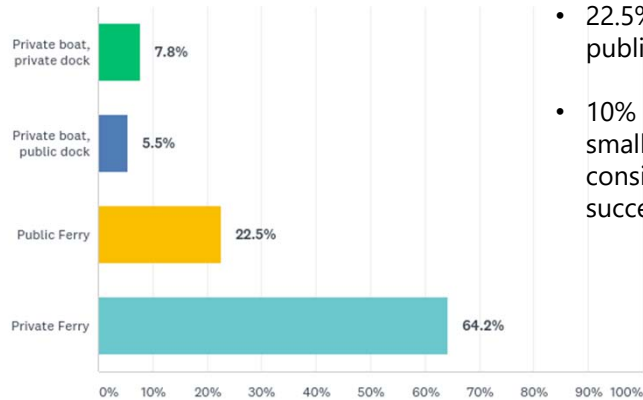


- 74.2% travel between the island and the mainland at least once per week.
- 5.8% of the respondents do not leave the island.



Public Survey Results

How do you typically access the island?

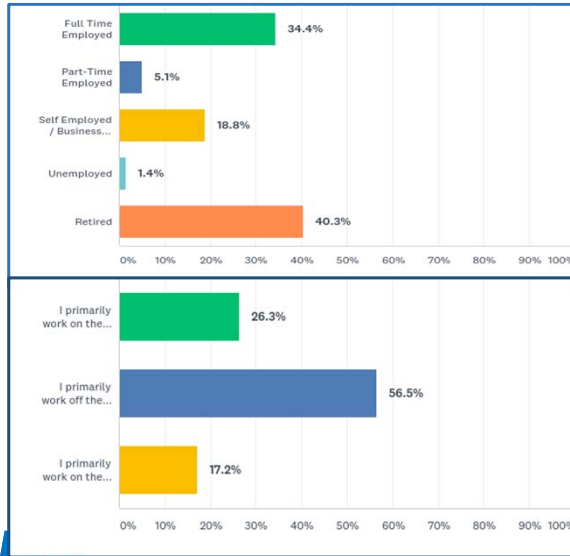


- 22.5% utilize the public ferry
- 10% transit usage in smaller urban areas is considered extremely successful



Public Survey Results

What is your employment status?/ Do you work on or off the island?

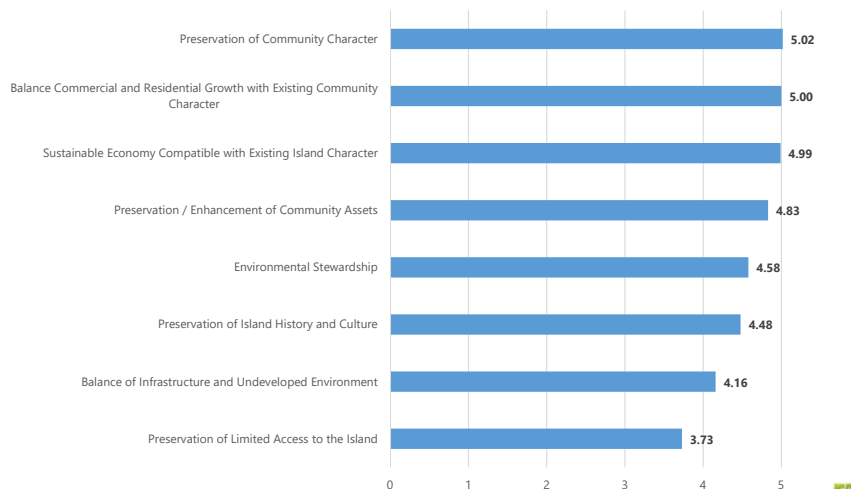


- 40.3% are retired
- 34.4% employed full time
- Almost 20% are self-employed
- 56.5% work off the island
- 17.2% work on the island from home



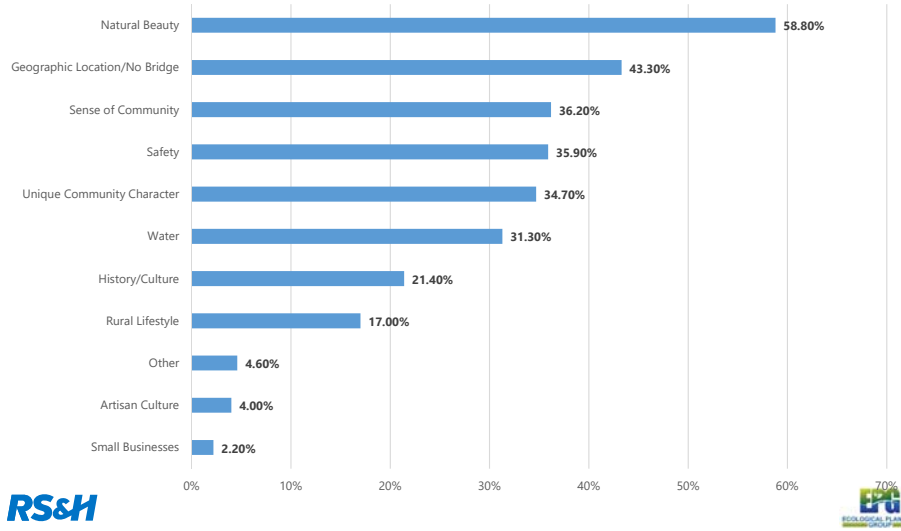
Public Survey Results

Rank on a scale of 1 - 8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered the highest priority?



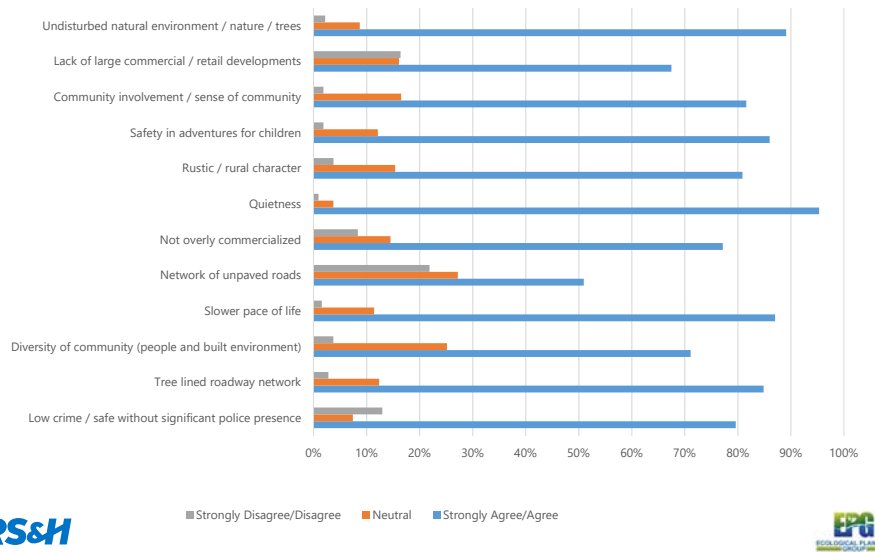
Public Survey Results

What do you love most about living on Daufuskie Island?
(Select the top 3)



Public Survey Results

Major Contributors to Daufuskie Island's community character.



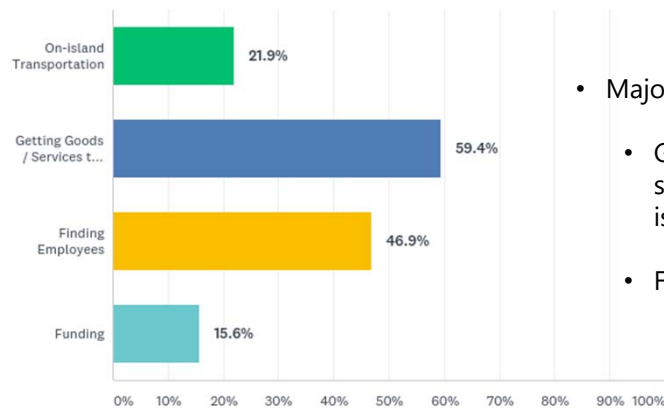
Public Survey Results

- » Major Contributors to Daufuskie Island Character
 - All were considered to be important by respondents
 - The top three contributors:
 - *Quietness*
 - *Undisturbed Natural Environment/Nature/Trees*
 - *Slower Pace of Life*



Public Survey Results

What are the major challenges you face as a business owner on the island?



- Major Challenges:
 - Getting goods and services to the island
 - Finding employees



Public Survey Results

- » What do you dislike about Daufuskie?
 - Majority of the respondents did not dislike anything about Daufuskie
 - Sample comments received multiple times:
 - *Bugs*
 - *Some people want to change it to be like where they came from*
 - *Snakes*
 - *Because I'm not a resident*
 - *Lack of respect/understanding between Island residents, particularly Haig Point and the Historic District residents*



Key Findings from Survey Results

- » Focus on Community Character
 - Preserving the community character
 - Balancing growth with the existing character
 - Sustainable economy compatible with existing character
- » Preservation of Community Assets, including the Environment and Natural Beauty
- » Respondents Liked:
 - Geographic location/No bridge
 - Quietness
 - Slower pace of life




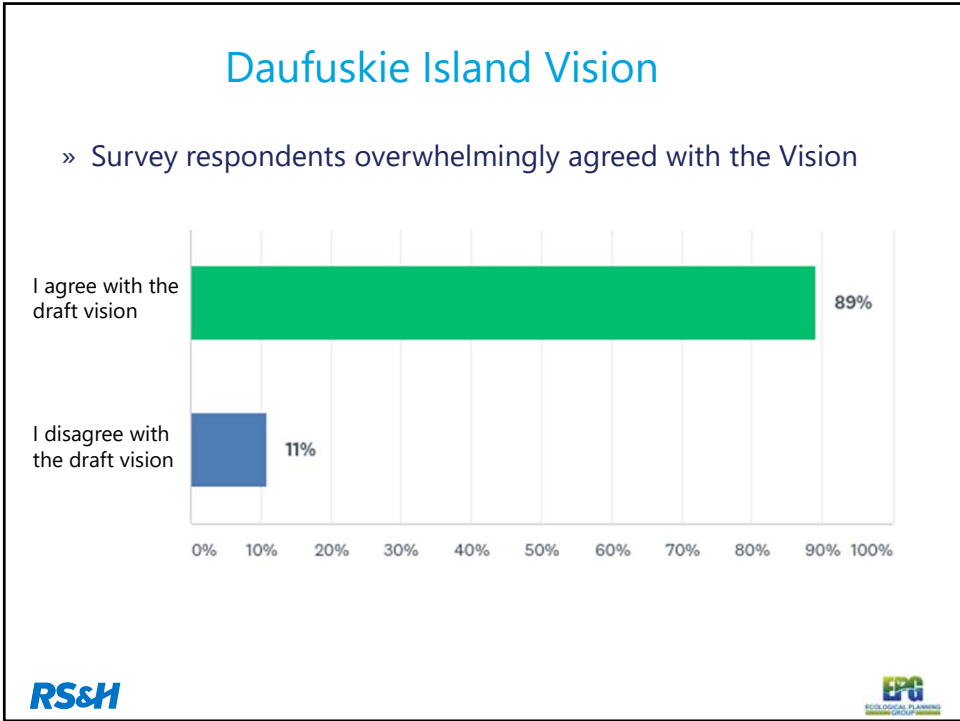


Daufuskie Island Vision

DRAFT VISION

"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and isolated island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."

RS&H 



- ### Daufuskie Island Vision
- » Sample comments from those who disagreed with the Vision:
- Too long and wordy
 - Too short
 - Not focused enough; too vague
 - Daufuskie is not pristine
 - Isolated is not the correct word and has a negative connotation
- The RS&H logo is in the bottom left and the EPG logo is in the bottom right.

Daufuskie Island Vision

- » Project Advisory Committee approved the Vision with one change to address comments

FINAL VISION

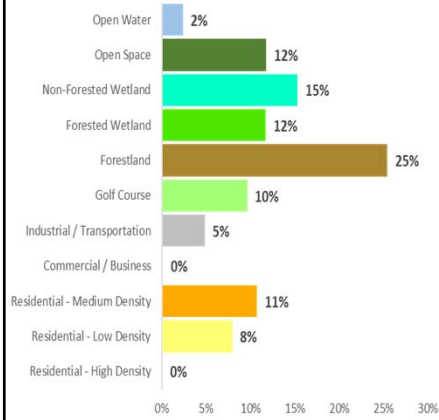
*"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and **secluded** island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."*



EXISTING CONDITIONS



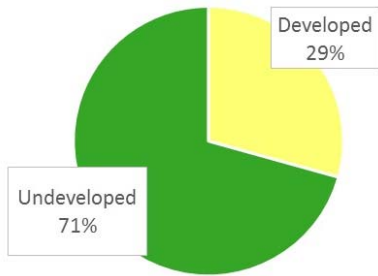
Existing Land Use Breakdown



RS&H

EPG
EPCOR GROUP OF COMPANIES

Parcel Development Patterns



Developed Parcels 592 (24%)
Undeveloped Parcels 1,891 (76%)





RS&H

EPG
EPCOR GROUP OF COMPANIES

Environmental Features

Legend

-  Saltwater Wetland
-  Freshwater Wetland:

Wetlands

<i>Saltwater</i>	17%
<i>Freshwater</i>	15%



Special Flood Hazard Areas

Legend

-  AE
-  VE
-  X500

Flood Zones

<i>High Risk</i>	64%
<i>Moderate Risk</i>	5%
<i>Low Risk</i>	31%



Predicted Storm Surge

Storm Intensity	Percent of Island Impacted
Category 1	49%
Category 2	38%
Category 3	11%
Category 4	2%
Category 5	0%

Legend

- Category 1
- Category 2
- Category 3
- Category 4
- Category 5



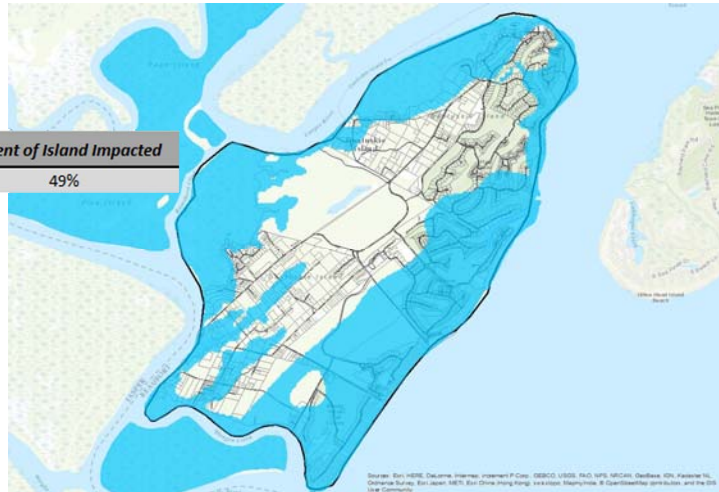
RS&H

EPG
EPA GROUP OF COMPANIES

Storm Surge

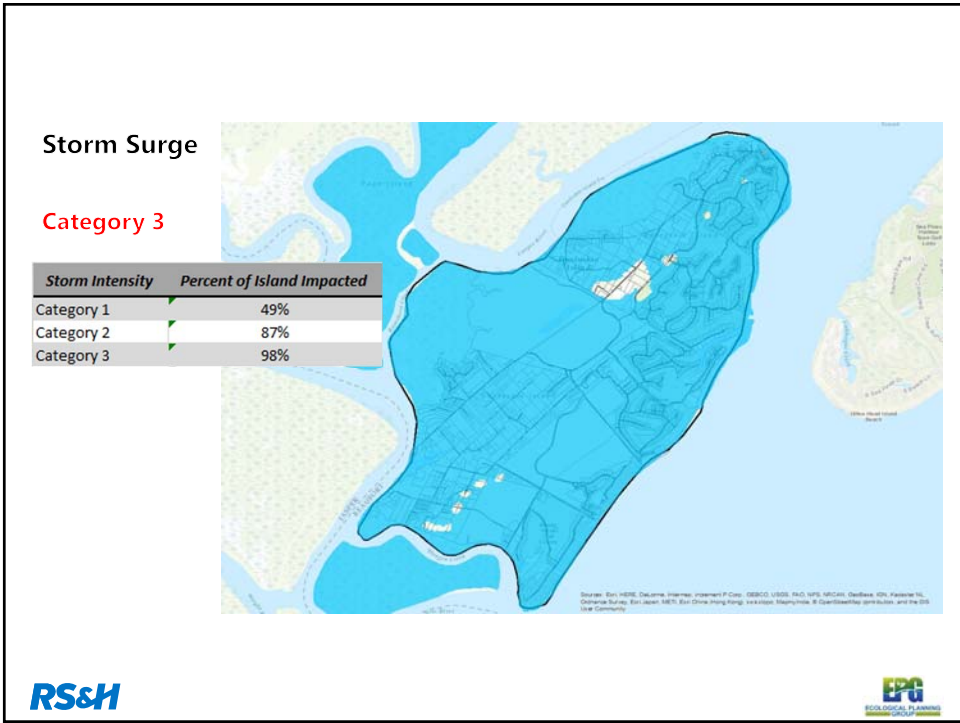
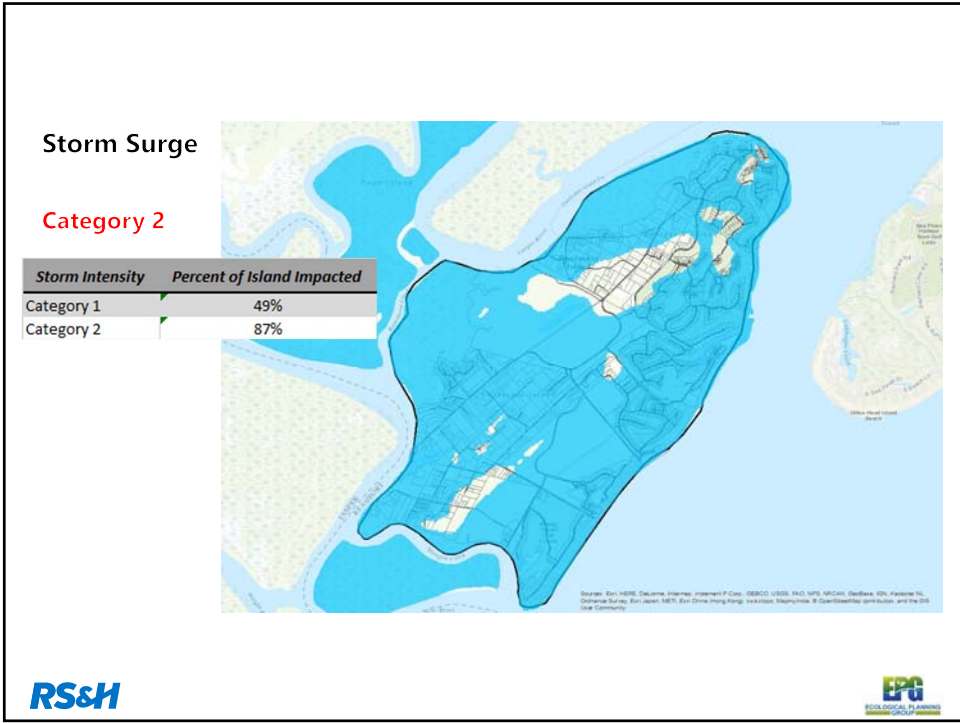
Category 1

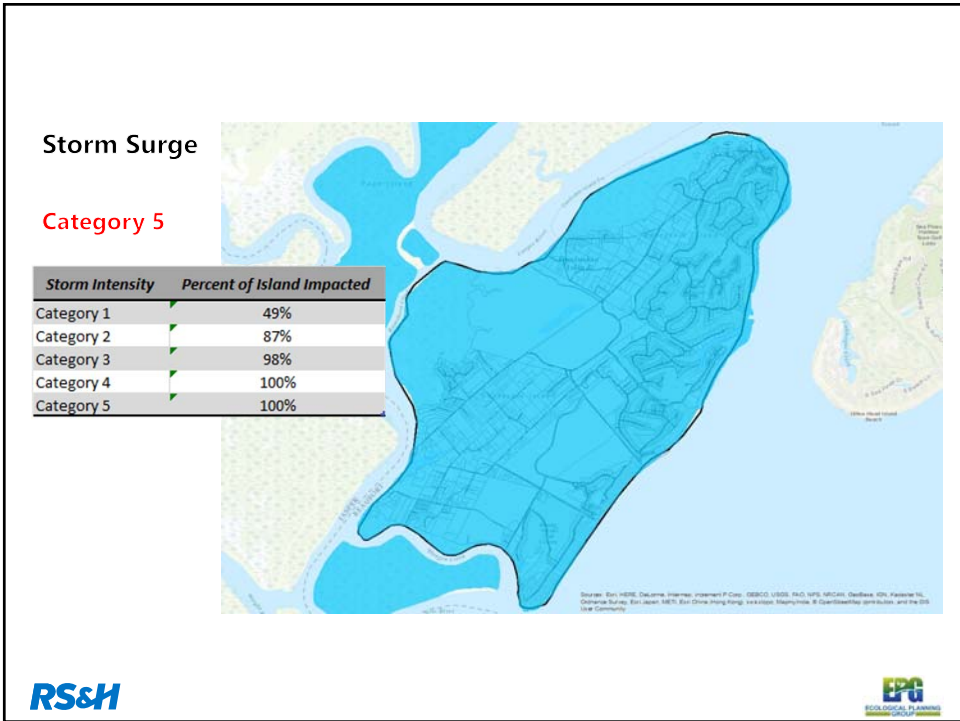
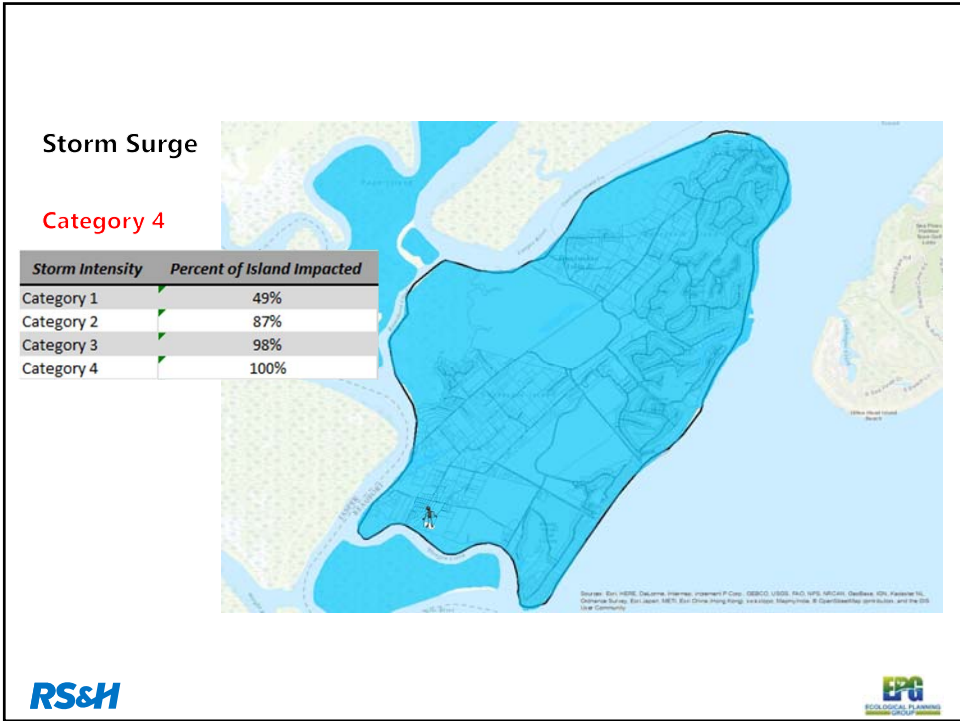
Storm Intensity	Percent of Island Impacted
Category 1	49%



RS&H

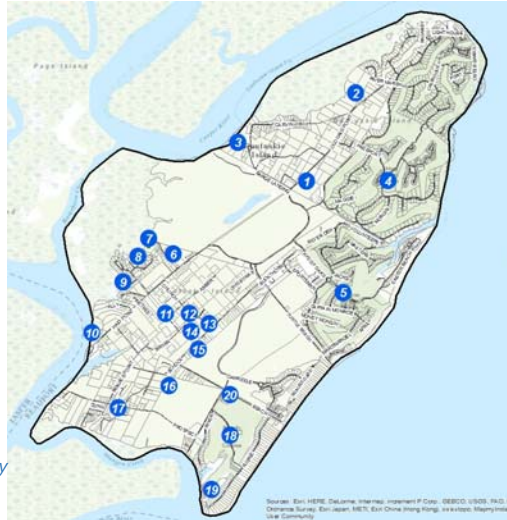
EPG
EPA GROUP OF COMPANIES



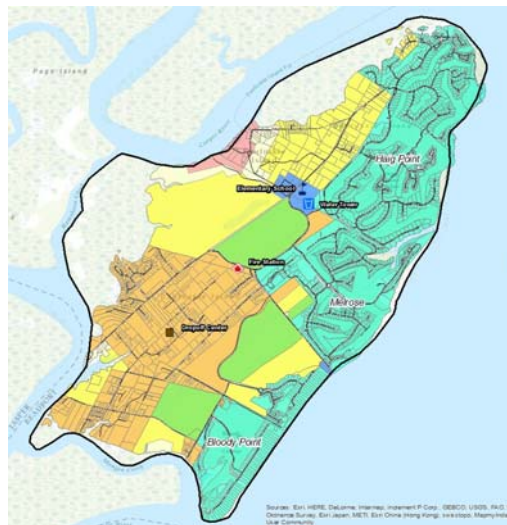
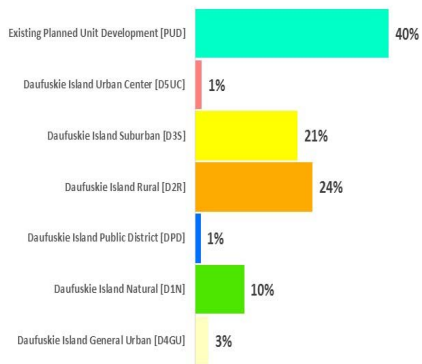


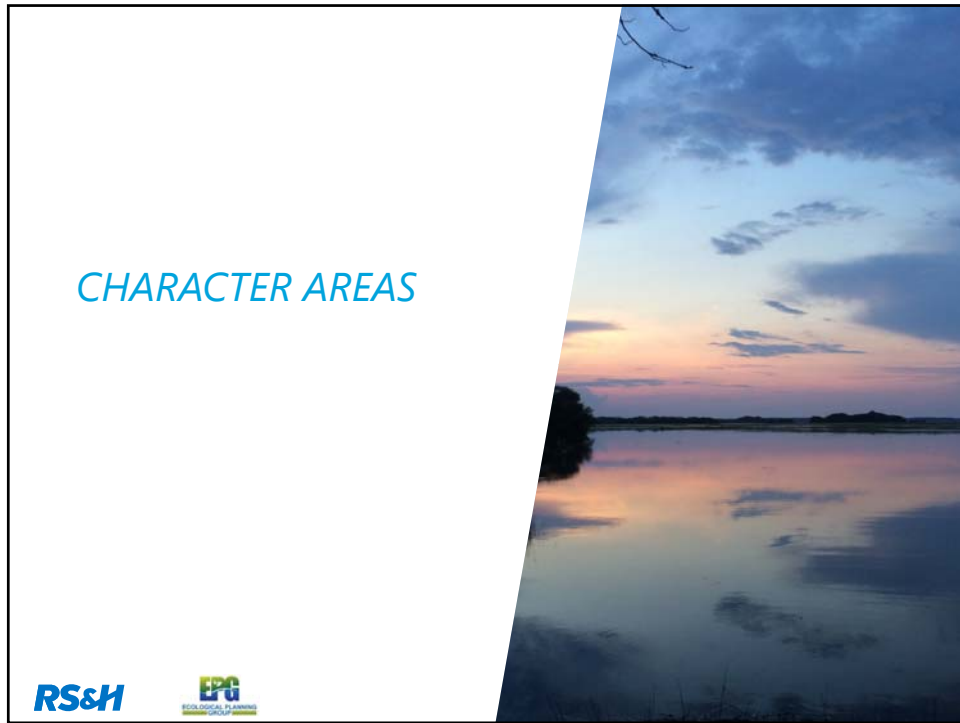
Community Features

1. Mt. Carmel Baptist Church No. 2
2. Tabby Ruin
3. Cooper River Cemetery
4. Haig Point
5. Melrose
6. Oyster Union Society Hall
7. Hinson White House
8. Mary Field Cemetery
9. Sarah Grant Home
10. Public Dock
11. White School House
12. The Council Tree
13. First Union African Baptist Church
14. Mary Fields School
15. Frances Jones Home
16. Moses Ficklin Cottage and Oak Tree
17. Mary Dunn Cemetery
18. Bloody Point
19. Bloody Point Cemetery
20. Bloody Point Lighthouse and Silver Dew Winery



Zoning Classifications





What is a Character Area?

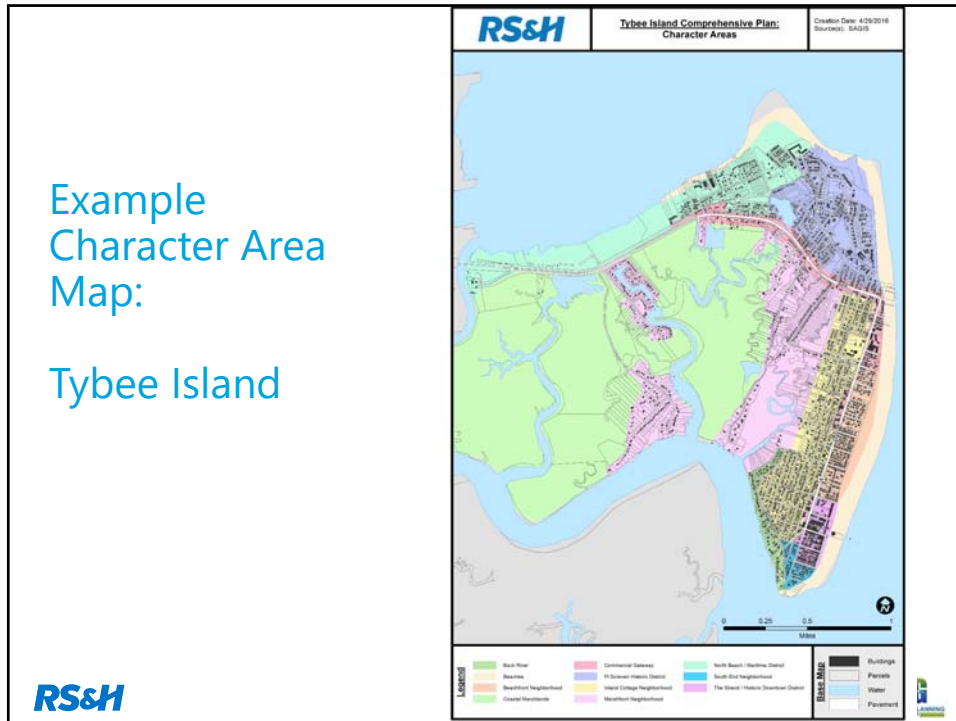
- » Planning Tool
 - Smaller areas within jurisdictions
 - Used to address specific issues and develop strategies unique to the character area

- » Specific Geographic Area
 - Unique or special characteristics
 - Potential to evolve into a unique area
 - Requires special attention due to unique development issues

- » Serves as a guide for land use, zoning and public investment

Example
Character Area
Map:

Tybee Island



Next Steps

- » Begin development of each plan element
- » Develop draft strategies to address the character area issues identified and for each plan element
- » Identify elements of the code that need to be updated/revised based on the issues and strategies
- » Project Advisory Committee meetings
 - Present project materials for review and direction on an ongoing basis
 - All are welcome to attend
- » Next public meeting (Nov/Dec)
 - Present draft strategies and elements of the code for update
 - Obtain feedback and input
 - Revise based on feedback

QUESTIONS?



GROUP EXERCISE



Group Exercise

- » Break into work groups at the five tables
- » Each table has a map of the island and markers
- » Identify the character areas on the map, reach consensus among your group and mark the areas on the map
- » Identify the unique/special characteristics of each character area and record on the sheets provided
- » Identify the issues facing each of the character areas and record on the sheets provided

GROUND RULES

- » Work together and remember that all opinions are valid
- » There may be the need to "agree to disagree"...if so, record both
- » Be sure to record the characteristics and the issues on the sheets provided



OCTOBER 2ND WORKSHOP RESULTS

DAUFUSKIE ISLAND DRAFT CHARACTER AREAS WITH CHARACTERISTICS, ISSUES AND STRATEGIES FOR EACH AREA			
Draft Character Area	Characteristics, Issues and Draft Strategies		
	Characteristics	Issues	Draft Strategies
South Island Historic	<ul style="list-style-type: none"> • Low density rural • Some private access to water • Public access to water at County dock • Small commercial uses • Many unpaved roads • Community facilities • Two cemeteries 	<ul style="list-style-type: none"> • The Island dump • Lack of buffers • Abandoned and dilapidated structures • Litter • County dock has limited docking space and time restrictions 	<ul style="list-style-type: none"> • County park adjacent to dock and county dock should be preserved for the community • Preserve and restore existing historic sites • Preserve and enhance remaining Gullah areas • Define an area that supports Gullah architecture and heritage
Mid Island Historic	<ul style="list-style-type: none"> • Currently undeveloped • Portion is in conservation • Water access to Cooper River • Natural wildlife habitat and environmentally sensitive area 	<ul style="list-style-type: none"> • Development pressures • Preservation of unique environmental resources • Runoff from development impacts 	<ul style="list-style-type: none"> • Support developments that maintain and preserve wildlife habitats • Preserve environmental resources • Support development that is in keeping with the island character
North Island Historic	<ul style="list-style-type: none"> • Mix of housing in a rural setting • Tree canopy • Many unpaved roads • Historic sites • Some Gullah areas • Public spaces (school and museum) 	<ul style="list-style-type: none"> • Dilapidated housing structures • Runoff from development impacts 	<ul style="list-style-type: none"> • Preserve historic and Gullah sites • Preserve low density character • Support development that does not impact runoff into rivers and marshes

OCTOBER 2ND WORKSHOP RESULTS

Draft Character Area	Characteristics, Issues and Draft Strategies		
	Characteristics	Issues	Draft Strategies
Village	<ul style="list-style-type: none"> • Primary water and ferry access • Largest commercial area on Island • Mix of paved and unpaved roads • Gullah cemetery site 	<ul style="list-style-type: none"> • Condition of dock at Melrose Landing which serves the public ferry • Haphazard parking around Freeport 	<ul style="list-style-type: none"> • Encourage a village center development • Promote area as access portals for the Island • Support development that does not impact runoff into rivers and marshes
Village Gateway Corridor	<ul style="list-style-type: none"> • Paved roads connect to Melrose dock • Residential is limited along corridor • Currently has limited development 	<ul style="list-style-type: none"> • Currently undeveloped and potential for out of character development • Condition of the Melrose dock • Parking for public and private ferries 	<ul style="list-style-type: none"> • Support development that provides a mix of neighborhood commercial uses and housing • Encourage pedestrian access • Encourage noise and sight buffers between commercial and residential uses
Heritage Corridor	<ul style="list-style-type: none"> • Serves as access for the South Island Historic area • Serves significant public, historic, cultural and natural resources and sites • Corridor has mix of paved and unpaved roads • Tree canopies 	<ul style="list-style-type: none"> • Development not in character with the area 	<ul style="list-style-type: none"> • Promote standards and guidelines for signs for landmarks and commercial sites • Preserve and/or restore existing historic sites along the corridor • Preservation of old growth trees

OCTOBER 2ND WORKSHOP RESULTS

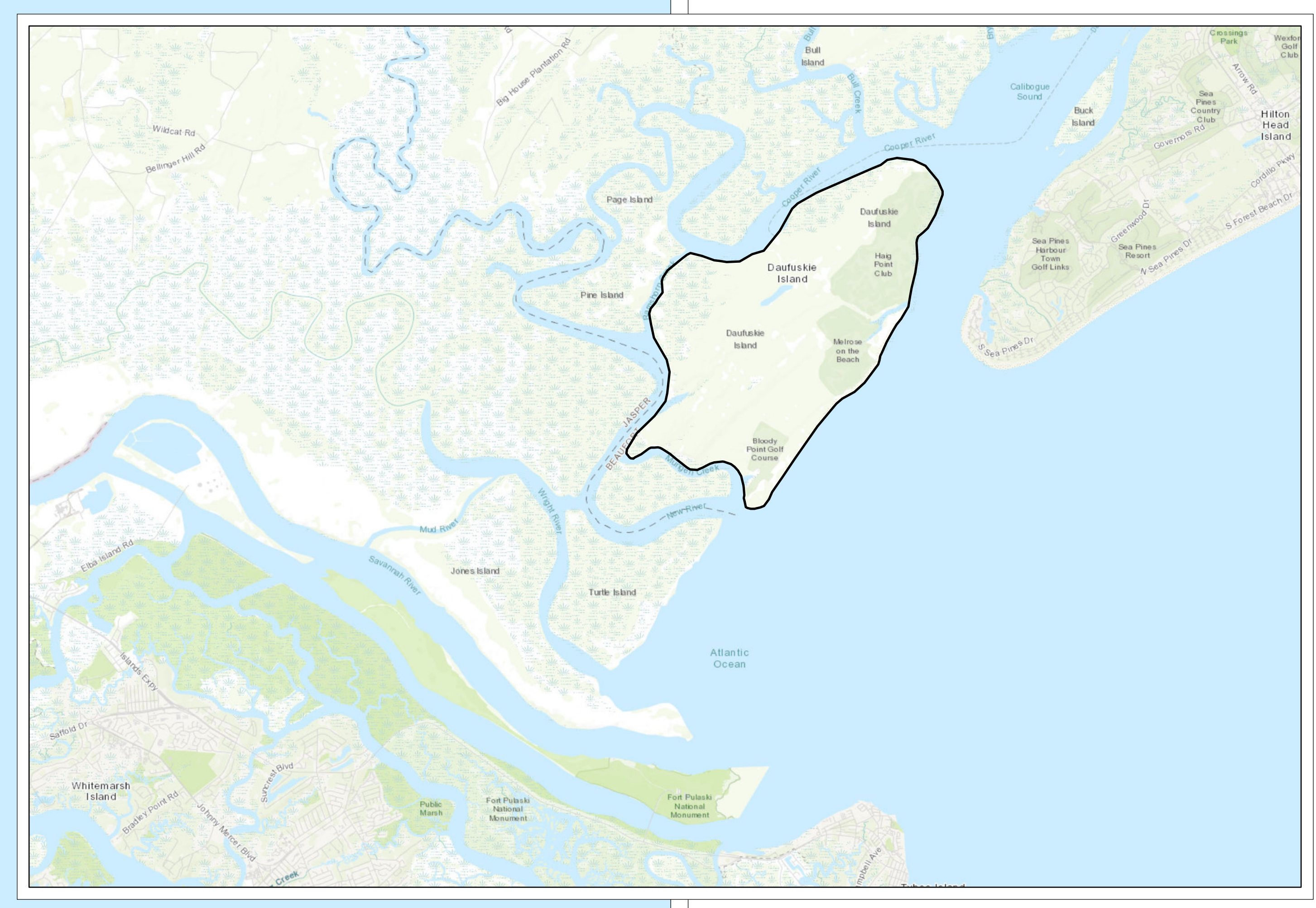
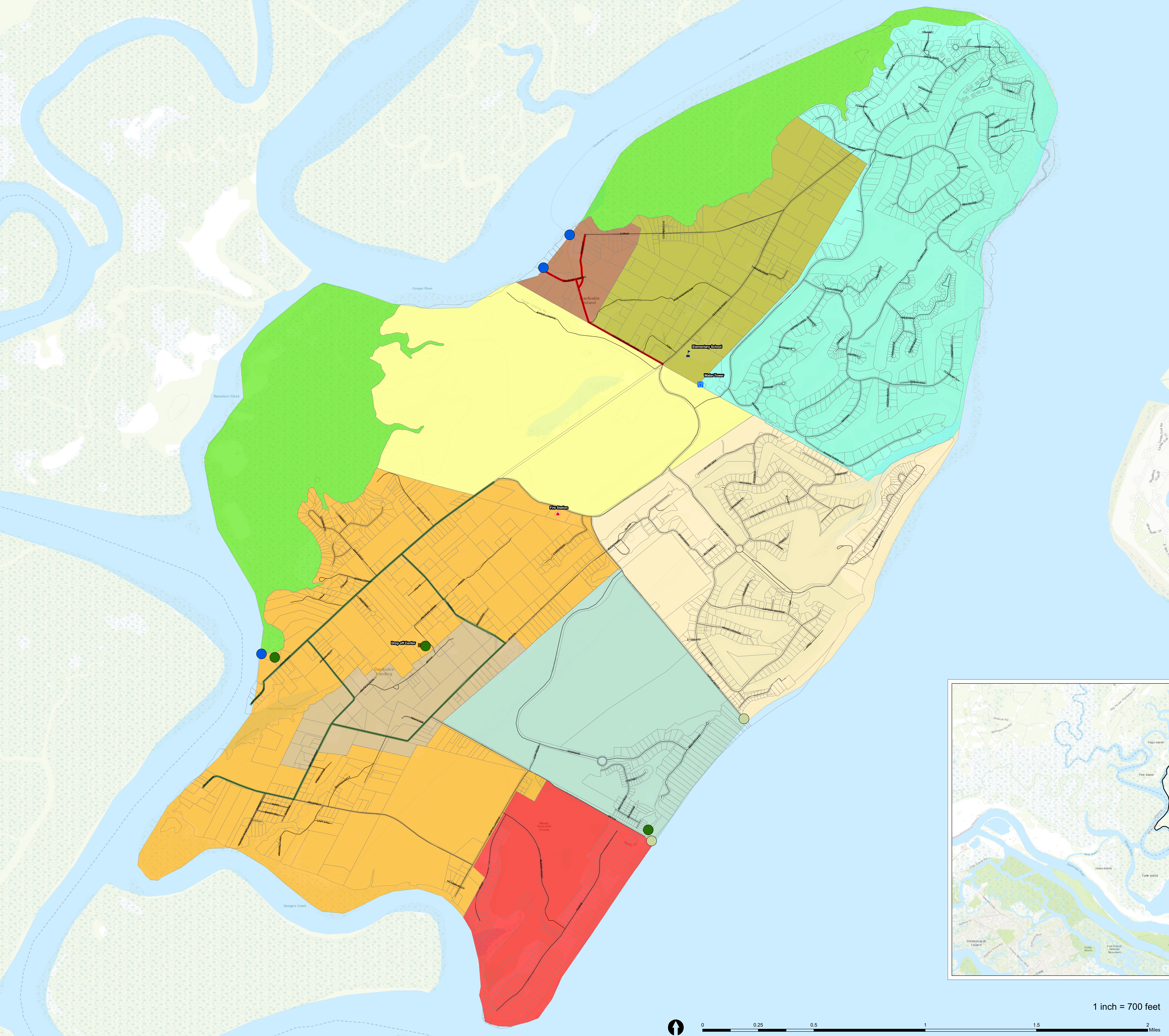
Draft Character Area	Characteristics, Issues and Draft Strategies		
	Characteristics	Issues	Draft Strategies
Existing Approved PUDs	<ul style="list-style-type: none"> • Approved PUD defined 	<ul style="list-style-type: none"> • Conditions at Melrose • Financial instabilities of Melrose and Bloody Point 	<ul style="list-style-type: none"> • Development in accordance with approved PUD ordinances
Coastal Marshlands	<ul style="list-style-type: none"> • Natural and undeveloped 	<ul style="list-style-type: none"> • Impacts of development on the sensitive environment 	<ul style="list-style-type: none"> • Allow no development • Promote development of adjacent areas that do not adversely impact the environment

Community Character

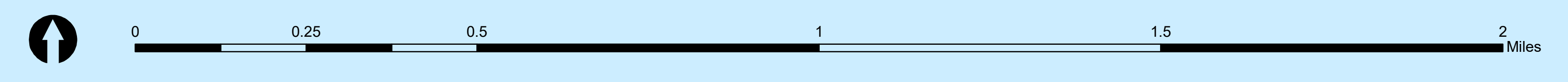
Daufuskie Island

- Community Character**
- South Island Historic
 - Gullah Heritage Sub-district
 - Mid Island Historic
 - North Island Historic
 - Haig Point
 - Melrose
 - Oakridge / Beach Field
 - Bloody Point
 - Village
 - Coastal Marshlands
 - Heritage Corridor
 - Village Gateway Corridor

- Community Facilities**
- Dropoff Center
 - Elementary School
 - Fire Station
 - Water Tower
 - Beach Access
 - Water Access
 - Park



1 inch = 700 feet





COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 3

April 16, 2018



DAUFUSKIE ISLAND PLAN AND CODE UPDATE PUBLIC MEETING

Monday, April 16th

6:00 PM

MARY FIELDS SCHOOL

MEETING AGENDA:

- **Plan Overview and Schedule**
- **Presentation of the Draft Plan and Code**
- **Public Review and Comment**

Please mark your calendars and be there to review the progress of the plan update and the draft plan and code.

Light refreshments will be provided.



DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

PUBLIC WORKSHOP #3

Monday, April 16, 2018
Mary Fields School, Daufuskie Island

AGENDA:

- 1. Welcome and Introductions**
- 2. Study Update and Schedule**
- 3. Draft Plan and Code Overview**
- 4. Plan and Code Review and Comment**
- 5. Next Steps**
- 6. Adjourn**

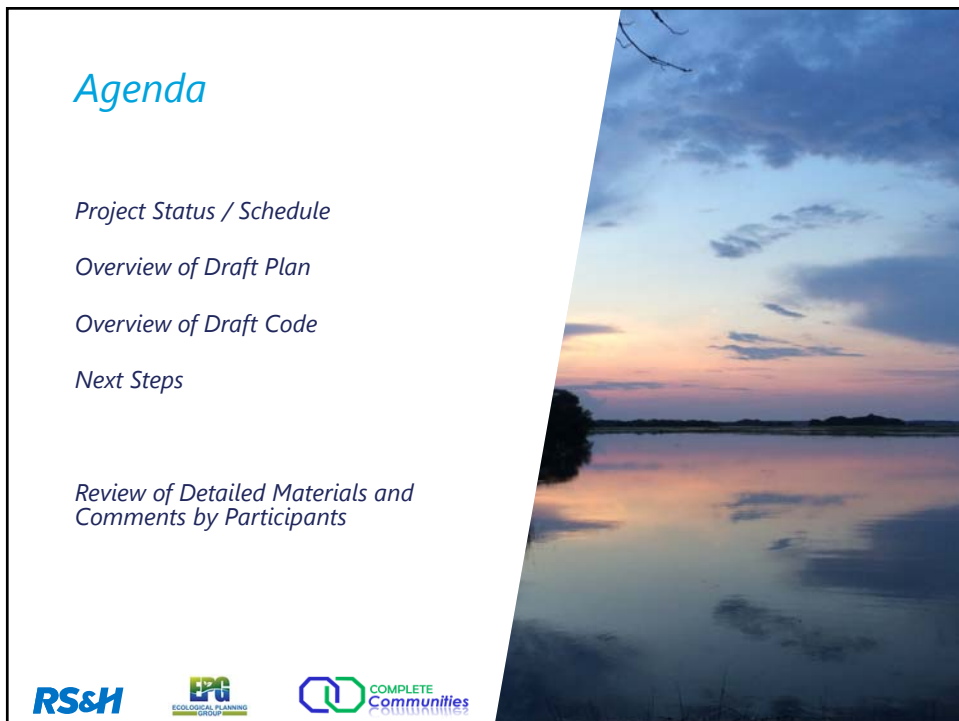
The Comprehensive Plan charts the future course of the Island and your participation is vital.



**DAUFUSKIE ISLAND PLAN AND
CODE UPDATE**

*Public Meeting # 3
April 16, 2018*



Agenda




Project Status / Schedule

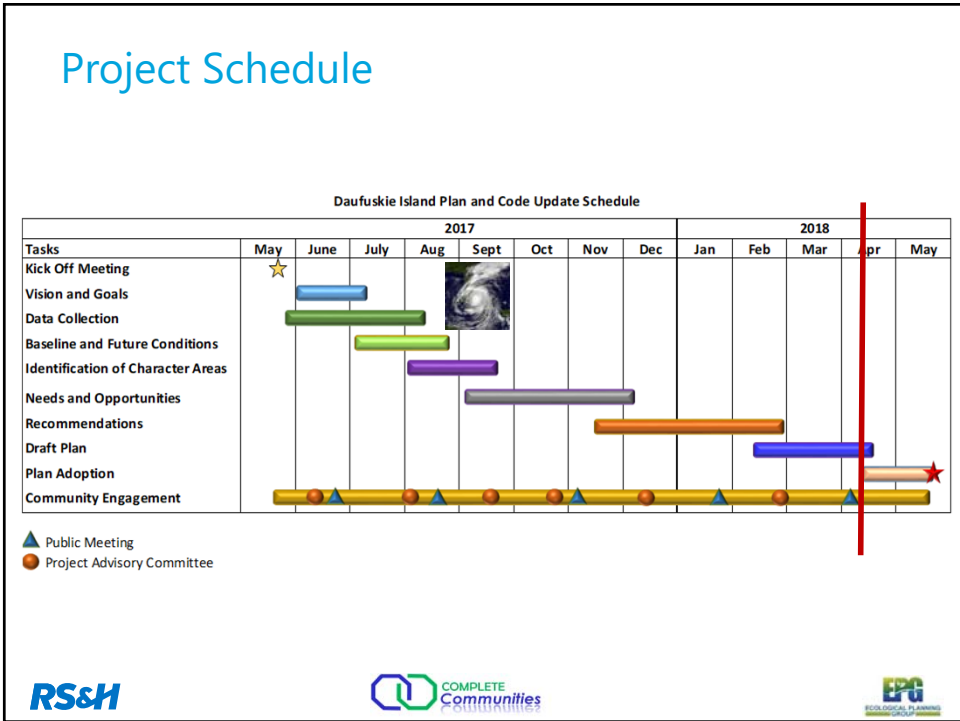
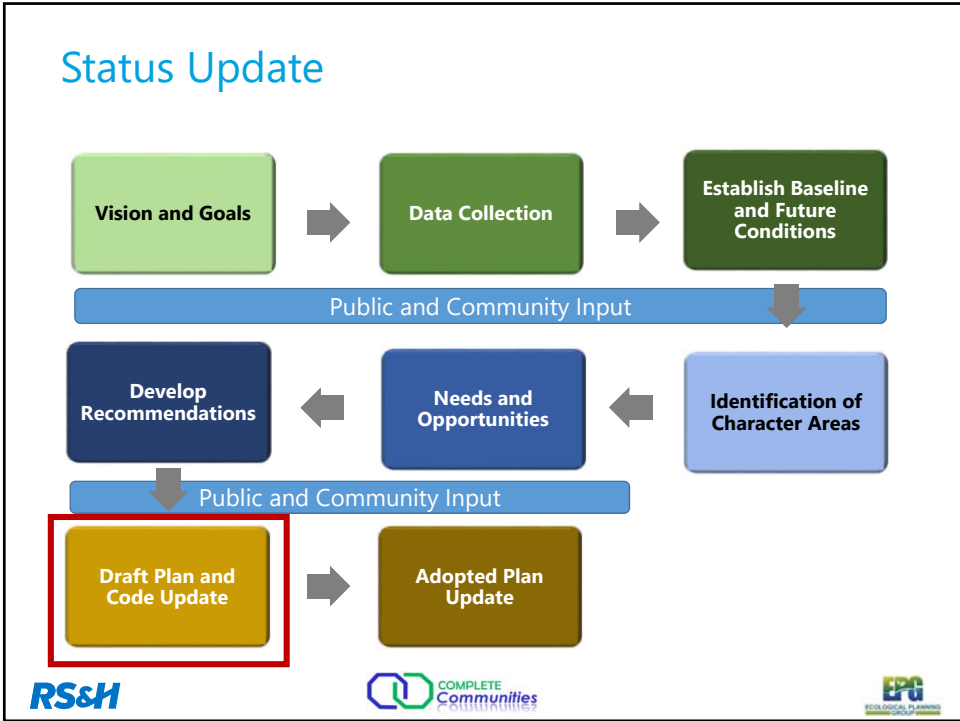
Overview of Draft Plan

Overview of Draft Code

Next Steps

*Review of Detailed Materials and
Comments by Participants*



Draft Plan Overview

- » Developed in accordance with SC planning legislation
 - Inventory of existing conditions
 - Needs, goals, and vision statement
 - Implementation strategies
- » Consistency with regulations for ease of incorporation into Beaufort County Comprehensive Plan



Draft Plan Overview

- » Developed in accordance with SC planning legislation
- » Nine planning elements
 - Population:
 - *Historical data*
 - *Characteristics and trends*
 - Economic Development:
 - *Historical data*
 - *Employment*
 - *Workforce*
 - Natural Resources:
 - *Environmental assets*
 - Cultural Resources:
 - *Historical and cultural assets*



Draft Plan Overview

- » Developed in accordance with SC planning legislation
- » Nine planning elements (continued)
 - Community Facilities:
 - Infrastructure
 - Assets
 - Services
 - Housing:
 - Existing housing and characteristics
 - Land Use:
 - Development characteristics
 - Transportation:
 - Facilities and infrastructure
 - Priority Investment:
 - Work program for implementation



Draft Plan Overview

- » Plan Development Tasks
 - Completed and Finalized
 - Review of existing plans
 - Development of Vision, Goals, Priorities
 - Development of Existing Conditions by Plan Element
 - Development of Needs, Issues and Opportunities by Plan Element
 - Identification of Character Areas
 - Identification of Development Strategies
 - Identification of Action Steps
 - Draft Plan and Code Update Completed
 - Ongoing
 - Community and Public Input
 - Coordination with Beaufort County



Draft Plan Overview

» Plan Chapters

– Chapter 1: Introduction

- *State planning requirements and planning process*

– Chapter 2: Community Participation

- *Documents the participation process*
 - Public Workshops
 - Project Advisory Committee meetings
 - Surveys
 - Additional coordination

Beaufort County Coordination	Community Workshops	Surveys	Project Advisory Committee	Additional Meetings
<ul style="list-style-type: none"> • 4 Presentations • Ongoing 	<ul style="list-style-type: none"> • 3 Meetings • Final meeting to be scheduled 	<ul style="list-style-type: none"> • 2 Surveys, on-line and hard copy 	<ul style="list-style-type: none"> • 7 meetings • Ongoing 	<ul style="list-style-type: none"> • Additional outreach



Draft Plan Overview

» Plan Chapters

– Chapter 3: Vision and Goals

- *Reviewed and summarized existing plans*
 - Beaufort County Comprehensive Plan
 - Tourism Product Development Concept for the Lowcountry Region Strategy and Plan
 - Daufuskie Island Plan (1985 and 2010)
 - Daufuskie Island Conceptual Master Plan Charrette Report
 - Daufuskie Island Covenant
- *Goals and Vision*
 - Established through community input
 - Survey
 - Community Workshop



Draft Plan Overview

» Goals

- Preservation of community character
- Balance growth and development with the existing community character
- Promote a sustainable economy compatible with existing community character
- Preserve and enhance community assets, including the natural beauty of the island
- Promote environmental stewardship
- Preserve the island history and culture, including a focus on the native Gullah heritage



Draft Plan Overview

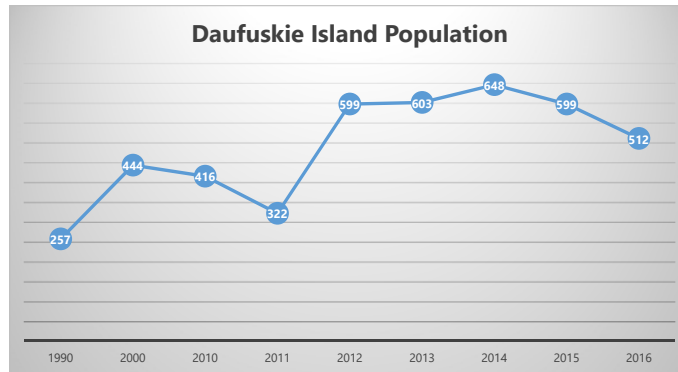
» Vision

"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and secluded island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."



Draft Plan Overview

- » Plan Chapters
 - Chapter 4: Existing Conditions
 - *Inventory for each plan element*
 - Population



Draft Plan Overview

- Chapter 4: Existing Conditions
- Population
 - *Build Out projection based on approved densities*
 - 12,640 persons
 - *Historic trend projection*
 - 2035: 1,013 persons



Draft Plan Overview

- » Plan Chapters
 - Chapter 4: Existing Conditions
 - *Inventory for each plan element*
 - Economic Development
 - Natural Resources
 - Cultural Resources
 - *1984: Daufuskie Island included on the National Historic Register*
 - *Key properties noted:*
 - Haig Point Lighthouse
 - Mt. Carmel Baptist Church
 - First Union African Church
 - Mary Fields School
 - Oyster Society Hall
 - Cemeteries



Draft Plan Overview

- » Plan Chapters
 - Chapter 4: Existing Conditions
 - *Inventory for each plan element*
 - Community Facilities
 - *Water/Sewer*
 - *Solid Waste*
 - *Fire/Emergency Services*
 - *Educational Facilities*
 - Housing
 - Land Use
 - *Largest existing land uses:*
 - Forestland
 - Wetlands
 - Open Space
 - Residential



Draft Plan Overview

» Plan Chapters

– Chapter 4: Existing Conditions

- *Inventory for each plan element*

– Transportation

- *Roadways maintained by Beaufort County for more than 20 years*

Paved Roadways	
Roadway	Length (in miles)
Haig Point Road	2.72
Cooper River Landing Road	0.70
Total Paved Roadways	3.42



Draft Plan Overview

» Plan Chapters

– Transportation

- *Roadways maintained by Beaufort County for more than 20 years*

Unpaved Roadways			
Roadway	Length (in miles)	Roadway	Length (in miles)
Freeport Road	0.21	Benji's Point Road	0.86
Carvin Road	0.90	Prospect Road	1.28
Old Haig Point Road	0.87	Pappy's Landing Road	0.78
Church Road	0.61	Beach Road	1.10
Turtle Beach Road	1.08	Frances Jones Road	0.25
School Road	1.58	Maryfield Road	0.23
Total Unpaved Roadways		9.75	



Draft Plan Overview

– Chapter 5: Needs and Opportunities

- *Needs, issues and opportunities for each plan element*
 - Identified through community participation
- *Land Use included identification of character areas and development strategies for the Island, as well as each character area*
 - New development, redevelopment and restoration should be consistent with the existing character of the area in which the development occurs.
 - Enhance the pedestrian environment where feasible.
 - Historic structures should be preserved whenever possible.
 - Prioritize tree preservation to protect the scenic and habitat value of the area.
 - Encourage land uses, through clearly defined guidelines, that protect against stormwater pollution including xeriscaping, pervious surfaces and erosion and sedimentation control.
 - Require the treatment of stormwater runoff quality and quantity prior to its discharge in the marsh.
 - Limit housing density, size and height through zoning.



Draft Plan Overview

» Plan Chapters

– Chapter 6: Achieving the Vision

- *Work Program*
- *Elements identified to meet the overall goals*
 - Stratified by timeframe
 - Short-range: 1-2 years
 - Mid-range: 3-5 years
 - Long-range: 5-10 years
- Responsible parties include Council committees and volunteer groups



Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

Economic Development

- Work with small business initiative and SCORE (Service Corps of Retired Executives) to develop support network for small business incubator

Community Facilities and Assets

- Continue to work with County and community organizations to address issues with existing dump site...

Plan Implementation

- Update and simplify Island Code



Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

Transportation

- Work with County to identify/implement potential road material to stabilize unpaved roads without paving to avoid additional impervious surfaces and drainage issue

Community Facilities and Assets

- Continue to work with County and community organizations to address issues with existing dump site...

Plan Implementation

- Update and simplify Island Code



Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

Cultural/Historic/Natural Preservation

- Coordinate with Beaufort County to conduct a significant tree survey and develop protections within the code for significant trees

Coordination

- Work with Beaufort County, state and regional agencies to identify funding for grants researcher and writer

Resource Development and Grants

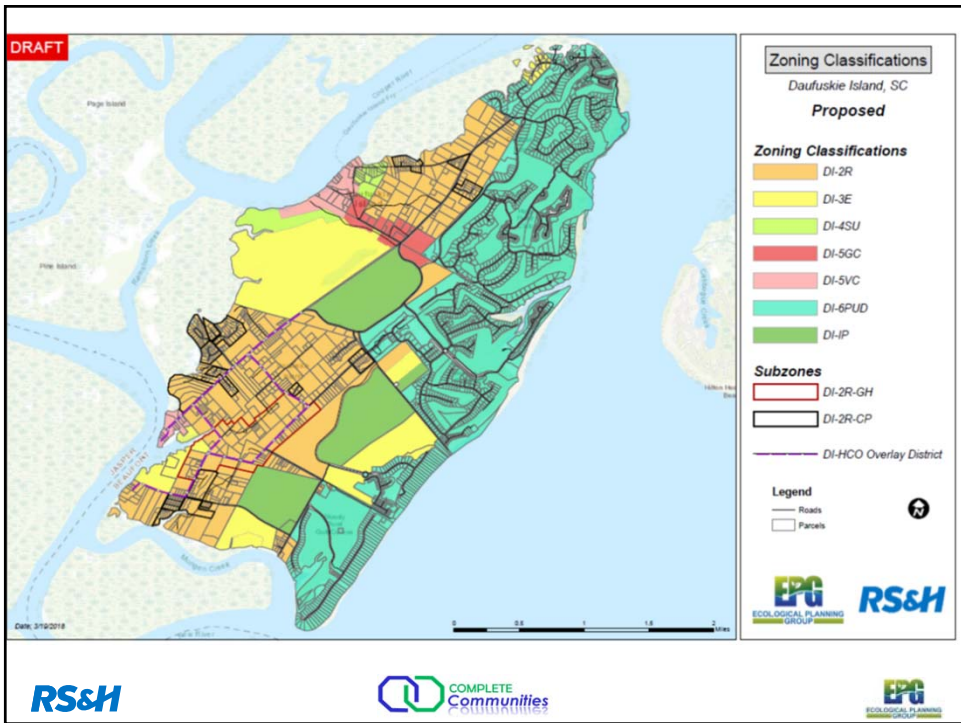
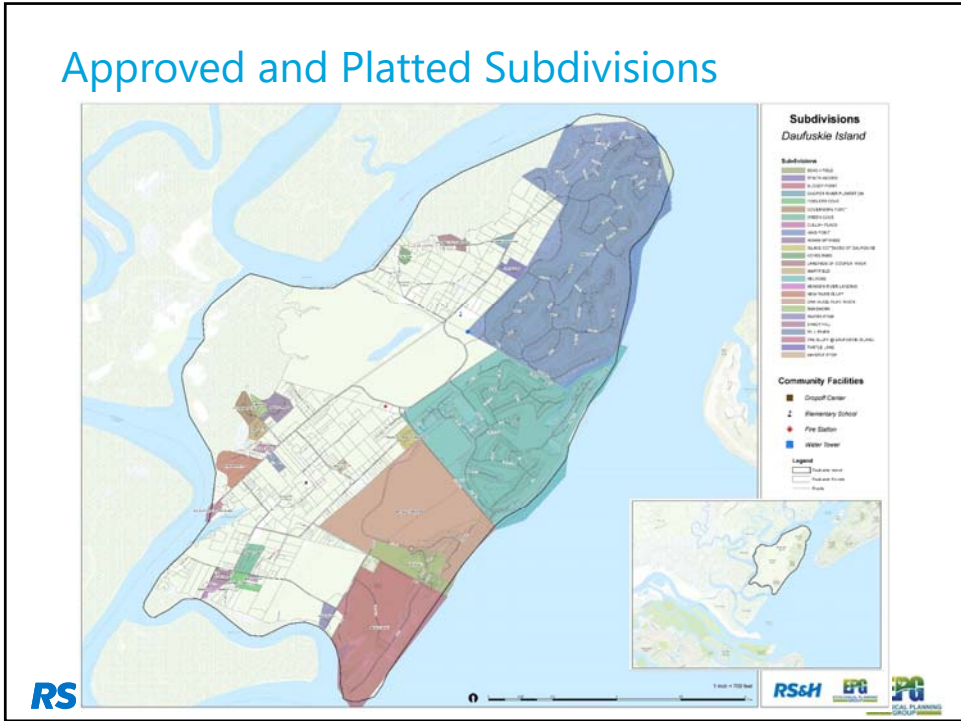
- Utilize existing community resources to identify potential grant opportunities






Code Update



Approved and Platted Subdivisions



COMPARISON OF CURRENT CODE AND DRAFT CODE						
CURRENT DAUFUSKIE ISLAND CODE			PROPOSED DAUFUSKIE ISLAND		DIFFERENCES BETWEEN CURRENT AND	
Current Zoning Code	Current Zoning Description	Residential Densities	Proposed Zoning Code	Proposed Zoning Description	Residential Densities	Land Uses and Other
D1	Nature Preserve and Conservation	None, unless permitted by agreement	DI-1P	Nature Preserve and Conservation	None	None
D2R	Rural	1 DU/acre	DI-2R	Rural	None	Architectural standards relaxed
			DI-2R-CP	New sub-district the includes existing approved and platted subdivisions	Likely Increased in Proposed Code	Architectural standards relaxed
			DI-2R-GH	New sub-district, designed to maintain the Gullah Heritage style of development	None	The style of structures is to be Low Country Vernacular
D3S	Suburban	3 DU/acre	DI-3E	Suburban	None	None
D4GU	General Urban	4 DU/acre	DI-4SU	General Urban	None	None
D5UC	Village Center	8 DU/acre	DI-5VC	Village Center	None	Added a second Village Center near County Dock that will allow more uses and increase allowable densities
PD	Public District	4 DU/acre	DI-5GC	Gateway Corridor	None	Additional residential and commercial uses are allowed aand the limits of the zone increased to connect to the Village Center
Existing PUDs	Existing Planned Unit Developments - PUD	NA	DI-6PUD	Existing Planned Unit Developments - PUD	NA	None
D1NP	Coastal Marshlands	None	DI-1NP	Natural Preserve	None	None

Next Steps

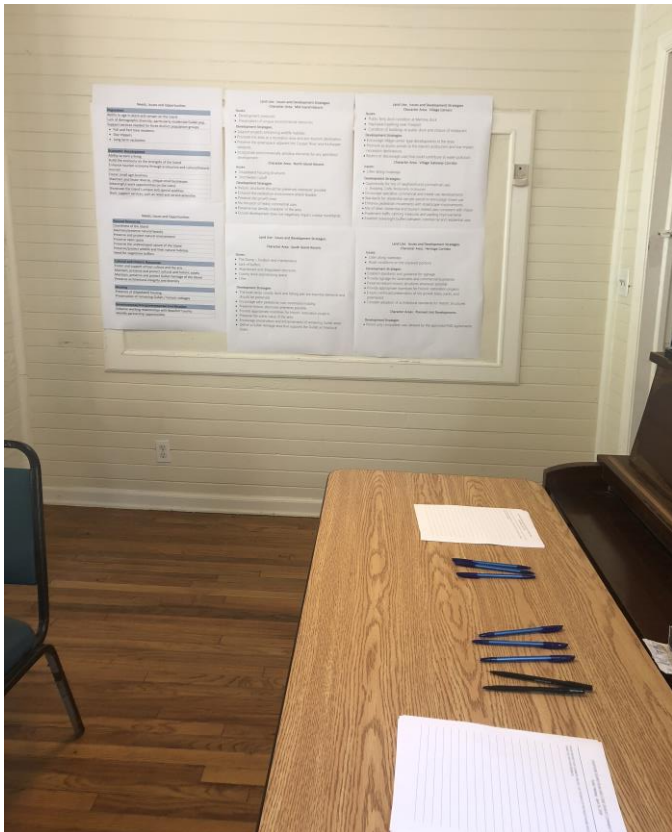
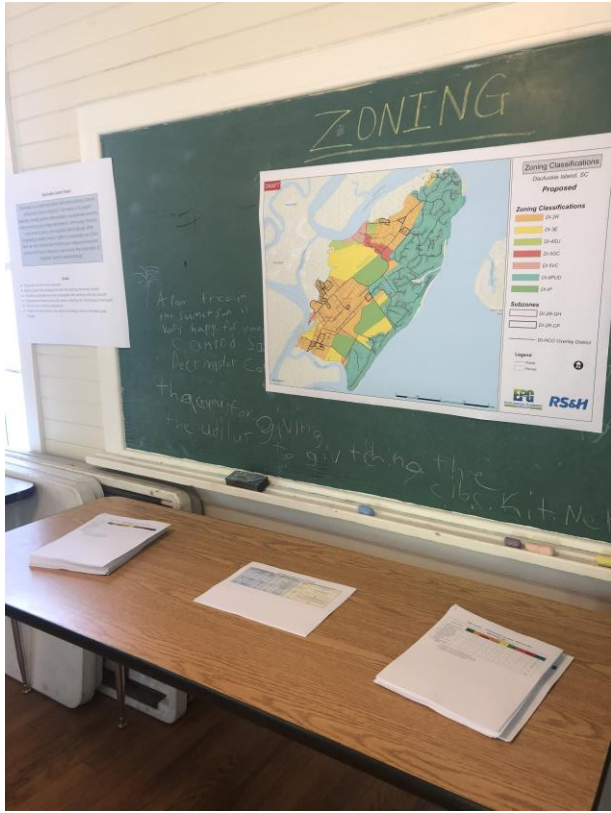
- » Participants review materials displayed
- » Provide comments tonight or via Project Team or PAC member no later than April 26th
- » Project Team will address comments and refine draft plan and code as needed
- » PAC meeting to review final plan and code (if needed)
- » Last public meeting to review final documents (if needed)
- » Present to Daufuskie Island Council for concurrence in May

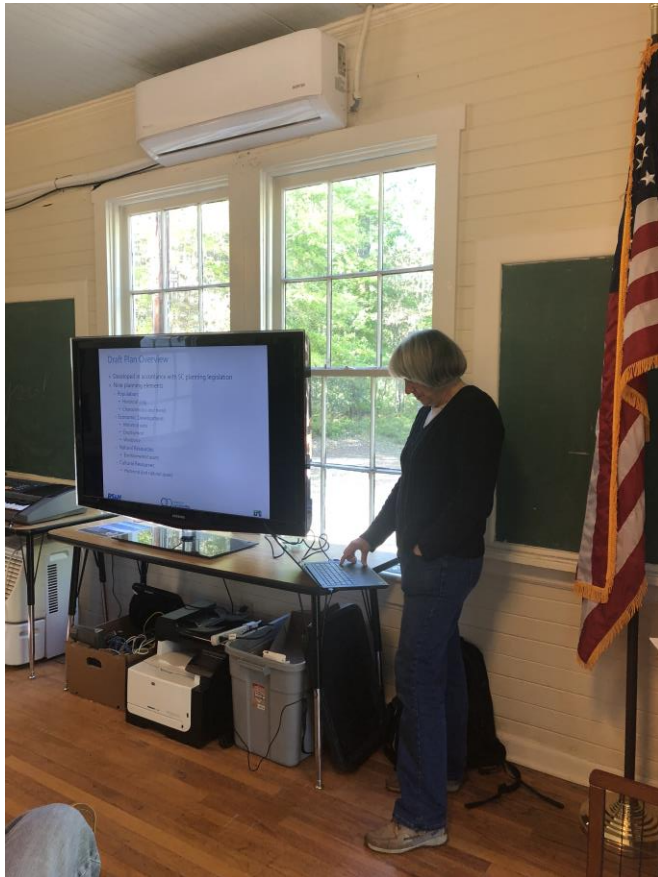
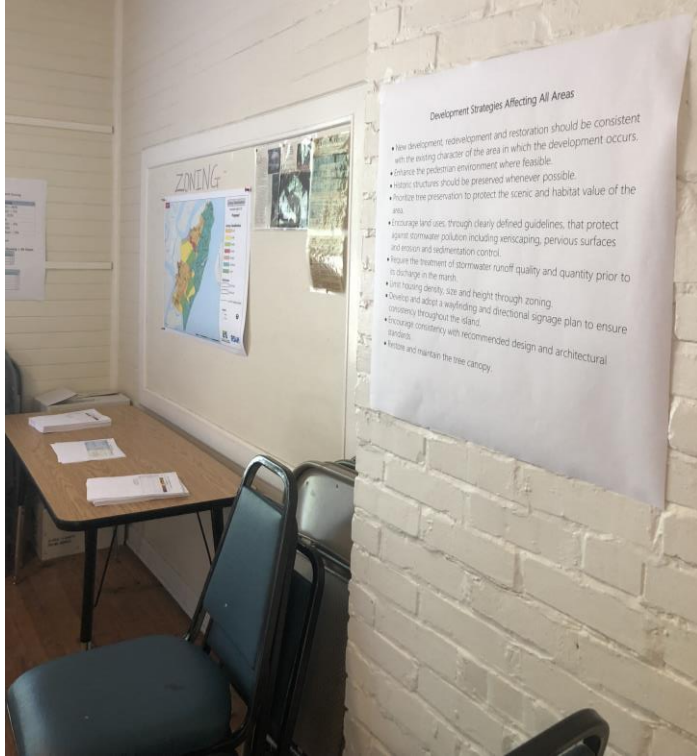


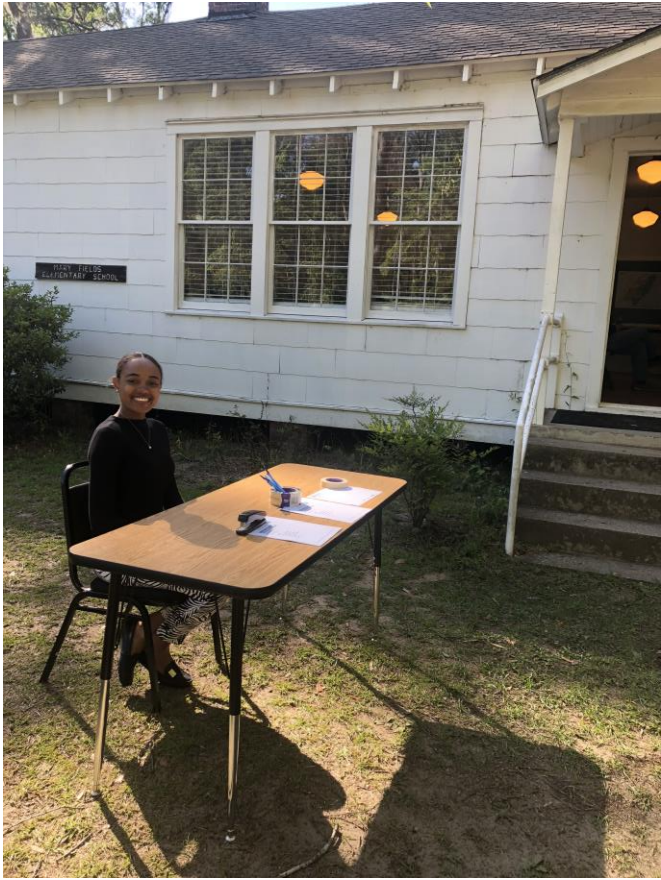
Review of Materials

- » Various stations with elements of the plan to review
- » Work Program handout including plan goals and how the goals are addressed
- » Large scale draft zoning map
- » Code zoning categories uses and definitions handout
- » Comment sheets available to use today or to return by April 26th
- » Project team members are available to answer questions and take comments









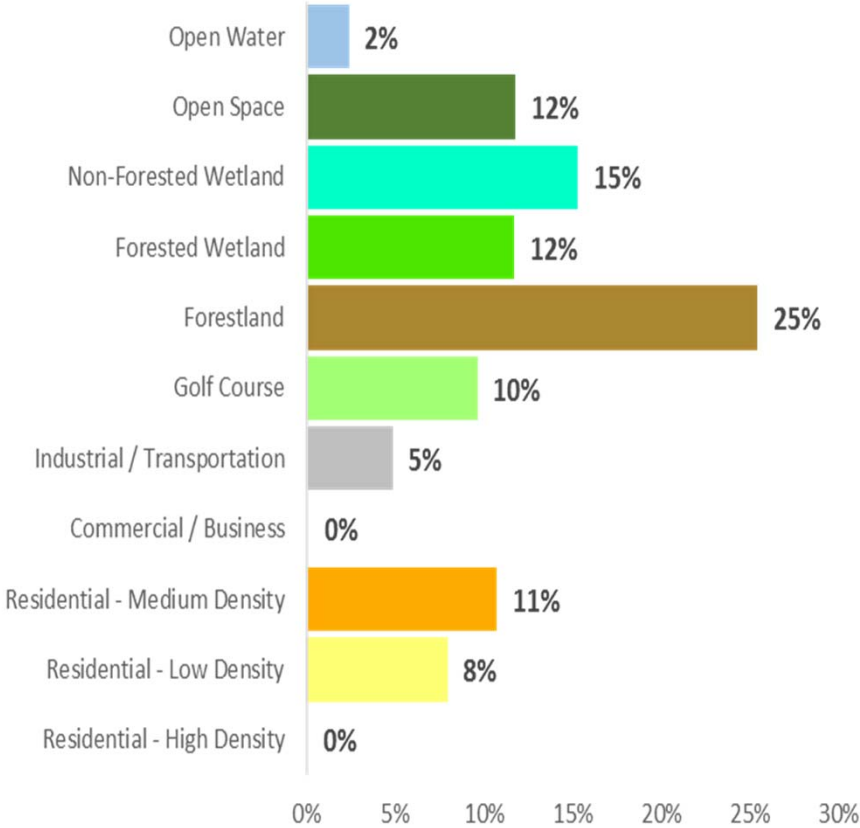




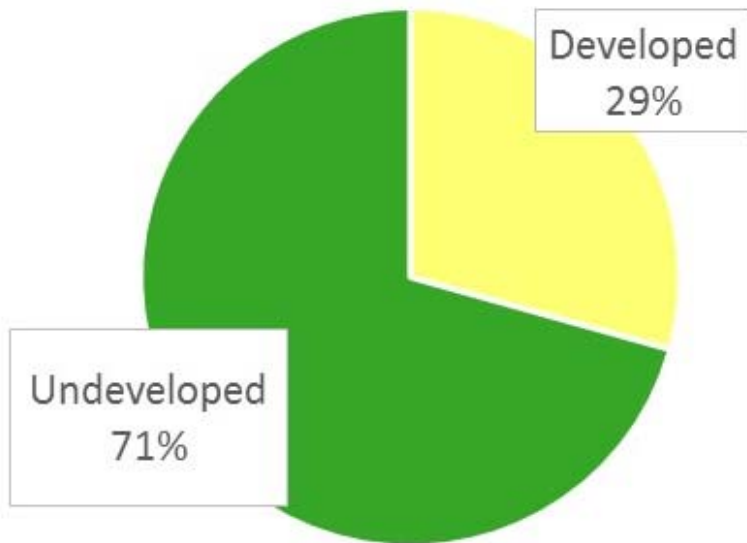


EXISTING CONDITIONS MAPPING

Existing Land Use Breakdown



Parcel Development Patterns





Developed Parcels 592 (24%)
Undeveloped Parcels 1,891 (76%)



Environmental Features

Legend

-  Saltwater Wetland
-  Freshwater Wetland

Wetlands

<i>Saltwater</i>	17%
<i>Freshwater</i>	15%



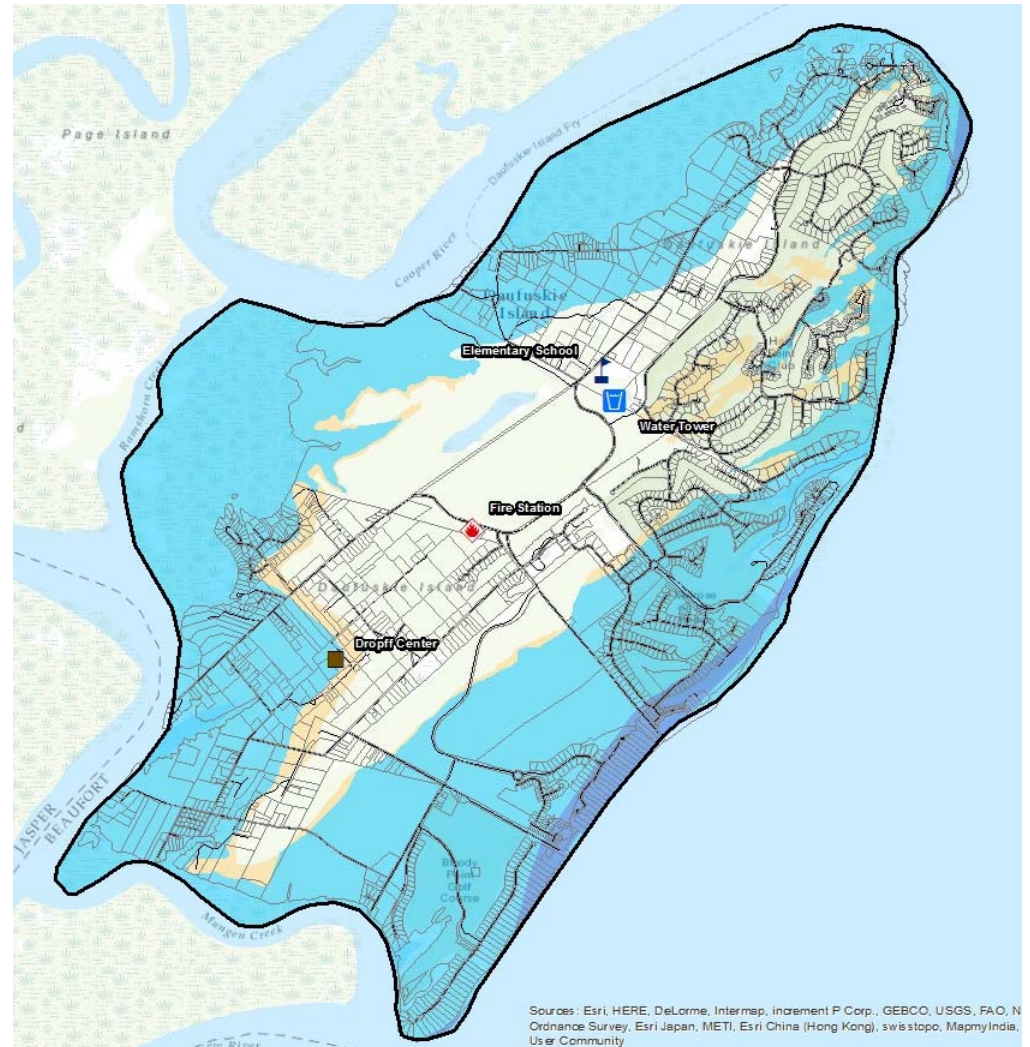
Special Flood Hazard Areas

Legend



Flood Zones

<i>High Risk</i>	64%
<i>Moderate Risk</i>	5%
<i>Low Risk</i>	31%

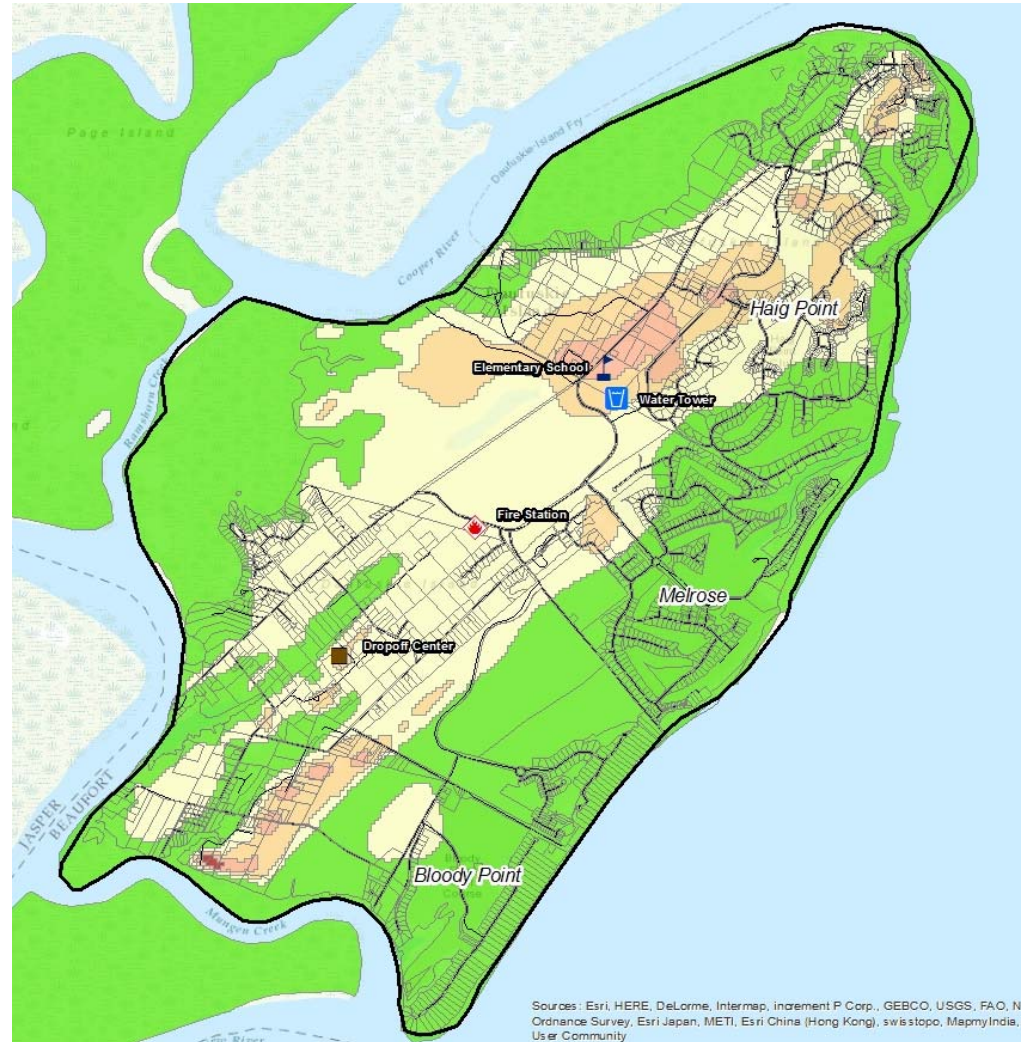


Predicted Storm Surge

<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	38%
Category 3	11%
Category 4	2%
Category 5	0%

Legend

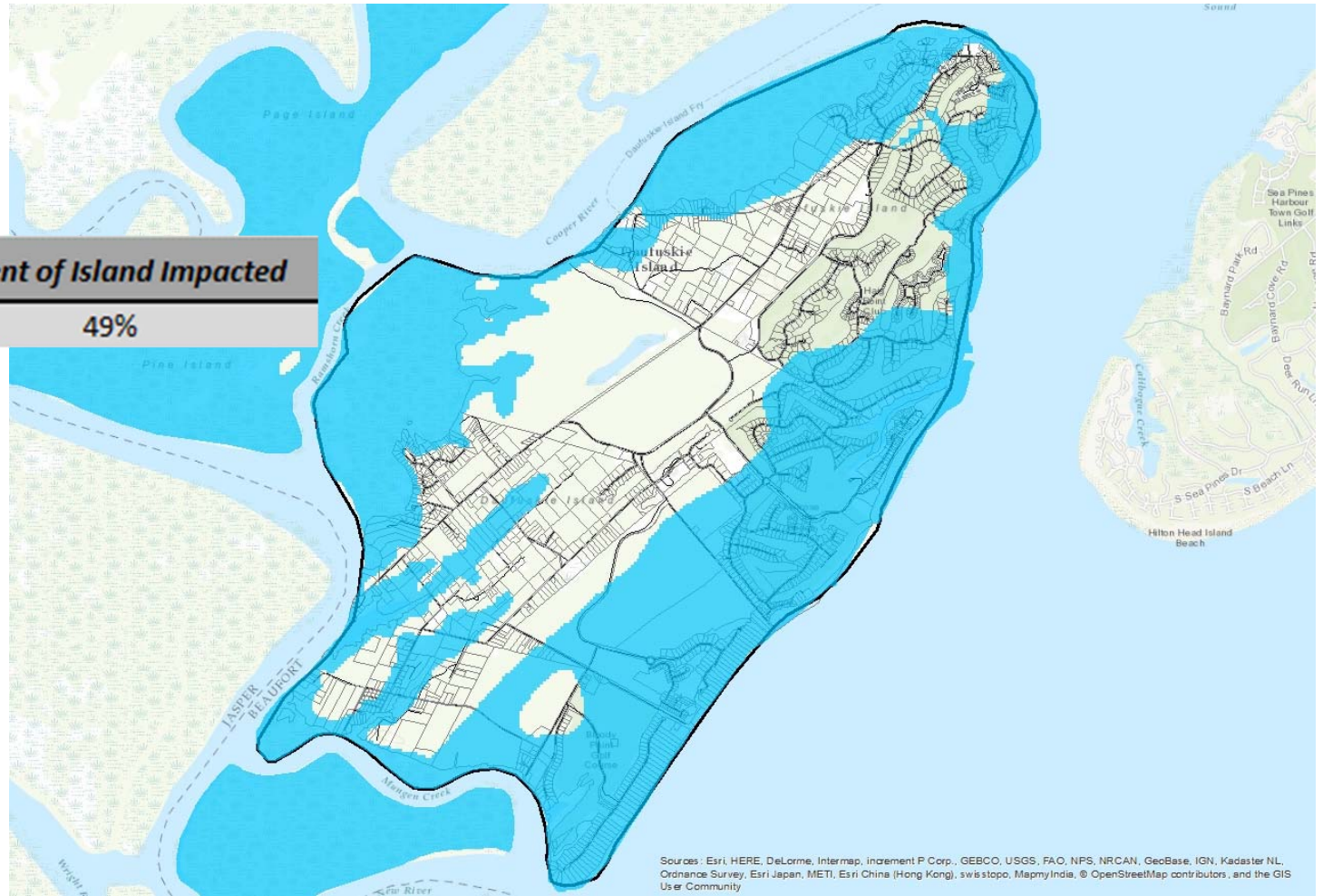
- Category 1
- Category 2
- Category 3
- Category 4
- Category 5



Storm Surge

Category 1

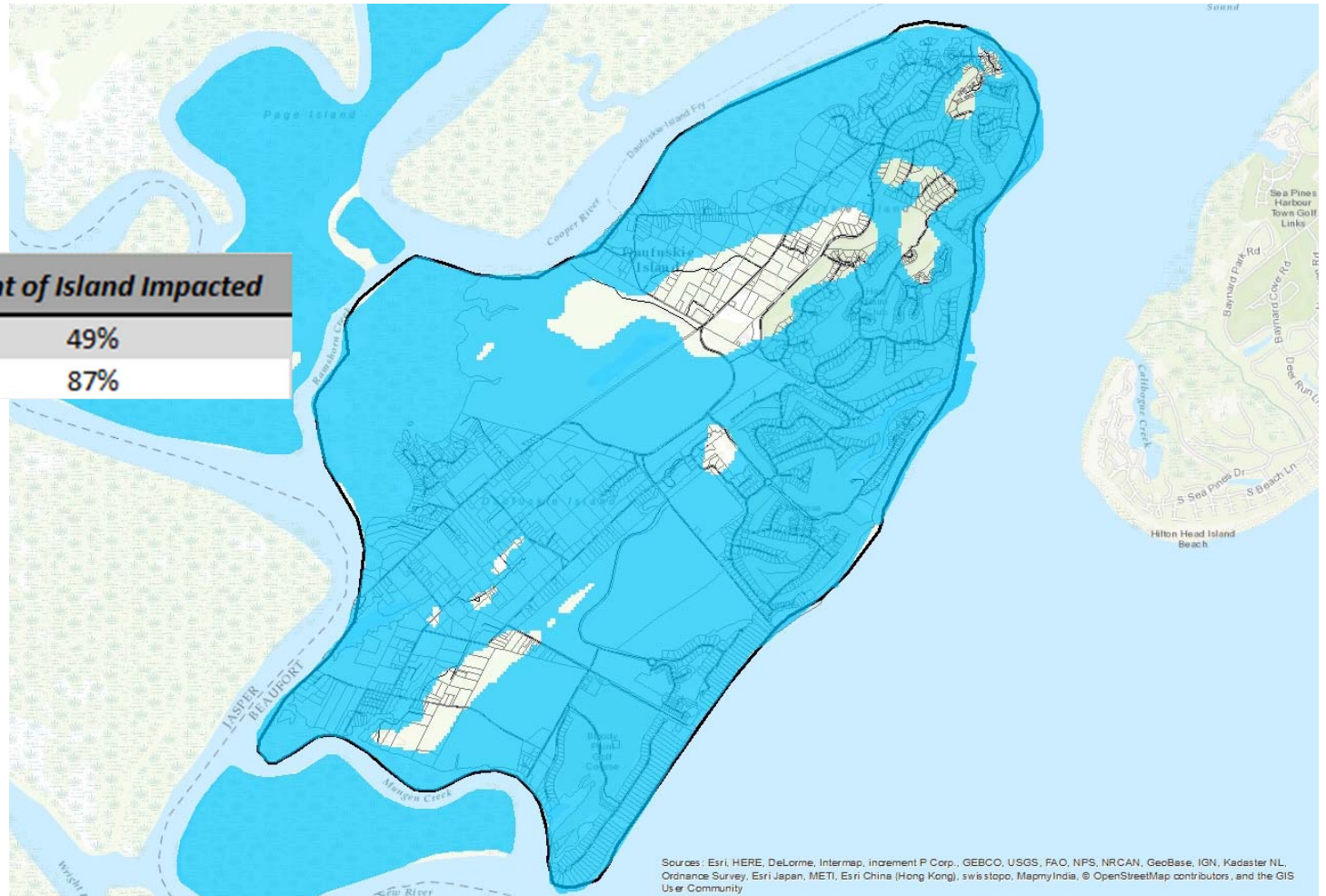
Storm Intensity	Percent of Island Impacted
Category 1	49%



Storm Surge

Category 2

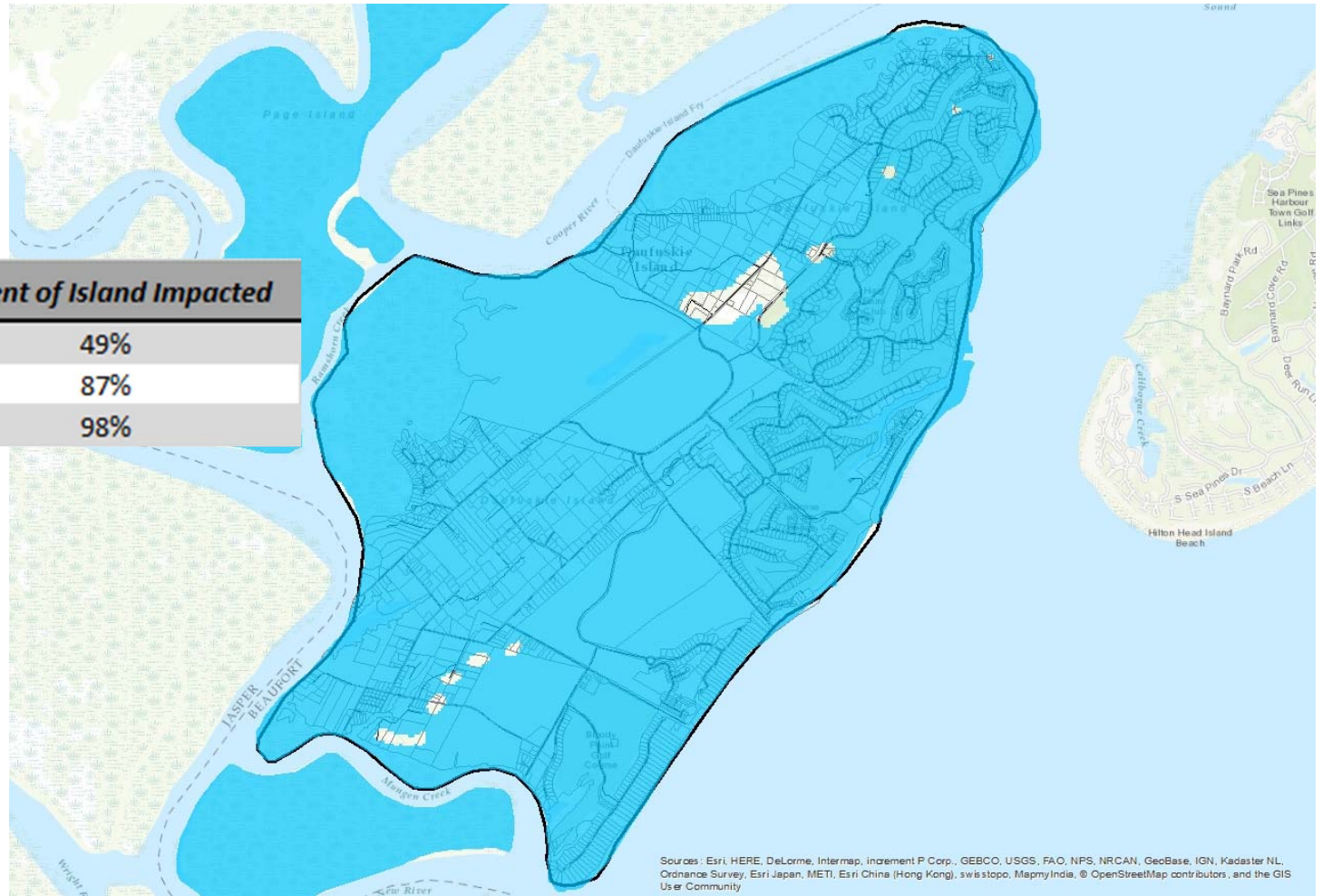
<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	87%



Storm Surge

Category 3

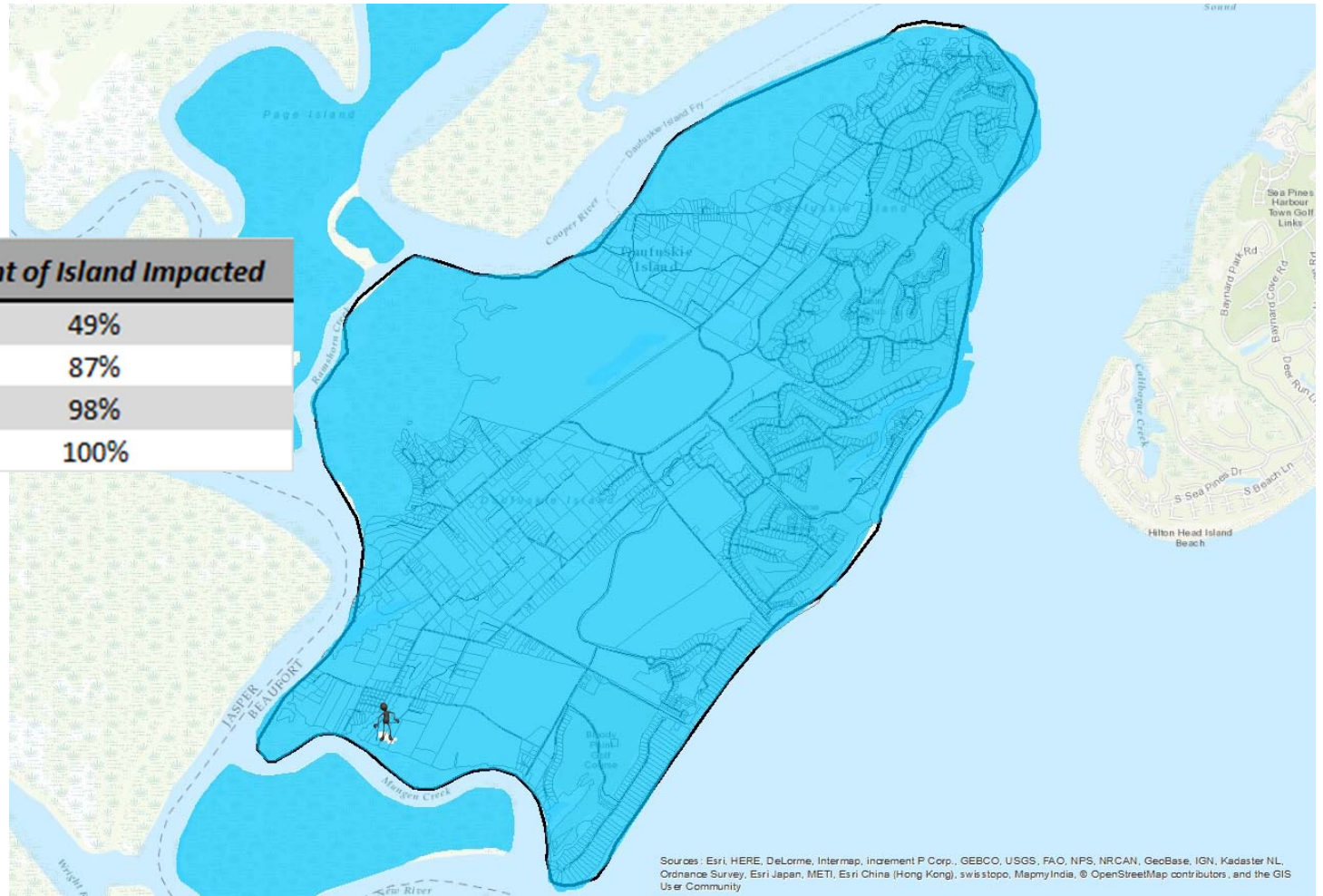
<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	87%
Category 3	98%



Storm Surge

Category 4

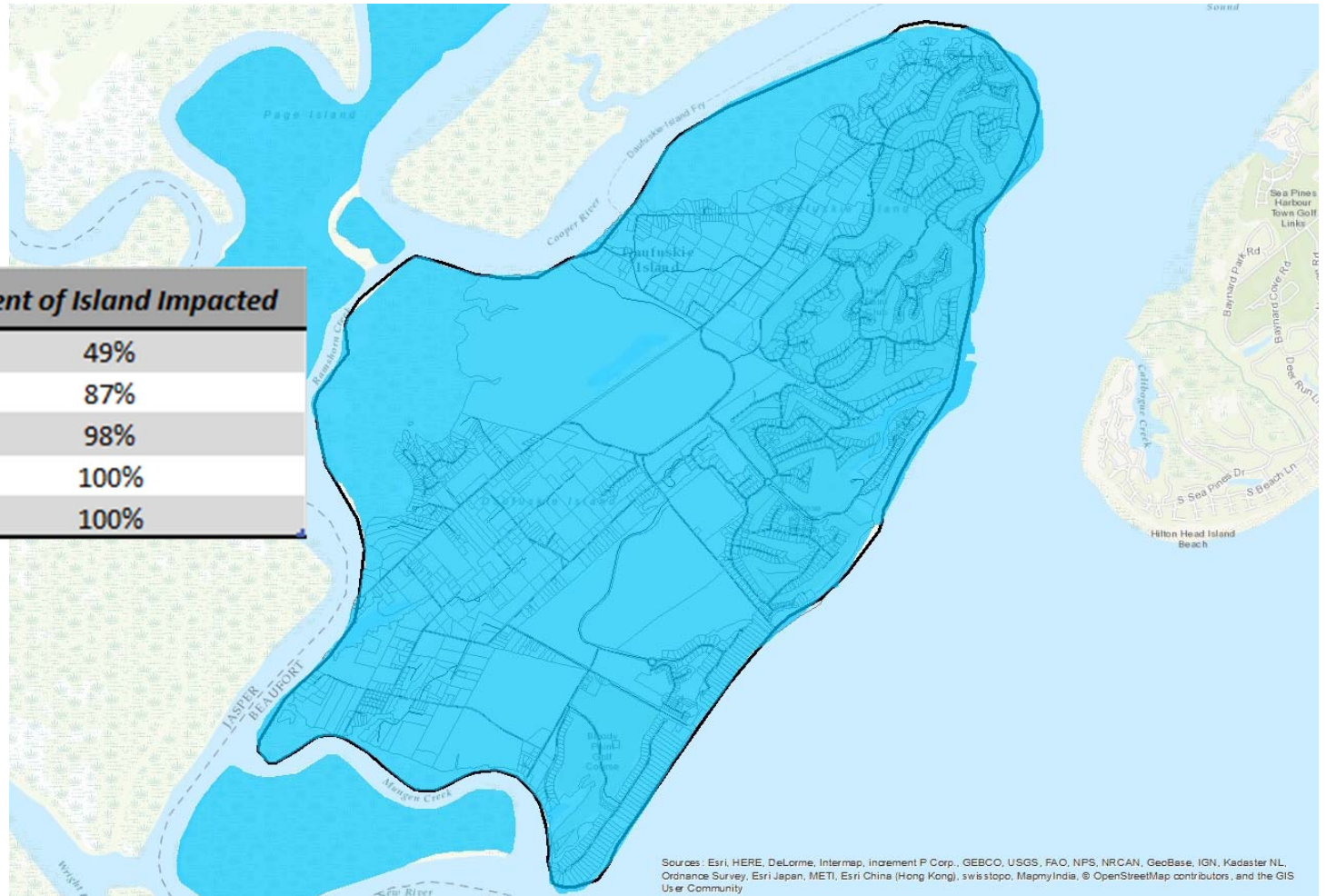
Storm Intensity	Percent of Island Impacted
Category 1	49%
Category 2	87%
Category 3	98%
Category 4	100%



Storm Surge

Category 5

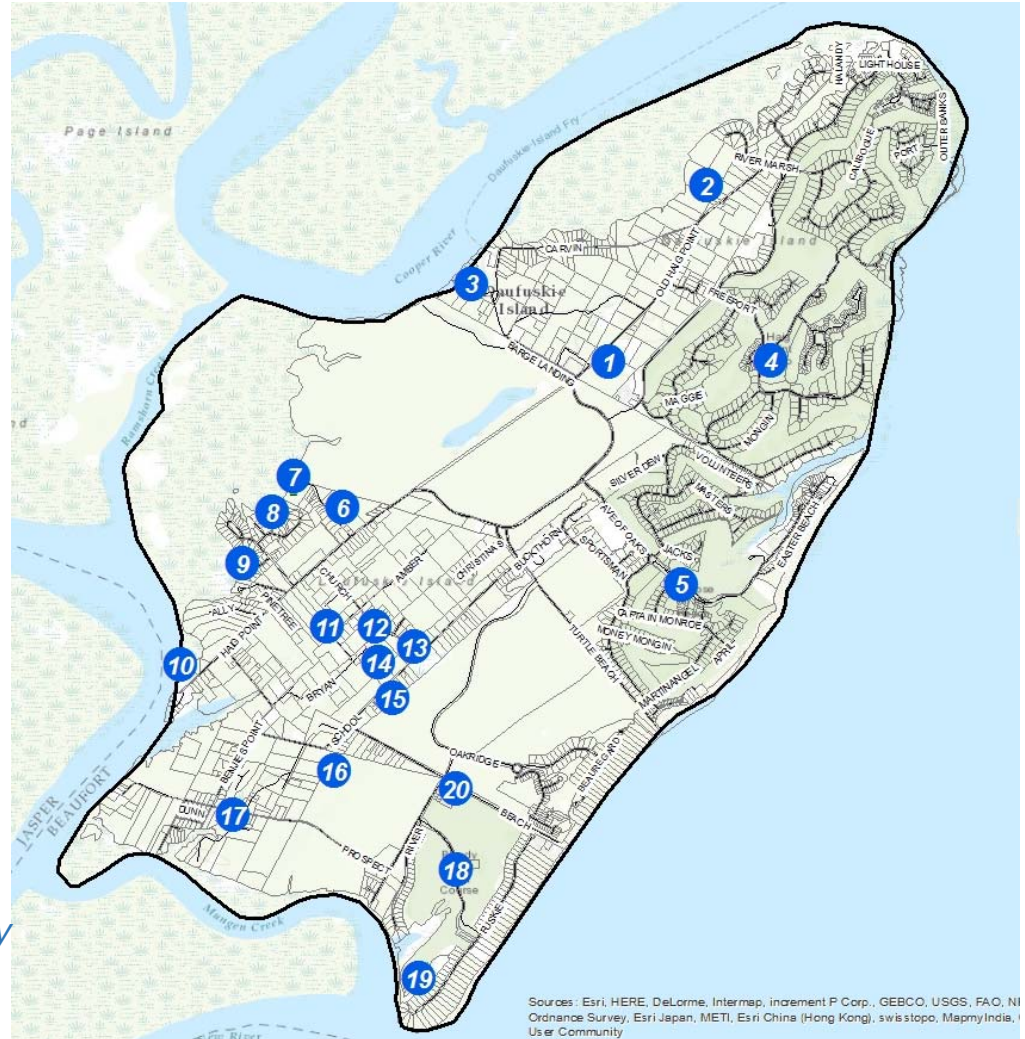
Storm Intensity	Percent of Island Impacted
Category 1	49%
Category 2	87%
Category 3	98%
Category 4	100%
Category 5	100%



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

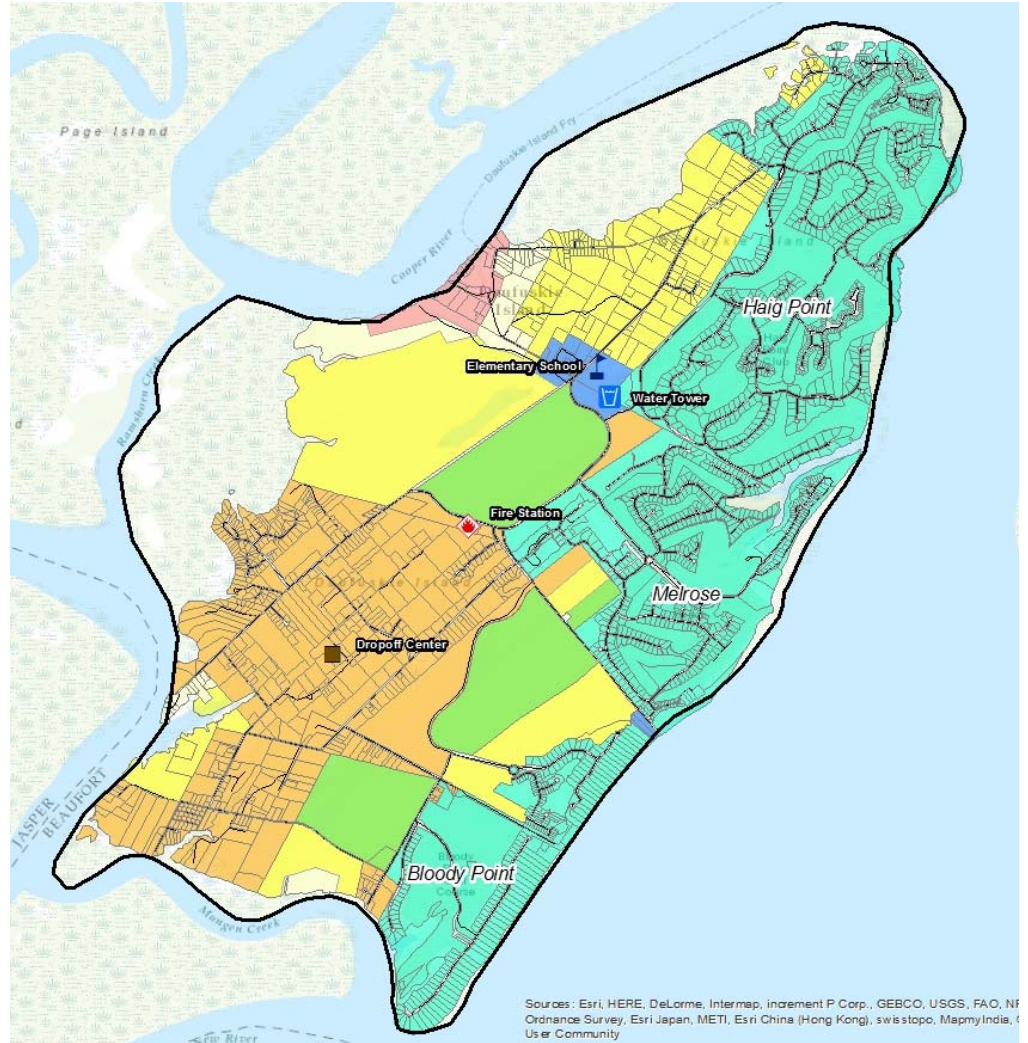
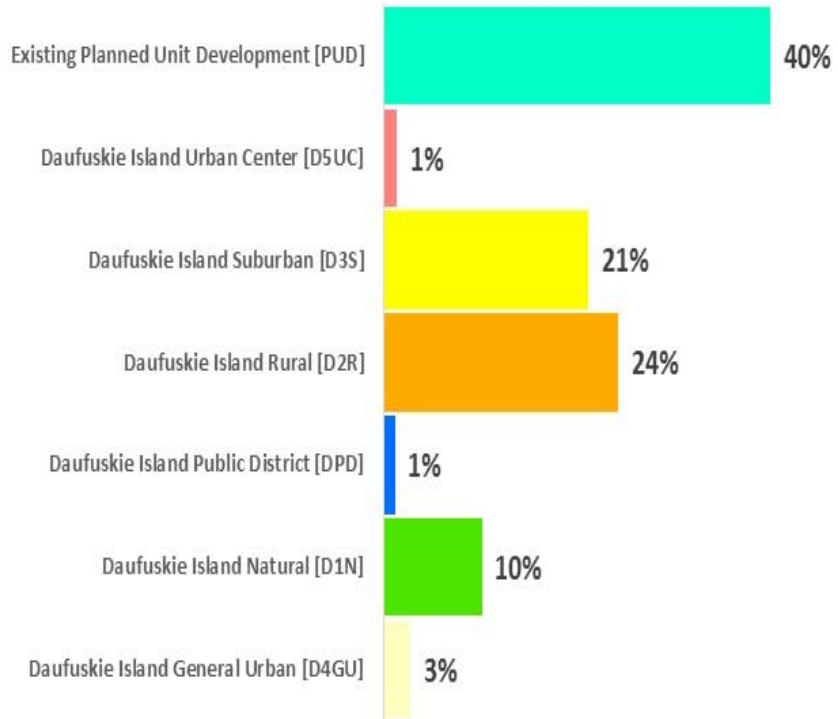
Community Features

1. *Mt. Carmel Baptist Church No. 2*
2. *Tabby Ruin*
3. *Cooper River Cemetery*
4. *Haig Point*
5. *Melrose*
6. *Oyster Union Society Hall*
7. *Hinson White House*
8. *Mary Field Cemetery*
9. *Sarah Grant Home*
10. *Public Dock*
11. *White School House*
12. *The Council Tree*
13. *First Union African Baptist Church*
14. *Mary Fields School*
15. *Frances Jones Home*
16. *Moses Ficklin Cottage and Oak Tree*
17. *Mary Dunn Cemetery*
18. *Bloody Point*
19. *Bloody Point Cemetery*
20. *Bloody Point Lighthouse and Silver Dew Winery*



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NIPON, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © Swisstopo, User & Community

Zoning Classifications





SURVEY RESULTS



DAUFUSKIE ISLAND MASTER PLAN AND CODE UPDATE

SURVEY

HAS YOUR VOICE BEEN HEARD?

Daufuskie Island is currently in the process of updating the Daufuskie Island Plan and Code. Information about the Plan and recent meetings may be viewed at:

www.daufuskiecouncil.com/daufuskie-plan-review

At a public meeting held June 29, 2017 at Mary Fields School, meeting participants identified and prioritized goals for the community to inform the future vision for the island. To ensure broad participation in the planning process, a survey has been placed online. Hard copies are also available. Survey responses will be collected through August 22, 2017.

Please use the following link to access the online survey:

<https://www.surveymonkey.com/r/DaufuskieMasterPlan>



The Comprehensive Plan charts the future course of the Island and your participation is vital.

Daufuskie Island Plan and Code Update - Public Survey

The Daufuskie Island Council and the Committee on the Daufuskie Island Plan and Code, in coordination with Beaufort County, initiated an update to the Comprehensive Master Plan and Development Code on June 5, 2017. The planning process includes ongoing public and stakeholder involvement that will guide the development of the plan.

The first public meeting was held on June 29, 2017 and this survey is designed to generate additional feedback from the public. Your responses will provide our planning team with a better understanding of current issues and opportunities on the island, along with insights regarding the vision and goals for the future of Daufuskie Island.

The survey should take 10-15 minutes of your time to complete. Please indicate your response in the space provided.

Thank you for your participation and interest.

1. What is your status on Daufuskie Island? Please select all that apply.

- Full-Time Resident
- Part-Time Resident
- Non Resident
- Property Owner
- Other (Please Specify) _____

2. If you are a resident, how long have you lived on Daufuskie Island?

- Less than 1 year
- 1-2 years
- 3-5 years
- More than 5 years
- N/A, I do not live on Daufuskie Island

3. Where on the island do you live or own property?

- Historic District
- Melrose
- Haig Point
- Bloody Point
- Other (Please Specify) _____
- N/A, I do not live or own property on Daufuskie Island

4. How often do you travel between the island and mainland?

- Everyday
- At least once per week
- Once per month
- I don't leave the island
- Other (please specify)_____

5. How do you typically access the island?

- Private boat, private dock
- Private boat, public dock
- Public Ferry
- Private Ferry
- Other (please specify)_____

6. What is your employment status?

- Full Time Employed
- Part-Time Employed
- Self Employed/Business Owner
- Unemployed
- Retired

7. If you are employed, do you work on or off the island?

- I primarily work on the island
- I primarily work off the island
- I primarily work on the island (from home)
- N/A, I am not currently employed
- Other, please specify:_____

8. If you own a business on the island, what kind of business do you own/operate?

- Retail / Business and Information
- Real Estate & Housing
- Food & Hospitality
- Agricultural & Forestry / Wildlife
- Construction / Utilities / Contracting
- Finance & Insurance
- Other (Please Specify) _____
- N/A, I do not own or operate a business on the island.

9. If you own a business on the island, how many full and part-time employees do you have? Please indicate the number of full-time, part-time, and contract employees in the spaces provided.

- _____ Full-Time
- _____ Part-Time
- _____ Contract Employee
- _____ N/A, I do not own or operate a business on the island.

10. What are the major challenges you face as a business owner on the island? Please select all that apply.

- On-island Transportation
- Getting Goods / Services to the Island
- Finding Employees
- Funding
- Other (Please Specify) _____
- N/A, I do not own / operate a business on the island.

11. Rank on a scale of 1-8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered highest priority?

Community Goals	Priority Ranking							
	Highest	→						Lowest
	1	2	3	4	5	6	7	8
Preservation of Community Character								
Environmental Stewardship								
Preservation /Enhancement of Community Assets								
Preservation of Limited Access to the Island								
Balance Commercial and Residential Growth with Existing Community Character								
Sustainable Economy Compatible with Existing Island Character								
Preservation of Island History and Culture								
Balance of Infrastructure and Undeveloped Environment								

12. Preservation of community character was a major concern for citizens who attended the public meeting held in June. Please indicate below if you strongly agree through strongly disagree with the characteristics identified by citizens as major contributors to the Daufuskie Island’s community character.

Community Character	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Low crime / safe without significant police presence					
Tree lined roadway network					
Diversity of community (people and built environment)					
Slower pace of life					
Network of unpaved roads					
Not overly commercialized					
Quietness					
Rustic / rural character					
Safety in adventures for children					
Community involvement / sense of community					
Lack of large commercial / retail developments					
Undisturbed natural environment / nature / trees					
Other, please specify:					

13. What do you love most about living on Daufuskie Island? Please select the top three (3).

- Safety
- History / Culture
- Water
- Sense Of Community / People
- Unique Community Character
- Geographic Location / No Bridge
- Rural Lifestyle
- Small Businesses
- Natural Beauty
- Artisan Culture
- Other (Please Specify) _____

14. What do you dislike if anything about Daufuskie Island?

I do not dislike anything about Daufuskie.

15. Based on feedback from members of the public and stakeholders during the project kick-off workshop, a draft vision statement was developed. It states that:

“Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and isolated island lifestyle. While recognizing property owners’ rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island’s natural beauty.”

How do you feel about the draft vision statement for Daufuskie Island?

- I agree with the draft vision statement.
- I disagree with the draft vision statement.

Please use the space below to provide comments pertaining to the vision statement.

16. What Is Your Age?

- Under 18 years
- 18-24 years
- 25-34 years
- 35-44 years
- 45-54 years
- 55-64 years
- Age 65 or older

17. What is your Ethnicity?

- White
- Hispanic or Latino
- Black or African American
- Native American or American Indian
- Native Gullah
- Other (please specify) _____

Thank you for your participation. If you would like for our planning team to contact you regarding the Daufuskie Island Plan update and future participation opportunities, please provide us with your contact information.

Name: _____

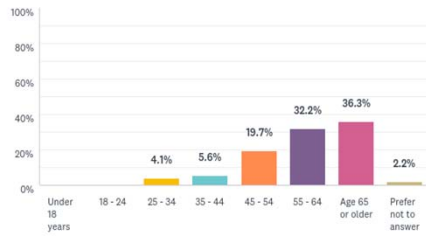
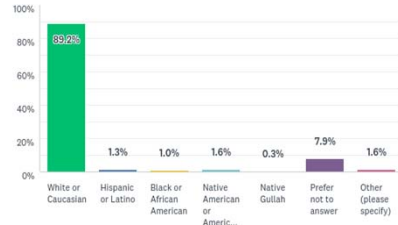
Telephone Number: _____

Email Address: _____

Public Survey Results

Who participated in the public survey?

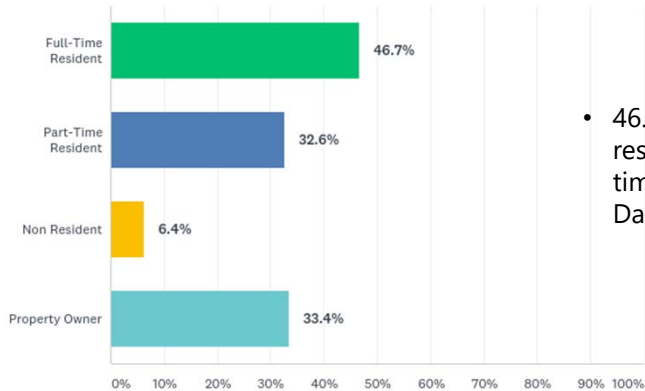
ANSWER CHOICES	RESPONSES
Historic District	21.1% 75
Melrose	17.7% 63
Haig Point	51.7% 184
Bloody Point	4.8% 17
N/A, I do not live or own property on Daufuskie Island	4.8% 17
TOTAL	356



- 51.7% Haig Point
- 21.1% Historic District
- 89.2% White or Caucasian
- 68.5% Age 55 or older

Public Survey Results

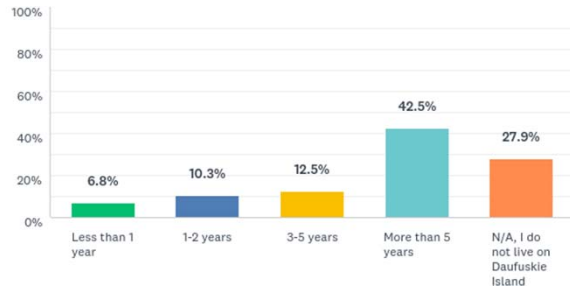
What is your status on Daufuskie Island?



- 46.7% of respondents are full-time residents of Daufuskie Island.

Public Survey Results

If you are a resident, how long have you lived on Daufuskie Island?

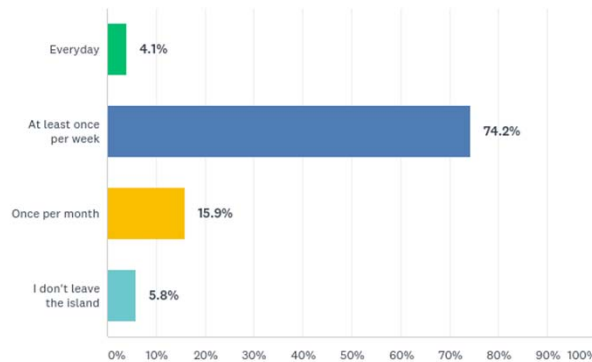


- 42.5% have lived on Daufuskie Island for more than 5 years.
- 6.8% have lived on the island for less than one year



Public Survey Results

How often do you travel between the island and mainland?

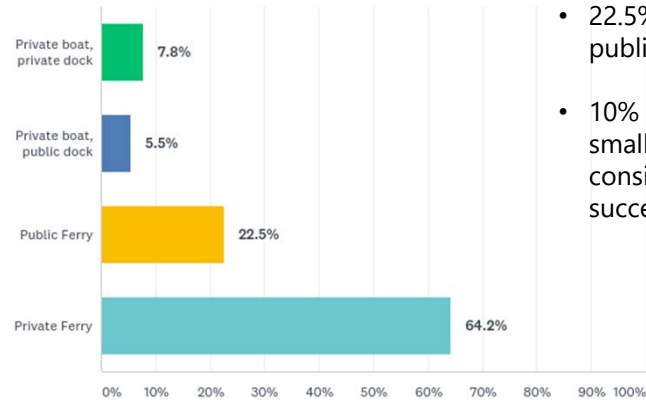


- 74.2% travel between the island and the mainland at least once per week.
- 5.8% of the respondents do not leave the island.



Public Survey Results

How do you typically access the island?

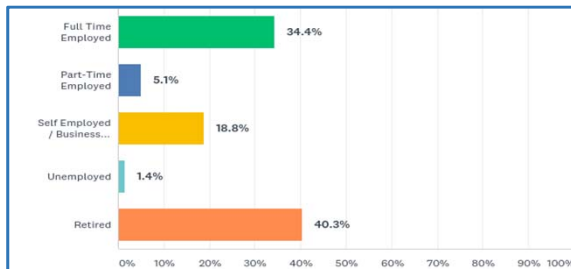


- 22.5% utilize the public ferry
- 10% transit usage in smaller urban areas is considered extremely successful

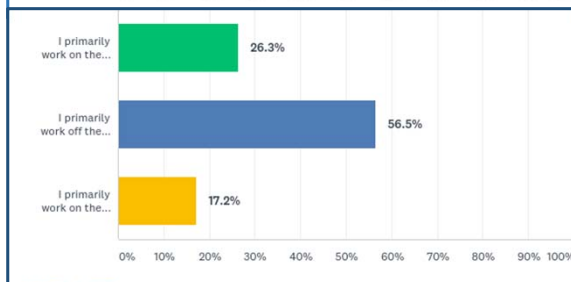


Public Survey Results

What is your employment status?/ Do you work on or off the island?



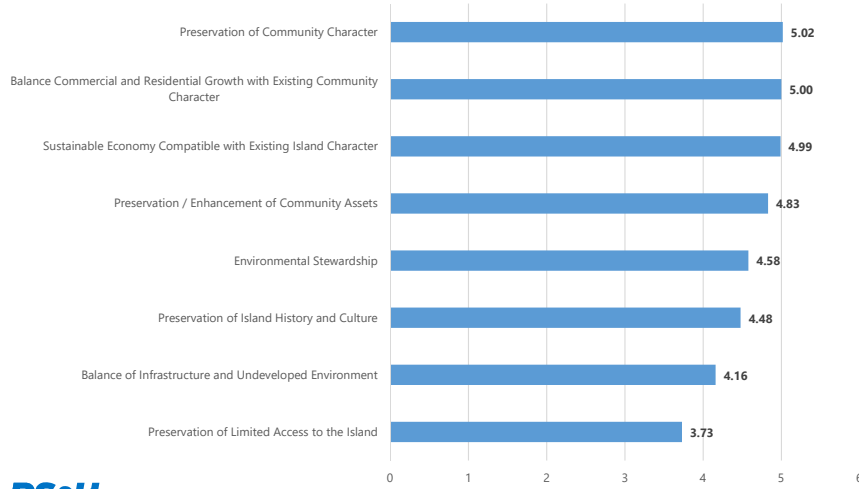
- 40.3% are retired
- 34.4% employed full time
- Almost 20% are self-employed



- 56.5% work off the island
- 17.2% work on the island from home

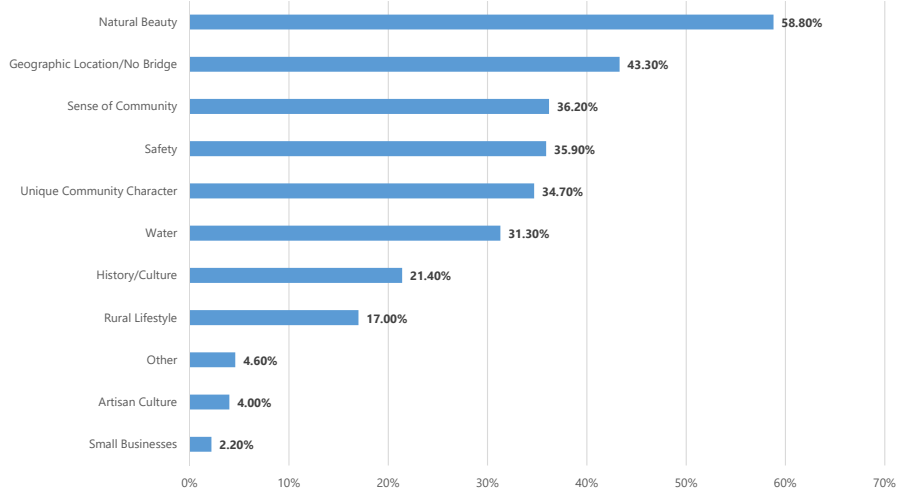
Public Survey Results

Rank on a scale of 1 - 8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered the highest priority?



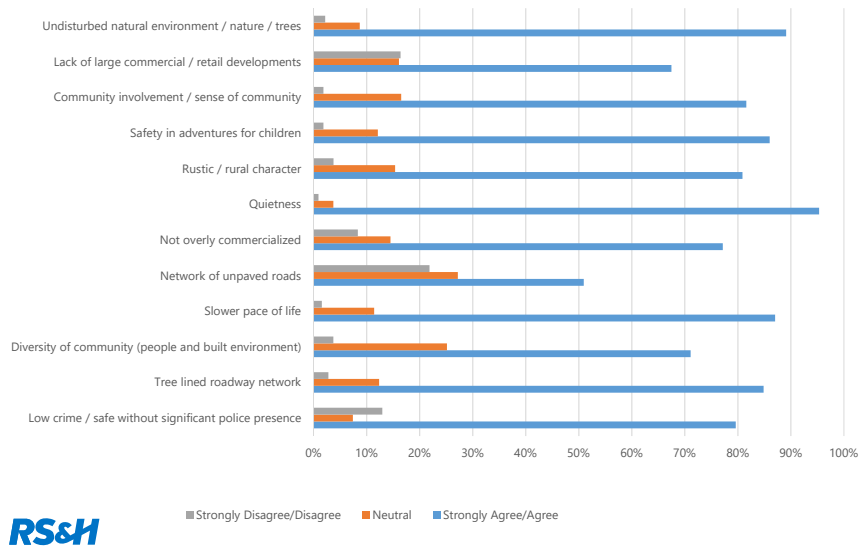
Public Survey Results

What do you love most about living on Daufuskie Island?
(Select the top 3)



Public Survey Results

Major Contributors to Daufuskie Island's community character.



Public Survey Results

» Major Contributors to Daufuskie Island Character

– All were considered to be important by respondents

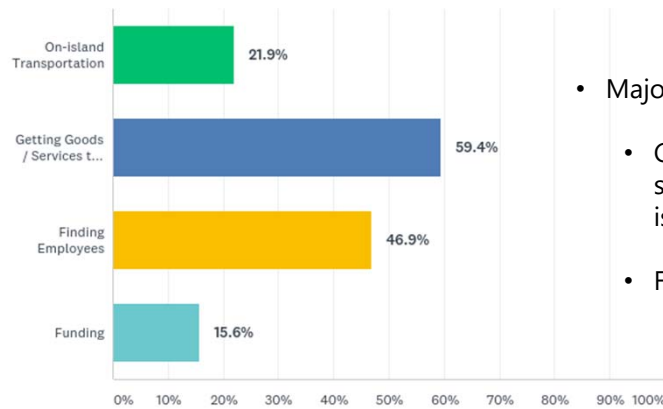
– The top three contributors:

- *Quietness*
- *Undisturbed Natural Environment/Nature/Trees*
- *Slower Pace of Life*



Public Survey Results

What are the major challenges you face as a business owner on the island?



- Major Challenges:
 - Getting goods and services to the island
 - Finding employees



Public Survey Results

» What do you dislike about Daufuskie?

- Majority of the respondents did not dislike anything about Daufuskie
- Sample comments received multiple times:
 - *Bugs*
 - *Some people want to change it to be like where they came from*
 - *Snakes*
 - *Because I'm not a resident*
 - *Lack of respect/understanding between Island residents, particularly Haig Point and the Historic District residents*



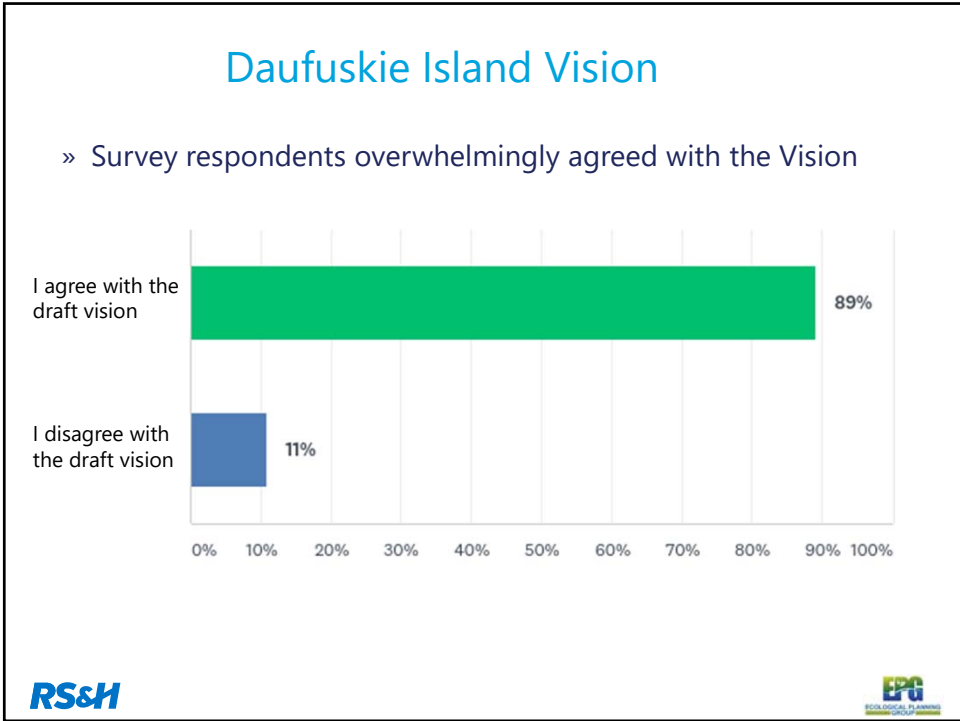
Key Findings from Survey Results

- » Focus on Community Character
 - Preserving the community character
 - Balancing growth with the existing character
 - Sustainable economy compatible with existing character

- » Preservation of Community Assets, including the Environment and Natural Beauty

- » Respondents Liked:
 - Geographic location/No bridge
 - Quietness
 - Slower pace of life

RS&H



- ### Daufuskie Island Vision
- » Sample comments from those who disagreed with the Vision:
- Too long and wordy
 - Too short
 - Not focused enough; too vague
 - Daufuskie is not pristine
 - Isolated is not the correct word and has a negative connotation
- The RS&H logo is in the bottom left, and the EPC logo is in the bottom right.

SECOND SURVEY RESULTS



Second Survey

- » Project Advisory Committee meeting: reviewed results from workshop
 - Overall development strategies
 - Character areas
 - Character area development strategies

- » Cross-referenced character areas with existing zoning and allowable densities

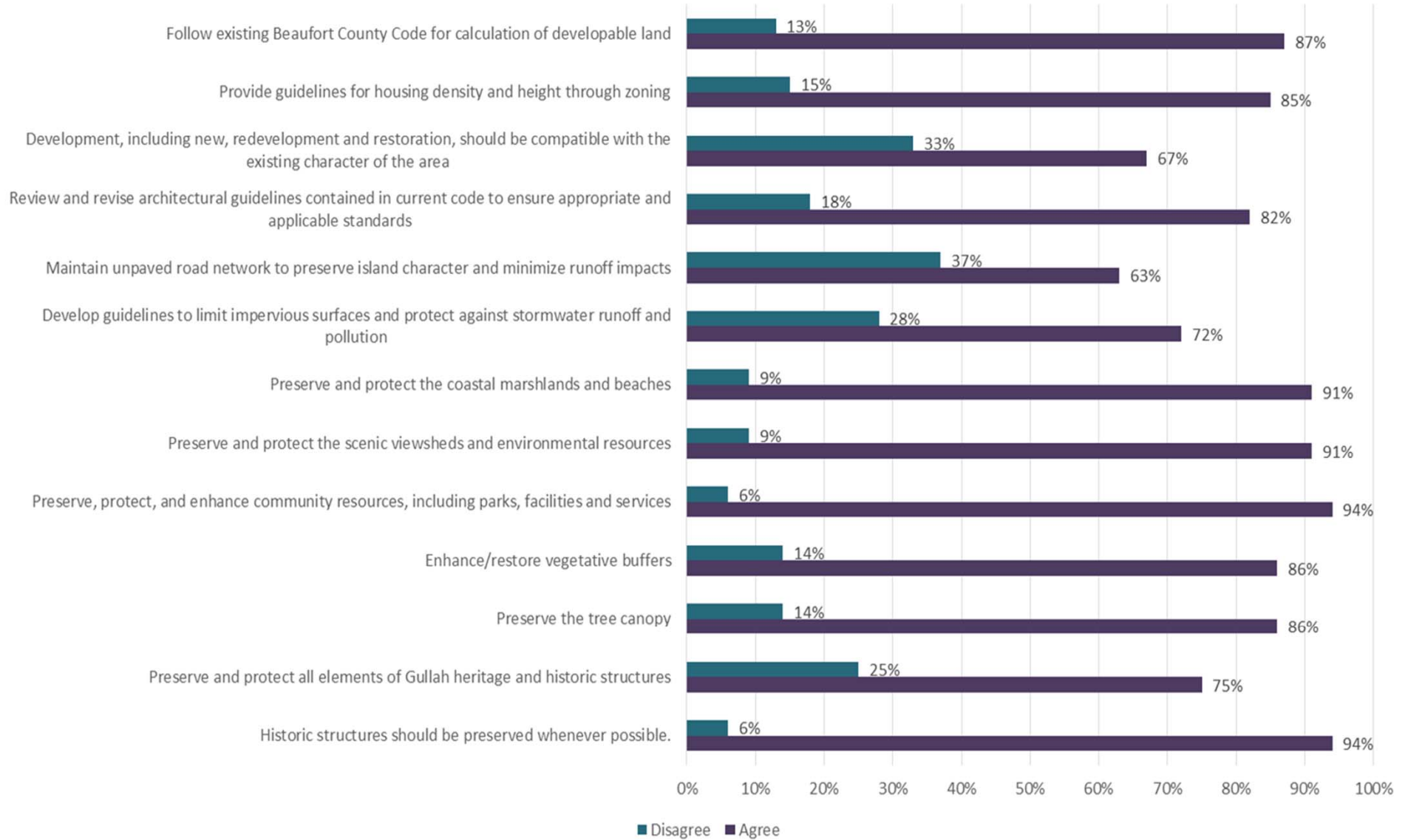
- » Requested feedback

- » Developed second survey to facilitate input

Second Survey

- » 33 respondents; approximately 10% response rate
- » Survey open from December 1st through December 12th
- » Questions designed to obtain feedback on workshop results and existing densities

Do You Agree with the Overall Draft Strategies?



COMMENTS: OVERALL DRAFT STRATEGIES

Although I want to maintain and protect the character of DI, I also want to enable some new development specifically in the Mid Island district. I believe that this development could be done while maintaining the character of DI. I am unclear on the current calculation for developable land.

Increase in commercial endeavors are vital.

General Comment: the wording of all the questions makes it hard not to say YES, so you may not learn much from the survey. I forced a few NO's just so I could provide comments.

More development is needed to move the island forward, although it must be carefully controlled. Commonly used dirt roads should be paved and developers should be encouraged to develop various tracts in a tasteful and aesthetically pleasing way, while preserving our beaches, marshes and as many trees as is practical.

Most of the items above are already addressed by current County zoning as well as ORCM regulations. Additional or different guidelines specific to Daufuskie are unnecessary, potentially confusing and even detrimental to attracting new investment.

Some roads need to be paved and current paved roads need repair

Some of our frequently traveled unpaved roads are dangerous and poorly maintained. The mud following a rainstorm and the dust during dry periods are a huge problem.

Roads should be designed as appropriate for the area they are installed. Unpaved roads while quaint are difficult to maintain and are a problem for golf cart traffic when rutted and wet. Preserving Gullah culture is fine though not at the expense of a failing economy on the island.

Let the island develop to include necessary roadways

What does character of the area mean? Seems vague and subjective.

Preserve "all" Gullah elements etc. may be somewhat excessive....

Many of these questions are a bit misleading as to the degree of what we should attempt to achieve.

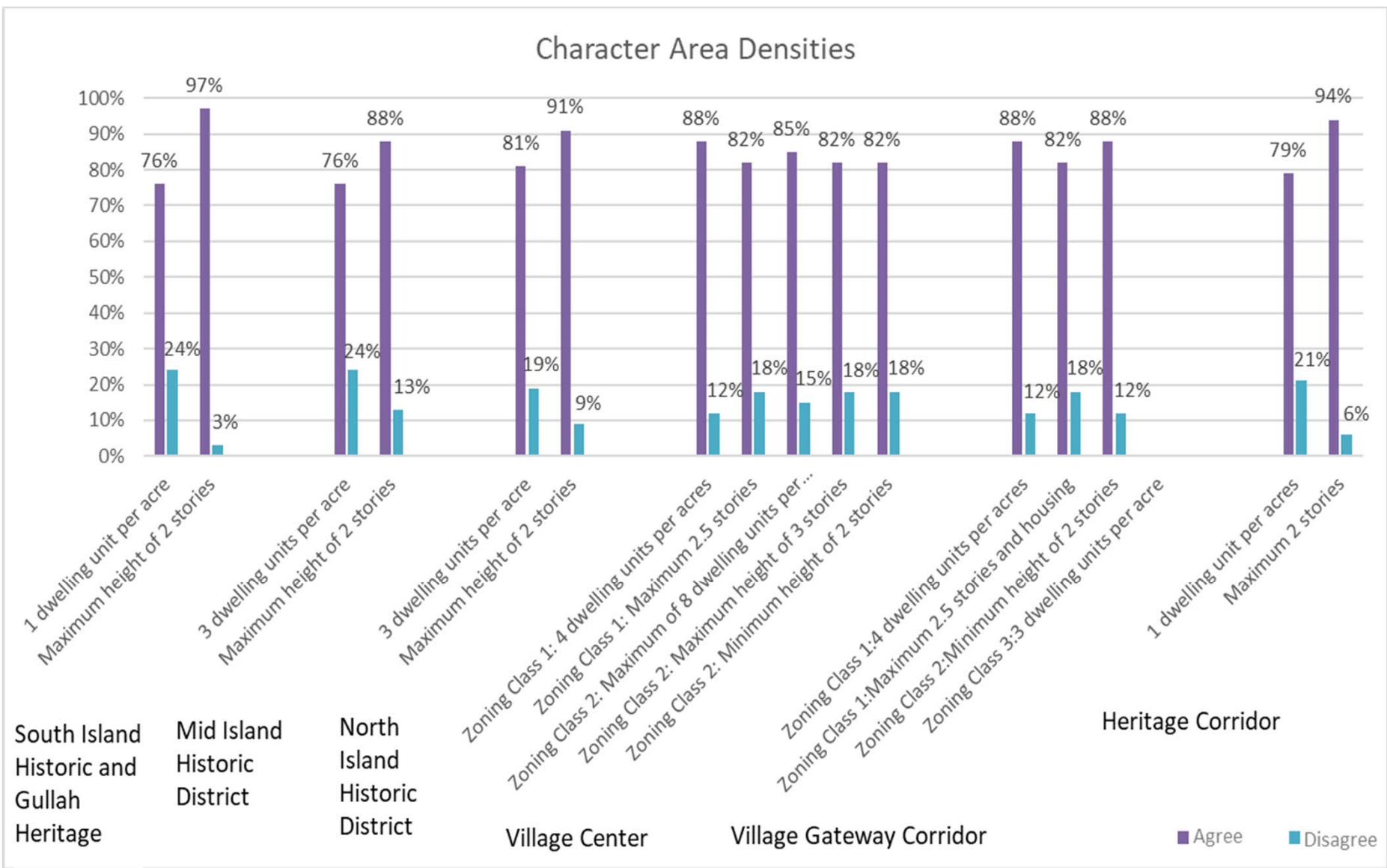
The way this is written is slanting the answer toward no development. I favor developing the Webb Tract while respecting our Island's character and history

Not familiar enough with these areas to know impact of any changes to further development

While I answered yes to all, I believe that certain of these are too vague or subjective. For example, depending upon the POV, the "existing character of the island" could mean many things. For some, it could mean maintaining an entirely rural environment which would impede any sort of growth. For clarity, I believe that the character needs more granularity.

County rules are excessive and ridiculous.

Character Area Densities



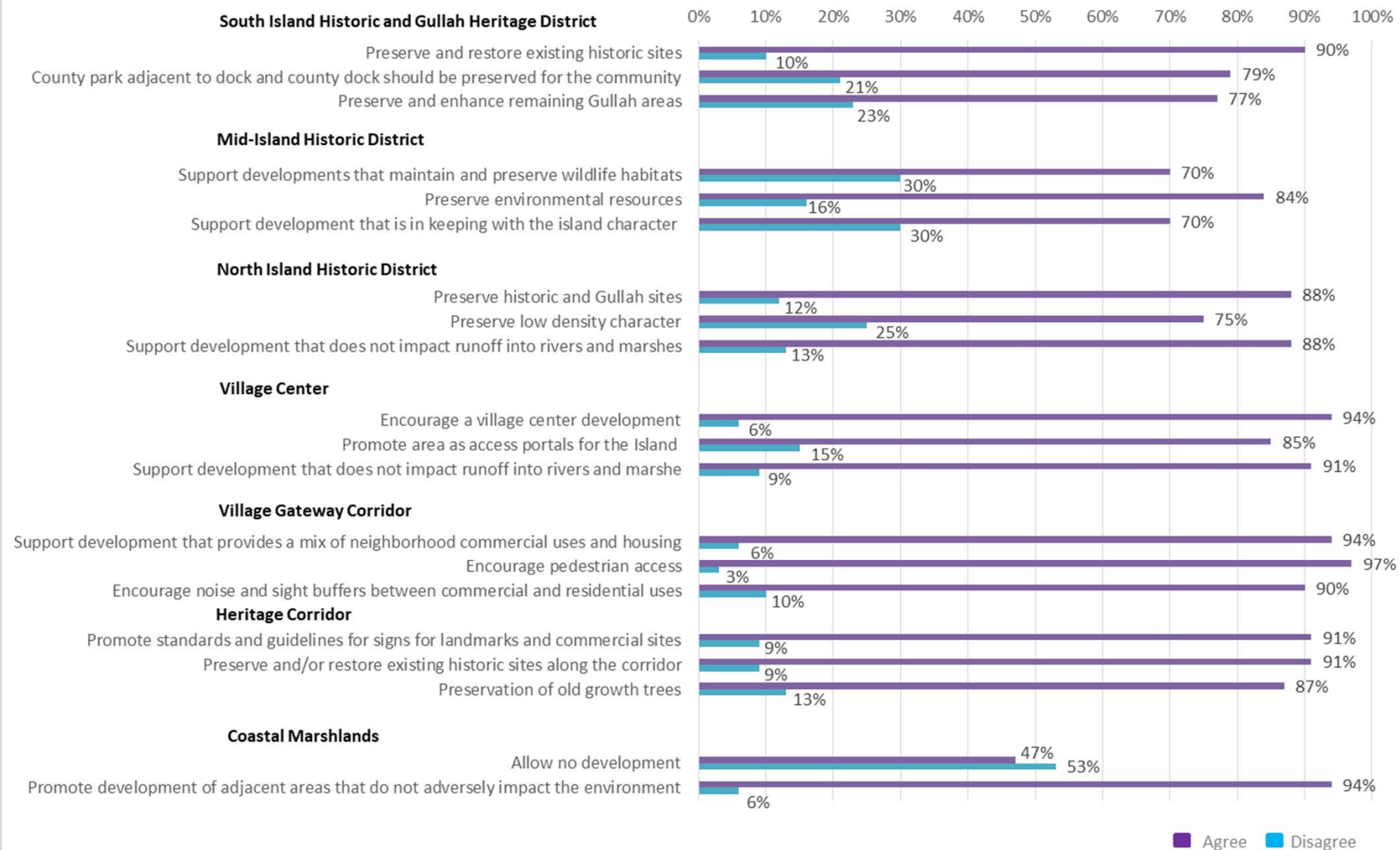
COMMENTS: CHARACTER AREA DENSITIES

South Island Historic District and Gullah Heritage Sub-District
2 or 3 per acre is fine
Mid-Island Historic District
3 stories is fine
Only one dwelling
Existing zoning & requirements are adequate.
The Webb Tract is huge- greater density and taller structures in some areas would have no adverse impact
2/acre
Prefer to have buildings spread out, not in clusters.
Just not sure yet
North Island Historic District
Only one unit
Existing zoning & requirements are adequate.
Same answer as for Webb Tract. Land can be developed responsibly in many ways. If one owns a five acre site and agrees to only develop two in return for greater density on the two, we all win.
1 building/ residence per acre
I am not sure where this is? Generally I support density standards.
Should be same as south at 1 dwelling unit per acre
Not sure
Village Center
Existing zoning and requirements are adequate.
Marina boat storage building could be 75' tall
Village should 4 dwellings per acre with max of 2 stories
Sounds like enough for proper development

COMMENTS: CHARACTER AREA DENSITIES (continued)

Village Gateway Corridor
Existing zoning and requirements are adequate.
3-4 dwelling units per acre with max of 2 stories
I would like to think something built would fit in
Heritage Corridor
Thank you for your hard work. Balancing the need to support financial viability with the desire to preserve our island is a difficult task. Progress requires thoughtful change. No change ever leads to a downward spiral.
2 or 3 per acre is fine
Existing zoning and requirements are adequate.
2 per acre
Not sure impact

Character Area Strategies



COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

South Island Historic and Gullah Heritage District
The primary objective is preserving key assets for the community, but if there is a better use that benefits the entire island, it should be considered.
County dock area is an eyesore and should be tastefully improved.
Preservation of county dock area for the community is unnecessary
County dock area could also be utilized as a ferry landing for DI. Changes should not preclude that possibility.
Development in Webb and Oakridge should occur
Preserve but not at taxpayer expense. Preserve but not at the expense of deteriorating the economy of the island. We are already in deep trouble. We cannot help until our own future is assured.
There needs to be limited development to make the Island "livable and sustainable" which it is not today.
Preserve Gullah areas but enhance only through private partnerships.
I support preserving all Gullah heritage as well as enhancing provided enhancing does not mean expanding the Historic District to include the Webb Track etc. That makes no sense.
Not sure where they are and again what impact

COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

Mid-Island Historic District
Of course the interpretation of this is subjective. I believe in maintaining and preserving and also enabling this part of the island to become a marine access location with some limited retail and condo type housing.
Increase in commercial endeavors as well as affordable housing is vital
If there is a development opportunity that will enhance the lives of most residents (a small commercial area with a grocery store, pharmacy, artisan shops, a few new restaurants, etc., then that should be considered despite displacing some wildlife habitat. The term "island character" is like mom and apple pie, but it is subject to interpretation, and I suspect there is a broad range of ideas as to what that really means.
if keeping with the island character is dirt roads and single wide trailers, then no.
I am opposed to any changes affecting the current Webb Tract. This area has been designated as a potential portal into DI and no changes should be considered which would discourage potential investors or development use. This area should not be designated as an historic district with all the restrictions that entails.
I support responsible development of Webb Tract. Has the committee met with the current owner (Pete Lang Group) or the option holder (Roger Freedman); If not - please do before recommending changes to current zoning.
Low income housing will destroy Daufuskie !!!!
Preservation of wildlife habitats should not be used as a means to restrict private property development rights in keeping with existing zoning, density and architectural guidelines. See prior comment: how is "island character" defined?
Again, this makes perfect sense provided it does not go too far and prohibits reasonable development of the island which is badly needed
In concert with developing the Webb Tract.
I plan to build in historic district and would like to think anything I build would fit in
It is difficult to answer no to any of these. That said, if these strategies imply changing the current zoning in this district to something less dense, I disagree. This district has always been viewed as an "island portal" that has the potential for a marina, light commercial & retail and residential. This should be maintained in the revised plan but in keeping with the above strategies. Since this is currently forestland, it is a natural wildlife habitat. Preservation of the natural habitat should not be used a justification to inhibit development.

COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

North Island Historic District
Development with properly managed runoff should be considered when it benefits the island.
Similar answer to Mid-Island Historic district. No changes which would form a barrier to potential development of this area.
Cannot support preservation of low density without knowing what would be restricted. A half-acre lot requirement might be acceptable, but anything greater would unnecessarily inhibit responsible development- and serve no useful purpose.
Development should be encouraged. This makes it sound like all development will create problems.
IF kept to the current zoning areas
All development subject to restrictions of two stories and no more than 3 living units per acre
Not familiar with areas size and impact of this

COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

Village Center
Everything you do costs something - money, fewer trees, more runoff, etc. The costs and benefits to the island need to be properly evaluated.
Runoff is already covered under existing state and federal regulations.
The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Access to Daufuskie should be encouraged ONLY to healthy developments and communities. The island cannot afford to encourage people when there isn't a plan to sustain a healthy economic living environment
Enhance what we have
This promotion of the village as an island portal should not be done to the exclusion of the current Webb Tract (renamed Mid-Island Historical: why?) The current zoning of Webb Tract with the vision for this area as the island portal should be preserved.
Development in balance with nature. Not impossible.
This should not be used as a replacement strategy for rezoning the Webb Tract to not be encouraged as a retail village. The vision for the island has always been that Webb Tract be a marine portal. Trying to use this as an acceptable replacement is too limiting.
No to the Webb tract project currently proposed.
Please see my response to "e" above--also applicable here. The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Manage the development in such a way that we can all coexist together while getting the benefit of development.
NO to current Webb tract proposal.

COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

Village Gateway Corridor
Please see my response to "e" above--also applicable here. The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Manage the development in such a way that we can all coexist together while getting the benefit of development.
NO to current Webb tract proposal.
Heritage Corridor
If this is Cooper River Landing Road --- I cannot support without knowing what we are trying to preserve. I spend an inordinate amount of time picking up trash on Cooper River Landing Road-- people who truly care about DI need to stop using our roads as trash bins.
I think the handmade character of business signs suits Daufuskie and its population. While businesses and landmarks should not be advertised in a way that diminishes the island feel, I don't think it should all look alike.
Provided we have a good definition of Old Growth Tress I also would support this

COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES

Coastal Marshlands
Never say never, or NO in this case. Keep an open mind, but only allow such development if there is an overwhelming benefit to the island.
Allowing no development is killing this island
Potential development should be examined on a case by case basis under existing state and federal laws protecting the marshland areas.
Prohibiting responsible development of privately owned land is de facto condemnation -and that would require compensation to the owners. Who will pay that?
If this means prohibiting development of Webb Tract which borders coastal marshlands, I do not agree.
Too broad of statement. The Webb Tract for example should be allowed to be appropriately developed.
All development should be subject to environmental standards/approvals from the State of SC
Like second questions wording better than first
See earlier remarks. We should preserve marshlands but allow development within the guidelines for OCRM critical lines.

*ADDITIONAL COMMENTS
RECEIVED*



ADDITIONAL COMMENTS RECEIVED

- Consider adding a second or third “village” zoning district.
 - Freeport is the logical first choice. Additional options:
 - Intersection of Haig Point Road and Oak Ridge could be “Village Industrial” for mini-storage facility, office-industrial space, a cabinet maker, trade shops, an auto mechanic, hardware store, diner, a builder’s office/warehouse, etc.
 - Area near the church in the proposed Gullah Heritage Sub-District where there is already a coffee shop and Daufuskie Blues. A good place for a post office, hair salon, alterations shop, artisan workshops, etc.
 - Area near the County Dock that is the second port of entry, but traditionally was our primary entry; villages traditionally evolved at transportation hubs.

ADDITIONAL COMMENTS RECEIVED

Commercial Space

- Permitting is difficult and expensive in Beaufort County and are the same for simple structures as for multi-story office buildings.
- Work with County to for updated building code category for “Light Commercial”
- Need simplification of code and requirements to encourage more small businesses

PUDs

- Successful businesses on Daufuskie are proprietor’s businesses as PUDs have failed as resorts, although not residential communities
- Bloody Point and Melrose will eventually be broken up and need to be addressed in the plan update.
 - Apply Daufuskie archetypes apply to help avoid some future new houses looking like they were transplanted from an Atlanta suburb

ADDITIONAL COMMENTS RECEIVED

Density

- Must include discussion of sewer and water.
- For higher density areas, need to build small, affordable sewage treatment facilities and not increase the area served by the DI Utility Company

ADDITIONAL COMMENTS RECEIVED

Achieving the goal of maintaining rural character

- Form-based code has unintended consequences for landowners who are ready to build
- Beaufort County Zoning Department/Director has final approval on how a building looks
- Identify primary roads that have requirement to prove a vegetative buffer exists prior to the issuance of a building permit
- Applicants can:
 - Build to the style required, or
 - Demonstrate there is a vegetative buffer in existence so the look of the structure does not matter

ADDITIONAL COMMENTS RECEIVED

- Focus on keeping the rural character of Daufuskie intact
- Request to rezone a specific property
- Economic Development
 - Daufuskie needs a strong branding and marketing theme to encourage economic development
 - Promote/encourage an eco-tourism based economy

ORDINANCE 2018/___

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND SEABROOK SOLAR, LLC

WHEREAS, Beaufort County, South Carolina (the “County”), acting by and through the Beaufort County Council (the “County Council”) is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into development agreements relating to property within the County; and

WHEREAS, the County Council has determined that the Development Agreement by and between Beaufort County, South Carolina, and Seabrook, LLC (the Development Agreement”) is consistent with the Beaufort County Comprehensive Plan (the “Comprehensive Plan”) and the Beaufort County Community Development Code (the “CDC”); is a proper exercise of the police power and authority granted to the County government; and benefits the general health, safety and welfare of the citizens of the County for the County to enter into the Development Agreement relating to the development property identified as TMS Nos. R700 029 000 0054 0000 and R700 028 000 0086 0000 in Beaufort County, South Carolina.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Beaufort County, South Carolina, in a meeting duly assembled, as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Development Agreement attached hereto as Exhibit “A” and incorporated herein by reference, complies with the Act, the Comprehensive Plan, and the CDC.

SECTION II. DEVELOPMENT AGREEMENT

The terms of the Development Agreement are hereby approved in accordance with the Act and the CDC. The Development Agreement shall be effective immediately upon approval of this Ordinance after third reading and execution by both parties.

SECTION III. EXECUTION

The County Administrator is authorized to execute and deliver the Development Agreement on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Development Agreement.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval following third reading by the County Council.

THEREFORE, BE IT ORDAINED, ENACTED and APPROVED, in a meeting duly assembled, this ____ day of _____, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

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

[SEAL]

APPROVED AS TO FORM:

By: _____
Thomas J. Keaveny, II, Esquire
Interim County Administrator
Beaufort County Attorney

First Reading: June 11, 2018
Second Reading: July 23, 2018
Public Hearings: July 23, 2018
Third Reading: _____, 2018

EXHIBIT A

Seabrook Solar Development Agreement

**SEABROOK SOLAR
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**SEABROOK SOLAR, LLC,
AND
BEAUFORT COUNTY, SOUTH CAROLINA**

_____, 2018

**Prepared by:
Nicole Scott Ewing
Nexsen Pruet, LLC
205 King Street
Charleston, SC 29401**

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

SEABROOK SOLAR, LLC

AND

BEAUFORT COUNTY, SOUTH CAROLINA

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EXHIBITS

Exhibit A: Legal Description

Exhibit B: Boundary Plat

Exhibit C: Development Schedule

Exhibit D: Current Regulations

Exhibit E: Development Agreement Ordinance

Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations

Exhibit G: Legal and Equitable Owners

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
SEABROOK SOLAR, LLC,
AND
BEAUFORT COUNTY, SOUTH CAROLINA,**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the _____ day of _____, 2018, which shall be the date of recording of this fully approved and executed Agreement (the "Effective Date"), by and between Seabrook Solar, LLC, a Delaware limited liability corporation, and Beaufort County, a political subdivision of the State of South Carolina.

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Division 7.3 of Article 7 of the Beaufort County Community Development Code governs Beaufort County's participation in development agreements.

III. The County conducted public hearings regarding its consideration of this Agreement on _____, 2018, and _____, 2018, after publishing and announcing notice, in accordance with the Act.

IV. County Council adopted Ordinance Number _____ on the ____ day of _____, 2018, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E, and incorporated herein by reference.

NOW THEREFORE, in consideration of the promises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The Real Property subject to this Agreement currently consists of approximately one thousand forty-two (1,042) acres, of which approximately eight hundred eighty (880) acres are highland. A legal description of the Real Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Annual Development Fee” means that minimum payment made to Beaufort County by the Property Owner, its successors or assigns pursuant to Paragraph 14 herein.

(c) “Comprehensive Plan” means the Beaufort County Comprehensive Plan, Ordinance No. 2011/1, adopted on January 11, 2011, pursuant to S.C. Code Section 6-29-510, et

seq., as amended, and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “County” means Beaufort County, South Carolina.

(e) “Current Regulations” mean the Comprehensive Plan and the Beaufort County Community Development Code, Ordinance No. 2014/36, as adopted by County Council on December 8, 2014, all as amended through the Effective Date hereof. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(f) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) “Facilities” means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Beaufort County pursuant to Section 14, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(j) “FILOT Agreement” means that certain Fee in Lieu of Tax and Incentive Agreement by and between/among the County, and Project McClellan (as defined in the FILOT Agreement) dated as of the ____ day of _____, 2018 as may be amended, supplemented, or modified from time to time.

(k) “FILOT Project” shall have the meaning ascribed to such term in the FILOT Agreement.

(l) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property.

(m) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of Real Property, and includes laws governing

permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(n) “Lot” means a Development Parcel identified in a Subdivision Plat recorded in the Beaufort County Register of Deeds Office.

(m) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(o) “Parties” means the Property Owner and the County.

(p) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a solar farm or other permitted facility or operation for which no appeal has been taken within the time required by law.

(q) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B, including but not limited to the development of a solar farm.

(r) “Property Owner” means Seabrook Solar, LLC, a Delaware limited liability corporation, who has an equitable interest in the Real Property, together with all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Seabrook Solar, LLC’s successors in interest or

successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(s) “Real Property” is the real property referred to in Section 1 and Section 5 and includes any improvements or structures customarily regarded as part of real property.

(t) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(u) “Term” shall have the meaning set forth in Section 16 of this Agreement.

(v) “Vested Rights” shall have meaning set in section 9(b) of this agreement.

3. Compliance with South Carolina Code Section 6-31-60. Pursuant to South Carolina Code Section 6-31-60, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit G.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately eight hundred eighty (880) acres of highland and approximately one hundred sixty-two (162) acres of wetlands, with a total gross acreage of approximately one thousand forty-two (1,042) acres.

The Property Owner may notify the County from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of such properties owned by Property Owner with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the properties desired to be added to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

6. Intent of the Parties. The Parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, to their successors in title and/or assigns. The Parties are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, et seq. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the Term of this Agreement.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the County's Comprehensive Plan and Current Regulations.

Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance,

special exception, or appeal authority of other bodies contained in Code of Laws of South Carolina § 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County may apply a subsequently adopted law to a development that is subject to this Agreement only if the subsequently adopted law meets the requirements of the Code of Laws of South Carolina § 6-31-80(b), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project as more fully described in the Current Regulations.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

A. LAND USES AND INTENSITIES

(a) Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the T2-R zoning district, as described in the Current Regulations, attached hereto as Exhibit D, are allowed on the Real Property. The County acknowledges and agrees that a solar farm is a permitted use under the T2-R zoning district, and that the Property Owner's intent is to construct a 72.5 megawatt solar farm (the "Solar Farm") on the Real Property.

(b) Standards. All standards and regulations pertaining to the T2-R zoning district, as applicable, including but not limited to building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as International Building, Fire and Electrical Codes, shall also apply.

B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL

Conceptual, preliminary plans and final plats, as defined in the Current Regulations, as applicable, for each phase of the Development shall be submitted for review and approval pursuant to the applicable provisions of the Current Regulations, but shall utilize and be subject to the subdivision and development permitting processes and fees in effect at the time of submission.

C. DECOMMISSIONING

The Property Owner acknowledges and agrees that decommissioning will be required following a continuous period of twelve (12) months in which no electricity is generated by the Solar Farm other than for mechanical, repair, replacement, and/or maintenance purposes.

The Property Owner shall submit a decommissioning plan that describes the anticipated life of the Solar Farm; the estimated decommissioning costs in current dollars; the method for ensuring that funds will be available for decommissioning and restoration; and the anticipated timeline and manner in which the Solar Farm project will be decommissioned and the site restored to its condition prior to the development of the solar farm. The decommissioning plan shall be recorded in the Beaufort County Register of Deeds prior to the issuance of a Zoning Permit, as such term is defined in the Current Regulations.

The Property Owner shall have twelve (12) months to complete decommissioning of the Solar Farm. Decommissioning shall include removal of solar panels, foundations, structures, cabling, electrical components, conduit, and any other associated facilities as described in the decommissioning plan.

Prior to the issuance of the Zoning Permit, the applicant must provide the County with a performance guarantee in the form of a corporate guarantee from an investment grade company or other equivalent security acceptable to the County in the amount of 125% of the estimated decommission cost minus the salvageable value, or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in South Carolina, and the County will be the holder of the guarantee.

Every five (5) years a new engineer's estimate of the probable cost of decommissioning shall be submitted for approval in the same manner as the initial submission, and the letter of credit, corporate guarantee, or other financial security acceptable to the County shall be adjusted upward or downward as necessary.

12. Facilities and Services. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. The Property Owner certifies that the Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein. Subject to compliance with applicable Laws, all provisions of this Agreement, required subdivision and development approvals, and prior approval of construction plans by the County or other applicable governmental entity, the County hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. The Property Owner or a third party shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations. The Property Owner or a third party shall also be responsible for repairing any damage made to public roads or highways used to access the Property during construction, and surety to ensure such may be required by the County.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the Facilities for water and sewer on the Real Property will be provided by the Beaufort-Jasper Water Authority. In the event public sewer is not practically available to the Property through the Beaufort-Jasper Water and Sewer Authority, nor subject to a required tie-in under their policies due to the distance to the existing sewer lines, septic fields may be utilized on the Property, subject to DHEC and County permitting in the usual and customary course.

13. Traffic Considerations. Access to the Project will be from US Highway 21 and Keans Neck Road, and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the owning and/or maintaining entity prior to the beginning of construction on the Property, and if required by the owning or maintaining entity, security in the form of an acceptable financial instrument in an amount sufficient to ensure repair of the roads, shoulders, and paving surface shall be a condition precedent to the granting of a subdivision or development permit by the County.

14. Fees.

(a) Development and Impact Fees. County and Property Owner agree that the Property Owner will pay, or cause to be paid by a third party, all road and fire impact fees (the “Impact Fees”) as same may become due. Other than the Impact Fees, the County specifically acknowledges and agrees that there are no development fees currently imposed by the County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development (“Customary Fees”), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the

Project during the term of this Agreement other than the fees set forth in subsection 14(b), 14(c), the Impact Fees, and the Customary Fees.

(b) Fees-in-lieu of taxes.

(i) Property Owner and County acknowledge that all or a portion of the Project is, or will be upon being placed in service, subject to a fee-in-lieu of tax agreement pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina (the “Negotiated FILOT Act”) (the “FILOT Agreement”) pursuant to Ordinance No.____, which was adopted by County Council on the ____ day of _____, 2018 and will be included in a multi-county industrial or business park pursuant to Title 4, Chapter 1 of the Code (the “Multi-County Park Act”). The FILOT Agreement and its fee-in-lieu tax arrangement are partial consideration of the reduced impact the Project will have on schools and other services as referenced in Section 14(a).

(ii) Property Owner agrees to make, or cause to be made, an Annual Development Fee of \$_____, subject to a credit against such Annual Development Fee obligation in an amount equal to the actual aggregate amount of the annual fee-in-lieu of tax payments made, or *ad valorem* taxes paid, as the case may be, with respect to the FILOT Project, whether or not pursuant to the Negotiated FILOT Act and/or the Multi-County Park Act (the “FILOT Payments”), as described in further detail below. Annual Development Fees payable for a term equal to the scheduled term of the annual negotiated FILOT payments to be made under and pursuant to the FILOT Agreement with respect to the FILOT Project; provided however, that in the event that the FILOT Agreement is terminated due to a breach by County, Property Owner’s obligation under this Section 14(b) terminates. The County

and Property Owner acknowledge and agree that the present term of the annual negotiated FILOT arrangement is equal to thirty (30) years and, as a result, Property Owner shall be, subject to the proviso set forth in the preceding sentence, obligated to make, or cause to be made, thirty (30) Annual Development Fee payments.

(iii) The Annual Development Fee is being provided in consideration, among other things, of the granting of the Multi-County Business Park status and the FILOT Agreement, the exclusion of other development fees by the County, the exemption from the application of future laws as provided herein, and to assure other public benefits pursuant to §§ 6-31-10(4) and 6-31-60(D) of the South Carolina Code of Laws, 1976 (as amended).

(iv) As the Annual Development Fee is to be offset by the payment of FILOT payments or *ad valorem* taxes actually paid, in the event the offsets are not sufficient to fully satisfy the Annual Development Fee, or because no offsetting payment or a less than full offset payment is made because of the circumstances set forth in (ii) above, the Property Owner covenants and agrees the County shall have a continuing equitable lien on the Real Property (including fixtures) to secure payment of the Annual Development Fee, with such equitable lien to be superior to any mortgage on the Real Property granted after execution of this Development Agreement.

(c) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 18 of the Code of Ordinances of Beaufort, South Carolina. In lieu of a yearly calculation, Property Owner will submit a letter from a certified public account certifying the gross sales of the Project. The County agrees to provide in

the FILOT Agreement a special source revenue credit for any portion of the annual business license fee that exceeds \$7,500.

15. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of this Agreement.

(b) Interim Completion Date. The Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Development of the Real Property will occur:

<u>YEAR</u>	<u>% COMPLETE</u>
5	100%
10	100%

16. Term of the Agreement. The term of this Agreement shall be ten (10) years, commencing on the Effective Date; provided, however, that this Agreement shall automatically renew for two (2) five-year renewal periods.

17. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, et. seq., and Paragraph 16 hereof, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A

major modification of this Agreement shall occur only after public notice and a public hearing by the County.

18. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. Notwithstanding the foregoing, it is acknowledged that state law changes affecting the payment of *ad valorem* or FILOT payments as contemplated herein shall not affect the responsibility of the Property Owner, its successors or assigns, to pay the Annual Development Fee pursuant to Section 14 herein, such being a contractual liability enforceable by a civil suit for damages.

19. Periodic Review. The County Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement or, in the case of a failure to pay the Annual Development Fee, the County may seek actual damages in such appropriate civil cause of

action in the Court of Common Pleas for Beaufort County; provided, that in the case of a modification or termination, the County has first given the Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

20. Severability. Subject to the provisions of Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

21. Merger. This Agreement, coupled with its exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, and subject to Code of Laws of South Carolina §6-31-80(B) the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The Parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

22. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

23. Venue. Any action brought under or involving this Agreement shall be brought in Beaufort County, South Carolina.

24. Default. (i) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the Parties agree that neither party is entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. It is expressly acknowledged that specific remedies for a breach of the Agreement to pay the Annual Development Fees are set forth elsewhere herein, including but not limited to, Sections 14 and 18.

(ii) Each party recognizes that the other party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

25. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Beaufort County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

26. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

27. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

28. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, and specifically the responsibility for payment of the monetary obligations hereunder, including but not limited to the Annual Development Fee and the priority of the equitable lien of the County, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the County from third parties.

This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement to the extent authorized by law.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the “Property Owner” under and within the meaning of this Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the “Property Owner” and the acknowledgement referred to in subparagraph 28(a).

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement in substantially the same form as Exhibit F, attached hereto and incorporated by reference, expressly assuming the development obligations with regard to the parcel conveyed and the potential Development of same. The Property Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County the applicable documents assigning the development obligations to the transferee, and record the same in the office of the Beaufort County Register of Deeds.

(iii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser

shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such

portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

29. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject

matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Beaufort County Administrator
100 Ribaut Road
Beaufort, SC 29901

With copies to:

Beaufort County Attorney
P.O. Drawer 1228
Beaufort, SC 29901

To Seabrook Solar, LLC:

Seabrook Solar, LLC
c/o Adger Solar
20 Towne Drive, Suite 388
Bluffton, SC 29910
ATTN: William Moore

With copies to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
ATTN: Nicole Scott Ewing, Esquire

Nexsen Pruet, LLC
120 Main Street
Columbia, SC 29201
ATTN: Tushar Chikhliker, Esquire

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

Witness:

BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

Attest: _____

Thomas J. Keaveny II, County Attorney

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Beaufort, by D. Paul Sommerville, its Chairman, and Thomas J. Keaveny II, its County Attorney, personally known to me or having provided satisfactory proof of their identity, appeared before me this ____ day of _____, 2018, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

EXHIBITS

Exhibit A: Legal Description

Exhibit B: Boundary Plat

Exhibit C: Development Schedule

Exhibit D: Current Regulations

Exhibit E: Development Agreement Ordinance

Exhibit F: Form Partial Assignment and Assumption of Rights and Obligations

Exhibit G: Legal and Equitable Owners

Exhibit A

Legal Description

[TO BE INSERTED]

Exhibit B

Boundary Plat

[TO BE INSERTED]

Exhibit C
Development Schedule

<u>Year</u>	<u>Percent Complete</u>
0-5	100%
6-10	100%

Exhibit D

Current Regulations

[TO BE INSERTED]

Exhibit E

Development Agreement Ordinance

[TO BE INSERTED]

Exhibit F

Form Partial Assignment and Assumption of Rights and Obligations

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

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this ____ day of _____, 201_, by and between Seabrook Solar, LLC, a Delaware limited liability company (“Assignor”) and the _____, _____ (“Assignee”).

RECITALS:

WHEREAS, on or about _____, 2018, Assignor entered into that certain Seabrook Solar Development Agreement (“Agreement”) with Beaufort County, South Carolina (the “County”), incident to the future development of approximately one thousand forty-two (1,042) acres of real property, as further described on Exhibit “A” attached hereto (the “Property”), which Agreement was recorded in the Office of the Register of Deeds of Beaufort County, South Carolina (the “ROD”) in Book ____ at Page _____; and

WHEREAS, on _____, _____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit “B” attached hereto (the “Transferred Property”), by that certain _____ deed recorded on _____, _____ in the ROD in Volume ____ at Page ____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

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

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres with a density not to exceed _____ (____) square feet (as further described in Section 11.A. of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

(i) Payment of the Annual Development Fee in the amount of \$ _____ applicable to the assigned property; and

(ii) _____

3. Default and Enforcement of Provisions. As provided in Sections 19 and 24 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, as well as any other legal or equitable remedies, including, but not limited to, actual damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under section 28(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

To Assignor:

Seabrook Solar, LLC
c/o Adger Solar

20 Towne Drive, Suite 388
Bluffton, SC 29910
ATTN: William Moore
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
Attn: Nicole Scott Ewing, Esq.
843-720-1716
843-414-8821
newing@nexsenpruet.com

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

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

SEABROOK SOLAR, LLC

Witness

By: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, , the undersigned Notary of the Public of the State of South Carolina, do hereby certify that _____, _____ of Seabrook Solar, LLC, personally appeared before me this _____ day of _____, 2018 and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Exhibit A to Partial Assignment
Property

Exhibit B to Partial Assignment
Transferred Property

Exhibit G

Legal and Equitable Owners

1. Essex Farms, LLC
2. Paragon Produce, LLC
3. Seabrook Solar, LLC

**BEAUFORT COUNTY
ORDINANCE NO. 2018/___**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT MCCLELLAN, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT OF CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); (2) CERTAIN SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO THE PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Beaufort County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (“Multi-County Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Project McClellan, a [_____], organized and existing under the laws of the State of [_____], acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”), is considering the establishment of certain facilities to be operated primarily for the production of electricity from solar energy at one or more locations

in the County (collectively, the “Project”), and anticipates that, should its plans proceed as expected, it will invest, or caused to be invested, in the aggregate, at least \$100,000,000 in the Project; and

WHEREAS, based on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on June 11, 2018 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the “Incentive Agreement”), the form of which is presented to this meeting, which Incentive Agreement is to be dated as of [_____, 2018], or such other date as the parties may agree; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

(c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

(d) The Project gives rise to no pecuniary liability of the County or an incorporated municipality or a charge against the general credit or taxing power of either; and

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County will agree to accept certain negotiated FILOT payments with respect to the Project (the "Negotiated FILOT"), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act, as set forth in greater detail in the Incentive Agreement, and which, based on the property comprising the Land as of the original execution and delivery of the Incentive Agreement, the County and the Company believe to be [243.54] mills, and which millage rate or rates shall be fixed in accordance with Section 12-44-50(A)(1)(b) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT, all as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) and such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment

during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

(iii) As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the Negotiated FILOT Act, the County hereby approves the Company's request to calculate the Negotiated FILOT payments due with respect to the Project based on an alternative payment method yielding over the thirty-year Negotiated FILOT payment period for each annual increment of investment in the Project, a payment stream which has the same net present value as the payment stream which would be generated using the standard negotiated FILOT calculation provided under Section 12-44-50(A)(1) of the Negotiated FILOT Act and the factors set forth in Section 2(b)(i) hereof. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which the Incentive Agreement is executed. If no yield is available for the month in which the Incentive Agreement is executed, the last published yield for the appropriate maturity available must be used. If there are no bonds of appropriate maturity available, bonds of different maturities may be averaged to obtain the appropriate maturity.

Section 3. As an additional incentive to induce the Company to undertake the Project, and as reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and the provisions set forth in this Section 4, the County does hereby agree that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT payment due with respect to the Project for the full term of the Negotiated FILOT in an amount equal to sixty percent (60%) of each such Negotiated FILOT payment, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project. Notwithstanding the foregoing provisions of this Section 4, (i) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, in calculating any Negotiated FILOT payment due with respect to all or any portion of the Project, to the extent not already fully depreciated as such purposes, is less than 5%, the above-described initial Special Source Credits percentage (60%) otherwise applicable against the Negotiated FILOT payment due with respect to such property shall be increased by an amount sufficient so that such net Negotiated FILOT payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (60%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, in calculating any Negotiated FILOT payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is more than 5%, the above-described initial Special Source Credits percentage (60%) otherwise applicable against the Negotiated FILOT payment due with respect to such property shall be decreased by an amount sufficient so that such net Negotiated FILOT payment due after application of such decreased

Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (60%). In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

Section 4. As further reimbursement for investment in Special Source Improvements, and in addition to the Special Source Credits set forth in Section 3 hereof, the County does hereby agree that each Credit Eligible Entity shall be entitled to receive, and the County shall provide, Special Source Credits against each net Negotiated FILOT Payment due with respect to the Project, after application of the Special Source Credits set forth in Section 3 hereof, for the full term of the Negotiated FILOT, in an annual amount sufficient to fully **[offset any business license fees imposed by the County pursuant to the County Business License Fee Ordinance, with respect to the Project in excess of the maximum fee to be agreed to by the Company and the County under, and pursuant to, the Development Agreement]**.

Section 5. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide the Company and the Project with any additional jobs creation tax credits afforded by the laws of the State for projects located within Multi-County Parks and on terms which, and for a period of time sufficient to, facilitate the receipt by the Company of the Special Source Credits referenced in Section 3 hereof.

Section 6. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 9. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading: June 11, 2018
Second Reading: July 23, 2018
Public Hearing:
Third Reading:

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

BEAUFORT COUNTY, SOUTH CAROLINA

and

PROJECT MCCLELLAN

Dated as of _____, 2018

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement” dated as of _____, 2018, by and between BEAUFORT COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and a company identified for the time being as PROJECT MCCLELLAN, a _____ organized and existing under the laws of the State of _____ acting for itself, one or more affiliates, and/or other project sponsors (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and by incorporation, Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company is considering the establishment of certain facilities to be operated primarily for the production of electricity from solar energy at one or more locations in the County (the “Project”), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$100,000,000 in the Project by the end of the Compliance Period (as defined herein) as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on

[_____] , 2018 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits, all with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. _____ enacted by the County Council on [_____] , 2018, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project, and authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company, Sponsor, or other Sponsor Affiliate required to pay such expenses hereunder, an itemized statement of all expenses incurred.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or by any partner,

shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. The Company shall, to the extent not identified herein, notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other entity intend to extend the benefits of the Negotiated FILOT to property owned by any such other entity pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. **[As of the date of the original execution and delivery of this Agreement, the only Co-Investor is the Company.]**

“*Company*” shall mean a company identified for the time being as Project McClellan, a _____ organized and existing under the laws of the State of _____, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, [20__], and, in such event, the Compliance Period will end on December 31, [20__].

“*County*” shall mean Beaufort County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*County Business License Fee Ordinance*” shall mean Section 18-46 et. seq. of the Code of Ordinances of the County or any County ordinance which succeeds, supersedes, or replaces

such County business license fee ordinance or any successor thereto, as may be amended, modified, or supplemented from time to time.

“*County Council*” shall mean the governing body of the County and its successors.

“*Credit Eligible Entity*” shall have the meaning specified in **Section 3.02(a)** hereof.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor thereof.

“*Development Agreement*” shall mean that Project McClellan Development Agreement by and between Project McClellan and Beaufort County, South Carolina effective [_____], 20__, and recorded on _____, 20__, in the Office of the Register of Deeds for Beaufort County in Book __, Page __, as amended from time to time.

“*Differential Payment*” shall have the meaning specified in **Section 5.01(c)** hereof.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*Inducement Resolution*” shall have the meaning specified in the recitals of this Agreement.

“*Investment Period*” shall initially have the same meaning as the Compliance Period; provided that, to the extent permitted by the Negotiated FILOT Act, prior to the end of the Compliance Period, the Company or any other Sponsor or Sponsor Affiliate may request from the County an extension of up to five (5) years beyond the Compliance Period, which extension may be granted by the County, in its sole discretion, and provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, as determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, [20__], upon any such maximum extension, if granted by the County Council then in office, the Investment Period will end on December 31, [20__].

“*Land*” shall mean the land upon which the Project has been or will be acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project, within the period commencing on the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$100,000,000 (without regard to depreciation or other diminution in value).

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code.

“*Multi-County Park Agreement*” shall mean that certain Agreement for Development of a Joint County Industrial or Business Park (Project McClellan) by and between the County and Jasper County, South Carolina effective as of [_____] , 2018, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“*Negotiated FILOT Act*” shall mean Title 12, Chapter 44 of the Code.

“*Negotiated FILOT Property*” shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

“*Non-Qualifying Property*” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(d)(iii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land; (ii) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (iii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Co-Investors for use on or about the Land; and (iv) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the period commencing on **[January 1, 20__]** and ending at the end of the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on **[December 31]** of each year.

“*Released Property*” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the

Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“South Carolina Freedom of Information Act” shall mean Title 30, Chapter 4 of the Code.

“Special Source Act” shall mean Section 4-1-175 of the Code.

“Special Source Credits” shall mean the Tier 1 Special Source Credits and the Tier 2 Special Source Credits, collectively, as set forth in **Section 3.02** hereof.

“Special Source Improvements” shall mean to the extent paid for by the Company or any other Sponsor or Sponsor Affiliate, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and the machinery and equipment and other personal property comprising the Project, and any additions or improvements to any of the foregoing, whether paid for by the Company or any Sponsor or Sponsor Affiliate directly or through lease payments.

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. **[As of the original execution and delivery of the Agreement, the only Sponsor is the Company and there are no Sponsor Affiliates].**

“State” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Tier 1 Special Source Credits*” shall mean the special source revenue credits hereby granted herein by the County and described in **Section 3.02(a)** hereof.

“*Tier 2 Special Source Credits*” shall mean the special source revenue credits hereby granted herein by the County and described in **Section 3.02(b)** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

The County is a duly organized and validly existing body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has duly authorized (i) the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, and (ii) any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

On the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

The Company is a [_____] validly existing and in good standing under the laws of the State of [_____] and is authorized to do business in the State, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is **[December 31]** and the Company will notify the County of any changes in the fiscal year of the Company.

This Agreement has been duly authorized, executed and delivered on behalf of the Company. The authorization, execution, and delivery of this Agreement and the performance by the Company of its obligations hereunder will not, to the best knowledge of the Company, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the Company or its affairs, or any material agreement, mortgage, lease, or other instrument to which the Company is subject or by which it is bound, nor, to the best knowledge of the Company, any existing law or the provisions of the Constitution of the State.

The Company intends to operate the Project as facilities primarily for the production of electricity from solar energy at one or more locations in the County.

The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

As reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Company and each other Sponsor or Sponsor Affiliate (each, a “Credit Eligible Entity”) shall be entitled to receive, and the County shall provide, special source revenue credits against each Negotiated FILOT Payment due from each such Credit Eligible Entity with respect to the Project for the full term of the Negotiated FILOT in an amount equal to sixty percent (60%) of each such Negotiated FILOT Payment, commencing with the tax year for which the initial Negotiated FILOT payment is due hereunder with respect to the Project (the “Tier 1 Special Source Credits”). In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Sponsors and Sponsor Affiliates.

Notwithstanding the foregoing provisions of this **Section 3.02(a)**, in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, in calculating any Negotiated FILOT payment due with respect to all or any portion of the Project, to the extent not already fully depreciated as such purposes, is less than 5%, the above-described initial Special Source Credits percentage (60%) otherwise applicable against the Negotiated FILOT payment due with respect to such property shall be increased by an amount sufficient so that such net Negotiated FILOT payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (60%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act, in calculating any Negotiated FILOT payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is more than 5%, the above-described initial Special Source Credits percentage (60%) otherwise applicable against the Negotiated FILOT payment due with respect to such property shall be decreased by an amount sufficient so that such net Negotiated FILOT payment due after application of such decreased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (60%). In accordance with the Special Source Act, the

Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

[As further reimbursement for investment in Special Source Improvements, and in addition to the Tier 1 Special Source Credits, the County does hereby agree that each Credit Eligible Entity shall be entitled to receive, and the County shall provide, special source revenue credits against each net Negotiated FILOT Payment due with respect to the Project, after application of the Tier 1 Special Source Credits, for the full term of the Negotiated FILOT in an annual amount sufficient to fully offset any business license fees imposed by the County **[pursuant to the County Business License Fee Ordinance with respect to the Project in excess of the maximum fee set forth in Section 14(c) of the Development Agreement].**]

The Special Source Credits to which a Credit Eligible Facility is entitled for each tax year of the period set forth in **Section 3.02(a)** hereof shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity for each Negotiated FILOT Payment due from such Credit Eligible Entity with respect to each such tax year, by reducing the total original Negotiated FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year.

In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE NEGOTIATED FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

To the extent required by, and as set forth in, Section 4-29-68(A)(2)(ii) of the Code, if a Credit Eligible Entity claims Special Source Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the FILOT payments due from such Credit Eligible Entity on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

Section 3.03. Multi-County Park Designation. The County agrees to use its best efforts to designate the Project as part of a Multi-County Park, if not already so designated, and agrees to use its best efforts to maintain the Project within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the

State Constitution on terms which provide for all jobs created at the Project from [January 1, 20__] through the end of the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the provision by the County, and the receipt by the Company, of the Special Source Credits set forth in **Section 3.02** hereof.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request of the Company, the County agrees to use its commercially reasonable efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any such other Sponsor or Sponsor Affiliate, as the case may be, shall agree to accept title to the Project and to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be, upon terms and conditions mutually agreeable to the County and the Company. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall

have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on **[December 31, 20__]**.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Project by any and all other Co-Investors shall together with investment by the Company, count toward all investment requirements, thresholds, and levels set forth in this Agreement, including, without limitation, the Minimum Contractual Investment Requirement and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Co-Investor filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

Subject to the provisions of **Sections 4.05** and **6.01** hereof, each of the Company and any other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and each of the Company and any other Co-Investor shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all in its sole discretion.

The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such other Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when the Company or any other Co-Investor, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such entity may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part, in its sole discretion.

Each of the Company and any other Co-Investor may, at any time and in its sole discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project, all as permitted herein, the Company or such Co-Investor shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to such **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Failure to Satisfy Minimum Contractual Investment Requirement. If the Minimum Contractual Investment Requirement is not satisfied by the end of the Compliance Period, each of the following subsections (a) – (c) shall apply:

The Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible for the alternate payment method Negotiated FILOT described in **Section 5.01(b)(iii)** hereof and Section 12-44-50(A)(3) of the Negotiated FILOT Act, in the event that the \$45,000,000 investment requirement set forth therein is satisfied, or a standard method Negotiated FILOT under Section 12-44-50(A)(1) of the Negotiated FILOT Act and the factors set forth in **Section 5.01(b)(ii)** hereof, in the event that the investment requirement of Section 12-44-50(A)(3) of the Negotiated FILOT Act is not satisfied, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period.

Each Credit Eligible Entity shall, to the extent required by the below provisions of this **Section 4.02(b)**, reimburse the County for any Tier 1 Special Source Credits previously received, or to be received (upon actual receipt), by such Credit Eligible Entity for each tax year for which such Credit Eligible Entity is entitled to receive Tier 1 Special Source Credits under **Section 3.02(a)** hereof (*i.e.*, each tax year for which a Negotiated FILOT Payment has been, or will be, due to be paid without penalty with respect to the Project on or before the January 15 immediately following the end of the Compliance Period) (collectively, the “Compliance Period Tier 1 Special Source Credits”), taking into account the highest level of aggregate investment in the Project (without regard to depreciation or other diminution in value) within the Compliance Period at any time during the Compliance Period (the “Actual Project Investment”), as compared to the Minimum Contractual Investment Requirement, all as further detailed and illustrated in the formula and examples set forth below:

Formula:

1.
$$\frac{\text{Actual Project Investment}}{\$100,000,000} = \text{Investment Satisfaction Percentage [ISP]}$$
2.
$$100\% - \text{ISP} = \text{Investment Satisfaction Shortfall [ISS]}$$
3. In the event that determination of the Investment Satisfaction Shortfall results in a positive percentage figure, the Investment Satisfaction Shortfall shall be applied to the Compliance Period Tier 1 Special Source Credits received, or to be received (upon actual receipt), by each Credit Eligible Entity as set forth above to determine reimbursement amounts due to the County, if any, from each such Credit Eligible Entity. Any such amounts shall be due to be paid by a Credit Eligible Entity on or before the date by which such Credit Eligible Entity is required, under applicable law, to make its Negotiated FILOT Payment due with respect to the Project for the tax year corresponding to the final Property Tax Year of the Compliance Period (*i.e.*, the Negotiated FILOT Payment due with respect

to Project property placed in service as of the end of the final Property Tax Year within the Compliance Period).

Each Credit Eligible Entity shall continue to be eligible for Tier 1 Special Source Credits against each Negotiated FILOT Payment due from such Credit Eligible Entity with respect to the Project for the remaining tax years of the period set forth in **Section 3.02(a)** hereof; provided, however, in the event that determination of the Investment Satisfaction Factor pursuant to **Section 4.02(b)** hereof results in a positive percentage figure, the initial total Tier 1 Special Source Credits amount set forth in **Section 3.02(a)** hereof shall be reduced for the remaining such tax years by the percentage equal to such Investment Satisfaction Shortfall.

Section 4.03. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company or such other Sponsor or Sponsor Affiliate, as the case may be, promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, except as may be set forth in the Development Agreement with respect to the Project, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Development Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed [\$_____].

Section 4.04. Use of Project for Lawful Activities. Subject to the applicable terms of the Development Agreement, during the Term of this Agreement, the Company and each other Co-Investor may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior written consent or subsequent ratification otherwise, which consent or ratification may be provided by the County in its sole discretion, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and

existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement and the Development Agreement on the part of the Company to be performed or observed with respect to the Project; and

immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports. (a) The Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply

with all reporting requirements applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(i) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(ii) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(iii) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(b) The Company acknowledges that the County is subject to the provisions of the South Carolina Freedom of Information Act. The County acknowledges that information the Company may hereafter provide to the County and which is clearly identified as "confidential and proprietary" ("Additional Information") may be deemed by the Company to be confidential and proprietary. To the extent that the Company identifies information in this Agreement or any of the attachments hereto or any Additional Information that it considers to be confidential or proprietary, the County agrees to maintain the confidentiality of such information and will, to the extent permitted by law (including, specifically, the South Carolina Freedom of Information Act), decline to honor any request for release of the information so designated to persons other than the Company and its designated officers and representatives. In the event that the County is required by law to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with as much prompt advance notice of such requirement as reasonably possible before making such disclosure. In the event an action at law or equity is brought against the County to require the disclosure of any Additional Information that the Company identified as confidential or proprietary, the County reserves the right to include the Company in such action, and the Company hereby agrees, only

to the extent that it has communicated to the County its desire that such disclosure not be made, to bear the reasonable costs associated with defending the County in such action, including payment of any judgment against the County for attorneys' fees or other liabilities related to such action. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.07. Funding for Special Source Improvements. The Company and any other Sponsors or Sponsor Affiliates shall provide, or cause the provision of, funding for the Special Source Improvements related to the Project.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on **[January 15, 20__]**. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, (if such consent is required pursuant to **Section 6.02** hereof), the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the

Investment Period is extended as set forth in the definition of Investment Period contained in **Section 1.01** hereof, up to an aggregate of forty (40) years.

The Negotiated FILOT shall be determined using (1) a fixed assessment ratio of 6%; (2) the lowest millage rate or rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which (i) the parties believe to be, with respect to all Negotiated FILOT Property comprised of, or located on, the Land, the millage rate or rates as set forth in **Exhibit A** attached hereto, (ii) based on the property comprising the Land as of the original execution and delivery of this Agreement, and which the parties believe to be **[243.54]** mills with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and (iii) shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT.

As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the Negotiated FILOT Act, the County hereby approves the Company's request to calculate the Negotiated FILOT payments due with respect to the Project based on an alternative payment method yielding over the thirty-year Negotiated FILOT payment period for each annual increment of investment in the Project, a payment stream which has the same net present value as the payment stream which would be generated using the standard negotiated FILOT calculation provided under Section 12-44-50(A)(1) of the Negotiated FILOT Act and the factors set forth in **Sections 5.01(b)(i)** and **5.01(b)(ii)** hereof. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Agreement is executed, which the parties believe to be **[_____]**%. If no yield is available for the month in which this Agreement is executed, the last published yield for the appropriate maturity available must be used. If there are no bonds of appropriate maturity available, bonds of different maturities may be averaged to obtain the appropriate maturity.

All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

The Negotiated FILOT Payments are to be recalculated:

to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(d)(ii)** hereof, by the amount applicable to the Released Property;

to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project;
or

to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(d)(iii)**;

provided, however, that, notwithstanding the foregoing provisions of **Section 5.01(c)** hereof, if any part of the Negotiated FILOT Property is disposed of, released or converted to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, by the Company or any other Sponsor or Sponsor Affiliate, then such Company or any such other Sponsor or Sponsor Affiliate shall pay to the County an amount equal to the difference, to that point in time, between what such entity would have paid to the County using the standard Negotiated FILOT calculation described in Section 12-44-50(A)(1) of the Negotiated FILOT Act and the factors set forth in **Section 5.01(b)(ii)** hereof and the amount actually paid using the alternative payment method Negotiated FILOT described in **Section 5.01(b)(iii)** hereof (a "Differential Payment"), after taking into account the Special Source Credits that would have applied, or did apply, to each such payment, as the case may be. Such Differential Payment will be made and included by such owing entity with the next FILOT payment due to the County.

Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject

to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property

The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the

case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

In the event that either the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period as to any Sponsor or Sponsor Affiliate then all Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable to the County with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

If the Minimum Contractual Investment Requirement is not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period, the Company and each other Sponsor or Sponsor Affiliate shall, subject to the provisions of **Section 5.01(f)(iv)** hereof, continue to be eligible to take advantage of the Negotiated FILOT described in **Section 5.01** hereof, but the County shall have the rights specified in **Section 4.02** hereof with respect to the Special Source Credits.

In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT Payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

In the event that investment in the Project by the Company, all other Sponsors and Sponsor Affiliates and, to the extent permitted by the Negotiated FILOT Act, all other Co-Investors does not satisfy the \$45,000,000 investment requirement set forth in Section 12-44-50(A)(3) of the Negotiated FILOT Act, but nevertheless satisfies the Minimum Statutory Investment Requirement, then the Negotiated FILOT Payments shall revert retroactively and prospectively to the amounts due under the standard method Negotiated FILOT under Section 12-44-50(A)(1) of the Negotiated FILOT Act and the factors set forth in **Sections 5.01(b)(i)** and **5.01(b)(ii)** hereof, and then the Company and each other Sponsor or Sponsor Affiliate shall pay to the County a Differential Payment with respect to the Project as described in **Section 5.01(c)** hereof.

In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land which is subject to *ad valorem* taxes, or the Negotiated FILOT, in the County, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under **Section 5.01(e)** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days after receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or is leasing all or a portion of the Project in question from the Company or any other Sponsor or Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action or proceedings of the County, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate

or an Affiliate of the Company or any other Sponsor or Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby consents, the Company shall obtain the prior written consent or subsequent ratification of the County, which consent or subsequent ratification of the County may be provided by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(d)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or any such other Sponsor or Sponsor Affiliate (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or any such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the Company or any such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project by the end of the Compliance Period all investment by

such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project by the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained or as provided in the Act, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder; or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination.

Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, Differential Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

Notwithstanding anything herein to the contrary, termination of this Agreement with respect to all, or any portion of, the Project shall not result in the termination of the Development Agreement with respect to such Project property, except as may be set forth in the Development Agreement.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the “Defaulting Entity”) but only with respect to such Defaulting Entity’s rights, duties, and obligations contained herein:

if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02** and **5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default by the Company or any other Sponsor or Sponsor Affiliate, the following remedies may be exercised by the County only as to the Defaulting Entity:

the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available

by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Although the parties hereto acknowledge that the Negotiated FILOT Property is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise any remedies provided by general law (Title 12, Chapters 49 and 51 of the Code or any other statutory provision for tax collection of property taxes (the “Tax Statute”)) relating to the enforced collection of taxes, including an Event of Default under **Section 8.01(a)** hereof pertaining to the failure to make Negotiated FILOT Payments. The Company expressly acknowledges that in the event of its failure to make the required Negotiated FILOT Payments, that the County is only required to give notice thereof in accordance with the Tax Statute, and that no further notice is required hereunder in order to enforce the remedies set forth in this paragraph.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliate hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Beaufort County
Attn: County Administrator
PO Box 1228
Beaufort, South Carolina 29901
Phone: (843) 255-2026

(b) with a copy (which shall not constitute notice) to:

Beaufort County Attorney
PO Box 1228
Beaufort, South Carolina 29901
Phone: [(843)255-2055]

(c) As to the Company:

Project McClellan
c/o [_____]]
Attention: **[insert name]**
[insert street address]
[insert city, state and zip code]
Phone: [(____) ____ - ____]

(d) with a copy (which shall not constitute notice) to:

Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202

Phone: (803) 771-8900

Fax: (803) 253-8277

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the County Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Disparity or Ambiguity with Inducement Resolution. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Agreement the terms and provisions of this Agreement shall control.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

BEAUFORT COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: _____
Thomas J. Keaveny, II County Attorney
Beaufort County, South Carolina

Witnesses

PROJECT MCCLELLAN

By: _____
Name: _____
Its: Authorized Representative

EXHIBIT A
LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

Applicable Negotiated FILOT Millage Rate: **[243.54]** mills

ORDINANCE NO. 2018/___
(PROJECT MCCLELLAN MULTI-COUNTY PARK)

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN BEAUFORT COUNTY AND TO INCLUDE THE BELOW MENTIONED PROPERTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Ordinance - Signature page to follow]

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading: June 11, 2018
Second Reading: July 23, 2018
Public Hearing:
Third Reading:

EXHIBIT A
(PROPERTY DESCRIPTION)

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

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

RECITALS

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

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

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

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

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

3. **Location of the Park.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Agreement – Execution Page to Follow]

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: _____
Thomas J. Keaveny II, County Attorney
Beaufort County, South Carolina

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

Exhibit A (Beaufort)

PARK PROPERTY

[TO BE INSERTED]

The remainder of this page intentionally left blank.

Exhibit B (Jasper)

JASPER COUNTY PROPERTY

None.

The remainder of this page intentionally left blank.

2018 / __

MAP AMENDMENT TO THE BEAUFORT COUNTY COMPREHENSIVE PLAN,
CHAPTER 4: FUTURE LAND USE MAP 4-9 TO: REMOVE THE HAMLET PLACE TYPE
ON THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE BRIDGE TO
HILTON HEAD ISLAND

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Comprehensive Plan of Beaufort County, South Carolina. The map is attached hereto and incorporated herein.

Adopted this ___ day of ____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

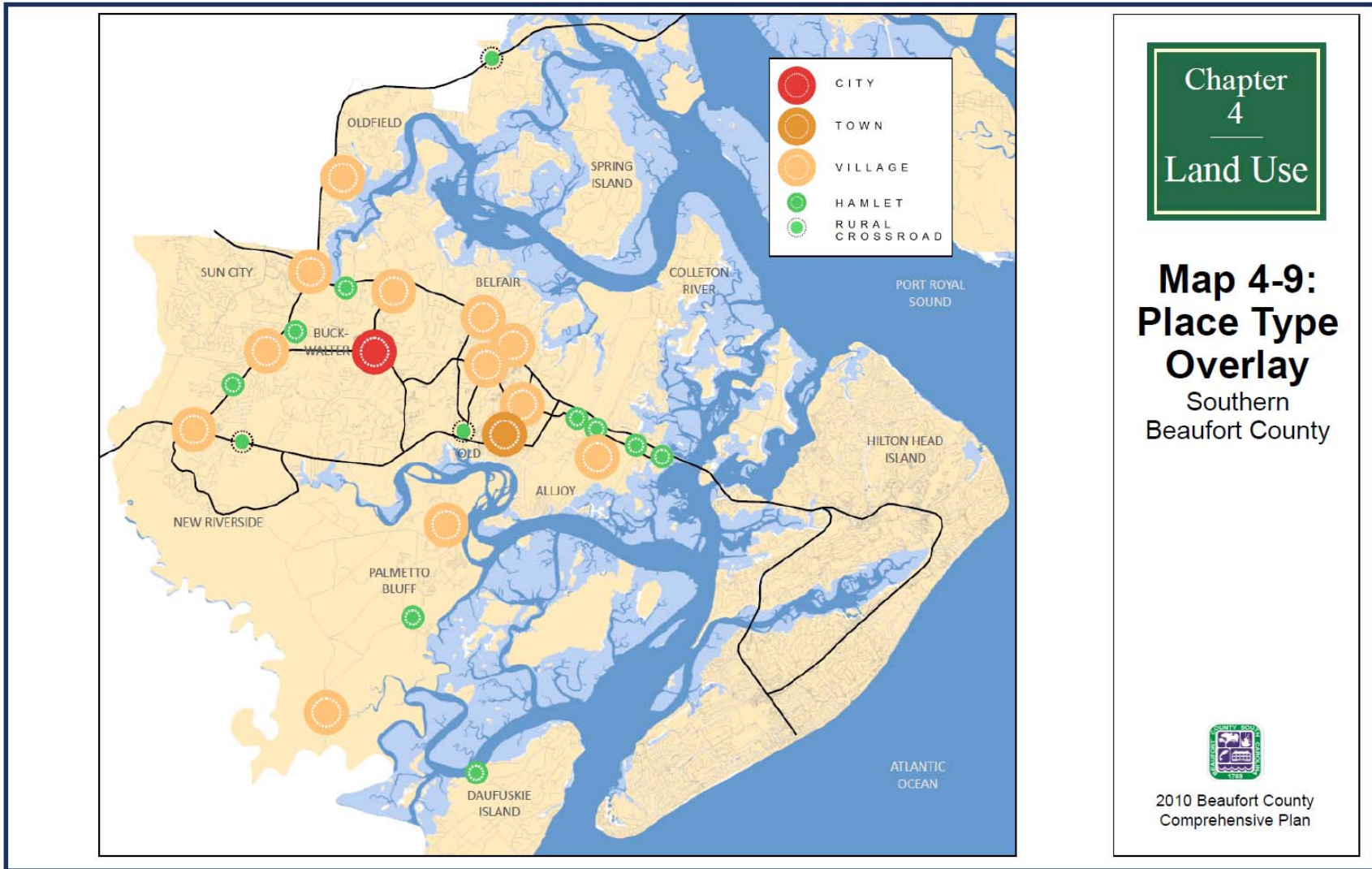
Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

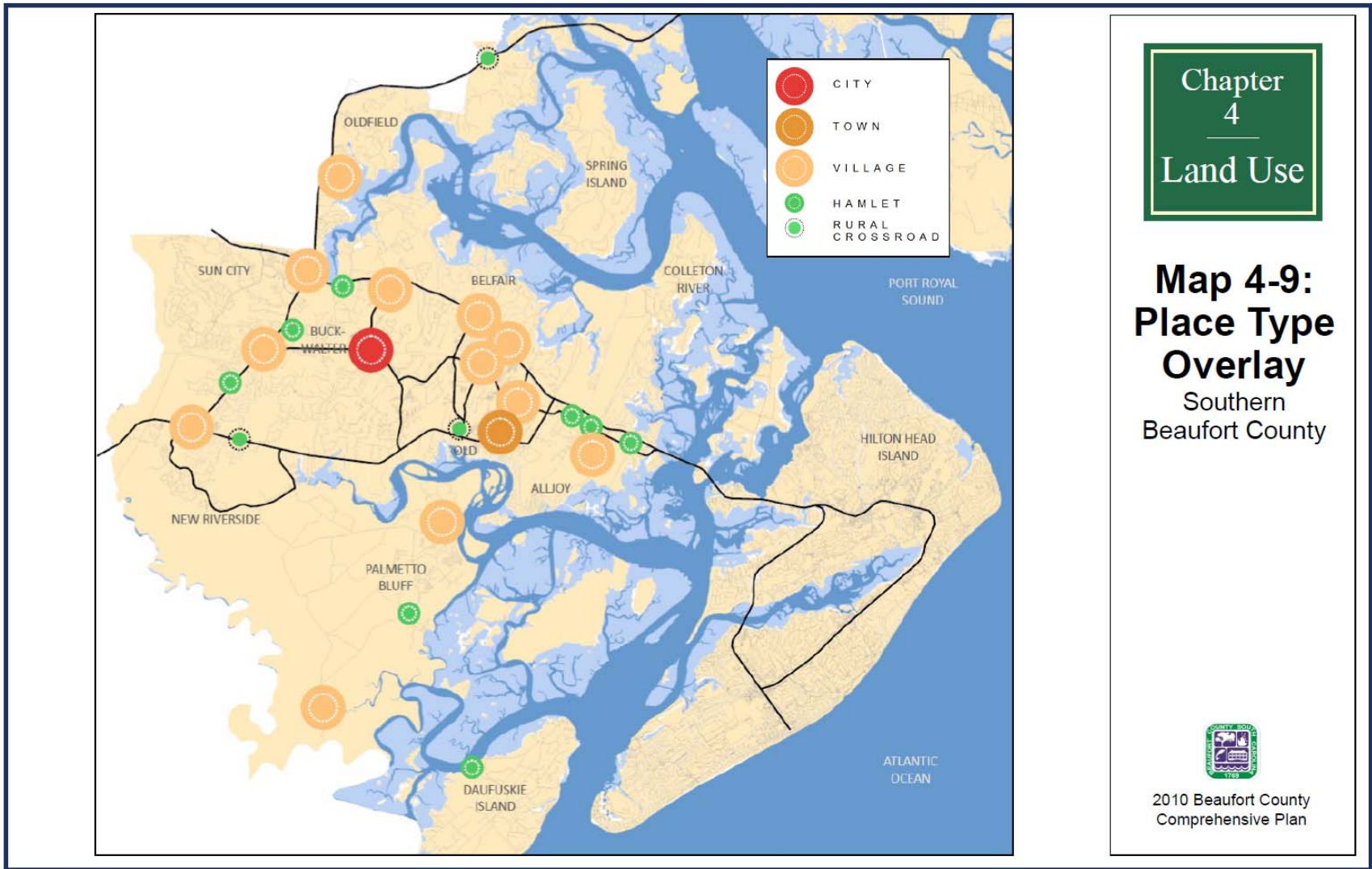
Connie L. Schroyer, Clerk to Council

First Reading: June 25, 2018
Second Reading: July 23, 2018
Public Hearing:
Third and Final Reading:

Existing Map



Proposed Map



2018 / __

AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE,
PREAMBLE, DIVISION P.20, PAGES P10 AND P-11 TO REMOVE THE HAMLET PLACE
TYPE FROM THE BUCKINGHAM LANDING COMMUNITY AT THE FOOT OF THE
BRIDGE TO HILTON HEAD ISLAND

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby
amends the Community Development Code of Beaufort County, South Carolina. The pages are
attached hereto and incorporated herein.

Adopted this ___ day of ____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

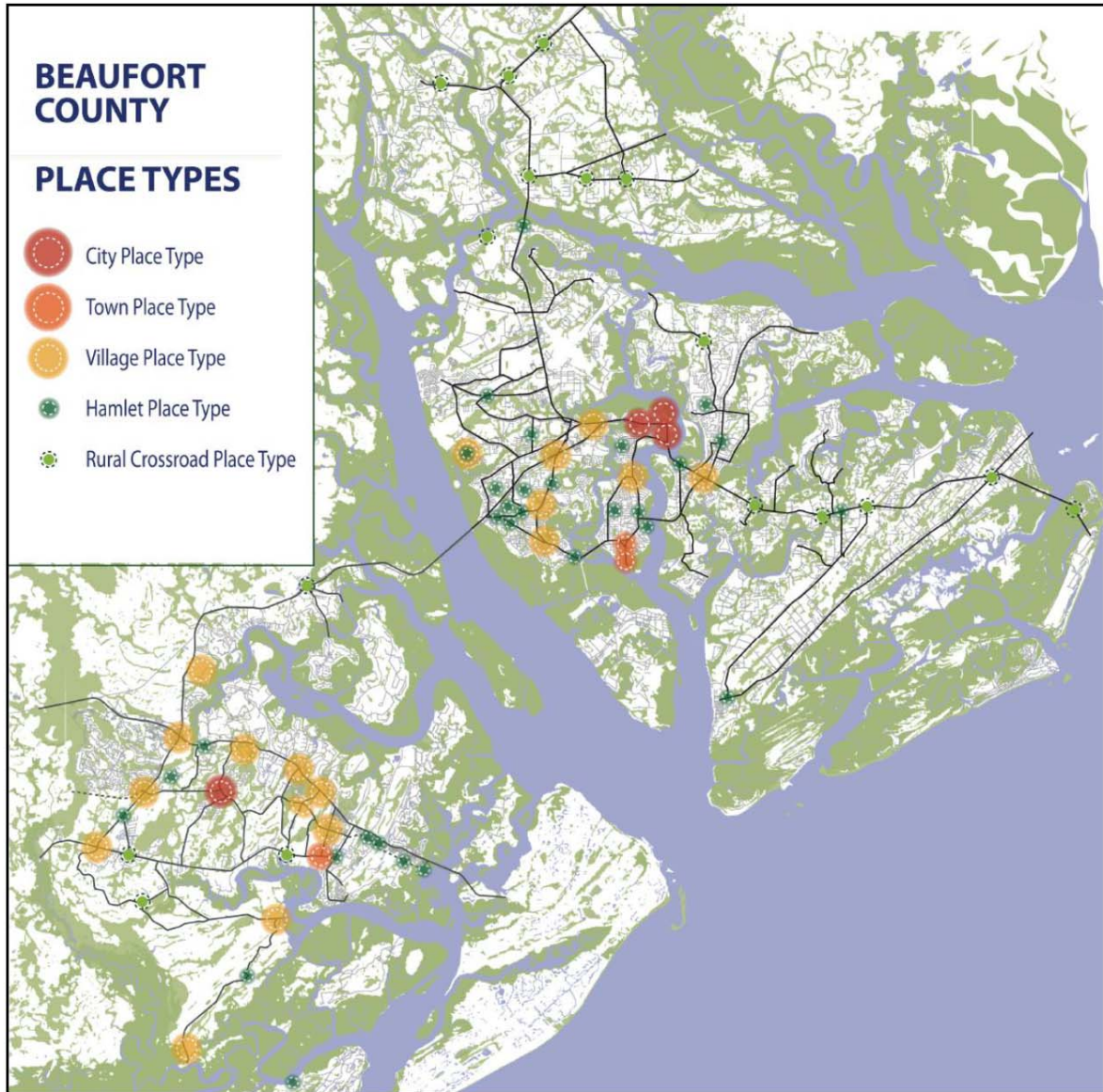
APPROVED AS TO FORM:

Thomas J. Keaveny, II
Interim County Administrator
Beaufort County Attorney

ATTEST:

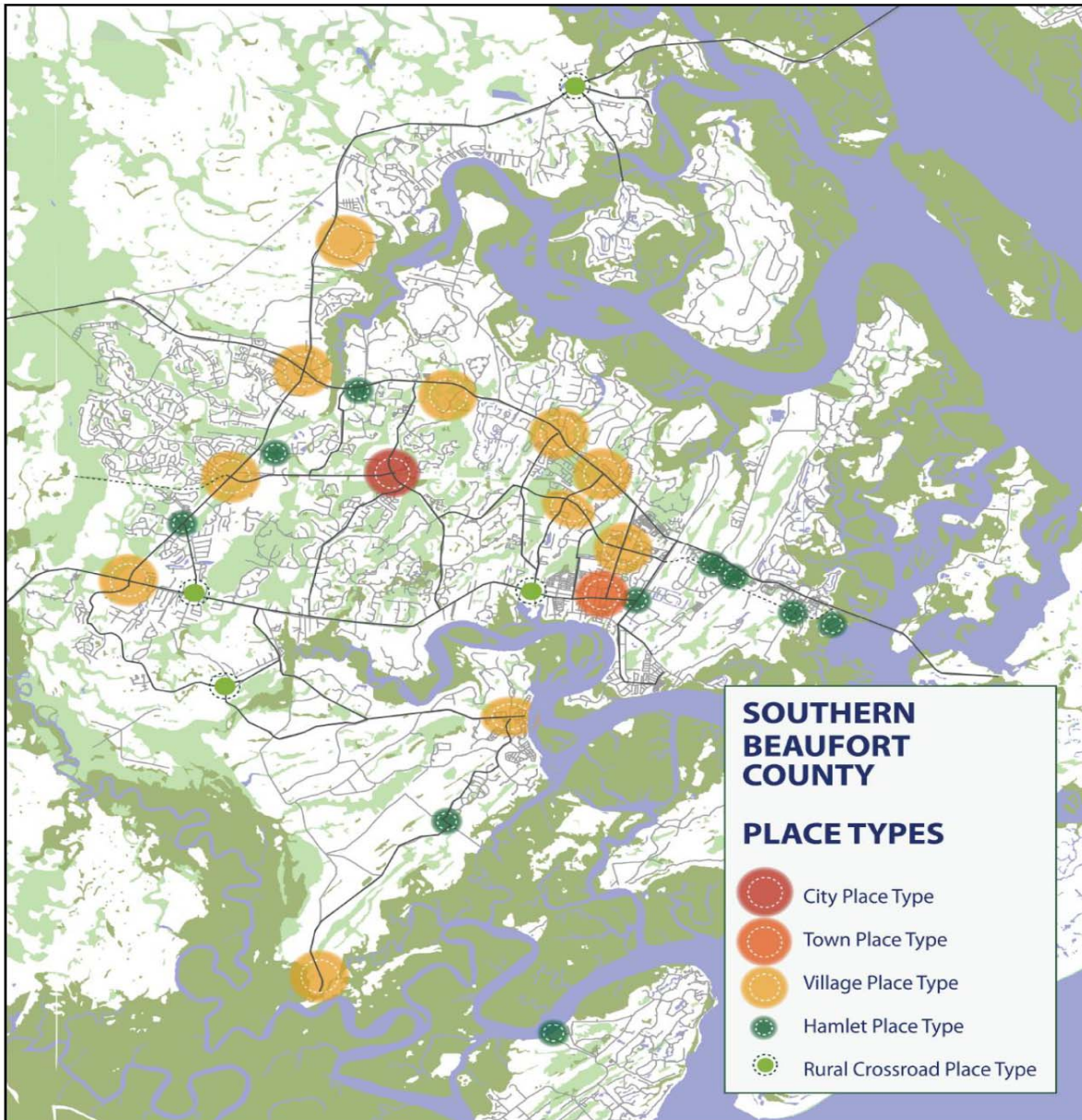
Connie L. Schroyer, Clerk to Council

First Reading: June 25, 2018
Second Reading: July 23, 2018
Public Hearing:
Third and Final Reading:

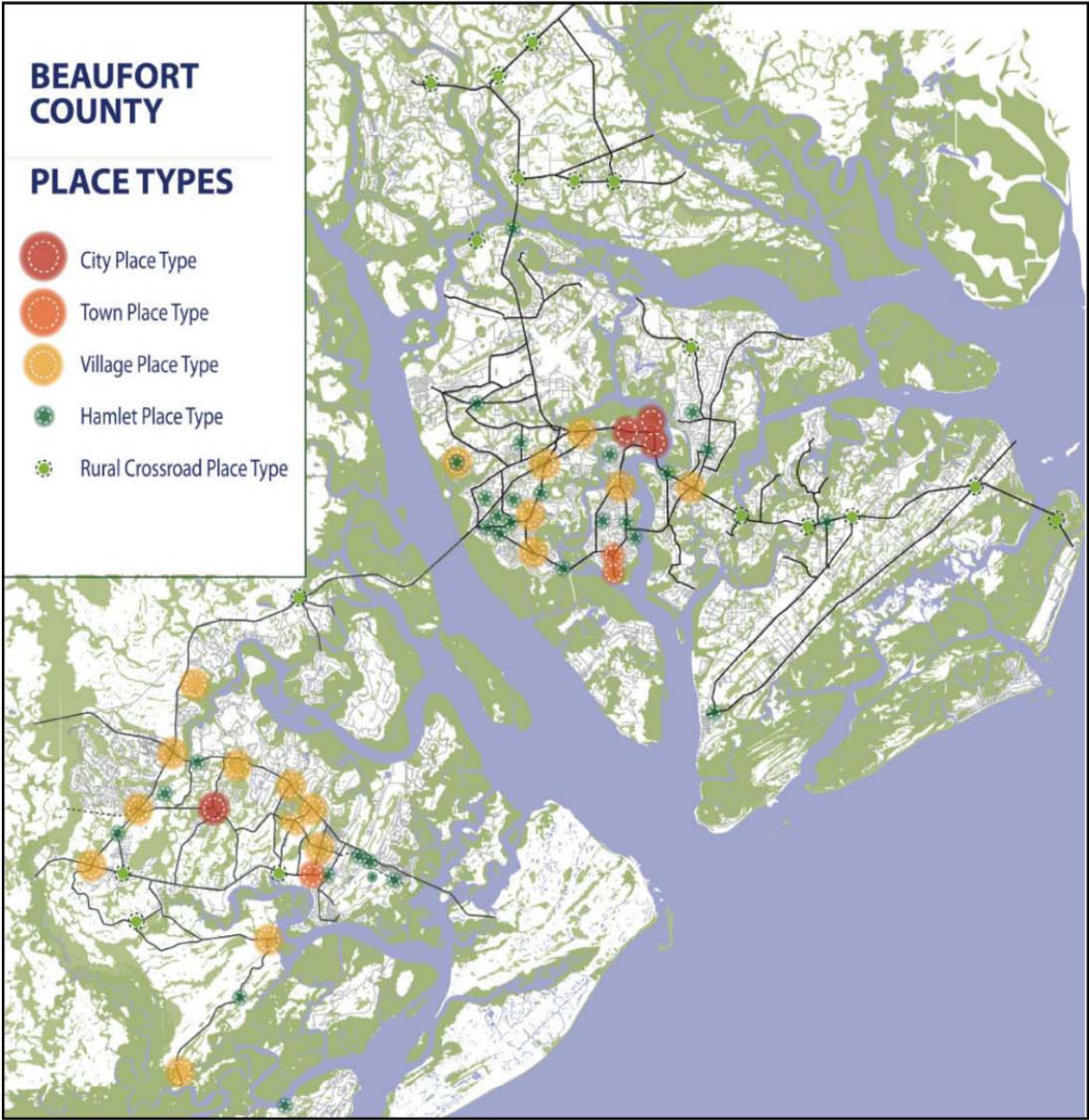


Places in Beaufort County

Existing Page P-10

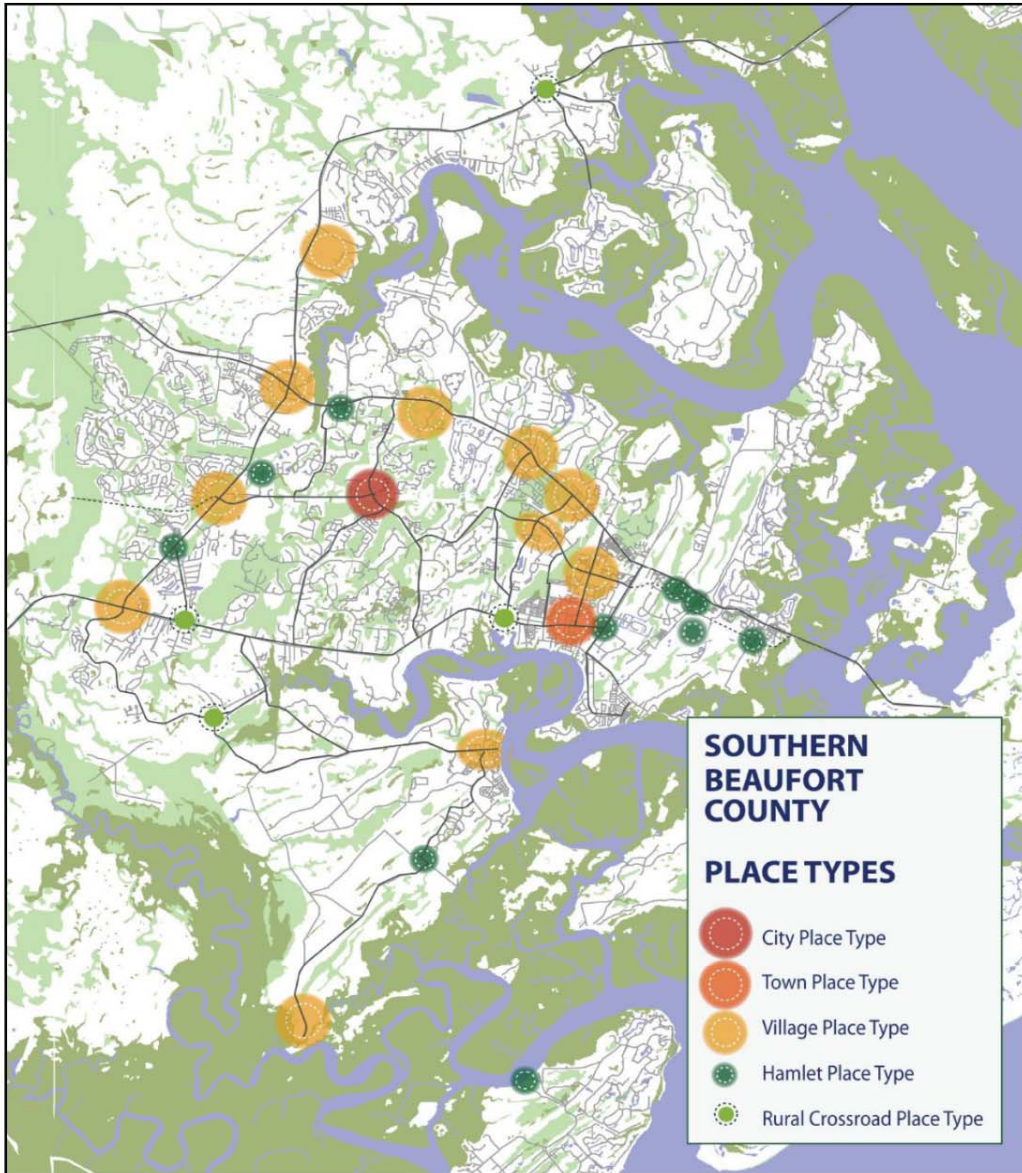


Existing Page P-11



Places in Beaufort County

Proposed Page P-10



Proposed Page P-11

**SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY BOND ISSUE FOR
PALMETTO GOODWILL**

The proceeds of this South Carolina Jobs-Economic Development Authority (“JEDA”) bond in an aggregate principal amount of not exceeding \$20,000,000, will be used to (a) refinance up to eight existing Palmetto Goodwill facilities (including land, real property, improvements, furnishings, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas (collectively, the “Project”) and (b) finance all or a portion of the costs associated with the issuance of the Bond.

Goodwill and JEDA are requesting that the County, pursuant to JEDA’s enabling legislation and federal tax law (1) hold a public hearing relating to JEDA’s issuance of bonds on behalf of Goodwill for the above-described Project and (2) adopt a resolution in support of the issuance of such bonds and the facility located in the County.

The issuer of the bonds is JEDA, and a county’s sole role is to hold a public hearing and adopt a support resolution. There is no impact on a county’s general obligation debt capacity, and no pecuniary liability for a county. There is no impact on any political subdivision’s millage.

Representatives from Goodwill and Haynsworth Sinkler Boyd, P.A., which is serving as bond counsel, will attend the County Council meeting to answer any questions.

Notice of the requested public hearing will be published in a newspaper of general circulation at least 15 days prior to the public hearing.

ACTION REQUESTED OF COUNCIL

Hold a public hearing and approve a support resolution.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the “*Issuer*”) and Beaufort County Council on Monday, August 27, 2018 at 6:00 p.m. in County Council Chambers located in the Administration Building at 100 Ribaut Road, Beaufort, South Carolina, in connection with the issuance by the Issuer of its revenue bonds (the “*Bonds*”) in the principal amount not to exceed \$20,000,000. The proceeds of the Bonds will be loaned by the Issuer to Palmetto Goodwill, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Borrower*”), to provide the Borrower with a portion of the funds needed to defray the costs of (1) refinancing the acquisition of the following facilities (including without limitation furniture, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas: (i) approximately 2 acres of land and an approximately 17,277 square foot facility located thereon (the “*Georgetown Facility*”), (ii) approximately 1.97 acres of land and an approximately 12,000 square foot facility located thereon (the “*Murrells Inlet Facility*”); (iii) approximately 2 acres of land and an approximately 25,000 square foot facility located thereon (the “*Little River Facility*”); (iv) approximately 1.69 acres of land at and an approximately 16,500 square foot facility located thereon (the “*Beaufort Facility*”); (v) approximately 3.082 acres of land and an approximately 15,000 square foot facility located thereon (the “*Walterboro Facility*”); (vi) approximately 2.01 acres of land and an approximately 15,000 square foot facility located thereon (the “*Moncks Corner Facility*”); (vii) approximately 2.074 of land and an approximately 12,492 square foot facility located thereon (the “*Ashley Phosphate Facility*”); and (viii) approximately 2.619 acres of land and an approximately 18,470 square foot facility located thereon (the “*Summerville Facility*”)(collectively, the “*Project*”); and (2) paying certain fees and expenses incurred in connection with the issuance of the Bonds. The Project will be owned and operated by the Borrower. The location and expected amount of the proceeds of the Bonds to be used for each such facility is set forth below.

<u>Facility</u>	<u>Address</u>	<u>Not to Exceed Bond Amount</u>
Georgetown Facility	1520 High Market St, Georgetown, SC 29440	\$1,928,588
Murrells Inlet Facility	3655 Old Kings Highway, Murrells Inlet, SC 29576	\$3,341,903
Little River Facility	2321 Hwy 9 East, Long, SC 29568	\$3,489,125
Beaufort Facility	137 Parris Island Gateway, Beaufort, SC 29906	\$2,128,867
Walterboro Facility	112 Robertson Blvd, Walterboro, SC 29488	\$2,384,971
Moncks Corner Facility	485 N. Hwy 52, Moncks Corner, SC 29461	\$2,649,254
Ashley Phosphate Facility	4900 Ashley Phosphate Rd, North Charleston, SC 29420	\$2,649,254
Summerville Facility	222 Old Trolley Road, Summerville, SC 29483	\$1,428,038

The Bonds do not represent an indebtedness or a general obligation of the State of South Carolina, the Issuer, Beaufort County or any other political subdivision of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of such political subdivision or a charge against its general credit or taxing powers.

The public is invited to attend the hearing at the address set forth above to express their comments orally and/or submit written comments on the issuance of the Bonds and the financing of the Project to the South Carolina Jobs-Economic Development Authority at 1201 Main Street, Suite 1600, Columbia, South Carolina 29201, and to the Beaufort County Council at 100 Ribaut Road, Room 150, Beaufort, South Carolina 29902.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY
Executive Director

BEAUFORT COUNTY, SOUTH CAROLINA
Clerk to County Council