



## County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls  
Complex 100 Ribaut Road, Beaufort

**Monday, January 23, 2023  
5:00 PM**

### AGENDA

#### COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN	LAWRENCE MCELYNN, VICE-CHAIRMAN
LOGAN CUNNINGHAM	GERALD DAWSON
PAULA BROWN	YORK GLOVER
THOMAS REITZ	ALICE HOWARD
MARK LAWSON	DAVID BARTHOLOMEW
ANNA MARIE TABERNIK	

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Paula Brown
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES- December 12, 2022
6. ADMINISTRATOR'S REPORT
- [7.](#) PROCLAMATION RECOGNIZING BEAUFORT HIGH SCHOOL'S STATE CHAMPIONSHIP
8. PRESENTATION OF A SHORT VIDEO FROM CHRISTOPHER MORRILL, GFOA EXECUTIVE DIRECTOR CONGRATULATING BEAUFORT COUNTY COUNCIL ON WINNING ITS FIRST DISTINGUISHED BUDGET AWARD - PINKY HARRIOTT, Capital Projects Manager

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#### CITIZEN COMMENTS

- [9.](#) **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes ( a total of 15 minutes ) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

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#### COMMITTEE REPORTS

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10. LIASION AND COMMITTEE REPORTS

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**PUBLIC HEARINGS AND ACTION ITEMS**

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- 11. APPROVAL OF CONSENT AGENDA
- [12.](#) FIRST READING OF AN ORDINANCE TO AMEND THE SOUTHERN LOWCOUNTRY DESIGN MANUAL TO MEET THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS
- [13.](#) FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.90.D (PENALTY FOR CLEAR CUTTING PRIOR TO DEVELOPMENT) TO INCREASE THE PENALTIES FOR CLEAR CUTTING PROPERTY AND PROVIDE GUIDANCE ON ACCEPTABLE FORESTRY PRACTICES.
- [14.](#) FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX C.2 (ROBERT SMALLS PARKWAY (SC 170)) TO UPDATE ACCESS MANAGEMENT STANDARDS.
- [15.](#) FIRST READING OF AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO.
- [16.](#) FIRST READING OF AN ORDINANCE TO APPROPRIATE FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO (FISCAL IMPACT: *THE AWARD WILL BE FROM THE FUND BALANCE AND CURRENT YEAR REVENUES IN FUND 2000.*)
- [17.](#) PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH BEAUFORT ELITE VOLLEYBALL CLUB FOR A PORTION OF THE REAL PROPERTY LOCATED AT 2727 DEPOT ROAD (FISCAL IMPACT: Elite Volleyball to pay \$525.00 monthly in rent to Beaufort County (\$6,300 yearly)
- [18.](#) APPROVAL OF A RESOLUTION TO INCLUDE THE OKATIE REGIONAL PRESERVE IN THE OLD GROWTH FOREST NETWORK PRIVATE FOREST REGISTRY AND ENTER INTO A MEMORANDUM OF AGREEMENT FOR THE PROPERTY TO REMAIN PERPETUALLY UNLOGGED

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**CITIZEN COMMENTS**

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- 19. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes ( a total of 15 minutes ) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
- 20. ADJOURNMENT



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## CONSENT AGENDA

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### Items Originating from the Finance Committee

1. APPROVAL OF A STORMWATER REQUIRED PROCUREMENT OF THE ROVVERX TRUCK AND VC500 CAMERA SYSTEM (\$227,769.84)
2. 2023 AGENCIES, BOARDS, AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

### Items Originating from the Public Facilities Committee

3. SECOND READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD

*Vote at First Reading on January 9, 2023- 11:0*

4. SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY (FISCAL IMPACT: *Purchase Price in the amount of \$1,930,000 and a six (6) month lease with the seller for a nominal amount.*)

*Vote at First Reading on January 9, 2023- 11:0*

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## END OF CONSENT AGENDA

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**TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:**

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



## County Council Meeting Beaufort County, SC

This meeting was held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, December 12, 2022  
5:30 PM**

### MINUTES

Watch the video stream available on the County's Website to hear the whole discussion or presentation on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/190955>

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:30 PM.

#### PRESENT

Chairman Joseph F. Passiment  
Council Member Logan Cunningham  
Council Member Gerald Dawson (arrived late)  
Council Member Brian Flewelling  
Council Member York Glover  
Council Member Chris Hervocho  
Council Member Alice Howard  
Council Member Mark Lawson (arrived late)  
Council Member Lawrence McElynn

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance, and Council Member McElynn led the invocation.

#### 3. FOIA

Chairman Passiment noted that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Rodman, to approve the agenda.

Council Member Howard highlighted her plan to postpone item 10 to allow the Rural and Critical Lands Board time to conduct their analysis and provide input.

Chairman Passiment and Council Member Rodman discussed whether the public hearing for item 10 could still be held. Council Member Hervochon clarified that audience members could speak on item 10 during the citizen comments portion of the meeting.

**The Vote** - The motion was approved without objection.

#### 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Glover, to approve the minutes of November 14, 2022.

**The Vote** - The motion was approved without objection.

#### 6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the entire report.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=304>

County Administrator Greenway thanked the outgoing Council Members for their service, announced that the South Carolina Department of Veterans Affairs awarded 3.3 million dollars to Beaufort County for the pathway between the Marine Corps Air Station and the US Marine Corps Laurel Bay military housing area, and discussed the planned submission of the draft Comprehensive Annual Financial Report in compliance with state deadlines.

#### 7. CITIZEN COMMENTS

Please watch the video stream available on the County's website to view the entire comment.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=563>

Thomas Curtis Monroe Jr. thanked the Council Members for their service and commented on Hilton Head's drainage issues and the need for the Highway 78 extension.

Grant McClure commented on item 10 by discussing the need to scrutinize property transfers and uphold the original intent of including those properties in the Rural and Critical Lands Program. Mr. McClure also advocated for an analysis of the natural resource values lost and gained in the exchange and for the vote on this item to be postponed.

#### 8. LIASION AND COMMITTEE REPORTS

Please watch the video stream available on the County's website to view the entire report.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=903>

Council Member Rodman briefed Council on consent agenda item 5.

Council Member McElynn commented on the recommendation to appoint Marilyn Harris to the Beaufort Housing Authority.

#### 9. APPROVAL OF CONSENT AGENDA

**Motion:** It was moved by Council Member Sommerville, seconded by Council Member Hervochon, to approve the consent agenda.

**The Vote** - The motion was approved without objection.

#### 10. PUBLIC HEARING AND APPROVAL OF A RESOLUTION TO SWAP IDENTIFIED PROPERTIES BETWEEN BEAUFORT COUNTY AND THE RURAL AND CRITICAL LANDS PROGRAM IN ORDER TO BUILD AN ADDITIONAL LIBRARY, ADDITIONAL PARKS AND RECREATION FIELDS AND A SOLID WASTE MATERIAL RECOVERY FACILITY IN SOUTHERN BEAUFORT COUNTY

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=1129>

**Motion to Postpone:** It was moved by Council Member Howard, seconded by Council Member Hervochon, to postpone action on this item until the County Council meeting on January 23, 2023.

Council Member Flewelling commented on his preference to vote against the motion but recognized that this is the desired path forward.

Council Member Cunningham asked if the public hearing on the item could be conducted since the notice was published, and County Attorney Keaveny replied that it could still be held.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

Council Members Cunningham and Howard discussed the previous postponement of the item.

Council Member Cunningham expressed his opposition to the motion.

**The Vote** - Voting Yea: Chairman Passiment, Vice-Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Rodman. Voting Nay: Council Member Cunningham, Council Member Dawson, and Council Member Flewelling. The motion passed 8:3.

**11. PUBLIC HEARING AND APPROVAL OF A RESOLUTION TO APPROVE A COMMERCIAL PROPERTY LEASE AGREEMENT BETWEEN BEAUFORT COUNTY - 36 HUNTER ROAD, HILTON HEAD ISLAND, SC 29926 - AND AVIS BUDGET GROUP**

**Motion:** It was moved by Council Member Rodman, seconded by Council Member McElynn, to approve the public hearing and a resolution to approve a commercial property lease agreement between Beaufort County - 36 Hunter Road, Hilton Head Island, SC 29926 - and Avis Budget Group.

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**The Vote** - The motion was approved without objection.

**12. THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.3.20 (ARCHITECTURAL STANDARDS AND GUIDELINES APPLICABILITY) AND APPENDIX, DIVISION A.1.20 (COMMUNITY PRESERVATION DISTRICTS - RELATIONSHIP TO THE COMMUNITY DEVELOPMENT CODE) TO RESTRICT THAT A SHIPPING CONTAINER OR OTHER SIMILAR PORTABLE STORAGE CONTAINER IS NOT CONSIDERED A DWELLING**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=1531>

**Motion:** It was moved by Council Member Dawson, seconded by Council Member Howard, to approve the third reading of an ordinance for a text amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts - Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling.

Council Member Lawson commented on the safety issues of storage containers.

Council Member Lawson and Assistant County Administrator Atkinson the appeal process for a zoning ordinance and the possibility for someone to appeal for a variance to build with storage containers.

Council Member Glover and Assistant County Administrator Atkinson confirmed that the amendment would not impact agriculture.

Council Members Cunningham and Flewelling voiced their opposition to the motion.

**The Vote** - Voting Yea: Chairman Passiment, Vice-Chairman Sommerville, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Rodman. Voting Nay: Council Member Cunningham, Council Member Flewelling, and Council Member Hervochoch. The motion passed 8:3.

### 13. THIRD READING OF AN ORDINANCE TO PROVIDE MAINTENANCE WORK ON PRIVATE ROADS

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=1741>

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Glover, to approve the third reading of an ordinance to provide maintenance work on private roads.

Council Member McElynn provided an update on the following:

- the legal discoveries related to this item, including the constitutional restrictions on the use of public funds to improve private property if the improvement is for the exclusive use of the property owners
- the processes and procedures in place for public funding of private road maintenance if the property owners reimburse the County or donate the road to the County
- the potential authorization of an illegal ordinance if this item was positively voted on
- the request for studies to be conducted by the Community Services Committee and staff to determine short-term and long-term actions, including the potential purchase of four-wheel drive ambulances

Council Member Flewelling thanked Council Member McElynn for his suggestions and asked if the item could be referred to a committee.

**Motion to Refer to Committee:** It was moved by Council Member Flewelling, seconded by Council Member Glover, to return the item to the Community Services Committee for reconsideration and amendment of their proposed ordinance to be more in compliance with state law.

Council and County Administrator Greenway discussed whether the item would be brought back to Council as second or third reading.

County Administrator Greenway highlighted potential changes to the structure of committees, which might include changes to the name of the Community Services Committee.

Council Member Cunningham commented on the previous decision to refer the item to a committee due to concerns that the action was illegal. He asked if voting against the motion and starting over was the better option.

Council Member Glover commented that the ordinance only deals with road maintenance necessary for emergency purposes only.

Vice-Chairman Sommerville discussed his opposition to the vote's postponement because the work on this issue should start over with a different perspective.

Council Member Dawson commented that staff members are put in a difficult situation during emergencies if they cannot provide services on private roads.

Council Member Rodman outlined how the Council would be better served by taking a fresh approach and engaging in more legal discussions on this matter.

Council Member Howard commented on her preference for starting over and for staff to think of alternative ways to address the issue.

Council Member McElynn commented that the current ordinance should be disposed of and that a new effort should be undertaken to find a way to improve private roads in line with the constitution.

**The Vote** - Voting Yea: Council Member Dawson, Council Member Flewelling, and Council Member Glover. Voting Nay: Chairman Passiment, Vice-Chairman Sommerville, Council Member Cunningham, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Rodman. The motion failed 3:8.

Council Member Rodman discussed the creation of a special tax district to pay for maintenance.

Council Member Glover highlighted that those in need might not have the resources to pay for road maintenance.

**The Vote** - Voting Yea: Council Member Flewelling and Council Member Glover. Voting Nay: Chairman Passiment, Vice-Chairman Sommerville, Council Member Cunningham, Council Member Dawson, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Rodman. The motion failed 2:9.

**14. A RESOLUTION DECLARING THE RESULTS OF A REFERENDUM TO IMPOSE A ONE (1) PERCENT SALES AND USE TAX SUBJECT TO THE REFERENDUM CALLED FOR BY ORDINANCE 2022/36**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Howard, to approve a resolution declaring the results of a referendum to impose a one (1) percent sales and use tax subject to the referendum called for by Ordinance 2022/36.

Council Member Cunningham highlighted the opportunities over the next two years to accomplish the objectives of the referendum.

**The Vote** - The motion was approved without objection.

**15. SPECIAL RECOGNITION OF OUTGOING COUNTY COUNCIL MEMBERS**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=3389>

Council Members Hervochon, Flewelling, Sommerville, and Rodman were recognized for their service on Beaufort County Council with the presentation of a plaque and the opportunity to provide statements.

Council also recognized Assistant County Administrator Phil Foot's retirement and thanked him for his service to Beaufort County.

**16. CITIZEN COMMENTS**

Please watch the video stream available on the County's website to view the entire comment.

<https://beaufortcountysc.new.swagit.com/videos/190955?ts=4102>

Leanne Coulter thanked Council for supporting the residents of Daufuskie Island.

Mr. Campbell thanked Council for addressing issues faced by retired employees.

James Williams thanked Council for cooperating with the Beaufort-Jasper Economic Opportunity Commission.

**17. ADJOURNMENT**

Adjourned: 6:43 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council  
Ratified:

## ~ Proclamation ~

**Whereas**, the last Public School State Championship Title from Beaufort County was in 1945 by the Beaufort Tidal Wave; and

**Whereas**, Beaufort High School moved to Class 3A this year because of realignment; and

**Whereas**, the Beaufort High School Eagles Football Team won their last eight straight games during the regular season; and

**Whereas**, Beaufort High School won the next three playoff games against Orangeburg-Wilkinson, Crestwood, and Gilbert High Schools; and

**Whereas**, Beaufort High won the Lower State Championship by defeating Dillon High School; and

**Whereas**, the Beaufort High School Eagles Football Team beat Powdersville High School to win the 3A State Championship with a score of 41-31;

**Now Therefore, be it resolved** by the County Council of Beaufort County that this Council hereby wishes to recognize and congratulate the 2022 Beaufort High School Eagles Football Team on their South Carolina State 3A Championship Title.

Dated this 23<sup>rd</sup> Day of January 2023

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Joseph F Passiment, Jr., Chairman  
Beaufort County Council





**CITIZEN COMMENTS**  
**\*\*\*\*AGENDA ITEMS ONLY\*\*\*\***

**County Council Meeting**  
**January 23, 2023**

**FULL NAME (print only)**

**Agenda Item Number**

1. Robert New

Not on agenda

2. ~~PAULA SMITH~~

~~Not on agenda~~

3. Donald Hamburger

consent agenda #4

4. Skip HOABLAMP

13-17 / Not on agenda

5. FRANK CERULLI

SHELL POINT  
908 872 8016

6. \_\_\_\_\_

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7. \_\_\_\_\_

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16. \_\_\_\_\_

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# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE TO AMEND THE SOUTHERN LOWCOUNTRY DESIGN MANUAL TO MEET THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use – January 9, 2023
<b>PRESENTER INFORMATION</b>
Jared Fralix, P.E. – ACA Engineering (alternate) Neil Desai, P.E. – Public Works Director (10 min)
<b>ITEM BACKGROUND:</b>
January 11th, 2021 – County Council Approved adoption of Southern Lowcountry Design Manual December 14th, 2022 – Stormwater Utility Board approved proposed updates to the Southern Lowcountry Design Manual.
<b>PROJECT / ITEM NARRATIVE:</b>
As Beaufort County has implemented the Southern Lowcountry Design Manual, staff has recognized the need for updates to be made to stay current as knowledge in our field improves. Updates to this manual also include process improvements for the development community in Beaufort County. The manual updates are consistent with the regional standards for those who have adopted the Southern Lowcountry Design Manual.
<b>FISCAL IMPACT:</b>
There are no fiscal impacts associated with the adoption of the Southern Lowcountry Design Manual updates.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the proposed Southern Lowcountry Design Manual updates.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the adoption of the proposed Southern Lowcountry Design Manual updates. <b>(Next Step – Upon approval, send to County Council for First Reading)</b>

**AN ORDINANCE TO AMEND THE SOUTHERN LOWCOUNTRY DESIGN MANUAL TO MEET THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS**

**WHEREAS**, Act 283 of 1975, The Home Rule Act, vested Beaufort County Council with the independent authority to control all acts and powers of local governmental authority that are not expressly prohibited by South Carolina law; and

**WHEREAS**, Chapter 99, Article II, “Stormwater Management Utility” was adopted on August 27, 2001 and was modified by ordinance on August 22, 2005, September 28, 2015 and September 26, 2016; and

**WHEREAS**, Stormwater Management Utility was established for the purpose of managing, acquiring, constructing, protecting, operating, maintaining, enhancing, controlling, and regulating the use of stormwater drainage systems in the county; and

**WHEREAS**, pursuant to the requirements mandated by the Municipal Separate Storm Sewer System (MS4) permit issued by the South Carolina Department of Health and Environmental Control (DHEC) on December 1, 2015, Beaufort County is required to adopt standards related to Stormwater management and create a regulatory framework to enforce the same; and

**WHEREAS**, County Council adopted the Southern Lowcountry Design Manual on January 11th, 2021 (2021/01) as the source of the technical stormwater standards used in the development of Stormwater Plans; and

**WHEREAS**, County Council desires to adopt the updates to the Southern Lowcountry Design Manual as set forth in Exhibit A.

**NOW THEREFORE, BE IT RESOLVED, THAT BEAUFORT COUNTY COUNCIL**, in a meeting duly assembled, does hereby adopt and implement Southern Lowcountry Design Manual text amendments as set forth In Exhibit A.

**ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

**ATTEST:**

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



## Southern Lowcountry Design Manual Technical Subcommittee

Manual Edits – Third Draft – October 25, 2022

Clarify as-builts must be submitted prior to final inspection under Chapter 2.3.2.

### In 2.3.2 Final Inspection:

*Final Inspection.* The applicant is required to contact Beaufort County and the professional engineer responsible for certifying the as-built SWMP to schedule a final inspection one week prior to the completion of a BMP construction to schedule a final inspection of the BMP. The professional engineer responsible for certifying the as-built SWMP shall provide an inspection report and punch-list items to be performed by applicant to Beaufort County. Upon owner/applicant request and Town of Bluffton receipt of Final Inspection report and punch list from the professional engineer responsible for certifying the as-built SWMP Beaufort County will conduct a final inspection to review project work, punch list and determine if any additional punch list items are required to be performed. **As-builts, all requisite paperwork, and close out materials must be submitted to and approved by Beaufort County for final approval. Final approval of the BMP will not be issued until As-builts are submitted and approved by Beaufort County and all requisite paperwork and close-out materials have been submitted to and approved by Beaufort County.**

Revise to change Final Construction to Notice of Termination for inspection reports.

### **2.3.3 Final Construction Notice of Termination (NOT) Inspection Reports** (change to NOT vs. Final to not confuse with final BMP inspections)

Upon notification of the applicant, Beaufort County will conduct an **final NOT** inspection to determine if the complete work is constructed in accordance with approved plans and the intent of this Manual and the Unified Development Ordinance. Within 21 days of **the final inspection construction site completion**, the applicant must submit an as-built package, as required by the Design Manual and/or As-built submittal checklist, as may be provided by Beaufort County. The As-Built submittal must be certified by a registered professional engineer licensed in the State of South Carolina. For a project consisting entirely of work in the PROW, the submission of a Record Drawing certified by an officer of the project contracting company is acceptable if it details the as-built construction of the BMPs, related stormwater infrastructure, and land covers.

A registered professional engineer licensed in South Carolina is required to certify as-built SWMPs and state that “all activities including clearing, grading, site stabilization, the preservation or creation of pervious land cover, the construction of drainage conveyance systems, the construction of BMPs, and all other stormwater-related components of the project were accomplished in strict accordance with the approved SWMP and specifications. Furthermore, to the best of my knowledge and belief this As-Built truly represents existing field conditions including but not limited to sizes, diameters, dimensions, horizontal location, line and



grade, and elevation". As stated in Section 2.2.2 Resubmission of Stormwater Management Plans, all plan changes are subject to Beaufort County approval. The as-built certification must be on the original SWMP.

Upon completion, these plans will be submitted to Beaufort County for processing. The estimated time for processing will be two weeks (10 working days), after which the plans will be returned to the engineer. Beaufort County will provide the applicant with written notification of the **final NOT** inspection results.

#### **2.4.33.4 Post-Construction BMP Inspection for Preventative Maintenance**

**Add statement on certification section of checklist that makes submitters acknowledge that incomplete submittals may be returned without a full review**

- Certification Statement will now read "The engineering features of all stormwater best management practices (BMPs), stormwater infrastructure, and land covers (collectively the "Facility") have been designed/examined by me and found to be in conformity with the standard of care applicable to the treatment and disposal of stormwater pollutants. The Facility has been designed in accordance with the specification required under Chapter 99 of the Beaufort County Ordinance. **Further, I acknowledge that incomplete submittals may be returned without a full review and that new material supplied in response to comments may result in new comments.**"

**Add Compliance Calculator Sheets/water quality requirements as an item for final review on Appendix D Design Checklist**

- Updated Appendix D attached

#### **10% rule**

- Add language as a stand-alone paragraph at the end of Section 3.8 Extreme Flood Requirement: 10% Rule –

Flooding problem areas exist in many locations in the Southern Lowcountry to the point that stormwater controls have become overwhelmed where controls were never adequately designed or installed to control runoff. The ability to maintain a system is also suspected to contribute to some of the frequent flooding. In an effort to relieve existing flooding problems, <insert jurisdiction> requires this additional design criteria during the site permitting process. Acceptable means of determining the hydrology of the study area may include StreamStats (if the drainage area meets the minimum acceptable area required by StreamStats), NRCS (TR-55, TR-20), or any approved hydrology methodology used while in stormwater or drainage design. Drainage areas (utilizing County obtained LIDAR) can be delineated using automated tools found in software packages, GIS,

or by hand. Automated delineated drainage areas must still be reviewed by the plan reviewer for accuracy.

Typically, County obtained LIDAR may be utilized for development of channel contours to be used in the hydraulic model. Using this information, a simplistic HEC-RAS model (or suitable alternative including PCSWMM, XPSWMM, ICPR) can be established to determine the hydraulic performance of the channel. In the event the channel is not reflected in the LIDAR data, near survey grade GPS units can be utilized to collect the general channel alignment, with hand measurements taken periodically to determine channel dimensions. Culverts and bridges dimensions and elevations within the study limits may be obtained using near survey grade GPS locating and measuring the depth from the roadway surface. These measurements can then be converted to an elevation based off the LIDAR elevation of the roadway. Generally speaking, a PLS sealed survey is not needed for this application. If the area includes a FEMA regulated floodway, the FEMA effective model may be utilized where appropriate. However, depending on the magnitude of the impact and the specific conditions of the analysis, additional information and data may be necessary such as collecting PLS field run topography, establishing building elevations and culvert sizes, or investigating specific drainage concerns or complaints may be required. Land use can be determined through recent aerial imagery obtained from the County or by using National Land Cover Database, Zoning Maps, or other data sets if approved by the County.

Additional resources for this exercise may include Coastal Stormwater Supplement to the Georgia Stormwater Management Manual, Spreadsheet for the South Carolina Synthetic Unit Hydrograph Method. Attenuation patterns of other stormwater ponds in the contributing drainage area of the watershed should not be assumed without valid documentation.

**Infiltration rates-** The black is existing text from the manual and the red represents edits.

**4.2.3 - Site Conditions & Physical Feasibility** While some BMPs can be applied almost anywhere, others require specific conditions to be most effective. Physical feasibility refers to the physical site conditions necessary to effectively design and install a BMP. Table 4.2 includes the feasibility factors listed below.

- **Contributing Drainage Area (CDA):** Volume of water received by a practice can affect BMP performance. This column indicates the contributing drainage areas that typically apply for each BMP.
- **Slope:** This column describes the influence that site slope can have on the performance of the BMP. It indicates the maximum slope on which the BMP should be installed.
- **Minimum Head:** This column provides an estimate of the minimum amount of elevation difference needed within the BMP, from the inflow to the outflow, to allow for gravity operation.
- **Minimum Depth to Seasonal High Water Table:** This column indicates the minimum distance that should be provided between the bottom of the stormwater management practice and the top of the water table.
- **Soils:** This column describes the influence that the underlying soils (i.e., hydrologic soil groups) can have on the performance of the stormwater management practice.

Infiltration rates modeled in hydrologic and hydraulic computations must be verified by a licensed professional (geotechnical engineer or soil scientist). Maximum infiltration rate modeled in these calculations should be less than or equal to 7 inches per hour for any of the BMPs listed in this chapter.

In 4.3.1 - Soils and Underdrains Soil conditions do not typically constrain the use of bioretention, although they do determine whether an underdrain is needed. Underdrains ~~may be~~ **are** required if the measured permeability of the underlying soils is ~~less than~~ **between** 0.3 inches per hour **and 1 inch per hour**. When designing a bioretention practice, designers must verify soil permeability by using the on-site soil investigation methods provided in Appendix B for Geotechnical Information Requirements for Underground BMPs. Impermeable soils will require an underdrain **and may not be suitable for bioretention**. ~~For fill soil locations,~~ Geotechnical investigations are required to **support modeled infiltration rates and** determine if it is necessary to use an impermeable liner and/or underdrain. **Modeled permeability must be supported by a geotechnical report.**

4.3.4 - Ponding Depth The recommended surface ponding depth is 6 to 12 inches. Minimum surface ponding depth is 3 inches (averaged over the surface area of the BMP). Ponding depths can be increased to a maximum of 18 inches. However, when higher ponding depths are utilized, the design must consider carefully issues such as safety, fencing requirements, aesthetics, the viability and survival of plants, and erosion and scour of side slopes. This is especially true where bioretention areas are built next to sidewalks or other areas where pedestrians or bicyclists travel. Shallower ponding depths (typically 6 to 12 inches) are recommended for streetscape bioretention (B-2), engineered tree boxes (B-3), and stormwater planters (B-4).

The discharge rate of the bioretention area when evaluating the 10- and 25- year, 24-hour storm events should not exceed that of the contributing drainage area with predevelopment slope and CN of 39. Note that utilizing bioretention for peak attenuation for storm events with return periods of greater than 25 years is beyond the scope of this BMP and that bioretention areas should be in sequence with other BMPs as not to be surcharged by flows that disrupt the integrity of the landscaping.

**Irrigation Ponds** - All mention of irrigation ponds receiving Stormwater Retention Volume (SWRV) credits have been removed and replaced opportunity for cost-savings.

original text in black, **edits in red**

### 1. Site Conditions & Physical Feasibility

While some BMPs can be applied almost anywhere, others require specific conditions to be most effective. Physical feasibility refers to the physical site conditions necessary to effectively design and install a BMP. Table 4.2 includes the feasibility factors listed below.

- Contributing Drainage Area (CDA): Volume of water received by a practice can affect BMP performance. This column indicates the contributing drainage areas that typically apply for each BMP.



- **Slope:** This column describes the influence that site slope can have on the performance of the BMP. It indicates the maximum slope on which the BMP should be installed.
- **Minimum Head:** This column provides an estimate of the minimum amount of elevation difference needed within the BMP, from the inflow to the outflow, to allow for gravity operation.
- **Minimum Depth to Seasonal High Water Table:** This column indicates the minimum distance that should be provided between the bottom of the stormwater management practice and the top of the water table.
- **Soils:** This column describes the influence that the underlying soils (i.e., hydrologic soil groups) can have on the performance of the stormwater management practice.

~~Irrigation from ponds is not included as a specific best management practice in this Manual but is included as Rainwater Harvesting (§4.5).~~ Requirements and guidance for irrigation use of retained stormwater have been included in Hydrologic and Hydraulic Analysis (ARC requirements in §3.7.2); ~~Ponds (§4.10);~~ and Rainwater Harvesting Treatment and Management Requirements (Appendix J). ~~The Rainwater Harvesting Calculator in Appendix K will be used to determine the SWRV credit for ponds used for irrigation, and then these ponds are entered in the Compliance Calculator in Appendix H as rainwater harvesting.~~ Instructions for these entries in the Compliance Calculator are included in Appendix G Compliance Calculator Instructions.

In 4.7 under Definition:

~~Rainwater stored in a settling pond may only be used for landscape irrigation. Pond design criteria in Section 4.10 and landscaping criteria of Section 4.7.5 shall be followed.~~

In 4.7.4 under Rainwater Harvesting Storage Volume Calculator:

The design specification provided in this section follows the Rainwater Harvesting Storage Volume Calculator Appendix J1. The spreadsheet uses daily rainfall data from January 1, 2007 to December 31, 2019 to model performance parameters of the cistern under varying CDAs, demands on the system and cistern size.

~~The size of ponds used for irrigation, their irrigation area and characteristics of soil and land use can be entered in the calculator to determine stormwater volume retained.~~ The runoff that reaches the cistern each day is added to the water level that existed in the cistern the previous day, with all of the total demands subtracted on a daily basis. If any overflow is realized, the volume is quantified and recorded. If the cistern runs dry (reaches the cut-off volume level), then the volume in the cistern is fixed at the low level. A summary of the water balance for the system is provided below.

In 4.7.4 under Storage Volume Results:

The Rainwater Harvesting Storage Volume Calculator determines the average daily volume of water in the cistern for a range of cistern sizes. From this value, the available storage volume for the 85th and 95th percentile storm can be calculated; it is simply the difference between the cistern size and the average daily volume. The available storage volume for the selected cistern size should be used as an input to the General Retention Compliance Calculator. ~~If a pond is used for irrigation, stormwater volume is entered in the General Retention Compliance Calculator in the rainwater harvesting Ponds row rather than the stormwater pond row to~~



produce runoff reduction and pollutant removal credit with the other BMPs for the stormwater plan.

1. Ponds

Ponds				
<p><b>Definition:</b> Stormwater storage practices that consist of a combination of a permanent pool, micropool, or shallow marsh that promote a good environment for gravitational settling, biological uptake, and microbial activity.</p>				
Site Applicability		BMP Performance Summary		
Land Uses	Required Footprint	WQ Improvement: Moderate to High		
<ul style="list-style-type: none"> <li>Urban</li> <li>Suburban</li> <li>Rural</li> </ul>	Medium	TSS <sup>a</sup>	Total N <sup>a</sup>	Bacteria <sup>a</sup>
		80%	30%	60%
		Runoff Reductions		
Construction Costs	Maintenance Burden	Volume		
Moderate	Moderate	Low		
Maintenance Frequency:		SWR <sub>v</sub>		
Routine	Non-Routine	0%		
At least annually	Every 5–7 years			
Advantages/Benefits		Disadvantages/Limitation		
<ul style="list-style-type: none"> <li>Moderate to high pollutant removal</li> <li>Can be designed as a multi-functional BMP</li> <li>Cost effective</li> <li>Good for sites with high water table and/or poorly drained soils</li> <li>Wildlife habitat potential</li> <li>High community acceptance when integrated into a development</li> </ul>		<ul style="list-style-type: none"> <li>Requires large amount of flat land (1-3% of CDA)</li> <li>Must be properly designed, installed, and maintained to avoid nuisance problems</li> <li>Routine sediment cleanout may be needed</li> <li>Potential for thermal impacts downstream</li> </ul>		
Components		Design considerations		
<ul style="list-style-type: none"> <li>Conveyance</li> <li>Forebay</li> <li>Ponding area with available storage</li> <li>Micropool</li> <li>Spillway system(s)</li> <li>Liners, as needed</li> </ul>		<ul style="list-style-type: none"> <li>CDA of at least 10 acres and slopes &lt;15%</li> <li>Use CN adjustment factor ARC III for CDA that are irrigated with harvested rainwater</li> <li>Minimum length to width ratio = 3:1</li> <li>Maximum depth of permanent pool = 8'</li> <li>3:1 side slopes or flatter around pond perimeter</li> </ul>		

Maintenance Activities	
<ul style="list-style-type: none"> <li>Remove debris from inlet and outlet structures</li> <li>Maintain side slopes/remove invasive vegetation</li> </ul>	<ul style="list-style-type: none"> <li>Monitor sediment accumulation and remove periodically</li> </ul>

*Credited pollutant load removal*

#### 4.12.3 Pond Pretreatment Criteria

**Sediment forebays** are considered to be an integral design feature to maintain the longevity of all ponds. A forebay must be located at each major inlet to trap sediment and preserve the capacity of the main treatment cell. The following criteria apply to forebay design:

- A major inlet is defined as an individual storm drain inlet pipe or open channel serving at least 10% of the pond's CDA.
- The forebay consists of a separate cell, formed by an acceptable barrier (e.g., an earthen berm, concrete weir, gabion baskets, etc.).
- The forebay should be between 4 and 6 feet deep and must be equipped with a variable width aquatic bench for safety purposes. The aquatic bench should be 4 to 6 feet wide at a depth of 1 to 2 feet below the water surface. Small forebays may require alternate geometry to achieve the goals of pretreatment and safety within a small area.
- The forebay shall be sized to contain 0.1 inches of runoff from the contributing drainage impervious area. The relative size of individual forebays should be proportional to the percentage of the total inflow to the pond.
- The bottom of the forebay may be hardened (e.g., with concrete, asphalt, or grouted riprap) to make sediment removal easier.
- The forebay must be equipped with a metered rod in the center of the pool (as measured lengthwise along the low-flow water travel path) for long-term monitoring of sediment accumulation.
- Exit velocities from the forebay shall be non-erosive or an armored overflow shall be provided. Non-erosive velocities are 4 feet per second for the 2-year event, and 6 feet per second for the 25-year event.
- Direct maintenance access for appropriate equipment shall be provided to each forebay.
- Designers of ponds that are used for irrigation should be mindful of pretreatment provisions that help prevent irrigation system pluggages and operational issues.

#### MEP Submittals

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In Section 3.9 - Maximum Extent Practicable



This evaluation is intended to be evaluated, considered, and presented during the concept review stage of the Stormwater Management Plan for the proposed development.

1. Present a SWMP for the proposed development that meets stormwater retention volume (SWRv), and peak flow requirements for channel and extreme flood protection for the proposed development and identify the reasons that this plan cannot be implemented.
2. Demonstrate why SWRv cannot be achieved by a reduction of impervious and disturbed area and/or increase in green space area on site.
3. Demonstrate how Better Site Design (BSD) has been implemented to the maximum extent practicable or document site restrictions that prevent BSD application.
  1. What efforts have been made to reduce impervious cover in the project limits of disturbance?
  2. **Are What natural assets, such as forests, wetlands, and areas of environmental or archaeological significance, are protected or conserved within the Development? Provide the accumulated acreage of land cover within the development that is protected.**
  3. Is stream restoration considered?
  4. **Are structural and non-structural BMPs used in this project? Provide a list, subject to change, of structural and non-structural BMPs used, the Contributing Drainage Area, the BMP surface area, and the storage volume provided by the individual BMP.**
4. List site restrictions that prevent or otherwise limit effective use of stormwater BMPs.
5. Provide SWRv and Pollutant Load reductions for alternatives analyzed as compared to pollutant load reductions for full SWRv.
6. What site limitations prevent retention of the SWRv or meeting the required peak discharge limits?
7. Is there off-site opportunity and capacity in the same drainage catchment to meet the volume/peak flow and/or SWRv requirements for the site's contributing drainage area(s)?
8. Does the publicly maintained stormwater drainage system have sufficient capacity for the development site's extreme flood peak flow?
9. Develop a cost versus aggregated stormwater retention volume achieved curve for the site's contributing drainage area (e.g. cost vs. % SWRv met). **A minimum of five cost points with various BMP iterations/%SWRv met are necessary for the curve. One of the cost points shall be for 100% of the SWRv.** Provide a minimum of five various BMP iterations with their associated costs and %SWRv met by each BMP iteration. One of the cost points shall be for 100% of the SWRv. If it's available, off-site capacity cost may be included in your evaluation. Identify the inflection point of the cost curve to select the optimal solution where increased cost does not result in increased effectiveness. What is the projected cost to meet the SWRv with filtering BMPs with underdrains and green roofs? What alternatives have been considered to reduce impervious and disturbed area and/or increase green space area on site.
10. The optimum aggregated retention value and BMP selection and size analysis must be submitted as a part of the stormwater management plan for the project.
11. Offsite stormwater volume retention credit or fee-in-lieu documents will be required for project completion.

**The MEP submittal must provide documentable evidence of the process the applicant has performed that demonstrates the restrictions to the use and implementation of BMPs to meet the requirements of this Manual in whole or in part.**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.90.D (PENALTY FOR CLEAR CUTTING PRIOR TO DEVELOPMENT) TO INCREASE THE PENALTIES FOR CLEAR CUTTING PROPERTY AND PROVIDE GUIDANCE ON ACCEPTABLE FORESTRY PRACTICES.
<b>MEETING NAME AND DATE:</b>
<i>Community Services and Land Use Committee Meeting, January 9, 2023</i>
<b>PRESENTER INFORMATION:</b>
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>Staff have been reviewing the Community Development Code (CDC) for necessary amendments as a result of the adoption of the 2040 Comprehensive Plan. During our review and at the request of the Planning Commission, staff has drafted amendments related to the clear cutting of property prior to development.  At their December 5, 2022 meeting, the Beaufort County Planning Commission voted unanimously to recommend approval of the amendments.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>To achieve the desired results of the Planning Commission while taking into consideration the existing South Carolina State laws regarding the industry of Silviculture, staff has entirely removed the language of Section 5.11.90.D. Staff has replaced this section with a structure separating out the penalties depending on the manner in which the property is clear cut. To meet the requirements of the one-year deferral, the land will require a Forestry Management Plan prepared/approved by a registered South Carolina Forester. If a landowner and/or operator does not have a Forestry Management Plan and proceeds to clear cut the property, a five-year deferral will be imposed. In addition to the five-year deferral the landowner and/or operator will be responsible for planting the site back.</i>
<b>FISCAL IMPACT:</b>
<i>Not applicable.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>To approve or deny the proposed amendment to the Community Development Code (CDC): Section 5.11.90.D (Penalty for Clear Cutting Prior to Development)</i>

**ORDINANCE 2023 /**

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.90.D (PENALTY FOR CLEAR CUTTING PRIOR TO DEVELOPMENT) TO INCREASE THE PENALTIES FOR CLEAR CUTTING PROPERTY AND PROVIDE GUIDANCE ON ACCEPTABLE FORESTRY PRACTICES.**

**WHEREAS**, forestry is an important industry in Beaufort County that allows property owners to responsibly manage their property in a natural state while profiting from its natural resources; and

**WHEREAS**, Beaufort County supports the forestry industry and has also invested heavily in protecting trees during the development of property; and

**WHEREAS**, the Community Development Code addresses penalties for clear cutting property with the intention to encourage forestry lands remain in forestry, and

**WHEREAS**, Section 5.11.90.D currently has a two-year deferral penalty which does not adequately protect forestry and forested lands in Beaufort County from clear cutting with the intention to develop property; and

**WHEREAS**, the 2040 Comprehensive Plan recommends Beaufort County assess the amount of time a property owner must wait to apply for a development permit after clear cutting a property for development; and

**WHEREAS**, during the September 8<sup>th</sup>, 2022 meeting of the Beaufort County Planning Commission, the Commissioners requested staff strengthen the penalties for clear cutting by considering a five-year deferral on development permits.

**NOW, THEREFORE** be it ordained by County Council in a meeting duly assembled that Section 5.11.90.D is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, JD, Clerk to Council

## Division 5.11 Resource Protection Standards

**5.11.90 Forests**

- A. **Existing Forest Preservation.** Existing forest types listed below shall be protected in accordance with Table 5.11.90.A:

Zone	Maritime Forest	Upland Forest (Mature)	Upland Forest (Young)
T1, T2	70% minimum	55% minimum	25% minimum
T3, C3, C4, CP	65% minimum	45% minimum	20% minimum
T4, C5, SI	60% minimum	20% minimum	10% minimum

- B. **Mitigation.** Existing forests may be cut over a greater area than permitted in Table 5.11.90.A only if mitigation is provided and the following standards are met:
1. The mitigation is determined by the Director to be necessary due to unique conditions on the site that make it impossible to meet the protection standards due to site size, shape, utilities, or other elements that are unique to the property.
  2. The best forests, in terms of percentage of tree size, tree health, and habitat value, shall be preserved.
  3. The protection level given forests shall not be less than 80 percent of that required in Table 5.11.90.A. Thus, a forest with a protection level of 45 percent could be reduced to 36 percent ( $45\% \times .80 = 36\%$ ).
  4. The land on which the mitigation is to occur shall be on the project site, except that within the T4 district only, where existing lots may be too small to permit on site mitigation, the land on which mitigation is to occur may be off-site, if within an approved mitigation bank area. All land used for mitigation shall be preserved as permanent open space.
  5. Mitigation shall consist of planting 1.25 acres of new woodland of comparable species for every one acre of disturbed forest for which mitigation is required. Planting requirements are shown in Table 5.11.90.B.

Plant Type	Quantity Per Acre	Size
Maritime Forest		
Canopy Tree	25	2 ½-in. caliper
Understory Tree	50	1 ½-in. caliper
Shrubs	325	3-gallon pot
Upland Forest		
Canopy Tree	15	2 ½-in. caliper
Pine	25	8-foot height
Understory Tree	50	1 ½-in. caliper
Shrubs	325	3-gallon pot

- C. **Penalty for Disturbing Protected Forest Areas.** If a protected forest area is damaged or cut down during or after construction, the mitigation shall involve the creation of protected open

space that is 1.25 times the area destroyed. This may result in a loss of buildable area and/or lots. The area shall be replanted at the rate specified in Table 5.11.90.B for the type of forest damaged or cut down.

**D. Penalty for Clear Cutting Prior to Development.** ~~If a property owner clear cuts all or any portion of his or her property under the claim of good faith forestry practice, and then seeks a development permit for any portion of the property within two years of the clear cut, a rebuttable presumption shall arise that the clear cut was done in anticipation of future development and the permit denied. Any person seeking to rebut the presumption shall have the burden of proving their claim by clear and convincing evidence to the Zoning Board of Appeals.~~ Nothing in this section shall be construed as to prevent the practice of Silviculture for forestry as defined in Section 3.1.70 (Land Use Definitions). Forestry practiced in the County shall be accompanied by a Forestry Management Plan that has been approved by a certified South Carolina Forester. If the landowner and/or operator does not have a Forestry Management Plan, it shall be considered a willful violation of county ordinances. This section will apply to parcels greater than 5 acres. For tree removal on parcels less than 5 acres, see section (Section 5.11.100.D) for penalties.

1. **One Year Deferral.** If a property owner and/or operator clear cuts their property under the claim of forestry practice as described in Section 5.11.90.D, the submittal of an application for a development permit on any portion of the property will be deferred for one year. If the clear cutting operation violates the Forest Management Plan in place, a five year deferral may be applied.
2. **Five Year Deferral.** If a property owner and/or operator clear cuts their property and cannot meet the standards as defined in Section 5.11.90.D (does not have a Forestry Management Plan), an application for a development permit on any portion of the property will be deferred for five years. In addition, mitigation plantings for clear cutting activities will be required as outlined in Table 5.11.90.B (Forest Mitigation Planting Requirements). For the purposes of this section, clear cutting is defined as more than twenty-five (25) percent of the area of a parcel(s) acreage being cleared. If less than twenty-five (25) percent is cleared, staff may consider enforcement using Tree Removal standards (Section 5.11.100.D).





## MEMORANDUM

**TO:** Beaufort County Community Services and Land Use Committee

**FROM:** Beaufort County Planning and Zoning Department

**DATE:** January 9, 2023

**SUBJECT:** Proposed Text Amendment to Section 5.11.90.D (Penalty for Clear Cutting Prior to Development)

### **STAFF REPORT:**

#### **A. BACKGROUND:**

The recently adopted 2040 Comprehensive Plan recommends Beaufort County assess the amount of time a property owner must wait to apply for a development permit after clear cutting property for development. During the September 8th, 2022 meeting of the Beaufort County Planning Commission, the Commissioners requested staff strengthen the penalties for clear cutting by considering a five-year deferral on development permits. Currently, the existing language in Section 5.11.90.D (Penalty for Clear Cutting Prior to Development) imposes a two-year deferral on property for a development permit. This amendment seeks to implement a recommendation of the Comprehensive Plan by increasing the penalties for clear cutting in Beaufort County while encouraging professional foresters to practice best management practices in Beaufort County.

#### **B. SUMMARY OF PROPOSED REVISIONS:**

To achieve the desired results of the Planning Commission while taking into consideration the existing South Carolina State laws regarding the industry of Silviculture, staff has entirely removed the language of Section 5.11.90.D. Staff has replaced this section with a structure separating out the penalties depending on the manner in which the property is clear cut. To meet the requirements of the one-year deferral, the land will require a Forestry Management Plan prepared/approved by a registered South Carolina Forester. If a landowner and/or operator does not have a Forestry Management Plan and proceeds to clear cut the property, a five-year deferral will be imposed. In addition to the five-year deferral the landowner and/or operator will be responsible for planting the site back.

**C. STAFF RECOMMENDATION:** Staff recommends approval.

**D. BEAUFORT COUNTY PLANNING COMMISSION:** At the December 5, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the proposed text amendments.

**E. ATTACHMENTS:**

1. Revised Community Development Code Section 5.11.90.D (Penalty for Clear Cutting Prior to Development)
2. South Carolina Code of Laws Title 48 – Environmental Protection and Conservation (Section 48-23-205 Local regulation of development affecting forest land)

**Portion of South Carolina Code of Laws Title 48 – Environmental Protection and Conservation**

**Chapter 23 – Forestry Generally**

**SECTION 48-23-205.** Local regulation of development affecting forest land.

(A) For purposes of this section:

(1) "Development" means any activity, including timber harvesting, that is associated with the conversion of forestland to nonforest or nonagricultural use.

(2) "Forestland" means land supporting a stand or potential stand of trees valuable for timber products, watershed or wildlife protection, recreational uses, or for other purposes.

(3) "Forest management plan" means a document or documents prepared or approved by a forester registered in this State that defines a landowner's forest management objectives and describes specific measures to be taken to achieve those objectives. A management plan shall include silvicultural practices, objectives, and measures to achieve them, that relate to a stand or potential stand of trees that may be utilized for timber products, watershed or wildlife protection, recreational uses, or for other purposes.

(4) "Forestry activity" includes, but is not limited to, timber harvest, site preparation, controlled burning, tree planting, applications of fertilizers, herbicides, pesticides, weed control, animal damage control, fire control, insect and disease control, forest road construction, and any other generally accepted forestry practices.

(B) A county or municipality must not adopt or enforce any ordinance, rule, regulation, resolution, or permit related to forestry activities on forestland that is:

(1) taxed on the basis of its present use value as forestland under Section 12-43-220(d);

(2) managed in accordance with a forest management plan;

(3) certified under the Sustainable Forestry Initiative, the Forest Stewardship Council, the American Forest Foundations Tree Farm System, or any other nationally recognized forest certification system;

(4) subject to a legally binding conservation easement under which the owner limits the right to develop or subdivide the land; or

(5) managed and harvested in accordance with the best management practices established by the State Commission of Forestry pursuant to Section 48-36-30.

(C) This section does not limit, expand, or otherwise alter the authority of a county or municipality to:

(1) regulate activities associated with development, provided that a county or municipality requires a deferral of consideration of an application for a building permit, a site disturbance or subdivision plan, or any other approval for development that if implemented would result in a change from forest land to nonforest or nonagricultural use, the deferral may not exceed a period of up to:

(a) one year after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the specific area included in a building permit, site disturbance or subdivision plan in item (1), and the removal qualified for an exemption contained in subsection (B); or

(b) five years after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the specific area included in a building permit, site disturbance or subdivision plan in item (1), and the removal qualified for an exemption contained in subsection (B) for which the permit or approval is sought and the harvest was a wilful violation of the county regulations;

(2) regulate trees pursuant to any act of the General Assembly;

(3) adopt ordinances that are necessary to comply with any federal or state law, regulation, or rule; or

(4) exercise its development permitting, planning, or zoning authority as provided by law.

(D) A person whose application for a building permit, a site disturbance or subdivision plan, or any other approval for development is deferred pursuant to the provisions contained in this section may appeal the decision to the appropriate governmental authority.

HISTORY: 2009 Act No. 48, Section 1, eff June 2, 2009.

**ORDINANCE 2023 /**

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):  
APPENDIX C.2 (ROBERT SMALLS PARKWAY (SC 170)) TO UPDATE ACCESS  
MANAGEMENT STANDARDS.**

**WHEREAS**, Beaufort County’s Community Development Code currently recommends spacing for traffic signals and access breaks along the SC 170 corridor; and

**WHEREAS**, Beaufort County’s Engineering Department contracted with Andrews Engineering to provide a corridor and access management plan for segments of SC 170 between Castle Rock Road and W. K. Alston Drive as well as Broad River Boulevard between Joe Frazier Road and W. K. Alston Drive; and

**WHEREAS**, the corridor study assessed existing and proposed developments, traffic patterns at the intersections and segments, crash history, and projected 2040 traffic volumes from LCOG’s regional travel demand model; and

**WHEREAS**, the corridor study recommended mobility and safety improvements to manage the projected increase in traffic between SC170 and Broad River Boulevard.

**NOW, THEREFORE** be it ordained by County Council in a meeting duly assembled that Appendix C.2 Robert Smalls Parkway (SC 170) Access Management Plan is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, JD, Clerk to Council

Division C.2: - Robert Smalls Parkway (SC 170) & Broad River Boulevard

C.2.10 - Application

The following access management standards apply to all properties within Beaufort County's jurisdiction on Robert Smalls Parkway (SC 170) between the intersection of SC 280 (Parris Island Gateway) and the Broad River Bridge to include Broad River Boulevard.

C.2.20 - Signal Spacing

The minimum spacing between full signalized access is 3,200 feet. The minimum spacing between directional signalized access is approximately 4,900 feet 2,640 feet.

C.2.30 - Future Signal Locations

The specific signalized access locations shall correspond to the Future Signal Locations provided in the Figure 1 in Appendix 10-B: Robert Smalls Parkway Joint Corridor Plan of the Beaufort County Comprehensive Plan Corridor Review of SC 170 & Broad River Boulevard (2022). If a modification of the defined signal locations is desired to meet the demands of a specific development, the following conditions shall be satisfied:

- A. The modified location must meet the warrants for signalization with the proposed development as defined in the Manual on Uniform Traffic Control Devices (MUTCD) by the Federal Highway Administration (FHWA) with the analysis and specific application of traffic signal warrants to be approved by the Beaufort County Traffic Engineer.
- B. The modified location must provide adequate spacing (as defined in the spacing standards indicated above) from existing traffic signals, programmed traffic signals, and future signalization of primary roadway intersections, including:
  - 1. SC 170 at SC 280. (Existing)
  - 2. SC 170 at W.K. Alston. (Existing)
  - 3. SC 170 at Goethe Hill Road. (Future)
  - 4. SC 170 at Castle Rock Road. (Existing)
  - 5. SC 170 at Broad River Road. (Existing)
  - 6. SC 170 at SC 802. (Existing)
  - 7. Broad River Boulevard at Joe Frazier Road. (Existing)
  - 8. Broad River Boulevard at W.K. Alston. (Future)
- C. The modified location shall not have an adverse impact on existing or future LOS based on comparative analysis of conditions with the recommended signal locations indicated in the Appendix I: Robert Smalls Parkway Joint Corridor Plan of the Beaufort County Comprehensive Plan above Corridor Review of SC 170 & Broad River Boulevard (2022). The developer shall be required to conduct LOS and signal system progression analysis to demonstrate compatibility of the proposed signal location with operation of the remainder of the signal system.

C.2.40 - Driveways

- A. **Spacing:** A minimum of one point of access to a property will be allowed. Additional access points above the one permitted may be granted provided the continuous roadway frontage of the property exceeds 500 feet. Single parcel access is strongly discouraged. Joint access driveways are encouraged for small parcels to adhere to the 500-foot spacing. Driveways should be limited to the number needed to provide adequate access to a property. Factors such as alignment with opposing driveways and minimum spacing requirements will have a bearing on the location and number of driveways approved. Refer to Table B.2.40.A.

Table C.2.40.A: Maximum Number of Driveways Per Frontage

Length of Frontage	Maximum Number of Driveways
500 feet or less	1
500+ to 1,000 feet	2
1,000+ to 1,500 feet	3
1,500+ to 2,000 feet	4
More than 2,000 feet	4 plus 1 per each additional 500 feet of frontage

For parcels with frontage both on Robert Smalls Parkway and a secondary road, a minimum spacing of 500 feet shall be maintained along Robert Smalls Parkway between a driveway and a signalized intersection. Within 500 feet of signalized intersections, access shall be off a secondary road. Driveway spacing shall be measured from the closest edge of pavement to the next closest edge of pavement.

- B. **Driveway design:** Driveway width and turning radii shall conform to SCDOT's Access and Roadside Management Standards.
- C. **Driveway linkages:** See Article VI, Section 6.3.10.D for driveway linkage requirements for non-residential development.
- D. **Retrofitting existing driveways:** As changes are made to previously developed property or to the roadway, driveways will be evaluated for the need to be relocated, consolidated, or eliminated if they do not meet the access management standards.

#### C.2.50 - Deceleration Lanes

Deceleration lanes shall be required when the volume of traffic turning at a site is high enough in relation to the through traffic to constitute the potential for disruption as indicated in the traffic impact analysis.

#### C.2.60 - Traffic Impact Analysis

A traffic impact analysis study shall be provided for proposed developments along the Robert Smalls Parkway corridor anticipated to generate at least 50 peak-hour trips. The procedures and guidelines for a traffic impact analysis as set forth in Article 6, Division 6.3 shall be followed.



## MEMORANDUM

**To:** Beaufort County Community Services and Land Use Committee

**From:** Eric Claussen, PE, Engineering Director

**Subject:** Text Amendments to the Community Development Code (CDC): Appendix C.2 Robert Smalls Parkway (SC 170) Access Management Plan

**Date:** January 9, 2023

---

**A. BACKGROUND:** The Transportation Engineering Department has contracted Andrews Engineering to analyze Robert Smalls Parkway (SC 170) & Broad River Boulevard from Castle Rock Road to W.K. Alston Drive to update the County's access management standards for these roadways. Andrews Engineering's analysis revealed necessary updates to the access management plan for this corridor based upon review of existing and planned developments, existing and future traffic patterns, and crash history along with the 2040 traffic projects from the Lowcountry Council of Governments (LCOG) *Regional Travel Demand Model* prepared by CDM Smith.

**B. SUMMARY OF PROPOSED AMENDMENTS:** The review of Robert Smalls Parkway and Broad River Boulevard revealed a need to update the future signal location recommendations to include 2 new intersection locations:

- SC 170 at Goethe Hill Road
- Broad River Boulevard at Joe Frazier Road

Additionally, the amendments will update the distances in feet between each planned or existing signalized intersection from 1,900 feet to 2,640 feet.

**C. ATTACHMENTS:**

- Revised Section C.2 (Robert Smalls Parkway (SC 170) & Broad River Boulevard)
- Corridor Review of SC 170 & Broad River Boulevard Study



# **CORRIDOR REVIEW OF SC 170 & BROAD RIVER BOULEVARD**

## **BURTON HILL AREA CITY & COUNTY OF BEAUFORT, SOUTH CAROLINA**

*Prepared for:*

**City & County of Beaufort**

**Submitted**

**October 2021**

**Rev #1-November 2021**

**Rev #2-February 2022**

**Rev #3-November 2022**

*Prepared by:*



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**Andrews**  
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& Surveying

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Note: The Figures in the body of the report are not to scale. To scale versions of the Figures are provided in the Appendix, each in a 11" x 17" format.

# INTRODUCTION

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This study has been conducted to assess the transportation system located/serving the Burton area of the City of Beaufort/Beaufort County concentrating on the major arterial of SC 170 between WK Alston Drive and Castle Rock Road and the major collector of Broad River Boulevard between WK Alston Drive and Joe Frazier Road/Colonial Avenue.

The study's main purpose is to define current traffic conditions, review available data for planned development projects and review future 2040 traffic projections from the Lowcountry Council of Governments (LCOG) *Regional Travel Demand Model* prepared by CDM Smith. This compiled information will be used to develop an access management strategy for both SC 170 and to lesser of a degree Broad River Boulevard to plan properly spaced future intersections, traffic signals and a secondary system of roadways/connectivity which will provide for alternative access of future developments.

The preparation of this report has been completed in individual sections outlining the main corridor of SC 170 and secondly the Broad River Boulevard corridor. Within each section, separate intersections which make up the defined study area are also provided. This method will allow individual sections or chapters of the report to be separately utilized for specific interests.

Each section of the report will present free-standing information on the subject intersection/corridor, however the general methodologies utilized in the preparation of the analyses, growth trends, modeling, etc. will be described in this section of the report to avoid redundancy in individual corridor report sections.

## STUDY AREA

The study area has been defined as a total of seven intersections within the Planning Area. These intersections are:

### SC 170:

1. WK Alston Drive
2. Goethe Hill Road (west)
3. Bridges Prep School Access
4. Castle Rock Road

### Broad River Boulevard:

5. WK Alston Drive
6. Jennings Road
7. Joe Frazier Road/Colonial Avenue

**Figure 1** (Figures located at end of each respective section) presents the entire study area along SC 170, Broad River Boulevard, Goethe Hill Road, Joe Frazier Road etc. Also shown by this exhibit are the locations of known development projects (to be discussed later in this section) which are either approved or currently in the approval process. **Figure 1** also provides a graphic overview of the known pending developments and the recommendations presented in this study.

## EXISTING CONDITIONS

### Traffic Volume Data

To determine the existing traffic volume flow patterns within the study area, manual turning movement counts were performed for the above referenced intersections in late August and early September 2021 when schools were in session. This data was collected for a weekday morning (7:00-9:00 AM) and evening (4:00-6:00 PM) peak periods and are turning movement specific. **Figures 2a** and **2b** depict the summarized traffic volume data for the respective AM and PM peak hours for the entire study area. It should be noted that this report concentrates on the peak commute time periods and did not include the Midday School peak-hour. These additional time periods maybe considered in the future as planning continues along these corridors.

In addition to the intersection peak-hour volumes, existing daily two-way traffic volumes in vehicles-per-day (vpd) have been obtained using the SCDOT permanent count program for the 2019 condition which are presented below:

- SC 170 west of WK Alston Drive east of Goethe Hill Road: 17,200 vpd;
- Broad River Boulevard west of WK Alston Drive: 7,200 vpd;
- Joe Frazier Road north of Broad River Boulevard: 8,700 vpd; and
- Colonial Avenue south of Broad River Boulevard: 5,700 vpd.

## FUTURE CONDITIONS

Development trends in the study area have been the basis for this analysis/report. Currently, the following four projects are in the preliminary stages of permitting which are located within or in close proximity of the study area:

- Watercrest Apartments: Located along Broad Rover Boulevard east of WK Alston Drive this project plans 528 apartment style units;
- SC 170/WK Alston Commercial Center (Beaufort Station): Located on the south side of SC 170, west of US 21 the commercial center plans general retail, gas/c-store, drive-up coffee shop, and both fast-food and high turnover restaurants totaling 195,300 sf;
- Old Jericho Apartments: Located along the northern segment of Old Jericho Road between SC 170 and US 21 this project plans 96 apartment units; and
- SC 170 Apartments and Medical Office: Located on the north side of SC 170 west of WK Alston Drive this project plans 340 apartment units and 80,000 sf of medical office.

Information of the site-generated traffic for each of these developments has been taken from the respective traffic studies and is presented in the Appendix of this report. **Figures 3a** and **3b** depict the respective AM and PM peak-hour volumes illustrating Existing traffic volumes plus the above respective developments.

Another source to define future traffic conditions has utilized the roadway traffic volumes. LCOG's *Regional Travel Demand Model Scenario Analyses Report* prepared in June 2016 by CDM Smith has been referenced for the roadway segments of SC 170, Joe Frazier Road, and Broad River Boulevard. Utilizing the projection for the *Future Year of 2040, 80-Percent Build-out* (scenario 2) the following information has been gathered for roadways within the study area:

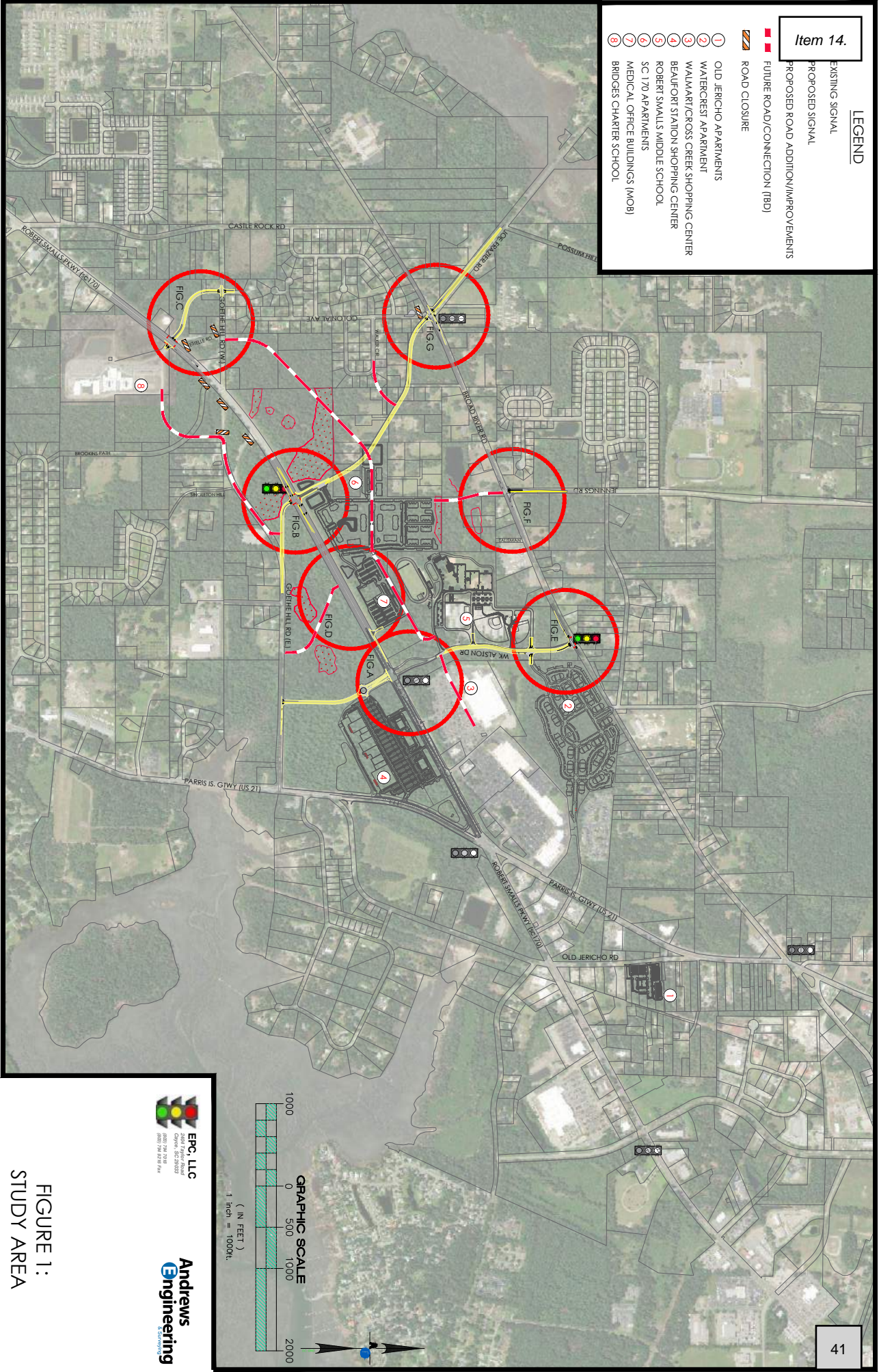
1. SC 170-Broad River Bridge: 38,481 vpd;
2. Joe Frazier Road- North of Broad River Road: 11,141 vpd; and
3. Broad River Boulevard West of Joe Frazier Road: 10,825 vpd.



**LEGEND**

**Item 14.**

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (TRD)
- ROAD CLOSURE
- 1 OLD JERICO APARTMENTS
- 2 WATERCREST APARTMENT
- 3 WALMART/CROSS CREEK SHOPPING CENTER
- 4 BEAUFORT STATION SHOPPING CENTER
- 5 ROBERT SMALLS MIDDLE SCHOOL
- 6 SC 170 APARTMENTS
- 7 MEDICAL OFFICE BUILDINGS (MOB)
- 8 BRIDGES CHARTER SCHOOL

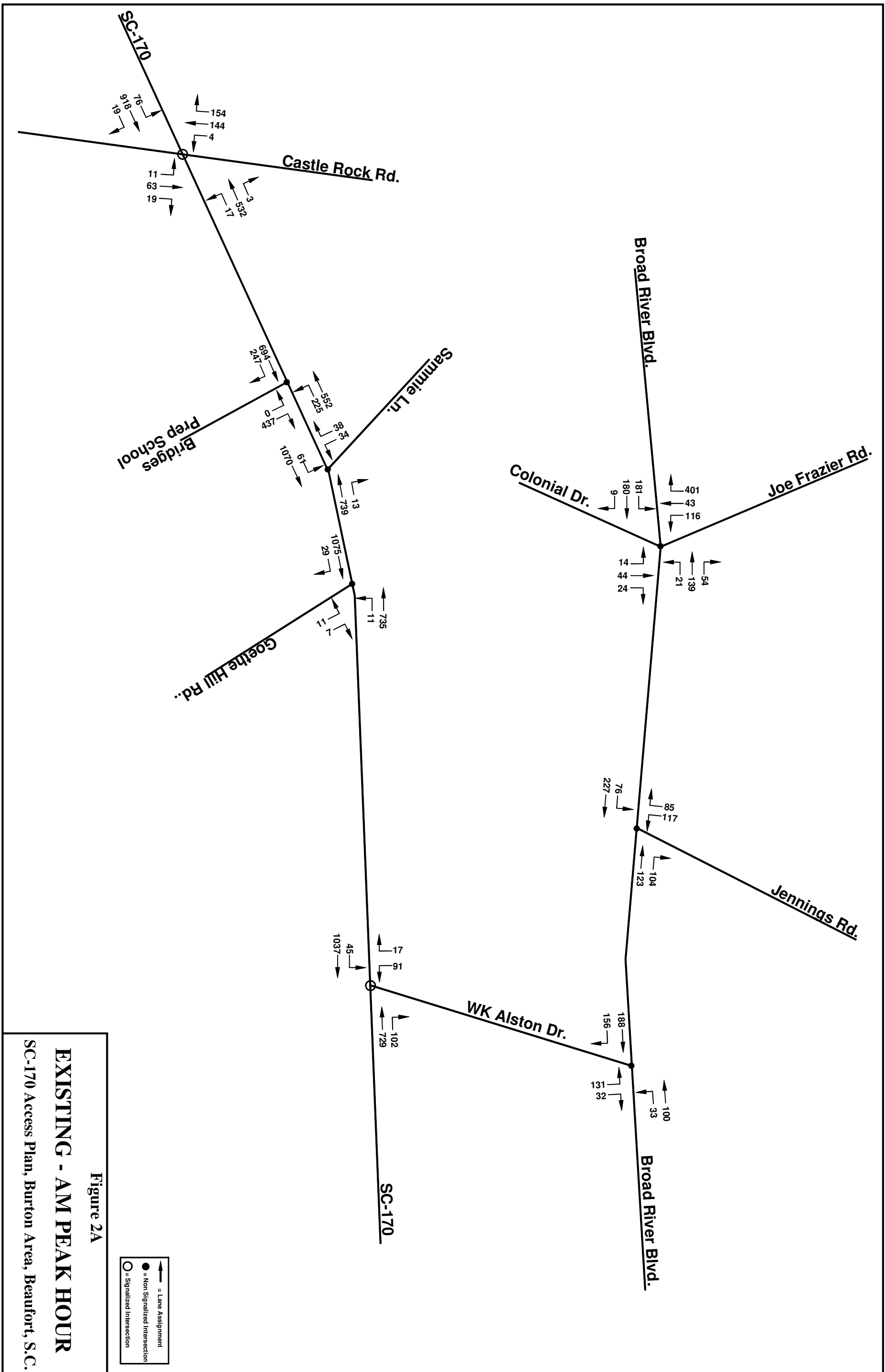


**FIGURE 1:  
STUDY AREA**

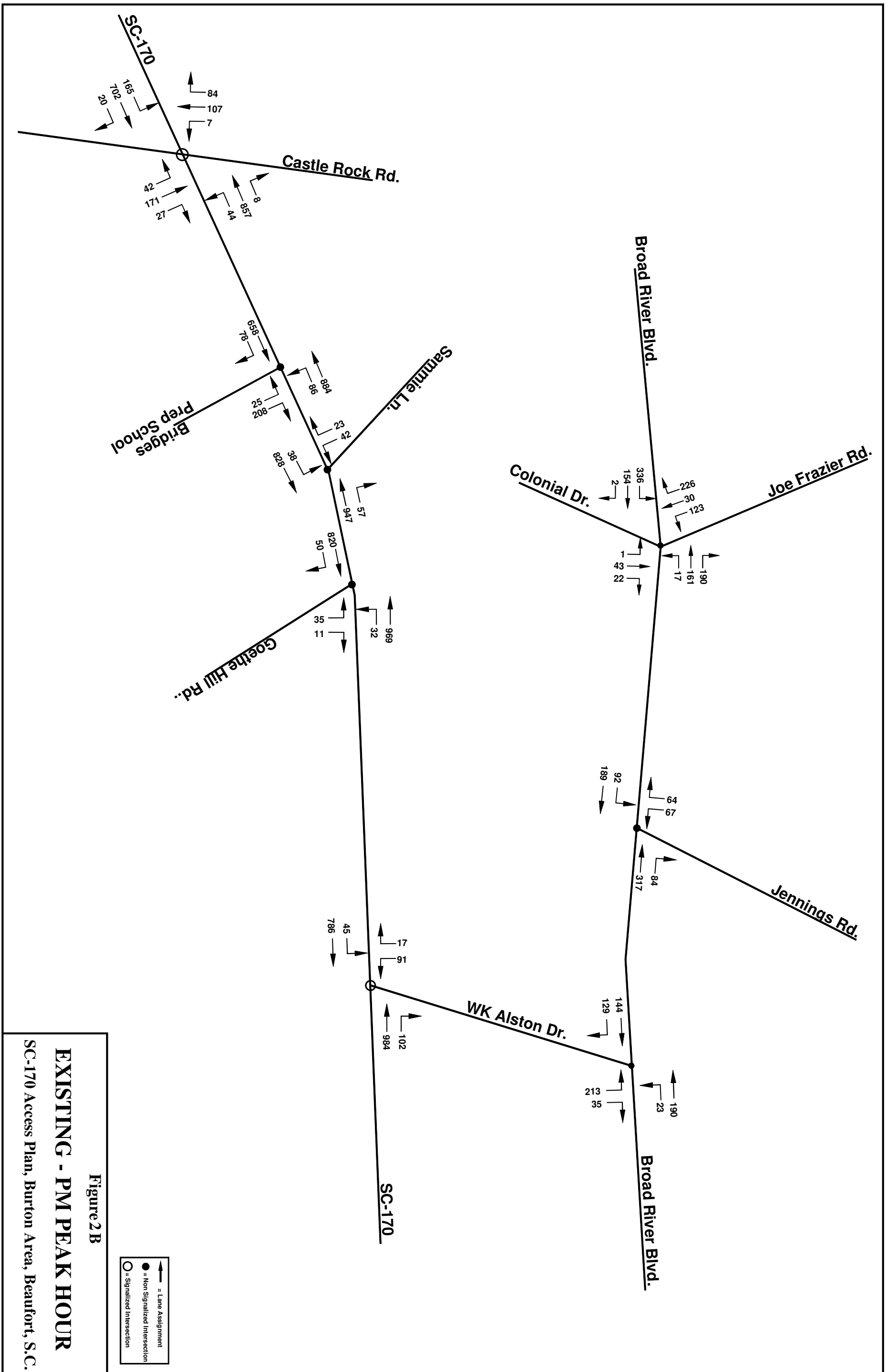
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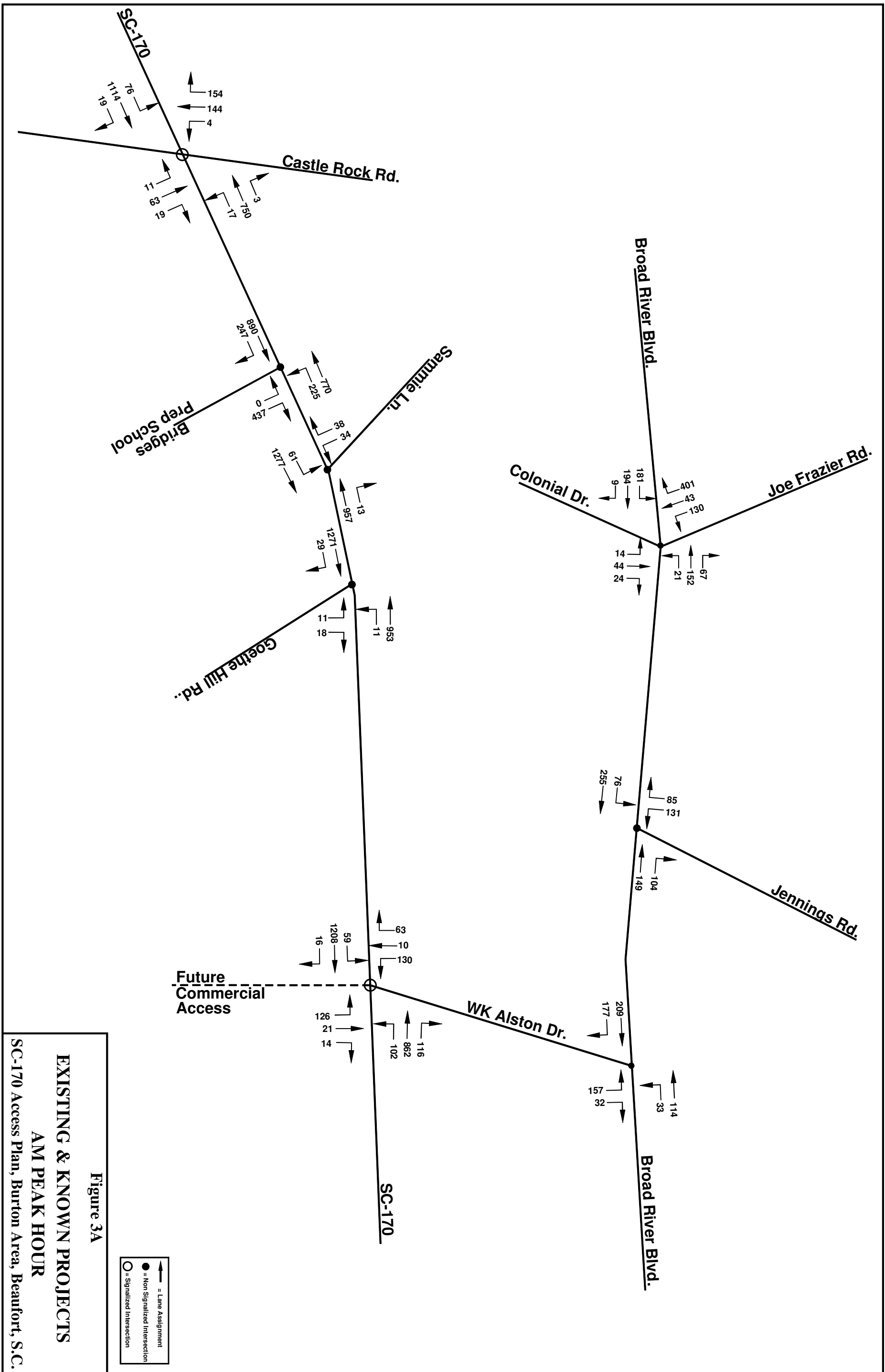
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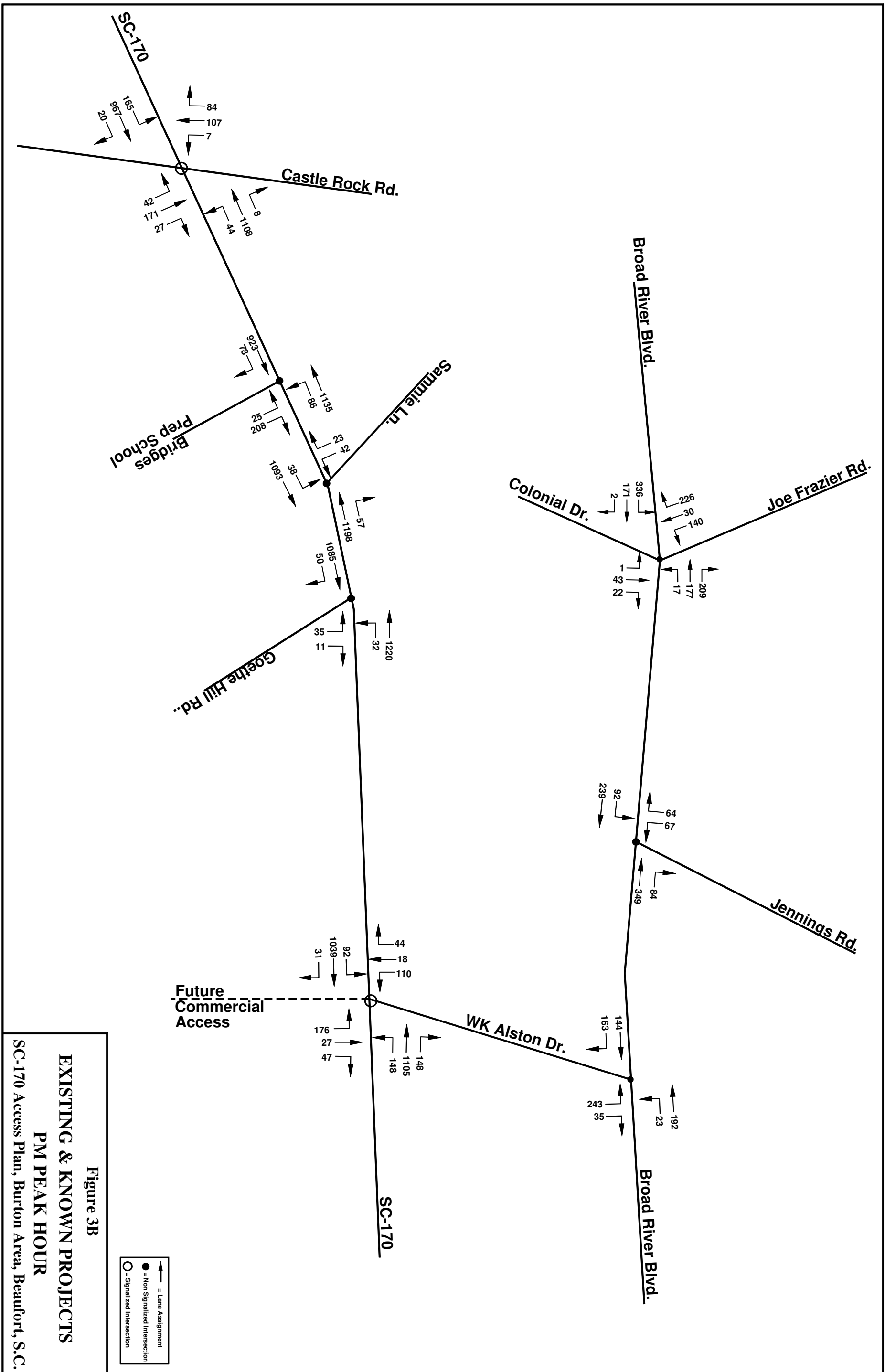












**Figure 3B**  
**EXISTING & KNOWN PROJECTS**  
**PM PEAK HOUR**  
 SC-170 Access Plan, Beaufort Area, Beaufort, S.C.

## **ROBERT SMALLS PARKWAY (SC 170)**

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This section of Robert Smalls Parkway (SC 170) studied as part of this review is an approximately 1.4-mile section containing the four studied intersections of WK Alston Drive, Goethe Hill Road (east and west legs), Bridges Prep School access and Castle Rock Road.

### **EXISTING CONDITIONS**

#### **SC 170**

In general, SC 170 is a Principal Arterial which provides a five-lane cross-section where directional traffic flow is separated by a two-way left-turn lane (TWLTL). Sidewalks, immediately adjacent to the curb, exist on both sides of SC 170 in the vicinity of the WK Alston Drive intersection and to the east. West of WK Alston Drive (5-lane section), sidewalks are not provided however 8-foot striped shoulders are provided on each side. Posted speed limits are 45 mph from the area of WK Alston Drive towards the east and 55 mph west of WK Alston Drive to Castle Rock Road.

Recently, the SCDOT completed a safety improvement project upgrading the ½-mile section of SC 170 between Parris Island Gateway (US 21) and WK Alston Drive to install a raised median and install signalization at the WK Alston Drive intersection. This improvement has resulted in the removal of minor street approach left turns from both Cross Creek shopping center access drives as well as future access drives that are planned to be developed on the south side of SC 170.

In general, access points along the defined section of SC 170 are mainly oriented towards intersecting roadways with a limited number of drives serving commercial uses, a church, and school. Only two single-family residential unit driveways are located along this roadway.

#### **Intersections**

*WK Alston Drive*- Is currently a three-legged intersection recently signalized via the SCDOT safety improvement project. Geometrics are as follows:

- Eastbound SC 170- Separate 200-foot left-turn lane and two through lanes;
- Westbound SC 170- Separate 200-foot U-turn-lane, two through lanes and a separate 225-foot right-turn lane; and
- Southbound WK Alston Drive- Separate left-turn lane and a separate 280-foot right-turn lane.

It should be noted that this intersection is expected to add a new fourth approach leg from the south to intersect SC 170 opposite WK Alston Drive. This new approach would serve a proposed mixed-use retail center and is expected to make mitigation improvements to this intersection including separate turning lanes and signal modifications.

*Goethe Hill Road (east)*- Is currently a three-legged STOP sign controlled intersection with the following geometrics:

- Eastbound SC 170- Two through lanes and a separate 300-foot right-turn lane;
- Westbound SC 170- Separate 230-foot left-turn lane and two through lanes; and
- Northbound Goethe Hill Road- Separate 185-foot left-turn lane and a separate right-turn lane.

*Goethe Hill Road (west)*- Is currently a three-legged STOP sign controlled intersection with the following geometrics:

- Eastbound SC 170- Separate 160-foot left-turn lane and two through lanes;
- Westbound SC 170- Two through lanes and a separate 300-foot right-turn lane; and
- Southbound Goethe Hill Road- Separate 200-foot left-turn lane and a separate right-turn lane

*Bridges Prep School Access*- Is currently a three-legged STOP sign controlled intersection with the following geometrics:

- Eastbound SC 170- Two through lanes and a separate 300-foot right-turn lane;
- Westbound SC 170- Separate 230-foot left-turn lane and two through lanes; and
- Northbound Bridges Prep Access- Separate left-turn lane and a separate right-turn lane.

*Castle Rock Road*- Is currently a four-legged signalized intersection with the following geometrics:

- Eastbound SC 170- Separate 250-foot left-turn lane, two through lanes and a separate 300-foot right-turn lane;
- Westbound SC 170- Separate 220-foot left-turn lane, two through lanes and a separate 180-foot right-turn lane;
- Northbound Castle Rock Road - Separate 350-foot left-turn lane and a shared thru-right-turn lane and;
- Southbound Castle Rock Road- Separate 275-foot left-turn lane and a shared thru-right-turn lane.

## **TRAFFIC VOLUMES**

Daily traffic volumes within this section of SC 170 indicate an Existing two-way average annual daily traffic volume (AADT) of 17,200 vehicles per day (vpd). Future daily traffic volumes in accordance with the LCOG model indicate a greater than 100-percent increase to approximately 38,500 vpd. These future 2040 volumes indicate a level-of-service D (LOS D) and are nearly a LOS E (max. threshold of a LOS D is 38,640 vpd) based on SCDOT guidelines (*Level-of-Service for Urban Facilities: Divided Principal Arterial*).

## **INTERSECTION ANALAYSES**

Analyses have been conducted for the AM and PM peak hour for the five intersections located along the SC 170 corridor. **Table 1** presents the results of these analyses for both Existing conditions as well as the Existing plus Development conditions.

**Table 1**  
**LEVEL-OF-SERVICE SUMMARY<sup>1</sup>**  
**SC 170 Corridor Segment**

<u>Signalized Intersections</u>	Time Period	2021 EXISTING		EXISTING + PROJECTS	
		<u>Delay<sup>2</sup></u>	<u>LOS<sup>3</sup></u>	<u>Delay</u>	<u>LOS</u>
SC 170 at WK Alston Drive	AM	13.4	B	19.9	B
	PM	12.5	B	21.2	C
SC 170 at Castlerock Road	AM	14.9	B	17.8	B
	PM	13.9	B	14.4	B
<b><u>Unsignalized Intersections</u></b>					
SC 170 at Goethe Hill Road (East)	AM	<b>49.4</b>	<b>E</b>	<b>80.7</b>	<b>F</b>
	PM	<b>46.0</b>	<b>E</b>	<b>111.9</b>	<b>F</b>
SC 170 at Goethe Hill Road (West) Sammie Lane	AM	<b>62.8</b>	<b>F</b>	<b>137.7</b>	<b>F</b>
	PM	<b>81.8</b>	<b>F</b>	<b>178.3</b>	<b>F</b>
SC 170 at Bridges Prep	AM	<b>38.3</b>	<b>E<sup>4</sup></b>	<b>38.6</b>	<b>E<sup>4</sup></b>
	PM	<b>51.1</b>	<b>F</b>	<b>82.2</b>	<b>F</b>

1. Calculations completed using the HCM 6th Ed methodology.
2. Delay in seconds-per-vehicle.
3. LOS = Level-of-Service.
4. Due to extreme delays opening day, only right-turn exiting school is allowed, PM peak allows left and right turns.

**GENERAL NOTES:**

1. For unsignalized intersections, delay is representative of the worst approach.
2. For signalized intersections, delay is weighted average of all approaches.
3. LOS A thru LOS C defined as short delays, LOS D & E defined as moderate delays and LOS F defined as long delays.

As shown by the above, operations at the study area intersections along SC 170 are generally acceptable if under traffic signal control and poor if under STOP sign control. These operations are indicative of major arterials which serve high volumes of through traffic where unsignalized intersections operate poorly due to the minor street left-turn movement. One point should be noted that during the recent counts, the unsignalized intersection of SC 170 at the Bridges Prep school DID NOT allow minor street left-turn movements during the AM peak-hour however the PM peak-hour (between 4-6 PM) did allow the minor left-turn. This movement restriction was added during the AM peak-hour due to significant operational issues during the first days the school was open.

According to the LCOG 2040 Transportation model, projections along SC 170 are expected to be very near the capacity of a 4-lane divided/5-lane facility maintaining an acceptable service level (LOS D).

**RECOMMENDATIONS**

This section of SC 170 currently operates at good conditions and is expected to marginally maintain acceptable conditions based on growth projections. Future growth combined with access drives will be a major consideration to maintaining the capacity integrity along this corridor. Expectations of access by abutting private properties play the biggest part of maintaining capacity for a principal arterial such as SC 170. The importance of proper spacing between signalized intersections, spacing of limited movement drives and connectivity between abutting land-uses is each important to the ability of SC 170 to serve traffic loads.

After review of the existing and future traffic loadings (daily and peak-hour) as well as development proposals currently under consideration within the study area, the following concept plan, **Figure 4** has been developed which provides an over-view of the SC 170 corridor.

As shown by this figure, two new signalized intersections are planned where the first is the result of an extension of Joe Frazier Road from Broad River Boulevard to SC 170 with a re-alignment of the eastern leg of Goethe Hill Road. The second is signalization of the Bridges Prep School access with a new extension road from SC 170 north to Goethe Hill Road/Sammie Lane which follows the current alignment of an unimproved roadway (Estelle Road). Also indicated are two development access drives planned as part of the apartment/MOB project located between WK Alston Drive and the new Joe Frazier Extension.

Key notes of this proposed SC 170 access plan are as follows:

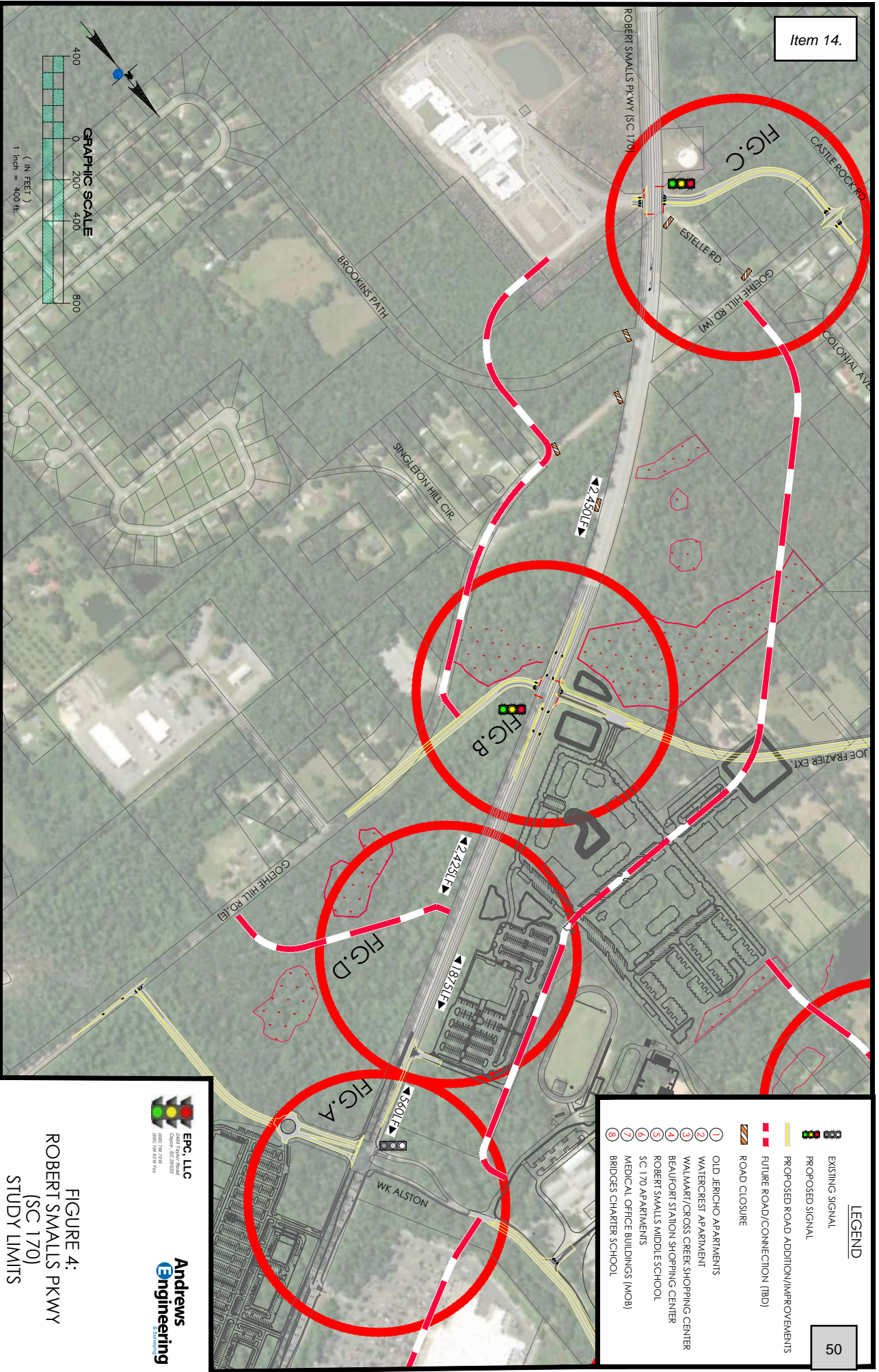
1. Extension of Joe Frazier Road: Joe Frazier accesses dense residential areas/neighborhoods to the north and east such as Habersham, Cherokee Farms, Laurel Bay, Iron Gate & Pinewood in addition to Beaufort County School(s). This extension will allow an alternative route to SC 170 as opposed to Broad River Boulevard to the west, WK Alston to the east and Colonial Avenue or Castle Rock Road to south.
2. Separation of signalized intersections:
  - WK Alston Drive to Joe Frazier Extension/Re-aligned Goethe Hill Road: 2,230-feet.
  - Joe Frazier Extension/Re-aligned Goethe Hill Road to Bridges Prep Access: 2,635-feet.
  - Bridges Prep Access to Castle Rock Road: 2,310-feet.

These separations are each approximately ½-mile which will provide for the ability to implement a signal system along this corridor.

3. Re-alignment of Goethe Hill Road: Straightens the current curved approach to SC 170 and aligns opposite the proposed extension of Joe Frazier Road operating under traffic signal control. Allows closure of the current intersection of Goethe Hill Road (east) with SC 170.
4. Extension of Colonial Avenue: Provision of connectivity to the proposed signalized intersection along SC 170 (opposite Bridges Prep) maintaining access for the Colonial Avenue neighborhood and residences along Goethe Hill Road (west) in immediate vicinity of SC 170.
5. Potential closure of approaches to SC 170:
  - Brookins Path.
  - Sammie Lane/Goethe Hill Road (west).
6. Apartment/MOB Access Drives: Two access points are currently being planned as part of this development, location of the main access should be half-way between WK Alston Drive and Joe Frazier (approx. 1,100-feet) and will provide full access for both projects. This will allow future planning of a fourth approach leg from the undeveloped parcel to the south of SC 170. The RIRO which serves the MOB should be located approximately 400-600 feet west of WK Alston Drive.

The following exhibits (**Figures A-D**) present each of the study area intersections along SC 170 in a blow-up view of the suggested geometrics and traffic control improvements.





LEGEND

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (FRD)
- ROAD CLOSURE
- 1 OLD JERICO APARTMENTS
- 2 WATERCREST APARTMENT
- 3 WALMART/CROSS CREEK SHOPPING CENTER
- 4 BEAUFORT STATION SHOPPING CENTER
- 5 ROBERT SMALLS MIDDLE SCHOOL
- 6 SC 170 APARTMENTS
- 7 MEDICAL OFFICE BUILDINGS (MOB)
- 8 BRIDGES CHARTER SCHOOL

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FIGURE 4:  
ROBERT SMALLS PKWY  
(SC 170)  
STUDY LIMITS



Item 14.



FIGURE A:  
 SC 170 INTERSECTIONS  
 WK ALSTON/SC 170



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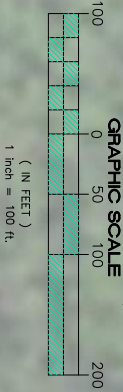
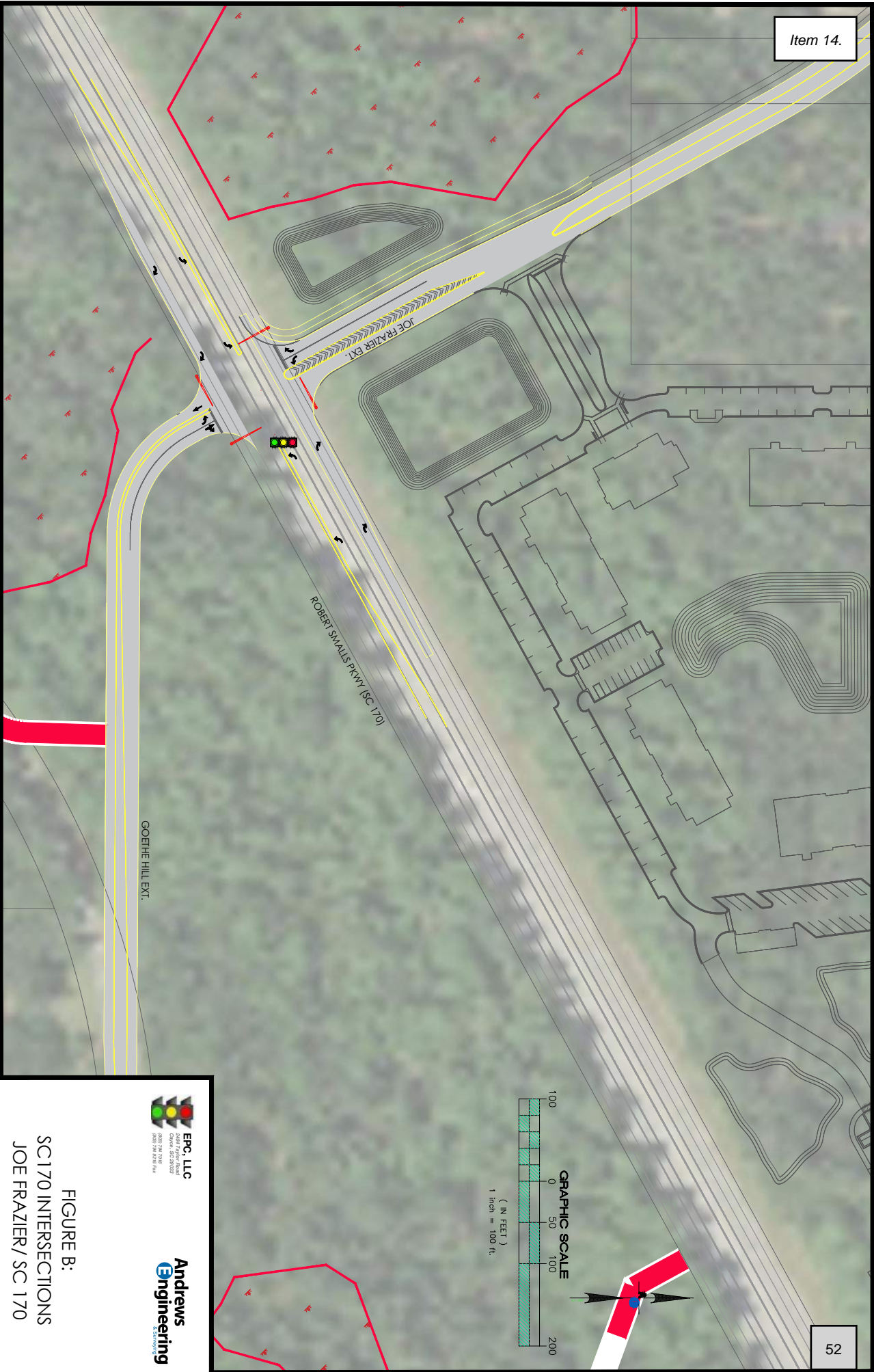


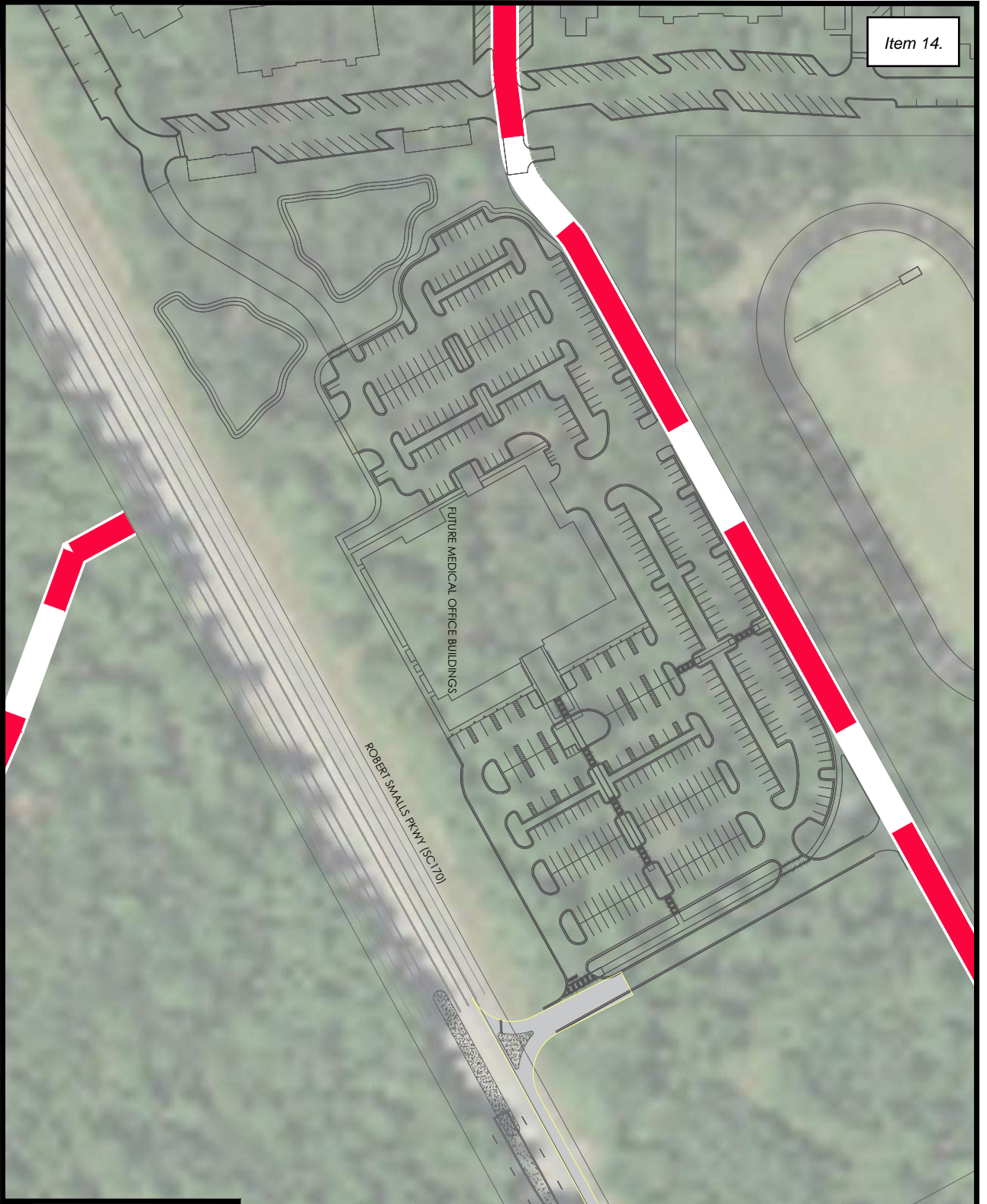
FIGURE B:  
SC 170 INTERSECTIONS  
JOE FRAZIER/ SC 170



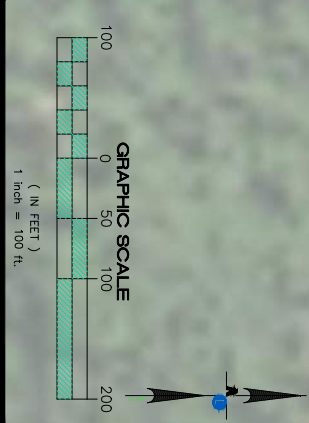


FIGURE C:  
SC 170 INTERSECTIONS  
BRIDGES CHARTER / SC 170

Item 14.



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**FIGURE D:**  
 SC 170 INTERSECTIONS  
 APTS/MOB/ SC 170

# **BROAD RIVER BOULEVARD**

---

The section of Broad River Boulevard studied as part of this review is a slightly less than 1-mile section containing the three studied intersections of WK Alston Drive, Jennings Road, and Joe Frazier Road.

## **EXISTING CONDITIONS**

### **Broad River Boulevard**

In general, this roadway is a collector providing a two-lane cross-section where directional traffic flow is separated by a double-yellow centerline. Sidewalks, immediately adjacent to the curb, exist on the north side throughout the study area (WK Alston Drive to Joe Frazier Road). Minimal shoulders are provided ranging in width of 1-2-feet. The posted speed limit is 45 mph throughout the study area.

Being a collector, there are frequent access points along the defined section of Broad River Boulevard serving mainly residential units with an occasional industrial/commercial drive (Talisman Drive).

### **Intersections**

*WK Alston Drive*- Is currently a three-legged signalized intersection. Geometrics are as follows:

- Eastbound Broad River Boulevard - Single-lane approach serving both through and right-turn movements;
- Westbound Broad River Boulevard - Single-lane approach serving both left and through movements; and
- Northbound WK Alston Drive- Separate 230-foot left-turn lane and a separate right-turn lane.

*Jennings Road*- Is currently a three-legged STOP sign controlled intersection. Geometrics are as follows:

- Eastbound Broad River Boulevard - Separate 200-foot left-turn lane and a single through lane;
- Westbound Broad River Boulevard - Single through lane and a separate 210-foot right-turn lane separated by a painted median; and
- Southbound Jennings Road- Separate 175-foot left-turn lane and a separate right-turn lane.

*Joe Frazier Road/Colonial Avenue*- Is currently a four-legged signalized intersection. Geometrics are as follows:

- Eastbound Broad River Boulevard - Separate 280-foot left-turn lane and a shared thru/right-turn lane;
- Westbound Broad River Boulevard - Separate 200-foot left-turn lane and a shared thru/right-turn lane;
- Northbound Colonial Ave – Single-lane for left/thru/right-turn movements; and
- Southbound Joe Frazier Road- Separate 260-foot left-turn lane and a shared thru-right-turn lane.

**TRAFFIC VOLUMES**

Daily traffic volumes within this section of Broad River Boulevard (just west of Joe Frazier Road) indicate an Existing two-way average annual daily traffic volume (AADT) of 7,200 vpd. Future daily traffic volumes in accordance with the LCOG’s model indicate an over 20-percent increase to approximately 10,825 vpd. This future 2040 volume results in a LOS E (LOS D max is 9,890 vpd for an undivided Collector) by *Level-of-Service for Urban Facilities (ref. Appendix SCDOT References)*.

**INTERSECTION ANALYSES**

Analyses have been conducted for the AM and PM peak hour for the three intersections located along the Broad River Boulevard corridor. **Table 2** presents the results of these analyses for both Existing conditions as well as the Existing plus Development conditions.

**Table 2  
LEVEL-OF-SERVICE SUMMARY<sup>1</sup>  
Broad River Boulevard Corridor Segment**

<b><u>Signalized Intersection</u></b>	<b><u>Time Period</u></b>	<b><u>2021 EXISTING</u></b>		<b><u>EXISTING + PROJECTS</u></b>	
		<b><u>Delay<sup>2</sup></u></b>	<b><u>LOS<sup>3</sup></u></b>	<b><u>Delay</u></b>	<b><u>LOS</u></b>
Broad River Boulevard at Joe Frazier Road/Colonial Ave	AM	23.3	C	25.1	C
	PM	20.5	C	22.5	C
<b><u>Unsignalized Intersections</u></b>					
Broad River Boulevard at WK Alston Drive	AM	15.8	C	17.8	C
	PM	16.3	C	19.7	C
Broad River Boulevard at Jennings Road	AM	16.0	C	17.1	C
	PM	17.6	C	19.1	C

1. Calculations completed using the HCM 6th Ed methodology.
2. Delay in seconds-per-vehicle.
3. LOS = Level-of-Service.

**GENERAL NOTES:**

1. For unsignalized intersections, delay is representative of the worst approach.
2. For signalized intersections, delay is weighted average of all approaches.
3. LOS A thru LOS C defined as short delays, LOS D & E defined as moderate delays and LOS F defined as long delays.

As shown by the above, operations at the study area intersections along Broad River Boulevard are currently at a LOS C and are expected to maintain a LOS C under the near-term Existing plus projects scenario. Further review of the signalized intersection of Broad River Boulevard at Joe Frazier Road indicated a travel pattern to/from the west on Broad River Boulevard (towards the Broad River Bridge) as indicated by the following high-volume movements which are currently capacity concerns:

- Southbound right-turn movement from Joe Frazier Road to westbound Broad River Boulevard (AM=401, PM=226 veh.); and
- Eastbound left-turn movement from Broad River Boulevard to northbound Joe Frazier Road (AM=181, PM=336 veh.).

While in the near term, operations at individual intersections are expected to remain as a LOS C, the LCOG 2040 Transportation model defines two roadway sections which are expected to experience capability issues operating at or above capacity limits. Joe Frazier Road north of Broad River Boulevard is expected to operate poorly as a two-lane cross-section and Broad River Boulevard west of Joe Frazier Road is expected to operate at capacity.

## **RECOMMENDATIONS**

This section of Broad River Boulevard currently operates in good condition and is expected to maintain acceptable conditions based on immediate growth projections. Future growth to the area north of Broad River Boulevard (Habersham area, etc.) will be a major consideration to maintaining the capacity integrity along this corridor. This growth has been expressed as an issue under the LCOG Regional Model Version #2 (LRMv2) which expects the approach of Joe Frazier Road to Broad River Boulevard to require widening to a multi-lane cross-section.

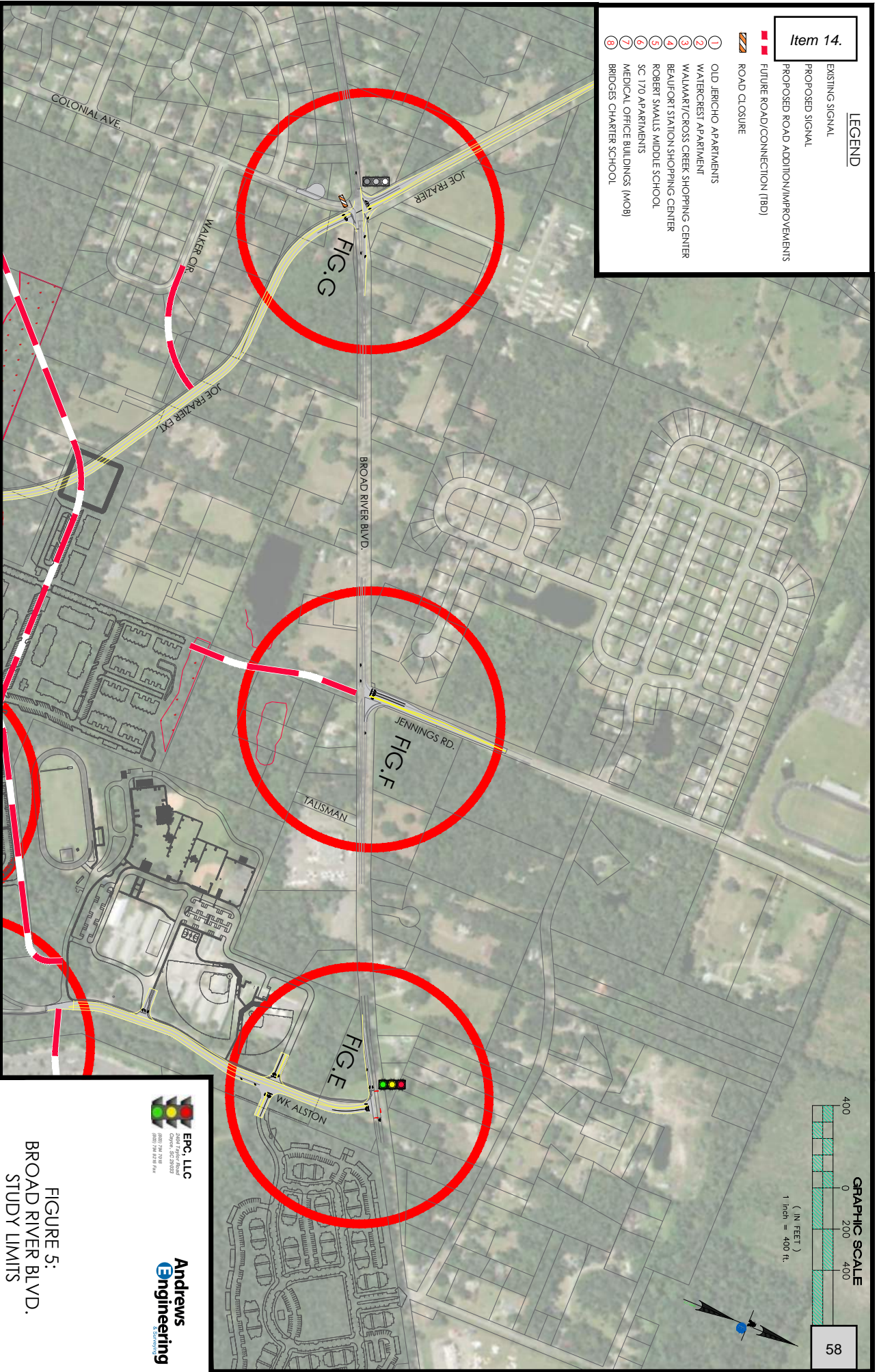
After review of the existing and future traffic loadings (daily and peak-hour) as well as development proposals currently under consideration within the study area, the following concept plan, **Figure 5** has been developed which provides an over-view of the Broad River Boulevard corridor.

Key notes of this proposed Broad River Boulevard access plan are as follows:

1. Widening of Joe Frazier Road: Widen section between Broad River Boulevard and Possum Hill Road to provide a 3-lane section where center-lane will operate as a two-way left-turn lane (TWLTL);
2. Extension of Joe Frazier Road: As indicated earlier, this extension will allow an alternative route to SC 170 as opposed to Broad River Boulevard to the west towards SC 170 (Broad River Bridge).
3. Enhancement of intersection geometrics and traffic control:
  - WK Alston Drive to be provided separate turning lanes and likely signalization when MUTCD warrants are met.
  - Jennings Road to be provided with separate turning lanes and the possibility of a fourth approach leg. Operations to remain as an unsignalized intersection however a single-lane round-a-bout could be considered (would remove the need for separate turning lanes).
  - Joe Frazier Road/Extension to be provided separate turning lanes and maintain signal control. Can be expected to reduce traffic volumes along Broad River Boulevard to the west.
4. Extension of Jennings Road: Provision of creating a four-legged intersection opposite Jennings Road for future development. Consideration of continuing connectivity to the south via expected development located along the north side of SC 170 (possible connection to SC 170).
5. Close the Colonial Avenue direct access to Broad River Road (Fig G). Provide a connection between Colonial Avenue and Joe Frazier Road Extension by realigning Walker Circle (Fig 7).

The following exhibits (**Figures E-G**) present each of the study area intersections along Broad River Boulevard in a blow-up view of the suggested geometrics and traffic control improvements.





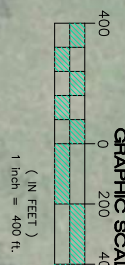
**Item 14.**

EXISTING SIGNAL  
 PROPOSED SIGNAL  
 PROPOSED ROAD ADDITION/IMPROVEMENTS  
 FUTURE ROAD/CONNECTION (TBD)  
 ROAD CLOSURE

- ① OLD JERICHO APARTMENTS
- ② WATERCREST APARTMENT
- ③ WALMART/CROSS CREEK SHOPPING CENTER
- ④ BEAUFORT STATION SHOPPING CENTER
- ⑤ ROBERT SMALLS MIDDLE SCHOOL
- ⑥ SC 170 APARTMENTS
- ⑦ MEDICAL OFFICE BUILDINGS (MOB)
- ⑧ BRIDGES CHARTER SCHOOL

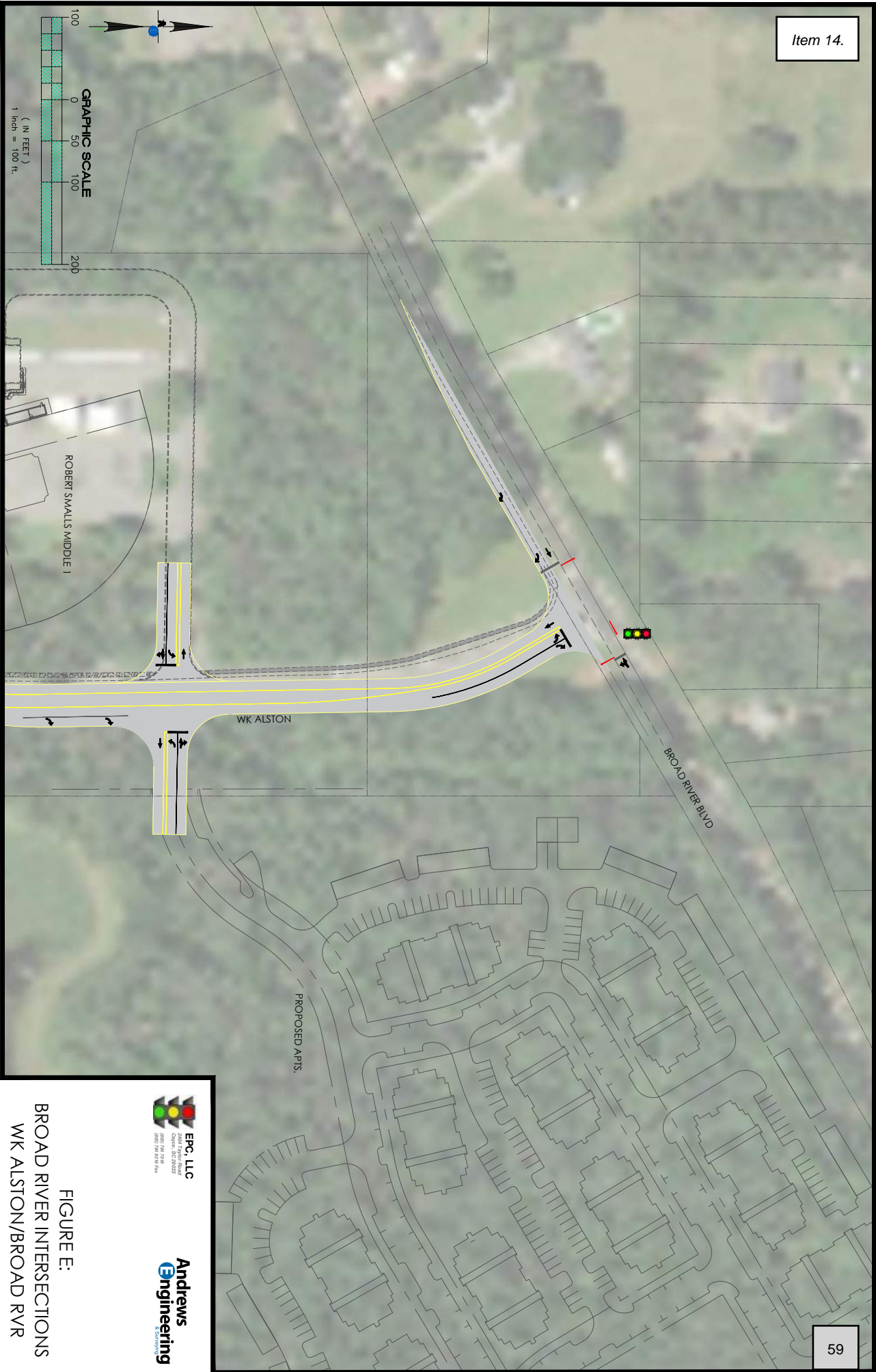
**LEGEND**

**GRAPHIC SCALE**



**FIGURE 5:**  
**BROAD RIVER BLVD.**  
**STUDY LIMITS**





**FIGURE E:**  
**BROAD RIVER INTERSECTIONS**  
**WK ALSTON/BROAD RVR**

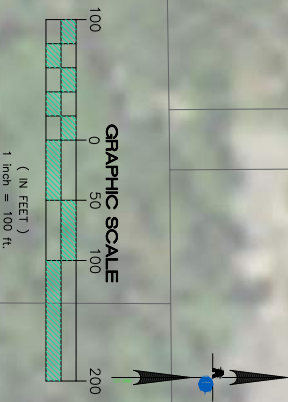
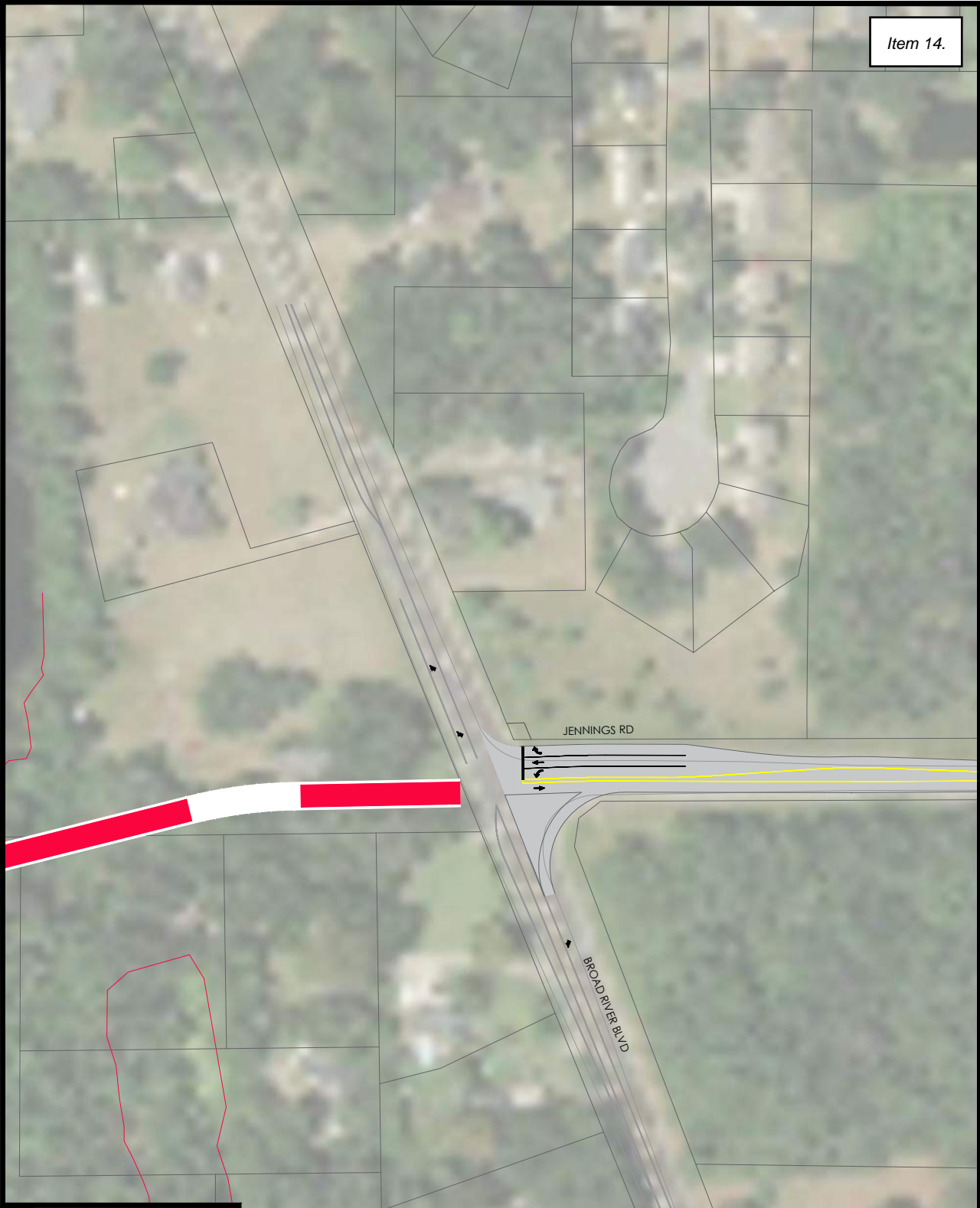


FIGURE F:  
BROAD RIVER INTERSECTIONS  
JENNINGS/BROAD RVR



Item 14.

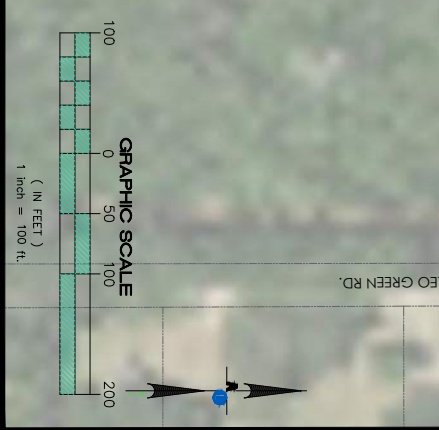


FIGURE G:  
 BROAD RIVER INTERSECTIONS  
 JOE FRAZIER/BROAD RVR

## ADDITIONAL SUGGESTIONS

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Details of connectivity intersections have also been completed which are related to potential development projects and/or additional connectivity suggested for the over-all study area. These suggested connectivity points will aid in traffic flow by providing outlets for traffic potentially to not depend on SC 170, limiting full-movement intersections or allowing consolidation to signalized intersections along the corridor of SC 170.

### RECOMMENDATIONS

***WK Alston Drive Connectivity:*** With the recent completion of the SCDOT project on SC 170 along the frontage of Walmart and the signalization of SC 170 at WK Alston Drive, connectivity access to/from WK Alston Drive is recommended (and is in accordance with the Beaufort Code, Section C.2.3, “Street Network Diagram – Section 4”) for the existing Walmart development and future development proposals located east and west of WK Alston Drive.

As shown by **Figure 6**, connections suggested including:

- Apartment complex aligning opposite the school’s most northern access;
- Walmart potentially accessing along WK Alston Drive; and
- Medical Office/Apartments potential of connecting to the school’s southern access.

It should be noted that WK Alston Drive is an SCDOT maintained roadway (S-761) and currently provides access to Robert Smalls Middle school.

***Joe Frazier Extension Connectivity:*** As part of the extension of Joe Frazier Road to SC 170, connectivity access to/from abutting land uses (existing and proposed) should be considered.

As shown by **Figure 7**, connections suggested including:

- Colonial Avenue is suggested to be closed at Broad River Boulevard as part of the Joe Frazier Extension. A connector between the new three-lane alignment of Joe Frazier Road and Walker Circle would re-establish this access; and
- Apartment complex planned to the east of Joe Frazier Road Extension would provide potential of allowing access to both SC 170 and Joe Frazier Extension.

***Goethe Hill Connections:*** New points of access/connectivity are suggested along the section of Goethe Hill Road between SC 170 and Parris Island Gateway (includes the portion re-aligned as part of the Joe Frazier Extension).

As shown by **Figure 8**, connections suggested including:

- Vacant triangular shaped parcel bordered by SC 170, Goethe Hill Road, and US 21. Currently a

portion of this parcel (northeast section) is being planned as a major retail center. Extending the main access drive, located opposite WK Alston Drive at SC 170 to Goethe Hill Road will reduce/minimize future access along US 21 while providing access for current unplanned development areas of this over-all parcel.

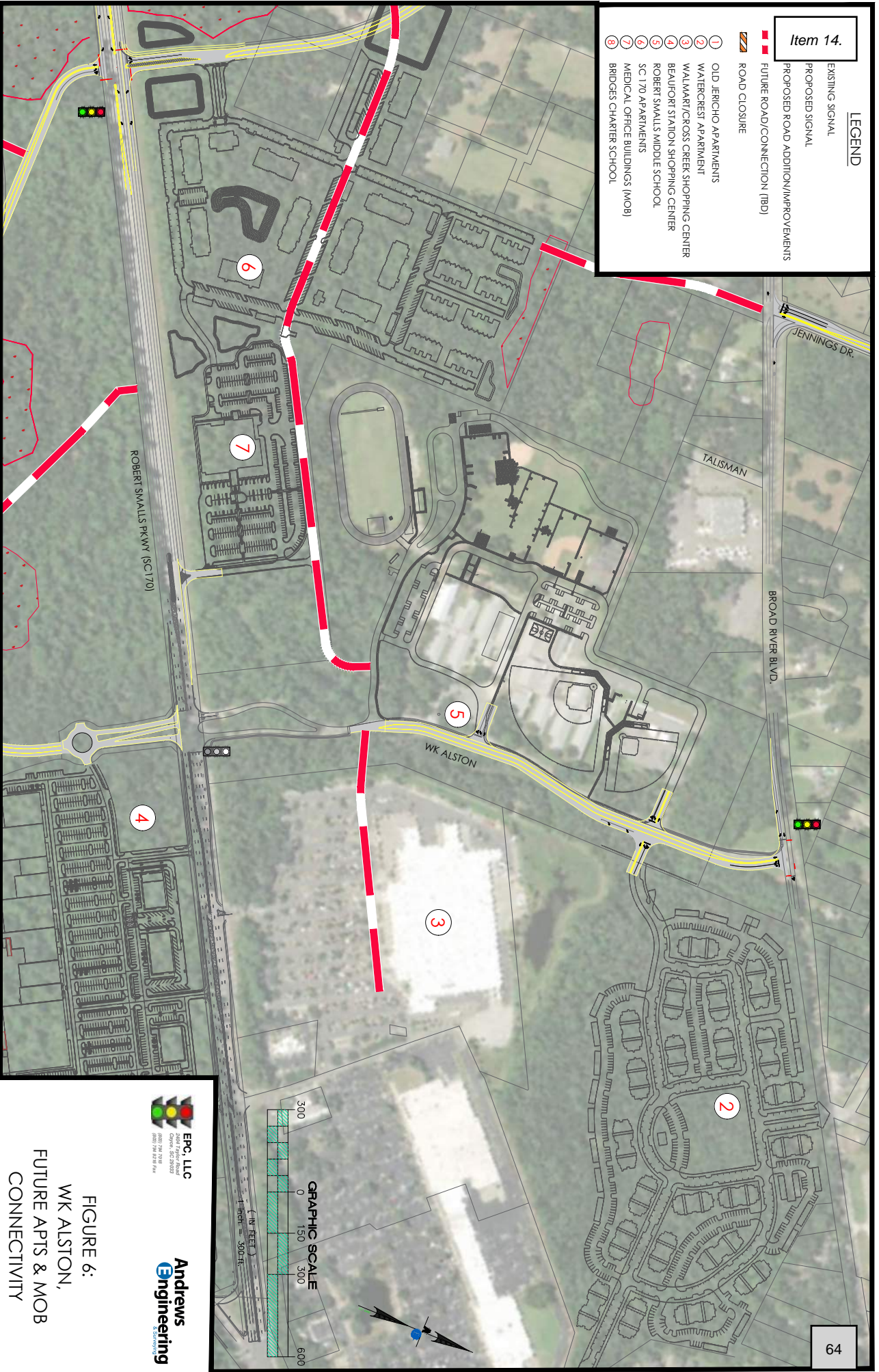
- Re-establish access for Singleton Hill Circle and UPS facility by maintaining a portion of Goethe Hill Road and intersecting with the new alignment of Goethe Hill. This connector is recommended to extend to Bridges Prep school, providing a second access alternative for the school.



**LEGEND**

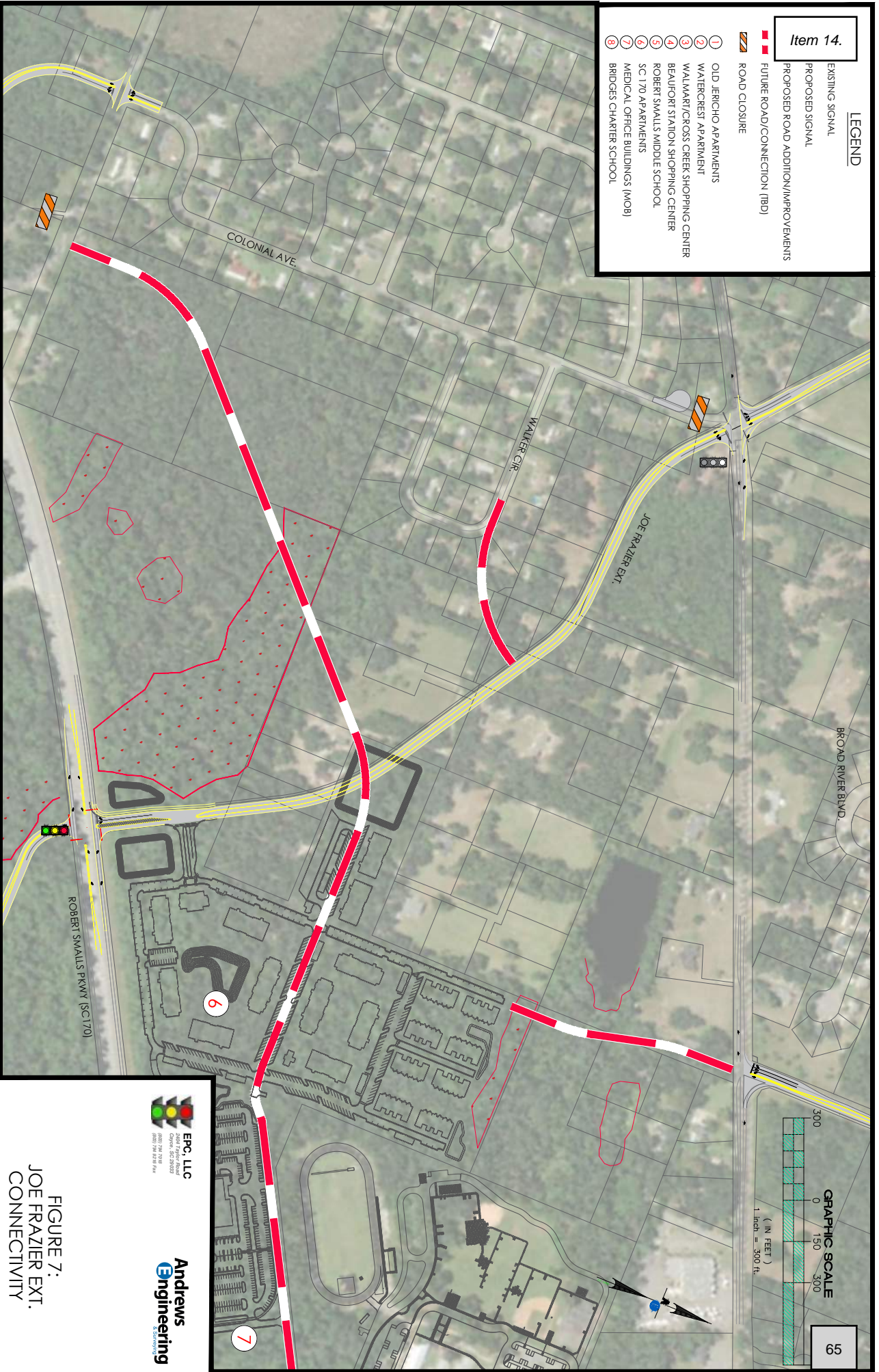
**Item 14.**

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (TBD)
- ROAD CLOSURE
- 1 OLD JERICHO APARTMENTS
- 2 WATERCRESS APARTMENT
- 3 WALMART/CROSS CREEK SHOPPING CENTER
- 4 BEAUFORT STATION SHOPPING CENTER
- 5 ROBERT SMALLS MIDDLE SCHOOL
- 6 SC 170 APARTMENTS
- 7 MEDICAL OFFICE BUILDINGS (MOB)
- 8 BRIDGES CHARTER SCHOOL



**FIGURE 6:**  
**WK ALSTON,**  
**FUTURE APTS & MOB**  
**CONNECTIVITY**



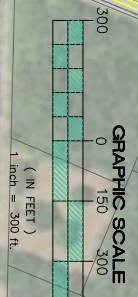


**Item 14.**

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (TBD)
- ROAD CLOSURE

**LEGEND**

- 1 OLD JERICHO APARTMENTS
- 2 WATERCREST APARTMENT
- 3 WALMART/CROSS CREEK SHOPPING CENTER
- 4 BAUHOFI STATION SHOPPING CENTER
- 5 ROBERT SMALLS MIDDLE SCHOOL
- 6 SC 170 APARTMENTS
- 7 MEDICAL OFFICE BUILDINGS (MOB)
- 8 BRIDGES CHARTER SCHOOL

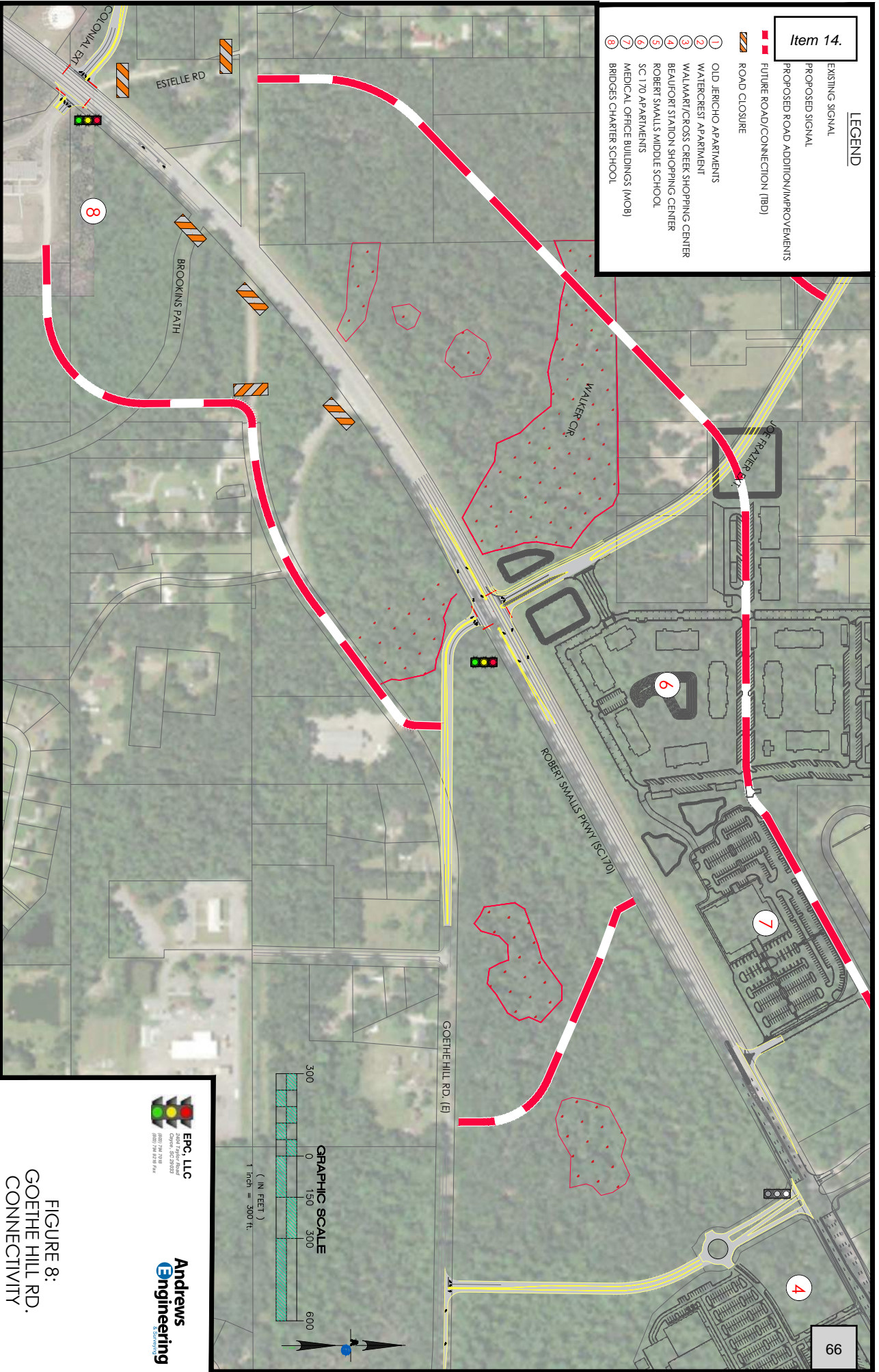


**ERC, LLC**  
 Road Traffic Signal  
 4800 29th 7th Ave  
 Cary, NC 27513  
 919.487.1414 Fax

**Andrews Engineering**  
 CONSULTING ENGINEERS

**FIGURE 7:**  
**JOE FRAZIER EXT.**  
**CONNECTIVITY**





**Item 14.**

**LEGEND**

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (TBD)
- ▨ ROAD CLOSURE
- ① OLD JERICHO APARTMENTS
- ② WATERCREST APARTMENT
- ③ WALMART/CROSS CREEK SHOPPING CENTER
- ④ BEAUFORT STATION SHOPPING CENTER
- ⑤ ROBERT SMALLS MIDDLE SCHOOL
- ⑥ SC 170 APARTMENTS
- ⑦ MEDICAL OFFICE BUILDINGS (MOB)
- ⑧ BRIDGES CHARTER SCHOOL

300  
0  
150  
300  
600

**GRAPHIC SCALE**

( IN FEET )  
1 Inch = 300 Ft.

**EPC LLC**  
 10001 Park Forest  
 Cary, NC 27513  
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 919.279.7118 Fax

**Andrews Engineering**  
 10001 Park Forest  
 Cary, NC 27513  
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**FIGURE 8:**  
**GOETHE HILL RD.**  
**CONNECTIVITY**

## **SUMMARY of IMPROVEMENTS**

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The following presents a summary of the over-all recommendations for this study area in both bullet form as well as the attached comprehensive graphic (**Figure 9**).

### **ROBERT SMALLS PARKWAY (SC 170)**

- Provision of a new connection to SC 170 via the extension of Joe Frazier Road from its current termini with Broad River Boulevard.
- Signalization and connectivity for the Bridges Prep School.
- Re-alignment of both approaches of Goethe Hill Road. The Eastern section aligns opposite the suggested Joe Frazier Road Extension and the western section aligns opposite Bridges Prep School.
- Planning of existing and future intersections to provide adequate spacing for efficient traffic signal control/operations with a progression system.
- Connectivity between signalized intersections with internal connectivity between development projects.
- Planning of development access between WK Alston Drive and Joe Frazier Extension.

### **BROAD RIVER BOULEVARD**

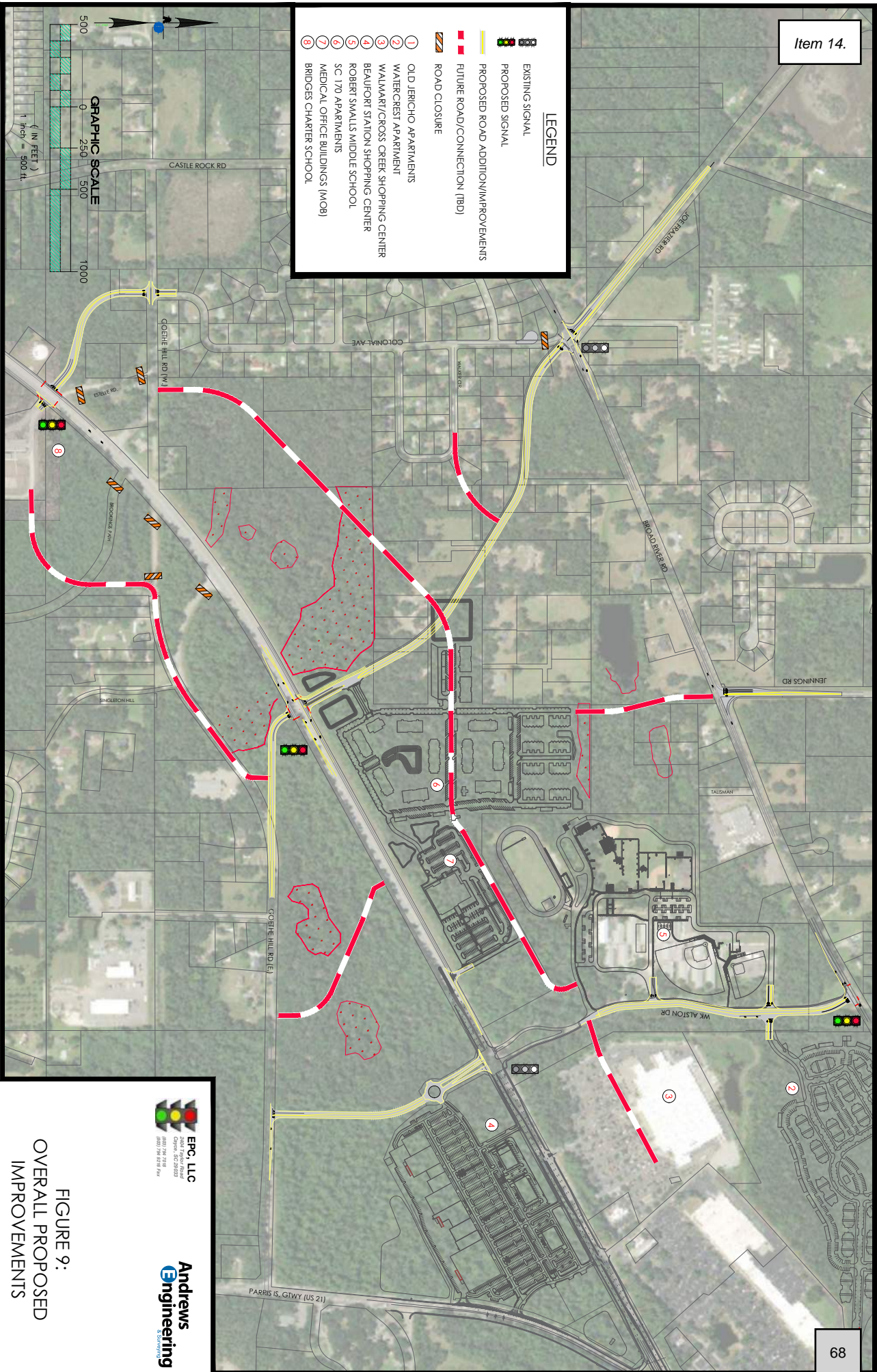
- The extension of Joe Frazier Road to SC 170 will improve the roadway between Broad River Road and SC 170 as a multi-lane facility. The traffic signal control at this intersection will be upgraded to accommodate the new geometrics of the intersection improvements. The Joe Frazier Extension provides a direct access to SC 170 opposed to traveling west along Broad River Road to SC 170, toward the Broad River bridge, which will reduce the traffic demand on Broad River Road. Widen Joe Frazier to 3-lane cross-section to Possum Hill Road north of Broad River per the Lowcountry Council of Government *Regional Travel Demand Model*.
- Possible signalization of WK Alston Drive when warranted.
- Possible new approach leg opposite Jennings Road serving as access to future development and/or connectivity to developed properties to the south. Traffic control for the Broad River Boulevard at Jennings Road intersection is planned as STOP sign control or maybe a practical location for a roundabout.



**LEGEND**

- EXISTING SIGNAL
- PROPOSED SIGNAL
- PROPOSED ROAD ADDITION/IMPROVEMENTS
- FUTURE ROAD/CONNECTION (FRD)
- ROAD CLOSURE

- 1 OLD JERICHO APARTMENTS
- 2 WATERCREST APARTMENT
- 3 WALKMART/CROSS CREEK SHOPPING CENTER
- 4 BEAUFORT STATION SHOPPING CENTER
- 5 ROBERT SMALLS MIDDLE SCHOOL
- 6 SC 170 APARTMENTS
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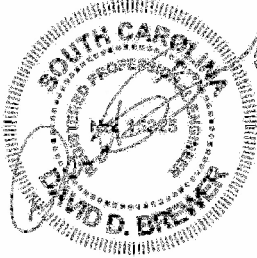
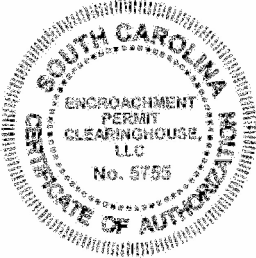


**FIGURE 9:**  
OVERALL PROPOSED  
IMPROVEMENTS

**CONNECTIVITY/ACCESS ENHANCEMENTS**

- New connectivity for the Colonial Avenue area to the new Joe Frazier Road Extension, which results in the closure of the current direct access to Broad River Boulevard. Additionally, a new connection to SC 170 via an extension across/re-alignment of Goethe Hill Road.
- Possible connections to adjacent properties east or west of WK Alston Drive.
- The connectivity of the retail center/future development along Goethe Hill Road between US 21 and SC 170.
- The connectivity of Bridges Prep school and Singleton Hill Circle to the relocated segment of Goethe Hill Road (east) provides a second outlet for school traffic and access for a number of residential homes.
- Vehicular connectivity will include multimodal bike and pedestrian paths in accordance with the City of Beaufort’s and Beaufort County’s respective Comprehensive Plans, including Beaufort County Connects; Bicycle and Pedestrian Plan 2021, where feasible.

Prepared by  
EPC, LLC



Andrews Engineering



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO.
<b>MEETING NAME AND DATE:</b>
Finance Committee 1/17/2023
<b>PRESENTER INFORMATION:</b>
David Cheatwood Managing Director First Tryon Advisors 20 minutes
<b>ITEM BACKGROUND:</b>
The Bluffton Township Fire District (BTFD) is seeking to issue a bond to purchase equipment that has a replacement cycle of 7 to 10 years.
<b>PROJECT / ITEM NARRATIVE:</b>
The BTFD has received approval from their Board to seek funding to purchase equipment. The debt will be serviced through the District's Debt Service Fund.
<b>FISCAL IMPACT:</b>
The debt will be serviced through the Bluffton Township Fire Districts debt service which would lead to an increased millage.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends County Council to approve the recommendation.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny "RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO."





*Simplifying* PUBLIC FINANCE

DAVID CHEATWOOD, Managing Director

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Charlotte, NC 28209

*Office:* (704) 926-2447

*Email:* [dcheatwood@firsttryon.com](mailto:dcheatwood@firsttryon.com)

Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A

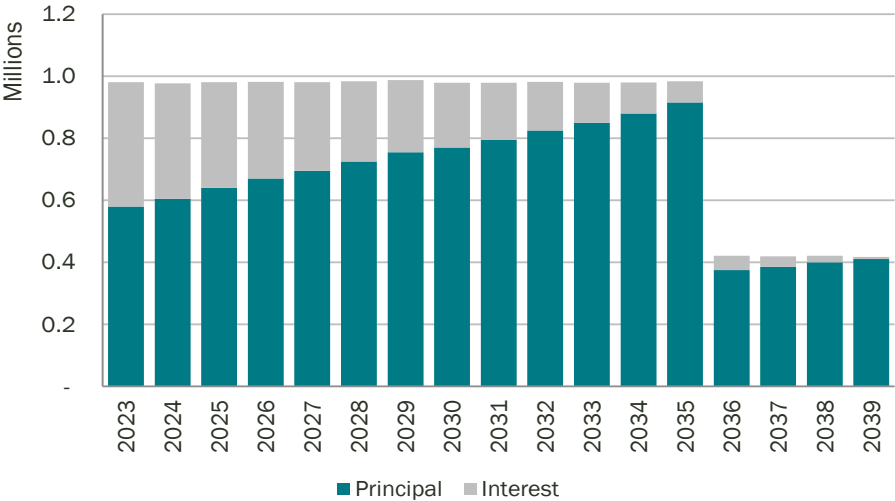
Beaufort County, South Carolina

# Overview

- Bluffton Township Fire District (the “Fire District”) is a special taxing district of Beaufort County (the “County”).
- The County has the power to issue General Obligation Bonds to defray the cost of any authorized purpose within the Fire District without a referendum so long as the total amount of General Obligation Bonds outstanding does not exceed 8% of the Fire District’s Assessed Value (the “8% Debt Limit”).
- Based on the Fire District’s FY2021 Assessed Value of \$715,515,350, the Fire District’s 8% Debt Limit is \$57,241,228.
- As highlighted in the table below, the County currently has two series of Limited General Obligation Bonds outstanding for the Fire District (Series 2015A and Series 2018) totaling \$11,275,000, all of which count towards the 8% Debt Limit, leaving \$45,966,228 of capacity.

Limited General Obligation Bonds						
Series	Description	Par Outstanding	Final Maturity	Call Provision	Avg. Coupon	Use of Proceeds
Series 2015A	Limited General Obligation Bonds (Bluffton Township Fire District)	5,850,000	3/1/2035	3/1/2025	3.671%	New Fire Engine
Series 2018	Limited General Obligation Bonds (Bluffton Township Fire District)	5,425,000	3/1/2039	3/1/2028	3.699%	Two Fire Stations
Total		11,275,000			3.685%	

- For the payment of the principal and interest on these General Obligation Bonds, the full faith, credit and taxing power of the County are irrevocably pledged and there is levied and collected annually a tax, without limit, on all taxable property in the Fire District sufficient to pay the principal and interest on these bonds.
- The County currently levies 1.5 debt service mills in the Fire District to pay the existing debt service (principal + interest) on the Fire District’s two series of General Obligation Bonds.



# Proposed Financing

- The Fire District is requesting that the County issue a series of Limited General Obligation Bonds in an amount not-to-exceed \$4,250,000 for the purpose of purchasing necessary equipment required to provide fire and rescue services to the community as well as paying costs of issuance (the “Series 2023 Bonds”).
  
- To help pay for the increase in debt service, the Fire District is also requesting a 0.5 mill increase (for a total levy of 2 debt service mills) to the Fall 2023 tax bill (FY2024).
  
- First Tryon Advisors has prepared an analysis to forecast the revenues available for debt service, which include both the 2 debt service mills and the one-time use of excess funds in the Fire District’s debt service fund, vs. the debt service on the existing and proposed Limited General Obligation Bonds.
  
- Within this analysis, First Tryon has made the following assumptions:
  - Current value of a mill of \$735,000 with an annual growth rate of 3.50% for the next three years, 2.00% for the subsequent two years and 1.00% thereafter.
  - Approximately \$575,000 of funds available in the Fire District’s debt service fund as of December 31, 2022 with approximately \$700,000 available by December 31, 2023.
  - New debt repaid annually each March 1, beginning March 1, 2024 with a final maturity on March 1, 2030 (7-year term) at an estimated interest rate of 4.25%.

<b>Debt Service</b>			
<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
<u>12/31</u>			
2024	769,000	223,990	992,990
2025	456,000	138,253	594,253
2026	531,000	117,279	648,279
2027	584,000	93,585	677,585
2028	610,000	68,213	678,213
2029	636,000	41,735	677,735
2030	664,000	14,110	678,110
<b>Total</b>	<b>4,250,000</b>	<b>697,164</b>	<b>4,947,164</b>

# Analysis

Millage Impact									
Tax Year	CY of DS Payment	Millage Rate	Total Revenues	Existing Debt Service	Proposed Debt Service	Total Debt Service	Surplus / (Deficit)	Use of Fund Balance	Fund Balance
Total	Total								
2021	2022								576,927
2022	2023	1.50	1,102,500	980,944	-	980,944	121,556	-	698,484
2023	2024	2.00	1,521,450	976,319	992,990	1,969,309	(447,859)	(447,859)	250,624
2024	2025	2.00	1,574,700	980,194	594,253	1,574,446	254	-	250,878
2025	2026	2.00	1,629,814	981,544	648,279	1,629,823	(9)	(9)	250,870
2026	2027	2.00	1,662,410	980,719	677,585	1,658,304	4,106	-	254,976
2027	2028	2.00	1,695,658	983,497	678,213	1,661,709	33,949	-	288,925
2028	2029	2.00	1,712,616	987,563	677,735	1,665,298	47,319	-	336,243
2029	2030	2.00	1,729,742	978,550	678,110	1,656,660	73,082	-	409,325
2030	2031	2.00	1,747,040	978,313	-	978,313	768,728	-	1,178,053
2031	2032	2.00	1,764,510	981,588	-	981,588	782,923	-	1,960,975
2032	2033	2.00	1,782,154	978,738	-	978,738	803,417	-	2,764,392
2033	2034	2.00	1,799,976	979,425	-	979,425	820,551	-	3,584,943
2034	2035	2.00	1,817,976	983,450	-	983,450	834,526	-	4,419,469
2035	2036	2.00	1,836,156	421,456	-	421,456	1,414,700	-	5,834,168
2036	2037	2.00	1,854,518	419,106	-	419,106	1,435,412	-	7,269,580
2037	2038	2.00	1,873,062	421,100	-	421,100	1,451,962	-	8,721,542
2038	2039	2.00	1,891,792	417,175	-	417,175	1,474,617	-	10,196,159
2039	2040	2.00	1,910,710	-	-	-	1,910,710	-	12,106,869

# Timeline

- To issue the Series 2023 Bonds, County Council must have three readings of a bond ordinance and hold a public hearing.
- The schedule below assumes the three readings at the upcoming Council meeting dates of January 23<sup>rd</sup>, February 13<sup>th</sup> and February 27<sup>th</sup> and holding the public hearing at the time of 2<sup>nd</sup> reading on February 13<sup>th</sup>.
- S.C. law requires that the Series 2023 Bonds are sold on a competitive basis and First Tryon recommends doing so in the “bank market” as opposed to the “public market” given comparable interest rates, lower cost of issuance and the ability to lock in interest rates earlier to avoid interest rate risk.
- Under this schedule, bank bids would be due on April 4<sup>th</sup> (interest rates locked in) with closing to follow on May 2<sup>nd</sup>.

DATE	TASK	RESPONSIBILITY
January 17	County Finance Committee Meeting – Review Fire District Request	C
January 23	County Council Meeting – First Reading of Bond Ordinance	BC / C
February 13	County Council Meeting – Second Reading of Bond Ordinance; Hold Public Hearing	BC / C
February 27	County Council Meeting – Third Reading of Bond Ordinance	BC / C
March 14	Distribute Bank RFP / Notice of Sale to Bidders	FA
April 4	Bank Bids Due Call to Review Bank Bids	Working Group
April 28	Expiration of 60-day Challenge Period	Working Group
May 2	Closing	Working Group

NOTE: COUNTY COUNCIL TYPICALLY MEETS 2<sup>ND</sup> AND 4<sup>TH</sup> MONDAY OF EACH MONTH.

# Disclaimer

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## ORDINANCE NO. \_\_\_\_\_

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

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

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

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

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

(i) In order to continue to provide fire and rescue services in the Fire District, there is a need for the purchase of necessary equipment (the “Project”).

(j) It is necessary and in the best interest of the County and the residents of the Fire District for the County Council to provide for the issuance and sale of not to exceed \$4,250,000 limited general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the “State”), the proceeds of which will be used: (i) to defray the cost of the Project; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorizations and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued limited general obligation bonds of the County in the amount of not to exceed \$4,250,000 to obtain funds for the purposes mentioned in Section 1(j) above which shall be designated “\$4,250,000 (or such lesser amount issued) Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A (or such other appropriate series designation), of Beaufort County, South Carolina” (the “Bond”).

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

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

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

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Administrator the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity date of the Bonds and the respective principal amounts maturing or payable on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bond; (e) determine the date and time of sale of the Bonds; (f) determine, with the advice of the County’s Financial Advisor and Bond Counsel, whether the Bonds should be publicly traded or placed with a bank; (g) receive bids on behalf of the County Council; and (h) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Official Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 13. Tax Covenants.** The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

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

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

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

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

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

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

**SECTION 16. Preliminary and Official Statement.** The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the “Rule”). The Administrator is further authorized to see

to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

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

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

SECTION 19. Bank Placement. In the event the Bonds are sold to a bank, the requirements of Sections 14, 16 and 18 hereof shall not be applicable, and the County may serve as Registrar/Paying Agent as described in Section 4 hereof. Also, forms of the attachments to this Ordinance will be revised as necessary and appropriate.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer and used to pay costs of the Project and costs of issuance of the Bonds, except that the premium, if any, shall be deposited into the sinking fund for the Bonds.

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and

- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP, as Bond Counsel and First Tryon Advisors, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2023.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk, County Council

Date of First Reading: January 23, 2023 (tentative)  
 Date of Second Reading: February 13, 2023 (tentative)  
 Date of Public Hearing: February 13, 2023 (tentative)  
 Date of Third Reading: February 27, 2023 (tentative)



EXHIBIT A

**FORM OF BOND**

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
BEAUFORT COUNTY  
LIMITED GENERAL OBLIGATION BONDS  
(BLUFFTON TOWNSHIP FIRE DISTRICT)  
SERIES 2023A

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"); Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ enacted by the County Council on \_\_\_\_\_, 2023 (the "Ordinance").

[Redemption Provisions]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the Fire District sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

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

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

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

under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(state)

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto  
(Name and Address of Transferee)

\_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution  
in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

## EXHIBIT B

**FORM OF NOTICE OF PUBLIC HEARING**

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on \_\_\_\_\_, 2023.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Limited General Obligation Bonds (Bluffton Township Fire District) Series 2023A of Beaufort County, South Carolina, in the principal amount of not to exceed \$4,250,000 (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) to fund the purchase of necessary equipment to provide fire and rescue services in the Bluffton Township Fire District (the "Fire District"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA



## EXHIBIT C

**FORM OF NOTICE**

## NOTICE OF ADOPTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), on \_\_\_\_\_, 2023, enacted an ordinance entitled "ORDINANCE NO. \_\_\_\_\_ AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,250,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO, (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$4,250,000 Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A (the "Bonds") of the County.

The proceeds of the Bonds will be used: (a) to fund the purchase of necessary equipment to provide fire and rescue services in the Bluffton Township Fire District; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

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

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

EXHIBIT D

**FORM OF NOTICE OF SALE**

OFFICIAL NOTICE OF SALE

\$ \_\_\_\_\_ LIMITED GENERAL OBLIGATION BONDS  
(BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2023A  
BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the “County”), until \_\_\_\_\_, South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2023, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A, of the County (the “Bonds”).

Electronic Bids: Electronic proposals must be submitted through IHS Markit’s Parity/BidComp Competitive Bidding System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from Parity, 450 West 33rd Street, 5th Floor, New York, New York 10001, Customer Support, telephone (212) 849-5021.

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2023; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

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

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 20% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

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

Redemption Provisions: [TO BE PROVIDED]

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

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2023 in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds.

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

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to Burr & Forman LLP, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: [fheizer@burr.com](mailto:fheizer@burr.com). The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, David Cheatwood, Managing Director, First Tryon Advisors, telephone (704) 926-2447, e-mail: [dcheatwood@firsttryon.com](mailto:dcheatwood@firsttryon.com)

BEAUFORT COUNTY, SOUTH CAROLINA

## EXHIBIT E

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$\_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance enacted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

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

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

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

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

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

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

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

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

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

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

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



SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2024, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date, the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Repository in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding

under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

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

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

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

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

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

SECTION 11. Duties of Dissemination Agent. The provisions of this Section 11 shall apply if the County is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

Dated: \_\_\_\_\_, 2023

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of County: Beaufort County, South Carolina

Name of Bond Issue: \$\_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2023A, Beaufort County, South Carolina

Date of Issuance: \_\_\_\_\_, 2023

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

Dated: \_\_\_\_\_

BEAUFORT COUNTY, SOUTH CAROLINA



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An Ordinance to appropriate funds from the State 2% Accommodations Tax Fund and other matters related thereto
<b>MEETING NAME AND DATE:</b>
Finance Committee 1/17/2023
<b>PRESENTER INFORMATION:</b>
Dick Farmer Chairman of the State Accommodations Tax Committee 20 minutes
<b>ITEM BACKGROUND:</b>
The State Accommodations Tax Committee meet on November 9, 2022 and reviewed 23 applications requesting over \$1.6 million in awards.
<b>PROJECT / ITEM NARRATIVE:</b>
The Committee selected the organizations listed in Attachment A for a total of \$1,000,000.
<b>FISCAL IMPACT:</b>
The award will be from the fund balance and current year revenues in Fund 2000.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends County Council to approve the recommendation.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny "Recommendation of approval of an Ordinance to appropriate funds from the State 2% Accommodations Tax Fund and other matters related thereto."



**ORDINANCE 2022/\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax') Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

**WHEREAS**, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

**WHEREAS**, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

**WHEREAS**, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

**WHEREAS**, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's state A-Tax Funds as set forth in the attached Exhibit A.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

BY: \_\_\_\_\_  
Joseph Passiment, Jr.

**ATTEST:**

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

Board Members:  
 Dick Farmer, Chairman  
 Olivia Young, Vice Chair  
 Vimal Desai  
 Anita Singleton-Prather  
 Jonathan Sullivan  
 Richard Stewart  
 Steven Green

STATE (2%) ACCOMMODATIONS TAX BOARD  
 Wednesday, November 9th 2022  
 9:00 a.m.  
 County Council Chambers  
 Administration Building  
 Beaufort County Government Robert Small Complex  
 100 Ribaut Road  
 Beaufort, South Carolina 29901

Organization	Event/Project	2022		2023		% of Ask
		Amount Requested Last year	Received Last Year	Amount Requested	Amount Rec'd	
1 Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2022-2023	\$ 175,000	\$ 175,000	\$ 180,000	\$ 280,000	156%
2 Lean Ensemble Theater	Funds for Chamber Dues	\$ 6,000	\$ 850	\$ -	\$ -	0%
3 Gullah Geechee Cultural Heritage Corridor	Gullah Geechee Heritage Corridor Celebration, Exhibit and Mar	\$ -	\$ -	\$ 30,000	\$ 30,000	100%
4 Friends of the Spanish Moss Trail	Digital/Social Media Campaign Featuring the Spanish Moss Trail	\$ 3,950	\$ 3,950	\$ 15,000	\$ 15,000	100%
5 Daufuskie Island Historical Foundation	Funds for Brochure Spending	\$ 6,000	\$ 4,000			
6 The Gullah Museum of Hilton Head	The Gullah Museum of Hilton Head	\$ -	\$ -	\$ 25,000	\$ 25,000	100%
7 HHI Concours d'Elegance	HHI Concours d'Elegance & Motoring Festival	\$ 40,000	\$ 24,755	\$ 40,000	\$ 40,000	100%
8 Beaufort County	Parks and recreation	\$ 617,400	\$ 140,000			
9 Beaufort County	Okatie River Park Construction	\$ -	\$ -	\$ 710,585	\$ -	100%
10 Friends of Port Royal Cypress Wetlands	Funds for marketing	\$ 5,600	\$ 2,400	\$ -	\$ -	0%
11 HHI Land Trust	Funds for marketing and guided naturalist tours	\$ 20,000	\$ 3,600	\$ -	\$ -	0%
12 Beaufort Area Sports Council	Beaufort Area Sports Marketing & Sales	\$ 40,000	\$ 40,000	\$ 25,000	\$ 25,000	100%
13 Hilton Head Symphony Orchestra	HHSO Marketing Programs	\$ 20,000	\$ 5,250	\$ 25,000	\$ 25,000	100%
14 TCL Foundation/ Mather School Museum & Interpretive	Mather School Museum & Interpretive Center Summer Programming & Promotion	\$ -	\$ -	\$ 40,000	\$ 40,000	100%
15 Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	100%
16 Gullah Festival, Shrimp Festival, Taste of Beaufort, etc.	Beaufort Festivals & Events Advertising FY 2022-2023	\$ 48,500	\$ 48,500	\$ 50,000	\$ 50,000	100%
17 Arts Center of Coastal Carolina	Tourism Marketing of Unincorporated Areas of Beaufort Count	\$ 6,000	\$ 3,050	\$ 6,000	\$ 6,000	100%
18 HHI Sea Turtle	Sea Turtle GREEN Carpet Event	\$ 7,800	\$ -	\$ -	\$ -	0%
19 Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing	\$ 155,000	\$ 32,000	\$ 80,989	\$ 32,000	40%
20 Beaufort Film Society	Beaufort International Film Festival (16th)	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	100%
21 Hilton Head Choral Society	Marketing Expenses	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	100%
22 SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 49,400	\$ 49,400	\$ 72,545	\$ 107,500	148%
23 Port Royal Sound Foundation (PRSF)	Dolphin, Research, and Aquarium Exhibits	\$ 52,380	\$ 52,380	\$ 91,000	\$ 91,000	100%
24 Historic Bluffton Foundation	Heyward House summer Kitchen Roof	\$ 31,044	\$ 31,044	\$ -	\$ -	0%
25 NIBCAA	Hilton Head Island Gullah Celebration	\$ 41,800	\$ 37,326	\$ 50,000	\$ 50,000	100%
26 Historic Mitchelville Freedom Park	Holiday Tree Lighting, Marketing & Site Preparation/Design for Juneteenth Celebration	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	100%
27 HHI Airport	HHI Inbound Awareness Campaign	\$ 60,000	\$ -	\$ -	\$ -	0%
28 Gullah Traveling Theater	Gullah Geechee Cultural Connections Symposium and Harriet Tubman Dinner Theater	\$ 30,990	\$ 19,795	\$ 49,950	\$ 30,000	60%
29 Penn Center	Heritage Festival	\$ 60,000	\$ 19,500	\$ -	\$ -	0%
30 Lowcountry Golf Course Owners Association	Golf Tourism Connected TV Advertising Campaign	\$ 20,000	\$ 10,000	\$ 20,000	\$ 20,000	100%
31 Coastal Discovery Museum	Cultural & Eco Tourism Projects	\$ 34,500	\$ 22,200	\$ 34,500	\$ 34,500	100%
32 Beaufort Hospitality Assoc	Oyster Roast	\$ -	\$ -	\$ 20,000	\$ 20,000	100%
<b>TOTAL REQUESTED:</b>		\$ 1,610,364	\$ 800,000	\$ 1,644,569	\$ 1,000,000	61%
<b>AMOUNT AVAILABLE:</b>				\$ 1,000,000		
Amount Remaining				\$ -		
New Applicants						



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH BEAUFORT ELITE VOLLEYBALL CLUB FOR A PORTION OF THE REAL PROPERTY LOCATED AT 2727 DEPOT ROAD</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities & Safety Committee 9/23/23
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney 5 Minutes
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County is the owner of real property located at 2727 Depot Road, Beaufort (“Property”). Warehouse space is located on a portion of the Property that is currently unused by the County. Beaufort Elite Volleyball Club (“Elite Volleyball”) is a nonprofit volleyball club that provides the youth of the community with a year round club for playing volleyball. The aforementioned warehouse space meets the needs of Elite Volleyball for holding practices for the participating members. The lease will be at fair market rate and will allow for Elite Volleyball to use the facility at agreed upon dates and times.
<b>FISCAL IMPACT:</b>
Elite Volleyball to pay \$525.00 monthly in rent to Beaufort County (\$6,300 yearly)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends to approve the lease to Beaufort Elite Volleyball Club
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to Council for Public Hearing and Approval

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH BEAUFORT ELITE VOLLEYBALL CLUB FOR A PORTION OF THE REAL PROPERTY LOCATED AT 2727 DEPOT ROAD**

**WHEREAS**, Beaufort County (“County”) is the fee simple owner of the real property located at 2727 Depot Road, Beaufort, South Carolina 29902 (“Property”); and

**WHEREAS**, Beaufort Elite Volleyball Club (“Elite Volleyball”) is a nonprofit organization serving the youth of the community by providing a year round club for playing volleyball; and

**WHEREAS**, the County has warehouse space at the Property which is currently unused and meets the needs of Elite Volleyball for holding practices at for the participating members of the club; and

**WHEREAS**, the County desires to lease a portion of warehouse space at the Property to Elite Volleyball for the purpose stated herein at fair market rate and in accordance with the Beaufort County Lease Policy; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with Elite Volleyball for a portion of warehouse space at the Property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Beaufort Elite Volleyball Club for a portion of the real property located at 2727 Depot Road.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

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



any reasons stated herein, the Landlord must provide the remaining Security Deposit within ninety (90) days of the Termination Date or the Termination Date of any Renewal Term.

**IV. UTILITIES.** Landlord shall be responsible for utility costs associated with the Premise. Tenant agrees to ensure that all lights are turned off when the Premises is not in use.

**V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of providing a gym facility for volleyball practice and games at the times established in this Section (“Permitted Use”). The Tenant is permitted to use the Premises during the following times:

Monday	5:00 pm – 9:00 pm
Tuesday	5:00 pm – 9:00 pm
Wednesday	5:00 pm – 9:00 pm
Thursday	5:00 pm – 9:00 pm
Sunday	12:00 pm – 6:00 pm

Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.3 *Maintenance.* Landlord shall maintain the parking areas, landscaping, grounds and planting care for the Premises. Tenant shall be responsible for providing Landlord with written notice of any necessary maintenance needed in the interior or exterior of the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Without written approval of the Landlord, the Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

5.5.2 *Cost of Improvements.* Any improvements which are approved in writing by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.3 *Compliance.* Any improvements by Tenant shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant's improvements or alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

## **VI. DESTRUCTION OR DAMAGE**

6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither

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affect not impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

**VII. ASSIGNMENT AND SUBLETTING**

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

**VIII. TERMINATION.** This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

8.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15<sup>th</sup>) calendar day of each month.

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**IX. DEFAULT**

9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises

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and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

(c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.

9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**X. SALE OF PREMISES.** In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

**XI. COMPLIANCE WITH LAWS.** Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

**XII. INSURANCE LIABILITY AND INDEMNIFICATION**

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

12.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

12.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

12.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

**XIII. MISCELLANEOUS PROVISIONS**

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

AS TO LANDLORD:            Beaufort County  
    Attn: Beaufort County Administration  
    Post Office Box 1228

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

Beaufort, SC 29901

Copy To: Beaufort County  
Attn: Beaufort County Public Facility Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the Parties have caused this Lease to be executed on the date first written above.

**LANDLORD:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**TENANT:**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution to include the Okatie Regional Preserve in the Old Growth Forest Network Private Forest Registry and enter into a Memorandum of Agreement for the property to remain perpetually unlogged
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee on January 9, 2023
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
<b>ITEM BACKGROUND:</b>
New item for Committee/Council consideration
<b>PROJECT / ITEM NARRATIVE:</b>
The Old Growth Forest Network (OGFN) is the only national network in the U.S. of protected, old-growth, native forests where people of all generations can experience biodiversity and the beauty of nature. OGFN’s goal is to locate and designate at least one protected forest in every county in the United States that can sustain a native old-growth forest. Mr. Michael Murphy, local long-time arborist, contacted Beaufort County to inquire about the County’s interest in including one of the County’s passive park properties in the OGFN registry. After a site visit to Okatie Regional Preserve with Mr. Murphy and the County’s Passive Parks Manager, it was determined that property would be applicable to the OGFN’s criteria and requirements. The 2020 Forest Management Plan for the property recommends it is maintained in its current mature forest conditions, and the 2018 Passive Park Public Use Work Plan recommends future public access and passive recreation in the form of hiking and bicycling trails. Inclusion on the OGFN registry will provide positive forest management exposure for Beaufort County and may be conducive to obtaining future grants for trail development.
<b>FISCAL IMPACT:</b>
No fiscal impact to Beaufort County
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Resolution as titled. Move forward to County Council for adoption on January 23,, 2023

**RESOLUTION 2023/\_\_\_**

**A RESOLUTION TO INCLUDE THE OKATIE REGIONAL PRESERVE IN THE OLD GROWTH FOREST NETWORK PRIVATE FOREST REGISTRY AND ENTER INTO A MEMORANDUM OF AGREEMENT FOR THE PROPERTY TO REMAIN PERPITUALLY UNLOGGED**

**WHEREAS** Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program, and;

**WHEREAS** Beaufort County acquired 180 acres known as Okatie Regional Preserve in 2004 and 2012 through the Rural and Critical Land Preservation Program for a total of \$11,900,000 for the perpetual protection of the natural resources surrounding the headwaters of the Okatie River, and;

**WHEREAS** Beaufort County’s 2020 Forest Management Plan recommends maintaining Okatie Regional Preserve in its current mature forest condition, which provides wildlife values of cover, food, and water sources, and;

**WHEREAS** Beaufort County’s 2018 Passive Park Public Use Work Plan recommends future public access for passive recreation opportunities on Okatie Regional Preserve in the form of hiking and biking trails, and;

**WHEREAS** Beaufort County recognizes mature forests are best at purifying the air and water and creating fertile soil that create successful conditions for many species of plants, animals and fungi, and;

**WHEREAS** Beaufort County recognizes that less than 1% of the eastern US forests have remained undisturbed long enough to develop old-growth characteristics.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** approves the inclusion of the Okatie Regional Preserve in the Old Growth Forest Network (OGFN) Private Forest Registry and agrees to enter into the OGFN Memorandum of Agreement for the property to remain perpetually unlogged.

Adopted this \_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

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



Contact: [info@oldgrowthforest.net](mailto:info@oldgrowthforest.net)  
P.O. Box 21, Easton, MD 21601; 404-585-0329

Congratulations! We are excited that your forest may soon be recognized as part of the national Old-Growth Forest Network.

The Old-Growth Forest Network is the first national organization working specifically to preserve ancient forests for the enjoyment of present and future generations. The Old-Growth Forest Network recognizes the importance of private landowners who have made the commitment to keep their forests unlogged. Often these owners are sacrificing timber income to let their forests mature toward their full potential to provide habitat, beauty, clean water, and clean air. The result will be a national network of treasured forests where all generations can experience native biodiversity and the beauty of nature. Visit the Old-Growth Forest Network at [www.oldgrowthforest.net](http://www.oldgrowthforest.net).

The categories marked with \* will be included on our website. Please fill out as much of the form as possible and answer with complete statements.

<b>State*</b> (Spelled out please)	South Carolina
<b>County*</b>	Beaufort
<b>Forest*</b> (Name of forest area as you would like it to appear on the website. Specific area first then hyphen and name of general area, if applicable.)	Okatie Regional Preserve - Beaufort County Passive Parks
<b>Description*</b> (Please give a brief description of the forest, including: Total acreage, and how much, if any, is old-growth? Age of oldest trees [known or approximate]? Dominant tree species or forest type? What, if anything, makes this forest special?)	Okatie Regional Preserve is located in southern Beaufort County near the Town of Bluffton. It is 180 acres of pine flatwoods, mixed pine-hardwood forest, bottomland forest, and salt marsh. All but 30 acres appears to be old-growth with no previously known harvesting, although the exact age of the trees is not known by Beaufort County staff. Dominant tree species include loblolly pine, pignut hickory, southern magnolia, eastern red cedar and various oak species including live oak, southern red oak, white oak, and swamp chestnut oak. This forest is special due to the presence of a large grove of white oaks and pockets of slope forest, which is uncommon in Beaufort County.
<b>Protection</b> (Describe how this forest is specifically protected from commercial logging. Please include the name of the written document that states what protections are in place for this forest (e.g. XYZ Management Plan), as well as the actual language quoted from the	Beaufort County acquired the property through the County's Rural and Critical Lands Preservation Program in 2004 and 2012 for the perpetual protection of the headwaters of the Okatie River and for public passive outdoor recreation. In 2020, Beaufort County staff hired a South Carolina certified forester to inventory the property and develop a Forest Management Plan. The Forest Management Plan recommendations are to "maintain the property in its current condition", which "provides wildlife values of cover, food and water sources". Additionally, the Beaufort County Passive Parks Manager created a Passive Parks Public Use Work Plan in 2018 that lists the Okatie Regional Preserve as a future passive park

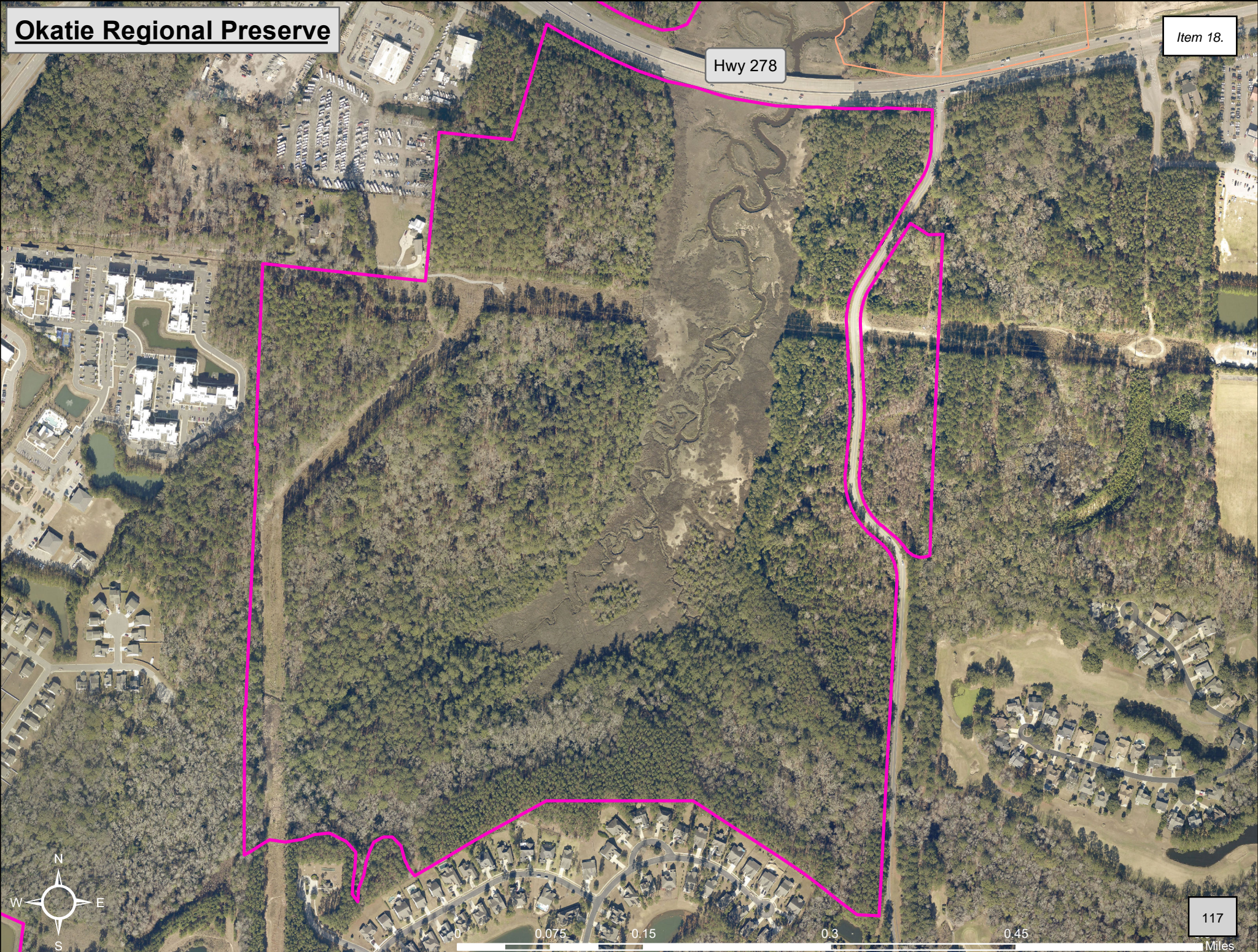
document. Alternatively, you can simply send us the document itself.)	to be opened to the public for nature-based passive recreation, which will include hiking, bicycling and water access opportunities.
<b>Acres of Protected Forest</b> (Approx. total acres of forest land where documented plans or restrictions specifically prevent commercial logging from occurring. Please include a map of the protected forest with boundaries drawn, if available.)	The entire 180 acres of Okatie Regional Preserve are protected through Beaufort County's purchase of fee-simple title to the property in 2004 and 2012 for a total of \$11,900,000. The 2020 Forest Management Plan states a management recommendation to "maintain in its current condition". Please see the attached map of the property in its entirety.
<b>Preservation History</b> (If known, give a brief history of how this forest became protected. Do you know the name of the person who first sought to preserve the area? Any notable naturalists that studied the forest? Historical or other info that helped secure protection of the forest?)	This property was identified by the Beaufort County Rural and Critical Lands Preservation Program as a critical property for the preservation of the headwaters of the Oakie River in order to protect water quality in the river. This is a fast-growing area for residential development in Beaufort County and the protection of this property provides much needed natural habitat and river buffer protection from any future development and the surrounding subdivisions.
<b>Coordinates</b> (Approximate center of the forest. Coordinates should be in this form: 42.4941667 - 72.9364167).	32.286 -80.931
<b>Contact</b> (Name, mailing address, email, and phone number for the person who will be OGFN's contact.)	Stefanie M. Nagid 124 Lady's Island Dr., Beaufort SC 29907 <a href="mailto:snagid@bcgov.net">snagid@bcgov.net</a> (843) 255-2152



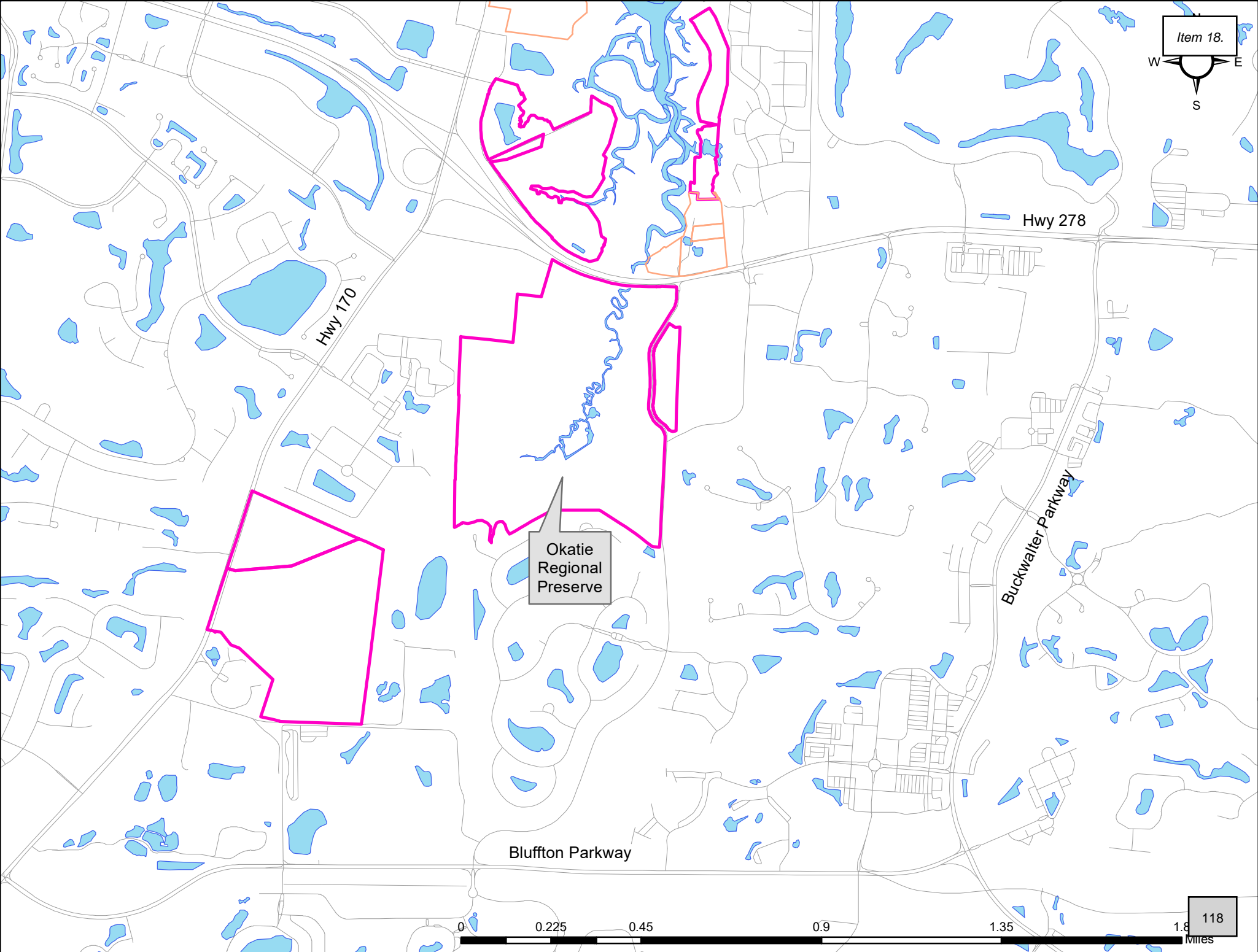
# Okatie Regional Preserve

Item 18.

Hwy 278







Okatie  
Regional  
Preserve





# OLD-GROWTH FOREST NETWORK

## MEMORANDUM OF AGREEMENT

### To include a forest in the Old-Growth Forest Network Private Forest Registry

*Recognizing* that less than 1% of the eastern US forests, and less than 5% of the western US forests, have remained undisturbed long enough to develop old-growth characteristics.

*Recognizing* that many species of plants, animals, and fungi are most successful in older forests.

*Recognizing* that the older forests are best at purifying the air and the water, and creating fertile soil.

*Recognizing* that most humans consider older forests to be the most beautiful forests, and will travel to see them.

*Recognizing* that ecotourism is economically beneficial for nearby communities.

*Recognizing* that all people, but especially the younger generations, need contact with natural areas.

#### Therefore

The *Old-Growth Forest Network Private Forest Registry* shall be established. Private landowners protecting maturing native forests on their land will be invited to be a part of this network. They shall remain unlogged for all time, allowing old-growth characteristics to develop naturally. Exceptions to the ‘no logging’ requirement are allowed for situations of safety, trail maintenance, non-native tree species, and non-native insect infestations. Additionally, exceptions can include not for profit low-impact restoration activities that promote restoration of native, old-growth forests, outlined by a forest management plan.

**For Beaufort County in the State of South Carolina, the forest to be recognized as part of the Private Forest Registry shall be Okatie Regional Preserve, which is owned by Beaufort County**

\_\_\_\_\_  
(Signature of landowner or representative)

\_\_\_\_\_  
(Signature of OGFN representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name of landowner or representative)

\_\_\_\_\_  
(Printed name of OGFN representative)

\_\_\_\_\_  
(Title of landowner or representative)

\_\_\_\_\_  
(Title of OGFN representative)

Mailing Address for Landowner: \_\_\_\_\_

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**Infrastructure Solutions Group, Inc.**  
 www.InfraSolutionsGroup.com  
 Phone: (804) 833-8048 Fax: (804) 730-4242



**Quote From:**  
 Infrastructure Solutions Group, Inc.  
 505 East Plaza Drive  
 Mooresville, NC 28115

**Quote To:**  
 Beaufort County Public Works  
 120 Shanklin Rd **Date: 12/05/22**  
 Beaufort, SC 29906  
 Sourcewell Member ID# 70919

**Prepared by: Reed Davis**

**Attn: Katie Herrera**

Product ID	Description	Quantity	Unit Price	Amount
ERX- SYS	<b>RovverX Truck System</b> System includes VC500 Controller RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Crawler and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit and Wincan VX entry license	1		\$95,812.18
Wheels	<b>XXL Wheels</b>	4	\$570.00	\$2,280.00
Carriage	<b>Expansion Carriage for Pipes over 24"</b>	1		\$12,690.36
E-559-0900-03	<b>LED Auxiliary light w/backeye camera</b>	1		\$4,670.05
TT2	<b>2" Tyger Tail</b>	1		\$76.00
TMR	<b>Top Manhole Roller</b>	1		\$432.25
Van	<b>New Ford Transit Van to Include:</b> Complete build out per attached specifications	1		\$111,809.00
			<b>SUBTOTAL</b>	<b>\$227,769.84</b>

**PRICING IS IN ACCORDANCE WITH SOURCEWELL CONTRACT #120721-EVS**  
**ALL FREIGHT, TRAINING AND DELIVERY CHARGES ARE INCLUDED IN PRICE.**  
**APPLICABLE TAX IS NOT REFLECTED IN TOTAL ABOVE**

Item 1.

|

|



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Stormwater Required Procurement of the ROVVERX Truck and VC500 Camera System (\$227,769.84)
<b>MEETING NAME AND DATE:</b>
Finance Committee – January 17, 2023
<b>PRESENTER INFORMATION</b>
Jared Fralix, P.E. – Assistant County Administrator Dave Thomas, – Procurement Services Director (backup) (10 min)
<b>ITEM BACKGROUND:</b>
Stormwater Regulatory department seeks financial approval to replace the 2016 Horton Box Trailer and Robot -Mounted, Closed-Circuit Television due to critical equipment failure.
<b>PROJECT / ITEM NARRATIVE:</b>
The Stormwater department has in its fleet of equipment a remote-controlled pipe inspection camera, mounted in a box trailer. In late October the equipment stopped working. Repairs are unable to be made to the system as the manufacture has discontinued the product entirely. The Stormwater department is seeking to replace the existing camera and trailer system with a camera van system. The ROVVERX Truck with VC500 (RTVC500) Camera system is a need of the Stormwater Department to perform inspections of stormwater infrastructure subsurface. The RTVC500 fosters and efficient study of sinkholes, GIS mapping accuracy, and location of issues in man-made water systems. This purchase is necessary to carryout the goals of the Municipal Separate Storm Sewer System permit Beaufort County has.
<b>FISCAL IMPACT:</b>
Fiscal impacts for FY23 are \$227,769.84. Funds have already been allocated in the Stormwater budget.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve the procurement of the ROVVERX Truck with VC500 Camera system as an emergency replacement of critically required equipment.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the procurement of the ROVVERX Truck with VC500 Camera system. <b>(Next Step – Upon approval, send to County Council for First Reading)</b>



**1. SEABROOK POINT PROPERTY OWNERS' ASSOCIATION**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF JOHN HARRIS, SETH HOWARD, TERRY BORGERT, AND WENDY ORFORD TO THE SEABROOK POINT PROPERTY OWNERS ASSOCIATION FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**2. ALCOHOL AND DRUG ABUSE BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF BLAKE WHITE, THOMAS HALE, CAROL HARTMAN, HOLLY PETERSON, AND JAVIER ZIMBRON TO THE ALCOHOL AND DRUG ABUSE BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**3. PLANNING COMMISSION**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF DANIEL RIEDEL, GLENN MILLER, AND GAIL MURRAY TO THE PLANNING COMMISSION FOR A THREE-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2026.

**4. SOLID WASTE AND RECYCLING BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF RANDY BOEHME AND SALLY DENNIS TO THE SOLID WASTE AND RECYCLING BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**5. ZONING BOARD OF APPEALS**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF LYNNE HOOS AND KEVIN MACK TO THE ZONING BOARD OF APPEALS FOR A THREE-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2026.

**6. DESIGN REVIEW BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENT OF BRAD HILL TO THE DESIGN REVIEW BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**7. DISABILITIES AND SPECIAL NEEDS BOARD**

- RECOMMEND APPROVAL TO THE GOVERNORS OFFICE FOR THE REAPPOINTMENTS OF NANCY PINKERTON, LYNN RUSSO, AND JOHN THACKER TO THE DISABILITIES AND SPECIAL NEEDS BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.
- RECOMMEND APPROVAL TO THE GOVERNORS OFFICE FOR THE APPOINTMENT OF KATHLEEN SANTAMARINA TO THE DISABILITIES AND SPECIAL NEEDS BOARD FOR A PARTIAL-TERM WITH THE EXPIRATION DATE OF FEBRUARY 2025.

**8. HISTORIC PRESERVATION REVIEW BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF KATHRYN MIXON, SALLY MURPHY, AND KATHERINE PRINGLE TO THE HISTORIC PRESERVATION REVIEW BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**9. LIBRARY BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENT OF TERRY THOMAS TO THE LIBRARY BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**10. BURTON FIRE DISTRICT COMMISSION**

- RECOMMEND APPROVAL OF THE REAPPOINTMENT OF STANLEY GANSHOW TO THE BURTON FIRE DISTRICT COMMISSION FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**11. DAUFUSKIE ISLAND FIRE DISTRICT BOARD**

- RECOMMEND APPROVAL OF THE REAPPOINTMENT OF CAROLE RIZZO-BAUM TO THE DAUFUSKIE ISLAND FIRE DISTRICT BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.

**12. BEAUFORT COUNTY TRANSPORTATION COMMITTEE**

- RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF BRIAN WINSLOW (DISTRICT 11), LUANA GRAVES (DISTRICT 10), CRAIG FORREST (DISTRICT 6), AND KRAIG GORDON (DISTRICT 8) TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2027.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD</b>
<b>MEETING NAME AND DATE:</b>
County Council January 9, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
<b>ITEM BACKGROUND:</b>
<p>Since approval of PFC on 11-21-22, ROW request has increased from 0.040 Acres (1,738 sq ft) to 0.091 Areas (3,969 sq ft) to accommodate a future multi-use path that the Town of Port Royal requested.</p> <p>Andrews Engineering has been working with the County on projects associated with proposed developments on Grober Hill Road described below:</p> <p>The Grober Hill Road widening project is located between US 21 (Parris Island Gateway) and Castle Rock Road in Port Royal. The scope of work widens the existing 2-lane Grober Hill Road to 3-lanes plus right turn lanes at planned driveways between US 21 and Castle Rock Road. The widening improvements will accommodate 2-future residential developments (Overland Reserve 340-single family DUs and Zephyr 264 multi-family DUs) on the north side of Grober Hill Road, and 2-residentila developments on the south side of the road (future townhome development 122 DUs and existing apartments 60 DUs).</p> <p>The widening improvements also include adding a right turn lane from Grober Hill Road on to Castle Rock Road at the Beaufort County Disability and Special Needs parcel R112 031 000 0975 0000. The addition of the right turn lane requires a strip of land along Grober Hill Road (approximately 0.091 Acres or 3,969 sq. ft.) from the Beaufort County parcel.</p> <p>The right turn lane is currently warranted under PM Peak-Hour conditions and proposed future development will be warranted under both Peak AM and PM conditions per a Traffic Impact and Access Study performed by EPC, LLC finalized March 2, 2022</p>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County Engineering staff have evaluated documents associated with proposed future development projects on Grober Hill Road and recommend donating the requested property to help improve current and future traffic calming measures on Grober Hill Road.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of land donation to SCDOT.
<b>OPTIONS FOR COUNCIL MOTION:</b>

*Motion to either approve/deny donation of approximately 0.091 Acres or 3,969 sq. ft. of parcel R112 031 000 0975 0000 to SCDOT for a dedicated right turn lane on Grober Hill Road.*

*Next Step – two readings and a public hearing from County Council*

**ORDINANCE 2023/\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD**

**WHEREAS**, Beaufort County (“County”) purchased 10 acres of land on 5-15-2008 for \$850,000 located at 108 Clear Water Way with the tax map number of R112 031 000 0975 0000 (“Property”) and recorded as Deed Book 2723 at page 1675 on 5-19-2008 with the County Register of Deeds; and

**WHEREAS**, the County Department of Disabilities and Special Needs currently utilizes approximately 3.9 acres (170,132 sq. ft.) of the aforementioned property as shown on attached Exhibit A; and

**WHEREAS**, a local Engineering Firm has requested the County consider donating 0.091 acres (3,969 sq. ft.) of the (“Property”) to SCDOT for the construction of a dedicated right turn lane on Grober Hill Road as shown on attached Exhibit B. The right turn lane is currently warranted under PM Peak-Hour conditions and proposed future development will be warranted under both Peak AM and PM conditions per a Traffic Impact and Access Study performed by EPC, LLC finalized March 2, 2022; and

**WHEREAS**, Beaufort County Engineering staff have evaluated documents associated with proposed future development projects on Grober Hill Road and recommend donating the requested property to help improve current and future traffic calming measures on Grober Hill Road; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to convey to SCDOT approximately 0.091 acres (3,969 sq. ft.) of parcel R112 031 000 0975 0000 for the purpose of establishing a dedicated right turn lane on Grober Hill Road; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council authorize the County Administrator to execute any and all documents necessary for the conveyance of approximately 0.091 acres (3,969 sq. ft.) of parcel R112 031 000 0975 0000 to SCDOT for a dedicated right turn lane on Grober Hill Road as shown on Exhibit B.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

Third and Final Reading:  
Public Hearing:  
Second Reading:  
First Reading:











# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

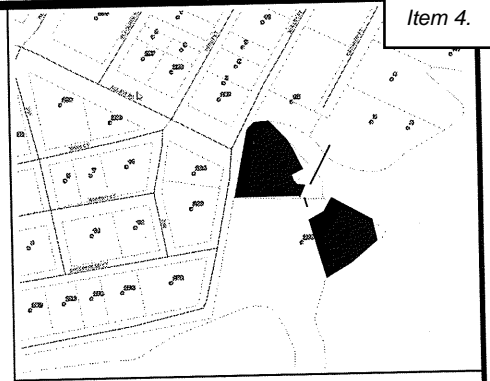
<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY</b>
<b>MEETING NAME AND DATE:</b>
County Council; January 9, 2023
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney for Administration and Departments Jared Fralix, ACA for Engineering  10 Minutes
<b>ITEM BACKGROUND:</b>
Finance Committee; November 21, 2022  Approved
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County ("County") maintains docks and landings within its jurisdiction for the purpose of providing public access for fishing and boating; loading and unloading passengers, supplies, boats, and boating gear. The County owns the Alljoy Boat Landing and desires to expand the current Landing to create additional parking and support other public initiatives by purchasing the real property adjacent to the Landing identified as 2 Mullet Street.  <i>Following the Finance Committee Meeting approval, staff has continued to negotiate with the seller and proposes a reduced purchase price in the amount of \$1,930,000 (down from \$1,950,000); and enter into a six (6) month for a nominal amount after the closing for only the property which the home is located on. The attached ordinance incorporates these changes.</i>
<b>FISCAL IMPACT:</b>
Finance Committee approved purchase price amount of \$1,950,000  (Amended request after further negotiations) Purchase Price in the amount of \$1,930,000 and a six (6) month lease with the seller for a nominal amount.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to purchase the real property located at 2 Mullet Street and enter into a six (6) month lease with the seller.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to reduce the purchase amount from \$1,950,000 to \$1,930,000 and to enter into a lease agreement.  Motion to approve/deny an ordinance authorizing the County Administrator to execute the necessary documents, provide funding for the purchase of real property identified as 2 Mullet Street, and enter into a six month lease agreement for a portion of the real property.

THIS AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF  
 DHBC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY.  
 CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO  
 CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT  
 AUTHORITY OF THE DHBC-OCRM, THE OFFICE OF OCRM IN NO  
 WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME  
 IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER  
 SHOWN HEREIN OR NOT.

*Paul W. Jones*  
 SIGNATURE

11/14/2012  
 DATE

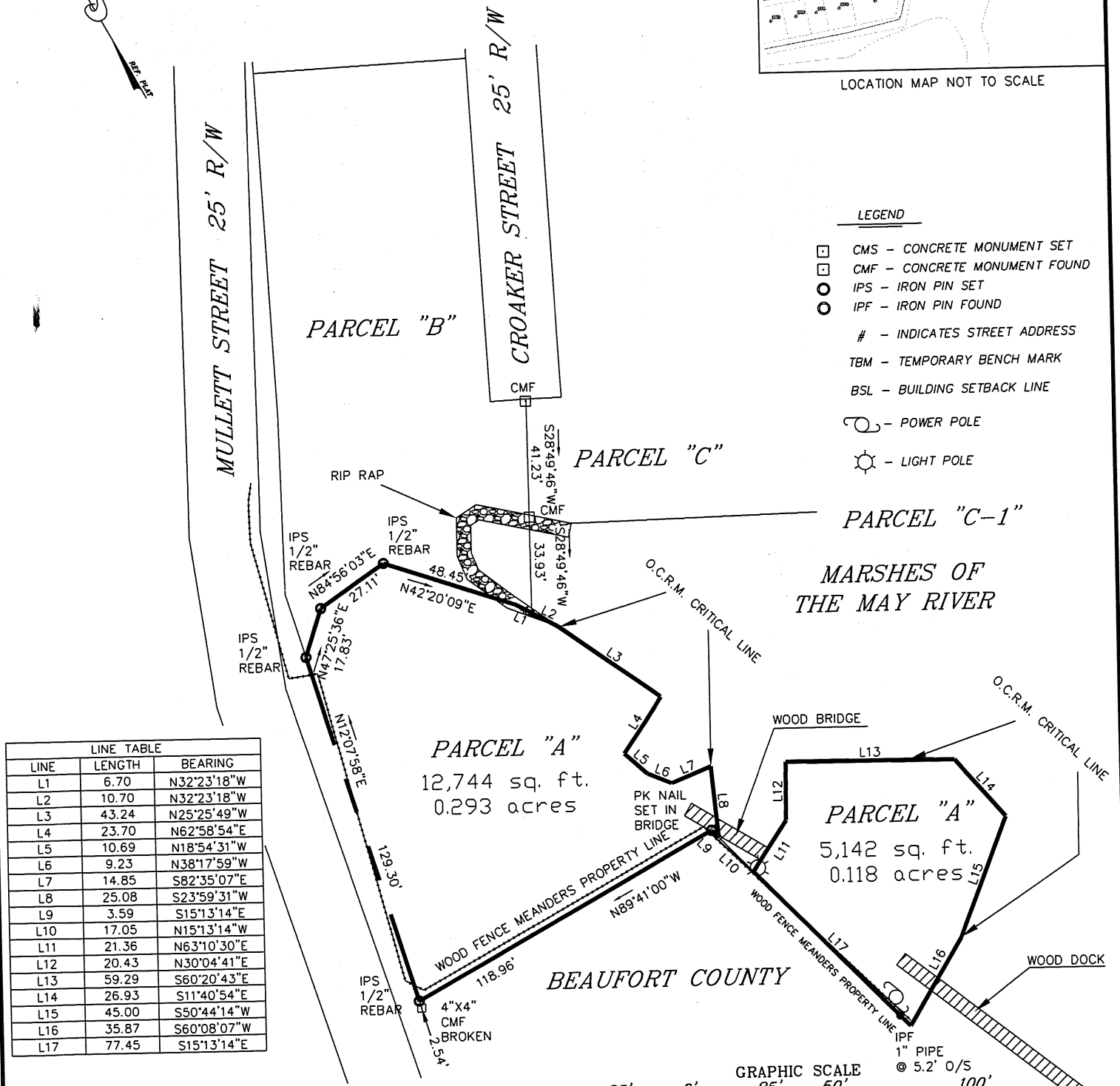
The critical line shown on this plat is valid for three years from the  
 date of this signature, subject to the cautionary language above.



LOCATION MAP NOT TO SCALE

LEGEND

- CMS - CONCRETE MONUMENT SET
- CMF - CONCRETE MONUMENT FOUND
- IPS - IRON PIN SET
- IPF - IRON PIN FOUND
- # - INDICATES STREET ADDRESS
- TBM - TEMPORARY BENCH MARK
- BSL - BUILDING SETBACK LINE
- ⊙ - POWER POLE
- ⊙ - LIGHT POLE



LINE	LENGTH	BEARING
L1	6.70	N32°23'18"W
L2	10.70	N32°23'18"W
L3	43.24	N25°25'49"W
L4	23.70	N62°58'54"E
L5	10.69	N18°54'31"W
L6	9.23	N38°17'59"W
L7	14.85	S82°35'07"E
L8	25.08	S23°59'31"W
L9	3.59	S15°13'14"E
L10	17.05	N15°13'14"W
L11	21.36	N63°10'30"E
L12	20.43	N30°04'41"E
L13	59.29	S60°20'43"E
L14	26.93	S11°40'54"E
L15	45.00	S50°44'14"W
L16	35.87	S60°08'07"W
L17	77.45	S15°13'14"E

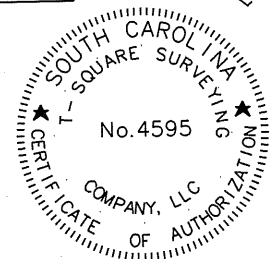
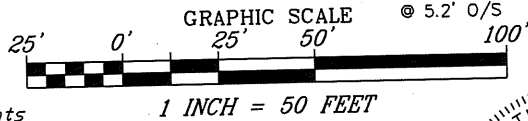
NOTES: 1. According To FEMA Flood Insurance Rate Map # 450025 0115D  
 This Lot Appears To Lie In A Federal Flood Plain Zone AB, Minimum  
 Required Elevation 14.0 Ft. NGVD29

2. This Property May Be Subject To Easements, Protective Covenants  
 And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper  
 Authorities Prior To Design And Construction.

DIST. 600 MAP 39C PARCEL 394

REFERENCE PLAT(s):

A PLAT BY FORREST BAUGHMAN PREPARED FOR LEE S. BOWERS  
 DATED 6/31/81, #A-81-7-18



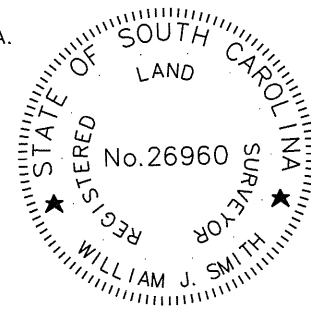
THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF  
**DANA BAUGHMAN ROWE & FORREST FULTON BAUGHMAN, JR.**

A BOUNDARY SURVEY OF PARCEL "A",  
 MULLETT STREET, BRIGHTON BEACH SUBDIVISION,  
 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,  
 INFORMATION & BELIEF, THE SURVEY SHOWN HEREON  
 WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF  
 THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE  
 OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS  
 OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY  
 AS SPECIFIED THEREIN.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR  
 PROJECTIONS AFFECTING THE PROPERTY OTHER THAN  
 THOSE INDICATED.

*William J. Smith*  
 WILLIAM J. SMITH, PLS # 26960



JOB # 12-180B

DATE: NOVEMBER 6, 2012

**SQUARE SURVEYING**  
 PROFESSIONAL LAND SURVEYORS  
 P.O. Drawer 330  
 139 Burnt Church Road  
 Bluffton, S.C. 29910  
 Phone 843-757-2650 Fax 843-757-5758

DRAWN BY: B.M.S.  
 APPROVED BY: W.J.S.  
 PARTY CHIEF: W.J.S.



**ORDINANCE 2023/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY**

**WHEREAS**, Beaufort County (“County”) maintains docks and landings within its jurisdiction for the purpose of providing public access for fishing and boating; loading and unloading passengers, supplies, boats, and boating gear; and

**WHEREAS**, the County is the fee simple owner of the real property located at 265 Alljoy Road, Bluffton, SC which is the location of a public boat landing known as the “Alljoy Boat Landing” hereinafter referred to as the “Landing”; and

**WHEREAS**, located adjacent to the Landing is real property consisting of approximately .75 acres with TMS No. R600 039 00C 0394 0000 and TMS No. R600 039 00C 0189 0000, collectively identified as 2 Mullet Street and hereinafter referred to as the “Property”; and

**WHEREAS**, the County desires to expand the current Landing in order to create additional parking and support other public initiatives by purchasing the Property; and

**WHEREAS**, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property at fair market value in the amount of \$1,930,000 plus closing costs with funds from the General Fund-Fund Balance, and to provide the seller with a six (6) month lease for a nominal amount for the home located on the real property with TMS No. R600 039 00C 0394 0000; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property and provide the seller with a six (6) month lease as described above.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$1,930,000 plus closing costs from the General Fund-Fund Balance for the purchase of real property with an address of 2 Mullet Street and enter into a six (6) month lease with the seller for a portion of the real property.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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