



Natural Resources Committee Beaufort County, SC

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

**Monday, April 04, 2022
3:00 PM**

AGENDA

COMMITTEE MEMBERS:

**ALICE HOWARD, CHAIRMAN
LOGAN CUNNINGHAM
YORK GLOVER**

**GERALD DAWSON, VICE-CHAIR
LAWRENCE MCELYNN**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
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 - MARCH 7, 2022
6. **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)**
7. REGIONAL STORMWATER UPDATE

AGENDA ITEMS

- [8.](#) RECOMMEND APPROVAL OF A STORMWATER UTILITY MEMORANDUM OF AGREEMENT WITH THE CITY OF BEAUFORT FOR MS4 PUBLIC EDUCATION SERVICES (\$4,491.00)
- [9.](#) RECOMMEND APPROVAL OF A STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH THE TOWN OF PORT ROYAL (\$2,898.00)
- [10.](#) RECOMMEND APPROVAL OF A STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH THE TOWN OF BLUFFTON (\$10,962.00)
- [11.](#) RECOMMEND APPROVAL OF A STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH THE TOWN OF HILTON HEAD (\$26,829.00)
- [12.](#) RECOMMENDATION FOR CONTRACT AWARD FOR WHITEHALL PARK PHASE I CONSTRUCTION IFB#030122

13. RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF KENNETH FRAIZER AND FORD BARTHOLOW TO THE RURAL AND CRITICAL LANDS PRESERVATION BOARD WITH AN EXPIRATION DATE OF 2026.
14. RECOMMEND APPROVAL OF THE APPOINTMENT OF DENNIS NIELSEN, EdD. TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A PARTIAL TERM APPOINTMENT WITH AN EXPIRATION DATE OF 2024
15. ADJOURNMENT

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>



Natural Resources Committee Beaufort County, SC

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

Monday, March 07, 2022
3:00 PM

MINUTES

1. **CALL TO ORDER**

Committee Chair Howard called the meeting to order at 3:20 p.m.

PRESENT

Committee Chair Alice Howard
Committee Vice-Chair Gerald Dawson
Council Member Joseph F. Passiment
Council Member D. Paul Sommerville
Council Member Stu Rodman
Council Member York Glover
Council Member Mark Lawson
Council Member Lawrence McElynn
Council Member Logan Cunningham

ABSENT

Council Member Brian Flewelling
Council Member Chris Hervochon

2. **PLEDGE OF ALLEGIANCE**

Committee Chair Howard led the Pledge of Allegiance.

3. **FOIA**

Committee Chair Howard stated public notice of this meeting had 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 Sommerville, seconded by Council Member Glover to approve the agenda.

The Vote - The motion was approved without objection.

5. **APPROVAL OF MINUTES - FEBRUARY 7, 2022**

Motion: It was moved by Council Member Rodman, seconded by Council Member Sommerville to approve the February 7, 2022, minutes.

The Vote - The motion was approved without objection.

6. **CITIZEN COMMENTS**

Harold Williams, a homeowner at Mailind Bluff, commented on the disagreement of commercial property planned development on Malind Bluff drive.

Graham Trask, a homeowner in Beaufort, commented on the disagreement of the drive-thru ordinance. (Remaining comments will be submitted to Public Comments as an add on)

** See Add-On for additional comments **

AGENDA ITEMS

7. **RURAL AND CRITICAL LANDS PRESERVATION PROGRAM 2021 ANNUAL REPORT**

Discussion: Kate Schaefer presented the 2021 Annual Report, highlighting three land protection projects from 2021, passive park openings, and other program operations.

Status: For informational purposes only.

To see the presentation, click on the link below.

<https://beaufortcountysc.new.swagit.com/videos/156227>

8. **RECOMMEND APPROVAL OF FIRST READING OF AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING**

Discussion: Stephanie Nagid stated that during the Fords Shell Ring passive park planning process, it became known that a 1991 easement agreement between the prior landowner and the adjacent landowner was encumbering the property. The terms of that easement were not conducive to the property now that it will be open to the public. The County, Town of Hilton Head Island (as co-owner of the property), and the adjacent landowner wish to terminate the 1991 easement agreement and enter into a new easement agreement.

Motion: It was moved by Council Member Rodman, seconded by Council Member Glover, to recommend first reading approval of an ordinance authorizing termination of the 1991 easement agreement and executing an easement encumbering a portion of property owned by Beaufort County and known as Fords Shell Ring and to move forward to County Council for approval.

The Vote - The motion was approved without objection.

9. **RECOMMEND APPROVAL OF FIRST READING OF AN ORDINANCE REPEALING AN ORDINANCE CREATING THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD**

Discussion: Eric Greenway, County Administrator, stated in 2013, County Council created the Southern Beaufort County Corridor Beautification Board. For reasons set forth in the ordinance, administration believes it is time to repeal the ordinance, dissolve the board, bring the work of the board in-house, thank the board members for their years of service, and ask them to volunteer on other boards and commissions.

Motion: It was moved by Council Member Sommerville, seconded by Committee Vice-Chair Dawson, to approve the recommendation to dissolve the Southern Beaufort County Corridor Beautification Board and to move forward to County Council for approval.

The Vote - The motion was approved without objection.

10. **RECOMMEND APPROVAL OF FIRST READING OF AN ORDINANCE FOR APPROVAL OF AN AMENDMENT TO THE OSPREY POINT (MAILIND BLUFF) PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN TO CONVERT THE COMMERCIAL AREA TO MULTIFAMILY**

Discussion: Robert Merchant stated that a zoning applicant is requesting that a portion of the Osprey Point PUD Master Plan be amended. The current PUD, as amended in 2019, consists of 345 single-family residential units and 207,700 square feet of commercial development.

Walt Nester, attorney representing the client, commented on the client's agreement with the zoning change for a portion of Osprey Point.

Council Member Cunningham expressed disagreement with the approval of a rezoning amendment.

Council Member Sommerville stated he is not convinced of the need for rezoning.

Council Member Rodman agrees with the rezoning change.

Committee Chair Howard stated if this moves forward to Council, there will be a subcommittee created.

Motion: It was moved by Council Member Rodman, seconded by Committee Vice-Chair Dawson to approve the recommendation of First Reading of an ordinance for an amendment to the Osprey Point (Mailind Bluff) Planned Unit Development (PUD) Master Plan to convert the commercial area to multifamily and move forward to County Council for approval.

The Vote - Voting Yea: Committee Chair Howard, Committee Vice-Chair Dawson, Council Member Passiment, Council Member Rodman, Council Member Lawson

Voting Nay: Council Member Sommerville, Council Member Glover, Council Member McElynn, Council Member Cunningham. The motion passed with five yeas and four nays.

11. **DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED SALE OR PURCHASE OF DEVELOPMENT RIGHTS ON REAL PROPERTY KNOWN AS BEACH CITY ROAD**

Discussion: Eric Greenway, County Administrator stated Beach City Road project was proposed by the Town of Hilton Head for partnership with the Rural and Critical Lands Preservation (RCLP) Program in the Historic Mitchelville area.

Motion: It was moved by Council Member Glover, seconded by Council Member Cunningham, to approve with due diligence for Beach City Road Fee.

The Vote - The motion was approved without objection.

12. **RECOMMEND APPROVAL OF A RESOLUTION FOR A STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH CITY OF BEAUFORT**

13. **RECOMMEND APPROVAL OF A RESOLUTION FOR A STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH TOWN OF PORT ROYAL**

Discussion: Neil Desai stated that Beaufort County Stormwater was contacted by the City of Beaufort and Town of Port Royal advising that they were no longer interested in Beaufort County pursuing delinquent stormwater fees from the military installations. The Public Works staff have been working internally with Legal and the County Administrator to discuss impacts and solutions between the City, the County, and the military installations. County staff has amended the IGA language to remove the County's responsibility to collect delinquent fees for the military installations within the City of Beaufort and the Town of Port Royal jurisdiction. For the City of Beaufort, language has been included in the agreement to hold the County responsible for providing an annual CWI fee report prior to September 1 of each year. For the Town of Port Royal, language has also been included in the agreement to hold the County

responsible for providing an annual CWI fee report prior to September 1 of each year and changing the due date for the Town to provide its annual stormwater financial report to the County.

Motion: It was moved by Council Member Cunningham, seconded by Council Member Rodman, to approve the recommendation for a Stormwater Utility Intergovernmental Agreement (IGA) Amendment with the City of Beaufort and approve recommendation of the resolution for a Stormwater Utility Intergovernmental Agreement (IGA) Amendment with Town of Port Royal and move forward to County Council for approval.

The Vote - The motion was approved without objection.

14. **RECOMMEND APPROVAL OF THE REAPPOINTMENT OF JOHN A CHEMSAK TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A SECOND TERM WITH AN EXPIRATION DATE OF 2025**

Motion: It was moved by Council Member Sommerville, seconded by Council Member Cunningham, to approve the recommendation to reappoint John A Chemsak to the Beaufort County Zoning Board of Appeals for a second term with an expiration date of 2025 and to move forward to County Council for approval.

The Vote - The motion was approved without objection.

15. **RECOMMEND APPROVAL OF THE APPOINTMENT OF EVAN BROMLEY OR CHESTER WILLIAMS TO FILL THE SOUTHERN BEAUFORT COUNTY ATTORNEY OPENING ON THE ZONING BOARD OF APPEALS. THIS SEAT WILL HAVE AN EXPIRATION DATE OF 2026**

Motion: It was moved by Council Member Sommerville, seconded by Council Member Cunningham, to recommend approval of the appointment of Evan Bromley to the Beaufort County Zoning Board of Appeals and to move forward to County Council for approval.

The Vote - The motion was approved without objection.

16. **RECOMMEND APPROVAL OF THE REAPPOINTMENTS OF JANET PORTER FOR A SECOND TERM EXPIRING IN 2026; JOSEPH BOGACZ FOR A THIRD TERM EXPIRING IN 2026; BERNARD COLE FOR A FOURTH TERM EXPIRING IN 2026; LYNNE MILLER FOR A FOURTH TERM EXPIRING IN 2026; BRENDA POWELL FOR A THIRD TERM EXPIRING IN 2026; ROSALIE RICHMAN FOR A THIRD TERM EXPIRING IN 2026; AND ANNA MARIA TABERNIK FOR A FOURTH TERM EXPIRING IN 2026 TO THE BEAUFORT COUNTY LIBRARY BOARD**

Motion: It was moved by Committee Vice-Chair Dawson, seconded by Council Member Sommerville, to recommend approval of the reappointments of Janet Porter for a second term expiring in 2026; Joseph Bogacz for a third term expiring in 2026; Bernard Cole for a fourth term expiring in 2026; Lynne Miller for a fourth term expiring in 2026; Brenda Powell for a third term expiring in 2026; Rosalie Richman for a third term expiring in 2026; and Anna Maria Tabernik for a fourth term expiring in 2026 to the Beaufort County Library Board and to move forward to County Council for approval.

The Vote - The motion was approved without objection.

EXECUTIVE SESSION

17. **PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED PURCHASE OR SALE OF PROPERTY (NEW RIVERSIDE LIBRARY and PORT ROYAL BOAT LANDING)**

Motion: It was moved by Council Member Cunningham, seconded by Council Member Glover to go into Executive Session at 4:47 p.m.

The Vote - The motion was approved without objection.

18. **MATTERS ARISING OUT OF EXECUTIVE SESSION**

No matters arising out of executive session

19. **ADJOURNMENT**

The meeting adjourned at 5:22 PM.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of Stormwater Utility Memorandum of Agreement with City of Beaufort for MS4 Public Education Services (\$4,491.00)
MEETING NAME AND DATE:
Natural Resources Committee – April 4 th , 2022
PRESENTER INFORMATION:
Neil Desai, P.E - Public Works Director Katie Herrera – Stormwater Manager (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
February 9 th , 2022 – Stormwater Utility Budget recommended for approval by Stormwater Utility Board March 1 st , 2022 – Carolina Clear contract approved by Legal and Finance.
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater executes a contract with Carolina Clear on behalf of the City of Beaufort for Stormwater Public Education services. The contract with Carolina Clear costs \$90,000.00 each year, renewable for up to five (5) years. The new contract for education services with Carolina Clear was approved on 3/1/2022. The County needs to enter into a new Memorandum of Agreement (MOA) with the City of Beaufort for cost-sharing efforts related to the Carolina Clear contract. This year, the total percentage to support the contract is 4.99%, which equates to \$4,491.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
FISCAL IMPACT:
The fiscal impact for FY23 is \$4,491.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the MOA with the City of Beaufort for cost-sharing efforts for the MS4 public education services contract.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the MOA with the City of Beaufort. (Next Step – Send to County Council for reading)

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE CITY OF BEAUFORT;

The County Council of Beaufort County (the "**Council**"), the governing body of the Beaufort County, South Carolina (the "**County**"), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain "MEMORANDUM OF AGREEMENT" dated November 16th, 2016 (the "**Original MOA**") with the City of Beaufort, South Carolina (the "**City**");

WHEREAS, the City and County have negotiated an "new memorandum of agreement" (the "**Agreement**"), the provisions of which amend and restate the Original MOA in its entirety, in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESPOVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**MEMORANDUM OF AGREEMENT
CITY OF BEAUFORT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the City of Beaufort, South Carolina, (hereinafter referred to as the “City”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the City and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

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

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

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University’s Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities beginning in fiscal year 2023 through fiscal year 2027; and

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

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (years) thereby extending the possible termination date until June 30, 2027.

NOW, THEREFORE, the City agrees to compensate the County in an amount based on the percentage of Stormwater utility fee accounts within City limits each year the Carolina Clear contract is in effect to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the City and will not be billed separately.

IN WITNESS WHEREOF, the City of Beaufort, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this _____ day of _____ 2022.

WITNESSES:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

CITY OF BEAUFORT

By: _____

Its: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH TOWN OF PORT ROYAL (\$2,898.00)
MEETING NAME AND DATE:
Natural Resources Committee – April 4 th , 2022
PRESENTER INFORMATION:
Neil Desai, P.E - Public Works Director Katie Herrera – Stormwater Manager (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
February 9 th , 2022 – Stormwater Utility Budget recommended for approval by Stormwater Utility Board March 1 st , 2022 – Carolina Clear contract approved by Legal and Finance.
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater executes a contract with Carolina Clear on behalf of the Town of Port Royal for Stormwater Public Education services. The contract with Carolina Clear costs \$90,000.00 each year, renewable for up to five (5) years. The new contract for education services with Carolina Clear was approved on 3/1/2022. The County needs to enter into a new Memorandum of Agreement (MOA) with the Town of Port Royal for cost sharing efforts related to the Carolina Clear contract. This year, the total percentage to support the contract is 3.22%, which equates to \$2,898.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
FISCAL IMPACT:
Fiscal impact for FY23 is \$2,898.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the MOA with the Town of Port Royal for cost sharing efforts for the Stormwater Public Education contract with Carolina Clear.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the MOA with the Town of Port Royal. Motion to deny the MOA with the Town of Port Royal. (Next Step – Send to County Council for reading)

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF PORT ROYAL;

The County Council of Beaufort County (the "**Council**"), the governing body of the Beaufort County, South Carolina (the "**County**"), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain "MEMORANDUM OF AGREEMENT" dated November 16th, 2016 (the "**Original MOA**") with the Town of Port Royal, South Carolina (the "**Town**");

WHEREAS, the Town and County have negotiated an "new memorandum of agreement" (the "**Agreement**"), the provisions of which amend and restate the Original MOA in its entirety, in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESPOVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**MEMORANDUM OF AGREEMENT
TOWN OF PORT ROYAL**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the Town of Port Royal, South Carolina, (hereinafter referred to as the “City”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina, dated August 14, 2012, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to Stormwater pollution prevention activities, including public education and outreach; and

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

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University’s Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities beginning in fiscal year 2023 through fiscal year 2027; and

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

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (years) thereby extending the possible termination date until June 30, 2027.

NOW, THEREFORE, the Town agrees to compensate the County in an amount based on the percentage of Stormwater utility fee accounts within Town limits each year the Carolina Clear contract is in effect to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

IN WITNESS WHEREOF, the Town of Port Royal, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this _____ day of _____ 2022.

WITNESSES:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

TOWN OF PORT ROYAL

By: _____

Its: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH TOWN OF BLUFFTON (\$10,962.00)
MEETING NAME AND DATE:
Natural Resources Committee – April 4 th , 2022
PRESENTER INFORMATION:
Neil Desai, P.E - Public Works Director Katie Herrera – Stormwater Manager (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
February 9 th , 2022 – Stormwater Utility Budget recommended for approval by Stormwater Utility Board March 1 st , 2022 – Carolina Clear contract approved by Legal and Finance.
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater executes a contract with Carolina Clear on behalf of the Town of Bluffton for Stormwater Public Education services. The contract with Carolina Clear costs \$90,000.00 each year, renewable for up to five (5) years. The new contract for education services with Carolina Clear was approved on 3/1/2022. The County needs to enter into a new Memorandum of Agreement (MOA) with the Town of Bluffton for cost sharing efforts related to the Carolina Clear contract. This year, the total percentage to support the contract is 12.18%, which equates to \$10,962.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
FISCAL IMPACT:
Fiscal impact for FY23 is \$10,962.00. Cost shared funds are recuperated through the Stormwater Management Utility fees.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the MOA with the Town of Bluffton for cost sharing efforts for the Stormwater Public Education contract with Carolina Clear.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the MOA with the Town of Bluffton. Motion to deny the MOA with the Town of Bluffton.
(Next Step – Send to County Council for reading)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**MEMORANDUM OF AGREEMENT
TOWN OF BLUFFTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the Town of Bluffton, South Carolina, (hereinafter referred to as the “City”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

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

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

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University’s Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities beginning in fiscal year 2023 through fiscal year 2027; and

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

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (years) thereby extending the possible termination date until June 30, 2027.

NOW, THEREFORE, the Town agrees to compensate the County in an amount based on the percentage of Stormwater utility fee accounts within Town limits each year the Carolina Clear contract is in effect to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

IN WITNESS WHEREOF, the Town of Bluffton, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this _____ day of _____ 2022.

WITNESSES:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

TOWN OF BLUFFTON

By: _____

Its: _____

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF BLUFFTON;

The County Council of Beaufort County (the "**Council**"), the governing body of the Beaufort County, South Carolina (the "**County**"), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain "MEMORANDUM OF AGREEMENT" dated November 16th, 2016 (the "**Original MOA**") with the Town of Bluffton, South Carolina (the "**Town**");

WHEREAS, the Town and County have negotiated an "new memorandum of agreement" (the "**Agreement**"), the provisions of which amend and restate the Original MOA in its entirety, in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESPOVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
STORMWATER UTILITY MEMORANDUM OF AGREEMENT (MOA) WITH TOWN OF HILTON HEAD (\$26,829.00)
MEETING NAME AND DATE:
Natural Resources Committee – April 4 th , 2022
PRESENTER INFORMATION:
Neil Desai, P.E - Public Works Director Katie Herrera – Stormwater Manager (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
February 9 th , 2022 – Stormwater Utility Budget recommended for approval by Stormwater Utility Board March 1 st , 2022 – Carolina Clear contract approved by Legal and Finance.
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater executes a contract with Carolina Clear on behalf of the Town of Hilton Head for Stormwater Public Education services. The contract with Carolina Clear costs \$90,000.00 each year, renewable for up to five (5) years. The new contract for education services with Carolina Clear was approved on 3/1/2022. The County needs to enter into a new Memorandum of Agreement (MOA) with the Town of Hilton Head for cost sharing efforts related to the Carolina Clear contract. This year, the total percentage to support the contract is 29.81%, which equates to \$26,829.00 Cost shared funds are recuperated through the Stormwater Management Utility fees.
FISCAL IMPACT:
Fiscal impact for FY23 is \$26,829. Cost shared funds are recuperated through the Stormwater Management Utility fees.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the MOA with the Town of Hilton Head for cost sharing efforts for the Stormwater Public Education contract with Carolina Clear.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the MOA with the Town of Hilton Head. Motion to deny the MOA with the Town of Hilton Head.
(Next Step – Send to County Council for reading)

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF HILTON HEAD;

The County Council of Beaufort County (the "**Council**"), the governing body of the Beaufort County, South Carolina (the "**County**"), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain "MEMORANDUM OF AGREEMENT" dated November 16th, 2016 (the "**Original MOA**") with the Town of Hilton Head, South Carolina (the "**Town**");

WHEREAS, the Town and County have negotiated an "new memorandum of agreement" (the "**Agreement**"), the provisions of which amend and restate the Original MOA in its entirety, in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESPOVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**MEMORANDUM OF AGREEMENT
TOWN OF HILTON HEAD**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the Town of Hilton Head, South Carolina, (hereinafter referred to as the “City”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Town and County recognize that it may be mutually beneficial to share in the cost of development and implementation of a Stormwater Public Education and Involvement Program; and

WHEREAS, the Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Hilton Head, South Carolina, dated August 14, 2012, establishes that the Town and County may enter into agreements to share the costs and responsibilities related to Stormwater pollution prevention activities, including public education and outreach; and

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

WHEREAS, the County shall enter into an agreement, attached as Exhibit A, with Clemson University’s Carolina Clear Program (Carolina Clear) to procure services at a cost not to exceed Ninety Thousand dollars (\$90,000.00) annually for water quality public education and outreach activities beginning in fiscal year 2023 through fiscal year 2027; and

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

WHEREAS, this agreement shall be in effect from the date of execution by both parties and may be renewed automatically annually for a period of up to three (3) years, with an option to renew annually for an additional two (years) thereby extending the possible termination date until June 30, 2027.

NOW, THEREFORE, the Town agrees to compensate the County in an amount based on the percentage of Stormwater utility fee accounts within Town limits each year the Carolina Clear contract is in effect to pay for its proportional share of funding the water quality public outreach and education activities of Carolina Clear throughout Beaufort County. Funds will be received by the County via the Stormwater Management Fee per account collected by the County on behalf of the Town and will not be billed separately.

IN WITNESS WHEREOF, the Town of Hilton Head, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this _____ day of _____ 2022.

WITNESSES:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

TOWN OF HILTON HEAD

By: _____

Its: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation for contract award for Whitehall Park Phase I Construction IFB#030122
MEETING NAME AND DATE:
Natural Resources Committee, April 4, 2022
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
Natural Resources Committee previously heard a presentation of the Whitehall Park Conceptual Plan prior to completing civil planning and construction bidding
PROJECT / ITEM NARRATIVE:
The County hired Wood and Partners to assist in the development of the Whitehall Park Conceptual Plan, which was completed in December 2020. During 2021, Wood and Partners and County staff finalized the first phase of construction plans and specifications, which include the entrance, parking lot, multi-use trail, picnic pavilion and restrooms. The project received final permitting approval by the City of Beaufort and the project was bid on March 1, 2022. Two bids were received, and Nix Construction is the apparent low bidder at \$1,537,000. The total project cost, including the preferred alternate of a previous concrete drive aisle (\$135,000) and a 15% contingency (\$250,800), will be \$1,922,800.
FISCAL IMPACT:
\$426,828 Passive Park bond funding currently available in the Whitehall Park capital account (#45020011-54417) \$560,478 A/H Tax Grant Award for Whitehall Park construction was approved by County Council on March 28, 2022 \$935,494 Passive Park bond funding currently available in the Okatie Marsh capital account, which would need to be transferred to the Whitehall Park capital account
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend award approval
OPTIONS FOR COUNCIL MOTION:
Motion to recommend bid award approval to Nix Construction, reallocate Okatie Marsh funding and move to County Council on April 11, 2022 for full Council approval. Motion to direct staff to negotiate reduced project elements with Nix Construction to accommodate current Whitehall Park allocated funding.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 12.



Project Name:	Whitehall Park Phase 1 Construction
Project Number:	IFB 033122
Project Budget:	
Bid Opening Date:	31-Mar-22
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Beaufort Construction	X	X	X	X	X	X	\$ 1,657,194.00
Nix Construction	X	X	X	X	X	X	\$ 1,537,000.00
<p><i>Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.</i></p>							

David Thomas
 Bid Administrator Signature

Victoria Moyer
 Bid Recorder