



BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BOARD AGENDA

Wednesday, June 8, 2016

2:00 p.m.

Executive Conference Room, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort, South Carolina 843.255.2805

In accordance with South Carolina Code of Laws, 1976, as amended, Section 30-4-80(d), all local media was duly notified of the time, date, place and agenda of this meeting.

- 1. CALL TO ORDER 2:00 p.m.
 - A. Approval of Agenda
 - B. Approval of Minutes April 27, 2016 (backup)
- 2. INTRODUCTIONS
- 3. PUBLIC COMMENT
- 4. REPORTS
 - A. Utility Update Eric Larson, P.E. (backup)
 - B. Monitoring Update Eric Larson, P.E. (backup)
 - C. Stormwater Implementation Committee Report Eric Larson, P.E. (backup)
 - D. Stormwater Related Projects Eric Larson, P.E. (backup)
 - E. Upcoming Professional Contracts Report Eric Larson, P.E. (backup)
 - F. Regional Coordination Eric Larson, P.E. (backup)
 - G. Municipal Reports Eric Larson, P.E. (backup)
 - H. MS4 Update Rebecca Baker (backup)
 - I. Maintenance Projects Report David Wilhelm (backup)

5. UNFINISHED BUSINESS

A. Rate Study Final Report/Update on Municipalities

6. NEW BUSINESS

- A. Extent of Service (EOS) and Limit of Service (LOS) Updates Eric Larson (backup)
- B. Intergovernmental Agreements (IGA) Revisions Eric Larson (backup)
- C. Public Education Fiscal Year 2017 (FY17) Contract Eric Larson (backup)
- D. Tax Run and Billing Assistance Tax Year 2016 (TY16) Contract Eric Larson (backup)
- E. Cost Share Memorandums of Agreement (MOA) for Fiscal Year 2017 (FY17) Eric Larson (backup)
- F. Announcement of Public Meeting for Management Plan Update, Best Management Practices (BMP) Manual, and Stormwater Ordinance Revision Eric Larson (backup)
- G. Draft BMP Manual and Stormwater Ordinance Revision Rebecca Baker and Eric Larson
- 7. PUBLIC COMMENT
- 8. NEXT MEETING AGENDA
 - A. August 10, 2016 (backup)
- 9. ADJOURNMENT



Beaufort County Stormwater Management Utility Board (SWMU Board) Meeting Minutes

April 27, 2016 at 2:00 p.m. in Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina Draft Minutes 05102016

Board Members

Ex-Officio Members

| Present | Absent | Present | Absent |
|-------------------|------------------|---------------|---------------|
| Don Smith | Patrick Mitchell | Kim Jones | Scott Liggett |
| Allyn Schneider | | Andy Kinghorn | |
| James Fargher | | Van Willis | |
| Marc Feinberg | | | |
| William Bruggeman | | | |
| Larry Meisner | | | |

Beaufort County Staff

Eric Larson
David Wilhelm
Ezekiel Miller
Chad Stanley
Rebecca Baker
Carolyn Wallace
Chanel Lewis
Patricia Wilson

Visitors

Denise Parsick, Bft. Soil & Water Conservation Dist.
Tony Maglione, Applied Technology & Mgt.
Alan Warren, USCB
Reed Armstrong, Coastal Conservation League
Rachel Jones, Port Royal Sound Foundation
Steve Andrews, Andrews Engineering
Neil Desai, City of Beaufort Stormwater Manager
William McBride, Beaufort County Council Dist. 3
Gerald Dawson, Beaufort County Council Dist. 1

- 1. Meeting called to order Don Smith
 - **A.** Agenda Approved
 - **B.** March 23, 2016 Minutes Approved.
- **2. Introductions** Completed.
- **3. Public Comment(s)** None.
- **4. Reports** Mr. Eric Larson, Mr. David Wilhelm, and Mrs. Rebecca Baker provided a written report which is included in the posted agenda and can be accessed at: http://www.bcgov.net/departments/Administrative/beaufort-county-council/boards-and-commissions/council-appointed/board-list/stormwater-management-utility-board/agendas/2016/042716.pdf
 - A. Utility Update Eric Larson

Credit Manual Update – Mr. Eric Larson updated the board that Beaufort County Council did approve the Credit Manual on Monday, April 25th. Mr. Larson has forwarded the approved Credit Manual to the municipalities so their councils can take similar actions.

B. **Monitoring Update** – Eric Larson

Lab Update – Dr. Alan Warren reported that SCDHEC typically certifies Assays and then gives a two to three year grace period before coming back on site to re-certify. SCDHEC re-evaluated the Lab after only one year. Dr. Warren was pleased with the lab's results and doesn't anticipate any problems with certifications.

C. Stormwater Implementation Committee (SWIC) Report – Eric Larson

SWIC Meeting March 14, 2016 – Mr. Larson stated that the focus of the meeting was on public education programs, updating the website and selection of a possible mascot. Mr. Larson also mentioned that different subcommittees were formed.

D. Stormwater Related Projects – Eric Larson

Okatie West / SC 170 Widening Retrofit Land Purchase – Mr. Larson reported that the project is deep into the design stage. A 319 grant required public education meeting is being scheduled to be held in Sun City sometime in late May or early June.

Salem Drive East – Mr. Larson informed the board that the neighborhood has had a prolonged drainage problem. Utility staff and a Council member met with the residents to explain the easement request and answer questions.

Huspah Court South Ditch Easement – Mr. Don Smith commented that this project has been ongoing and he questioned if the issue would be resolved. Mr. Larson replied that negotiations are in the final stage and could result in going forward with the project or cancelling the project.

US 278 Retrofit Ponds (356,000 Budget) - Mr. Smith commented that the design and construction of the ponds look good and he gave Ezekiel Miller and his crew credit for a job well done.

E. **Professional Contracts Report** – Eric Larson

Mr. Larson said that he has three projects listed and there is nothing new to report.

F. Regional Coordination - Eric Larson

Mr. Larson stated that three projects are listed and the Factory Creek Watershed Regional Detention Basin Phase I and Phase II contracts have not been signed yet.

G. Municipal Reports

Town of Hilton Head Island –Mr. Larson informed the board that Bryan McIlwee will give a report on a massive inventory project that the Town completed on Hilton Head Island at a future meeting.

Town of Bluffton – Mrs. Kim Jones informed the board that Jeremy Ritchie has resigned from his position and she is the new representative from the Town of Bluffton. Mrs. Jones reported that the Town celebrated its 16th annual May River Cleanup and over 300 volunteers with representatives from Earth Day and Neighbors for Clean Water participated. Recycling

receptacles provided for a zero waste event. Over 100 Storm drain markers were placed within the old town region. Students from Mc Riley Elementary School constructed a floating wetland which was deployed into a local lagoon. Mrs. Beth Lewis with the Town of Bluffton headed up that project and the students were able to use water quality testing kits to check nitrogen and phosphorus uploading levels. Mr. Larry Meisner applauded the Town on their recycling efforts during this event and Mrs. Jones gave Mrs. Lewis the credit for initiating the recycling efforts.

City of Beaufort -

Battery Creek Pond Funded by an EPA 319 Grant (\$132,603 Budget) – Mr. Larson and others attended a preconstruction conference for the Batter Creek Pond project kick off. Mr. Larson stated that construction will start in June and Mr. Neil Desai said the grant has been extended to February 2017.

Hamar Street Project- City, County and SCDOT partnership project will start as soon as possible.

Mossy Oaks Area – Mr. Neil Desai reported that the City just completed cleaning out the drainage pipes in the Mossy Oaks neighborhood.

Town of Port Royal Island – The Town had nothing to report

H. Municipal Separate Storm Sewer System (MS4 Update) – Rebecca Baker

MS4 Update – Mrs. Rebecca Baker discussed a survey that will be used to determine a target market to meet the needs of the community. The survey will be available on the County Webpage in May. Mrs. Baker and Mr. Larson attended a MS4 group meeting in Charleston and one topic was Different Methods of Tracking Construction. The County is using MUNIS and Bluffton and Hilton Head Island are using Energov to track construction. Mrs. Baker reported that the Touch-A-Truck event in Bluffton had a great turn-out with about 300 kids attending. Sub Committees – Mrs. Baker discussed how the MS4 Subcommittee is working to make reporting efforts more uniform and focusing on the best MS4 reporting methods. The Monitoring Subcommittee is creating a GIS map showing monitoring stations for all municipalities. They will also work with DHEC to determine how to report monitoring results. The Public Education Subcommittee will focus on MS4 outreach and educational events. Staff Review Team – Mrs. Baker reported that 22 projects were reviewed and a couple of the big projects were Parkers off Highway 170 and St. Gregory Church Road and the parking lot off of Highway 278.

I. Maintenance Projects Report

Mr. David Wilhelm reported that Stormwater crews cleaned-out 1,380 feet of drainage channel pipe to drain towards the outfall. He also mentioned Gardener Drive where crews repaired a sinkhole where old RCP (Reinforced Concrete Pipe) fittings separated. A minor project Mr. Wilhelm discussed was Lady's Island Bush Hog Clearing where crews cleaned out about 5 miles of ditch. Bluffton projects mentioned were Sailors Choice and a sinkhole repair off Ann Smith Drive. Mr. Larry Meisner questioned a repair that was a Beaufort Jasper Water and Sewer Authority (BJWSA) responsibility and Mr. Wilhelm responded that stormwater crews were on site and alerted BJSWA of the problem. Mr. Wilhelm updated the board on the four 278 Retrofit pond projects. He also discussed a current Arrow Road project which the County will be reimbursed by the Town of Hilton Head Island.

Mr. Eric Larson informed the board that Ezekiel Miller is retiring in May. Mr. Miller began working for the County as a Maintenance Tech 1 in September of 1985. He promoted to Operator 1 in 1986, Operator 2 in 1987, General Support Forman in 1988, and Stormwater Superintendent in 2001. He has been with the County for almost 32 years. Mr. Miller thanked everybody for the opportunity to work with the County. Mr. Don Smith and the board thanked Mr. Miller for his dedication and quality of work. Mr. Larson introduced Chad Stanley who has been the General Support Superintendent for the past couple of years and has been with the County for over 14 years. Chad is the Interim Infrastructure Superintendent and will be shadowing Mr. Miller until his retirement from the County.

J. **Financial Report** – Chanel Lewis

Mrs. Chanel Lewis reported expenses are at 62% compared to the expected 75%. Operating expenses have increased since March 2015 by \$251,515 due to personnel cost, purchased services, and capital expense increases. Revenues are \$2,117,047 higher than March 2015. This increase reflects the rate increase and revenues generated from economic growth. Mrs. Lewis added that 88% of revenues have been received which is a 6% decrease from last year. Mrs. Lewis explained that the Capital Improvement Fund reflects a large increase in Net Pension Liabilities on the Statement of Net Position (SNP) due to Government Accounting Standards Board (GASB) statements 68 and 71.

5. Unfinished Business –

Rate Study Final Report/Update on Municipalities – Mr. Tony Maglione with Applied Technology and Management updated the board that the County has already accepted and implemented the recommended "Option E" of the rate study model. The Town of Port Royal and The City of Beaufort have also accepted the recommended "Option E" to be implemented during the next billing cycle. The Towns of Bluffton and Hilton Head Island are currently reviewing the report and will take action according to the direction of their governments and councils. The Town of Hilton Head Island has an added category in their model based on the Town taking over maintenance of Planned Unit Developments (PUDs) or subdivisions, which has a huge impact on their rates.

6. New Business –

Fiscal Year 2015 (FY15) Actuals –Mrs. Wallace provided a one page document with notes in the posted agenda. She highlighted a couple of items that the utility was reimbursed for. Mrs. Wallace also explained that the Utility Activities Annual Maintenance figure for FY2015 was affected by \$806, 000 because accruals were reversed for Other Post-Employment Benefits (OPEB), which the County no longer provides.

Fiscal Year 2016 (FY17) Budget - Backup

Mr. Eric Larson handed out the Fiscal Year 2017 proposed budget to the board members. Mr. Larson explained that rate study decisions made by municipalities will affect the Administrative Budget of \$375,822 by offsetting revenues and cost shares collected based on rate option implemented. "Option E" rate study users have cost shares included in the revenue totals and collect \$5.00 per account. "Option A" users will collect \$2.98 per Single Family Unit (SFU) and pay cost shares separately. Total projected Revenues for FY17 are \$12,048,113.

Mr. Larson broke down the projected expenditures of Administration (management) \$404,495; Utility Activities (Infrastructure- adding a new crew) \$3,608,382; Regulation (MS4) \$712,549; Capital Improvement Fund \$4,355,660; Capital Assets (New Purchases) \$1,050,490; Reserve Fund \$250,000; and Surplus of \$1,968,479. He explained that depreciation affects the balance because it is applied in future years.

The board approved the proposed budget with a vote of 6:0.

- 7. Public Comment(s) None.
- **8. Next Meeting Agenda** Agenda approved with the board voting 6:0 to cancel the May 11, 2016 meeting.
- 9. Meeting Adjourned

Beaufort County Stormwater Utility Proposed Budget for FY2017

Unaudited Projected Revenue

| | FY2016 | FY2017 |
|--------------------------------|-----------|------------|
| | | Proposed |
| | Budget | Budget |
| Revenue | | |
| Admin SWU Fees | 357,244 | 563,721 |
| Unincorp/CWI SWU Fees | 5,197,786 | 5,127,347 |
| Total Revenue from SWU Fees | 5,555,030 | 5,691,068 |
| Reimbursable Projects | 2,500 | 2,500 |
| Interest | 2,771 | 864 |
| Gain on Sale of Capital Assets | - | - |
| Cost-Share for Joint Efforts | 273,351 | 199,191 |
| Bond | | 5,000,000 |
| Reserve Utilization | | |
| Utility's Cash Balance | - | 1,050,490 |
| Capital Improvement Fund | 394,809 | 104,000 |
| Stormwater Utility | - | - |
| Projected Revenue Total | 6,228,461 | 12,048,113 |

Efforts (Expenditures)

| | FY2016 | FY2017 |
|--------------------------------|-----------|------------|
| Administration | 360,495 | 404,703 |
| Utility Activities | | |
| UA/Annual Maintenance | 2,908,833 | 3,267,712 |
| UA/Drainage Enhancement | 39,000 | 14,000 |
| UA/Additional Studies | 545,000 | 326,670 |
| Utility Activities Subtotal | 3,492,833 | 3,608,382 |
| Regulation | | |
| UA/Control Reg | 445,242 | 510,549 |
| UA/WQ Monitoring | 105,000 | 130,000 |
| UA/Public Information/Outreach | 70,000 | 72,000 |
| Regulation Subtotal | 620,242 | 712,549 |
| Reserve Utilization | | |
| Capital Improvement Fund | | |
| Hwy 278 Retrofit | 143,945 | 47,590 |
| Okatie West/SC 170 Retrofit | 315,000 | 73,000 |
| Battery Creek Upper Retrofit | 117,604 | 141,800 |
| Buckingham Plantation | 400,000 | 276,450 |
| Brewer Memorial Demo Pond | 9,500 | 9,500 |
| Factory Creek Phase I | - | 100,000 |
| Factory Creek Phase II | - | 100,000 |
| Reserve Utilization Subtotal | 986,049 | 748,340 |
| Capital Improvement Fund | | |
| Surplus (Deficit) | - | 4,355,660 |
| Utility Operating Fund | | |
| Capital Assets New Purchases | 611,290 | 1,050,490 |
| Reserve Fund | - | 250,000 |
| Surplus (Deficit) | 768,841 | 1,968,479 |
| Efforts Total | 6,228,461 | 12,048,113 |

Admin Budget - \$375,822

Note: ToPR & CoB total includes WQ Monitoring (WQM) NoB cost-share (c/s) \$72K; Public Education & Outreach (PE/O) countywide (C/W) c/s \$70K; Tax Run Assistance C/W c/s \$30K

\$20,331 - ToPR (Option E) \$35,221 - CoB (Option E) \$109,725 - ToHHI (Option A??)

\$48,948 - ToB (Option A??) \$349,496 - BC (Option E)

> SW Fees - \$4,916,612 CWI Fees - \$560,231 Admin fees & c/s - (\$349,496)

Note: SMMP Update \$475K C/W c/s, 18 mths project (12 mths c/s); Tax Run Assist \$30K C/W \$9,563 - ToPR SMMP \$9,563 \$22,705 - CoB SMMP \$22,705 \$122,137 - ToHHI PE/O \$20,437;SMMP \$92,941;Tax Run \$8,759 \$44,786 - ToB PE/O \$9,117; SMMP \$31,762; Tax Run \$3,907

Personnel

Director of Env Engr - .8 FTE; Business Mngr; GIS/MS4 Data Mngr; Admin Tech - .5 FTE; Fiscal Tech - .1 FTE **Professional Services**

\$30K - Rate study implementation

Personnel

Superintendent; (2) Foremen; (32) crew & support; Infrastruc Inspec Tech; Fiscal Tech - .2 FTE

New Infrastruc Inspec Tech

Re-Funded positions for Support Crew -

MT I, MT II, EO I, and EO II

Professional Services

\$15K - Survey

\$5K - Engineering Services

\$8K - Easement Appraisal Services

\$2K - Wetland Delineation/Restoration

\$0 - Inventory Secondary System (Staff)

Contingency

Professional Services

\$316,670 - 12 mths cost (SMMP Update \$475K C/W, 18 mths project) \$10K - Contingency

Personnel

Superintendent; MS4 Coord; Inspector; Admin Tech - .5 FTE; Fiscal Tech - .1 FTE

New Inspector #2 Professional Services

\$5K - Construction (Ord/Manual)

\$5K-Post ConstructionWQ (Ord/Manual)

\$30K - PPP Plan

\$15K - Facility upgrade (design only)

\$120K - USCB Lab

\$10K - WQ Monitoring Plan

\$70K - PE/O contract

\$2K - Website Maint

Project delayed. Half of SW portion of hauling contract

2/3 design cost (\$109,473)

\$88,800 - Constructuion delayed. Half of cost share remaining.

\$52,148.40 - County share in the overrun

Construction delayed b/c other parties have not found the revenue for the cost share.

Regulation

2nd year

\$31K - Jeep Liberty replacement

\$31K - Pickup for SW Inspector #2

\$5,830 - Radio (SW Inspector #2) pickup truck

Infrastructure

\$34,000 - 4x4 pick up truck replacement \$46,000 - Labor Truck for 4-Man Support Crew

\$31K - Pickup for Infr Inspection Tech #2

\$11,660 - (2) Radios (Infr Inspec Tech #2 & 4-man support crew) trucks

\$450K - Replace Shinn Cutter

\$225K - 290 Volvo replacement

\$135K - Bush Hog Replacement

\$50K - Land Acquisition



BEAUFORT COUNTY STORMWATER UTILITY



120 Shanklin Road Beaufort, South Carolina 29906 Voice (843) 255-2801 Facsimile (843) 255-9478

June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Utility Update

- 1. Utility Rate Study The Town of Bluffton and Town of Hilton Head Island have recommendations being considered by their Town Councils in June. The final reports are not ready; It is anticipated the reports can be submitted to the Board in August.
- 2. Credit Applications Staff has approved a credit for Bray's Island. A refund for TY 2015 is pending.
- 3. Intergovernmental Agreements for Stormwater Utility (SWU) A proposed revised agreement will be considered under New Business.
- 4. Tax Run and Billing Assistance for Tax Year 2016 (TY 16) Applied Technology and Management (ATM) has submitted a task order to continue to assist the County staff to update the base data and update the new billing database (Rate Model). Scope of services also includes assistance to complete the tax run. The agreement will be considered under New Business.
- 5. Cost share agreement MOAs for FY 17 The SWIC has reviewed and recommended three agreements: Public Education, Rate Structure Implementation, and Monitoring North of the Broad River. These will be reviewed during New Business.



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June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Monitoring Update

1. Lab Update (From Dr. Alan Warren and Lab Manager Danielle Mickel) – Currently, the lab just finished an SCDHEC on-site annual recertification evaluation and on-site technical visit for Total Suspended Solids initial certification. They have received state certification for TSS. The recertification evaluation concluded with SCDHEC mandating additional certifications for the laboratory pure water to continue to hold our certification for microbiology. This SCDHEC lab update was implemented for all labs certified in SC.

The new requirements by DHEC for testing the source water (that comes from a very high-end purification system to begin with) are noteworthy. DHEC is now requiring that the lab monitors the source water monthly for the following: total organic carbon, conductivity, total residual chlorine and heterotrophs (bacteria, molds, and fungi). They must also monitor metals semi-annually. Not only is the additional cost an issue (\$3,000 to \$4,000 annually), but Columbia has the nearest SC-certified lab that can conduct all of these analyses. Thus, the lab has opted to become certified for these assays in an effort to control cost and avoid monthly trips to Columbia. Staff suspects that other labs may eventually rely upon USCB to conduct their analyses. The issue with these new requirements, from the staff's standpoint, is that they typically run controls to rule out interference from impurities/unknowns.



BEAUFORT COUNTY STORMWATER UTILITY 120 Shanklin Road Recufort South Counting 20006



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June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Stormwater Implementation Committee (SWIC) Report

1. The SWIC met on June 1, 2016. Shakhlan Garane and Neshia Wright with DHEC addressed the group with a presentation summarizing the MS4 program and what we should expect during an annual report and audit. The next meeting is scheduled for August 3, 2016. See attached minutes of the June meeting.

DRAFT Minutes.

SWIC

June 1, 2016, pm at BJWSA Community Room, Okatie, SC

| At | tendees: | Eric Larson, Bryan McIllwee, Kim Jones, Bill Baugher, Van Willis, |
|----|----------|---|
| | | Neil Desai, Shakhlan Garane, Neshia Wright |

- 1. 1:30 pm meeting call to order
- 2. Presentation by Shakhlan Garane and Neshia Wright from DHEC overview of the MS4 program and the expectations for annual reporting and audits. Ms. Garane took notes on several questions the SWIC had and committed to get answers. She will also be sending several example forms and documents for the SWIC's use.
- 3. Approval of April 20, 2016 meeting minutes Approved by common consent.
- 4. Public Education
 - a. Carolina Clear Agreement Larson noted the final draft is pending approval by the SWUB next week. He asked everyone to submit any comments on the document to him ASAP.
 - b. Budget Larson explained the split budget for the first year of the agreement with Carolina Clear.
 - c. Billing for FY 16 Larson explained the "credit" invoice sent out last week. Due to carryover from FY 15, no reimbursement to the Utility is needed at this time.
 - d. Subcommittee report Larson noted the committee is meeting but no report on discussions was provided.
- 5. Management Plan Status
 - a. Public Meetings Week of June 20. Work progressing.
 - b. Billings Larson noted the first bills had been received and invoices have been sent out to the Towns and City.
- 6. Rate Study
 - a. Status on County, Towns, & City Rate Studies
 - i. County Done. Option E.
 - ii. Town of Port Royal Done. Option E.
 - iii. City of Beaufort Done. Option E.
 - iv. Town of Bluffton Selected Option A. Draft report in hand. Waiting on review comments. Staff will take the study to the Town Council for action on June 14th.

- v. Town of HHI Staff is recommending Option A. Bryan stated he had reviewed the report and sent comments to ATM. Staff will take the study to Town Council next Tuesday.
- b. Credit Manual Larson noted everyone needs to take action on adopting the new study. He noted ToB determined the current IGA adopts the credit manual automatically and the others may also agree no further action is needed.

7. Utility Management Budget Status

- a. Mgt. Fee Calculations Larson explained some confusion and a calculation error presented in a fee letter sent out a couple of weeks ago. The typo was found and corrected. Revised letters were sent out today. The Towns and City need to respond to the letter requesting the management fee for FY 17.
- b. Cost Share MOAs for FY 17
 - i. Pub Ed Larson noted the final draft is pending approval by the SWUB next week. He asked everyone to submit any comments on the document to him ASAP.
 - ii. Rate structure implementation Larson noted the final draft is pending approval by the SWUB next week. He asked everyone to submit any comments on the document to him ASAP.
 - iii. Monitoring NoBR Larson noted the final draft is pending approval by the SWUB next week. He asked everyone to submit any comments on the document to him ASAP.
- 8. IGA Update Larson noted the final draft is pending approval by the SWUB next week. He asked everyone to submit any comments on the document to him ASAP.

9. MS4

a. Subcommittee report - Larson noted the committee is meeting but no report on discussions was provided.

10. Monitoring

- a. Subcommittee report Larson noted the committee is meeting but no report on discussions was provided. Neil Desai volunteered to be chairman of the committee in Kevin Pitt's absence.
- b. FY 16 billings Not discussed. (Larson is sending out invoices to NoBR members this week.)

11. Reports by each jurisdiction

a. BC - Larson noted Kevin Pitts, SW Inspector, has resigned. Larson thanked him for his service and announced that Kevin's duties will be transferred to Robbie O'Quinn. Robbie will replace Kevin on subcommittees.

- b. ToHHI Bryan noted work recently completed by County crews. The Town was pleased with the work. He submitted a report for the SWUB next week.
- c. ToB Kim submitted a report for the SWUB next week.
- d. CoB No report.
- e. ToPR No report.
- 12. Other items None.
- 13. Next Meeting
 - a. Next meeting August 3, 2016 @ 1:30pm @ BJWSA, 6 Snake Road
- 14. Adjourn approx. 4pm.



BEAUFORT COUNTY STORMWATER UTILITY



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June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Stormwater Related Projects

- 1. US 278 Retrofit Ponds (\$356,000 Budget) Excavation of the third pond continues. Clearing on the fourth pond is ongoing. We are giving this project high priority to complete it this summer.
- 2. Turtle Lane Paving on Lady's Island (Stormwater Add-On) (\$8,940 Budget + \$4,964 C.O.) One of the two pipe locations is complete.
- 3. Okatie West / SC 170 Widening Retrofit Land Purchase (Land Acquisition = \$160,415 Budget, Design and Construction = \$915,000 Budget) Design work is ongoing. The first public meeting is being held at Sun City on June 16th. Paul Moore and Eric Larson were interviewed by the Sun City TV channel for a short story promoting the public meeting. The monthly Sun City magazine also ran an article about the project.
- 4. SC 170 Widening Pond #8 project (Land Acquisition = \$155,694 Budget, Design and Construction = \$630,840) Nothing new to report.
- 5. Huspah Court South Ditch Easement The County ended negotiations with the property owners and abandoned the County's right to any easements. The property owners were notified that future maintenance needs of the ditch is now their responsibility.
- 6. Level of Service Revision and Extent of Service Expansion A recommended policy will be considered under New Business.
- 7. Easements Staff is working on numerous easement requests. Many of these are related to requests for the County to assume maintenance responsibility of private systems serving multiple parcels. Significant locations are Salem Dr. East, McTeer Drive, Leo Green Road, Young Circle, and Gamecock Way.
- 8. SC 170 Widening Drainage The County Administrator has requested the staff prepare an exhibit showing the drainage pipes, ditches, and basins along a southern portion of the project to facilitate continued discussion with an adjacent property owner. Staff will be in the field verifying the infrastructure within the next couple of weeks.



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June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Professional Contracts Report

- 1. Stormwater Management Plan (Master Plan) Update (\$475,000 Budget; \$239,542 County portion) Work continues. A series of public meetings will be held the week of June 20. See attached announcement.
- 2. Mint Farm Basin B modification (\$8,000 Budget) Design is complete. DHEC permits are pending. Permit comments are being addressed.
- 3. McTeer Drive Ditch (\$12,225 Budget) The engineering report has been submitted in draft form. Staff has reviewed and commented. Next step will be to present the proposed design to property owners and request needed easements.



May 24, 2016

Public Meetings for Stormwater Management Plan Update

Neighbors for Clean Water invites residents to participate in public meetings regarding the County's Stormwater Management Plan, to include updating of the current Best Management Practices (BMP) manual and Stormwater Ordinance. The input from residents will assist the County and municipalities in helping to determine the future stormwater needs of the County. All meetings will occur from 6:00 p.m. to 8:00 p.m. as follows:

Monday, June 20, 2016: Saint Helena Library Branch, 6355 Jonathan Francis Senior Road, Saint Helena Island

Tuesday, June 21, 2016: <u>Beaufort County Public Works Department</u>, 120 Shanklin Road, Beaufort

Wednesday, June 22, 2016: <u>Bluffton Library Branch</u>, 120 Palmetto Way, Bluffton

Thursday, June 23, 2016: <u>Hilton Head Island Library Branch</u>, 11 Beach City Road, Hilton Head Island

For more information, call the <u>Beaufort County Stormwater Department</u> at 843-255-2805.



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June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Regional Coordination

- 1. Buckingham Plantation Drive Innovation District Conceptual Design Study (\$25,000 Budget SWU Portion) No update to report.
- 2. Factory Creek Watershed Regional Detention Basin & Academy Park Subdivision (cost is pending) The County is waiting on the Developer to sign the approved agreement.
- 3. Factory Creek Watershed Regional Detention Basin "Phase II" (cost is pending) The County is waiting on the consultant engineer to submit a proposal for design and permitting.
- 4. Horne Development at Okatie Center (formerly Sembler) in Jasper County County staff has met with representatives with Jasper County and the City of Hardeeville to discuss water quality in the Okatie River and how the project could handle stormwater to prevent further issues.
- 5. Plantation Business Park Infrastructure Acceptance the County Council took action to accept the roads into the County system. However, the stormsewer was excluded due to the cost of repair and ongoing discussions on how to address the needed repairs.
- 6. Tropical Storm Bonnie The County was lucky. We had only minor flooding in a few locations. Staff was able to investigate most of them the same week. Many of the flooded areas drained prior to action by the County.



BEAUFORT COUNTY STORMWATER UTILITY



120 Shanklin Road Beaufort, South Carolina 29906 Voice (843) 255-2801 Facsimile (843) 255-9478

June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

Municipal Reports

- 1. Town of Hilton Head Island (From Bryan McIlwee, Asst. Town Engineer for Stormwater)
 - i. The staff is working on converting their Service Request Access into a GIS web based application.
 - ii. County Stormwater crews performed two recent projects for the Town, Clifford Miller/Gumtree Road roadside maintenance and Arrow Road roadside maintenance. The ToHHI staff was very happy with the work and level of responsiveness by David Wilhelm and County staff.
- 2. Town of Bluffton (From Kim Jones, Stormwater Manager)
 - i. Stoney Creek Wetlands Restoration: Data Collection & Analysis Phase Monitoring wells installed on November 9, 2015. Following receipt of the draft water budget including hydrology and hydraulics reports on 4/1/16, data collection in support of developing design alternatives was extended due to above average rainfall over the winter.
 - Data collection will continue for approximately 2 months into the "dry" season to measure the effects on the water table. This activity is in support of developing preliminary conceptual designs for property owner review/negotiations.
 - <u>Next Steps:</u> Final Summary Memo including conceptual design options is to be received June 30, 2016.
 - ii. 319 Grant Phase 2 (Pine Ridge): Construction Phase
 - Invitation for Bids issued with bids due on December 9, 2015.
 - Construction contract awarded to Willow Tree Landscaping.
 - Construction initiated on February 22, 2016.
 - <u>Next Steps:</u> Substantial completion of electricity installation by SCE&G anticipated June 10, 2016.
 - iii. 319 Grant Phase 3 (May River Preserve Pond):
 - Initial Proposal for 319 Grant funding met eligibility criteria.
 - Full application for grant funding submitted on May 6, 2016.
 - Next Steps: Grant award notification anticipated by July 31, 2016
 - iv. Okatie 319 Grant (Buckwalter School Campus Pond Retrofit):
 - Initial Proposal for 319 Grant funding met eligibility criteria.
 - Full application for grant funding submitted on May 6, 2016.
 - Next Steps: Grant award notification anticipated by July 31, 2016

v. Stormwater Utility Management Plan Update

Stormwater staff has provided water quality sampling data for inclusion in the Management Plan Update.

Staff is investigating with the contractor if the May River Watershed Action Plan water quality model can be completed as part of the Management Plan Update.

<u>Next Steps:</u> Contractor is to provide alternatives and cost-estimates to complete the water quality model.

- 3. City of Beaufort (From Neil Desai, Asst. Public Works Director)
 - i. Battery Creek Pond Funded by an EPA 319 Grant (\$132,609 Budget County Portion) Construction is ongoing. A Public meeting will be held during construction to meet grant requirements for education.
 - ii. City of Beaufort and SCDOT Partnership Projects Hamar St. project is substantially complete.
 - iii. No further information was available at the time of this report.
- 4. Town of Port Royal (From Van Willis, Town Manager)
 - i. No information was available at the time of this report.



BEAUFORT COUNTY STORMWATER UTILITY



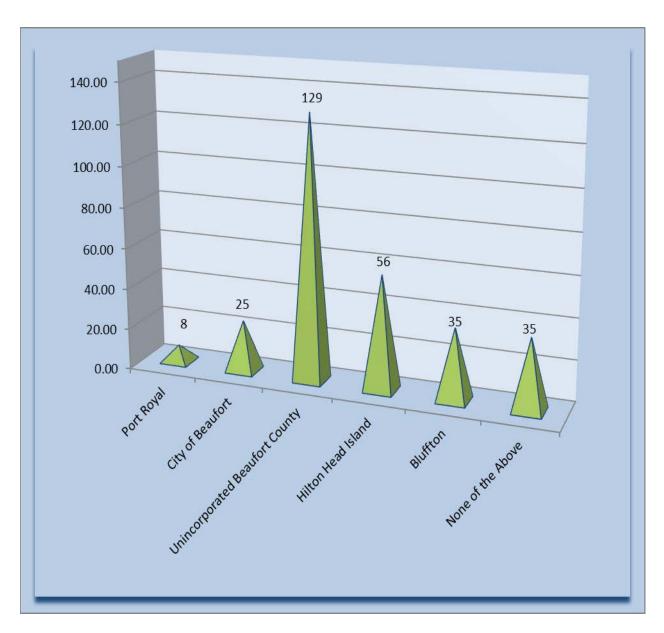
120 Shanklin Road Beaufort, South Carolina 29906 Voice (843) 255-2801 Facsimile (843) 255-9478

June 8, 2016

Stormwater Manager's Report for the Stormwater Utility Board Meeting

MS4 Update

- 1. <u>MS4 Annual Report</u> The SWIC met with DHEC representatives to discuss reporting requirements and audit procedures.
- 2. <u>Plan Review</u> 12 plans were reviewed in the month of May.
 - Villages at Oyster Bluff Phase II and BJWSA Operations Building Conceptual approved. There were a few public comments regarding the buffer for Oyster Bluff.
- 3. <u>Public Education</u> The SWIC is ending the contract with Beaufort Soil and Water Conservation District. They have proposed a new agreement with Clemson University Extension Service's Carolina Clear program. See New Business.
 - a. <u>Public Opinion Survey</u> 288 out of approximately 175,000 residents have submitted a survey. Survey will be advertised again on the website and newspapers.



- 4. <u>BMP Manual</u> A draft manual is ready for public review. If you have questions or comments please contact Rebecca Baker at 843.255.2813 or rbaker@bcgov.net. See New Business.
- 5. <u>SWIC MS4 Subcommittee</u> Discussion regarding code violations, construction inspection sequence and tracking illicit discharge. Code violation fine is currently \$500.00 for Bluffton, Hilton Head and the County. Below is the Counties new illicit discharge tracking form. Your help is needed in reporting illicit discharges.

Reporting of a Suspected Illicit Discharge Tracking *Note: This form is for internal reporting use by the Illicit Discharge (ID).* **Incident ID** (mmddyy-streetname): **Responder Information** Call taken by: Call date: Call time: Precipitation (inches) in past 72 hrs: **Reporter Information** Incident time: Incident date: Caller contact information (optional): **Suspected Incident Location** (complete one or more below) Latitude and longitude: Stream address or outfall #: Closest street address: Nearby landmark or mile marker: Is the material in the storm drain or waterway? Yes No Is the material just on the highway? Yes No Or is the material both in the storm drain or waterway and on the highway? Yes No If the material is in the storm drain or waterway, then: Is the ID a known hazardous material? Yes No If yes, what material? Is the ID a known non-hazardous material? Yes No If yes, what material? Or is the ID an unknown and cannot be safely identified? Yes No Narrative description of location/directions to suspected illicit discharge provided by reporter: Narrative description of suspected illicit discharge provided by reporter: **Problem Indicator Description Dumping** Oil/solvents/chemicals **Sewage** Wash water, suds, etc. Other:

| Stream Co | orridor Problem Indica | ntor Description | | |
|----------------|---|--------------------------------------|-------------------------------|----------------------|
| | None | Sewage | Rancid/Sour | Petroleum (gas) |
| Odor | Sulfide (rotten eggs); natural gas | Other: Describe in "Narrativ | ve" section | |
| Amnaananaa | "Normal" | Oil sheen | Cloudy | Suds |
| | Color: | | Other: Describe in ' | 'Narrative'' section |
| Elected les | None: | Sewage (toilet paper, etc) | Algae | Dead fish |
| Floatables | Other: Describe in "Na | rrative" section | | |
| Narrative des | cription of problem indicator | rs: | | |
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| Suspected So | urce or Violator (name, perso | onal or vehicle description, license | e plate #, nearby industrie | s/businesses etc.): |
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| | | | | |
| Illicit Disc | harge Referral | | | |
| Date Referred | d: | | | |
| Referred to (| Contact name & agency): | | | |
| Response l | Follow-up | | | |
| Date Respons | se action taken: | | | |
| | n by response party (i.e. Disp t was contacted <u>or</u> reason no | atched HAZMAT team or other p | art to site, list of names or | f agency & response |
| personner ma | it was contacted of reason no | action was taken). | | |
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| Filing Info | ormation | | | |
| Date report fi | led: | | | |
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POSSIBLE ILLICIT DISCHARGES

- Sanitary wastewater
 Failing Septic Tanks
 Laundry wastewater
 Dumping oil/chemical in storm drain
 Construction sites



Date: June 8, 2016

To: Stormwater Management Utility Board

From: David Wilhelm, Public Works Director

Re: Maintenance Project Report

This report will cover two major and seventeen minor or routine projects. The Project Summary Reports are attached. (**Stormwater Summary Map by District**)

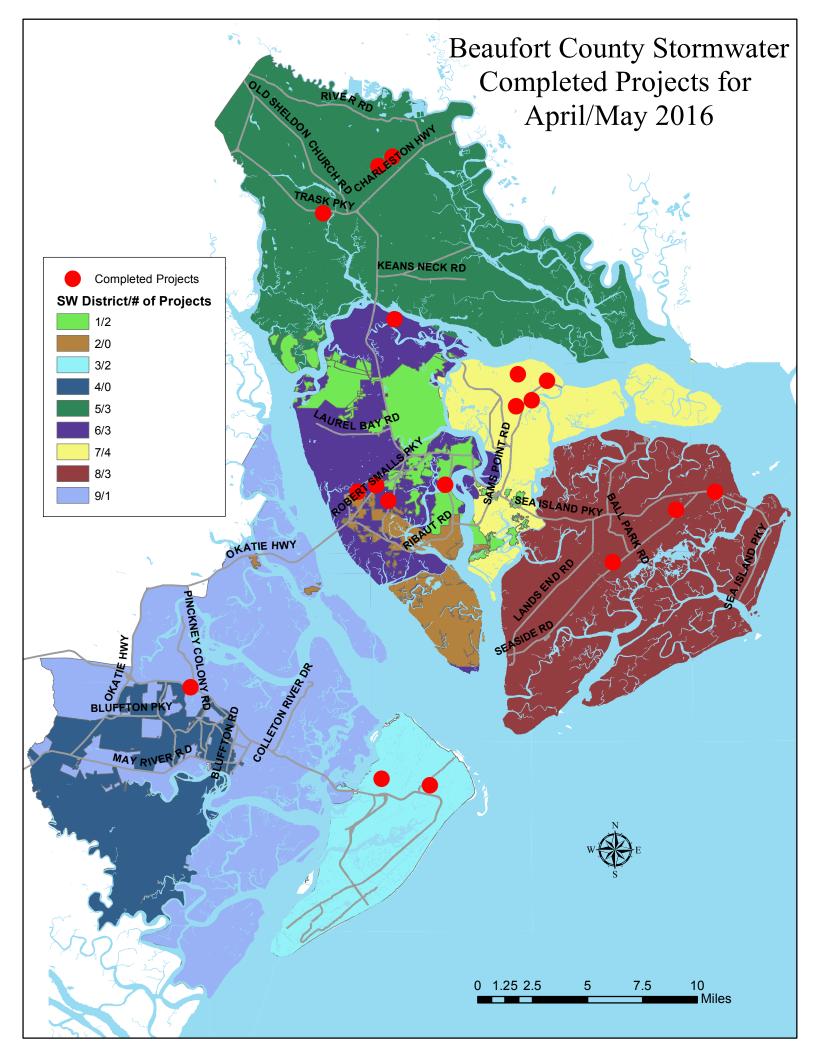
Major Projects – Storm Drainage System Improvements:

- **Highway 278 Retrofit Pond 50 Stormwater Utility District (SWUD) 9:** This project is the first of four ponds that will be constructed to control stormwater runoff from Highway 278. The total area of the pond is approximately 0.65 acres. The soil excavated from the pond was placed at the Buckwalter Regional Park to build up a low lying area that will be used as a soccer field. Work began December 15, 2014 and was completed December 17, 2015. The total cost of the project was \$117,642.30.
- **Huspah Drive SWUD 5:** This major project improved nearly a half mile of drainage system. The workshelf was shinn cut, cleared and grubbed to build a stable platform for the equipment. A total of 2,474 feet of drainage channel was reconstructed. Other work included installation of several access and bleeder pipes and, jet cleaning existing pipes, and installing rip rap. Work began June 30, 2015 and was completed November 5, 2015. The total cost of the project was **\$74,433.39.**

Minor or Routine Projects:

- Sheldon Bush Hog Clearing An extensive amount of bush hogging work was completed in the Sheldon area from June 1, 2015 through April 7, 2016. Almost 28 miles (146,628 ft.) of channel was cleared. The total cost was \$73,418.34.
- Colonial Heights SWUD 1 & 6: Project scope included cleaning out 2,538 feet of existing drainage channel. The total cost was \$8,506.54.
- Clifford Miller Drive and Gumtree Road / Hilton Head Island SWUD 3: Work for this project included cleaning 747 feet of roadside ditch and jet cleaning crossline pipes. The Town of Hilton Head Island will reimburse 100% of the cost of the project. The total cost was \$6,956.70.
- Cee Cee Road SWUD 8: This project on St. Helena Island improved 1,062 feet of drainage system. The scope included cleaning out the roadside ditch and jet cleaning various pipes. The total cost was \$6,697.85.

- TCL Beaufort Campus Causeway SWUD 1: Work included replacing a crossline pipe and installing rip rap for erosion control. This project is also a reimbursement. The total cost was \$6.585.34.
- Token Lane SWUD 7: This project included installing one driveway pipe and placing rip rap for erosion control. The total cost was \$6,100.99.
- Gadwall Drive East SWUD 7: Work consisted of cleaning out 718 feet of roadside ditch. The total cost was \$5,413.15.
- **Hewlett Road SWUD 7:** This project consisted of removing debris from the workshelf and drainage ditch flowline. The total cost was \$2,750.74.
- White Sands Circle SWUD 7: Work consisted of cleaning out 341 feet of drainage channel. The total cost was \$2,331.45.
- Nathan Pope Road Channel #1 SWUD 8: Work consisted of cleaning out 1,750 feet of drainage channel. The total cost was \$1,979.00.
- Gillison Loop Channel #1 SWUD 7: Work consisted of cleaning out 250 feet of drainage channel. The total cost was \$1,413.33.
- Palmetto Headlands Industrial Park SWUD 3: This project included repairing a sinkhole in the grassed roadside ditch. The total cost was \$750.87.
- Albertha Fields Circle SWUD 7: Our crew removed trash and debris from the drainage ditch flow. The total cost was \$743.88.
- Gray Road SWUD 5: Work consisted of removing blockages from the ditch flowline. The total cost was \$734.53.
- Riley Road Channel #1 SWUD 2 and 6: This project included cleaning out 300 feet of channel. The total cost was \$614.44.
- Pickens Street SWUD 7: Our crew removed blockages in the flowline by hand. The total cost was \$471.52.
- Forest Field Road SWUD 6: This project included removing blockage in the channel by hand. The total cost was \$345.26.





Beaufort County Public Works Stormwater Infrastructure

Project Summary

Project Summary: Hwy 278 Pond 50 Retrofit Project

Activity: Water Quality

Narrative Description of Project:

Duration: 12/15/14 - 12/17/15

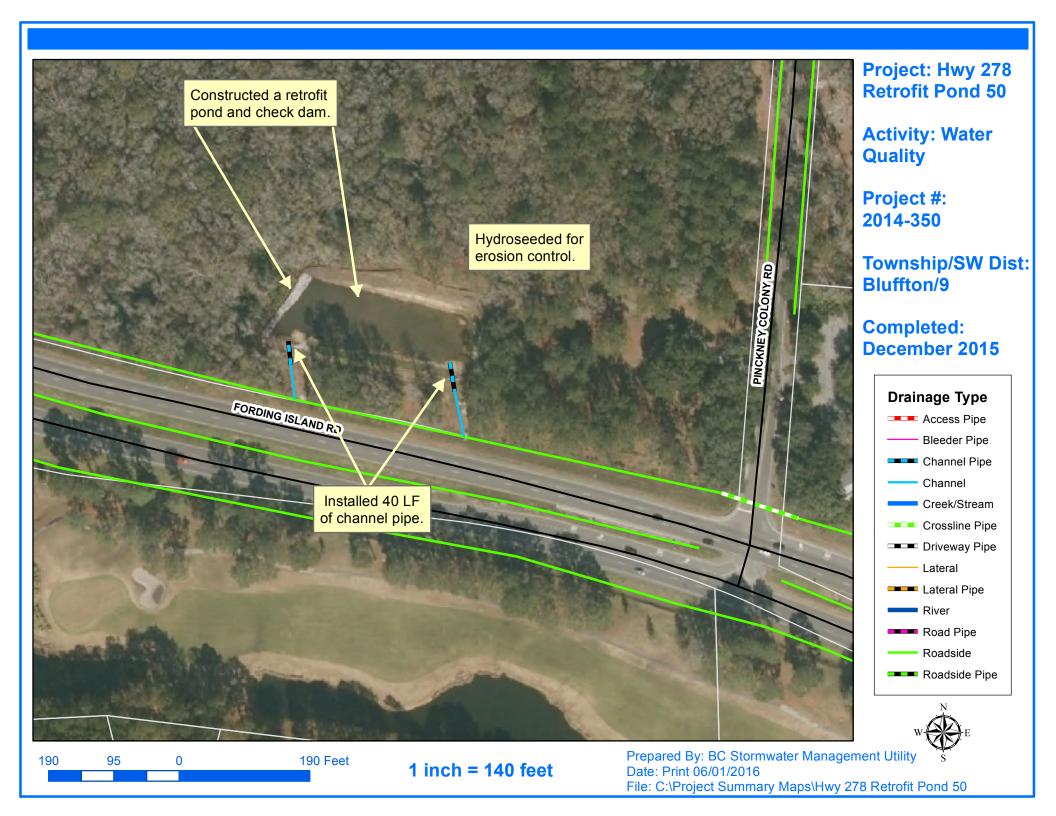
Constructed a retrofit pond and check dam. Installed sediment pad, 40 L.F. of channel pipe and removed sediment pad. Hydroseeded for erosion control.

| 2014-350 / Hwy 278 Pond | Labor Hours | Labor Cost | Equipment Cost | Material Cost | Contractor Cost | Indirect Labor | Total Cost |
|--------------------------------------|----------------|---------------|-------------------|------------------|--------------------|-------------------|--------------|
| ARR / Add rock | 13.0 | \$308.90 | \$74.26 | \$23.36 | \$0.00 | \$203.04 | \$609.55 |
| AUDIT / Audit Project | 3.0 | \$70.47 | \$0.00 | \$0.00 | \$0.00 | \$39.69 | \$110.16 |
| CPI / Channel Pipe - Installation | 30.0 | \$619.80 | \$96.22 | \$320.29 | \$0.00 | \$386.70 | \$1,423.01 |
| HAUL / Hauling | 615.5 | \$13,955.22 | \$4,922.50 | \$17,222.30 | \$0.00 | \$8,603.35 | \$44,703.37 |
| HYDR / Hydroseeding | 132.0 | \$2,990.22 | \$394.48 | \$657.31 | \$0.00 | \$1,870.47 | \$5,912.48 |
| MEET / Meetings | 5.0 | \$221.35 | \$18.10 | \$7.95 | \$0.00 | \$169.80 | \$417.20 |
| NONPRO / Non-Professional Services | 0.0 | \$0.00 | \$0.00 | \$0.00 | \$517.86 | \$0.00 | \$517.86 |
| ONJV / Onsite Job Visit | 188.0 | \$5,470.56 | \$890.82 | \$706.70 | \$0.00 | \$3,365.57 | \$10,433.65 |
| PDCONST / Ponds - Constructed | 212.0 | \$5,078.70 | \$2,030.34 | \$332.36 | \$0.00 | \$3,189.00 | \$10,630.40 |
| PGC / Pond - Grubb and Clear | 215.0 | \$5,137.67 | \$1,795.57 | \$489.13 | \$0.00 | \$3,193.45 | \$10,615.82 |
| PI / Project Inspection | 6.0 | \$137.31 | \$12.36 | \$7.95 | \$0.00 | \$89.10 | \$246.72 |
| PL / Project Layout | 6.5 | \$295.07 | \$23.53 | \$12.72 | \$0.00 | \$220.74 | \$552.06 |
| PM / Ponds - Maintenance | 52.0 | \$1,146.42 | \$176.92 | \$64.65 | \$0.00 | \$721.38 | \$2,109.37 |
| PROFS / Professional Services | 0.0 | \$0.00 | \$0.00 | \$0.00 | \$8,321.84 | \$0.00 | \$8,321.84 |
| PRRECON / Project Reconnaissance | 57.0 | \$1,459.01 | \$150.70 | \$49.86 | \$0.00 | \$894.91 | \$2,554.48 |
| RMTRW / Remove trees - Workshelf | 20.0 | \$444.41 | \$58.20 | \$20.41 | \$0.00 | \$266.70 | \$789.72 |
| RPWO / Repaired Washout | 110.0 | \$2,501.51 | \$891.97 | \$146.46 | \$0.00 | \$1,563.93 | \$5,103.87 |
| RRI / Rip Rap - Installed | 56.0 | \$1,283.60 | \$546.41 | \$100.39 | \$0.00 | \$816.27 | \$2,746.67 |
| SC / Sediment Control | 40.0 | \$920.47 | \$76.16 | \$248.99 | \$0.00 | \$588.84 | \$1,834.46 |
| SD / Soft Digging | 15.0 | \$343.26 | \$221.60 | \$18.32 | \$0.00 | \$231.90 | \$815.08 |
| SPI / Sediment Pad - Installed | 90.0 | \$2,035.51 | \$467.46 | \$282.65 | \$0.00 | \$1,322.65 | \$4,108.27 |
| STAGING / Staging Materials | 18.0 | \$397.20 | \$36.20 | \$11.50 | \$0.00 | \$249.54 | \$694.44 |
| STBY / Stand By | 25.0 | \$559.70 | \$125.10 | \$36.45 | \$0.00 | \$371.20 | \$1,092.45 |
| UTLOC / Utility locates | 30.5 | \$754.94 | \$42.48 | \$47.82 | \$0.00 | \$454.13 | \$1,299.38 |
| 2014-350 / Hwy 278 Pond Sub Total | 1,939.5 | \$46,131.28 | \$13,051.38 | \$20,807.58 | \$8,839.70 | \$28,812.36 | \$117,642.30 |
| Grand Total | 1,939.5 | \$46,131.28 | \$13,051.38 | \$20,807.58 | \$8,839.70 | \$28,812.36 | \$117,642.30 |











Beaufort County Public Works Stormwater Infrastructure

Project Summary

Project Summary: Huspah Drive

Activity: Drainage Improvement

Narrative Description of Project:

Duration: 6/30/15 - 11/5/15

Project improved 2,424 L.F. of drainage system. Shinn cut, grubbed, cleared and constructed 2,424 L.F. of workshelf. Reconstructed 2,424 L.F. of channel. Installed (1) driveway pipe, (3) access pipes, (5) bleeder pipes, (2) access gates and rip rap for erosion control. Jetted (1) access pipe and (1) crossline pipe.

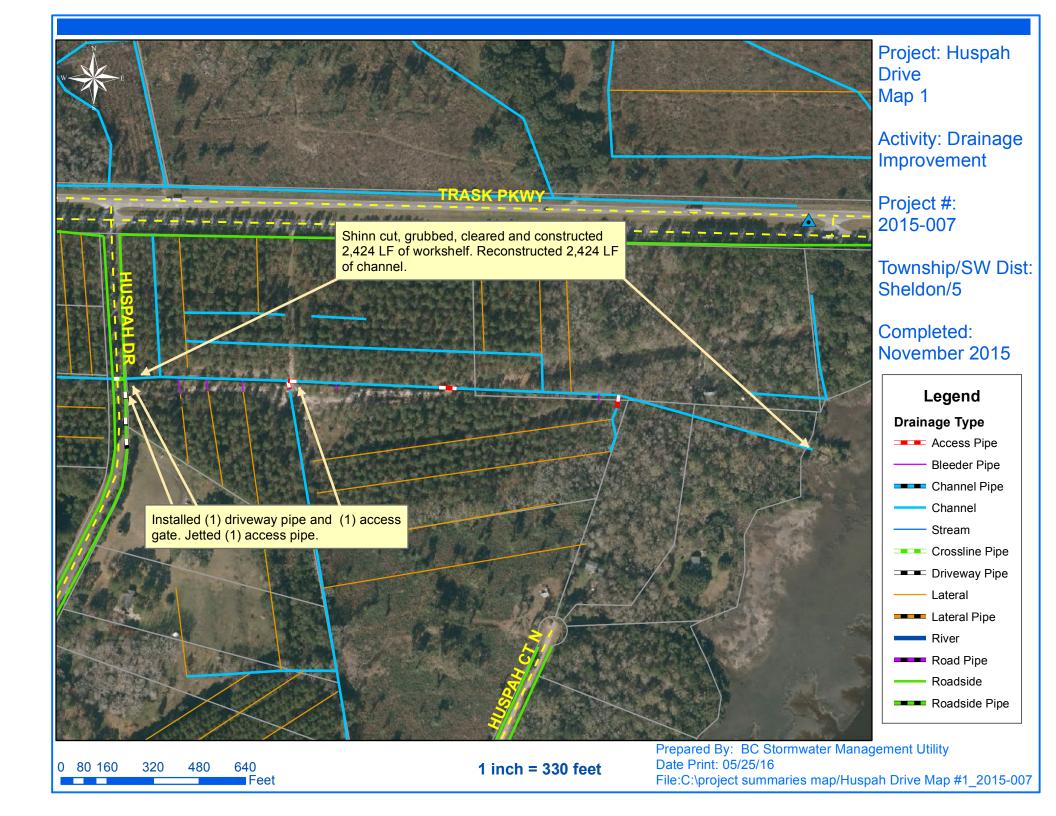
| 2015-007 / Huspah Drive | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--------------------------------------|---------|-------------|-------------|-------------|------------|-------------|-------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AGI / Access Gate - Installed | 42.0 | \$991.18 | \$386.33 | \$389.67 | \$0.00 | \$628.73 | \$2,395.91 |
| APJT / Access pipe - jetted | 10.0 | \$228.80 | \$43.40 | \$21.98 | \$0.00 | \$148.50 | \$442.68 |
| AUDIT / Audit Project | 1.5 | \$35.24 | \$0.00 | \$0.00 | \$0.00 | \$19.85 | \$55.08 |
| BPINST / Bleeder pipe - Installed | 138.0 | \$3,178.18 | \$1,463.55 | \$2,419.92 | \$0.00 | \$2,016.38 | \$9,078.03 |
| CCO / Channel - cleaned out | 278.0 | \$6,310.39 | \$2,148.23 | \$576.93 | \$0.00 | \$3,951.06 | \$12,986.60 |
| CLPI / Crossline Pipe - Installation | 46.0 | \$1,226.74 | \$204.20 | \$1,758.91 | \$0.00 | \$805.40 | \$3,995.25 |
| CLPJT / Crossline Pipe - Jetted | 4.0 | \$91.52 | \$17.36 | \$21.98 | \$0.00 | \$59.40 | \$190.26 |
| CSHN / Channel - Shinn cut | 30.0 | \$719.44 | \$502.97 | \$175.57 | \$0.00 | \$453.50 | \$1,851.48 |
| DEBREM / Debris Removal - Jobsite | 44.0 | \$1,059.96 | \$203.20 | \$8.94 | \$0.00 | \$671.20 | \$1,943.30 |
| HAUL / Hauling | 253.0 | \$5,737.94 | \$1,827.48 | \$4,722.78 | \$0.00 | \$3,657.13 | \$15,945.33 |
| HYDR / Hydroseeding | 31.0 | \$666.45 | \$168.60 | \$712.89 | \$0.00 | \$418.28 | \$1,966.21 |
| ONJV / Onsite Job Visit | 45.0 | \$1,541.97 | \$169.16 | \$78.20 | \$0.00 | \$1,038.97 | \$2,828.30 |
| PI / Project Inspection | 2.0 | \$91.20 | \$7.24 | \$5.10 | \$0.00 | \$67.92 | \$171.46 |
| PL / Project Layout | 8.0 | \$260.35 | \$28.56 | \$17.05 | \$0.00 | \$184.23 | \$490.19 |
| RMTRW / Remove trees - Workshelf | 19.0 | \$448.82 | \$14.16 | \$10.86 | \$0.00 | \$284.43 | \$758.27 |
| SC / Sediment Control | 4.0 | \$92.05 | \$28.28 | \$15.52 | \$0.00 | \$59.82 | \$195.67 |
| SPACT / Stockpile activity | 40.0 | \$930.10 | \$365.50 | \$139.37 | \$0.00 | \$585.80 | \$2,020.77 |
| STAGING / Staging Materials | 12.0 | \$289.97 | \$114.54 | \$36.20 | \$0.00 | \$186.21 | \$626.92 |
| STBY / Stand By | 20.0 | \$451.48 | \$14.16 | \$7.24 | \$0.00 | \$283.16 | \$756.04 |
| UC / Utility Coordination | 2.0 | \$88.54 | \$7.24 | \$5.10 | \$0.00 | \$67.92 | \$168.80 |
| WSDR / Workshelf - Dressed | 12.0 | \$284.16 | \$60.10 | \$39.82 | \$0.00 | \$187.59 | \$571.67 |
| WSREP / Workshelf - Repair | 40.0 | \$930.10 | \$277.32 | \$57.92 | \$0.00 | \$585.80 | \$1,851.14 |
| WSSHN / Workshelf - Shinn cut | 244.5 | \$5,777.25 | \$2,879.86 | \$822.93 | \$0.00 | \$3,663.99 | \$13,144.02 |
| 2015-007 / Huspah Drive | 1,326.0 | \$31,431.83 | \$10,931.44 | \$12,044.86 | \$0.00 | \$20,025.26 | \$74,433.39 |
| Sub Total | | | | | | | |
| Grand Total | 1.326.0 | \$31.431.83 | \$10.931.44 | \$12.044.86 | \$0.00 | \$20.025.26 | \$74.433.39 |

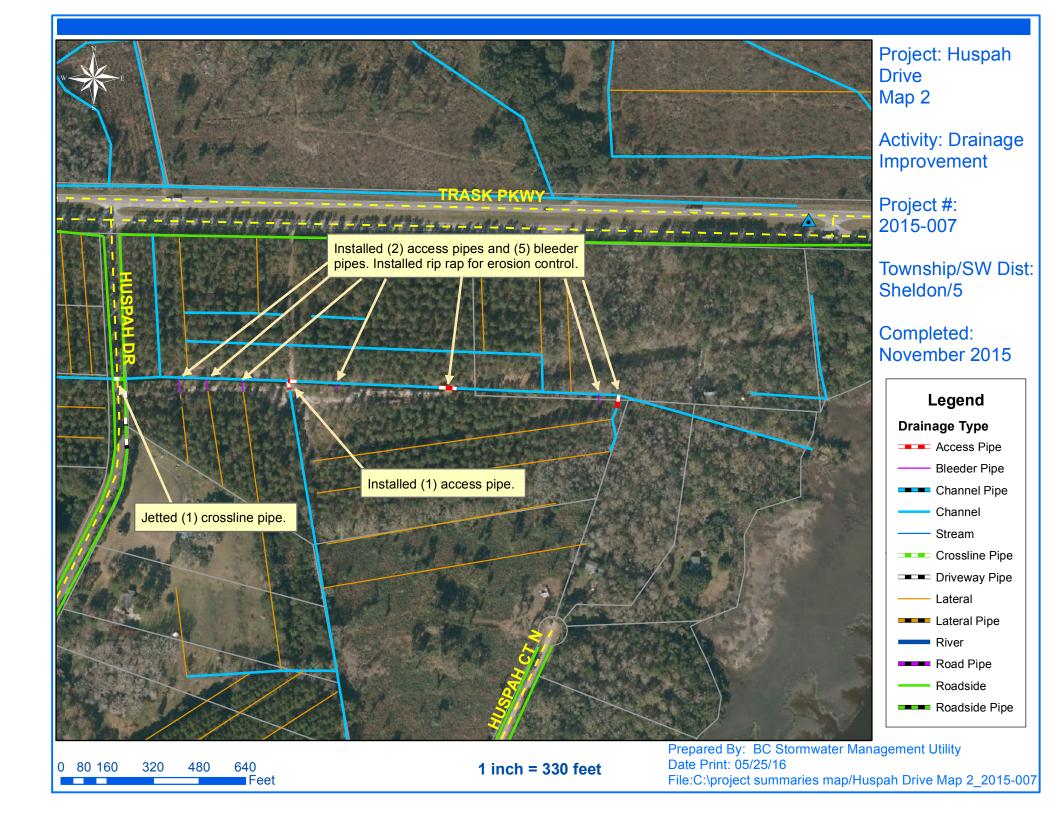


Before











Beaufort County Public Works

Stormwater Infrastructure

Project Summary

Duration: 6/1/15 - 4/7/16

Project Summary: Sheldon Bush Hog

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

First and second rotation from June 2015 to April 2016. Project improved 146,933 L.F. of drainage system. Bush hogged 146,933 L.F. of channel.

This project consisted of the following areas: River Oak Road (3,951 L.F.), Pap-Kee Road (2,249 L.F.), Horace Dawson Lane (14,628 L.F.), Dean Hall Road (706 L.F.),

Jenkins Road (654 L.F.), Albertha Fields Circle (4,104 L.F.), Horse Tail Road (5,971 L.F.), Oakhurst Road (2,358 L.F.), Spann Circle (1,904 L.F.), Coakley Drive (750 L.F.),

Dan Drive (660 L.F.), Coker Lane (1,784 L.F.), Keans Neck Road (2,560 L.F.), Middlefield Circle (3,716 L.F.), Hunt Ter (3,396 L.F.), Mount Pisgah Church Road (623 L.F.),

Browns Island Road (2,599 L.F.), Stroup Road (1,763 L.F.), Gum Tree Lane (4,694 L.F.), Honeybee Island Road (708 L.F.), Wimbee Landing Road (16,689 L.F.),

Old Dawson Acres (6,115 L.F.), Dash Road (929 L.F.), Big Estate Road (957 L.F.), Monarch Way (688 L.F.), Jasmine Hall Road (9,629 L.F.), Seigler Road (521 L.F.),

Huspah Court South (2,445 L.F.), Huspah Court North (752 L.F.), Huspah Drive (320 L.F.), Paige Point Bluff (575 L.F.), Mitchell Road (4,848 L.F.), Rail Bed Road (1,480 L.F.),

Robinson Hill Road (1,947 L.F.), Johnson Road (3,241 L.F.), Cuthbert Farm Road (792 L.F.), Archie Sumpter Road (1,797 L.F.), George Williams Lane (3,428 L.F.),

William Campbell Road (1,655 L.F.), Fire Station Lane (1,010 L.F.), Nix Road (1,173 L.F.), Bailey Circle (1,543 L.F.), Solomon White Lane (649 L.F.), Prescott Road (1,434 L.F.),

Joseph Lane (1,543 L.F.), Booker T. Washington Circle (2,096 L.F.), Newberry Circle (1,116 L.F.), Swallowtail Lane (2,366 L.F.), Gray Road (1,305 L.F.), Big Estate Circle (10,581 L.F.),

Jenkins Road (647 L.F.), and Lightsey Road (2,884 L.F.)

| 2016-303 / Sheldon Bush Hog | Labor | Labor | Equipment | Material | Contractor | Indirect | T. (16.) |
|-----------------------------|---------|-------------|-------------|------------|------------|-------------|-------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 2.0 | \$46.98 | \$0.00 | \$0.00 | \$0.00 | \$26.46 | \$73.44 |
| CBH / Channel- bushhogged | 1,456.0 | \$30,738.91 | \$18,819.94 | \$2,150.36 | \$0.00 | \$19,526.61 | \$71,235.82 |
| HAUL / Hauling | 22.0 | \$469.31 | \$104.68 | \$41.55 | \$0.00 | \$299.24 | \$914.78 |
| ONJV / Onsite Job Visit | 19.0 | \$631.13 | \$67.26 | \$49.70 | \$0.00 | \$446.21 | \$1,194.30 |
| 2016-303 / Sheldon Bush Hog | 1,499.0 | \$31,886.33 | \$18,991.88 | \$2,241.61 | \$0.00 | \$20,298.52 | \$73,418.34 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 1,499.0 | \$31,886.33 | \$18,991.88 | \$2,241.61 | \$0.00 | \$20,298.52 | \$73,418.34 |









Beaufort County Public Works

Stormwater Infrastructure

Project Summary

Project Summary: Colonial Heights

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 1/21/16 - 1/28/16

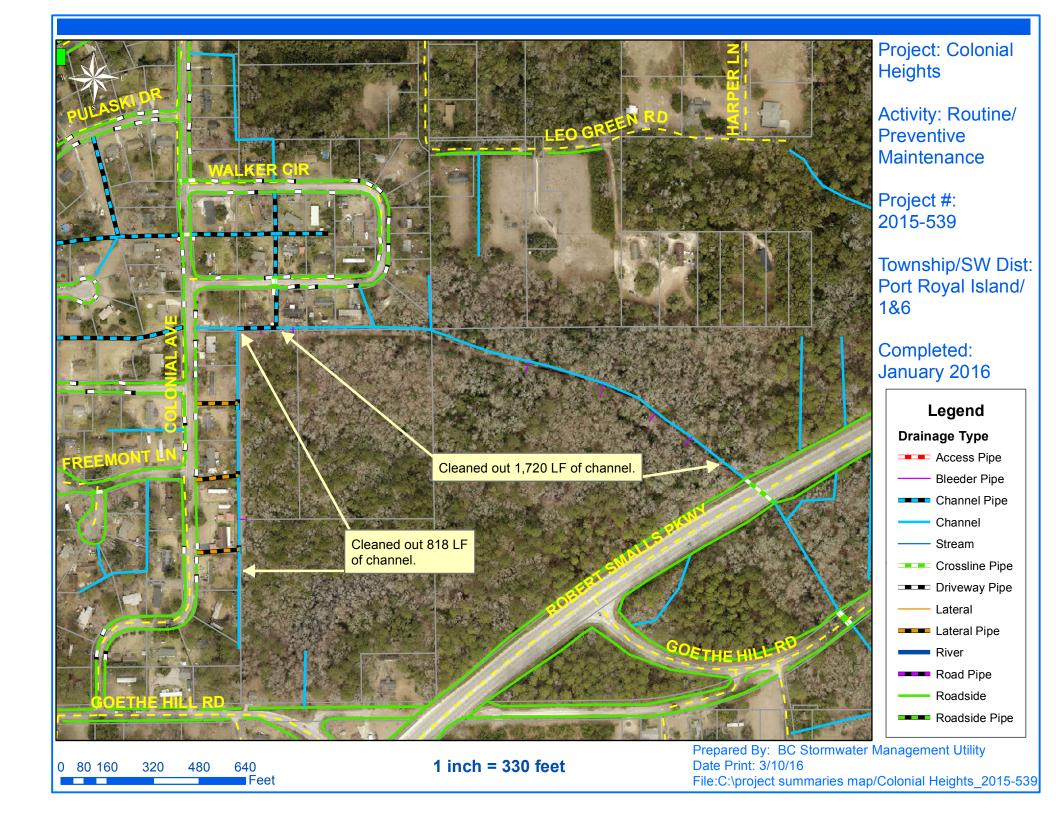
Project improved 2,538 L.F. of drainage system. Cleaned out 2,538 L.F. of channel.

| 2015-539 / Colonial Heights | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--|-------|------------|------------|----------|------------|------------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| CCO / Channel - cleaned out | 120.0 | \$2,789.86 | \$897.04 | \$70.06 | \$0.00 | \$1,725.60 | \$5,482.56 |
| DLO / Ditch Layout | 15.0 | \$348.75 | \$17.70 | \$7.05 | \$0.00 | \$215.70 | \$589.20 |
| HAUL / Hauling | 11.0 | \$244.97 | \$87.89 | \$104.49 | \$0.00 | \$158.62 | \$595.97 |
| ONJV / Onsite Job Visit | 24.0 | \$782.59 | \$84.96 | \$47.12 | \$0.00 | \$518.64 | \$1,433.31 |
| SPD / Spreading Dirt | 10.0 | \$204.60 | \$38.90 | \$16.45 | \$0.00 | \$127.20 | \$387.14 |
| 2015-539 / Colonial Heights Sub Total | 180.5 | \$4,382.52 | \$1,126.49 | \$245.16 | \$0.00 | \$2,752.37 | \$8,506.54 |
| | | | | | | | |
| Grand Total | 180.5 | \$4,382.52 | \$1,126.49 | \$245.16 | \$0.00 | \$2,752.37 | \$8,506.54 |











Beaufort County Public Works Stormwater Infrastructure

Project Summary

Project Summary: ToHHI - Clifford Miller Drive and Gum Tree Road (Reimbursement)

Activity: Routine/Preventive Maintenance

Duration: 2/23/16 - 3/9/16

Narrative Description of Project:

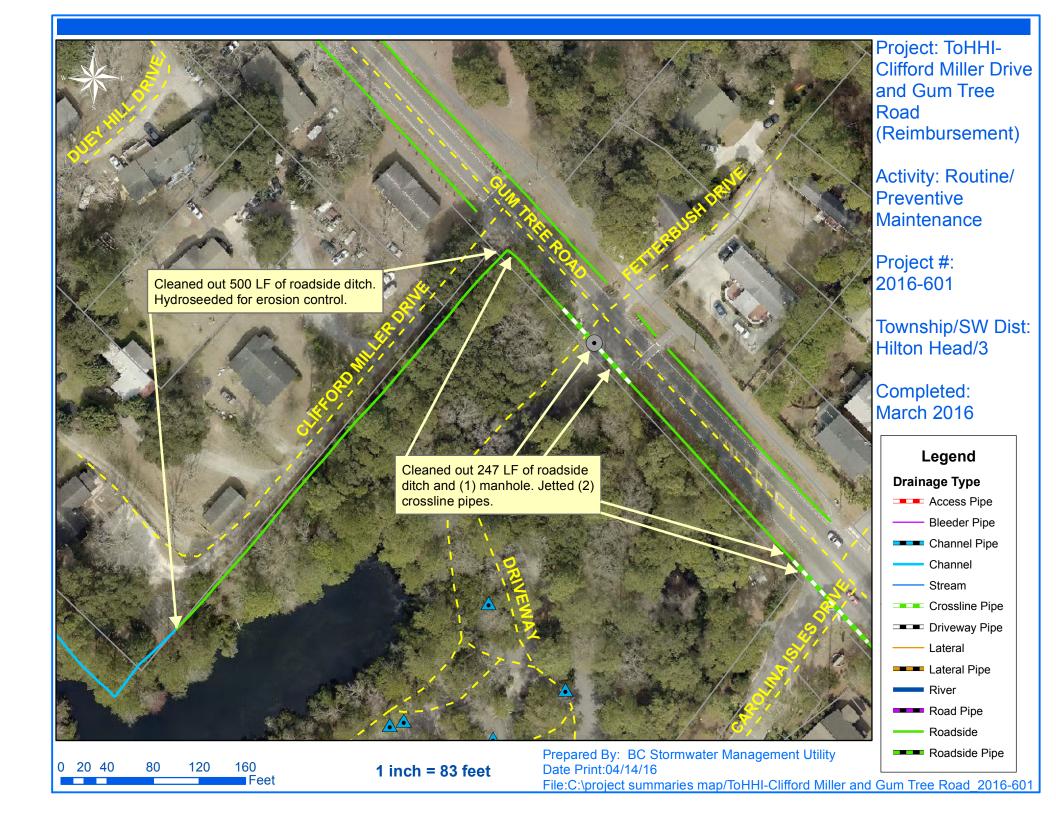
Project improved 747 L.F. of drainage system. Cleaned out 747 L.F. roadside ditch and (1) manhole. Jetted (2) crossline pipes. Hydroseeded for erosion control.

| 2016-601 / Clifford Miller Dr/Gum Tree Rd | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|---|-------|------------|-----------|----------|------------|------------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| AW / Administrative Work | 4.0 | \$182.40 | \$0.00 | \$0.00 | \$0.00 | \$135.84 | \$318.24 |
| CLPJT / Crossline Pipe - Jetted | 20.0 | \$457.60 | \$86.80 | \$82.20 | \$0.00 | \$297.00 | \$923.59 |
| HAUL / Hauling | 20.0 | \$445.40 | \$159.80 | \$64.35 | \$0.00 | \$288.40 | \$957.95 |
| HYDR / Hydroseeding | 40.0 | \$845.20 | \$60.28 | \$100.00 | \$0.00 | \$533.00 | \$1,538.48 |
| RSDCL / Roadside Ditch - Cleanout | 80.0 | \$1,690.40 | \$374.90 | \$49.82 | \$0.00 | \$1,066.00 | \$3,181.12 |
| UTLOC / Utility locates | 0.5 | \$12.35 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.97 |
| 2016-601 / Clifford Miller Dr/Gum Tree Rd | 165.0 | \$3,645.10 | \$681.78 | \$296.36 | \$0.00 | \$2,333.47 | \$6,956.70 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 165.0 | \$3,645.10 | \$681.78 | \$296.36 | \$0.00 | \$2,333.47 | \$6,956.70 |











Beaufort County Public Works

Stormwater Infrastructure

Project Summary

Project Summary: Cee Cee Road

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 3/8/16 - 3/10/16

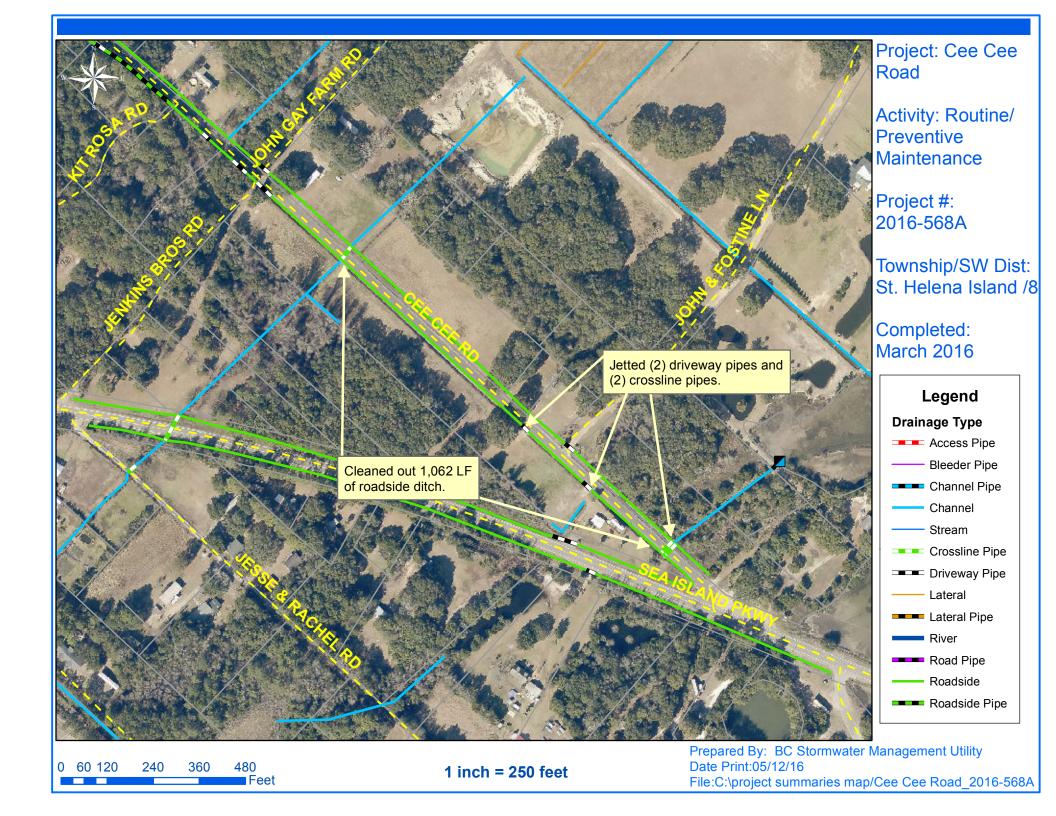
Project improved 1,062 L.F. of drainage system. Cleaned out 1,062 L.F. of roadside ditch. Jetted (2) crossline pipes and (2) driveway pipes.

| 2016-568A / Cee Cee Road | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--|--------------|-----------------------|--------------------|-------------------|------------------|----------------------|-----------------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| CLPJT / Crossline Pipe - Jetted | 10.0 | \$228.80 | \$43.40 | \$27.89 | \$0.00 | \$148.50 | \$448.58 |
| HAUL / Hauling | 30.0 | \$668.30 | \$239.70 | \$113.25 | \$0.00 | \$432.60 | \$1,453.85 |
| ONJV / Onsite Job Visit | 16.0 | \$569.72 | \$56.80 | \$26.98 | \$0.00 | \$410.50 | \$1,064.00 |
| RSDCL / Roadside Ditch - Cleanout UTLOC / Utility locates | 88.0 0.5 | \$1,925.80 \$12.35 | \$457.10 \$0.00 | \$72.67 \$0.00 | \$0.00 \$0.00 | \$1,238.52 \$6.62 | \$3,694.09 \$18.97 |
| 2016-568A / Cee Cee Road Sub Total | 145.0 | \$3,416.72 | \$7 97.00 | \$240.79 | \$0.00 | \$2,243.35 | \$6,697.85 |
| Sub Total | | | | | | | |
| Grand Total | 145.0 | \$3,416.72 | \$797.00 | \$240.79 | \$0.00 | \$2,243.35 | \$6,697.85 |











Omwater inirastru

Project Summary

Project Summary: TCL - Beaufort Campus Causeway (Reimbursement)

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 3/2/16 - 3/3/16

Replaced (1) crossline pipe and installed rip rap for erosion control.

| 2016-599 / TCL - Beaufort Campus Causeway | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|---|-------|------------|-----------|------------|------------|------------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| AW / Administrative Work | 3.0 | \$136.80 | \$0.00 | \$0.00 | \$0.00 | \$101.88 | \$238.68 |
| CPRPL / Crossline Pipe - Replaced | 30.0 | \$697.50 | \$302.96 | \$391.72 | \$0.00 | \$431.40 | \$1,823.58 |
| HAUL / Hauling | 32.0 | \$712.64 | \$255.68 | \$1,330.38 | \$0.00 | \$461.44 | \$2,760.14 |
| ONJV / Onsite Job Visit | 12.0 | \$413.55 | \$42.72 | \$10.64 | \$0.00 | \$265.95 | \$732.86 |
| STAGING / Staging Materials | 20.0 | \$454.05 | \$53.68 | \$20.74 | \$0.00 | \$281.85 | \$810.31 |
| UC / Utility Coordination | 4.0 | \$110.92 | \$7.08 | \$1.52 | \$0.00 | \$62.92 | \$182.44 |
| UTLOC / Utility locates | 0.5 | \$12.35 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.97 |
| 2016-599 / TCL - Beaufort Campus Causeway | 102.0 | \$2,549.56 | \$662.12 | \$1,755.00 | \$0.00 | \$1,618.67 | \$6,585.34 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 102.0 | \$2,549.56 | \$662.12 | \$1,755.00 | \$0.00 | \$1,618.67 | \$6,585.34 |









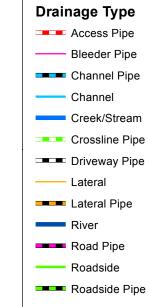
Project: TCL -Beaufort Campus Causeway (Reimbursement)

Activity: Routine/ Preventive Maintenance

Project #: 2016-599

Township/SW Dist: City of Beaufort/1

Completed: March 2016



Date: Print 03/14/2016

File: C:\Project Summary Maps\TCL-Beaufort Campus Causeway 2016-599



Beaufort County Public Works

Stormwater Infrastructure

Project Summary

Project Summary: Token Lane

Activity: Routine/Preventive Maintenance

Duration: 8/12/15 - 10/7/15

Narrative Description of Project:

Installed (1) driveway pipe and rip rap for erosion control.

| 2016-002 / Token Lane | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--|------------|---------------------|-------------------|-------------------|------------------|--------------------|---------------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| DPINS / Driveway Pipe - Installed | 50.0 | \$1,184.52 | \$122.41 | \$305.45 | \$0.00 | \$736.30 | \$2,348.67 |
| DWASPH / Driveway - Asphalt | 18.0 | \$410.27 | \$64.18 | \$25.16 | \$0.00 | \$256.78 | \$756.39 |
| HAUL / Hauling | 30.0 | \$668.36 | \$239.70 | \$1,246.63 | \$0.00 | \$432.60 | \$2,587.29 |
| STAGING / Staging Materials UTLOC / Utility locates | 9.0 0.5 | \$197.66 \$12.35 | \$31.82 \$0.00 | \$15.48 \$0.00 | \$0.00 \$0.00 | \$126.36 \$6.62 | \$371.32 \$18.97 |
| 2016-002 / Token Lane Sub Total | 108.0 | \$2,484.90 | \$458.11 | \$1,592.71 | \$0.00 | \$1,565.27 | \$6,100.99 |
| Grand Total | 108.0 | \$2,484.90 | \$458.11 | \$1,592.71 | \$0.00 | \$1,565.27 | \$6,100.99 |









Project Summary

Project Summary: Gadwall Drive East

Activity: Routine/Preventive Maintenance

Duration: 3/2/16 - 3/16/16

Narrative Description of Project:

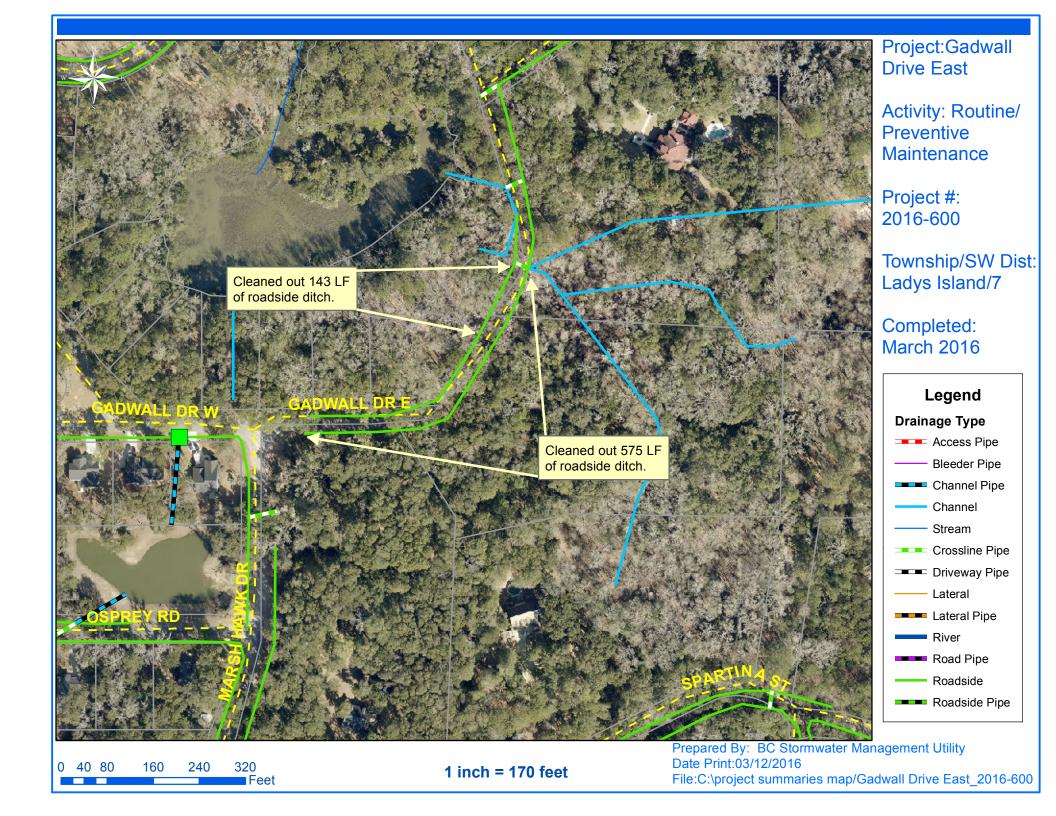
Project improved 718 L.F. of drainage system. Cleaned out 718 L.F. of roadside ditch.

| 2016-600 / Gadwall Drive East | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|-----------------------------------|-------|------------|-----------|----------|------------|------------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| HAUL / Hauling | 19.0 | \$423.13 | \$151.81 | \$46.06 | \$0.00 | \$273.98 | \$894.98 |
| ONJV / Onsite Job Visit | 8.0 | \$284.86 | \$28.40 | \$12.78 | \$0.00 | \$205.25 | \$531.29 |
| PI / Project Inspection | 1.0 | \$45.60 | \$3.62 | \$1.42 | \$0.00 | \$33.96 | \$84.60 |
| PL / Project Layout | 2.0 | \$91.20 | \$7.24 | \$2.84 | \$0.00 | \$67.92 | \$169.20 |
| RSDCL / Roadside Ditch - Cleanout | 80.0 | \$1,690.30 | \$314.08 | \$37.19 | \$0.00 | \$1,066.00 | \$3,107.57 |
| SG / Shoot Grade | 15.0 | \$348.75 | \$17.70 | \$6.04 | \$0.00 | \$215.70 | \$588.19 |
| UTLOC / Utility locates | 0.5 | \$12.35 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.97 |
| 2016-600 / Gadwall Drive East | 126.0 | \$2,907.94 | \$522.85 | \$106.33 | \$0.00 | \$1,876.04 | \$5,413.15 |
| Sub Total | | | | | | | |
| Grand Total | 126.0 | \$2.907.94 | \$522.85 | \$106.33 | \$0.00 | \$1.876.04 | \$5.413.15 |

Before









Beaufort County Public Works

Stormwater Infrastructure

Project Summary

Project Summary: Hewlett Road

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 4/11/16 - 4/12/16

Removed blockage from flowline and 345 L.F. of debris from workshelf.

| 2016-617 / Hewlett Road | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|-----------------------------------|-------|------------|-----------|----------|------------|----------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| DEBREM / Debris Removal - Jobsite | 55.0 | \$1,171.05 | \$101.79 | \$32.77 | \$0.00 | \$734.50 | \$2,040.11 |
| HAUL / Hauling | 10.0 | \$222.70 | \$79.90 | \$33.98 | \$0.00 | \$144.20 | \$480.78 |
| ONJV / Onsite Job Visit | 4.0 | \$123.00 | \$14.16 | \$1.42 | \$0.00 | \$72.92 | \$211.50 |
| 2016-617 / Hewlett Road | 69.5 | \$1,528.50 | \$195.85 | \$68.17 | \$0.00 | \$958.23 | \$2,750.74 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 69.5 | \$1,528.50 | \$195.85 | \$68.17 | \$0.00 | \$958.23 | \$2,750.74 |









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Project Summary

Project Summary: White Sands Circle

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 4/13/16

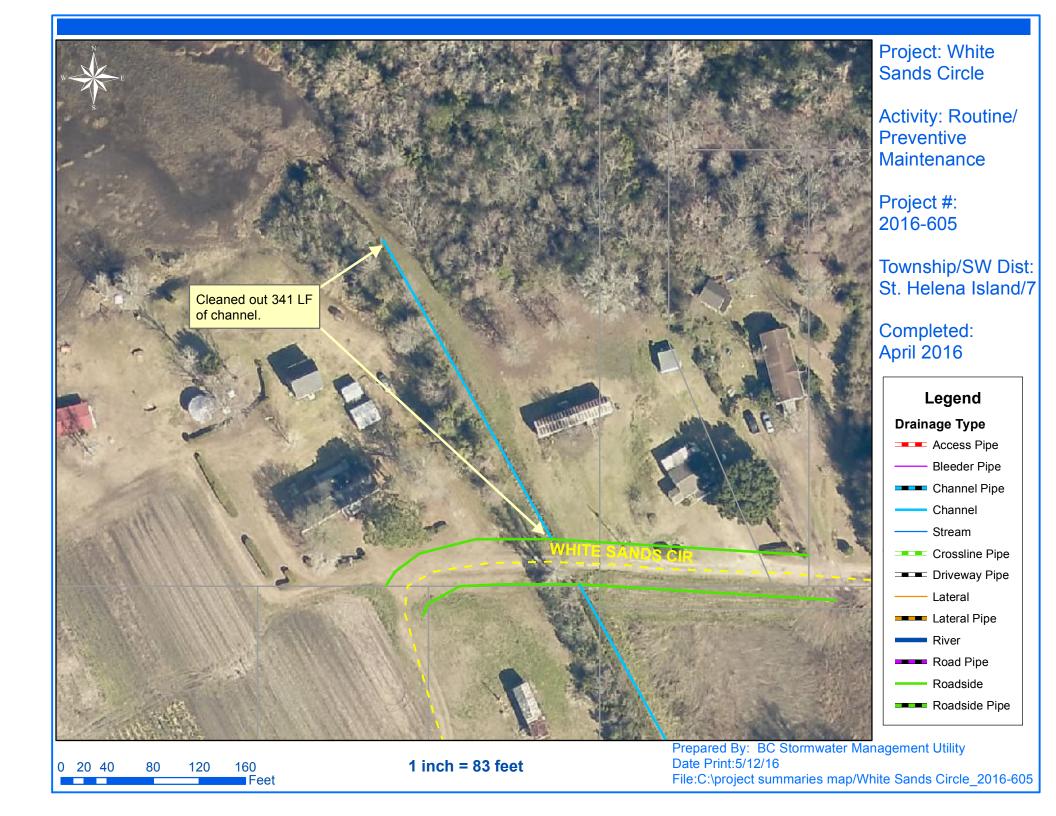
Project improved 341 L.F. of drainage system. Cleaned out 341 L.F. of channel.

| Labor | Labor | Equipment | Material | Contractor | Indirect | |
|-------|-----------------------------|--|---|---|---|---|
| Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| 40.0 | \$864.00 | \$122.10 | \$22.72 | \$0.00 | \$548.64 | \$1,557.46 |
| 10.0 | \$222.70 | \$79.90 | \$24.16 | \$0.00 | \$144.20 | \$470.96 |
| 3.0 | \$81.36 | \$10.62 | \$7.10 | \$0.00 | \$55.53 | \$154.61 |
| 2.0 | \$68.36 | \$7.08 | \$5.68 | \$0.00 | \$48.94 | \$130.06 |
| 55.5 | \$1,248.17 | \$219.70 | \$59.66 | \$0.00 | \$803.93 | \$2,331.45 |
| | | | | | | |
| 55.5 | \$1 248 1 7 | \$219 70 | \$59.66 | \$0.00 | \$803 93 | \$2.331.45 |
| | Hours 0.5 40.0 10.0 3.0 2.0 | Hours Cost 0.5 \$11.75 40.0 \$864.00 10.0 \$222.70 3.0 \$81.36 2.0 \$68.36 55.5 \$1,248.17 | Hours Cost Cost 0.5 \$11.75 \$0.00 40.0 \$864.00 \$122.10 10.0 \$222.70 \$79.90 3.0 \$81.36 \$10.62 2.0 \$68.36 \$7.08 55.5 \$1,248.17 \$219.70 | Hours Cost Cost Cost 0.5 \$11.75 \$0.00 \$0.00 40.0 \$864.00 \$122.10 \$22.72 10.0 \$222.70 \$79.90 \$24.16 3.0 \$81.36 \$10.62 \$7.10 2.0 \$68.36 \$7.08 \$5.68 55.5 \$1,248.17 \$219.70 \$59.66 | Hours Cost Cost Cost 0.5 \$11.75 \$0.00 \$0.00 \$0.00 40.0 \$864.00 \$122.10 \$22.72 \$0.00 10.0 \$222.70 \$79.90 \$24.16 \$0.00 3.0 \$81.36 \$10.62 \$7.10 \$0.00 2.0 \$68.36 \$7.08 \$5.68 \$0.00 55.5 \$1,248.17 \$219.70 \$59.66 \$0.00 | Hours Cost Cost Cost Labor 0.5 \$11.75 \$0.00 \$0.00 \$0.00 \$6.62 40.0 \$864.00 \$122.10 \$22.72 \$0.00 \$548.64 10.0 \$222.70 \$79.90 \$24.16 \$0.00 \$144.20 3.0 \$81.36 \$10.62 \$7.10 \$0.00 \$55.53 2.0 \$68.36 \$7.08 \$5.68 \$0.00 \$48.94 55.5 \$1,248.17 \$219.70 \$59.66 \$0.00 \$803.93 |











Project Summary

Project Summary: Nathan Pope Road Channel #1

Activity: Routine/Preventive Maintenance

Duration: 2/9/16 - 2/10/16

Narrative Description of Project:

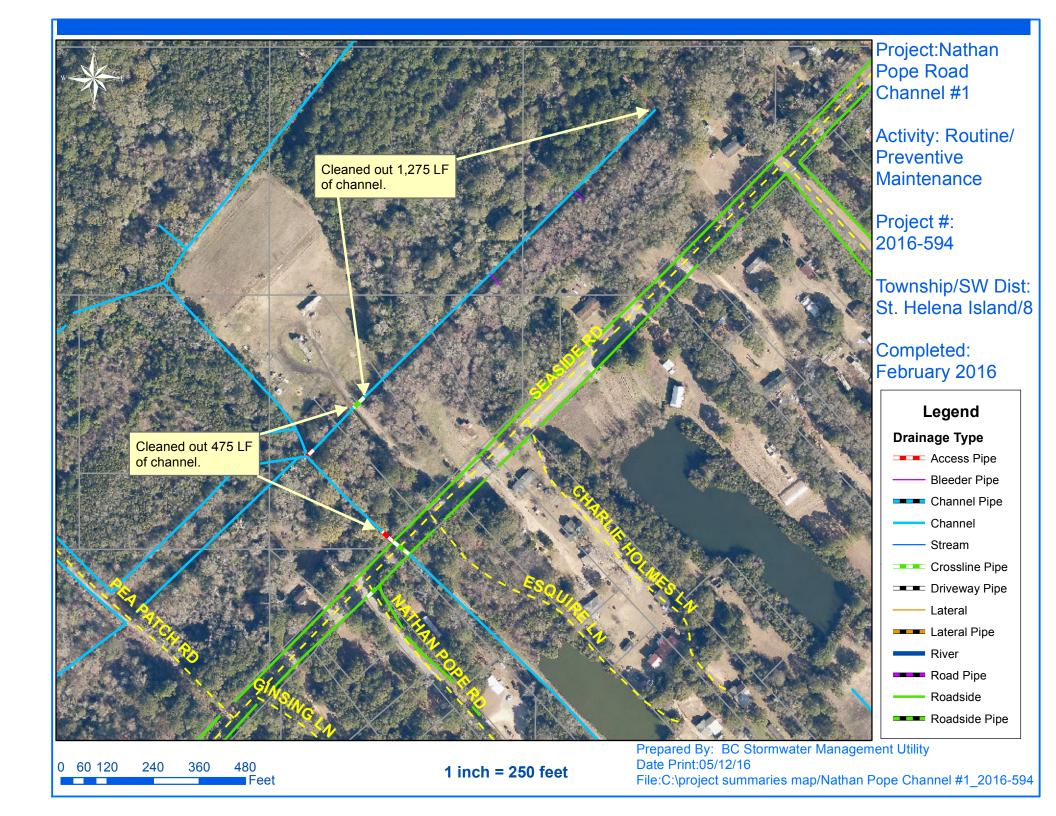
Project improved 1,750 L.F. of drainage system. Cleaned out 1,750 L.F. of channel.

| 2016-594 / Nathan Pope Channel #1 | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--|-------|------------|-----------|----------|------------|----------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| CCO / Channel - cleaned out | 30.0 | \$696.00 | \$136.25 | \$66.78 | \$0.00 | \$460.80 | \$1,359.83 |
| ONJV / Onsite Job Visit | 9.0 | \$323.60 | \$32.02 | \$18.46 | \$0.00 | \$226.73 | \$600.81 |
| 2016-594 / Nathan Pope Channel #1 Sub Total | 39.5 | \$1,031.35 | \$168.27 | \$85.24 | \$0.00 | \$694.15 | \$1,979.00 |
| Grand Total | 39.5 | \$1,031.35 | \$168.27 | \$85.24 | \$0.00 | \$694.15 | \$1,979.00 |











Project Summary

Project Summary: Gillison Loop Channel #1

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Duration: 4/11/16

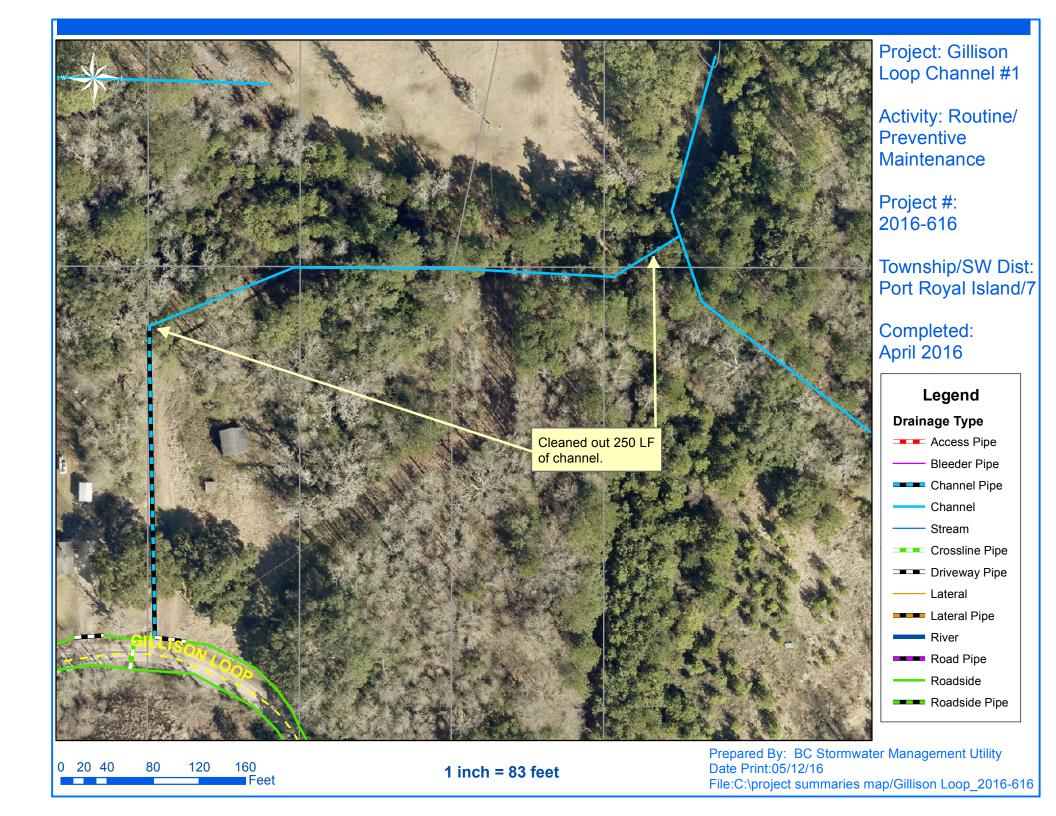
Project improved 250 L.F. of drainage system. Cleaned out 250 L.F. of channel.

| 2016-616 / Gillison Loop Channel #1 | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|--|-------|----------|-----------|----------|------------|----------|-------------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| CCO / Channel - cleaned out | 30.0 | \$641.20 | \$96.22 | \$10.30 | \$0.00 | \$408.00 | \$1,155.72 |
| HAUL / Hauling | 5.0 | \$111.35 | \$39.95 | \$15.86 | \$0.00 | \$72.10 | \$239.26 |
| 2016-616 / Gillison Loop Channel #1 Sub Total | 35.5 | \$764.30 | \$136.17 | \$26.16 | \$0.00 | \$486.71 | \$1,413.33 |
| Grand Total | 35.5 | \$764.30 | \$136.17 | \$26.16 | \$0.00 | \$486.71 | \$1,413.33 |











Project Summary

Project Summary: Palmetto Headlands Industrial Park

Activity: Routine/Preventive Maintenance

Duration: 3/26/16

Narrative Description of Project:

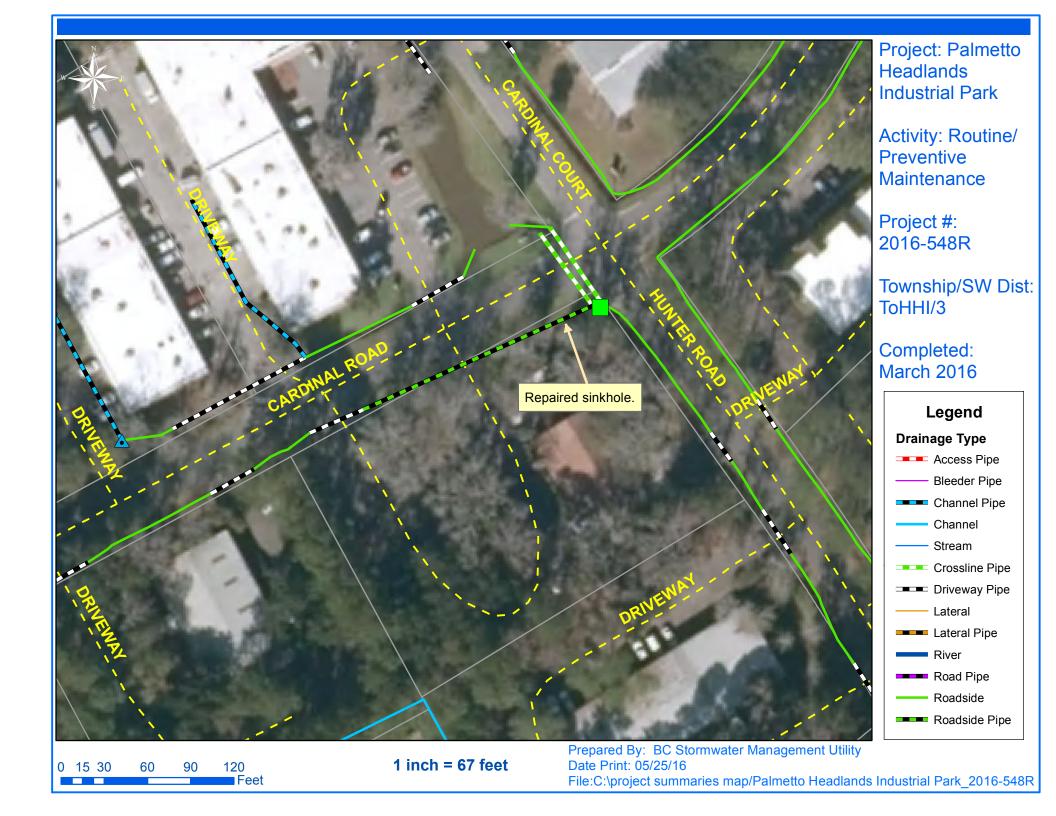
Repaired sinkhole.

| 2016-548R / Palmetto Headlands Industrial Park | Labor Hours | Labor Cost | Equipment Cost | Material Cost | Contractor Cost | Indirect Labor | Total Cost |
|--|--------------------|--------------------------------|-----------------------------|-----------------------------|----------------------------|-------------------------------|---------------------------------|
| AUDIT / Audit Project ONJV / Onsite Job Visit SR / Sinkhole repair | 0.5 2.0 15.0 | \$11.75 \$68.36 \$348.73 | \$0.00 \$7.08 \$17.70 | \$0.00 \$5.68 \$20.32 | \$0.00 \$0.00 \$0.00 | \$6.62 \$48.94 \$215.70 | \$18.36 \$130.06 \$602.45 |
| 2016-548R / Palmetto Headlands Industrial Park Sub Total | 17.5 | \$428.84 | \$24.78 | \$26.00 | \$0.00 | \$271.25 | \$750.87 |
| Grand Total | 17.5 | \$428.84 | \$24.78 | \$26.00 | \$0.00 | \$271.25 | \$750.87 |











Project Summary

Project Summary: Albertha Fields Circle

Activity: Routine/Preventive Maintenance

Duration: 4/7/16

Narrative Description of Project: Removed blockage from flowline.

2016-615 / Albertha Fields Circle

| 2016-615 / Albertha Fields Circle | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|------------------------------------|-------|----------|-----------|----------|------------|----------|-------------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| HAUL / Hauling | 4.0 | \$89.08 | \$31.96 | \$9.06 | \$0.00 | \$57.68 | \$187.78 |
| ONJV / Onsite Job Visit | 2.0 | \$61.50 | \$7.08 | \$1.42 | \$0.00 | \$36.46 | \$106.46 |
| RB / Remove blockage from flowline | 10.0 | \$231.54 | \$46.84 | \$6.80 | \$0.00 | \$146.10 | \$431.28 |
| 2016-615 / Albertha Fields Circle | 16.5 | \$393.87 | \$85.88 | \$17.28 | \$0.00 | \$246.86 | \$743.88 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 16.5 | \$393.87 | \$85.88 | \$17.28 | \$0.00 | \$246.86 | \$743.88 |
| | | | | | | | |











Duration: 4/7/16

Project Summary

Project Summary: Gray Road

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

Removed blockages from flowline.

| 2016-614 / Gray Road | Labor Hours | Labor Cost | Equipment Cost | Material Cost | Contractor Cost | Indirect Labor | Total Cost |
|------------------------------------|----------------|---------------|-------------------|------------------|--------------------|-------------------|------------|
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| | | | | | | | • |
| HAUL / Hauling | 4.0 | \$89.08 | \$31.96 | \$9.06 | \$0.00 | \$57.68 | \$187.78 |
| ONJV / Onsite Job Visit | 2.0 | \$61.50 | \$7.08 | \$1.42 | \$0.00 | \$36.46 | \$106.46 |
| RB / Remove blockage from flowline | 10.0 | \$231.54 | \$37.49 | \$6.80 | \$0.00 | \$146.10 | \$421.93 |
| 2016-614 / Gray Road | 16.5 | \$393.87 | \$76.53 | \$17.28 | \$0.00 | \$246.86 | \$734.53 |
| Sub Total | | | | | | | |
| | | | | | | | |
| Grand Total | 16.5 | \$393.87 | \$76.53 | \$17.28 | \$0.00 | \$246.86 | \$734.53 |

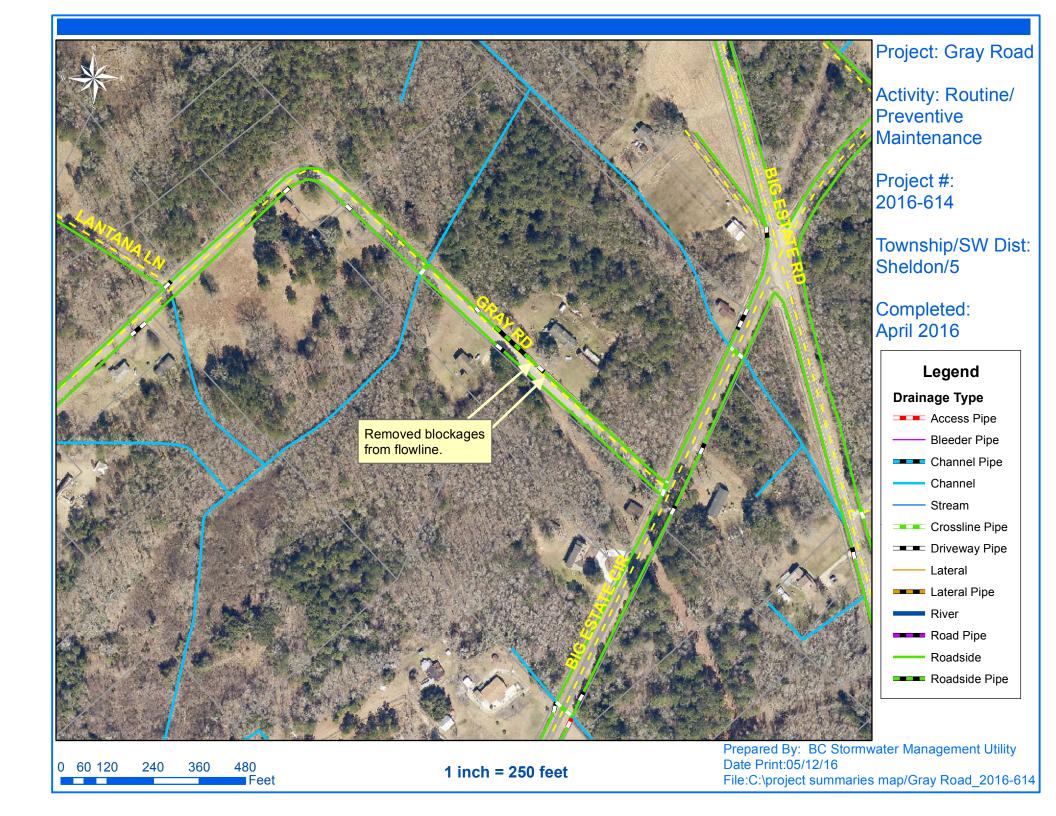






After







Project Summary

Project Summary: Riley Road Channel #1

Activity: Routine/Preventive Maintenance

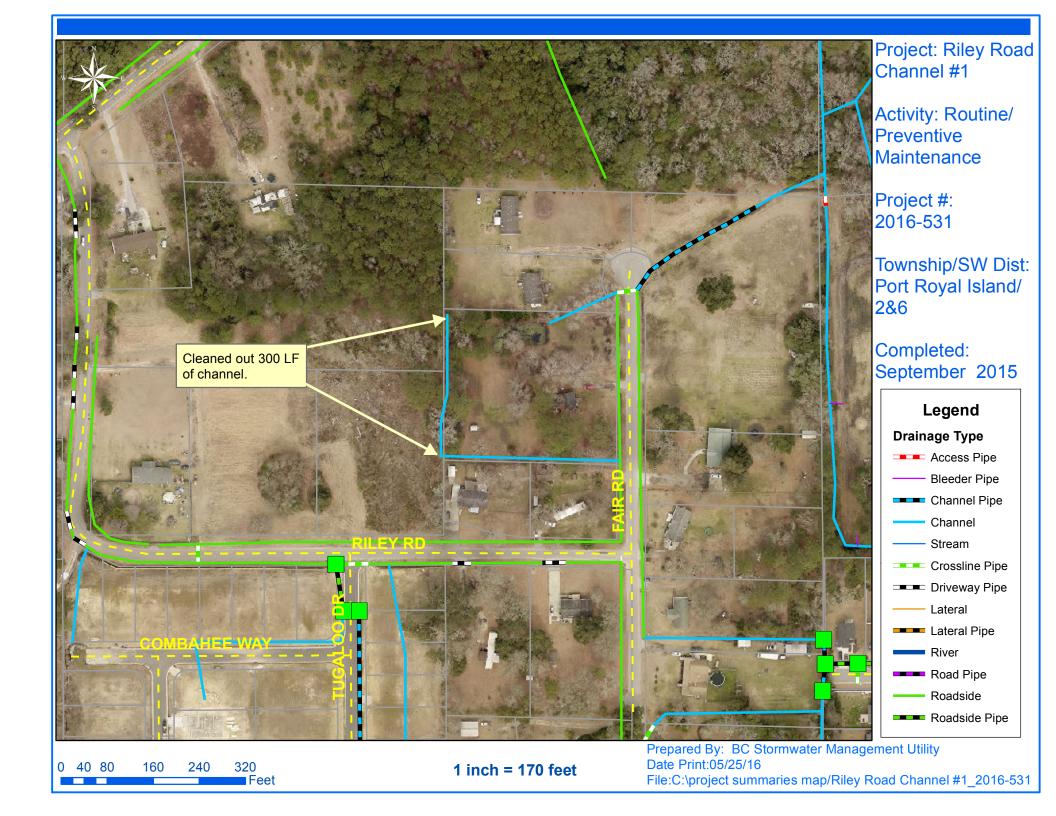
Duration: 9/1/2015 - 9/2/2015

Narrative Description of Project:

Project improved 300 L.F. of drainage system. Cleaned out 300 L.F. of channel.

| 2016-531 / Riley Road Channel #1 | Labor | Labor | Equipment | Material | Contractor | Indirect | |
|----------------------------------|-------|----------|-----------|----------|------------|----------|------------|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 |
| CCO / Channel - cleaned out | 8.0 | \$184.08 | \$30.79 | \$17.70 | \$0.00 | \$119.64 | \$352.21 |
| HAUL / Hauling | 2.5 | \$55.68 | \$15.53 | \$24.78 | \$0.00 | \$36.05 | \$132.03 |
| ONJV / Onsite Job Visit | 2.0 | \$61.50 | \$7.08 | \$6.80 | \$0.00 | \$36.46 | \$111.84 |
| 2016-531 / Riley Road Channel #1 | 13.0 | \$313.00 | \$53.40 | \$49.28 | \$0.00 | \$198.77 | \$614.44 |
| Sub Total | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grand Total | 13.0 | \$313.00 | \$53.40 | \$49.28 | \$0.00 | \$198.77 | \$614.44 |

(Pictures Not Available)





Activity: Routine/Preventive Maintenance

Project Summary

Project Summary: Pickens Street

Narrative Description of Project: Duration: 3/28/16

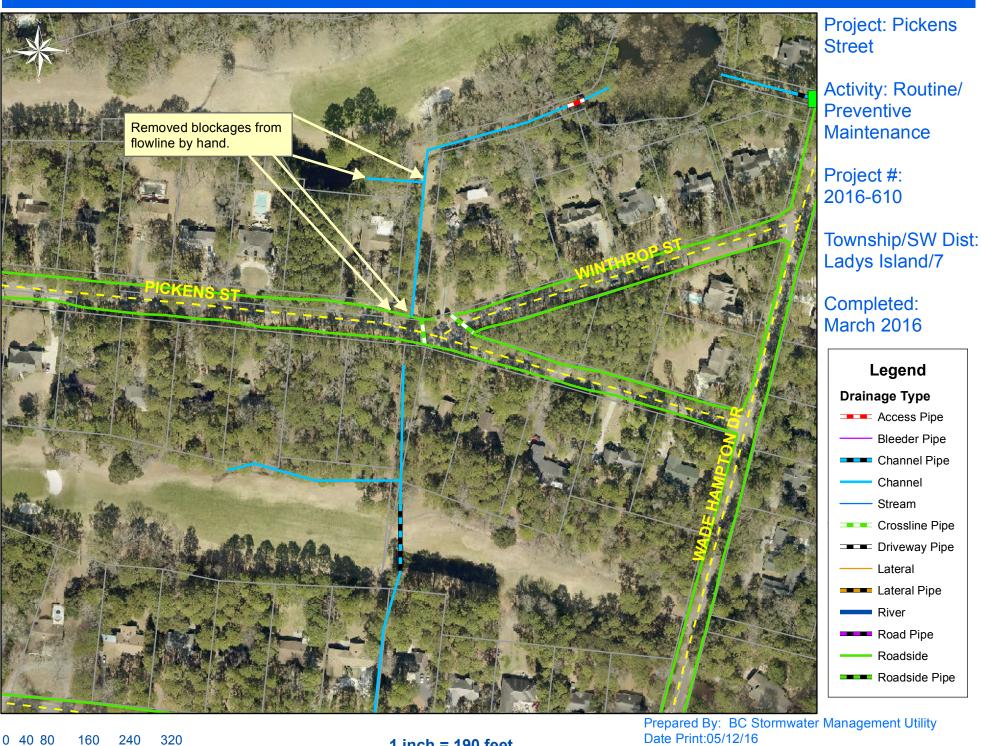
Removed blockages from flowline by hand.

| 2016-610 / Pickens Street | Labor | Labor | Equipment | Material | Contractor | Indirect | | |
|------------------------------------|-------|----------|-----------|----------|------------|----------|-------------------|--|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost | |
| AUDIT / Audit Project | 3.0 | \$70.47 | \$0.00 | \$0.00 | \$0.00 | \$39.69 | \$110.16 | |
| RB / Remove blockage from flowline | 9.0 | \$209.24 | \$10.62 | \$12.08 | \$0.00 | \$129.42 | \$361.36 | |
| 2016-610 / Pickens Street | 12.0 | \$279.71 | \$10.62 | \$12.08 | \$0.00 | \$169.11 | \$471.52 | |
| Sub Total | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Grand Total | 12.0 | \$279.71 | \$10.62 | \$12.08 | \$0.00 | \$169.11 | \$471.52 | |









Date Print:05/12/16

File:C:\project summaries map/Pickens Street_2016-610

Feet



Duration: 3/28/16

Project Summary

Project Summary: Forest Field Road

Activity: Routine/Preventive Maintenance

Narrative Description of Project:

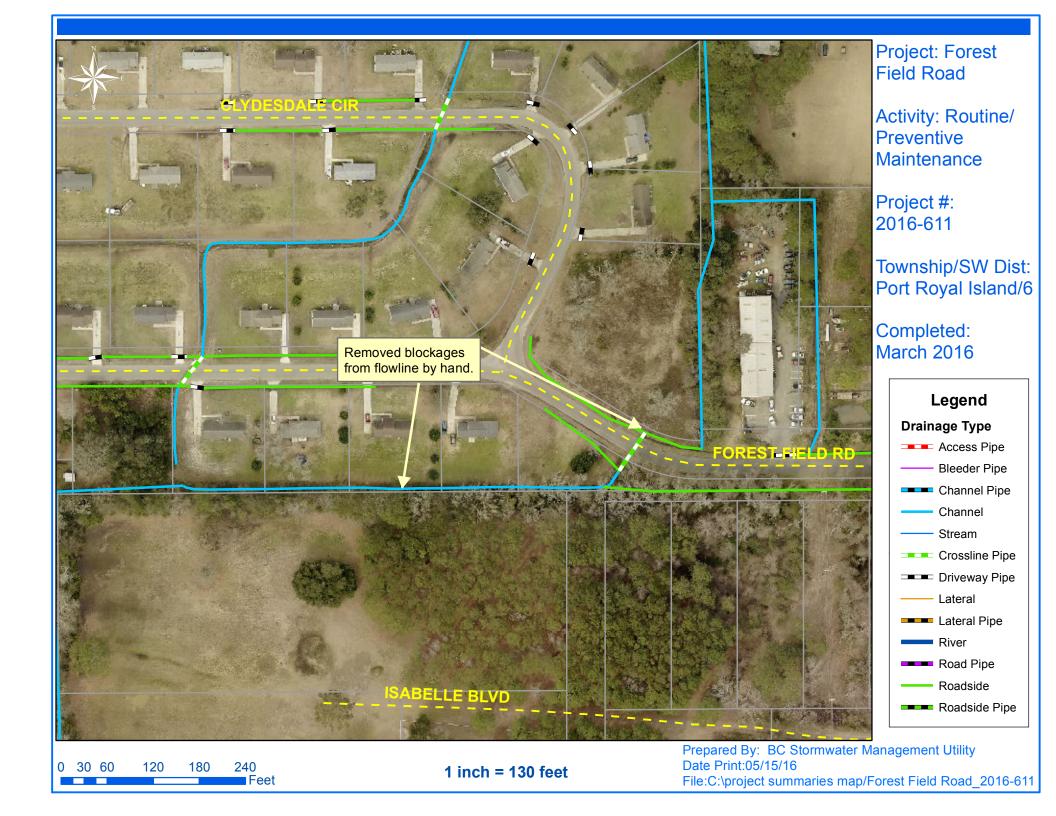
Removed blockages from flowline by hand.

| 2016-611 / Forest Field Road | Labor | Labor | Equipment | Material | Contractor | Indirect | | |
|------------------------------------|-------|----------|-----------|----------|------------|----------|-------------------|--|
| | Hours | Cost | Cost | Cost | Cost | Labor | Total Cost | |
| AUDIT / Audit Project | 0.5 | \$11.75 | \$0.00 | \$0.00 | \$0.00 | \$6.62 | \$18.36 | |
| RB / Remove blockage from flowline | 8.0 | \$185.60 | \$14.16 | \$4.26 | \$0.00 | \$122.88 | \$326.90 | |
| 2016-611 / Forest Field Road | 8.5 | \$197.35 | \$14.16 | \$4.26 | \$0.00 | \$129.50 | \$345.26 | |
| Sub Total | | | | | | | | |
| | | | | | | | | |
| Grand Total | 8.5 | \$197.35 | \$14.16 | \$4.26 | \$0.00 | \$129.50 | \$345.26 | |





After



Beaufort County Stormwater Utility



Level of Service Plan (LOS)

May 2010 May 2016

Level of Service: Table of Contents

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Level of Service: Executive Summary

The Beaufort County Stormwater Ordinance Section—Chapter 99 requires the Beaufort County Stormwater Utility (BCSWU) to develop and enforce a stormwater management program (SWMP). The Beaufort County Zoning and Development Standards Ordinance—Code of Ordinances Chapter Section—106, Community Development Code, require new development to implement the best management practices (BMPs) which reduce pollutants prior to their discharge into the storm sewer system.

Beaufort County's SWMP is administered by the BCSWU and is funded by the Stormwater Utility Fee. Operations and Maintenance of the County's Stormwater Infrastructure is performed by the Beaufort County Public Works Department Stormwater Operations and Maintenance Section (**PWO**). For clarity, the BCSWU is the funding source for the PWO.

The purpose of this document is to describe the Level of Service (**LOS**) to be carried out by the—Beaufort County Stormwater Utility. Beaufort County Stormwater Department (BCSWD) and the PWO. BCSWD staff perform the administrative functions of the BCSWU. This level of service is defined as a set of standards and services that the community can expect from its stormwater management program.

The goals of this LOS are:

- To provide a set of consistent, equitable standards of service to the citizens of Beaufort County
- To provide an appropriate level of service to maintain the County's stormwater system and ensure it remains serviceable and has minimal negative impact on receiving waters
- To comply with regulatory requirements set forth by the South Carolina DHEC

Furthermore, this document is intended to be a tool to guide the staff of BCSWU-BCSWD and PWO to ensure that they meet the unincorporated County's stormwater management needs while serving the public with a high level of professionalism and consistency. The primary functions of the Departments are addressed in this document. While this document is not intended to be all inclusive, it is the intent that this document should provide guidance for most of the routine situations that the Departments staff encounter. Situations not addressed in this document will and do arise; those will be addressed appropriately on a case by case basis.

Level of Service: Inspection Programs

I. Initial Inventory & Mapping

1. Background

BCSWU is tasked with the operations and maintenance of the drainage system for unincorporated Beaufort County. Prior to the creation of BCSWU, installation of drainage infrastructure was not tracked on a county-wide basis. Knowing the extent and location of the drainage system is critical to monitoring its serviceability, identifying impacts on receiving waters, and allocating resources to maintain and improve the system.

2. Purpose

To locate, describe, assess, and map all structural components of the drainage system. The goal is to produce a comprehensive GIS layer of all drainage infrastructures in Beaufort County to be used for:

- Allocating maintenance and replacement resources
- Pollution source tracing
- Setting routine inspection and maintenance schedules
- Compliance with State and Federal regulations

3. Service Level

- Locating

<u>BCSWU-PWO</u> will actively seek out all man-made drainage networks within unincorporated Beaufort County and as requested by municipalities for inclusion in the drainage system layer. <u>BCSWD staff will coordinate similar efforts with the other political jurisdictions served by the BCSWU.</u>

- Inventory

Components are inventoried and described in the drainage system GIS Database. Drainage networks are inventoried from the first (i.e. upstream) man-made conveyance to the outfall. Items included are both public and private. Inclusion in the inventory map does not obligate the County to maintain any particular item.

- Assessment

As components are entered into the inventory, they will be assessed for structural and functional integrity. Items in need of maintenance will be entered as Service Requests in the Maintenance database for further investigation and/or placement in the maintenance queue.

- Mapping

All items inventoried in the field will be incorporated in the drainage system GIS Geo-Database. Stormwater structures in new developments will be included in the map at the time the digital 'as-built' is submitted.

4. Responsible Party

The BCSWU GIS/MS4 Data/Easement Manager supported by other BCSWU-BCSWD staff

5. References

Beaufort County Stormwater Management Plan, February 2006

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance part Chapter 99

II. Asset Management Inspections

1. Background

Periodic asset management inspections are necessary to assess the serviceability of components of the drainage system and to identify items that need maintenance performed.

Components and structures have a finite service life and degrade over time. Without timely maintenance, portions of the drainage system will fail, impacting water quality and causing flooding, stream degradation, damage to property, and threaten public safety.

2. Purpose

- 1. To maintain and extend the serviceability of the County's drainage infrastructure by proactively inspecting and periodically assessing structural components of the drainage system.
- 2. To protect public safety and water quality by proactively identifying elements of the drainage system in need of maintenance.
- 3. Comply with state and federal regulations.

3. Service Level

Continue to update potential choke points (where blockage can lead to damage to structures) in the drainage system.

At a minimum, <u>BCSWU's PWO's goal</u> is to inspect the structural components of identified drainage system choke points on a quarterly basis.

BCSWU's PWO's goal is to also inspect 20% of the structural components of the drainage system annually exclusive of structures within the County or State roadway right-of-way. All structural components will be inspected at least once every five years.

In the course of the inspection the following will be noted:

- Structures that require routine/preventive maintenance
- Conditions within the drainage system that may negatively impact public health, safety, or nearby property

For structures within the <u>BCSWU's PWO's</u> EOS, the inspector will enter any deficient item into the maintenance master list.

For structures outside the <u>BCSWU's PWO's</u> Extent of Service (EOS), the utility will notify the responsible agency and/or property owner. This notification will be documented and kept on file.

The Beaufort County Public Works Roads and Drainage Sections and South Carolina Department of Transportation (SCDOT) is responsible for inspecting and maintaining drainage structures within their respective rights of way.

4. Responsible Party

Superintendent, Stormwater UtilityRegulatory Section

5. References

Beaufort County Stormwater BMP manual, 2009 2016

Beaufort County Stormwater Management Plan, 2006

Zoning and Development Standards Ordinance, Beaufort County Code of

Ordinances Part-Chapter 106, Community Development Code

-Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99 Stormwater Management Utility Ordinance, Beaufort County Code Part

99.

Community Rating System, Activity 540 Stormwater Maintenance, FEMA

SC DHEC OCRM requirements

III. Service Request

1. Background

Problems with stormwater runoff and/or the performance of the drainage system are often identified by the general public; often the problems directly impact their property. The public may request service from BCSWU_PWO directly, by entering a service request with the Utility_PWO or BCSWD.

2. Purpose

To address specific problems brought to the County by the public involving stormwater drainage, by identifying the cause and working with the property owners, County staff, and others to identify a workable solution that is legal, equitable, and cost effective.

3. Service Level

Service requests come from a variety of sources - called into the <u>UtilityBCSWD</u> or <u>PWO</u>, entered through the SW website <u>or mobile applications</u>, referrals from other County departments, or "walk-ins" from the public.

Service requests will be:

- Documented in the work order system
- If a service request is referred to another agency and/or department, this will be recorded and communicated to the party making the service request
- Identified by stormwater staff from onsite field inspection
- If maintenance (routine or corrective) is appropriate, the service request will be entered into the project/maintenance master list

4. Responsible Party

Administrative Assistant, Infrastructure Section Administrative Assistant, Regulatory Section

5. References

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance Chapter 99
Stormwater Management Utility Ordinance, Beaufort County Code Part 99.

Level of Service: Operations & Maintenance

I. Routine/Preventive Maintenance Program

1. Background

The County's drainage infrastructure requires a minimal amount of periodic maintenance to function as designed. Failure to do so will eventually cause the components of the drainage system to deteriorate, negatively impacting public health and safety, property values, and the environment. As it is more cost effective to proactively maintain the drainage system than to reactively repair failing components and mitigate the damage that these failures may cause, BCSWU-PWO will perform preventive maintenance on non-commercial publicly owned and/or maintained portions of the drainage system on a systematic recurring basis.

2. Purpose

To preserve the serviceability and extend the service life of publicly-maintained critical components of the drainage system through a system of recurring preventive maintenance.

3. Service Level

Detention and retention structures will receive routine maintenance on a recurring, set schedule approved by the Stormwater-Superintendent Manager. Conveyances both open and closed, in the drainage system needing routine maintenance will be identified through a recurring program of periodic asset management inspections. The highest priority of the routine maintenance program is maintaining the serviceability of structures and protecting public health and safety. Maintenance of an aesthetic only nature will be the lowest priority.

i. Detention & Retention Structures (wet & dry ponds)

Detention and retention structures will be maintained to function as designed. Periodic maintenance will include:

- Mowing of embankments
- Removal of undesirable vegetation, especially woody vegetation
- Removal of debris
- Removal of excessive sedimentation
- Repair of embankment erosion
- Repair/replacement of riprap apron

ii. Open Conveyances (channels, swales, and ditches)

Open conveyances within the drainage system will be maintained to function as designed and in a manner that will allow them to convey stormwater effectively. Periodic maintenance will include:

- Mowing
- Removal of debris
- Removal of excessive sedimentation
- Repair/stabilization of channel erosion
- Removal of any obstructions that blocks designed flow.

iii. Closed Conveyances (pipes, inlets, junction boxes, outlets)

Closed conveyances within the drainage system will be maintained to function as designed, with particular attention paid to maintaining both the structural integrity of the conveyances and ability to pass stormwater effectively.

- Removal of obstructions and debris
- Removal of sedimentation
- Repair/replacement of rip rap apron as required

4. Responsible Party

Stormwater Superintendent, Public Works Stormwater UtilityMaintenance and Operations Section

5. References

Beaufort County Stormwater BMP manual, 2009 2016

Beaufort County Stormwater Management Plan, 2006

Beaufort County Code of Ordinances Chapter 106, Community Development

Code Zoning and Development Standards Ordinance, Beaufort County Code Part 106

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99Stormwater Management Utility Ordinance, Beaufort County Code Part

99.

SC Stormwater Management and Sediment Control Handbook for Land Disturbance Activities August 2003

II. Corrective Maintenance Program

1. Background

The components of the County's drainage infrastructure have a limited life expectancy due to numerous factors including erosive flows, corrosion, blockages, etc. Failure of these components can pose a significant threat to public health and safety. Long term problems like flooding, severe erosion, severe sedimentation and environmental degradation may result if components of the drainage system are not repaired and/or replaced in a timely manner. Beaufort County's Stormwater Management Plan (SWMP) identified over 100 modeled road overtoppings and these will be addressed in this program as part of related maintenance program.

2. Purpose

To maintain the serviceability of the County's drainage infrastructure by correcting damaged, degraded, and/or failing components of the publicly-maintained portions drainage system.

3. Service Level

To repair or replace any non-serviceable component of the publicly-maintained portions of the drainage system, thereby returning it to a serviceable condition. Prioritization will be given to corrective maintenance projects that address issues posing a threat to public health and safety or pose a significant risk to damaging receiving waters. BCSWU_PWO_will try to maintain open conveyances for water quality whenever possible.

4. Responsible Party

Stormwater Superintendent, as directed by Public Works Director Public Works Stormwater Operations and Maintenance Section

5. References

Beaufort County Stormwater BMP manual, 2009 2016

Beaufort County Stormwater Management Plan, 2006

Beaufort County Code of Ordinances Chapter 106, Community Development

Code Zoning and Development Standards Ordinance, Beaufort County Code Part 106

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99Stormwater Management Utility Ordinance, Beaufort County Code Part-

99.

III. Retrofit Program

1. Background

Retrofits are structural stormwater management measures for developed watersheds designed to help minimize accelerated channel erosion, reduce peak flows, reduce pollutant loads, and promote conditions for improved aquatic habitat. These best management practices are inserted in an urban/suburban landscape where little or no prior stormwater controls existed.

2. Purpose

The overall objective of retrofitting is to stabilize and repair areas and receiving waters negatively impacted by the effects of stormwater runoff, as well as protect downstream receiving waters that may still be stable and healthy.

3. Service Level

Various control facilities will be evaluated for feasibility of water quality retrofitting prior to any corrective maintenance being performed. If deemed feasible, these facilities, generally ponds, will be added as water quality features corrective maintenance project.

Other retrofits will be examined on a case-by-case basis, considering the following criteria:

- Feasibility
- Ability to reduce volume
- Benefit to the community
- Impact on the receiving waters
- Integration with other watershed improvement activities (i.e. pollutant reductions for larger resources, stream bank stabilization, habitat restoration, etc.)

4. Responsible Party

Stormwater Manager

5. References

Beaufort County Stormwater BMP manual, 2009–2016

Beaufort County Stormwater Management Plan, 2006

Beaufort County Code of Ordinances Chapter 106, Community Development

CodeZoning and Development Standards Ordinance, Beaufort County Code Part 106

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99Stormwater Management Utility Ordinance, Beaufort County Code Part

99.

Illicit Discharge Detection & Elimination

Section Reserved pending SW Permit Requirements

1. Background

Presently Beaufort County does not have a Stormwater Permit. This program will be required when the County receives expected permit.

In 2015, the County was issued a Municipal Separate Stormsewer System (MS4) permit from the South Carolina Department for Health and Environmental Control (DHEC). Minimum Control Measure 3 (MCM3) of the permit pertains to Illicit Discharge Detection & Elimination. County standards and operating procedures are found in the Beaufort County Stormwater Best Management Practices Manual (BMP Manual.)

<u>Currently BCSWU_BCSWD</u> staff will report <u>any observed</u> illicit discharges <u>not within the County's jurisdiction</u> to the <u>respective municipal jurisdiction and/or regional SC DHEC officewhen discovered.</u>

2. Responsible Party

Superintendent, Stormwater Regulatory Section

3. References

Beaufort County Stormwater BMP manual, 2016

Public Education & Outreach

1. Background

Public Education and Outreach <u>is one are two</u> of the six minimum control measures formulated to address the impact of stormwater run-off that <u>will beare</u> required <u>when in the</u> Beaufort County <u>receives its expected Municipal Separate Stormseswer System (MS4)</u> stormwater permit. The objective of this control measure is to focus on water problem areas within <u>the unincorporated</u> Beaufort County jurisdictions, educate the general public and increase pollution prevention awareness. This measure also encourages community participation in both the development and implementation of the stormwater management practices.

2. Purpose

To increase awareness of water resource protection issues with the goal of building public support of local stormwater management programs and to increase public awareness of the general public's role in pollution prevention. BCSWU coordinates programs with the BCSWD and local political jurisdictions in a unified campaign. BCSWU will work and/or contract with local and state partners such as Friends of the Rivers and Clemson Extension Service to utilize various media, especially web based educational workshops and printed material, to communicate relevant water quality messages, while encouraging public involvement and participation on effective best management practices as required and mandated by state and federal requirements.

3. Service Level

BCSWU will actively implement, at minimum, educational and public participation activities. These include:

- Distribution of printed stormwater-related educational materials
- Providing periodic press releases on the County's stormwater management efforts
- Maintenance of the Beaufort County's a Stormwater education / outreach website
- Monthly meetings with a <u>Beaufort County Management Implementation Committee (SWIC)</u> and Stormwater Management Utility Board (SWUB)
- Supporting annual volunteer events like river clean-up and storm drain marking events
- Work closely with the Clemson Master Gardener Program

In addition to these ongoing activities, BCSWU will also:

- Conduct educational presentations to school, church, and/or civic groups
- Make use of public service announcements, direct mailings, and/or other media to promote water quality awareness, as appropriate.

4. Responsible Party

Stormwater Manager

5. References

Beaufort County Stormwater BMP manual, 20162009

Beaufort County Stormwater Management Plan, 2006

Beaufort County Code of Ordinances Chapter106, Community Development

Code Zoning and Development Standards Ordinance, Beaufort County Code Part 106

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99Stormwater Management Utility Ordinance, Beaufort County Code Part 99.

Post Development Programs

I. Development Plan Review

1. Background

Beaufort County Engineering The County's Zoning Department's Staff Review Team (SRT) is tasked with reviewing the Stormwater Management Plans for new development and redevelopment in Beaufort County. Staff from the BCSWD are assigned to the SRT for this role. The plans detail how a given development will address post development stormwater runoff quality and volume impacts resulting from the permanent alteration of the character and hydrology of the land surface, as well as the nonpoint source pollution from land use activities. The majority of technical criteria and standards are adopted by reference through the use of the Beaufort County Stormwater Best Management Practices Manual (BMP). The Beaufort County Stormwater Utility will support efforts by the Engineering Department.

2. Purpose

Ensure that development plans submitted meet the requirements outlined in the Zoning and Development Standards Ordinance Community Development Code and BMP Manual. The ordinance Code and Manual are is designed to protect public health and safety, public and private property and infrastructure, and the environment.

This Ordinance as These policies have a purpose of:

"All development and redevelopment, including highways, shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow"

3. Service Level

BCSWU_BCSWD will work collaboratively with the Engineering Department and site developers to ensure site Stormwater Management Plans are consistent with local, state, and federal regulations, as they relate to stormwater management requirements, prior to approval. It will be the responsibility of the Beaufort County Engineering Department BCSWD to ensure that stormwater infrastructure on a building site is built to the approved plans prior to bond release.

4. Responsible Party

Stormwater Manager & MS4 Coordinator

5. References

Beaufort County Stormwater BMP manual, 20162009

Beaufort County Stormwater Management Plan, 2006

Beaufort County Code of Ordinances Chapter106, Community Development

<u>Code</u>Zoning and Development Standards Ordinance, Beaufort County Code Part 106

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

<u>Chapter 99</u>Stormwater Management Utility Ordinance, Beaufort County Code Part

99.

II. Floodplain Management

1. Background

Development, particularly in a floodplain, alters the hydrology on a given site. If this altered hydrology is not taken into account, floodplains downstream will be affected, potentially causing increased flooding and flood damage. Structures downstream that have not previously experienced flooding may be included in the newly-widened floodplains, putting them at an elevated risk of flooding and requiring property owners to purchase flood insurance at considerable cost.

The BCSWU <u>coordinates with all policital jurisdictions and</u> works closely with the <u>County</u> Building Inspection Department to assist in developing credits for the Community Rating System under National Flood Insurance Program. By gearing the <u>Utilities-BCSWD and municipal</u> inspection programs to FEMA criteria it is hoped that the utility will help to improve the County's classification rating which will result in all flood insurance policy holders receiving reduced premiums.

2. Purpose

The purpose of BCSWU's <u>ongoing</u> efforts in this area will be to earn credits in the following activities:

- Activity 441 Elevation Reference mark Completed
- Activity 450 Stormwater Management
- Activity 540 Stormwater Maintenance

3. Service Level

The BCSWU will provide the following service level in support of floodplain management:

- Stormwater Management Regulations
- Stormwater Management Master Plan
- Erosion and sedimentation control regulations
- Water quality regulations
- Channel and Basin Debris removal
- Stream Dumping regulations
- Choke point inspections

4. Responsible Party

Stormwater Manager, Stormwater <u>Inspector-Inspection Superintendent</u> and Director of Building Codes

5. References

Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance

Chapter 99Stormwater Management Utility Ordinance, Beaufort County Code Part

99. Community Rating System, FEMA

IIIII. Water Quality Monitoring

1. Background

The Beaufort County Stormwater Management Plan called for monitoring efforts by BCSWU. BCSWU also has developed a coordination arrangement with University of South Carolina to support monitoring of feeal coliform in the County and invested in the creation of a Water Quality Lab on the USCB campus. The county contracted with a firm for support on the monitoring efforts proposed in the management plan.

2. Purpose

The purpose of the monitoring program proposed in the management plan was:

- Track water quality trends in areas of the county expecting large increases in impervious surfaces (development). This long-term effort (10 years or longer) will be to determine if the current Best Management Practices (BMP) are protecting our water resources.
- Establish Baseline Water Quality Most of the current water quality impairments are due to Stormwater from development that occurred before the County and Municipalities required BMPs on new development. The Plan identified a number of potential sites to construct regional water quality control facilities. (See retrofit section). Sites were identified to monitor water quality to prioritize sites and establish a baseline to compare with monitoring to be done after construction of water quality control facilities. This data will be collected for 2 to 3 years to establish a baseline. This baseline will be compared to additional monitoring after completion of retrofit projects.
- **Develop Data to Support Water Quality Modeling** The Stormwater Management Plan used a number of models to predict pollutant loading from existing and future development. It identified monitoring recommendations to validate the planning level modeling. This data will also be collected for approximately 3 years to improve future water quality model runs.
- **Determine Effectiveness of BMPs** Current County requirements specify the BMP and sizes needed to mitigate new development. These requirements assume a certain level of effectiveness for these BMP's. One of the most widely used BMPs is wet detention ponds. <u>Infiltration and reuse practices are emerging trends</u>. The plan recommended monitoring on a rotating basis wet detention ponds in the county. It is expected this type of monitoring would be for 1 to 2 years and then moved to another pond.

This has been supplemented with addition fecal coliform monitoring to identify hot spots for additional retrofit and evaluation of various corrective maintenance projects.

3. Service Level

BCSWU currently provides the following level of monitoring efforts:

- 6 trend monitoring stations Ten year horizons
- 9 existing water quality stations Three year horizons
- 2 runoff station will vary locations
- 10 weekly fecal coliform samples—at locations needing investigation.

The BCSWD Regulatory staff perform monitoring and sampling activities on behalf of the County and the City of Beaufort and Town of Port Royal via MOAs. BCSWU coordinates BCSWD activities with the Town of Hilton Head Island and Town of Bluffton. BCSWD monitoring locations, frequencies, and parameters are defined in the USCB MOA and the County Monitoring Plan.

4. Responsible Party

Stormwater Inspection Superintendent

5. References

Beaufort County Stormwater BMP manual, 20162009

Beaufort County Stormwater Management Plan, 2006

<u>Stormwater Management Utility Ordinance, Beaufort County Code of Ordinance Chapter</u> <u>99Stormwater Management Utility Ordinance, Beaufort County Code Part 99.</u>

Utility Administration

1. Background

On September 10, 2001, the Beaufort County Council adopted the Stormwater Management Utility Ordinance (current revision-August 22, 2005 September 28, 2015, Ordinance No.-2005/32 2015/24, Code of Beaufort County, Part 99Beaufort County Code of Ordinances Chapter 99). This ordinance established a "Stormwater Management Utility" for Beaufort County that includes stable, dedicated, and nondiscriminatory funding for its stormwater management responsibilities. The Ordinance was in response to local stormwater management interests to protect Beaufort County's water resources.

The Stormwater Management Utility is primarily funded through a schedule of service charges (fees) upon properties that is directly related to the federally mandated stormwater management program requirements and the program costs imposed by properties throughout the county. Other sources of revenue are the Del Webb Development Agreement Funds, the cost-share initiatives between the county and the municipalities to implement the elements of the SMMP, and the reimbursement from municipalities of any services in kind (construction projects, drainage system maintenance, etc.) provided by the county within the municipality's jurisdiction.

Staff of the BCSWU include the BCSWD's Stormwater Manager, Business Manager, GIS / MS4 Data / Easement Manager, and a partially funded Administrative Support position. The Utility is also supported by several Departments at the County; all of their efforts are coordinated through the Beaufort County Stormwater Utility._

2. Purpose

To describe the responsibilities and service level for the different departments involved in the assessment, collection, management and distribution of the Utility fees, as well as to describe the customer service that the rate payers, County employees, and other citizens can expect to receive from the Beaufort County Stormwater Utility.

Furthermore, to document the manner in which BCSWU systematically account for materials, services, and production to ensure accountability to the citizens of Beaufort County and to maintain the necessary records to document Beaufort County's stormwater management program's compliance with state and federal regulatory requirements.

The BCSWU also oversees the periodic review of rate structures and fees to assure proper funding to all jurisdictions served by the Utility.

3. Service Level

The public can expect that the Utility will legally, ethically, efficiently, and equitably perform all tasks and services outlined in the Utility Ordinance in a courteous and professional manner. Beaufort County's stormwater management program is designed to ensure that Beaufort County

meets all of its state and federally mandated stormwater obligations, while providing a high level of customer service for a minimal fee.

i. Utility Fund Management

The management of the stormwater users' fee is a collaborative effort, requiring interdepartmental efforts of multiple County departments. Responsibilities are broken down as follows:

1. Assessment

The BCSWU is responsible for determining the fee that each property parcel will be charged including parcels within the municipalities with interlocal agreements. The county and each municipality determine their own rate. In 2015, as a result of a comprehensive rate study, several of the participation jurisdictions adopted a new rate structure. In the older rate structure still in place in some jurisdictions, Residential residential parcels receive one of three flat fees; and non-residential parcels are charged based on the number of Single Family Unit (SFU) present on the property. Under the new rate structure, residential properties are still classed as before and the amount of impervious area is still measured and the SFU is determined. However, in addition to the impervious area charge (IA), the gross acreage of the parcel receives a fee as well (GA). Finally, a Per Account administrative charge covers expenses not directly related to the property's improvements. The three fees total the new charge annually. The County also charges a Countywide Infrastructure fee (CWI) to all parcels in the County, including those within municipal limits, for operations and maintenance of the Beaufort County Stormwater system. The BCSWU forwards the assessment data to the Beaufort County Auditor for inclusion on the annual property tax bill. Vacant parcels receive a fee based on a run off factor. Non residential improved parcels receive a fee based on the equivalency of its total impervious surface compared to the average improved single family unit.

2. Credit Program

The Stormwater Utility Adjustment and Credit Manual establishes criteria and a process for the appropriate and effective adjustment of stormwater fees and to account for qualifying activities, practices, and property characteristics that reduce the county's cost of services related to stormwater management. Only non-residential properties are eligible to apply for credits. The BCSWU and Engineering department reviews all applications for credit to determine if they are in compliance with the Credit Manual and the Director of Public Works—Stormwater Manager makes a final determination of eligibility. The manual was updated in 2016 to align with the multiple rate structures adopted in 2015.

3. Collection

The Beaufort County Tax Commissioner is responsible for collecting the user fees. The fees are included on the annual property tax bill as a separate line item. Once collected the fees are deposited in the Stormwater Management Utility Enterprise Fund account. Any billing errors or adjustments are coordinated between the BCSWU staff and the Auditors staff as needed.

4. Enterprise Fund Management

The Beaufort County Finance Department manages and performs accounting procedures required for the Utility's Enterprise Fund.

5. Distribution

The Beaufort County Finance Department distributes revenues to the Beaufort County Stormwater Utility Department (BCSWD) and Public Works Stormwater Operations and Maintenance Section (PWO) and Municipalities so that it can perform the services authorized in the Stormwater Management Utility Ordinance and Interlocal agreements. Annually, the BCSWU staff determine the Management budget for the Utility and present it to the Beaufort County Management Implementation Committee (SWIC). In that presentation, the management fee per SFU of billable account is determined. The management fee is retained by the County for administering the fees and support. The remainder of the fees Ninety-five percent of the fees collected within the municipality are remitted to the municipality and five percent is retained by the county for administering the fees and for administrative support. The BCSWU BCSWD develops its budget annually; it is reviewed by the Stormwater Management Utility Board in conjunction with the BCSWU budget and approved by the County Administrator in conjunction with the Finance Department.

ii. Data Management & Record Retention

Data management is crucial in effectively managing the <u>UtilityBCSWD</u>. All requests for service (i.e. citizen calls, Board/Commissioner calls, etc.) activities related to regulatory compliance, and routine maintenance activities within the <u>BCSWU_BCSWD</u> jurisdiction are entered into a database for quick reference and reporting. By tracking data and developing project summary reports, <u>Stormwater Utility BCSWD</u> can estimate production goals and report on cost of business on an annual basis.

BCSWU-BCSWD will make every effort to collect, manage, and maintain relevant information so that stormwater management activities may be completely and correctly tracked from inception to completion. The data management is important for the purposes of documenting regulatory compliance and to maintain fiscal accountability. At minimum, the following types of projects will be tracked and archived:

- Service requests
- Maintenance projects
- Routine inspections
- Public outreach activities
- Dry weather outfall screenings
- Drainage system inventory and mapping
- Correspondence with state and federal regulatory agencies
- Stormwater management plans reviewed

Wherever appropriate the above data will be maintained in an electronic format and stored in either the <u>BCSWU-County</u> server and/or an appropriate database.

4. Responsible Party

- Assessment Stormwater Business Manager
- Credit program administration Director of Public WorksStormwater Manager
- Collection Beaufort County Tax Commissioner
- Utility fund management <u>Stormwater Manager</u>, <u>Stormwater Business Manager</u>, and Beaufort County CFO
- Internal data management/record retention- Utility Business Manager/ Stormwater

Infrastructure Superintendent

- Easements/Drainage System Maps - Stormwater GIS / MS4 Data / Easement and GIS-Manager

5. References

Stormwater Management Utility Ordinance, Beaufort County Code of

Ordinance Chapter 99Stormwater Management Utility Ordinance, Beaufort

County Code Part 99.

Interlocal Governmental Agreements, 2001 as modified 2005, 2011, 2012, and

2016

Level of Service: Glossary

Note work in Progress - need to check against definitions in other county documents

Accidental discharge means a discharge prohibited by this division which occurs by chance and without planning or thought prior to occurrence.

Appeal means a request for a review of the director of planning/zoning Stormwater Manager or designee's interpretation of any provision of this article.

Applicant means a person submitting a post-development stormwater management application and plan for approval.

Area of special flood hazard is the land subject to a one (1) percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation (including A, A1-30, A-99, AE, AO, AH, and AR on the FHBM or the FIRM), all floodplain and flood prone areas at or below the future conditions flood elevation, and all other flood prone areas as referenced in subsection 3-6-106(d). All streams with a drainage area of one hundred (100) acres or greater shall have the area of special flood hazard delineated.

Base flood elevation means the highest water surface elevation anticipated at any given point during the base flood.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Beaufort County's <u>municipal</u> separate storm sewer system (MS4) and Countywide Infrastructure (CWI) means any facility designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, Beaufort County streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and manmade or altered drainage channels, reservoirs, and other drainage structures, and which is:

- (a) Owned or maintained by unincorporated Beaufort County;
- (b) Not a combined sewer; and
- (c) Not part of a publicly-owned treatment works.

Best Management Practice or BMP means that combination of conservation measures, structures, vegetation or management practices that reduces or avoids adverse impacts of development on adjoining site's land, water, or waterways and water bodies.

Buffer means, with respect to a stream, a natural or enhanced vegetated area lying adjacent to the stream.

Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Clean Water Act means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Community Development Code (CDC): Adopted in 2014 and replaces the former Zoning Development and Subdivision Ordinace (ZDSO),

Construction activity means activities subject to the South Carolina Erosion and Sedimentation Control Act or NPDES General Construction Permits. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Control Measure refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to the waters of the State of South Carolina.

Credit: Credit shall mean a conditional reduction in the amount of a stormwater service charge to an individual property based on the provision and continuing presence of an effectively maintained and operational on-site stormwater system or facility or the provision of a service or activity by property owner, which system, facility, service, or activity reduces the stormwater management utility's cost of providing stormwater services and facilities.

Customers: Customers of the stormwater management utility shall include all persons, properties, and entities served by and/or benefiting from the utility's acquisition, management, maintenance, extension, and improvement of the public stormwater management systems and facilities and regulation of public and private stormwater management systems, facilities, and activities related thereto, and persons, properties, and entities which will ultimately be served or benefited as a result of the stormwater management program.

Detention facility means a detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Developer means a person seeking to build or develop as defined in ZDSO <u>CDC in</u> Chapter 106 of the Beaufort County Code of Ordinances.

Development means any action covered by ZDSO sections 106.5 through 106.8 the CDC.

DHEC – means the South Carolina Department of Health and Environmental Control.

Discharge when used as a qualifier, refers to the "discharge of a pollutant", as defined in

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40 CFR Part 122.2.

Discharge related activities includes activities which cause, contribute to, or result in storm water point source pollutant discharge; and measures to control storm water discharges, including the siting, construction and operation of BMPs to control, reduce or prevent storm water pollution.

Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

EPA means the United States Environmental Protection Agency.

Erosion and sedimentation control plan means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

FEMA means the Federal Emergency Management Agency.

Flood insurance rate map or FIRM means an official maps created and maintained by the by the Federal Insurance Administration dated May 16, 2006, delineating the areas of special flood hazard and/or risk premium zones applicable to the community. Such FIRM as relates to property located within Beaufort County is incorporated by this reference as if fully set forth herein.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flooding means a volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Floodplain means any land area susceptible to flooding, which would have at least a one (1) percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown on the current land use plan; i.e., the regulatory flood.

Future-conditions flood elevation means the flood standard equal to or higher than the base flood elevation. The future-conditions flood elevation is defined as the highest water surface anticipated at any given point during the future-conditions flood.

Future-conditions floodplain means any land area susceptible to flooding by the future conditions flood.

Future-conditions hydrology means the flood discharges associated with projected land use conditions based on a community's zoning map, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of flood detention

structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Green space or open *space* means permanently protected areas of the site that are preserved in a natural state.

Gross Area charge (GA): The 2015 Rate Study noted that fact that years of monitoring data indicated a trend of water pollution problems in receiving waters from runoff from undeveloped parcels as well as developed areas. This lead the BCSWU to the conclusion that all land, regardless of improvements upon it, contribute to water pollution, either from natural sources or man-made. Therefore, the Rate Study recommended a Gross Area component of the Stormwater utility fee.

Illegal connection means either of the following:

- (a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or
- (b) Any pipe, open channel, drain or conveyance connected to Beaufort County's separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit Discharge is defined in 40 CFR Part 122.26(b)(2) <u>and the BMP Manual</u> as any discharge to a drainage system that is not entirely composed of storm water, except those discharges authorized under a NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire--fighting activities.

Impervious cover means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Impervious unit (SFU) or Impervious Area Charge (IA): Given the direct and primary relationship between stormwater runoff and imperviousness, an impervious unit is defined to serve as one of two a common reference point variables for comparing various properties and attaining an equitable distribution of the cost of services and facilities through a stormwater management service charge. The impervious unit in Beaufort County has been determined through engineering analyses to be represented by the average area of imperviousness of the developed single-family residential parcels of record in 2005 in Beaufort County. The unit has been determined to be four thousand nine hundred six (4,906) square feet of impervious area. The unit of four thousand nine hundred six (4,906) square feet of impervious area is herein after referred to as the impervious unit (SFU) and is the metric that shall be used to determine and compute a portion of the service charge for all properties within Beaufort County.

Impervious: Impervious means not allowing the passage of water through the surface of the ground or ground covering or a substantial reduction in the capacity for water to pass through the surface of the ground or ground covering as it would under natural conditions. The following

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types of surfaces will be considered "impervious" for purposes of this chapter: the vertical projected area of buildings; asphalt, concrete, brick or stone paved areas; improved vehicular drives and parking areas; compacted gravel surfaces; fabric or plastic coverings; and other surfaces that prevent or impede the natural infiltration of stormwater runoff or that change the hydrologic response of the property that existed prior to development.

Industrial activity means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).

Industrial stormwater permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration means the passage or movement of water through the soil profile.

Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land disturbance means any land or vegetation changes, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, that do not involve construction, paving or any other installation of impervious cover.

Maximum Extent Practicable (MEP) means the reduction of the discharge of pollutants from a municipal separate storm sewer system using a combination of best management practices, control techniques, system design and engineering methods, and such other provisions as described in the Storm Water Management Program.

Maximum Extent Technically Feasible (METF) means the reduction of excess volume from all storms below the 95th percentile (1.95 inch) and that excess from a 1.95 inch storm when there are larger rainfall events.

MS4 means municipal separate storm sewer system – used in lieu of drainage system.

Municipal Separate Storm Sewer System or MS4 means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, owned or operated by a municipality or other public body, designed or used for collecting or conveying stormwater runoff and is not a combined sewer or part of a Publicly Owned Treatment Works.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit means a permit issued by the South Carolina DHEC under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Nonstructural stormwater management practice or nonstructural practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and green space areas, overland flow filtration areas, natural depressions, and vegetated channels.

Notice of Intent (NOI or GANOI) is the mechanism used to register for coverage under a NPDES general permit.

NPDES or *National Pollutant Discharge Elimination System* is the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under Sections 307, 402, 318, and 405 of the CWA.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Outfall means the point where a municipal separate storm sewer discharges to waters of the State.

Point Source means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged into the waters of the State of South Carolina. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

Pollution means the contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Program or *SWMP* means the Storm Water Management Program required to be developed under the terms and conditions of this permit to manage the quality of stormwater discharged from a MS4.

Protection area or *stream protection area* means, with respect to a stream, the combined areas of all required buffers and setbacks applicable to such stream.

Redevelopment means any expansion, addition or replacement of more than 5,000 square feet or 15 percent, whichever is less, of impervious surface area on an already developed site.

Regional stormwater management facility or regional facility means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Riparian means belonging or related to the bank of a tidal water or wetland, stream, lake, pond or impoundment.

Service charges: Service charges shall mean the periodic rate, fee, or charge applicable to a parcel of land, which charge shall be reflective of the service provided by the Beaufort County Stormwater Management Utility (BCSWU). Service charges are based on measurable parameters which influence the stormwater management utility's cost of providing services and facilities, with one of the most important factor being the amount of impervious area on each parcel of land. The use of impervious area as a service charge rate parameter shall not preclude the use of other parameters, or the grouping of properties having similar characteristics through the use of ranges or rounding up or down to a consistent numerical interval, or the use of flat-rate charges for one or more classes of similarly-situated properties whose impact on the stormwater management utility's cost of providing stormwater management services and facilities is relatively consistent. In 2015, the Rate Study recommended a Gross Area charge (GA), and fixed administrative fee. Stormwater service charges may also include special charges to the owners of particular properties for services or facilities uniquely related to stormwater management of that property, including but not limited to charges for development plan review, inspection of development projects and on-site stormwater control systems, and enhanced level of stormwater services above those normally provided by the county.

Site means the parcel of land being developed, or the portion thereof on which the development project is located.

State waters see Waters of the State

Stormwater management systems means all stormwater control infrastructure within a development or redevelopment.

Stormwater runoff or stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Storm Water Discharge Associated with Industrial Activity means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas of an industrial plant.

Stream bank means the sloping land that contains the stream channel and the normal flows of the stream.

Stream channel means the portion of a watercourse that contains the base flow of the stream.

Stream means any stream, beginning at:

- (1) The location of a spring, seep, or groundwater outflow that sustains stream flow; or
- (2) A point in the stream channel with a drainage area of twenty-five (25) acres or more; or
- (3) Where evidence indicates the presence of a stream in drainage area of other than twenty-five (25) acres, Beaufort County may require field studies to verify the existence of a stream.

Structural stormwater control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

Structure means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

Subdivision means The the division or redivision of a lot, tract, or parcel of land, by any means, including by means of a plan or a description by metes and bounds, into two or more lots, tracts, parcels or other divisions of land, for the purpose, whether immediate or future, of lease, of the transfer of ownership or of building development.

Subdivision, major means a subdivision of land into five or more lots.

Subdivision, minor means a subdivision of four or fewer lots.

Subdivision regulations means articles II, III, XII, and XIII of this chapter is defined in the Community Development Code (CDC) in Chapter 106 of the Beaufort County Code of Ordinances.

Subdivision, rural means a subdivision of land in the rural areas that allows a land owner to subdivide with less review than the standard subdivision process. Depending on the size of the land proposed for subdivision, and other requirements, a landowner is permitted up to four subdivisions, not including a residual lot. See-section 106-2539 the CDC.

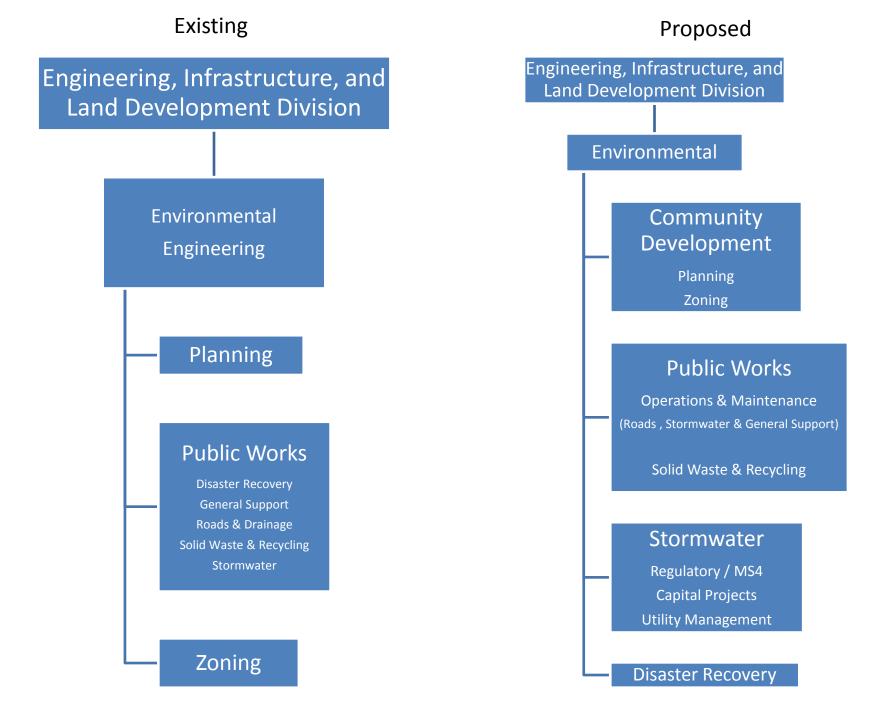
Undeveloped land: Land in an unaltered natural state or land that has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have no pavement, asphalt, or compacted gravel surfaces or structures that create an impervious surface that would prevent infiltration of stormwater or cause stormwater to collect, concentrate, or flow in a manner materially different than that which would occur if the land was in an unaltered natural state.

Variance is a grant of relief from the requirements of this article which permits construction in a manner otherwise prohibited by this article.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certificates, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

Waters of the State means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, wetlands, wet weather streams, and all other bodies of surface or subsurface water, including any waters which are subject to the ebb and flow of the ocean tides, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Watershed means the total or partial drainage area contributing stormwater runoff to a single point.



Beaufort County Stormwater

Utility



Extent of Service Plan (EOS)

May 2010 May 2016

Executive Summary:

The purpose of this document is to establish an extent of service to identify stormwater infrastructure that will be maintained at the County expense in general and the Stormwater Utility and Public Works Departments in particular.

Beaufort County established a Stormwater Utility in 2001 for the purpose of:

".. managing, acquiring, constructing, protecting, operating, maintaining, enhancing, controlling, and regulating the use of stormwater drainage systems in the County" 2005–2015 Stormwater Ordinance.

To accomplish this, the County in cooperation with the County's municipalities developed a Storm Water Management Program (SWMP) in 2006. In 2015, the County was issued a Municipal Separate Stormsewer System (MS4) permit from the South Carolina Department for Health and Environmental Control (DHEC). The MS4 permit prompted a need to revise the SWMP and increase funding levels. As part of the adoption of a five year plan and Utility fee rate increase, the County has committed to expand the Extent of Service provided to the Community.

Beaufort County's SWMP is administered by the Beaufort County Stormwater Utility (BCSWU) and is funded by the Stormwater Utility Fee. Operations and Maintenance of the County's Stormwater Infrastructure is performed by the Beaufort County Public Works Department Stormwater Operations and Maintenance Section (PWO). Regulatory functions associated with the MS4 program are performed by the Beaufort County Stormwater Department (BCSWD). The BCSWU functions are performed by staff within the BCSWD. For clarity, the BCSWU is the funding source for the BCSWS and BCSWD.

BCSWU PWO will inventory and provide operational and maintenance service that are:

- In unincorporated Beaufort County and
- Outside of the State road right-of-way. South Carolina Department of Transportation (SCDOT) will be responsible for maintenance of all of the elements inside the State road right-of-way. Outfalls associated with State road right-of-way will receive County service when it is determined that the outfall serves both right-of-way and properties of BCSWU customers.
- Not on commercial property
- Not inside gated communities or other communities not accepted for maintenance. South Carolina Department of Transportation (SCDOT) will be responsible for maintenance of all of the elements inside the State road right of way and associated outfalls not transferred to and accepted by the County

Introduction:

Beaufort County is over 732 923 square miles of which nearly 50% is marsh and open water. Precipitation falls on all of it from time to time resulting in stormwater runoff from the upland. All of this runoff eventually ends up in ponds, wetlands, marshes or tidal creeks which are all waters of the State. As areas are developed, the amount of area covered in impervious surfaces (roofs, asphalt, concrete, etc) increase, directly contributing to an increase in both volume and rate of runoff. Much of this runoff is conveyed through a variety of man-made structures designed to carry runoff away from developed areas to prevent flooding. The increased volume

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and rate can cause adverse effects to receiving waters by leading to increased erosion, dilution of salinity in tidal creeks and habitat degradation. Stormwater runoff picks up pollutants from a variety of sources and carries them to the receiving waters, thereby contaminating them. The most common impairment in Beaufort County is <u>bacteria</u>, <u>resulting in</u> the closure of shellfish harvesting areas.

It is this infrastructure network, the water it conveys, and the impact this water has immediately downstream that has to be managed to prevent flooding, water pollution, environmental degradation, and preserve public health and safety.

The Beaufort County Council created the Stormwater Utility-(<u>and Stormwater Department and Stormwater Operations and Maintenance Section, formerly Infrastructure Section)</u> to effectively and efficiently manage stormwater runoff and "activities necessary to ensure the public safety, protect private and public properties and habitat, and enhance the natural environment and waters of the County." (Ordinance-2005/32 2015/24)

From an operations and maintenance standpoint, it is necessary to define the extent of the stormwater infrastructure system in order to:

- Inventory and map the system for management and regulatory purposes
- Allocate sufficient resources and manpower to manage the system
- Avoid duplication of effort with other jurisdictions, agencies, and departments

BCSWU_BCSWD defines its area of responsibility according to the various categories of property types in unincorporated county. Please see Table 1 for details.

Additionally, <u>BCSWU BCSWD</u> will make efforts to collaborate with citizens to resolve drainage issues in areas directly impacted (i.e. downstream) by stormwater off public property, in some cases doing work on private property on a case by case <u>basis</u> <u>based</u> on a <u>quantitative</u> and <u>qualitative</u> evaluation. In these situations, approval must be given in writing by both the property owner and the <u>Director of Public Works</u> Stormwater Manager.

Definitions:

Best Management Practice (BMP): means that combination of conservation measures, structures, vegetation or management practices, that reduces or avoids adverse impacts of development on adjoining site's land, water, or waterways and water bodies.

Illegal Connection: any unauthorized, man-made conveyance connecting a discharge directly to a municipal separate storm sewer.

Illicit Discharge: a discharge to the County drainage system that is not entirely composed of stormwater, unless the permit is authorized under a NPDES permit or is related to fire fighting activities.

Drainage System: conveyance or system conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, owned or operated by a municipality or other public body, designed or used for collecting or conveying storm water runoff and is not a combined sewer or part of a Publicly Owned Treatment Works.

Outfall: point where a municipal separate storm sewer discharges to waters of the State.

Outfall System: stormwater conveyance system leading from roads or other public property to the outfall point

Stormwater: stormwater runoff, snow melt runoff, and surface runoff and drainage.

Waters of the State: any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, wetlands, marshes, wet weather streams, and all other bodies of surface and subsurface water, including any water which is subject to the ebb and flow of ocean tides, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Table 1.
Extent of Service- Operations & Maintenance
Unincorporated Beaufort County

(Incorporated Beaufort County- see below)

| Category | Inventory | Routine | Routine. | Corrective | Retrofitting |
|--------------|-----------|------------|-------------|-------------|--------------|
| | | Inspection | Maintenance | Maintenance | Improvement |
| Residential | | | | | |
| Property | | | | | |
| Within | Y | Y | Y | Y | Y |
| Easement | | | | | |
| Outside of | Y | Y | N* | N* | N* |
| Easement | | | | | |
| Gated | Y | Y | N | N | N |
| Community | | | | | |
| Unaccepted | Y | Y | N* | N* | N* |
| Developments | | | | | |
| Private Non | | | | | |
| Residential | | | | | |
| Commercial | Y | Y | N* | N* | N* |
| Property | | | | | |
| Industrial | Y | Y | N* | N* | N* |
| Property | | | | | |
| Agricultural | Y | Y | N** | N** | N** |
| Property | | | | | |
| Public | | | | | |
| Property | | | | | |
| County Road | Y | N*** | N*** | N*** | N*** |

| ROW | | | | | |
|--------------|---|---|-------|-------|-------|
| State Road | Y | N | N**** | N**** | N**** |
| ROW | | | | | |
| Railroad | Y | Y | N**** | N**** | N**** |
| ROW | | | | | |
| State Waters | N | N | N | N | N |

^{* =} except in situations where stormwater from a public property (including ROW) is impacting property and an easement obtained has been obtained

**** = where county has installed infrastructure with an encroachment permit Service in Municipalities (incorporated county) will be only on a reimbursable basis per current intergovernmental agreements (IGA's)

Beaufort County Public Works and Stormwater Utility Department Goals are to:

- Inventory all components of the Drainage System in unincorporated Beaufort County outside of the state DOT right-of-way
- Inspect and assess all components of the drainage system in unincorporated Beaufort County outside of state DOT right-of-way
- Perform routine and corrective maintenance on all components of the drainage system in unincorporated Beaufort County that are publicly-owned and/or operated
- Perform routine and corrective maintenance on all components of the drainage system in unincorporated Beaufort County that are on private property and are within an easement dedicated to Beaufort County and receive drainage directly from public property and/or dedicated easements

Beaufort County <u>Public Works</u> Stormwater <u>Utility Operations and Maintenance Section</u> may:

- Perform retrofitting and/or structural improvements to components of the drainage system that are located on publicly-owned property
- Perform retrofitting and/or structural improvements to components of the drainage system that are on private property, provided the property is within a dedicated easement and/or receive drainage directly from public property and/or dedicated easements
- -Inventory components of the drainage system in unincorporated Beaufort County within the County rights-of-way, in coordination with Beaufort County Public Works Roads and Drainage Sections
- -Perform work on property within the Beaufort County rights-of-way as directed by the Public Works Director <u>and Stormwater Manager</u>

Beaufort County Public Works Stormwater Utility Maintenance and Operations Section will not:

- Perform work on residential private property that is not within an easement dedicated to Beaufort County and/or does not receive drainage directly from public property and/or dedicated easements

^{** =} except where agreements are established

^{*** =} except in residential subdivisions and/or in coordination/support of BCPW Roads and Drainage Sections

- Perform work in State Waters (beyond the critical line unless approved by DHEC/OCRM)
- Perform work on components of the drainage system that are located on commercial and/or industrial property unless they are within an easement previously dedicated to Beaufort County
- Perform work on public property other than general fund county property in unincorporated Beaufort County
- Perform unreimbursed work on property within the SCDOT right-of-way, except on infrastructure installed by BC Beaufort County with an encroachment permit.
- Perform unreimbursed work on municipal drainage systems, unless agreed upon as part of a Job Order request prior to work beginning

Operations & Maintenance: Drainage system within the County road Rights-of-Way (ROW)

Maintenance within County ROW, for unpaved roads, normally is the responsibility of the Roads and Drainage Sections. However, the <u>BCSWU-PWO</u> may provide assistance as directed by the Public Works Director.

Maintenance within County ROW on paved roads will be divided as follows:

- Routine moving Roads and Drainage Sections
- Routine blockage removal Roads and Drainage Sections
- Routine cleaning of catch basins and pipes BCSWU PWO
- Major Corrective maintenance BCSWU PWO

Operations & Maintenance: Drainage System outside of the County ROW

For all stormwater infrastructures:

- Outside of the ROW (County and State) and
- Within a dedicated county easement

BCSWU PWO assumes responsibility for:

- Inventorying
- Routine, periodic inspection
- Inspection in response to citizens' request
- Preventive maintenance
- Corrective maintenance
- Retrofitting and improving (as necessary)

BCSWU_PWO will provide these services from the edge of the County/State ROW to point 25ft downstream of the last man-made structure (i.e. outfall). Inspections may be carried out further downstream, as necessary, to determine downstream impact. It will be State DOT's responsibility to construct necessary outfalls to transfer ROW stormwater to the primary drainage system and transfer easement to county for maintenance. If it is determined by the Stormwater Manager that BCSWU customers contribute to stormwater runoff entering this

portion of the drainage system, the County may elect to construct necessary outfalls to transfer ROW stormwater to the primary drainage system and secure easements for maintenance.

Operations & Maintenance: Stormwater Management outside of the Drainage system

Work in and around State Waters

State Waters are outside of the jurisdiction and the regulatory mandate of Beaufort County. State Waters are administered through the SC DHEC/OCRM and are protected by both a 50' 60' local stream buffer (increased from 50' in 2014) and a State Critical Line determination. County work on stormwater infrastructure is exempted from the local buffer, as maintenance to the stormwater system is considered an "activity to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat". BCSWU_PWO_will not carry out work beyond the State Critical line unless the work is approved by OCRM, except in emergency situations where public safety is endangered.

In accordance with the Clean Water Act, no work shall be done in a state blue line channel/stream Waters of the United States without a permit from the Army Corps of Engineers. Streams are outside of the County's jurisdiction; however work to mitigate the effects of increased runoff from impervious on receiving water may be necessary from time to time. BCSWU-PWO will do no work within stream channel without the appropriate USACE/OCRM permit and or approval, except for emergency situations where public safety is endangered.

Private Property

Inspections on Private Property

Beaufort Code, Sec. 99-107(a)

"All property owners and developers of real property to be developed within the unincorporated portions of Beaufort County shall provide, manage, maintain, and operate on-site stormwater systems and facilities sufficient to collect, convey, detain, control, and discharge stormwater in a safe manner consistent with all county development regulations and the laws of the State of South Carolina and the United States of America, except in cases when the property is located within an incorporated city or town subject to an interlocal governmental agreement with the county for stormwater management and the city or town has regulations that are more stringent than the county, in which case the city's or town's development regulations shall apply. Any failure to meet this obligation shall constitute a nuisance and be subject to an abatement action filed by the county in a court of competent jurisdiction. In the event a public nuisance is found by the court to exist, which the owner fails to properly abate within such reasonable time as allowed by the court, the county may enter upon the property and cause such work as is reasonably necessary to be performed, with the actual cost thereof charged to the owner in the same manner as a stormwater service fee as provided for in this article".

Beaufort Code, Sec. 106-2856 (e) Community Development Code, Article 5, Division 5.12.40 "Additionally, the—The county has the right to enter, enforce maintenance and/or cause maintenance of any stormwater management facility, either privately of publicly owned".

The County has the right to inspect any part of stormwater infrastructure system, regardless of ownership, and has a regulatory obligation under the Stormwater <u>Ordinance</u> and <u>Zoning and Development Standard Ordinances Community Development Code</u> to do so. The purpose of these inspections is to ensure the all elements of the stormwater infrastructure system are functioning as designed and do not pose a risk to public health and/or safety.

In situations where inspections have determined that part of the system has not been maintained and/or becomes a danger to public safety or public health, Beaufort County shall notify the responsible party specified in the inspection and maintenance agreement by registered or certified mail.

Maintenance on Private Property

Beaufort Code, Sec. 99-104 (b)

"Operation, maintenance, and/or improvement of stormwater systems and facilities which are located on private property or public property not owned by Beaufort County and for which there has been no public dedication of such systems and facilities for operation, maintenance, monitoring, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner, except as that responsibility may be otherwise affected by the laws of the State of South Carolina and the United States of America."

BCSWU-PWO may address issues that occur on private property caused by direct runoff from adjacent County-owned property, (i.e. public streets, rights-of-way, and easements). All other maintenance work on private property for which there has been no public dedication for operations and maintenance (i.e. easement) will only be conducted with the approval of the property owner, the Public Works Director Stormwater Manager, and County Administrator.

In situations where property owners have failed to correct a violation of the design standards or maintenance requirements on a BMP by performing the necessary work to place the facility or practice in proper working condition, Beaufort County may perform the corrective maintenance and assess the owner(s) of the facility for the cost of repair work.

Prescriptive Easements

There exist many ditches and other stormwater infrastructure within the County that PWO has performed routine maintenance for many years. However, the County does not have a legally recorded easement for the system. In these cases, the County commonly states that they may have a "prescriptive easement". According to State law, the County can file a claim to an easement in court due to the historic, ongoing maintenance provided by the County. If granted, the County would obtain the easement via "prescriptive rights".

Where the County has prescriptive easements historically maintained a system, the County will continue to maintain the system as if the easement was in place. In the event a property owner denies the County the right to access and maintain the system and/or unwilling to grant an easement when requested by the County, the County may elect to abandon any rights to an easement and will no longer maintain the stormwater system.

Dedication of Private Stormwater Infrastructure to the County

<u>Privately owned and operated stormwater infrastructure systems on private property may be</u> considered by the County for acceptance into the Public stormwater infrastructure system if:

- 1) A significant nexus can be made between the proper functioning of the system and the potential for harm to the Public's health, safety, and welfare, meaning lack of function could harm health, cause loss of life, or damage improvements on the property, and
- 2) The system serves six (6) or more properties OR the County or State contributes to the system via ROW runoff or other public properties; and
- 3) The properties owners adjacent and/or having the infrastructure on their property convey easement for access and maintenance to the County.

Evaluation of dedication requests will be conducted by the Stormwater Manager. Appeals on decisions can be made to the County Administrator.

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Illicit Discharge Detection & Elimination

Section Reserved pending receipt of SW Permit and ordinance changes.

In 2015, the County was issued a Municipal Separate Stormsewer System (MS4) permit from the South Carolina Department for Health and Environmental Control (DHEC). Minimum Control Measure 3 (MCM3) of the permit pertains to Illicit Discharge Detection & Elimination. County standards and operating procedures are found in the Beaufort County Stormwater Best Management Practices Manual (BMP Manual.)

BCSWU-BCSWD will report any observed illicit discharge <u>not within the County's jurisdiction</u> to the respective municipal jurisdiction and/or Regional DHEC office.

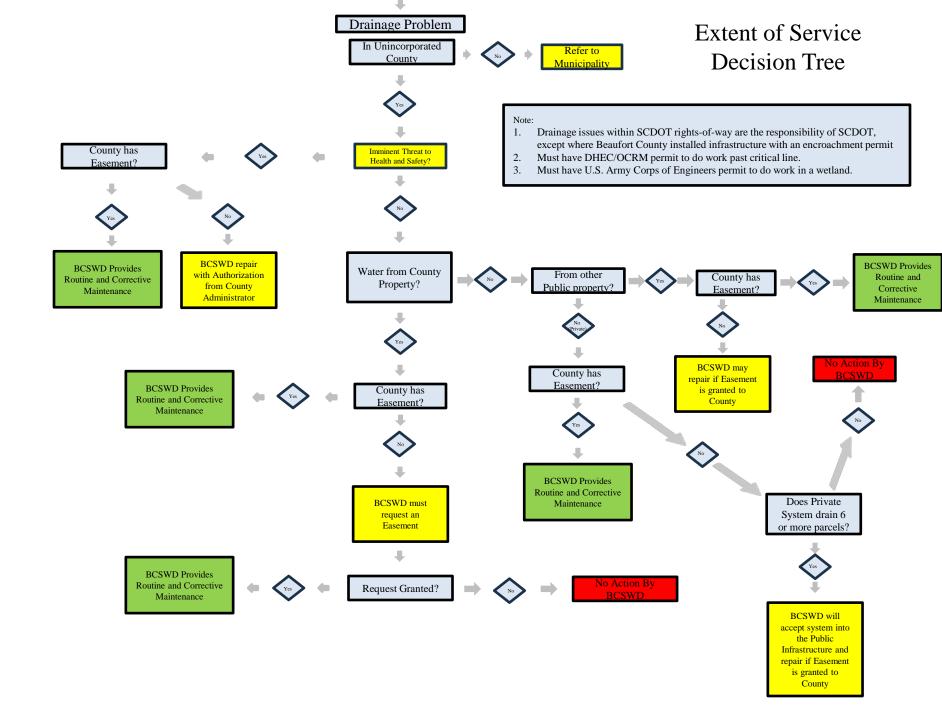
Extent of Service for Other SWMP Programs

BCSWU-BCSWD will continue to provide other services relevant to implementing the County's stormwater management plan and enhance the natural environment and waters of the County, including:

- Public education about stormwater issues
- Public participation opportunities to allow citizen input on stormwater management decisions
- Water quality monitoring programs

- Capital improvement projects necessary to maintain the drainage system and mitigate the negative effects of stormwater runoff and;
- Any other activities necessary to protect the public good from negative effects of stormwater runoff, as determined by the County Administrator—Stormwater Manager, and recommended by the Stormwater Management Utility Board, and approved by the County Administrator and/or the County Council.

These projects and activities may be done by the Beaufort County Public Works Stormwater Operations and Maintenance Section alone or in partnership / agreement with the BCSWU, other public agencies, or private parties.



A STORMWATER MANAGEMENT AND UTILITY AGREEMENT

BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

DATED: 8/22/2011

THE TOWN OF BLUFFTON, SOUTH CAROLINA

DATED: 8 24 11___

THE TOWN OF PORT ROYAL, SOUTH CAROLINA

DATED: <u>6-26-12</u>

THE CITY OF BEAUFORT, SOUTH CAROLINA

DATED: <u>Aug. 14, 2012</u>

Comment [LE1]: Review "Legend"
Green Highlights are items that are edited to make
the document applicable to one Town or the City.

Underlined, Black Text done without "track changes" include wording that one or more of the municipalities had in their current document but others did not. I did not see these items as controversial and likely language all would agree to for the newer IGAs.

In a few instances, the wording of a paragraph is very slightly different between versions, yet the intent was unchanged. I selected the wording of the majority and did not even mark it for clarification.

You will see a few instances when the versions between municipalities was so great that I repeated the section twice to illustrate the differences. In most cases, I recommended language in the "strike-through/underlined "track changes" to make the language uniform for all four parties.

The traditional text strikethrough / underline are my suggestions for the current update being proposed.

E.

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WHEREAS, this Agreement is made on this ____ day of ______, 2011_2016, by and between Beaufort County, South Carolina, and the Town of Hilton Head Island / Town of Bluffton / Town of Port Royal / City of Beaufort, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town / City in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Hilton Head Island / Town of Bluffton / Town of Port Royal / City of Beaufort, South Carolina, shall be known as the "Stormwater Management and Utility Agreement Between Beaufort County, South Carolina, and the Town of Hilton Head Island / Town of Bluffton / Town of Port Royal / City of Beaufort, South Carolina."

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town / City with respect to the establishment, administration and operation of the Beaufort County Stormwater Utility, which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;
- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,

(h) Enhancement of water quality.

1.02 References to County Ordinances: This Agreement hereby incorporates by reference

Beaufort County, South Carolina, Ordinances 2005 33, 2008 29, and 2009 21 2015-24 regarding

the establishment of a Stormwater Utility. The Beaufort County Stormwater Implementation

Committee (SWIC) will review this Agreement for any needed revisions upon future

amendments to Chapter 99 of the County Ordinance. Amendments to Chapter 99 shall become

binding to this Agreement upon SWIC review and revisions to this Agreement, if deemed

necessary. In the case of any conflict between the provisions of the Ordinances and this

Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 Definitions: When used in this "Stormwater Management and Utility Agreement

between Beaufort County, South Carolina, and the Town of Hilton Head Island / Town of

Bluffton / Town of Port Royal / City of Beaufort, South Carolina," the following words shall

have the meanings set forth in this Article 2:

2.01 Agreement: This Stormwater Management and Utility Agreement between Beaufort

County, South Carolina, and the Town of Hilton Head Island / Town of Bluffton / Town of Port

Royal / City of Beaufort, South Carolina.

2.02 *County:* Beaufort County, South Carolina.

2.03 County Wide Stormwater Management Study (and Implementation Guide): The study

conducted by the County to determine the drainage infrastructure and maintenance needs within

the various watersheds within the County. This became the Beaufort County Stormwater Master

Plan dated February 20, 2006. In 2016, the County and Town of Hilton Head Island / Town of

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Bluffton / Town of Port Royal / City of Beaufort entered into agreement to update the Master Plan, said document being referred to as the "Beaufort County Stormwater Management Implementation Guide". Future amendments of the Plan/Guide shall be incorporated by reference once agreed upon by the Beaufort County Stormwater Implementation Committee (SWIC).

2.04 Cost of Service Analysis and Rate Study: The study was conducted by the County and Town / City which was adopted by County Council on August 22, 2005-August 24, 2015 and submitted by the Study consultant to the Town of Hilton Head Island / Town of Blufton / Town of Port Royal / City of Beaufor on 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. 48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.05_Stormwater Utility User Fees: Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an administrative fee, depending on the applicable Utility Rate Structure, as pursuant to the provisions of the Beaufort County Ordinance listed in Section 1.02.

<u>2.06 Stormwater Utility User Fee; Single Family Unit Rate (SFU).</u> Per "Option A" of the 2015 Utility Rate Study, The—the single-family unit fee rate shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within Beaufort County. The representative value will be 4,906 square feet-

2.07 Stormwater Utility User Fee; Administrative fee. For "Option A" rate structures, the

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Administrative fee is a portion of the SFU and determined per Section 4.01 of this Agreement.

Per "Option C or E" of the 2015 Utility Rate Study, the Administrative fee is a fixed cost per billable account and includes costs to the Utility not directly applicable to the improvements of the property, such as administrative costs, public education and outreach, and water quality monitoring. For "Option C or E" rate structures, the Administrative fee is determined per Section 4.01 of this Agreement.

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2.08 Stormwater Utility User Fee; Countywide Infrastructure Fee (CWI). Per the 2015 Utility Rate Study, the countywide infrastructure fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to each Town / City for the operation and maintenance cost of the county owned infrastructure defined in Section 5.07, collected and paid directly to the County.

2.09 Stormwater Utility User Fee; Gross Area fee (GA). Per "Option C or E" of the 2015

<u>Utility Rate Study</u>, the Gross Area fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

2.10 Stormwater Utility User Fee; Impervious Area fee (IA). Per "Option C or E" of the 2015

Utility Rate Study, the Impervious Area fee is based on impervious area measurements

calculated in the same manner as the SFU.

2.062.11 NPDES: The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.072.12 Public Stormwater: Stormwater runoff which is conveyed through a public

drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.082.13 Stormwater Infrastructure: Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry public stormwater.

2.092.14 Stormwater Management: Control of storm and surface water, erosion, stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.092.15 Stormwater Management Plan: The plan(s) developed by the County and Fown/City that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.10 Stormwater Utility User Fees: Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater

programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or the vacant/undeveloped land category, as pursuant to the provisions of Beaufort County Ordinance 2005 33.

2.112.16 Stormwater Utility: The administrative organization—section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other governmental bodies; and for administering and managing Stormwater Management throughout Beaufort County.

2.122.17 Town / City: Town of Hilton Head Island / Town of Bluffton / Town of Port Royal / City of Beaufort, South Carolina.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date of the execution hereof Agreement is signed by both the Town/City and the County, whichever comes last.

3.02 Periodic Review of this Agreement: The Beaufort County Stormwater Management Plan Implementation Committee (SWIC) shall conduct periodic review of this Agreement to insure that it remains current with the state of the art stormwater management and practices applicable to coastal areas and shall provide recommendations for updates to the agreement if necessary.

3.03 Extension of this Agreement: The term of this Agreement may be extended at any time

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by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Article 3.01 above.

3.04 *Termination of this Agreement:* This Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town / City, shall immediately end.

3.06 Conveyance of Assets: Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town / City all of its right, title and interest in any Stormwater Infrastructure, including any stormwater easements, within the municipal limits of the Town / City. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise known as Countywide Infrastructure, CWI, as defined in Section 5.07) within the limits of the Town / City.

3.07 Rebate of User Fees: Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town / City any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town / City Limits.

ARTICLE 4 - FINANCE AND FUNDING

4.00 Financial and Funding Relationship: The Town / City shall provide the County

with its Stormwater Utility User Fee collection—Rate for its upcoming fiscal year prior to August 45—June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town / City Manager.

(For Town of Hilton Head, Town of Port Royal, and City of Beaufort)

The Town / City shall also provide to the County an annual report of its stormwater fee expenditures for each fiscal year. This report shall be delivered by September 1 each year this Agreement is in effect.

(For the Town of Bluffton)

In the event the Town fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. If requested by the County, the Town shall also provide to the County an annual report of its stormwater fee expenditures for each fiscal year.

In the event the Town/City fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. The Town / City shall also provide to the County an annual report of its stormwater fee expenditures from the previous fiscal year. This report shall be delivered by September 30, or as soon as the previous fiscal year's financial records are complete, each year this Agreement is in effect.

4.01 *Use of Revenue:* In accordance with the provisions of S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town / City, less an administrative fee, shall be returned to the Town / City. The administrative fee is to be calculated as a fixed dollar amount for each equivalent single family unit (SFU) billed and collected by the Stormwater Utility. The billable unit shall be either

Comment [LE3]: All, I envision over the next year or so asking the SWUB to consider a reorganization of itself. I want to focus more on what all five jurisdictions are doing with their fees, budgets, etc. and less on only what the County is doing. Also, I plan to propose changing the voting status of the municipal members so that is truly is a Countywide SWUB.

This paragraph is different for the ToB but I hope you all can agree to this piece of the "grand plan"

a Per Account charge or a charge per SFU, depending on the applicable Utility Rate Structure. The Utility shall define its administrative costs each year during the annual budget process. For fiscal year 2012 the fee shall be \$2.80 per Single Family Unit (SFU) base rate applied to the fee paying lands within the limits of the Town / City. After FY 12, the The Beaufort County Stormwater Management Plan Implementation Committee (SWIC) shall conduct annual reviews of the Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per Account or SFU and the SWIC and Utility shall provide the Town / City an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town / City by March February 15 ½ of each calendar year. The Town / City shall provide a written recommendation of acceptance to the Utility by April ½ of the same year. Once agreed upon, This this shall serve as the basis for the annual administrative fee to be calculated per Town / City Account or SFU, and included in each entity's annual budget.

Comment [LE4]: Will this date be BEFORE you submit draft budgets to your Councils? Do we need to move it up even further?

- (a) The administrative fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.
- (b) The Town / City shall use Stormwater Utility User Fees to provide Stormwater

 Management within the Town / City, including, but not limited to:
 - (i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town / City for general fund or other funds spent by the Town / City to fund Stormwater Management activities;

- (ii) Acquisition of Stormwater Infrastructure, including any easements or other interests in real property which shall be held in the name of the Town / City;
- (iii) Maintenance of Stormwater Infrastructure by the Town / City and its contractor(s,) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility; shall be negotiated and approved by the County and the Town / City, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; The Town / City shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town / City on any services provided by the Stormwater Utility;
- (iv) Plan review and site inspections related to compliance with stormwater ordinances and standards for development within the Town / City as set forth in Articles 4.05, 4.06 and 4.07 below;
- (v) NPDES Phase II permit compliance;
- (vi) Payment of bond indebtedness or repayment of funds borrowed from the general fund or any other fund <u>for the purpose of funding</u> <u>Stormwater Management projects or activities</u>; and,
- (vii) Any other services related to Stormwater Management.
- 4.02 Further Agreements Authorized: The Town / City and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entities annual budget and must

be authorized by the Town / City Council and County Council.

- 4.03 *Cost of Services:* If the Town / City chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.
- 4.04 Setting of Stormwater Utility User Fee Rate (<u>Per Account, IA, GA, and SFU's</u>): The Town / City shall be responsible each year for setting the Stormwater Utility User Fee Rate to be assessed on parcels within the Town / City. The Stormwater Utility User Fee rate shall be set in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.
- 4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town / City limits, the Town / City will provide review of plans and site inspections to ensure compliance with applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.
- 4.06 *Coordination of Services:* The Town / City shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management Services, including services provided by the County within the Town / City, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future Planned Unit Developments within the Town / City, and advising the County on site-specific conditions within the Town / City.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

- 5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.
- 5.01 Stormwater Management Plan: The County and Town/City shall have the responsibility to develop and maintain a Stormwater Management Plan to be administered by the Stormwater Utility Beaufort County Stormwater Implementation Committee (SWIC).
- 5.02 Relationship of Plan to Agreement: The Stormwater Management Plan developed and maintained by the Stormwater Utility—Beaufort County Stormwater Implementation Committee (SWIC) shall incorporate the obligations of the County and Town / City under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.
- 5.03 Stormwater Utility User Fees: The Stormwater Utility shall bill and collect parcel based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the Stormwater Management Plan as allowed by law.
- 5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:
 - (a) Collection and Distribution of Fees: Stormwater Utility User Fees within the Town / City limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the

Stormwater Utility User Fees; the County shall distribute the Town's / City's Stormwater Utility User Fees less the County administrative costs as defined in Article 4.01, in the same manner as ad valorem taxes are distributed for each year this Agreement is in effect;

- (b) *Provision of Services:* Provision of the services required under this Agreement.
- (c) Budgeting and Expenditure: Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;
- (d) Administrative Activities: Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of stormwater data, implementation of the master plan, acquisition of easements, coordination with other agencies, reporting to the stormwater utility boardStormwater Utility Board;
- (e) Accounting: Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town / City with an itemized annual accounting of all Stormwater Utility User Fees within the Town / City limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative costs retained by the County; total fees in arrears, on which parcels and the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required

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adjustment since the last billing. This budget report shall be parcel based and provided to the Town / City annually prior to February 15-1st throughout the term of this agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Utility. Either the Town / City or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

- (f) Operation and Maintenance: At the direction and approval of the Town / City, provide for the operation and maintenance of Stormwater Infrastructure within the Town / City; and,
- 5.05 Delivery of Services: The County shall coordinate the delivery of services hereunder through the Town / City Manager or his designee, via a Job Order Process as agreed to by the Town / City and County. All delivery of County services upon parcels within the Town / City limits shall be approved in writing by the Town / City before any work is performed or any funds may be returned to the County, and all delivery of stormwater infrastructure services within County Rights of Ways shall be coordinated with the Town / City.
- 5.06 Coordination with Other Jurisdictions: From time to time a need for coordination between all incorporated jurisdictions within the County and the County may occur, and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Stormwater Infrastructure and the Stormwater Management Plan.
- 5.07 Qualifications and Extents of Service: Stormwater infrastructure in <u>public</u> road

Rights of Ways, whether State, County or Municipal, shall be maintained by the <u>road</u> owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of <u>the County</u> Ordinance 2005 33. The <u>Town / City</u> shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the <u>Town / City</u>, with the exception of County and State road Rights of Way, which shall be designed and maintained in accordance with their current standards.

5.08 Fee Credits: The Town / City shall have the authority to review and comment on all County stormwater fee credit applications requested upon parcels within the Town / City limits prior to such adjustments being made.

5.09 Easements: The Town / City and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town / City and/or County to perform stormwater utility related work within the limits of the Town / City.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

(For Town of Hilton Head Island, Town of Bluffton)

6.00 Applicable Standards: The current hydrologic and hydraulic engineering and design standards of the Town/City shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the Town/City, unless superseded by the hydrologic and hydraulic engineering and design standards of the County or State, as may be required for specific work performed in County or State rights of way.

(For Town of Port Royal)

6.00 Applicable Standards: The current hydrologic and hydraulic engineering and

Comment [LE5]: I really feel like the detail in this section by the Town of Port Royal is not relevant to this IGA document. The purpose of this section is simply to obligate each other to have a stormwater standard that meets minimum standards.

I believe that the detail in this section is better located in a Town Ordinance adopting a stormwater design, such as the County BMP Manual with this exception for redevelopment.

As such, I have suggested deleting this section from the IG Δ

design standards of the County (BMP Manual) shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the Town, unless superseded in the future by the hydrologic and hydraulic engineering and design standards of the Town, County or State, as may be required for specific work performed in Town, County or State rights of way with the exception of Redevelopment Areas. The Redevelopment Areas are shown on Attachment "A" of this document. The Town agrees that future stormwater volumes in the Redevelopment Area will not exceed those that exist prior to redevelopment of said properties unless is it scientifically documented that specific stormwater pollutants are generated and draining from the site and are causing site specific degradation of water quality in the receiving stream. In such a case, a Redevelopment Area will be required to correct stormwater discharge pollutant loads to a level that no longer degrades water quality in the receiving stream.

(For the City of Beaufort)

design standards of the City of Beaufort shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the City, unless superseded in the future by the creation of new hydrologic and hydraulic engineering and design standards of the City, County or State, as may be required for specific work performed in the City, County, or State rights of way except as noted in the City's Stormwater Ordinance. The City has designated that those areas reserved for higher density, walkable, urban development and areas where the City is actively encouraging redevelopment may be subject to different standards than those in auto oriented and/or greenfield contexts. Regardless, the City agrees that future stormwater volumes in these areas will not exceed those that exist prior to the development or

Comment [LE6]: Like Port Royal, I really feel like the detail in this section by the City is not relevant to this IGA document. The purpose of this section is simply to obligate each other to have a stormwater standard that meets minimum standards.

I believe that the detail in this section is better located in a City Ordinance adopting a stormwater design, such as the County BMP Manual with this exception for redevelopment.

As such, I have suggested deleting this section from the IGA.

redevelopment of said properties unless it is scientifically documented that specific stormwater pollutants are generated and draining from the site and are causing site specific degradation of water quality in the receiving stream. In such a case, a development / redevelopment Area will be required to correct stormwater discharge pollutant loads to a level that no longer degrades water quality in the receiving stream.

6.00 Applicable Standards: The current hydrologic and hydraulic engineering and design standards of the County and Town/City shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town/City, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town/City standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 State or Federal Laws or Regulations: The Town / City and the County shall at all times comply with any applicable State or Federal Laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 Regulatory Obligations of the <u>County and</u> <u>Town / City</u>:

(For Town of Hilton Head Island, Town of Bluffton, and City of Beaufort)

The Town / City shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and

sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

(For Town of Port Royal)

Not Used.

The County and Town / City shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 Plan Review and Site Inspection: The Town / City and County shall be responsible for the review and approval of all development plans within—the Town / City their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction stormwater quantity and quality control are met.

(For Town of Hilton Head Island, Town of Bluffton)

The Town shall be responsible for providing inspections during construction to ensure that construction is following the approved development plan.

(For Town of Port Royal, City of Beaufort)

The Town / City shall be responsible for providing inspections during construction of all Town /

owned stormwater systems. The Town / City will continue its practice of review of privately owned stormwater systems upon completion to ensure that construction conforms with the approved development stormwater plan.

The County and Town/City shall be responsible for providing inspections during construction of all County and Town / City owned stormwater systems, respectively. The County and Town/City will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 NPDES Compliance: In 2015, Beaufort County, the Town of Hilton Head Island, and the Town of Bluffton were designated by the State of South Carolina for compliance with the NPDES Program. Should the Town / City be designated by the State of South Carolina for compliance with the NPDES program, the County and - Town / City shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of Best Management Practices required by the permit, and the implementation of the program of Best Management Practices set forth in the permit. Should the Town of Port Royal or the City of Beaufort be designated by the State of South Carolina for compliance with the NPDES program, the provisions of this section shall also apply to the Town/City.

7.01 Roles and Responsibilities: The Town / City and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town/City may request to "co-permit" or share MS4 Phase

II permitting with the County or another Town or City, as allowed by Article 9 of this

Agreement, as allowed by State law, and as encouraged in the State of South Carolina General

Permit for MS4 Phase II communities.

- 7.02 Coordination of Activities: It is expected that some aspects of NPDES MS4 Phase II requirements will lend themselves to coordination and cooperation between the Town / City and the County. In such instances, coordination between the Town / City and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.
- 7.03 Annual Reporting: The Town / City and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.
- 7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the **Town / City** and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 - DATA ACQUISITION AND MANAGEMENT

- 8.00 Roles and Responsibilities: The Town / City and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.
- 8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town / City and County on a project-specific basis. The terms and details of any cost sharing

agreement shall be detailed in a separate written agreement between the Town / City and County.

8.02 Data Sharing: The Town / City and County shall share acquired data at the request of the other. In such instances the Town / City and County will agree to abide by each entity's current data distribution policy.

8.03 Data Types: Types of data that the Town / City and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 - OTHER AGREEMENTS

9.00 *Scope and cost sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town / City, or the County and multiple Municipalities within the County via Memos of Agreement, Memos of Understanding, Contracts, and/or Joint Resolutions.

9.01 Agreement Recommendations: The Beaufort County Stormwater Management Plan Implementation Committee (SWIC) shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple Municipalities within the County are reviewed and recommended to the Municipalities and County. It is understood that the Beaufort County Stormwater Management Plan-Implementation Committee shall have no authority to financially commit the Town/City or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town / City and the County, the Beaufort County Stormwater Management Plan-Implementation Committee (SWIC) Review review is not required.

9.02 Agreement approvals: Other agreements between the County and the Town / City must

be approved by the Town / City Council and the County Council or their designees.

9.03 Funds Distribution: These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town / City and County and their respective successors and assigns, if any are permitted hereunder.

10.02 Amendment, Changes and Modifications: Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town / City and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 Execution in Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.0807 Plural/Singular: Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.0908 No Third Party Beneficiaries: The Town / City and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.4009 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently -given and shall be deemed given when delivered in person, <u>via electronic mail</u>, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the Town: THE TOWN OF HILTON HEAD ISLAND

Stephen G. Riley, Manager

One Town Center Court

Hilton Head Island, SC 29928

To the Town: THE TOWN OF BLUFFTON

Marc Orlando, Manager

20 Bridge St., PO Box 386

Bluffton, SC 29910

To the Town: THE TOWN OF PORT ROYAL

Van Willis, Manager

700 Paris Ave.

Port Royal, SC 29935

To the Town: THE CITY OF BEAUFORT

William Prokop, Manager

1911 Boundary Street

Beaufort, SC 29902

To the County: BEAUFORT COUNTY, SOUTH CAROLINA

Gary Kubic, Manager

Post Office Box 1128

Beaufort, SC, 29902

10.4410 No Waiver: No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.1211 Further Assurances and Corrective Documents: The Town / City and the

County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The Town / City and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

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| By:Paul Sommerville, Chairman |
|--|
| Attest: Gary Kubic, County Administrator |



CONTRACTUAL AGREEMENT BETWEEN CLEMSON UNIVERSITY AND BEAUFORT COUNTY

THIS AGREEMENT (the "Agreement") is made this 1st day of June, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and the Clemson Extension Service (hereinafter referred to as "Clemson"). This Agreement shall consist of all the terms, conditions, specifications and provisions required to deliver the Scope of Services defined heretofore.

WITNESSETH:

WHEREAS, the County is seeking to implement stormwater public education and outreach and public involvement/participation programming; and

WHEREAS, Clemson University holds in its Extension faculty and staff various levels of expertise concerning stormwater compliance requirements as promulgated by SC DHEC and USEPA; and

WHEREAS, Clemson University has developed an environmental outreach program (Carolina Clear), portions of which apply to the impact of stormwater on natural resources; and

WHEREAS, the Clemson and the County desire to enter into an agreement relating to Beaufort County's requirement to implement strategic stormwater outreach and involvement programming, subject to the terms, specifications, conditions and provisions of the contract as heretofore mentioned.

THEREFORE, be it resolved that since Carolina Clear seeks to educate citizens about the impacts of stormwater and means to improve stormwater management and since this program provides outreach opportunities to address a broad range of water quality issues including the impact of stormwater on natural resources, Clemson and the County will collaborate to address stormwater public education and outreach and public involvement/participation. Carolina Clear is a comprehensive approach developed by Clemson University Cooperative Extension Service (CUCES) to inform and educate communities about, among other issues, water quality, water quantity, and the cumulative effects of stormwater. Carolina Clear addresses the special significance of South Carolina's water resources and the role these resources play in enhancing the state's economy, environmental health, and overall quality of life.

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

A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.

- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire agreement between the Clemson and County. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- D. It is understood that this Agreement shall be considered exclusive between the parties.

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

ARTICLE 1 DESCRIPTION

Because each agreement is unique to the requirements of the circumstances, Clemson and the County agree that the specific metrics of each task shall be individually negotiated and delineated in the Scope of Services. Neither party has any responsibility for any performance obligations except as indicated within the Scope of Services.

Clemson does hereby offer to the County services for the purpose of providing stormwater-related public education and involvement programs and documentation of activities for Beaufort County, as contained and described in the Scope of Services.

SCOPE OF SERVICES

PUBLIC awareness and education about natural resources is crucial to the process of protecting and restoring water quality. Clemson and the County will partner to deliver public education and outreach and public involvement/participation programming to general and targeted audiences towards achieving compliance with the public education and outreach and public involvement/participation requirements of the NPDES Phase II Stormwater Program.

In general, Clemson will lead a regional effort that includes strategic identification of behaviors and pollutants that can be addressed through stormwater education programming; implementation of an outreach campaign that seeks to address target behaviors, pollutants, and audiences; website presence and information made available to the public about pollution prevention; annual data report regarding program activities.

In order to assist the County in satisfying the Public Education and Outreach Minimum Control Measure, as required by the NPDES Phase II Stormwater Program, CUCES proposes to utilize selected components of the Carolina Clear program in order to:

- Coordinate and lead a regional body of partners including community representatives joined together by a shared interest in watershed restoration, protection, and improved stormwater management.
- Determine the appropriate public awareness campaign with the County and the community's guidance on target behaviors, audiences, pollutants and established venues and modes for outreach. Some program implementation approaches, BMPs (i.e., the program actions/activities), and measurable goals are contained in the individual agreement and seek to
 - o Form partnerships,
 - o Use and develop education materials and strategies, and
 - o Reach diverse audiences.
- Implement a strategic public education program with the County, or conduct equivalent outreach activities addressing the awareness of stormwater pollution and its effects on natural resources and the specific activities and safe alternatives to improve stormwater management.

In order to satisfy the Public Involvement/Participation Minimum Control Measure, as required by the NPDES Phase II Stormwater Program, CUCES proposes to

- Provide opportunities for citizens and various audiences to become active in stormwater management.
- Provide program accountability measures including estimated number of people contacted, publications produced and distributed, and measures of outreach impacts and possible behavior change, and other specifics as appropriate considering SCDHEC and USEPA guidance.
- Other programs and measures as specified in the Contractual Agreement.

NOW, the parties specifically agree as follows:

Within 30 days of the effective date of this Contract, Clemson will initiate a regional decision-making process with the County to define the goals and schedule for the Scope of Services described herein, establish activity reporting database, and produce website-ready information for the public.

- 1. Clemson will deliver public education and outreach and public involvement/participation with a goal to influence a more aware and involved public in regards to stormwater management decisions. The educational programs will include components designed for various residential and commercial audiences and others targeted for their impact to stormwater and nonpoint source pollution. This effort will be delivered through various means, as detailed below in items 4 and 5. Events will be held at available facilities in such a way to reach diverse and regionally distributed audiences. Such instruction may include the furnishing of informational handouts, instructional manuals, promotional materials, webpages, logos, slogan, symbols, and similar such materials, as deemed appropriate by Clemson and the County.
- 2. <u>The County</u> will participate in a regional decision-making process to define regional priorities in regards to behaviors, pollutants, and audiences to be targeted for outreach.

Additionally, <u>The County</u> will represent henceforth in this Contract, the communities of the City of Beaufort, Town of Bluffton, Town of Hilton Head Island, and Town of Port Royal. <u>The County</u> shall provide input as available on audience demographics, behaviors based on staff observations, residential and commercial impacts related to stormwater management that may lead to compliance and enforcement actions, and other input based on stormwater operations.

- 3. The County shall provide information regarding readily available delivery modes for education and involvement programming (e.g., newsletters, community calendars, government access channels, community meetings, Council meetings, tax or water bills, etc.).
- 4. Clemson will raise public awareness using a mass media approach. Billboard and television public service announcements, radio broadcasts and interviews, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
- 5. Each of the public-related activities described below will be part of the core program on an annual basis and will target a specific audience, all subject to modification with the approval of the County and Clemson, as well as acknowledging regulatory direction and interpretation by South Carolina DHEC.

Clemson will:

LEAD

- 5.1. Work with one regional association of **stormwater managers and local decision-makers** to update, plan, and determine regional public education and outreach and public involvement/participation priorities as part of a multi-year strategic plan with benchmarks of activities and measures of success annually (regional consortium identity to be decided).
- 5.2. Explore, pilot (as needed), and initiate strategic approaches to educating target audiences towards the goal of adopting improved behaviors and practices towards better stormwater management.

COMMUNICATE

- 5.3. Maintain webpage(s) with content specific to the regional outreach programs. Utilize tools to monitor website visits and other related statistics.
- 5.4. Maintain communication among regional partners through meetings, newsletters/e-news, one-on-one meetings, or other means established as best practice for the partnership.

IMPLEMENT

- 5.5. Plan, develop, present, and be a participant in at least three (3) **community** and **public** programs per year with emphasis on stormwater education. Provide resources to encourage continued learning and practice adoption.
- 5.6. Create at least three (3) news articles per year for the **area's residents** and/or target audiences.
- 5.7. Plan and present homeowner and yard owner program(s) for **individuals** and **families**. Distribute or provide materials for distribution as part of workshops and/or provide resources to encourage continued learning and practice adoption.
- 5.8. Provide at least one (1) **youth** program per year within the region such as
 - i. Adopt-A-Watershed which uses a local watershed,
 - ii. Storm Drain Marking,
 - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps,
 - iv. 4H₂O Pontoon Classroom,
 - v. Engaging teachers in new watershed and stormwater curriculum meeting SC Standards, and
 - vi. EnviroScape[®].
- 5.9. Present at least one (1) program per year that addresses pollution prevention and alternatives for a **target audience**, **as per the region's priorities**.
- 5.10. Develop and provide for the **general public**, within means, items such as banners and promotional giveaways to serve as a way to attract audiences and increase regional consortium visibility.
- 5.11. Utilize mass media outlets to provide statewide education at an increased cost-effectiveness; as needed, locally utilize mass media such as newspapers, radio, interviews and advertisements to address specific needs.

INVOLVE

- 5.12. Provide at least one (1) opportunity to involve an audience (**general public** or **commercial**) in improved watershed management and stormwater awareness.
- 5.13. Promote and expand web-based tools to encourage learning about and adoption of low impact development techniques (SC LID Atlas) and furthering involvement from citizens in watershed-focused volunteer opportunities (Watershed Stewardship Map) and through the use of demonstration sites as warranted appropriate.

REPORT

- 5.14. Provide and manage a user-friendly database to track each year's activities.
- 5.15. Annually, produce a document summarizing the year's efforts, successes, decision-making processes, partnerships and regional priorities.
- 5.16. On request and based on current regulatory guidance, provide data for public education and outreach and public involvement/participation measures of the Annual Report Checklist (or alternative document) required by DHEC of all Small Multiple Separate Storm Sewer Systems (MS4s).

- 6. Clemson will provide accountability statistics for each of the activities as best can be estimated. The statistics will include the following accomplishment indicators:
 - 6.1. Number of educational programs and activities conducted.
 - 6.2. Number of people reached through educational programs or involved by outreach programs according to method, audience or targeted behavior.
 - 6.3. Number of people receiving information through "non-program" contacts such as telephone, office, visits, website contacts, visual and print media.
 - 6.4. Evaluation of activities and the pollutant or behavior targeted.
 - 6.5. As available, feedback on programs and anecdotal evidence of successful program implementation.
- 7. At a minimum of *once per permit cycle* (anticipated as no less than 3 years and no more than 5 years), and on the Carolina Clear statewide schedule so as to gain regional comparison information, implement statistically relevant survey instruments to gain insight on the awareness, knowledge and behaviors of the general public related to stormwater and watershed management, as well as regional effort awareness.

A mutually agreeable estimated delivery schedule shall provide activities distributed through each year in an Annual Activity Plan (as default) or on an otherwise agreed upon multi-year activity plan, which will be noted as a regional decision documented in writing for the regional entity.

ARTICLE 2 LIABILITY

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

ARTICLE 3 ASSIGNMENT

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

ARTICLE 4 TERM

The initial term of this Agreement shall be for one (1) year beginning on the date of the last signature of this contract agreement. The contract may be extended an additional one (1) year twice, for a total of three (3) years, at the written mutual agreement of both parties, provided such agreement is executed no later than 30 days prior to the expiration of this contract. No amendments, changes or modifications will be effective until and unless reduced to writing and signed by the parties.

ARTICLE 5 COMPENSATION

The County shall provide payment in the amount of \$90,000 annually for the core program, subject to the terms and conditions of this Agreement, unless additional services are amended to this Agreement. (To be invoiced as follows: FY16 - \$20,000; FY17 - \$70,000; FY18 - FY19 - \$90,000 per year.) Fees for additional services will be negotiated based on cost. These costs are based on the urbanized area population of each MS4, county and/or defined area(s), and represent the summation of fees for Beaufort County, City of Beaufort, Town of Bluffton, Town of Hilton Head Island, and Town of Port Royal, per Urbanized Area Populations determined in the most recent census.

ARTICLE 6 LIABILITY COVERAGE

Clemson is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. <u>Beaufort County</u> is also insured by the State Insurance Reserve Fund. The parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees, and agents operating within the scope of their employment and that neither is responsible for the negligent acts or omissions of the other's officers, employees, and agents in the performance of the requirements of this agreement.

Clemson does hereby covenant, agree and hereby represent to the County that Clemson has worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from Clemson's use or occupation of the premises during the course of performing the contracted services.

ARTICLE 7 DEFAULT

The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 8 TERMINATION

In the event that Clemson fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within fifteen

(15) business days of its receipt of a written demand from the County, County may terminate the Contract immediately upon notice provided such notice is at least thirty (30) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from Clemson, Clemson may terminate the Contract immediately upon notice, provided such notice is at least thirty (30) business days following the Clemson's notice of breach. Upon such termination, the County has the right to award the Contract to an alternate contractor.

ARTICLE 9 COUNTY RESPONSIBILITIES

The County will be responsible to provide the Clemson reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 SEVERABILITY

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

ARTICLE 12 INDEPENDENT CONTRACTOR

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

ARTICLE 13 NOTICE

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

County: Beaufort County Administrator

P. O. Drawer 1228

Beaufort, SC 29901-1228

Beaufort County

Attn: Beaufort County Purchasing Director

P. O. Drawer 1228

Beaufort, SC 29901-1228

Beaufort County Stormwater Utility

ATTN: Stormwater Manager

120 Shanklin Road Beaufort, SC 29906

Clemson: Clemson Extension Service

Attn: Director, CU Center for Watershed Excellence

230 Kappa Street

Clemson, SC 29634-0135

ARTICLE 14 TOTAL AGREEMENT

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

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

| WITNESSES: | BEAUFORT COUNTY, a political Subdivision of the State of South Carolina |
|------------|---|
| | Signature: |
| WITNESSES: | Clemson University Cooperative Extension Service |
| | Signature: Name: George Askew, Vice President for Public Service & Agriculture Address: Clemson University |

TASK ORDER NUMBER 8 BEAUFORT COUNTY, SC STORMWATER SERVICES CONTRACT

OUNTY SOU A CAROLINA 1769

Issued To: Applied Technology & Management, Inc.

P.O. BOX 20336

CHARLESTON, SC 29401

(843) 414-1040

| Beaufort County | PO Number: | _ Date Issued | d: May 10, 2016 |
|-----------------|-------------------------|---------------|---------------------|
| Maximum Cost N | lot to Exceed: \$29,045 | Date Accep | oted: |
| | | | ACh_ |
| Accepted by: | Eria Largen SW Manager | Issued by: | Anthony Magliana VB |

Task Title: Stormwater Utility CY2016 Billing Support

Description of Task: During 2015, the ATM team supported Beaufort County with development of a stormwater fee billing database to assimilate tax and geographic information for each parcel in the County and calculate a fee based on that parcel's new rate structure characteristics. At that time, the County had adopted the new rate structure but the remaining jurisdictions were being billed based on their existing rate structure. Since the original development of the billing database, it has been updated to manage the credit program developed under a prior Task Order and approved by County Council in April.

For 2016, the Town of Port Royal and the City of Beaufort have now adopted the revised rate structure while the Town of Bluffton and the Town of Hilton Head Island will continue using the existing rate structure. Under this task order, the ATM team will first update the functionality of the billing database to incorporate altered rates and rate structures for each jurisdiction as necessary. The team will also update the way fees are calculated for some property types, within the framework set forth in the County stormwater fee ordinance, to better align with the Assessor's office billing conventions. Finally, the database will be augmented with a module to help staff track fee changes over time and the reason for those changes. The team anticipates making the bulk of these database schema changes in advance of a site visit in July to work with staff on finalization of the database structure.

Once the database is structurally able to accommodate the necessary calculations, the team will assist stormwater utility staff with acquiring and reviewing current Assessor data and geoprocessing GIS data. Once both have been reviewed, the team will

support utility staff with uploading those data into the billing system to be the foundation for fee calculation. This step is anticipated in late July.

The ATM team will work with staff to step through the billfile development process, and, along with staff, will perform QC procedures on the resultant billfile. These procedures will include checking that:

- Record count and total billings are as expected
- Residential properties in each jurisdiction have only expected fees
- Highest and lowest fees are justified
- Credits have been appropriately applied
- Fees have changed in response to updated GIS data
- Fees are generated for new parcels and new development
- Fees that were adjusted in 2015 were correctly calculated based on adjusted data

Once the billfile is satisfactory, the team will assist with finalization of the billfile and delivery to the Assessor, if needed. As a last step, the team will assist staff with using the new logging module of the database to log this year's fees along with those of the prior year so that the update process can be more streamlined in future years.

The effort to achieve these outcomes will involve ATM and RFC experts Tony Maglione (ACM), Keith Readling (KR), and Jennifer Fitts (JF), all familiar with the billing policies and history of the County and underlying jurisdictions, working with County staff to undertake the steps shown on the following page. Note the "Attendees" column in the work plan table to see which consultants are planned for each face-to-face (F2F) meeting:

| Task No. | Task Name | Attendees | F ₂ F Meet? |
|----------|--|----------------|------------------------|
| 1 | Update billing database to incorporate altered rates and rate structures for other jurisdictions as well as revised fee calculations for some customer groups. | ACM, KR, JF | Yes |
| 2 | Review current data from tax assessor | | |
| 3 | Assist with geoprocessing of GIS data, load into database | | |
| 4 | Assist with billfile development, including credits; assist with pulling 2016 edits into new format | ACM, KR, JF | Yes |
| 5 | Perform QC procedures on resultant billfile set | | |
| 6 | Support finalization of billfile and deliver to Assessor | | |
| | Total | | 2 |

As can be seen above, this effort is planned to be quickly done and envisions two trips with face-to-face meetings. The work will be completed in time to deliver the billfile to the Assessor in August or September, as required by the expedited schedule of that office.

At the conclusion of the effort, the County will have in place the following:

- A completed billfile for 2016
- An updated, user-friendly billing database that can be used from year to manage billing, adjustments, credits, and tracking.
- Updated documentation on database use and data maintenance.

The cost for providing these services is comprised of the following components:

Cost Estimate (Maximum not to Exceed):

- Time: Program Manager 16 hours @ \$165/hr. = \$2,640
 Project Manager 45 hours @\$165/hr. = \$7,425
 Senior Consultant 104 hours @165/hr. = \$17,160
- Travel, lodging, and meals: \$1,820 (estimated)

Total: \$29,045

It is understood that the exact effort needed to complete this Task may vary depending upon the results of various meetings and County input. The County and ATM agree that ATM will track the overall task cost and will advise the County in writing PRIOR TO exceeding the maximum cost not to exceed noted above. This task order may be modified in the future by mutual agreement of the parties if needed to adjust the maximum cost not to exceed.

| Stormw | ater Utility CY2016 Billing Support | | Rates-> | \$165 | \$165 | \$165 | \$65 | \$220 | \$140 | \$150 | | |
|----------|--|----------------|---------|---------|---------|----------|--------------|---------------|--------------|-----------------|-------------------|---------------------|
| Task No. | Task Name | Attendees | | ACM | KR | JNF | Meal Days | Rental Car | Hotel | ACM Expenses | Total Expenses | Task total |
| 1 | Update billing database to incorporate altered rates and rate structures for other jurisdictions as well as revised fee calculations for some customer groups. | ACM, KR, JF | Yes | 4 | 16 | 32 | 4 | 1 | 2 | 1 | \$910 | \$9,490 |
| 2 | Review current data from tax assessor | | | | 4 | 8 | | | | | \$0 | \$1,980 |
| 3 | Assist with geoprocessing of GIS data, load into database | | | | 4 | 8 | | | | | \$0 | \$1,980 |
| 4 | Assist with billfile development, including credits; assist with pulling 2016 edits into new format | ACM, KR, JF | Yes | 4 | 16 | 24 | 4 | 1 | 2 | 1 | \$910 | \$8,170 |
| 5 6 | Perform QC procedures on resultant billfile set Support finalization of billfile and deliver to Assessor | | | 8 | 4 | 8 24 | | | | | \$0 \$0 | \$1,980 \$5,445 |
| | Total | | 2 | 16 | 45 | 104 | 8 | 2 | 4 | 2 | \$1,820 | \$29,045 |
| | ATM or RFC | | | ATM | RFC | RFC | RFC | RFC | RFC | ATM | | |
| | | | | \$2,640 | \$7,425 | \$17,160 | | | ATM: RFC: | | | \$2,940 \$26,105 |
| | | | | | | | | | Continge | | | \$0 |
| | | | | | | | | | Grand To | otal: | | \$29,045 |

| STATE OF SOUTH CAROLINA |) | RENEWAL OF |
|-------------------------|---|-------------------------|
| COUNTY OF BEAUFORT |) | MEMORANDUM OF AGREEMENT |
| |) | CITY OF BEAUFORT |

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Beaufort, South Carolina, (hereinafter referred to as the "City"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the City and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, dated August 14, 2012, establishes that the City and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including public education and outreach; and

WHEREAS, the City or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University's Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities for fiscal year 2017; and

WHEREAS, the Public Education funds in the amount of Twenty Thousand dollars and no cents (\$20,000.00) of unspent budget in fiscal year 2016 shall be applied to fiscal year 2017 contract; and

WHEREAS, the County has requested that the City share in payment for Carolina Clear services and the City agrees to share in the cost for the services in an amount based upon the proportion of Stormwater Utility Accounts that lie within the City Limits (5.2%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed annually for a period of up to five (5) years thereby extending the possible termination date until June 30, 2021. The parties may negotiate the funding amounts for each successive year prior to renewal and execute a renewal to this agreement.

NOW, THEREFORE, the City agrees to compensate the County in an amount not to exceed One Thousand, Four Hundred, Forty-Two dollars and zero cents (\$1,442.00) in fiscal year 2016 and Three Thousand, Two Hundred, Forty-Six dollars and zero cents (\$3,246.00) in fiscal year 2017 to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account

collected by the County on behalf of the City and will not be billed separately.

| | | City of Beaufort, South Carolina and Beaufort neir duly authorized officers have set their hands |
|-------------------|---|--|
| and seals on this | • | · · · · · · · · · · · · · · · · · · · |
| WITNESSES: | | BEAUFORT COUNTY |
| | | By: |
| | | Its: |
| WITNESSES: | | CITY OF BEAUFORT |
| | | By: |
| | | Its: |

| STATE OF SOUTH CAROLINA |) | RENEWAL OF |
|-------------------------|---|-------------------------|
| COUNTY OF BEAUFORT |) | MEMORANDUM OF AGREEMENT |
| |) | TOWN OF BLUFFTON |

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the Town of Bluffton, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, dated August 24, 2011, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including public education and outreach; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University's Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities for fiscal year 2017; and

WHEREAS, the Public Education funds in the amount of Twenty Thousand dollars and no cents (\$20,000.00) of unspent budget in fiscal year 2016 shall be applied to fiscal year 2017 contract; and

WHEREAS, the County has requested that the Town share in payment for Carolina Clear services and the Town agrees to share in the cost for the services in an amount based upon the proportion County Single Family Units (SFU) that lie within the Town Limits (13.0%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed annually for a period of up to five (5) years thereby extending the possible termination date until June 30, 2021. The parties may negotiate the funding amounts for each successive year prior to renewal and execute a renewal to this agreement.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed <u>Two Thousand</u>, <u>Sixty-Two dollars and zero cents</u> (\$2,062.00) in <u>fiscal year 2016</u> and <u>Nine Thousand</u>, <u>Six Hundred</u>, <u>Sixty dollars and zero cents</u> (\$9,660.00) in <u>fiscal year 2017</u> to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via invoices sent quarterly by the County to the Town.

| | na, by and through th | Fown of Bluffton, South Carolina and Beaufort teir duly authorized officers have set their hands 2016. |
|------------|-----------------------|--|
| WITNESSES: | | BEAUFORT COUNTY |
| | | By: |
| | | Its: |
| WITNESSES: | | TOWN OF BLUFFTON |
| | | By: |
| | | Its: |

| STATE OF SOUTH CAROLINA) | RENEWAL OF |
|---------------------------|----------------------------|
| | MEMORANDUM OF AGREEMENT |
| COUNTY OF BEAUFORT) | TOWN OF HILTON HEAD ISLAND |

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, dated August 22, 2011, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including public education and outreach; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University's Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities for fiscal year 2017; and

WHEREAS, the Public Education funds in the amount of Twenty Thousand dollars and no cents (\$20,000.00) of unspent budget in fiscal year 2016 shall be applied to fiscal year 2017 contract; and

WHEREAS, the County has requested that the Town share in payment for Carolina Clear services and the Town agrees to share in the cost for the services in an amount based upon the proportion County Single Family Units (SFU) that lie within the Town Limits (29.2%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed annually for a period of up to five (5) years thereby extending the possible termination date until June 30, 2021. The parties may negotiate the funding amounts for each successive year prior to renewal and execute a renewal to this agreement.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed Five Thousand, Eight Hundred, Sixty-Two dollars and zero cents (\$5,862.00) in fiscal year 2016 and Twenty Thousand, Four Hundred, Fifteen dollars and zero cents (\$20,415.00) in fiscal year 2017 to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via invoices sent quarterly by the County to

the Town.

| | the Town of Hilton Head Island, South Carolina and y and through their duly authorized officers have set |
|------------|--|
| | |
| WITNESSES: | BEAUFORT COUNTY |
| | By: |
| | Its: |
| WITNESSES: | TOWN OF HILTON HEAD ISLAND |
| | By: |
| | Its: |

| STATE OF SOUTH CAROLINA) | RENEWAL OF |
|---------------------------|-------------------------|
| | MEMORANDUM OF AGREEMENT |
| COUNTY OF BEAUFORT) | TOWN OF PORT ROYAL |

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the Town of Port Royal, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina, dated June 26, 2012, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including public education and outreach; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University's Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities for fiscal year 2017; and

WHEREAS, the Public Education funds in the amount of Twenty Thousand dollars and no cents (\$20,000.00) of unspent budget in fiscal year 2016 shall be applied to fiscal year 2017 contract; and

WHEREAS, the County has requested that the Town share in payment for Carolina Clear services and the Town agrees to share in the cost for the services in an amount based upon the proportion of Stormwater Utility Accounts that lie within the Town Limits (3.0%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from from the date of execution by both parties and may be renewed annually for a period of up to five (5) years thereby extending the possible termination date until June 30, 2021. The parties may negotiate the funding amounts for each successive year prior to renewal and execute a renewal to this agreement.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed Five Hundred, Eighty-Eight dollars and zero cents (\$588.00) in fiscal year 2016 and Two Thousand, One Hundred, Eighteen dollars and zero cents (\$2,118.00) in fiscal year 2017 to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will

be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

| and seals on this | eir duly authorized officers have set their hands 2016. |
|-------------------|---|
| WITNESSES: | BEAUFORT COUNTY |
| | By: |
| | Its: |
| WITNESSES: | TOWN OF PORT ROYAL |
| | By: |
| | Its: |



BEAUFORT COUNTY STORMWATER UTILITY

120 Shanklin Road Beaufort, South Carolina 29906

Eric W. Larson



Voice (843) 255-2805 Facsimile (843) 255-9478

INTEROFFICE MEMORANDUM

TO: **Stormwater Implementation Committee Members**

FROM: Eric W. Larson, Stormwater Manager

Public Education FY 16 Contract Revisions SUBJECT:

DATE: June 3, 2016

At the April 20, 2016 meeting of the SWIC, we agreed to modify the scope of work from Beaufort Soil and Water Conservation District to "free up" money for additional scope items to be added. Specifically, the group added website and mascot development in the amount of \$11,000 and deleted the following: \$2,000 from Survey, \$4,000 from Drain Markers, \$1,500 from Enviroscape presentations, \$1,750 from Rain Garden workshops, and \$850 from BCD Staff Hours. As shown in the attached project budget provided by BCSWCD at the April meeting, the remaining balance on the contract "unspent" for FY 16 was projected to be \$19,360.54 with the changes.

Subsequently, the SWIC met on May 12th and agreed to cancel the contract with BCSWCD in lieu of an agreement with Carolina Clear AND to delete the additional scope items added to the FY 16 program. This changes the "unspent" for FY 16 to \$30,360.54. The proposed contract with Carolina Clear and the MOAs for FY 17 recommend using \$20,000 of the "unspent" funds in FY 16 as part of the start-up scope items with Carolina Clear to be completed in June 2016.

I recommend you "unencumber" your portion of the \$20,000 payable in the FY 16 MOA to prevent any issue with budget overruns once you execute the FY 17 MOA. These dollar amounts are shown in the proposed FY 17 MOA.

Please call me if questions.

Eric

NEIGHBORS FOR CLEAN WATER PO 20160507.00 / \$60,000.00 June 2015 to July 2016

| Survey Company & data analysis | |
|--------------------------------|----------|
| TOTAL BUDGET | 2,700.00 |
| TOTAL EXPENSES | -315.00 |
| TOTAL REMAINING | 2 385.00 |

| MS4 Meetings 3 / Advertising | |
|------------------------------|----------|
| TOTAL BUDGET | 5,200.00 |
| TOTAL EXPENSES | -184.50 |
| TOTAL REMAINING | 5,015.50 |

| Community Education Programs | | |
|------------------------------|----------|--|
| Enviroscape & Stormwater 101 | | |
| TOTAL BUDGET | 2,500.00 | |
| TOTAL EXPENSES | -850.22 | |
| TOTAL REMAINING | 1.649.78 | |

| Nonpoint source brochures | |
|---------------------------|----------|
| TOTAL BUDGET | 5,000.00 |
| TOTAL EXPENSES | -739.19 |
| TOTAL REMAINING | 4,260.81 |

| Stormwater 300-600 | |
|--------------------------|----------|
| Pathogens Webinar Series | |
| TOTAL BUDGET | 1,000.00 |
| TOTAL EXPENSES | -812.50 |
| TOTAL REMAINING | 187.50 |

| Drain Markers & Accessories | |
|-----------------------------|-----------|
| TOTAL BUDGET | 5,750.00 |
| TOTAL EXPENSES | -1,070.32 |
| TOTAL REMAINING | 4,679.68 |

| Pond Conference | |
|-----------------|-----------|
| TOTAL BUDGET | 1,000.00 |
| TOTAL EXPENSES | -2,765.48 |
| TOTAL REMAINING | -1,765.48 |

| Website / NCW Guide Printing | |
|------------------------------|----------|
| TOTAL BUDGET | 2,000.00 |
| TOTAL EXPENSES | -184.50 |
| REMAINING BALANCE | 1,815.50 |

| 7th grade Enviroscape | |
|-----------------------|-----------|
| TOTAL BUDGET | 5,250.00 |
| TOTAL EXPENSES | -2,020.21 |
| REMAINING BALANCE | 3,229.79 |

| Education Festival, contests, booth, | |
|--------------------------------------|-----------|
| | |
| TOTAL BUDGET | 9,400.00 |
| TOTAL EXPENSES | -3,919.40 |
| REMAINING BALANCE | 5,480.60 |

| Rain Garden Workshop | |
|----------------------|----------|
| TOTAL BUDGET | 1,800.00 |
| TOTAL EXPENSES | -36.00 |
| REMAINING BALANCE | 1,764.00 |
| | |

| SWIC/Additional BCD Staff Hours | |
|---------------------------------|-----------|
| Meetings, Reports, Invoicing, | |
| Budgeting, Miscellaneous tasks | |
| TOTAL BUDGET | 18,400.00 |
| TOTAL EXPENSES | -2,242.14 |
| REMAINING BALANCE | 16,157.86 |

| PROPOSED EXPENSES | | |
|----------------------------|-----------|--|
| Billboards | 4,000.00 | |
| Misc. Festivals | 2,500.00 | |
| Website (McQueen) | 9,820.00 | |
| Character Survey (McQueen) | 1,180.00 | |
| Mascot Video (McQueen) | 7,100.00 | |
| Complete video \$27650.00 | | |
| BCD Website | 0.00 | |
| BCD Character Survey | 0.00 | |
| BCD Mascot Video | 0.00 | |
| TOTAL PROPOSED EXPENSES | 24,600.00 | |

*Need costs from BCD

| TOTAL BUDGET | 60,000.00 |
|-------------------|------------|
| TOTAL EXPENSES | -15,139.46 |
| PROPOSED EXPENSES | -24,600.00 |
| REMAINING BALANCE | 20,260.54 |

^{*}Descrepancy of \$355.28 in total expenses.

| Project Category | Budget Cost | |
|--|--------------------------------------|---------------|
| Survey Company & data analysis Prize 2 Kindle drawings Printing Paper surveys | \$2,000 \$500 \$200 | ¢2.700 |
| MS4 Meetings 3 Advertising | \$1,500 \$3,700 | \$2,700 |
| Community Education Programs Enviroscape & Stormwater 101 | \$2,500 | \$5,200 |
| nonpoint source brochures | \$5,000 | |
| Stormwater 300-600 Classes | \$1,000 | |
| Drain Markers & Accessories | \$5,750 | |
| Pond Clinic/ Conference | \$1,000 | |
| NCW Guide, printing | \$2,000 | |
| NCW Guide, artwork (# 18) | | |
| NCW Web updates (#18) | | |
| 7th grade Enviroscape (85 classes) enviroscape Model | \$4,250 \$1,000 | \$5,250 |
| Education Festival, contests, booth, giveaways, flyers,& staffing events | \$5,500 | 43,230 |
| NCW T-shirts Magnetic Car signs for Staff Bluffton High Rain barrels Rain barrel flyer | \$300 \$400 \$2,000 \$1,200 | \$9,400 |
| Rain Garden Workshop | \$1,800 | |
| Additional BCD Staff hours for contract implementation total Hours 1-17 Total monthly hours | \$18,000 | |
| Hours x 15 x 20% Total #18 mileage Other Expenses & Mileage 1-17 | \$400 | |
| Totals | \$60,000 | |
| | | |

Budget FY16 Actual budget is 57,745 because of the pond conf. recipts We did not make money on this, but paid part of the expenses in FY2015

STATE OF SOUTH CAROLINA) MEMORANDUM OF AGREEMENT COUNTY OF BEAUFORT) CITY OF BEAUFORT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Beaufort, South Carolina, (hereinafter referred to as the "City"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the City and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, dated August 14, 2012, establishes that the City and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including stormwater utility administration; and

WHEREAS, the City or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County followed adopted procurement policy, selected, and entered into a contract with Applied Technology & Management, Inc. (ATM) for engineering and consulting services on August 19, 2014 for Beaufort County Stormwater Management needs. Under that contract, ATM assisted the County and City with a Stormwater Utility Rate Study in FY 2016; and

WHEREAS, the Rate Study included a Utility Billing Model that must be updated with budget needs, updated to reflect established rates for the various adopted rate structures, and implemented to calculate the fees to be billed and collected by the County on behalf of the Towns and City within the County for fiscal year 2017, with ATM providing support and training on the annual update of the Model; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A and referred to as Task Order _____, with ATM to procure services at a cost not to exceed Thirty Thousand dollars and Zero cents (\$30,000) for Stormwater Utility billing model implementation support for the Towns and the City within the County for fiscal year 2017; and

WHEREAS, the County has requested that the City share in payment for these services and the City agrees to share in the cost for the services in an amount based upon the proportion of Stormwater Utility accounts that lie within the City Limits (5.2%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution for remainder of the current fiscal year and fiscal year 2017.

NOW, THEREFORE, the City agrees to compensate the County in an amount not to exceed One Thousand, Five Hundred, Sixty dollars and Zero cents (\$1,560.00) in fiscal year 2017 to pay for its proportional share of funding the Stormwater Utility billing model implementation support for Towns and the City within the County for fiscal year 2017. Funds will be received by the County via Stormwater Management Fee per account collected by the County on behalf of the City and will not be billed separately.

| | EOF , the City of Beaufort, South Carolina and Beaufort County, South ly authorized officers have set their hands and seals on thisday |
|------------|---|
| WITNESSES: | BEAUFORT COUNTY |
| | Ву: |
| | Its: |
| WITNESSES: | CITY OF BEAUFORT |
| | By: |
| | Its: |

STATE OF SOUTH CAROLINA) MEMORANDUM OF AGREEMENT COUNTY OF BEAUFORT) TOWN OF BLUFFTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the Town of Bluffton, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, dated August 24, 2011, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including stormwater utility administration; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County followed adopted procurement policy, selected, and entered into a contract with Applied Technology & Management, Inc. (ATM) for engineering and consulting services on August 19, 2014 for Beaufort County Stormwater Management needs. Under that contract, ATM assisted the County and Town with a Stormwater Utility Rate Study in FY 2016; and

WHEREAS, the Rate Study included a Utility Billing Model that must be updated with budget needs, updated to reflect established rates for the various adopted rate structures, and implemented to calculate the fees to be billed and collected by the County on behalf of the Towns and City within the County for fiscal year 2017, with ATM providing support and training on the annual update of the Model; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A and referred to as Task Order _____, with ATM to procure services at a cost not to exceed Thirty Thousand dollars and Zero cents (\$30,000) for Stormwater Utility billing model implementation support for the Towns and the City within the County for fiscal year 2017; and

WHEREAS, the County has requested that the Town share in payment for these services and the Town agrees to share in the cost for the services in an amount based upon the proportion of County Single Family Units (SFUs) that lie within the Town Limits (13.0%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution for remainder of the current fiscal year and fiscal year 2017.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed Three Thousand, Nine Hundred, Seven dollars and Zero cents (\$3,907.00) in fiscal year 2017 to pay for its proportional share of funding the Stormwater Utility billing model implementation support for Towns and the City within the County for fiscal year 2017. Funds will be received by the County via invoices sent quarterly by the County to the Town.

| | OF, the Town of Bluffton, South Carolina and Beaufort County, South y authorized officers have set their hands and seals on thisday |
|------------|---|
| WITNESSES: | BEAUFORT COUNTY |
| | By: |
| | Its: |
| WITNESSES: | TOWN OF BLUFFTON |
| | By: |
| | Its: |

STATE OF SOUTH CAROLINA) MEMORANDUM OF AGREEMENT COUNTY OF BEAUFORT) TOWN OF HILTON HEAD ISLAND

THIS AGREEMENT is made and entered into this _____ day of ______, 2016 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, dated August 22, 2011, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including stormwater utility administration; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County followed adopted procurement policy, selected, and entered into a contract with Applied Technology & Management, Inc. (ATM) for engineering and consulting services on August 19, 2014 for Beaufort County Stormwater Management needs. Under that contract, ATM assisted the County and Town with a Stormwater Utility Rate Study in FY 2016; and

WHEREAS, the Rate Study included a Utility Billing Model that must be updated with budget needs, updated to reflect established rates for the various adopted rate structures, and implemented to calculate the fees to be billed and collected by the County on behalf of the Towns and City within the County for fiscal year 2017, with ATM providing support and training on the annual update of the Model; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A and referred to as Task Order _____, with ATM to procure services at a cost not to exceed Thirty Thousand dollars and Zero cents (\$30,000) for Stormwater Utility billing model implementation support for the Towns and the City within the County for fiscal year 2017; and

WHEREAS, the County has requested that the Town share in payment for these services and the Town agrees to share in the cost for the services in an amount based upon the proportion of County Single Family Units (SFUs) that lie within the Town Limits (29.2%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution for remainder of the current fiscal year and fiscal year 2017.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed Eight Thousand, Seven Hundred, Sixty dollars and Zero cents (\$8,760.00) in fiscal year 2017 to pay for its proportional share of funding the Stormwater Utility billing model implementation support for Towns and the City within the County for fiscal year 2017. Funds will be received by the County via invoices sent quarterly by the County to the Town.

| IN WITNESS WHE | REOF, the Town of Hilton Head Island, South Carolina and Beaufort County, |
|--|---|
| South Carolina, by and throughout day of | ugh their duly authorized officers have set their hands and seals on this 2016. |
| WITNESSES: | BEAUFORT COUNTY |
| | By: |
| | Its: |
| WITNESSES: | TOWN OF HILTON HEAD ISLAND |
| | By: |
| | Its: |

STATE OF SOUTH CAROLINA) MEMORANDUM OF AGREEMENT COUNTY OF BEAUFORT) TOWN OF PORT ROYAL

THIS AGREEMENT is made and entered into this _____ day of ______, 2016 by and between the Town of Port Royal, South Carolina, (hereinafter referred to as the "Town"), and Beaufort County, South Carolina (hereinafter referred to as the "County").

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of meeting certain requirements of state and federally mandated National Pollution Discharge Elimination System (NPDES) permits; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina, dated June 26, 2012, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to NPDES permit compliance activities, including stormwater utility administration; and

WHEREAS, the Town or County may contract for the private services and materials related to NPDES permit requirements and request the other party to assist in the payment for the contracted services and materials at an agreed upon rate; and

WHEREAS, the County followed adopted procurement policy, selected, and entered into a contract with Applied Technology & Management, Inc. (ATM) for engineering and consulting services on August 19, 2014 for Beaufort County Stormwater Management needs. Under that contract, ATM assisted the County and Town with a Stormwater Utility Rate Study in FY 2016; and

WHEREAS, the Rate Study included a Utility Billing Model that must be updated with budget needs, updated to reflect established rates for the various adopted rate structures, and implemented to calculate the fees to be billed and collected by the County on behalf of the Towns and City within the County for fiscal year 2017, with ATM providing support and training on the annual update of the Model; and

WHEREAS, the County shall enter into an agreement, attached as Exhibit A and referred to as Task Order _____, with ATM to procure services at a cost not to exceed Thirty Thousand dollars and Zero cents (\$30,000) for Stormwater Utility billing model implementation support for the Towns and the City within the County for fiscal year 2017; and

WHEREAS, the County has requested that the Town share in payment for these services and the Town agrees to share in the cost for the services in an amount based upon the proportion of Stormwater Utility accounts that lie within the Town Limits (3.0%) for fiscal year 2017; and

WHEREAS, this agreement shall be in effect from the date of execution for remainder of the current fiscal year and fiscal year 2017.

NOW, THEREFORE, the Town agrees to compensate the County in an amount not to exceed Nine Hundred dollars and Zero cents (\$900.00) in fiscal year 2017 to pay for its proportional share of funding the Stormwater Utility billing model implementation support for Towns and the City within the County for fiscal year 2017. Funds will be received by the County via Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

| | OF, the Town of Port Royal, South Carolina and Beaufort County, South y authorized officers have set their hands and seals on thisday |
|------------|---|
| WITNESSES: | BEAUFORT COUNTY |
| | By: |
| | Its: |
| WITNESSES: | TOWN OF PORT ROYAL |
| | By: |
| | Its: |

| STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT |) | MEMORANDUM OF AGREEMENT CITY OF BEAUFORT |
|---|--|---|
| | Carolina, (her | ed into this day of, 2016 by and reinafter referred to as the "City"), and Beaufort County ty"). |
| WHEREAS, the City and of meeting certain goals for water qua | | nize that it may be mutually beneficial to share in the cos nmunity; and |
| Carolina, and the City of Beaufort, | South Carolin to share the co | t and Utility Agreement between Beaufort County, South a, dated August 14, 2012, establishes that the City and osts and responsibilities related to stormwater activities and |
| | e other party | ontract for the private services and materials related to assist in the payment for the contracted services and |
| Carolina Beaufort (hereinafter referr Hundred Twenty Thousand dollars ar | red to as "USC nd zero cents (S n northern Beau | n contract, attached as Exhibit A, with University of South CB lab") to procure services at a cost not to exceed One \$120,000.00) for annual stormwater monitoring, sampling ufort County and shared by Beaufort County, the Town of 2017; and |
| | e services in a | t the City share in payment for USCB lab services and the n amount based upon the proportion of Stormwater Utility fiscal year 2017; and |
| | ewed annually | effect from the date of execution for remainder of the for a period of up to five (5) years. The parties may ear prior to renewal. |
| Thousand, Two Hundred, Twelve of proportional share of funding the co | lollars and zer onsulting activi nty via the Sto | compensate the County in an amount not to exceed Terror corents (\$10,212.00) in fiscal year 2017 to pay for its ities of USCB lab throughout northern Beaufort County ormwater Management Fee per account collected by the separately. |
| | | Beaufort, South Carolina and Beaufort County, South cers have set their hands and seals on thisday |
| WITNESSES: | | BEAUFORT COUNTY |
| | | By: |
| | | Its: |
| WITNESSES: | | CITY OF BEAUFORT |
| | | By: |

Its: ____

| STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT |) | MEMORANDUM OF AGREEMENT TOWN OF PORT ROYAL |
|---|---|---|
| | outh Carolina | red into this day of, 2016 by and a, (hereinafter referred to as the "Town"), and Beaufor the "County"). |
| WHEREAS, the Town and cost of meeting certain goals for water | | cognize that it may be mutually beneficial to share in the ar community; and |
| Carolina, and the Town of Port Roya | l, South Card share the c | at and Utility Agreement between Beaufort County, South olina, dated June 26, 2012, establishes that the Town and costs and responsibilities related to stormwater activities and |
| | | contract for the private services and materials related to assist in the payment for the contracted services and |
| Carolina Beaufort (hereinafter referre Hundred Twenty Thousand dollars and | d to as "USO d zero cents (northern Bea | n contract, attached as Exhibit A, with University of South CB lab") to procure services at a cost not to exceed One \$120,000.00) for annual stormwater monitoring, sampling ufort County and shared by Beaufort County, the Town of 2017; and |
| | or the service | that the Town share in payment for USCB lab services and the services in an amount based upon the proportion of Stormwater (2.0%) for fiscal year 2017; and |
| | wed annually | effect from the date of execution for remainder of the for a period of up to five (5) years. The parties may year prior to renewal. |
| Thousand, One Hundred, Eight doll proportional share of funding the con | ars and zero sulting active y via the Sto | to compensate the County in an amount not to exceed Six of cents (\$6,108.00) in fiscal year 2017 to pay for its ities of USCB lab throughout northern Beaufort County ormwater Management Fee per account collected by the diseparately. |
| | | f Port Royal, South Carolina and Beaufort County, South cers have set their hands and seals on thisday |
| WITNESSES: | | BEAUFORT COUNTY |
| | | By: |
| | | Its: |
| WITNESSES: | | TOWN OF PORT ROYAL |
| | | By: |

Its: ____



May 24, 2016

Public Meetings for Stormwater Management Plan Update

Neighbors for Clean Water invites residents to participate in public meetings regarding the County's Stormwater Management Plan, to include updating of the current Best Management Practices (BMP) manual and Stormwater Ordinance. The input from residents will assist the County and municipalities in helping to determine the future stormwater needs of the County. All meetings will occur from 6:00 p.m. to 8:00 p.m. as follows:

Monday, June 20, 2016: Saint Helena Library Branch, 6355 Jonathan Francis Senior Road, Saint Helena Island

Tuesday, June 21, 2016: <u>Beaufort County Public Works Department</u>, 120 Shanklin Road, Beaufort

Wednesday, June 22, 2016: <u>Bluffton Library Branch</u>, 120 Palmetto Way, Bluffton

Thursday, June 23, 2016: <u>Hilton Head Island Library Branch</u>, 11 Beach City Road, Hilton Head Island

For more information, call the <u>Beaufort County Stormwater Department</u> at 843-255-2805.





BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BOARD AGENDA

Wednesday, August 10, 2016 2:00 p.m.

Executive Conference Room, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort, South Carolina 843.255.2805

In accordance with South Carolina Code of Laws, 1976, as amended, Section 30-4-80(d), all local media was duly notified of the time, date, place and agenda of this meeting.

- 1. CALL TO ORDER 2:00 p.m.
 - A. Approval of Agenda
 - B. Approval of Minutes June 8, 2016 (backup)
- 2. INTRODUCTIONS
- 3. PUBLIC COMMENT
- 4. REPORTS
 - A. Utility Update Eric Larson, P.E. (backup)
 - B. Monitoring Update Eric Larson, P.E. (backup)
 - C. Stormwater Implementation Committee Report Eric Larson, P.E. (backup)
 - D. Stormwater Related Projects Eric Larson, P.E. (backup)
 - E. Upcoming Professional Contracts Report Eric Larson, P.E. (backup)
 - F. Regional Coordination Eric Larson, P.E. (backup)
 - G. Municipal Reports Eric Larson, P.E. (backup)
 - H. MS4 Update Rebecca Baker (backup)
 - I. Maintenance Projects Report David Wilhelm (backup)
- 5. UNFINISHED BUSINESS
- 6. NEW BUSINESS
- 7. PUBLIC COMMENT
- 8. NEXT MEETING AGENDA A. September 14, 2016 (backup)
- 9. ADJOURNMENT

