



County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Meeting Agenda

County Council of Beaufort County

Monday, March 22, 2021 at 6:00 PM

This meeting will be held both in person at County Council Chambers, 100 Ribaut Road, Beaufort, and also virtually through Webex. Please be aware that there is limited seating available for the in-person meeting and attendees must wear a face covering and practice social distancing per Beaufort County Emergency Ordinance 2021-01

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Dawson
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 14, 2020 and January 11, 2021.
6. ADMINISTRATOR'S REPORT

DISCUSSION ITEMS

7. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 161 960 5575

Password: BC123

(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)

COMMITTEE REPORTS

8. LIAISON AND COMMITTEE REPORTS

CONSENT AGENDA

9. CONSENT AGENDA (PAGE 3)

PUBLIC HEARINGS AND ACTION ITEMS

- [10.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE REGARDING A ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER.
- [11.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE APPROVING THE 2021 AWARDS OF LOCAL ACCOMMODATIONS AND HOSPITALITY
- [12.](#) FIRST READING OF AN ORDINANCE TO ESTABLISH THE INITIAL RESIDENTIAL SOLID WASTE FEE AS A UNIFORM SERVICE CHARGE FOR THE SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR BEAUFORT COUNTY TO FUND THE PLANNING, DESIGNING, CONSTRUCTING, AND MAINTAINING SOLID WASTE AND RECYLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO
- [13.](#) FIRST READING OF AN ORDINANCE TO USE \$5 MILLION IN FUND BALANCE TO DEFEASE BONDS.
- [14.](#) A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT TO GRANT EXCLUSIVE AND NONEXCLUSIVE PARKING RIGHTS OVER THE COUNTY PARCEL FOR THE BENEFIT OF THE MYRTLE PARK PARCEL AND THE COUNTY PARCEL, ALL AS MORE PARTICULARLY SET FORTH IN THE DOCUMENT ENTITLED: "ACCESS AND PARKING AGREEMENT."
- [15.](#) SUMMARY AND REVISED RECOMMENDATION FROM PATHWAYS PUBLIC MEETING NUMBER 1

BOARDS AND COMMISSIONS

- [16.](#) AN APPOINTMENT FOR ANDREW DISALVO TO THE BOARD OF ASSESSMENT APPEALS
1st TERM - DISTRICT 5
EXPIRES ON 02/25
- [17.](#) A REAPPOINTMENT FOR JAMES BUCKLEY TO AIRPORTS BOARD
4th TERM (PROXIMITY (3 -MILE RADIUS)TO HHI AIRPORT)
1st - 2015
2nd - 2017
3rd - 2019
Expires on 02/23

CITIZEN COMMENTS

18. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 161 960 5575

Password: BC123

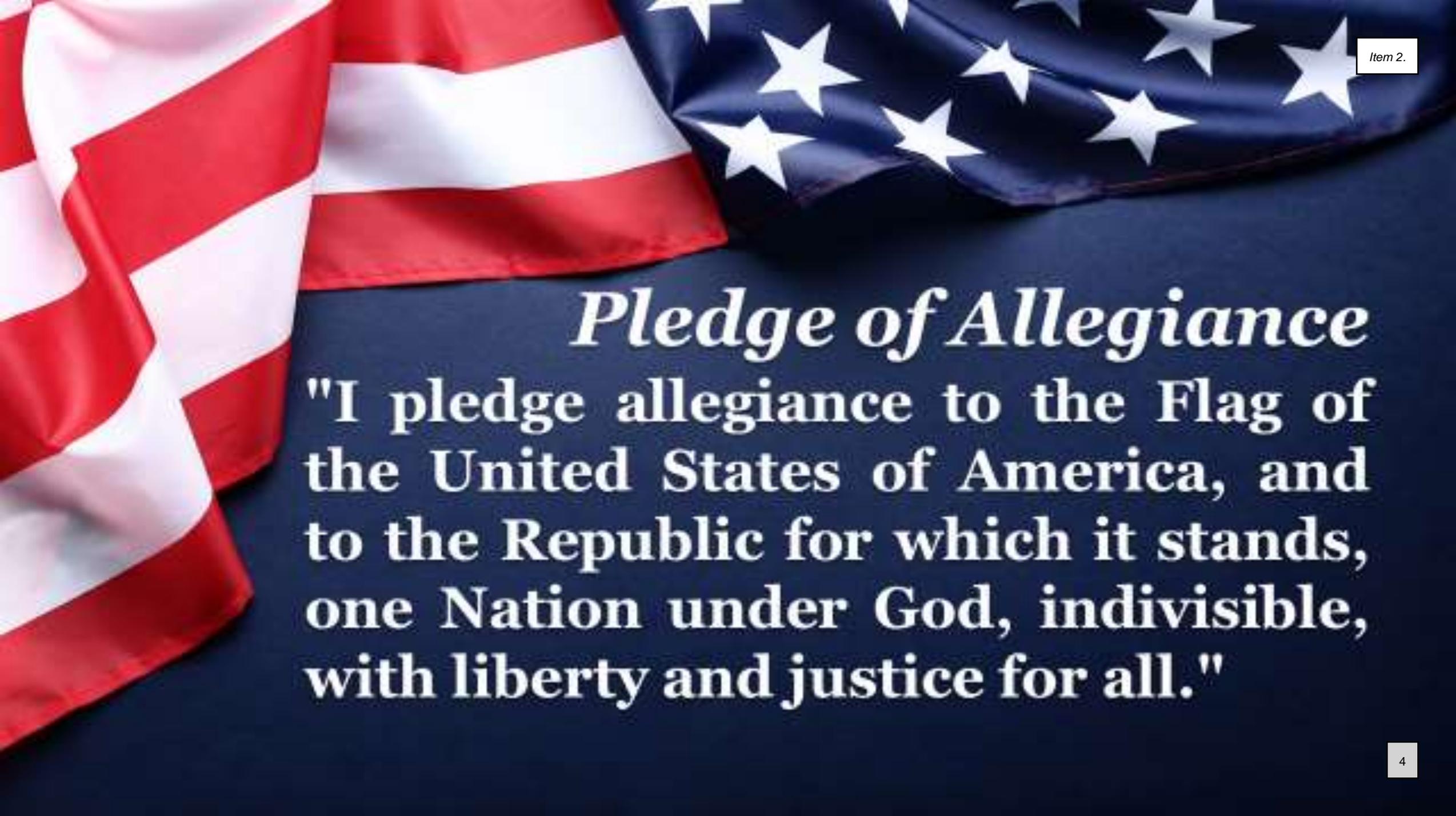
(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or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

CONSENT AGENDA

Items Originating from the Public Facilities Committee

- [1.](#) RECOMMENDATION OF AWARD FOR RFQ #092520E; A&E SERVICES; BUCKWALTER RECREATION ATHLETIC COMPLEX EXPANSION (BRACE) PHASE 1 (\$665,930)
- [2.](#) RECOMMENDATION OF AWARD FOR IFB 012621E DIRT ROAD PAVING CONTRACT #52 (YEAR 2)
- [3.](#) MEMORANDUM OF AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BLUFFTON TOWNSHIP FIRE DISTRICT (BTFD) FOR THE SUN CITY EMS/FIRE STATION 34 RENOVATION PROJECT
- [4.](#) PURCHASE OF ADDITIONAL NUTANIX HCI SERVER SYSTEM NODES – \$132,940.18

END OF CONSENT AGENDA

A close-up, slightly angled view of the American flag, showing the red and white stripes on the left and the blue field with white stars on the right. The flag is draped and appears to be part of a larger display or ceremony.

Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."



**County Council of
Beaufort County
Caucus**

Chairman

JOSEPH F. PASSIMENT, JR.

Vice Chairman

D. PAUL SOMMERVILLE

Council Members

- MICHAEL COVERT
- GERALD DAWSON
- BRIAN E. FLEWELLING
- YORK GLOVER, SR.
- CHRIS HERVOCHON
- ALICE G. HOWARD
- MARK LAWSON
- LAWRENCE P. MCELYNN
- STU RODMAN

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Administration Building

Beaufort County Government
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County Council Caucus Meeting Minutes

Monday, December 14, 2020 at 4:30 PM

*OR AT THE CONCLUSION OF THE EXECUTIVE COMMITTEE *[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05] CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901.]

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:15.

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville
- Council Member Michael Covert
- Council Member Gerald Dawson
- Council Member Brian Flewelling
- Council Member York Glover
- Council Member Stu Rodman
- Council Member Chris Hervocho
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn

PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance.

FOIA

Chairman Passiment stated notification of this meeting had been published, posted and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Dawson, seconded by Council Member Howard to approve the agenda. The motion was approved without objection.

DISCUSSION ITEMS

AGENDA REVIEW

The Chairman stated the verbiage of item 15 will now state "Adoption of Emergency Ordinance."

NEW BUSINESS ITEMS

Chairman Passiment stated no new business items.

EXECUTIVE SESSION

Motion: It was moved by Council Member Hervochon, Seconded by Council Member Glover to go into executive session for the following items - receipt of legal advice where the legal advice relates to a settlement of legal claims in the Whitehall litigation; Discussion of negotiations and receipt of legal advice related to pending litigation - Hilton Head National / Scratch Golf; Discussion of negotiations and receipt of legal advice related to pending litigation involving delinquent tax collection fees; receipt of legal advice regarding delinquent Stormwater fees; and Receipt Of Legal Advice Regarding Town Of Hilton Head Island Sheriff User Fee Litigation.. Motion approved without objection.

Council went into Executive Session at 4:22PM

MATTERS ARISING OUT OF EXECUTIVE SESSION

Matters arising out of session will be sent to County Council meeting and added during approval of the agenda.

CITIZENS COMMENTS

There were no citizen comments.

ADJOURNMENT

The meeting adjourned at 6:39 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



**County Council of
Beaufort County**

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervocho
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

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County Council Meeting Minutes

County Council of Beaufort County

Monday, December 14, 2020 at 6:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05] CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901.

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:45PM

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville
- Council Member Michael Covert
- Council Member York Glover
- Council Member Chris Hervocho
- Council Member Stu Rodman
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn
- Council Member Gerald Dawson
- Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Lawson led the Pledge of Allegiance and Special Guest, Reverend Renty Kitty led the Invocation.

FOIA

Public notice of this meeting has been published, noticed and distributed in compliance with SCFOIA.

APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Hervocho, seconded by Council Member McElynn to amend agenda to have matters arising out of executive session which is a transfer from the Caucus meeting and to change the wording on Item # 15 to "Adoption of an Emergency Ordinance." The motion was approved without objection.

Main Motion: It was moved by Council Member Covert, seconded by Council Member McElynn to approve of agenda as amended. The motion was approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Dawson, seconded by Council Member McElynn to approve the minutes of October 9, 2020 and October 12, 2020. The motion was approved without objection

RECOGNITION OF COUNCIL MEMBER MICHAEL COVERT FOR HIS YEARS OF SERVICE ON BEAUFORT COUNTY COUNCIL

Council Member Covert gave final words and comments.

PROCLAMATION PRESENTED TO FIREFIGHTER HEIDI CHAREST WITH LADY'S ISLAND- ST. HELENA FIRE DEPARTMENT.

Chief Kline presented Heidi Charest on her accomplishment of winning World Championships in Overall Female Individual, over 40 female individual, and Male/Female Tandem.

Vice Chairman Sommerville read the Proclamation.

ADMINISTRATOR'S REPORT

Eric Greenway stated the pre-payment for property taxes has been implemented and it is optional.

Mr. Greenway then proceeded to recognize the following individuals for their hard work and dedication to Beaufort County:

Willie Me Fripp, Administrative Technician II, Beaufort County Detention Center; Matt Pastore, Crew Chief, Beaufort County Emergency Services; Brandon Young, Lance Corporal, Beaufort County Detention Center; Anthony Montgomery, Supervisor, Beaufort County Animal Services; Karen Morris, Training Officer, Beaufort County Emergency Medical Services.

CITIZEN COMMENTS

Chairman Passiment read citizen comments from Jamie Singleton and Sherry Zabo that were emailed.

Juliana Smith from Coastal Conservation League commented on the adoption of the Southern Lowcountry Stormwater Ordinance and Design Manual.

LIAISON AND COMMITTEE REPORTS

Council Member McElynn reported from the Community Services Committee that all of the Human Services grant funding agreements have been completed and approved and Finance is completing the first round of payments. The second half will begin in March or April 2021. The Coastal Community Foundation has received the funds for the Distance Learning Grants and are finalizing their advertising campaign.

Council Member McElynn also stated that the month of December is National Drunk and Drug Prevention month.

Council Member Howard reported that Stormwater Committee met and Chairman Bruggerman has resigned. During the Beaufort County Rural and Critical Lands meeting, Katie Schaffer was introduced, she is with Beaufort Open Land and Trust and is now part of the Committee.

CONSENT AGENDA

Motion: It was moved by Council Member Flewelling, seconded by Council Member Covert to approve all items on the consent agenda. The motion was approved without objection.

TIME SENSITIVE ITEMS ARISING FROM THE FINANCE COMMITTEE MEETING HELD ON DECEMBER 14TH AT 1:00 pm**Emergency Medical Services (EMS) Contract Award Recommendation to purchase one new 2020 Ambulance from the HGAC Buy Cooperative Contract**

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Covert to approve the Emergency Medical Services (EMS) Contract Award Recommendation to purchase one new 2020 Ambulance from the HGAC Buy Cooperative Contract. The motion was approved without objection.

First reading of an ordinance to issue a Tax Anticipation Note (TAN) due to a delay tax collections.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Covert to approve the first reading an Ordinance to Issue a Tax Anticipation Note (TAN) due to a delay in tax collections. The motion was approved without objection.

ACTION ITEMS**Consideration of approval of Wednesday, December 23rd, 2020 as an additional Christmas Holiday for the Beaufort County Employees**

Motion: It was moved by Council Member McElynn, Seconded by Council Member Howard to approve Wednesday, December 23rd, 2020 as an additional Christmas Holiday for the Beaufort County Employees. The motion was approved without objection.

First Reading Of An Ordinance To Require Individuals To Wear Face Coverings In Certain Circumstances And Locations In The Unincorporated Limits Of The County Providing For Severability And An Effective Date

Motion: It was moved by Council Member McElynn, seconded by Council Member Dawson to approve first reading of an ordinance to require individuals to wear face coverings in certain circumstances and locations in the unincorporated limits of the county providing for severability and an effective date. Vote Yea: Council Member McElynn, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Rodman, Council Member Sommerville, and Chairman Passiment. Vote Nay: Council Member Covert, Council Member Flewelling and Council Member Hervochoch. The motion is approved. The vote 8:3

First Reading Of an Ordinance Repealing and Replacing Beaufort County Ordinance 2020/36 Regarding Noise

Motion: It was moved by Council Member Covert, Seconded by Council Member McElynn to approve the first reading of an Ordinance Repealing and Replacing Beaufort County Ordinance 2020/36 Regarding Noise. Voting Yea: Council Member Covert, Council Member McElynn, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Rodman, Council Member Sommerville, Council Member Passiment. Voting Nay: Council Member Flewelling, and Council Member Hervochoch. The motion is approved. The vote 9:2.

First Reading of an Ordinance for a State Accommodations Tax Budget Amendment

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve the First Reading of an Ordinance for a State Accommodations Tax Budget Amendment. The motion was approved without objection.

2119-1808 Work Authorization off Airport Mitigation and Summit Drive Mitigation-CA Amendment 1

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Covert to approve 2119-1808 Work Authorization off Airport Mitigation and Summit Drive Mitigation-CA Amendment 1. The motion was approved without objection.

Public Hearing and Second Reading of an Ordinance Adopting the Required Chapter 99 Stormwater Ordinance Changes to Implement the Southern Lowcountry Design Manual.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Howard, Seconded by Council Member Dawson to approve the Public Hearing and Second Reading of an Ordinance adopting the Required Chapter 99 Stormwater Ordinance Changes to Implement the Southern Lowcountry Design Manual. The motion is approved without objection.

Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment to the Community Development Coded (CDC): Section 5.12.20 to Make Community Development Code Consistent with Pending Southern Lowcountry Stormwater Ordinance and Design Manual.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve the Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment to the Community Development Code (CDC): Section 5.12.20 to Make Community Development Code Consistent with Pending Southern Lowcountry Stormwater Ordinance and Design Manual. The motion is approved without objection.

Public Hearing and Second Reading of an Ordinance Adopting the Southern Lowcountry Design Manual as the Stormwater Management Standard to Replace the Current Beaufort County Best Management Practices Manual.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve the Public Hearing and Second Reading of an ordinance adopting the Southern Lowcountry Design Manual as the Stormwater Management Standard to Replace the Current Beaufort County Best Management Practices Manual. The motion was approved without objection.

Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment to Beaufort County Ordinance, Chapter 78: Floods, to Establish the Implementation Date of March 23, 2021.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve the Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment to Beaufort County Ordinance, Chapter 78: Floods, to Establish the Implementation Date of March 23, 2021. The motion was approved without objection.

Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment for Accessory Dwelling Units and Guest Houses.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Hervochon, Seconded by Council Member Howard to approve the Public Hearing and Second Reading of an Ordinance Regarding a Text Amendment for Accessory Dwelling Units and Guest Houses. The motion was approved without objection.

Public Hearing and Third Reading of an ordinance to amend Beaufort county no. 2020/12 to reflect the appropriate dollar amount for purchasing real property known as the Port Royal Battlefield.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Glover to approve Public Hearing and Third Reading of an ordinance to amend Beaufort county no. 2020/12 to reflect the appropriate dollar amount for purchasing real property known as the Port Royal Battlefield. The motion was approved without objection.

Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a special source revenue credit agreement by and among Beaufort County, South Carolina and project stone, providing for the issuance of special source revenue credits and other matters related thereto.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Hervochon, Seconded by Council Member Glover to approve Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a special source revenue credit agreement by and among Beaufort County, South Carolina and project stone, providing for the issuance of special source revenue credits and other matters related thereto . The motion was approved without objection.

Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of an SSR agreement (*note change in agreement type*) by and between Beaufort County, South Carolina and project garden providing for a payment of a fee in lieu of taxes and other matters related thereto. &

Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project burger providing for a payment of a fee in lieu of taxes and other matters related thereto.

BCEDC Recommends sending Project Garden and Project Burger back to second reading to amend the ordinance accordingly

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Hervochon, seconded by Council Member Covert for items #26 - Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of an SSR agreement (note change in agreement type) by and between Beaufort County, South Carolina and project garden providing for a payment of a fee in lieu of taxes and other matters related thereto. and #27 - Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project burger providing for a payment of a fee in lieu of taxes and other matters related thereto; to be sent back to Council for second reading. The motion was approved without objection.

Public Hearing and Third Reading of an ordinance to authorize and approve a multi-county park agreement by and between Beaufort County and Jasper County (projects stone, garden, glass, and burger); to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues within Jasper County.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Dawson, seconded by Council Member Glover to approve Public Hearing and Third Reading of an ordinance to authorize and approve a multi-county park agreement by and between Beaufort County and Jasper County (projects stone, garden, glass, and burger); to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues within Jasper County. The motion was approved without objection.

Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project glass providing for a payment of a fee in lieu of taxes and other matters related thereto.

Chairman Passiment opened the floor for public hearing.

There were no public hearing comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Glover to approve Public Hearing and Third Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project glass providing for a payment of a fee in lieu of taxes and other matters related thereto. The motion was approved without objection.

Extend Past 8 o'clock

Motion: It was moved by Council Member Hervochon, seconded by Council Member Howard to extend past 8 pm. The motion is approved without objection.

Matters out of Executive Session

Motion: It was moved by Council Member Flewelling, seconded by Council Member Glover for county council to make a settlement offer regarding White Hall as discussed in executive session. The motion was approved without objection.

Motion: It was moved by Council Member McElynn, seconded by Council Member Glover to approve Council representing Beaufort to engage in negotiations to approve settlement amount discussed in executive session regarding retiree litigation to seek a settlement on the retiree . The motion was approved without objection.

CITIZEN COMMENTS

CITIZENS COMMENTS

There were no citizen comments.

ADJOURNMENT

The meeting adjourned at 8:04 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



County Council of Beaufort County Caucus

Chairman

JOSEPH F. PASSIMENT, JR.

Vice Chairman

D. PAUL SOMMERVILLE

Council Members

LOGAN CUNNINGHAM

GERALD DAWSON

BRIAN E. FLEWELLING

YORK GLOVER, SR.

CHRIS HERVOCHON

ALICE G. HOWARD

MARK LAWSON

LAWRENCE P. MCELYNN

STU RODMAN

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County Council Caucus Meeting Minutes

Monday, January 11, 2021 at 5:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

CALL TO ORDER

Committee Chairman Passiment called the meeting to order at 4:35 PM.

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Gerald Dawson

Council Member Logan Cunningham

Council Member Brian Flewelling

Council Member York Glover

Council Member Stu Rodman

Council Member Chris Hervocho

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

PLEDGE OF ALLEGIANCE

Committee Vice Chairman Sommerville led the Pledge of Allegiance and Invocation

FOIA

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

APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Howard, seconded by Council Member McElynn amend the agenda to include an item on the County Council agenda regarding a lease agreement for the maintenance of Fort Frederick. The motion was approved without objection.

Main Motion: It was moved by Council Member McElynn, seconded by Council Member Lawson to approve the agenda as amended. The motion was approved without objection.

DISCUSSION ITEMS

AGENDA REVIEW

Chairman Passiment stated the new item for the main agenda will be placed as item 10 and discussed the agenda items on the County Council agenda.

Council Member Rodman stated he was planning to remove the Second Reading of an Ordinance regarding a Tax Anticipation Note from the consent agenda to an action item.

Council Member Glover stated he would like to remove item number 9 on consent agenda regarding the road paving plan to an action item as he would like to comment on it.

NEW BUSINESS

Chairman Passiment stated he would like to contract with Helen McFadden for parliamentary services.

Council Member Flewelling stated the rules and procedures state the Chairman may appoint a member of council as parliamentary.

Council Member Passiment stated it says “may” not “must.”

Council Member Glover stated he feels having this parliamentary conduct a workshop would help him be a better council member and further stated he has some concerns about cost.

Council Member Hervochoch asked what is driving the needs for this, how was three months selected, how was this person selected, and has this person ever done work for County Council.

Chairman Passiment stated he was very concerned about some issues with FOIA, he further stated he did not feel it was appropriate for one council member acting as parliamentary to challenge another council member and that Mrs. McFadden worked for the county once before and this person was selected due to a recommendation from SCAC.

Deputy County Attorney Tom Keaveny stated he hired Mrs. McFadden a few years back to help when Council was selecting it’s administrator following Gary Kubic.

Council Member Hervochoch stated he was in the gallery watching during that time and it was a very contentious meeting, which gives him a little pause.

Council Member Cunningham asked if this person would attend our next Council Meeting in person.

Chairman Passiment stated this person would attend virtually since our meeting are virtual.

Council Member Flewelling resigned from Parliamentary effective immediately.

Council Member Cunningham stated he planned to add an item to the agenda regarding going back to in-person meetings.

EXECUTIVE SESSION

Motion: It was moved by Council Member Glover, seconded by Council Member McElynn to go into Executive Session. The motion was approved without objection.

Council went into Executive Session at 5:05 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council of Beaufort County

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

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Council Members

Logan Cunningham

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County Council Meeting Minutes

County Council of Beaufort County

Monday, January 11, 2021 at 6:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:25 PM

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Logan Cunningham

Council Member York Glover

Council Member Chris Hervocho

Council Member Stu Rodman

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

Council Member Gerald Dawson

Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice-Chairman Sommerville led the Pledge of Allegiance and Invocation.

FOIA

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

APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Howard, seconded by Vice-Chairman Sommerville to amend the agenda to include an item called "First Reading of an ordinance to enter into a lease agreement for the maintenance of Fort Fredrick" as an action item. The motion was approved without objection.

Motion to Amend: It was moved by Council Member Rodman, seconded by Vice-Chairman Sommerville to add an item titled "Consideration of a trial run contract with a Parliamentarian for 3 months." The motion was approved without objection.

Motion to Amend: It was moved by Council Member Cunningham, seconded by Council Member Flewelling to add an item regarding moving future County Council meetings to in-person. The motion was approved without objection.

Motion to Amend: It was moved by Chairman Passiment, seconded by Council Member Flewelling to amend the agenda to include an item regarding retiree litigation settlement. The motion was approved without objection.

Motion to Amend: It was moved by Council Member Flewelling, Seconded by Vice-Chairman Sommerville to add an executive session to this agenda. The motion was approved without objection.

Main Motion: It was moved by Vice-Chairman Sommerville, seconded by Council Member Cunningham to approve the agenda as amended. The motion is approved without objection.

ADMINISTRATOR’S REPORT

Interim County Administrator Eric Greenway recognized the following County employees for their dedication and service to the county: Katie Godowns, Cherie Scoggins, and James “Ben” Boswell.

CITIZENS COMMENTS

There were no citizen comments.

PROCLAMATIONS AND PRESENTATIONS

RECOGNITION OF GARDENIA SIMMONS-WHITE

Council Member McElynn presented a proclamation honoring Gardenia Simmons-White for her 22 years of service to the Disabilities and Special Needs Board and Beaufort County.

To see the full presentation and hear Mrs. Simmons-White's acceptance speech click the link below.

<https://beaufortcountysc.new.swagit.com/videos/111361>

LIAISON AND COMMITTEE REPORTS

Finance Committee Chair, Mark Lawson, reviewed all of the finance items on the consent agenda.

Public Facilities Committee Chair, Stu Rodman, reviewed all of the Public Facilities items on the consent agenda.

Council Member Glover stated concerns for the dirt road paving list and changes there were made to it.

Natural Resources Committee Chair, Alice Howard, reviewed all of the Natural Resources items on the consent agenda.

CONSENT AGENDA

Motion: It was moved by Council Member Howard, seconded by Council Member Dawson to approve the consent agenda minus item number 2 (two) - Second Reading of an Ordinance regarding a Tax Anticipation Note - which will be taken up during the action item portion of the meeting. Motion approved without objection.

To see a list of consent agenda items click here: <https://beaufortcountysc.new.swagit.com/videos/111361>

ACTION ITEMS

FIRST READING OF AN ORDINANCE TO ENTER INTO AN MOU LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR THE MAINTENANCE OF FORT FREDRICK.

Motion: It was moved by Council Member Howard, seconded by Council Member Glover to approve the First Reading of an ordinance to enter into an MOU with the Town of Port Royal for the maintenance of Fort Frederick.

Discussion: Stefanie Nagid, Passive Parks Planner, presented the item and stated this agreement is much like the one the county has in place for White Hall. She further stated this is a 30-year agreement with the Town of Port Royal.

Motion approved without objection.

CONSIDERATION TO ENTER INTO A CONTRACT WITH HELEN MCFADDEN FOR PARLIAMENTARIAN SERVICES FOR 3 MONTHS.

Motion: It was moved by Council Member Rodman, seconded by Council Member McElynn to approve a 3-month contract with Helen McFadden for Parlimentarian services.

Discussion: Council Member Hervochon stated he thinks this move is a bad look for the public and he does not know why this is coming up now.

Council Member Flewelling stated this is against the County's rules and procedures since no funds have been identified and he shares Council Member Hervochon's concerns.

Council Member Howard asked how much this would cost. Chairman Passiment said around \$3,000.

Council Member Flewelling again expressed his concern and stated he believed this was deficit spending.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Cunningham, Council Member Glover, Council Member Hervochon, and Council Member Flewelling. The motion passed 7:4.

CONSIDERATION TO MOVE FUTURE COUNCIL MEETINGS TO IN PERSON.

Motion: It was moved by Council Member Cunningham, seconded by Council Member Flewelling to move to in-person meetings.

Discussion: Council Member McElynn stated he feels like forcing in-person meetings is foolish.

Council Member Howard stated she would feel more comfortable with a hybrid option.

Council Member Cunningham stated he was agreeable to that change.

Council Member Dawson stated he would remain virtual and cautioned all members of the council to not be too quick to force in-person meetings and stated he would vote against the motion.

Council Member Glover mentioned we have done hybrid meetings so he feels continuing hybrid would be ok.

Council Member Hervochon stated he feels we have proved that we can go back to in-person or hybrid without issue.

Vice-Chair Sommerville stated it is his understanding we already have a hybrid situation so he does not understand this discussion.

Council Member Flewelling said he is very in favor of this as virtual meetings were put in place during the state of emergency but this is not an emergency anymore but a fact of life so moving towards in-person meetings is a good goal.

Council Member Rodman asked if this (meeting virtually) sunsets when the emergency ordinance sunsets and also stated it sounds like what the County has in place allows for hybrid meetings without a further vote. County Attorney Kurt Taylor stated once the state of emergency is over the virtual meeting resolution expires as well. Chairman Passiment stated since it is the will of members of council to make every council meeting a hybrid meeting that is what shall be done.

CONSIDERATION OF APPROVING AN AMOUNT OF \$125,000 TO SETTLE LAWSUIT REGARDING 83 CURRENT EMPLOYEES.

Motion: It was moved by Council Member McElynn, seconded by Council Member Howard to approve the settlement amount of \$125,000. Motion approved without objection.

Motion: It was moved by Council Member Dawson, Seconded by Council Member Glover to approve the Second Reading of a Tax Anticipation Note.

Discussion: Council Member Rodman stated he wanted to pull this item from the consent agenda because it was his opinion the School District should request the TAN not the County, and further stated he planned to vote against this item.

CFO Whitney Richland responded to those comments stating if the County does not need the money, then they will not draw it.

Council Member Flewelling requested the Treasurer be present at Third Reading to answer questions and discuss any liquid assets the County could use as opposed to borrowing.

Motion to Amend: It was moved by Council Member Rodman, seconded by Council Member Flewelling, to postpone the second reading for two weeks due to the borrowing amount not being known.

Mrs. Richland stated upon discussions with Bond Counsel, the ordinance states "not to exceed \$50 Million," therefore an amount is known.

Council Member Rodman and Council Member Flewelling then withdrew their motion.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochoon, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Voting Nay: Council Member Rodman. The motion passed 10:1.

LOWCOUNTRY COUNCIL OF GOVERNMENTS NEEDS ASSESSMENT

Kimberly Mullinax presented the Lowcountry Council of Government's annual needs assessment.

EXTEND PAST 8 O'CLOCK

Motion: It was moved by Council Member Howard, seconded by Council Member Sommerville to extend the meeting past 8 o'clock. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Cunningham, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Hervochoon, Council Member Rodman, and Council Member Flewelling. The motion passed 8:3.

Ms. Mullinax continued with her presentation and requested the County have their priority list in by March 1st. Mr. Greenway stated staff would have recommendations ready to present at the next Community Services Meeting.

APPROVAL ANNUAL PEDDLERS AND HAWKERS FEE ORDINANCE.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Lawson to approve the annual Hawkers and Peddlers Ordinance. It was approved without objection.

APPROVAL OF ORDINANCE AND DOCUMENTS FOR THE SETTLEMENT OF LITIGATION WITH WHITEHALL HOLDINGS, LLC REGARDING THE RESIDENTIAL AND COMMERCIAL DEVELOPMENT KNOWN AS "WHITEHALL" IN THE CITY OF BEAUFORT.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve an ordinance and documents for the settlement of litigation with Whitehall Holdings. The Vote - Voting Yea: Chairman Passiment, Council Member Rodman, Council Member Lawson, Council Member McElynn, Council Member Flewelling and Council Member Cunningham. Voting Nay: Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Howard, Council Member Dawson. The motion passed 6:5.

SECOND READING OF AN ORDINANCE REPEALING AND REPLACING BEAUFORT COUNTY ORDINANCE 2020/36 REGARDING NOISE.

Motion: It was moved by Council Member McElynn, Seconded by Vice-Chairman Sommerville to approve the ordinance replacing and repealing the current noise ordinance. The Vote - Voting Yea: Chairman Passiment, Vice-Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Glover, Council Member Hervocho, Council Member Flewelling, and Council Member Cunningham. The motion passed 7:4.

CITIZEN COMMENTS

There were no citizen comments.

It was decided executive session was not needed at this time.

ADJOURNMENT

Meeting adjourned at 8:10PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, March 1, 2021</i>
PRESENTER INFORMATION:
<i>Noah Krepps, Long Range Planner, Beaufort County Planning and Zoning (10 minutes need for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their February 1, 2021 meeting. At that time the Commission voted (5 for and 3 against) to recommend denial of the proposed amendment to County Council.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to change the zoning of a 1.96-acre lot at the western corner of Benton Ln and May River Rd from T3 Edge to T2 Rural Center (see attached map). The parcel was zoned Neighborhood Commercial District under the 1990 Development Standards Ordinance and was rezoned to Community Preservation in 1999, allowing the commercial development rights to carry over. In 2001 and 2003, the owner received a development permit to construct a convenience store on the site. The store was never built and the permit expired. In 2011, the County held a charrette for the Pritchardville community during the development of the Community Development Code. At that time, the community decided to limit commercial development to a smaller area around the intersection of Gibbet Rd and May River Rd. In 2014, the Community Development Code was adopted, and 122 May River Rd was zoned T3 Edge because it was outside of the small commercial district identified in the charrette.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>The proposed zoning change from T3 Edge to T2 Rural Center constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about potential impacts on the surrounding residential areas. However, staff acknowledges that the owner historically applied for development permits for a convenience store in both 2001 and 2003. The store was never built, but good faith was shown through the owner’s intent to develop at that time.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for 122 May River Road from T3 Edge to T2 Rural Center.</i>



MEMORANDUM

TO: Joseph Passiment, Chairman, Beaufort County Council

FROM: Noah Krepps, Beaufort County Planning and Zoning Department

DATE: March 17, 2021

SUBJECT: Clarification of T2RC Zoning District and Spot Zoning regarding Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center

The purpose of this memo is to provide clarity on the proposed T2RC zoning at 122 May River Rd and the concept of “spot zoning.”

T2 RURAL CENTER. The T2 Rural Center (T2RC) district allows a diverse mix of land uses including residential, retail, service, and limited light industrial. It is a lower intensity walkable area in the immediate vicinity of a rural crossroads or other important rural intersection where service and limited commercial uses can cluster in more closely spaced buildings of residential character. Examples elsewhere in the County include Lowcountry Produce and the Lobeco Library along the US-21 corridor through Lobeco, and Ulmer Rd between Burnt Church Rd and Bluffton Recreation Center in Bluffton.

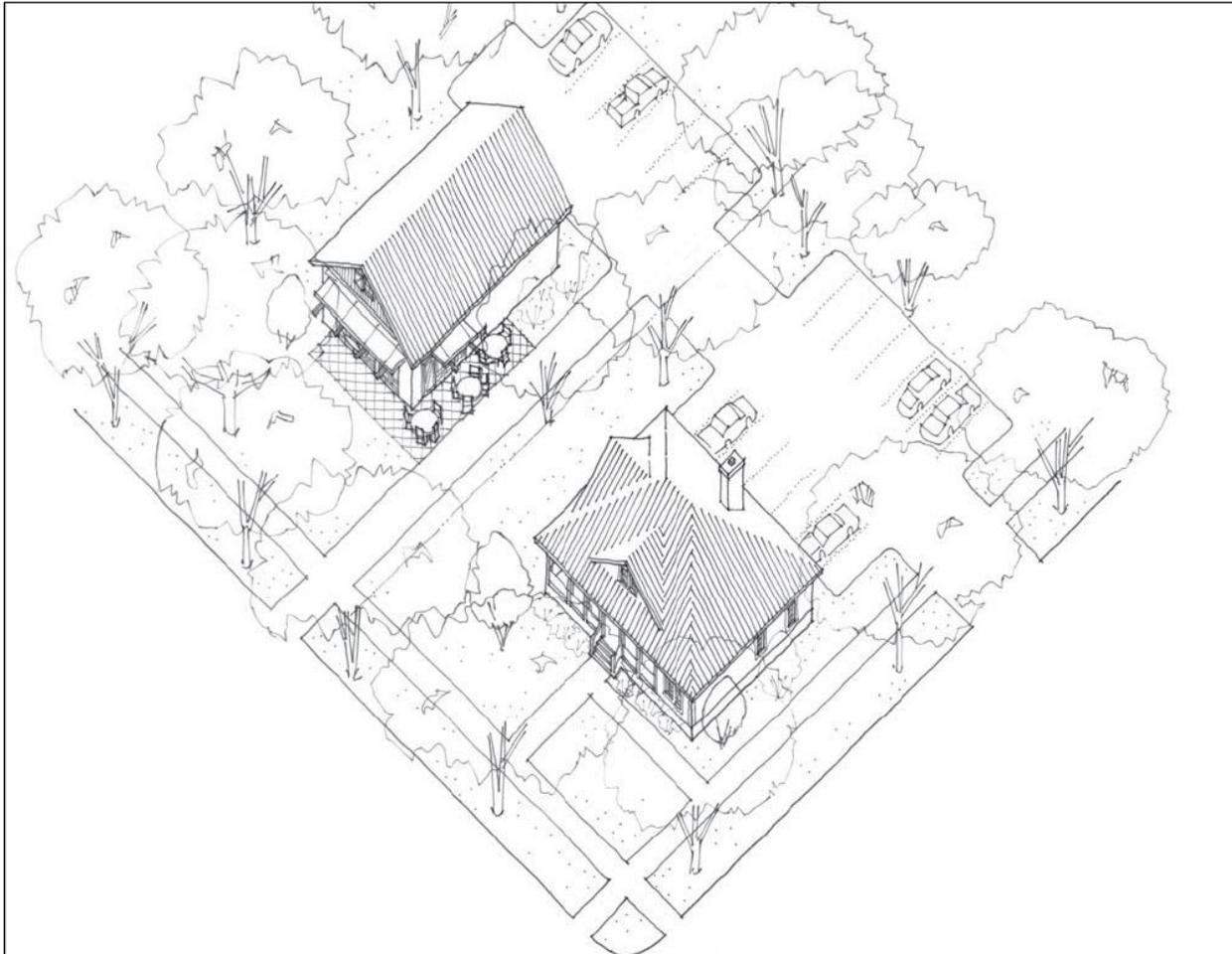
The nearest instance of T2RC in relation to the proposed amendment is approximately .25 miles to the east at the May River Rd-Gibbet Rd intersection. Two of the six lots between the proposed amendment and the existing T2RC district have established service uses.

Staff believes the T2RC district to be the most appropriate zoning for commercial development at the proposed amendment location.

SPOT ZONING. The S.C. Supreme Court defined spot zoning as “the process of singling out a small land parcel for a use classification totally different from that of the surround area to benefit the property owners and to the detriment of other owners.” This does not mean that commercial property adjoining residential property is inherently spot zoned. The governing body may rezone small areas not adjoining a like zoning district as long as the rezoning is not arbitrary or unreasonable.

The history of commercial zoning at 122 May River Rd may constitute a non-arbitrary rezoning, despite the differing zoning of the surrounding area.

3.2.60 T2 Rural Center (T2RC) Standards



General Note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The Rural Center (T2RC) Zone applies to areas that are in the immediate vicinity of a Rural Crossroads or other important rural intersections, where service and limited commercial uses can cluster in more closely spaced buildings of residential character.

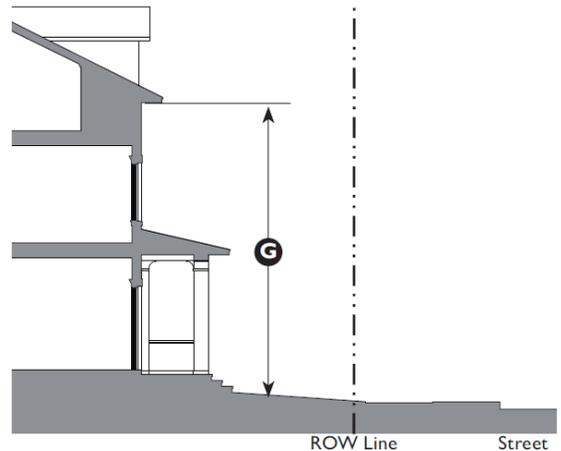
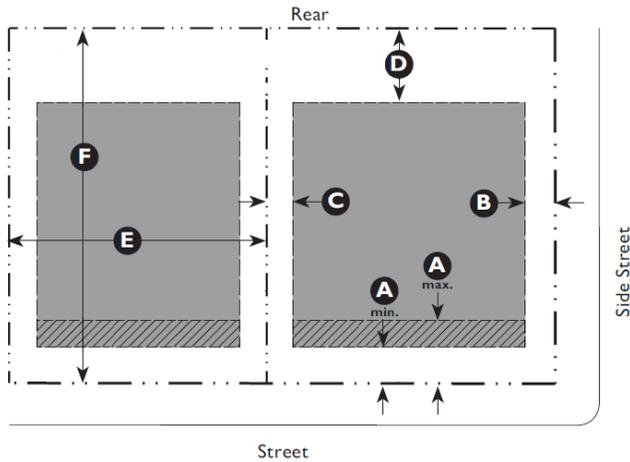
T2 Rural Center Zone implements the Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Estate House	5.1.50
Village House	5.1.60
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)		
Front	10' min. 30' max.	A
Side Street	10' min.	B
Side:		
Side, Main Building	15' min.	C
Side, Ancillary Building	10' min.	
Rear	25' min.	D

Lot Size (21,780 SF Minimum)

Width	50' min.	E
Depth	100' min.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.

D. Building Form

Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		
Residential	18" min.	
Commercial	6" min.	

Footprint

Maximum Lot Coverage ²	25% of lot area
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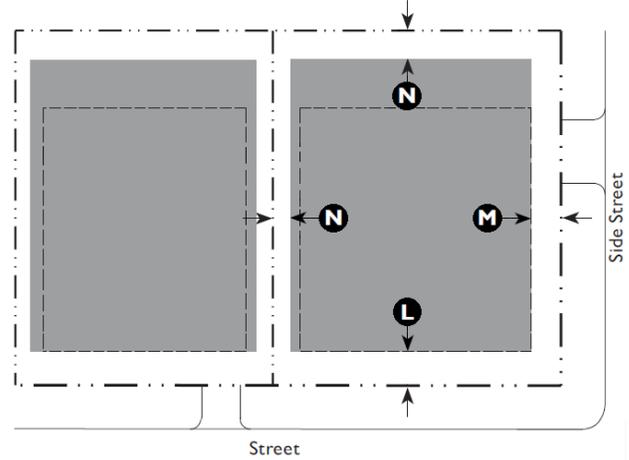
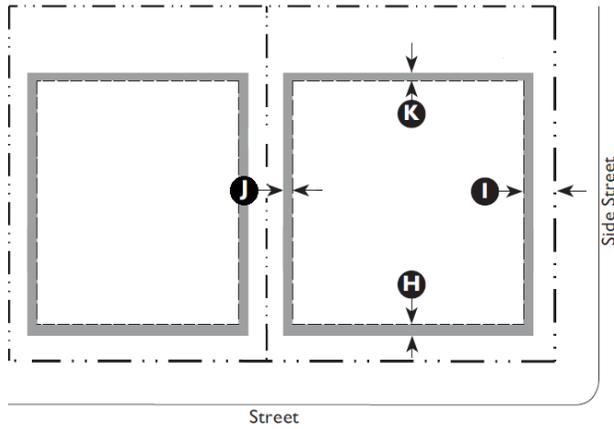
Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

E. Encroachments and Frontage Types

Encroachments		
Front	5' max.	H
Side Street	5' max.	I
Side	5' max.	J
Rear	5' max.	K

Encroachments are not allowed within a Street ROW/Alley ROW, Buffers, or across a property line. See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Shop front

F. Parking

Required Spaces: Residential Uses

Single family detached	3 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom

Service or Retail Uses:

Retail, offices, services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn	1 per room

For parking requirements for all other uses see Table uses see Table 5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	10' min.	L
Side Street	15' min.	M

Rear and interior side yard parking setbacks are governed by the applicable perimeter buffer (see Tables 5.8.90.D and 5.8.90.F) and any other required buffers.

G. T2RC Allowed Uses

Land Use Type ¹	Specific Use Regulations	T2R C
Agricultural		
Agriculture & Crop Harvesting		P
Aquaponics	4.1.340	S
Agricultural Support Services		P
Animal Production	4.1.30	C
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
Commercial Stables	4.1.50	C
Residential		
Dwelling: Single Family Detached Unit		P
Dwelling: Accessory Unit	4.2.30	C
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home		P
Community Residence (dorms, Convents, assisted living, temporary shelters)		P
Home Office	4.2.90	C
Home Business	4.2.80	C
Cottage Industry	4.2.40	C
Retail & Restaurants		
General Retail 25,000 SF or less		P
Bar, Tavern, Nightclub		P
Gas Station/Fuel Sales	4.1.100	C
Open Air Retail		P
Restaurant, Café, Coffee Shop		P
Vehicle Sales and Rental: Light	4.1.260	C
Offices & Services		
General Offices & Services <10,000 SF		P
General Offices & Services: with Drive-Through Facilities	4.1.70	C
Animal Services: Clinic/Hospital		P
Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 Clients)		P
Day Care: Commercial Center (9 or more clients)	4.1.60	C
Lodging: Bed & Breakfast (5 rooms or less)		P
Lodging: Inn (up to 24 rooms)		P
Medical Service: Clinics/Offices		P
Vehicle Services: Minor Maintenance And Repair	4.1.270	C
Vehicle Services: Major Maintenance And Repair	4.1.270	C

Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
---	Use Not Allowed

End Notes

Land Use Type ¹	Specific Use Regulations	T2R C
Recreation, Education, Safety, Public Assembly		
Community Oriented Cultural Facility (less than 15,000 SF)		P
Community Oriented Cultural Facility (greater than 15,000 SF)	7.2.130	S
Community Public Safety Facility		P
Institutional Care Facility	7.2.130	S
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Recreation Facility: Community-Based		P
Recreation Facility: Primitive Campground	4.1.190	P
Recreation Facility: Semi-Developed Campground	4.1.190	P
Recreation Facility: Developed Campground	4.1.190	P
Ecotourism	4.1.330	C
School: Public or Private	7.2.130	S
School: Specialized Training/Studio	7.2.130	S
School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility, Public or Commercial		P
Transportation, Terminal	7.2.130	S
Waste Management: Community	4.1.290	C
Waste Collection & Recycling		C
Wireless Communications Facility	4.1.320	S
Industrial		
Manufacturing, Processing, and Packaging - Light (less than 15,000 SF)	4.1.140	C
Outdoor Maintenance / Storage Yard	4.1.180	C
Warehousing	4.1.280	C
Wholesaling and Distribution	4.1.280	C

ORDINANCE 2021 / __

ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER.

WHEREAS, added text is highlighted in yellow and underlined.

Adopted this ___ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Alice Howard, Chairperson, Natural Resources Committee of County Council

FROM: Noah Krepps, Beaufort County Planning and Zoning Department

DATE: February 16, 2021

SUBJECT: Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center

STAFF REPORT:

A. BACKGROUND:

Case No. ZMA-2020-03

Owner/Applicant: Lydia Group LLC / Blaine McClure

Property Location: Located at the intersection of May River Rd and Benton Ln

District/Map/Parcel: R600 036 000 015E 0000

Property Size: 1.96 acres

Current Future Land Use Designation: Neighborhood Mixed-Use

Current Zoning District: T3 Edge

Proposed Zoning District: T2 Rural Center

B. SUMMARY OF REQUEST: The applicant seeks to change the zoning of a 1.96-acre lot at the western corner of Benton Ln and May River Rd from T3 Edge to T2 Rural Center (see attached map). The parcel was zoned Neighborhood Commercial District under the 1990 Development Standards Ordinance and was rezoned to Community Preservation in 1999, allowing the commercial development rights to carry over. In 2011, the County held a charrette for the Pritchardville community during the development of the Community Development Code. At that time, the community decided to limit commercial development to a smaller area around the intersection of Gibbet Rd and May River Rd. In 2014, the Community Development Code was adopted, and 122 May River Rd was zoned T3 Edge because it was outside of the small commercial district identified in the charrette.

The **T2 Rural Center (T2RC)** district allows a diverse mix of land uses including residential, retail, service, and limited light industrial. It is a lower intensity walkable area in the immediate vicinity of a rural crossroads or other important rural intersection.

- E. COMPREHENSIVE PLAN FUTURE LAND USE MAP:** This 1.96-acre lot is designated Neighborhood Mixed-Use on the Future Land Use Map. Future development in neighborhood mixed-use areas should be primarily residential with some supporting neighborhood retail establishments. A very small percentage of the designated area should consist of commercial development.
- F. ZONING MAP AMENDMENT REVIEW STANDARDS:** In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. **Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code;**

The Land Use chapter of the Comprehensive Plan identifies the need to provide sufficient land for non-retail commercial uses that promote economic health and diversity. The Neighborhood Mixed-Use area in which the proposed rezoning lies already has a mix of service, retail, and light industrial uses between the parcel in question and the Gibbet Rd intersection.

2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances;**

The proposed rezoning constitutes a “spot zoning,” as it is not adjacent to any other T2 Rural Center parcels.

3. **Addresses a demonstrated community need;**

See 1 above.

4. **Is required by changed conditions;**

N/A.

5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;**

Existing uses on the surrounding land are primarily residential. The proposed zoning change would allow for a broader mix of intense commercial, service, and light industrial uses.

6. **Would not adversely affect nearby lands;**

As stated in 5, there is potential for adverse impacts on the existing residential developments in the adjacent area.

7. **Would result in a logical and orderly development pattern;**

See 5 and 6 above.

8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

Any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

9. Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities):

The site does not currently have access to public sewer or water. It does have paved vehicular access from Benton Ln. Future development that generates over 50 peak-hour trips will require a traffic impact analysis.

G. STAFF RECOMMENDATION: The proposed zoning change from T3 Edge to T2 Rural Center constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about potential impacts on the surrounding residential areas.

Staff acknowledges that the owner applied for development permits for a convenience store in both 2000 and 2002. The store was never built, but good faith was shown through the owner’s intent to develop at that time.

H. PLANNING COMMISSION RECOMMENDATION: At the February 2, 2021 meeting of the Beaufort County Planning Commission, the Commission voted (5 for and 3 against) to recommend denial of the proposed amendment to County Council.

I. ATTACHMENTS

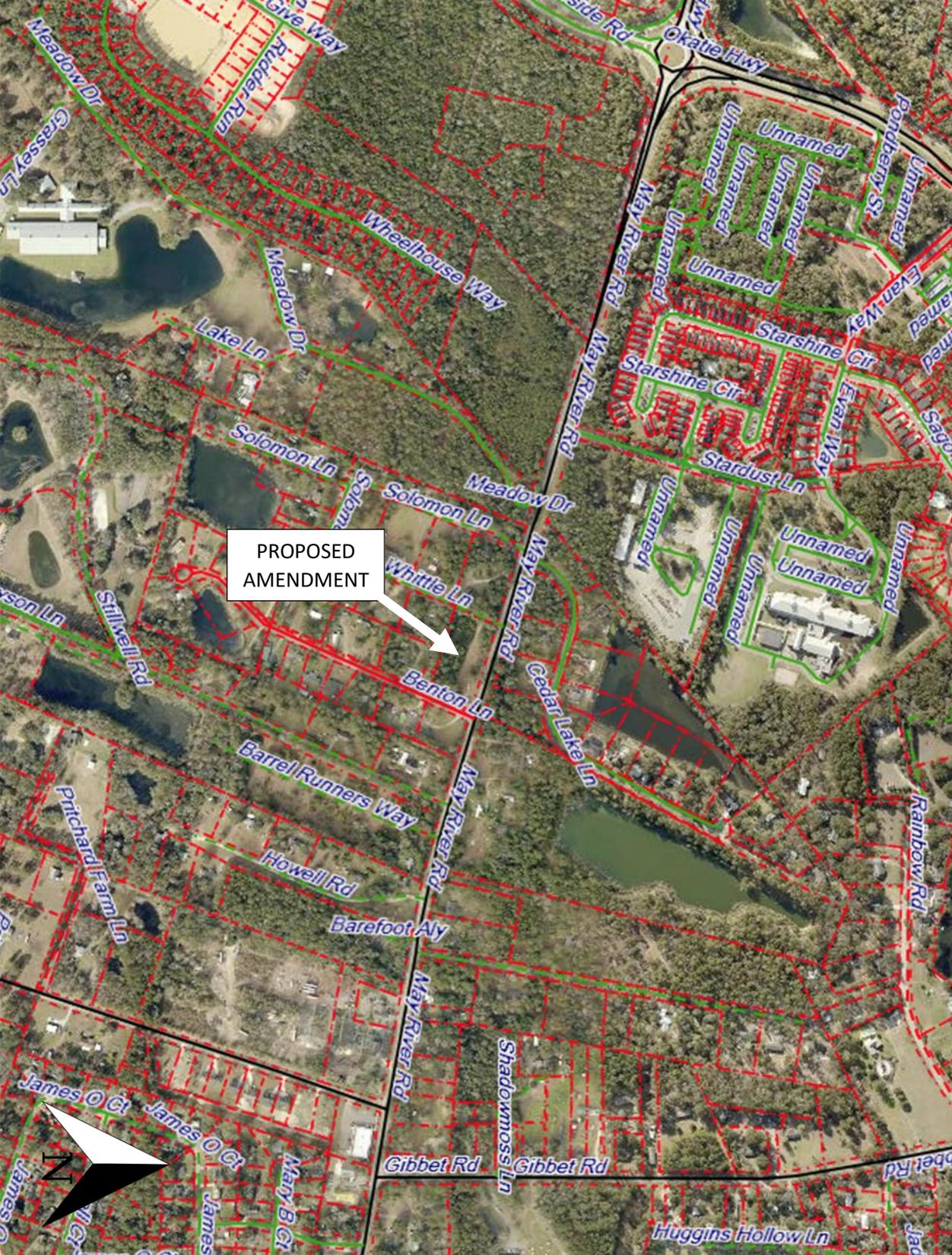
- Zoning Map (existing and proposed)
- Location Map

Existing Zoning



Proposed Zoning







BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Recommendations to Finance Committee for the 2021 Awards of Local Accommodations and Hospitality Tax.</i>
MEETING NAME AND DATE:
Finance Committee 02/25/2021
PRESENTER INFORMATION:
<i>Hayes Williams Finance Director</i> <i>1 hour</i>
ITEM BACKGROUND:
<i>Beaufort County started the Local Accommodation Tax and Local Hospitality Tax application process in September of 2020, with the closing of applications on December 31, 2020. The applications were reviewed by the Local Accommodation Tax and Local Hospitality Tax Committee for compliance with the Local Statutes and their individual need and merit. The Committee will present the recommendations to the Finance Committee.</i>
PROJECT / ITEM NARRATIVE:
<i>The Local Accommodation Tax Fund has approximately \$1,651,428 to award, and Local Hospitality Tax Fund has approximately \$1,981,105 to award for combined total of \$3,632,533 available to award for 2021.</i>
FISCAL IMPACT:
<i>Recommendations of \$3,530,656 to be provided out the Local Accommodations Tax Fund and the Local Hospitality Tax Fund.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Approval of recommendations Local Accommodation Tax and Local Hospitality Tax.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Approve the motion for First Reading at the next County Council meeting.</i> <i>Deny the motion.</i>

Beaufort County
2021 Local Accommodations and Hospitality Tax

Event	Sponsor	Requested Source of Funding	Amount Requested	Group Award	Reason
Whitehall Boardwalk	City of Beaufort	Local Atax	\$ 350,000.00	\$ 350,000.00	Bridge to connect to Whitehall Park Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award". Penn Center still has \$800,000 remaining in Phase I that they have not spent.
Phase II Penn Center Website Development	Penn Center	Local Atax	\$ 968,000.00	\$ -	Penn Center will need to apply next year.
Reconstruction Era Park - Porter's Chapel	Historic Port Royal Foundation & Museum Website	Local Atax	\$ 5,000.00	\$ 5,000.00	The only amount included in the budget
	Town of Port Royal	Local Atax	\$ 240,500.00	\$ 240,500.00	Reconstruction Era Park town put in an additional \$60,000
Southeast Business Summit	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$ -	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Kentucky Derby	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$11,700 rolled over from prior year	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Gullah Christmas Jazz & Art Festival	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$ -	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Broad River Fishing Pier	Beaufort County Capital Projects	Local Atax	\$ 114,000.00	\$ 114,000.00	95,000 plus 20% contingency
Beaufort Oyster Festival	Beaufort Area Hospitality Association	Local Htax	\$ 10,000.00	\$ 2,460.00	Only for marketing and promotional , police fire & security
Beaufort Oyster Festival	Beaufort Area Hospitality Association	Local Atax	\$ 10,000.00	\$3,186 rollover from prior year	Only marketing in Local Accommodations tax is allocated to DMO's
Stokes Cottage (1313 Congress Street)	Community Foundation of the Lowcountry	Local Atax	\$ 149,850.00	\$ -	These are privately owned, the owners will not transfer property
Brick Baptist Church Study House	Community Foundation of the Lowcountry	Local Atax	\$ 267,255.00	\$ 267,255.00	Reconstruction Era Park
Grand Army Hall	Community Foundation of the Lowcountry	Local Atax	\$ 115,200.00	\$ 115,200.00	Reconstruction Era Park
Dixie Jr. Boys and Dixie Boys State	Beaufort County Parks & Recreation	Local Atax	\$ 28,500.00	\$ 28,500.00	Marketing and promotional needs for the tournament
Dixie Softball State Tournament	Beaufort County Parks & Recreation	Local Atax	\$ 28,500.00	\$ 28,500.00	Marketing and promotional needs for the tournament
Marketing	Hilton Head Island Airport	Local Htax	\$ 30,000.00	\$ 30,000.00	Marketing and promotional items
Annual Boat Landing Maintenance	Beaufort County Public Works	Local Htax	\$ 250,000.00	\$ 200,000.00	Boat landing improvements and study
Beaufort Executive Terminal Renovation	Beaufort Executive Airport	Local Htax	\$ 80,000.00	\$ 80,000.00	Needed improvements to bring new tourism
Spanish Moss Trail Battery Creek Bridge Repair	Beaufort County Capital Projects	Local Htax	\$ 359,500.00	\$ 359,500.00	
Coastal Discovery Museum	Building of a Museum on HHI	Local Htax	\$ 750,000.00	\$ 750,000.00	
Renovation of Boundary Street Tennis Courts	Beaufort County Parks & Recreation	Local Htax	\$ 384,741.00	\$ 384,741.00	
Mitchellville Freedom Park	Building of a Museum on HHI	Local Htax	\$ 575,000.00	\$ 575,000.00	Awarded from HTAX
			\$ 4,751,146.00	\$ 3,530,656.00	
			\$ 3,632,533.00	\$ 3,632,533.00	
			\$ (1,118,613.00)	\$ 101,877.00	

Sec. 66-531. - Authority.

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-700 et seq. (1976, as amended) which expressly provides authorization for the imposition of a hospitality tax.

(Ord. No. 2005/9, § 1, 3-28-2005)

Sec. 66-532. - Hospitality tax—Definitions.

- (a) *Local hospitality tax* is a tax imposed within the unincorporated areas of Beaufort County on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine. In addition, the tax shall be imposed for all food and beverages prepared or modified by convenience stores or grocery stores within the unincorporated areas of Beaufort County.
- (b) *A hospitality tax equal to two percent* is hereby imposed on the gross proceeds derived from the sale of prepared meals and beverages sold in establishments located in unincorporated areas of Beaufort County.
- (c) *Beverages* shall include all beverages, including, but not limited to, alcoholic beverages, beer, wine, and any nonalcoholic beverage.
- (d) *Establishments* shall mean any individual, partnership, corporation or business entity, regardless of form which, as a part of its business offers prepared meals, whether for consumption on the premises or off.
- (e) *Establishments licensed for on-premises consumption of alcoholic beverages, beer or wine* shall mean any individual, partnership, corporation or business entity, regardless of form, which is licensed by the State of South Carolina alcoholic beverage commission to offer alcoholic beverages, beer or wine for sale or consumption on its premises.
- (f) *Gross sales price* shall mean the total charge for any prepared meal or beverage, exclusive of any other taxes, fees or gratuity.
- (g)

Prepared meals shall mean any prepared food item prepared or offered for sale by any establishments or establishments licensed for on-premises consumption of alcoholic beverages, beer or wine, whether consumed on the premises or off.

(Ord. No. 2005/9, § 2, 3-28-2005; Ord. No. 2009/35, 10-12-2009; Ord. No. 2012/1, 2-13-2012.)

Sec. 66-533. - Payment of hospitality tax.

- (a) Payment of the local hospitality tax shall be the liability of the consumer of prepared meals and beverages as described in section 66-532. The local hospitality tax shall be paid at the time of the purchase of the prepared meals and beverages and shall be collected by the establishments or establishments licensed for on-premises consumption of alcoholic beverages, beer or wine selling the prepared meals and beverages.
- (b) The county shall provide a hospitality tax return, which shall be utilized by the provider of the services to calculate the amount of hospitality taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time as the return is required to be filed as provided below.
- (c) The hospitality tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
 - (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
 - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Hospitality Tax Account" is hereby established. All revenue and interest generated by the local hospitality tax shall be deposited into this account. The County of Beaufort, South Carolina, Hospitality Tax Account, shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e)

Deposits into "The County of Beaufort, South Carolina, Hospitality Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

(Ord. No. 2005/9, § 3, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-534. - Permitted uses of hospitality tax funds.

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the hospitality tax and other funds deposited into "The County of Beaufort, South Carolina, Hospitality Tax Account." The revenue generated by the hospitality tax must be used exclusively for the following purposes:
- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) Tourism-related cultural, recreational, historic facilities, or land acquisition;
 - (3) River/beach access and renourishment;
 - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
 - (5) Advertisements and promotions related to tourism development;
 - (6) Water and sewer infrastructure to serve tourism-related demand; and
 - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
 - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Hospitality Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina.

(Ord. No. 2005/9, § 4, 3-28-2005)

Sec. 66-535. - Inspections and audits.

- (a)

For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.

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

(Ord. No. 2005/9, § 5, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-536. - Violations and penalty.

- (a) It shall be a violation of this chapter to:
- (1) Fail to collect the hospitality tax in connection with the sale of prepared meals and beverages sold in establishments in the unincorporated areas of Beaufort County.
 - (2) Fail to remit to the County of Beaufort, South Carolina, any hospitality taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
 - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
 - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that hospitality taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c)

A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

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

(Ord. No. 2005/9, § 6, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-537. - Management and use of hospitality tax.

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected;
- (b) Allocate the remaining balance through the county's annual budget process; except
- (c) County council may make emergency appropriations as provided in 2020 Ordinance number 2020/46 by approval of a resolution.

(Ord. No. 2005/9, § 7, 3-28-2005; Ord. No. 2020/46, § 3, 10-26-2020)

Sec. 66-538. - Applicability and effective date.

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

(Ord. No. 2009/35, 10-12-2009)

Sec. 66-539. - Severability.

If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/35] without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this article or any provision thereof is held by a court of competent jurisdiction to be

Item 11.

inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

(Ord. No. 2009/35, 10-12-2009.)

Sec. 66-41. - Authority.

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

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

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

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

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

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

- (a)

Payment of the local accommodations tax established herein shall be the liability of the consumer of the services described herein. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.

- (b) The county shall provide a local accommodations tax return, which shall be utilized by the provider of the services to calculate the amount of local accommodation taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time the return is required to be filed as provided below.

Real estate agents, brokers, corporations, or listing services required to remit taxes under this article must notify the county if rental property, previously listed by them, is dropped from their listings. The notice shall be on a form provided by the county.

- (c) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
- (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
 - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e) Deposits into "The County of Beaufort, South Carolina, Local Accommodations Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

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

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

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) Cultural, recreational, or historic facilities;
 - (3) River/beach access and renourishment;
 - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
 - (5) Advertisements and promotions related to tourism development;
 - (6) Water and sewer infrastructure to serve tourism-related demand; and
 - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
 - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina, except for expenditures following an emergency as provided in Ordinance 2020/46, which may be authorized by approval of a resolution.

(Ord. No. 2002-11, § 4, 3-11-2002; Ord. No. 2005/10, § 4, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2020/46, § 2, 10-26-2020.)

Sec. 66-45. - Inspections and audits.

- (a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.
- (b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the

costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

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

Sec. 66-46. - Violations and penalty.

(a) It shall be a violation of this chapter to:

- (1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.
- (2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
- (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
- (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.

(b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.

(c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

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

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

2009)

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

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

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.
- (b) Allocate \$350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:
 - (1) One hundred fifty thousand dollars shall be allocated to the Greater Beaufort-Port Royal Convention and Visitors Bureau for advertising, promotion and events to increase tourism within the county.
 - (2) One hundred fifty thousand dollars shall be allocated to the Hilton Head - Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
 - (3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
 - (4) Funds shall be distributed to the designated organizations on a quarterly basis no later than 30 days after the end of the quarter.
 - (5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- (c) Allocate the remaining balance of collections as follows:
 - (1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs;
 - (2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));
 - (3) Sixty percent for tourism-related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water

and sewer infrastructure to serve tourism-related demand (subsection 66-44(a) (6); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as referenced above (subsection 66-44(a)(7)); and for all other proper purposes (subsection 66-44(a)(8)).

(d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county.

(e) Any changes to this section of the code shall go into effect after July 1, 2009.

(Ord. No. 2002-11, § 7, 3-11-2002; Ord. No. 2005/10, § 7, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2018/22, 6-11-2018.)

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

(a) This division shall become effective on October 12, 2009.

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

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

Sec. 66-49. - Severability.

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

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

Sec. 66-50. - Reserved.

ORDINANCE NO. 2021/ ____

AN ORDINANCE TO APPROPRIATE GRANT AWARDS TO LOCAL ENTITIES FROM THE COUNTY'S LOCAL (3%) ACCOMMODATIONS TAX AND LOCAL HOSPITALITY TAX COLLECTIONS FOR THE YEAR ENDING JUNE 30, 2021.

WHEREAS, Beaufort County Council ("County Council") is authorized to utilize Local Accommodations Tax ("Local A-Tax") Funds for limited tourism-based purposes described in Beaufort County Code Ordinance Sec. 66-44; and

WHEREAS, Beaufort County Ordinance Sec. 66-534 describes permitted uses of the hospitality tax fund

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states "authorization to utilize any funds from the 'County of Beaufort, South Carolina, Local Accommodations Tax Account' shall be by ordinance duly adopted by the County Council; and

WHEREAS, Section 66-534(b) states "authorization to utilize any funds from the "County of Beaufort, South Carolina Hospitality Tax Account," shall be by ordinance duly adopted by the county council; and

WHEREAS, Beaufort County started the Local Accommodation Tax and Local Hospitality Tax application process in September of 2020, with the closing of applications on December 31, 2020. The applications were reviewed by the Local Accommodation Tax and Local Hospitality Tax Committee for compliance with the Local Statutes and their individual need and merit; 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 Local Accommodations Tax Funds and Hospitality 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

Chronology:

Third and Final Reading: _____

Public Hearing: _____

Second Reading: _____

First Reading: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Establishment of Rate Schedule for Solid Waste and Recycling Enterprise Fund
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Colin McAweeney – Tischler Bise Jared Fralix, P. E. ACA – Engineering (Time Needed for Item Discussion = 15 minutes)
ITEM BACKGROUND:
An Enterprise Fund Ordinance for Solid Waste and Recycling had 3 readings from County Council: 1 st Reading May 11, 2020; 2 nd Reading May 26, 2020 and 3 rd Reading June 8, 2020. Re: Ordinance 2020/19. Tischler Bise presented the Fee Study dated January 19, 2021. Unanimous approval vote but vote later postponed during the meeting per discussion of commercial improved properties and the decal system <i>Item approved by Public Facilities Committee March 15, 2021</i>
PROJECT / ITEM NARRATIVE:
Tischler Bise presented options for a fee associated with the Solid Waste and Recycling Enterprise Fund Ordinance. Report dated January 19, 2021. The fee should be established prior to February 2021 to go into effect for budget year FY22
FISCAL IMPACT:
The Ordinance and associated fee structure will take approximately 10 million dollars out of the current General Fund and Department operations will be supported by the new Enterprise Fund.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the Tischler Bise Solid Waste and Recycling Enterprise Fund Rate Study
OPTIONS FOR COUNCIL MOTION:
Motion to approve the Tischler Bise Enterprise Fund Rate Study. Motion to deny the Tischler Bise Enterprise Fund Rate Study.

Solid Waste Enterprise Fee

Item 12.

Beaufort County, SC
January 19th, 2021



TischlerBise
FISCAL | ECONOMIC | PLANNING

Solid Waste Fee Study

- Solid Waste Fee Cost Components
 - Personnel costs
 - Operating costs
 - Operating reserves
 - Capital needs
 - Growth & inflationary factors

Solid Waste Fee Study

- Personnel and operating costs include current budgeted amounts and additional needs for enterprise fund operations

Solid Waste Personnel Costs	FY2021
Current Direct Personnel Costs	\$1,507,000
Additional Direct Personnel Needed	\$448,000
Solid Waste Personnel Costs	\$1,955,000

Solid Waste Operating Costs	FY2021
Current Non-Personnel Operating Costs	\$7,793,000
Indirect Overhead Costs	\$559,000
Solid Waste Non-Personnel Operating Costs	\$8,352,000

Solid Waste Operating Costs	FY2021
Total Solid Waste Annual Operating Cost	\$10,307,000

Solid Waste Fee Study

- Operating reserve
 - 90 days of operating budget (25%)
 - For comparison, Beaufort County General Fund policy (30%)

Beaufort County	FY2021
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000

Solid Waste Fee Study

- Capital Needs
 - \$2M annually
 - Will increase annually with construction costs

Beaufort County	FY2021
Solid Waste Capital Needs	\$2,000,000

Solid Waste Fee Study

- Cost Projections
 - Housing growth and inflation included to ensure fee doesn't requiring adjusting for 5 years

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

	<i>Inflation</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Personnel Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Operating Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Capital Facility Project Needs (Based on Solid Waste staff estimates)		4.0%	4.0%	4.0%	4.0%
Housing Growth (Beaufort County TAZ database)		1.9%	1.9%	1.8%	1.8%

Solid Waste Fee Study

- Single-Tiered Fee Structure Option
- Countywide Fee
 - \$14/month, \$169/year

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

Solid Waste Fee Study

- Revenue Projections
- Fee per unit is applied to housing growth
- 100% cost recovery

5-Year Total Costs	\$80,938,000
---------------------------	---------------------

Year	Households	Revenue \$169
2021	92,266	\$15,600,000
2022	94,018	\$15,897,000
2023	95,771	\$16,193,000
2024	97,523	\$16,489,000
2025	99,275	\$16,785,000

Total Revenue	\$80,964,000	
Total Cost	\$80,938,000	
Difference	\$26,000	0.0%

Solid Waste Fee Study

- Comparison to other Solid Waste fees
 - Comparables **own their landfill**
 - Beaufort County is paying a private landfill in Jasper County
- A charge by weight is another common fee structure
 - However, fixed fees are more reliable for future cash flow projections and more convenient for users

Solid Waste Districts	Monthly Fee per Household
Solid Waste Authority of Palm Beach County [1]	\$15
Beaufort County - Proposed	\$14
Three Rivers Solid Waste Authority [2]	\$12

Note: The comparable districts own their own landfill, Beaufort County is paying a private landfill in Jasper County.

[1] Palm Beach, FL

[2] Nine counties in South Carolina in the Upper and Lower Savannah River Council of Counties

Solid Waste Fee Study

- Two-Tiered Fee Structure Option
 1. A fee for disposal and capital improvements
 - Countywide
 2. A fee for convenient center operations
 - Excludes City of Beaufort, Town of Port Royal, and Town of Bluffton

Beaufort County Solid Waste Enterprise Fee	
Countywide Disposal and Capital Budget	\$13,795,000
Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$12.00

Note: The annual cost per housing unit is \$144

Beaufort County Solid Waste Enterprise Fee	
Convenience Center Operations	\$3,002,000
Housing Total excluding Municipalities [1]	77,968
Cost per Housing Unit/Month	\$3.21

[1] City of Beaufort, Town of Port Royal, and Town of Bluffton

Note: The annual cost per housing unit is \$39

Under this option,

- Residents of Beaufort, Port Royal, and Bluffton would be \$12/month
- All other residents would be \$15.21/month (\$12 + \$3.21)

Comments/Questions



Solid Waste Enterprise Fee Study

Prepared for:
Beaufort County, South Carolina

March 19, 2021

Prepared by:



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TABLE OF CONTENTS

EXECUTIVE SUMMARY	3
ENTERPRISE FEE COST-RECOVERY OPTIONS	3
ENTERPRISE FEE CALCULATION	4
Figure 1. General Calculation of Beaufort County Enterprise Fees	4
Cost Components.....	4
Figure 2. Solid Waste Cost Component Projections	4
Solid Waste Enterprise Fee	4
Figure 3. Solid Waste Enterprise Fee per Month.....	4
BEAUFORT COUNTY ENTERPRISE FEE ANALYSIS	5
Figure 4. General Calculation of Beaufort County Enterprise Fees	5
COST COMPONENT ANALYSIS	5
Direct Personnel Costs	5
Figure 5. Direct Personnel Costs.....	5
Operating and Indirect Overhead Costs	5
Figure 6. Operating and Indirect Overhead Costs	6
Operating Reserve	6
Figure 7. Operating Reserve	6
Capital Needs	6
Annual Costs with Growth and Inflation Projections.....	7
Figure 8. Annual Costs with Growth and Inflation Projections.....	7
BEAUFORT COUNTY SOLID WASTE ENTERPRISE FUND FEE	8
Figure 9. Beaufort County Solid Waste Enterprise Fund Fee	8
REVENUE ESTIMATES AND COST RECOVERY.....	9
Figure 10. Projected Revenue from Proposed Fee	9

EXECUTIVE SUMMARY

The Beaufort County initiated a fee study with TischlerBise in an effort to understand the full cost of providing **solid waste services and future capital improvements**. The County is exploring the possibilities of providing solid waste services through an enterprise fund and would need a fee structure to fully support operations. The results of this study will help inform cost-recovery policy decisions. The fees shown in the body of this report assume **100 percent cost-recovery** of operating and capital costs.

There are six other cost components included in the analysis:

1. Direct personnel costs
2. Operating costs
3. Indirect overhead costs
4. Operating reserves
5. Capital needs
6. Growth and inflation

The last component ensures that a growing customer base and costs are included in the fee. As a result, the fee does not need to be updated for the next five years.

The solid waste enterprise system is only available to households. Currently, commercial and industrial users are not served by the County's solid waste services and the enterprise fund does not anticipate serving any development besides residential in the future, with a few exceptions. As such, the costs and demand projections in the analysis include only residential land uses. Additionally, the housing estimates have been provided by the Beaufort County Assessor's Office and the study assumes the administering of the user fee will be consistent with the Assessor's definition of residential land uses.

The County may allow for exceptions and allow properties that are labeled commercial, but which are used for housing to enter into the enterprise solid waste system. It is the County's responsibility to establish a protocol and threshold for the exception. The study's resulting fee is an approximation of the average demand from a household, so this exception policy will not alter the user fee.

Enterprise Fee Cost-Recovery Options

The analysis has been developed to calculate the full cost of each component. In other words, if adopted, Beaufort County would be recouping the entire cost to operate the Solid Waste Enterprise Fund without other funding. However, Beaufort County is able to adopt a fee at a lower cost-recovery level. A lesser amount adopted would necessitate a subsidy from another revenue source to fully fund the solid waste services and capital needs.

Enterprise Fee Calculation

The fee calculation is illustrated below. In summary, the average total annual budget over the next five years is divided by the average housing total.

Figure 1. General Calculation of Beaufort County Enterprise Fees



Cost Components

In Figure 2, the cost components are projected over the next five years. The projections include inflation for personnel costs, operating costs, construction costs, and housing growth in Beaufort County. Furthermore, the operating reserve has been set to the industry standard of 90-days, or 25 percent, of the department’s personnel and operating costs. Lastly, there is an annually need of \$2 million for capital costs.

Figure 2. Solid Waste Cost Component Projections

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

Solid Waste Enterprise Fee

Overall, there is an average annual budget of \$16,188,000 and an estimated 95,771 housing units in Beaufort County. As a result, the full cost recovery fee is \$169 per year, or \$14.09 per month.

Figure 3. Solid Waste Enterprise Fee per Month

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Stock	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

BEAUFORT COUNTY ENTERPRISE FEE ANALYSIS

The general fee calculation is illustrated below. In summary, the average total annual budget over the next five years is divided by the average housing total. This chapter begins by describing the cost components to the annual budget.

Figure 4. General Calculation of Beaufort County Enterprise Fees



Cost Component Analysis

The following section details the six cost components:

1. Direct personnel costs
2. Operating costs
3. Indirect overhead costs
4. Operating reserves
5. Capital needs
6. Growth and inflation

Direct Personnel Costs

Listed in Figure 5, there is currently \$1,507,000 of personnel costs for solid waste services. It is estimated that if the department were to enter into an enterprise fund there would be an additional \$448,000 in direct personnel costs. As a result, for FY2021, the direct personnel costs total \$1,955,000.

Figure 5. Direct Personnel Costs

Solid Waste Personnel Costs	FY2021
Current Direct Personnel Costs	\$1,507,000
Additional Direct Personnel Needed	\$448,000
Solid Waste Personnel Costs	\$1,955,000

Operating and Indirect Overhead Costs

Listed in Figure 6, the current operating cost in the Solid Waste Department is \$7,793,000. Furthermore, there is an estimated \$559,000 costs in indirect overhead cost. These overhead costs represent solid waste operational tasks that are performed by other Beaufort County departments (such as County Attorney, Finance, Records) which will need to be paid for by the enterprise fund. These costs total \$8,352,000 in FY2021.

Figure 6. Operating and Indirect Overhead Costs

Solid Waste Operating Costs	FY2021
Current Operating Costs	\$7,793,000
Indirect Overhead Costs	\$559,000
Solid Waste Operating Costs	\$8,352,000

Operating Reserve

Shown in Figure 7, a 90-day operating reserve is recommended for the Solid Waste Enterprise Fund. A reserve for three months is industry standard. For comparison, Beaufort County’s General Fund Balance Policy is a 30 percent of operating reserve in the General Fund. The recommended 90-day reserve is 25 percent of the operating budget, which results in \$2,541,000 in the FY2021 budget.

Figure 7. Operating Reserve

Beaufort County Solid Waste Enterprise Fund	Percent of Annual Budget	FY2021 Budget
90-Day Operation Reserve	25%	\$2,541,000

Capital Needs

According to the Solid Waste staff, there is an annually need for \$2,000,000 in capital improvements. This will be adjusted annually for the growing construction costs.

Annual Costs with Growth and Inflation Projections

The cost components are summed in Figure 8 for a total of \$14,848,000. To ensure the fee does not need to be updated for the next five years, housing growth and inflation is included in the projections below. Based on industry leader, Engineering News-Record, construction labor costs have increased by an average of 2.5 percent over the last five years. Based on Solid Waste staff estimates, there will be an increase of 4 percent annually for construction costs. Lastly, Beaufort County housing stock is projected to increase by nearly 2 percent annually.

Personnel and operating costs are projected based on labor cost increase and the increase in housing, which represents an increase in solid waste customer base. The capital needs are projected based on the estimated increase in construction costs. As a result, by 2025 the annual budget is projected to be \$17,574,000.

Figure 8. Annual Costs with Growth and Inflation Projections

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

	<i>Inflation</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Personnel Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Operating Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Capital Facility Project Needs (Based on Solid Waste staff estimates)		4.0%	4.0%	4.0%	4.0%
Housing Growth (Beaufort County TAZ database)		1.9%	1.9%	1.8%	1.8%

Beaufort County Solid Waste Enterprise Fund Fee

To find the necessary fee to offset all projected costs, the average annual budget is divided by the average housing total. Over the next five years, the budget averages \$16,188,000 and the housing stock totals 95,771. As a result, the fee per year is \$169, or \$14.09 per month ($\$16,188,000 \text{ annual budget} / 95,771 \text{ households} = \169 per year).

Figure 9. Beaufort County Solid Waste Enterprise Fund Fee

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Stock	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

REVENUE ESTIMATES AND COST RECOVERY

Over the next five years, there is a total cost of \$80,938,000 for solid waste services and capital projects. The revenues from the enterprise fee to offset those costs are projected by applying the proposed fee to the housing stock in the County over the next five years. There is a projected revenue of \$80,964,000. Thus, the fee is able to mitigate all estimated costs (the slight difference in projected revenue and cost is from rounding in calculations).

Figure 10. Projected Revenue from Proposed Fee

5-Year Total Costs		\$80,938,000
Year	Households	Revenue \$169
2021	92,266	\$15,600,000
2022	94,018	\$15,897,000
2023	95,771	\$16,193,000
2024	97,523	\$16,489,000
2025	99,275	\$16,785,000
Total Revenue		\$80,964,000
Total Cost		\$80,938,000
Difference		\$26,000

Ordinance 2021/____

AN ORDINANCE TO ESTABLISH THE INITIAL RESIDENTIAL SOLID WASTE FEE AS A UNIFORM SERVICE CHARGE FOR THE SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR BEAUFORT COUNTY TO FUND THE PLANNING, DESIGNING, CONSTRUCTING, AND MAINTAINING SOLID WASTE AND RECYLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (the "County") has been granted authority by the South Carolina General Assembly, in accordance with the constitution and laws of the State of South Carolina (the "State"), "to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." S.C. Code Ann. § 4-9-25; and

WHEREAS, in addition to the general powers described above, S.C. Code Ann. § 44-55-1210 provides that the County has express authority to determine "by ordinance or resolution ... that the county shall engage in the collection and disposal of solid waste" and to levy service charges "against persons for whom collection services are provided whether such services are performed by the county, a municipality or a private agency"; and

WHEREAS, the solid waste services of the County are currently funded as part of the general fund of the County from ad valorem property taxes; and

WHEREAS, the County has determined that in order to most effectively meet its responsibilities under State law and to ensure adequate and equitable funding for its solid waste and recycling services, that the County formed a solid waste and recycling enterprise system, and by this ordinance will impose solid waste and recycling user fees, and establish a special solid waste and recycling enterprise fund to provide for the operations and capital needs of the solid waste enterprise system; and

WHEREAS, the user fees will be imposed solely on residential units as the operations of the solid waste and recycling enterprise system benefit the residents thereof through the collection and disposal of solid waste and recycling and will not be imposed on commercial or industrial properties as such operations do not directly benefit commercial or industrial users through the provision of service thereto; and

WHEREAS, the County finds that the uniform service charges contemplated hereby comply with *Brown v. Horry County*, 308 S.C. 180 (I 992), as the fee will (1) allow for the improvement and maintenance of the County's solid waste and recycling programs which will directly benefit the payor through the availability of such programs and the resulting positive externalities associated with improved sanitation, (2) the proceeds of the fee shall be restricted to

the solid waste and recycling programs, (3) the fee will be set annually in an amount or amounts that will not exceed the cost of operation and maintenance, capital improvements, and debt service associated with the solid waste and recycling enterprise system, and (4) the fee will be uniformly imposed on the class of payors; and

WHEREAS, pursuant to Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, in order to impose solid waste user fees, the Beaufort County Council, as the governing body of the County (the "County Council"), must hold a public hearing on the imposition of the fee, make a recitation (by the terms of this Ordinance) that the services to be paid by the fee were previously paid with property taxes and must approve this ordinance by positive majority vote of the County Council; and, to the extent that the revenue generated from the solid waste fees are anticipated to comprise more than five percent of the County's budget for the immediately prior fiscal year, all such fee revenues shall be deposited to a separate fund from the County's general fund; and

WHEREAS, the segregation of revenues into a solid waste and recycling enterprise fund shall facilitate future investments in the system should the County avail itself of the authority granted in the Revenue Bond Act for Utilities, as codified at S.C. Code Ann. §§ 6-21-10 et seq.; and

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council enacted ordinance 2020/19 (the "Ordinance") to impose solid waste fees, and establish the solid waste and recycling enterprise fund, *inter alia*, as provided therein; and

WHEREAS, the Ordinance contemplated that a residential solid waste fee in the form of a uniform service charge (the "User Fee") would be initially imposed by ordinance (section 62-6) and thereafter adjusted either in the annual budget ordinance or in a standalone ordinance; and

WHEREAS, the County commissioned a user fee study, conducted by the firm TischlerBise to recommend the initial residential solid waste User Fee; and

WHEREAS, TischlerBise delivered a report dated January 19, 2021 (the "Report"), incorporated herein by reference, which recommended a User Fee as set forth below;

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

Section 1. Recitals incorporated by reference. The recitals stated above are incorporated by reference as if fully restated herein.

Section 2 Solid Waste User Fee levied.

There shall be an annual fee of One Hundred Sixty Nine Dollars (\$169.00) per dwelling unit assessed upon properties in the county, both in the incorporated and unincorporated areas. "Dwelling Unit" shall be as defined in Section 62-3 of the Beaufort County Code, and as determined by the County Assessor pursuant to applicable laws, rules and regulations. County council authorizes the County Administrator to establish a policy to make minor adjustments in consideration of the applicability of "Dwelling Unit" in the case of duplex, triplex or similar small multi-unit complexes.

Section 3. - Solid waste User Fee billing, delinquencies and collections.

(a) Method of billing. The residential solid waste User Fee shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the county treasurer, pursuant to state law. The notice shall notify the customer of the amount of the bill, the date the fee is due (January 15), and the date when past due (March 17 - see Title 12, Section 45-180 of the South Carolina State Code). Failure to receive a bill is not justification for non-payment. Regardless of the party to whom the bill is initially directed, the owner of each Dwelling Unit shall be ultimately obligated to pay such fees and any associated fines or penalties, including, but not limited to, interest on delinquent service fees. If a customer is under-billed or if no bill is sent for a particular property, Beaufort County may retroactively bill for a period of up to one-year, but shall not assess penalties for any delinquency during that previous unbilled period.

(b) Declaration of delinquency. A solid waste User Fee shall be declared delinquent if not paid within 60 days of the date of billing or upon the date (March 17) of delinquency of the annual property tax billing if the solid waste User Fee is placed upon the annual property tax billing or enclosed with or attached to the annual property tax billing. Delinquent assessments shall be collected and executed in accordance with the penalties and procedures set forth at Section 12-45-180 of the Code of Laws of South Carolina 1976, as amended

Section 4. Effective Date.

This ordinance shall take effect upon approval following third reading. The initial residential solid waste User Fee shall be included upon the tax bills to be issued in the fall of 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Chronology:

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion of the possible uses of fund balance from 2020.</i>
MEETING NAME AND DATE:
Finance Committee 03/15/2021
PRESENTER INFORMATION:
<i>Whitney Richland 20 Minutes</i>
ITEM BACKGROUND:
<i>As a result of the 2020 audit there is an addition to fund balance of approximately \$11million. The Chief Financial Officer would like to discuss possible uses of the available fund balance.</i>
PROJECT / ITEM NARRATIVE:
The bond refunding has been discussed with the Finance Committee, and County Council has approved the Ordinance with the third reading on 02/22/2021. The Chief Financial Officer would like to use approximately \$5 million of the 2020 additional fund balance to refund one of the bonds previously discussed in the refunding. The cost savings over the life of the refunded bond would be approximately \$5 million.
FISCAL IMPACT:
<i>By using the additional fund balance in 2020 to refund one of the bonds, it would save Beaufort County an estimated \$5 million in costs over the life of the bond.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the Finance Committee recommend that County Council use \$5 million in fund balance to refund bonds.
OPTIONS FOR COUNCIL MOTION:
<i>Finance Committee can approve or deny this motion. Move to Council in the form of an Ordinance for First Reading on March 22, 2021.</i>

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CASH DEFEASANCE AND REDEMPTION OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012E ISSUED ON OCTOBER 11, 2012, BY BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, pursuant to Ordinance No. 2012/3 duly enacted on February 27, 2012, by the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), the County issued its \$6,000,000 General Obligation Bond, Series 2012E dated October 11, 2012 (the "Bond"). The Bond is currently outstanding in the principal amount of approximately \$5,400,000; and

WHEREAS, the Bond provides that:

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

WHEREAS, the County's senior staff has informed the County Council that it is fiscally advantageous to defease and redeem the Bond and by doing so, the County could realize a significant savings in interest costs over the life of the Bond.

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

1. The County Council hereby approves the cash defeasance and redemption of the Bond from legally-available funds of the County.

2. The County Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance and redemption.

Enacted this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

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

Beaufort County, South Carolina
 Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
GENERAL FUND		
Sheriff's Department		
Six Dodge Durangos	194,574	-
Geo Validation Upgrade	10,920	-
Install Two transfer switches for Shelter for emergencies	10,823	-
Four Computers	8,638	-
DNA Lab Expansion	461,176	25,027
DNA processing	5,000	-
Total Sheriff's Department	691,131	25,027
Public Works		
Repairing boat ramp Daufuskie Island	11,586	-
Repairing boat ramp Grays Hill	12,725	-
Bluffton Sound Wall	4,800	-
Broad River Blvd sidewalk repair	18,759	18,759
Total Public Works	47,870	18,759
Roads & Drainage		
Glass Crusher Shed	2,129	-
Repairing boat ramp Sands/ Sam's Point	7,475	-
Total Roads & Drainage	9,604	-
Mosquito Control		
Mosquito Control hanger heaters	21,214	21,214
Total Mosquito Control	21,214	21,214
Parks & Recreation		
2020 F250	28,579	-
Tennis or Pickle Ball Courts	65,000	23,550
Total Parks & Recreation	93,579	23,550
Animal Services		
Van for Animal Services	30,000	-
Total Animal Services	30,000	-
Treasurer's Office - General Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-

Beaufort County, South Carolina
Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
Facilities Maintenance		
278 Landscaping	13,112	2,384
BW lighting	1,587	-
Install doors Lind Brown Center	3,332	-
Administration Roof Repair	4,799	3,330
Wetland delineation Camp St. Mary's	400	-
Survey Camp St. Mary's	930	-
Hilton Head Island Library roof repair	1,928	-
LEC Generator	72,283	-
Detention Center Water Heater	127,196	-
Detention Center Roof Top Unit	11,687	11,687
Detention Center Kitchen Hood	1,890	-
Detention Center Cooler/Freezer	4,051	-
Detention Center Generator	157,511	-
Pools Architecture & Engineering	23,750	-
Architecture & Engineering new building	9,372	-
Total Facilities Maintenance	433,829	17,401
 Total Budget Amendment for General Fund	1,339,836	105,951
 SPECIAL REVENUE FUND		
Treasurer's Office - Special Revenue Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-
 STORMWATER PROPRIETARY FUND		
Stormwater		
Engineering service outfall erosion issues	3,320	-
Stormwater retention pond	20,550	20,550
Design & construct a regional stormwater best	22,764	22,764
Oak Marsh Plantation Drainage Improvements	6,725	-
Pine Tree & Water Oak Tree Removed & Dismantled	2,000	-
Remove & Install Drainage Pipe	2,800	-
Light bar install	2,053	-
International HX620 6x4 Dump Truck	164,779	-
International HX620 6x4 Dump Truck	164,779	-
Brewer Memorial Park BMP Demonstration	43,106	-
Sub watershed Regional Detention Center	265,806	163,713
Study & investigate to evaluate the current condition & capacity of the Stormwater Drainage Facilities	54,250	-
Total Stormwater	752,931	207,027
 Total	2,105,378	312,978



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>A Resolution authorizing the Interim County Administrator to enter into an agreement to grant exclusive and nonexclusive parking rights over the County Parcel for the benefit of the Myrtle Park Parcel and the County Parcel, all as more particularly set forth in the document entitled: "ACCESS AND PARKING AGREEMENT."</i>
MEETING NAME AND DATE:
County Council March 22 nd , 2021
PRESENTER INFORMATION:
<i>Eric Greenway, Interim County Administrator 15 min.</i>
ITEM BACKGROUND:
No previous action- Previous Administrator signed an agreement that did not fully benefit the developer because it did not satisfy the CDC.
PROJECT / ITEM NARRATIVE:
<p>Beaufort County will grant to Myrtle Park, as the owner of the Myrtle Park Parcel, a perpetual, non-exclusive easement over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and an exclusive easement for parking of residential vehicles (including pick-up trucks and residential sized vans) on 47 Myrtle Park Parking Spaces located in the Beaufort County Office Building Property.</p> <p>Subject to the following Conditions:</p> <p>Parking shall be authorized in those available spaces on the County Parcel other than the Myrtle Park Parking Spaces (the "County Parking Spaces"), provided that the County Parking Spaces shall at all times remain as parking spaces open to the public on a first come first served basis.</p> <p>Parking shall not be used for the storage of any kind, particularly, but not limited to any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them.</p> <p>The Myrtle Park Parking Spaces may only be utilized by Myrtle Park and its Invitees (as identified below).</p> <p>The Community Development Code requires this shared parking agreement to be worded in this manner and recorded in order for the Zoning Division to be able to permit the developer to count the adjacent spaces, located on the county property, toward his parking allocation as required by the CDC.</p>
FISCAL IMPACT:
<i>\$0.00</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the agreement be approved.

OPTIONS FOR COUNCIL MOTION:

Motion to approve the Resolution authorizing the Interim County Administrator to enter into an agreement to grant exclusive and nonexclusive parking rights over the County Parcel for the benefit of the Myrtle Park Parcel and the County Parcel, all as more particularly set forth in the document entitled: "ACCESS AND PARKING AGREEMENT."

Motion to deny the Resolution authorizing the Interim County Administrator to enter into an agreement to grant exclusive and nonexclusive parking rights over the County Parcel for the benefit of the Myrtle Park Parcel and the County Parcel, all as more particularly set forth in the document entitled: "ACCESS AND PARKING AGREEMENT."

ACCESS AND PARKING
AGREEMENT

THIS ACCESS AND PARKING AGREEMENT (the “Agreement”) is made this __ day of _____, 2020, by and between **CSD MYRTLE PARK, LLC**, a Georgia non-profit corporation (hereinafter referred to as “Myrtle Park”), and **BEAUFORT COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina, (“Beaufort County”).

RECITALS:

WHEREAS, Myrtle Park is owner of that property known as 7.714 Acres, Kittie’s Landing, Phase 2, Beaufort County, South Carolina and more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Myrtle Park Parcel”); and

WHEREAS, Beaufort County is the owner of that real property known as a portion of Parcel 6B, Myrtle Park, Beaufort County, South Carolina and more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “County Parcel”), a portion of which includes those 47 parking spaces cross-hatched on that plat attached hereto as **Exhibit “C”** attached hereto and made a part hereof by this reference (the Myrtle Park Parking Spaces”); and

WHEREAS, the parties have agreed to grant exclusive and nonexclusive parking rights over the County Parcel for the benefit of the Myrtle Park Parcel and the County Parcel, all as more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the benefits accruing to each of the Parcels from this agreement and other agreements created hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the meanings set forth below:

2. **Parcel or Parcels** shall mean the Myrtle Park Parcel and the County Parcel, either individually or collectively, as the context requires.
3. **Access and Parking Agreement**. Beaufort County, as the owner of the County Parcel, hereby grants to Myrtle Park, as the owner of the Myrtle Park Parcel, a perpetual, non-exclusive easement over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and an exclusive easement for parking of residential vehicles (including pick-up trucks and residential sized vans) in the Myrtle Park Parking Spaces, such easements being subject to the terms hereof. Parking shall be authorized in those available spaces on the County Parcel other than the Myrtle Park Parking Spaces (the “County Parking Spaces”), provided that the County Parking Spaces shall at all times remain as parking spaces open to the public on a first come first served basis. The County Parcel (which include the Myrtle Park Parking Spaces and the County Parking Spaces) shall not be used for the storage of any kind, particularly, but not limited to any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them. The Myrtle Park Parking Spaces may only be utilized by Myrtle Park and its Invitees (as identified below).
4. **Use Restrictions**. The Myrtle Park Parcel shall not be used for any purpose that includes drive thru facilities, gas stations and lodging. Myrtle Park acknowledges that the Myrtle Park Parcel, together with the Myrtle Park Parking Spaces, is planned with adequate parking spaces for uses such as professional office, warehouse and flex space, and that if the Myrtle Park Parcel contains uses with higher parking requirements, the number of parking spaces might not comply with the County’s parking requirements. In such case, the County will deny occupancy permits for uses that would cause the Myrtle Park Parcel to violate the County’s parking requirements, and Myrtle Park releases the County from any liabilities associated therewith.
5. **Compliance with Americans with Disabilities Act (the “ADA”)**. Myrtle Park shall be authorized to designate handicapped parking spaces within the Myrtle Park Parking Spaces and to construct a sidewalk to connect the building improvements on the Myrtle Park Parcel to the Myrtle Park Parking Spaces in order to comply with the ADA, Beaufort County regulations and other requirements. Any such improvements shall be subject to the reasonable approval of the appropriate County officials.
6. **Maintenance**. Beaufort County shall have the sole right and obligation to maintain the County Parcel in good operating order and repair, at its sole cost and expense. Notwithstanding the foregoing, if the County Parcel is damaged as the result of any action by Myrtle Park, including, but not limited to, any action of guests, invitees, employees, agents, or contractors of Myrtle Park or its tenants (the “Invitees”), Myrtle Park shall reimburse Beaufort County for its direct, out-of-pocket costs and expenses incurred to repair said damage. Beaufort County shall have no responsibility for any loss, accident, damage or injury to any persons, vehicles or otherwise on the County Property.
7. **Indemnity**. Myrtle Park, its successors and assigns, shall defend, indemnify, and hold harmless Beaufort County from all claims, losses, actions, proceedings and costs (including reasonable attorney’s fees actually incurred and court costs) resulting from any accident, injury,

loss or damage occurring to any person or to the property of any person arising out of or resulting from the exercise of the rights and privileges granted herein to Myrtle Park and the Invitees (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful act or omission of Beaufort County).

8. **Notice.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in one of the following manners: (i) in person; (ii) by fax with a communication result report confirming receipt; (iii) by e-mail with a delivery receipt (iii) nationally recognized overnight courier service with dated evidence of delivery; or (iv) in registered or certified form, postage prepaid, return receipt requested. Rejection or other refusal to accept shall constitute receipt.

9. **Miscellaneous/Term.** The benefits and obligations created hereunder shall create mutual benefits and servitudes running with the title to each Parcel. Subject to the terms above, each Party hereto shall use and enjoy all rights created hereunder and benefiting said party in such a manner so as to not unreasonably interfere with the other party's use, enjoyment and development of its respective Parcel. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, grantees and assigns. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed by all parties hereto. This Agreement shall be governed by and construed and interpreted under the laws of the State of South Carolina.

The Beaufort County Administrator, on behalf of Beaufort County, South Carolina, has executed this Access and Parking Agreement effective as of the date indicated below.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator
Attest: _____
Its: _____

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____, as _____ County Administrator of Beaufort County, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal this ____ day of _____, 2021.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

An authorized agent of Myrtle Park has executed this Access and Parking Agreement effective as of the date indicated below.

CSD MYRTLE PARK, LLC
a South Carolina limited liability company

By: _____

Its: _____

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____, as Manager of CDS Myrtle Park, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal this ____ day of _____, 2021.

_____(SEAL)
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT "A"**MYRTLE PARK PARCEL**

All that certain lot, tract or parcel of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina and more particularly described as follows: Being that parcel identified as "Portion of: DMP# R601-031-000-0033-0000, 336,026 sq. ft., 7.714 acres" on the plat entitled "Kittie's Landing Phase 2", prepared by Andrews & Burgess Inc., Job: 137031, drawn 12/5/13, revised 2/21/14, and filed in Plat Book 138 at page 90, Beaufort County, South Carolina records and bounded by Parcel 3B, Myrtle Plantation, Soperton Drive and Ann Smith Drive, the metes and bounds description of which is incorporated by reference to the recorded plat, and subject to the buggers, setbacks and easements shown on the recorded plat.

This is the same property conveyed from Kittie's Landing, LLC to Beaufort County, a political subdivision of the State of South Carolina, dated March 11, 2013, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

TMS# R600-031-000-1624-0000

EXHIBIT "B"**COUNTY PARCEL**

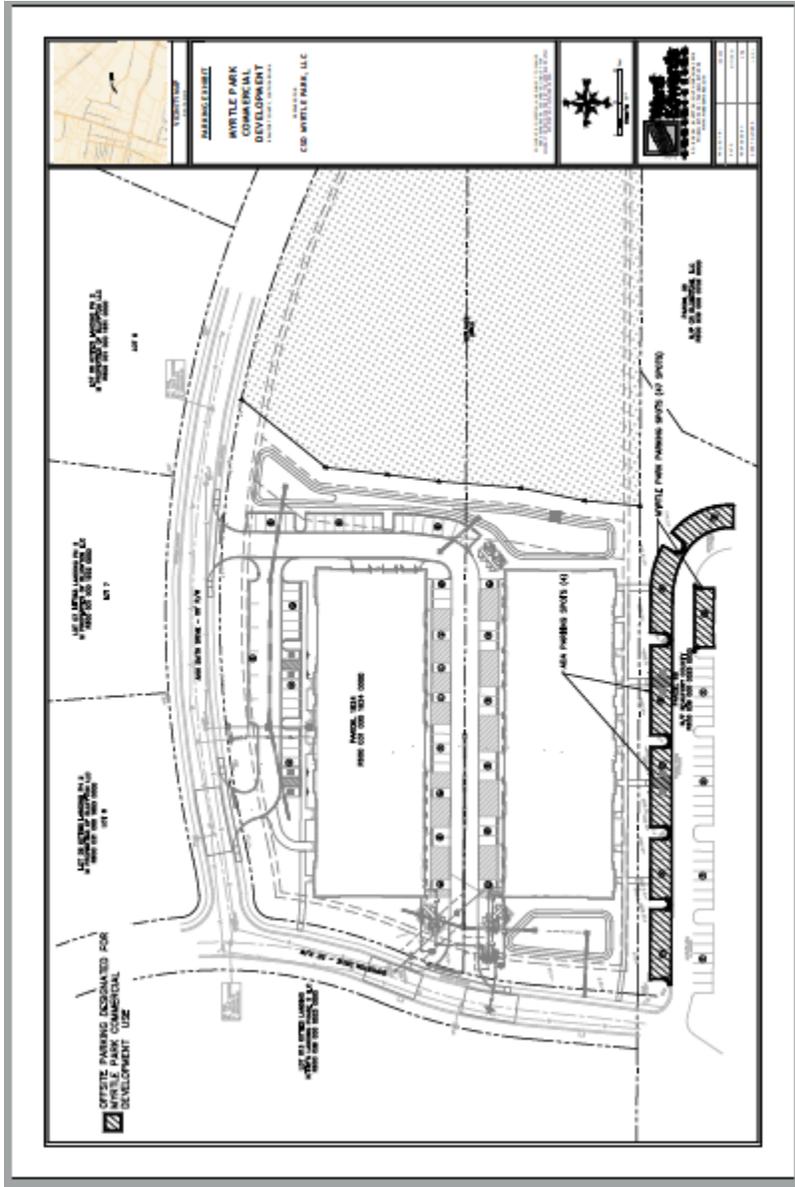
All that certain lot, piece or parcel of land situate, lying and being in Beaufort County, South Carolina, and being designed as Parcel 6B, containing 6.117 acres, more or less, as shown on the plat prepared for Beaufort County by Atlas Surveying & Mapping, Inc., William H. Gray, Jr., S.C.R.L.S. No. 22744, dated January 28, 2008 entitled "An As Built Survey of Parcel 6B, Tax Parcel No. R601-039-000-0525-0000, Bluffton, Beaufort County, South Carolina," which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 134, page 186.

Said property is the same property conveyed to Beaufort County by Limited Warranty Deed from Myrtle Plantation Partnership, LLC, dated June 19, 2012, and recorded in Deed Book 3152, page 484, Beaufort County, South Carolina records.

Tax Id: R601-039-000-0525-0000-00

EXHIBIT "C"

County Parcel – Myrtle Park Parking Spaces
(Only those spaces outlined below)



4815-7371-0560, v. 1

HSB 6215470 v.8



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
Pathways Public Meeting No. 1 Summary and Revised Recommendation
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (10 min)
ITEM BACKGROUND:
Beaufort County collaborated with NP Strategy, J.Bragg Consulting, Inc., and Infrastructure Consulting and Engineering, PLLC. to host the first Pathways Public Meeting virtually from October 19, 2020 through November 20, 2020. A summary and recommendation was presented to Public Facilities Committee on January 19, 2021. Due to discussion, the recommendation has been revised. <i>Item was approved at Public Facilities Committee on March 15, 2021.</i>
PROJECT / ITEM NARRATIVE:
139 total comments were received regarding the 14 priority pathways throughout Beaufort County. After reviewing all feedback received, a recommendation was provided to County staff from J.Bragg Consulting, Inc. on a proposed implementation plan. Staff plans to move forward with the recommendation as presented.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approve and implement the recommendation.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation by County staff and J.Bragg Consulting, Inc.

Beaufort County conducted a Virtual Pathways Public Meeting from October 19, 2020 through November 20, 2020 for 14 priority pathway locations involving 16 roadways. This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County; NP Strategy; J. Bragg Consulting, Inc.; and Infrastructure Consulting & Engineering, PLLC.

Meeting Summary:

Time Period: October 19, 2020 through November 20, 2020 – 30-day virtual meeting hosted on www.BeaufortCountyPenny.com

Advertisements:

- Press Release at start of meeting
- Postcard Mailers to properties within project corridor and surrounding area – approximately 4,200 sent
- Intermediate Press Release reminder – sent halfway through meeting

Public Comments: 139 total comments received and they were asked if they were “In Favor” of the project by answering “Yes” or “No” and if they were located near the project by also answering “Yes” or “No”. They could choose to submit a response to one, none, all, or a few pathways. Some chose to provide a response to all; others to only one location or a few. The following is a summary of the “In Favor” poll question responses:

Pathway Location ^(District)	Yes	No	Total	% Yes	Pathway Location ^(District)	Yes	No	Total	% Yes
Big Estate Rd ⁽¹⁾	21	16	37	57	Meridian Rd ⁽³⁾	41	13	54	76
Bluffton Pkwy ⁽⁹⁾	47	13	60	78	Middle Rd ⁽²⁾	30	11	41	73
Broad River Blvd and Riley Rd ⁽⁵⁾	24	12	36	67	Dr. Martin Luther King, Jr. Dr ⁽³⁾	24	11	35	69
Broad River Dr ⁽⁴⁾	29	12	41	71	Salem Road and Old Salem Rd ⁽⁵⁾	31	11	42	74
Burnt Church Rd ⁽⁹⁾	94	7	101	93	Ribaut Rd to Parris Island Gateway ⁽⁴⁾	37	10	47	79
Burton Hill Rd ⁽⁵⁾	31	9	40	78	Shad Ave and Ulmer Rd ⁽⁹⁾	36	10	46	78
Depot Rd ⁽⁴⁾	35	13	48	73	Stuart Point Rd ⁽¹⁾	20	14	34	59

They were also provided the opportunity to submit a written comment and these are summarized for each pathway within this document. Highlights from the written comments are:

- Burnt Church Rd pathway received an overwhelming response for it to be completed.
- Suggestions were made for sidewalks/pathways for other locations not included in the Pathways project referendum list or other projects such as:
 - US 21 between Whale Branch Bridge and Washington Farm Rd in Lobeco/Seabrook
 - Sawmill Creek Rd



- Pritchard Rd
- Euhaw St between Bay St and North St – repair/replace existing sidewalks
- Pave Shell Point dirt roads
- Maintenance for existing sidewalks
- Little Capers Rd
- Malphrus Rd
- Bladen Dr, Charles St, Carteret St, and baby Boundary St – Bicycle accommodations with signs and/or striping
- Golf Cart “friendly” areas
- Safety - Several comments were made to keep a path/sidewalk on one side and not cross the street.
- Other comments included extending limits, or if a roadway had improvements on both sides, limiting the improvements to one side only.
- Alljoy Rd, which is included in the referendum list but was not included as one of the 14 priority locations, was mentioned frequently and thus an Alljoy Rd Comments Section is included at the end of the comment summary.

Recommendations:

Based on the comments received, preliminary services performed for the 14 priority locations, other funding sources, locations with Council Districts, the following is recommended for implementation in the following order with Burnt Church Rd re-assigned to incorporate it with the widening project:

- Burnt Church Rd ⁽⁹⁾: It received the highest poll question number with significantly more in favor of than opposed. Likewise, multiple comments were submitted as shown in the comment summary. Since Burnt Church Rd has also been recommended for improvement from a 2-lane facility to a 3-lane facility, it is recommended to include the pathway project as part of the widening project and not design and construct it separately as the pathway is dependent upon the design for the roadway widening. The widening and pathway project will be prioritized with County Impact Fees funding source and a RFQ is being developed for advertisement Spring 2021. A USACE nationwide permit would be required for the pathway. A permit would be required for the overall improvements. Preliminary Estimate = \$1 M
- Depot Rd ⁽⁴⁾: No USACE permit is anticipated and it is assumed a new 10-ft path will remain within present R/W with only new R/W from 1 or 2 tracts. This is incorporated with the Spanish Moss Trail and it has received additional funds. The City of Beaufort obtained a \$200,000 CDBG along with a 3rd party contribution (PATH Foundation/Kaizen Collaborative) of \$150,000 with the County contributing \$375,000 Sales Tax funding. Total investment/funding = \$725,000.
- Bluffton Pkwy ⁽⁹⁾: This pathway should proceed. It had the next highest total comments with significantly more in favor of responses. It is also completes the remaining section near the roundabout at Bluffton Rd and eliminates a bicyclist/pedestrian from having to cross at Soperton Dr thereby improving safety. No USACE permit is required. R/W is needed from 1 tract. Preliminary Estimate = \$250,000
- Ribaut Rd to Parris Island Gateway ⁽⁴⁾: The 5’ sidewalk from Lenora Dr to the existing sidewalk near Rahn Ln should be constructed as it provides connectivity to Lenora Park. The proposed 8’ shared-use path on the opposite side should be incorporated as part of the Spanish Moss Trail extension for this area. The 8’ path





should also consider the proposed improvements across the bridge, through the interchange for Parris Island, and connection to the existing sidewalks at Midtown Dr/Wrights Point Ln intersection. No USACE permit is required for the sidewalk. New R/W will be required. Preliminary Estimate = \$750,000 (sidewalk only)

- Alljoy Rd ⁽⁹⁾ in place of Shad Ave and Ulmer Rd ⁽⁹⁾: Although Shad Ave and Ulmer Rd received considerable comments, significant comments were received for the construction of Alljoy Rd and it is recommended to swap Alljoy Rd for Shad Ave and Ulmer Rd. A USACE nationwide/individual permit is required on Ulmer Rd; USACE nationwide is required on Alljoy Rd. Preliminary Estimate = \$2M for Shad Ave and Ulmer Rd, by replacing with Alljoy Rd, Preliminary Estimate = \$750,000. Also, no new R/W is anticipated on Alljoy Rd; both Shad Ave and Ulmer Rd require new R/W.
- Salem Rd ⁽⁵⁾: Salem Rd, along with Burton Hill Rd and Old Salem Rd had considerable comments. Salem Rd is recommended to be constructed as it would provide connectivity to shopping areas, neighborhoods, and the Spanish Moss Trail. USACE nationwide critical area permits required for all three. Design will be implemented and will review other funding sources to assist with overall construction costs. Preliminary Estimate for Salem Rd = \$1.5M
- Dr. Martin Luther King Jr. Dr ⁽³⁾: This is recommended for improvements with the proposed remaining on one side and not swapping. It will require coordination with a historical Gullah site. Although no USACE permit is required, a critical area permit is. This is also the only project on St. Helena Island. Preliminary Estimate = \$1.5M.
- Middle Rd ⁽²⁾: This is recommended and it provides connection to Coosa Elementary School, neighborhoods, and the existing sidewalk along Sam's Point Rd. A USACE nationwide permit is required. Preliminary Estimate = \$1.5M.
- Stuart Point Rd ⁽¹⁾: Although only minimal comments were received, it is recommended to proceed as it would provide a connection to Whale Branch Middle School. One citizen within this area provided a comment recommending this project as well as another project not included in the referendum. No permits. Preliminary Estimate = \$1.5M

The above projects with engineering services are approximately \$9 million, excluding Burnt Church Rd. It is recommended to proceed with these as other unknowns are permitting fees, utility relocations, and right-of-way acquisitions. As estimates are fine-tuned and if the program pursues other funding sources, the following should be implemented and projects may utilize other funding sources such County Impacts Fees to begin preliminary engineering/design phase:

- Big Estate Rd ⁽¹⁾: This is in a rural area and would provide connectivity to the existing path on US 17. USACE individual permit. Preliminary Estimate = \$2M.
- Broad River Blvd and Riley Rd ⁽⁵⁾: No permits. Preliminary Estimate = \$750,000 – Additional funding could involve “safe routes to school” or other sources.
- Broad River Dr ⁽⁴⁾: USACE and critical area permit required. Preliminary Estimate = \$2M
- Burton Hill Rd and Old Salem Rd ⁽⁵⁾: Burton Hill Rd requires a USACE nationwide permit; Old Salem Rd, USACE nationwide permit and critical area permit. These would provide additional connectivity to neighborhoods, shopping centers and Spanish Moss Trail. Preliminary Estimate = \$1.75M
- Meridian Rd ⁽³⁾: USACE nationwide/individual permit and a critical area permit is required. It is also recommended to retain the path on one side and not cross the road. This would provide connectivity to Beaufort High School, residential properties, Crystal Lake Park, and shopping areas. Preliminary Estimate = \$2M





- Shad Ave and Ulmer Rd ⁽⁹⁾: USACE nationwide permit is required on Ulmer Rd; no permit on Shad Ave. Preliminary Estimate = \$2M

For Big Estate Rd within District 1, it is recommended to conduct community stakeholder meeting to determine their interest in the project. These project areas had minimal or no citizen comments from property owners on the project site or the surrounding area. All or the majority of comments submitted for these two projects were from citizens within other regions of the county.

Dr. Martin Luther King Jr. Dr requires a stakeholder meeting with representatives for the historical Gullah Community site since the project would traverse through its boundaries.

The referendum included other projects, and dependent upon the Sales Tax budget as well as other funding sources, these projects should be considered for future development. The design for several projects may be started with other funding sources such as County Impact Fees.

Comment Summary

General

- Please advise if you are considering somehow connecting the end of the Spanish moss trail to downtown Port Royal. That would be a great place to end the trail on the south part of it.
- I think that the sidewalk on 278 westbound should be extended to the bridge to pickney island. There should also be a sidewalk on the opposite side of 278 at the same location so that people can ride or walk onto the bridge from Bluffton and to The Island safely.
- Is there any consideration to improving/widening the sidewalk between Whale Branch bridge and Washington Farm Road so the residents in Lobeco could walk/ride their bikes safely? I would love to be able to walk my dogs without having to ride 10-15 minutes to walk safely.
- These pathways are the missing link our community needs. There has never been a more important time in our recent history than right now to provide pathways for the people. For our health, well being and most importantly our safety.
- Connectivity of Beaufort is vital for all citizens.
- I believe the selections I made are well rounded for the overall benefit of the county: In Favor of – Bluffton Parkway, Broad River Blvd and Riley Rd, Burnt Church Rd, Burton Hill Rd, Meridian Rd, Middle Rd, Shad Rd and Ulmer Rd.
- What is the timing of these projects? How much money has been raised, currently? Total money to be raised by the tax?
- Are we putting in sewage lines in first? – In favor of Bluffton Parkway, Burnt Church Rd, Burton Hill Rd, Shad Rd and Ulmer Rd and citizen lives on Shad Rd.
- Don't forget Sawmill Creek Rd, Bluffton SC 29910
- These improvements are great, hopefully it will get people moving without all of the cars. Of course, we also realize that this happening in our lifetime may not be possible, but good for the coming generation. (Only voted for Burnt Church Rd)





- CRITICAL MISSING PROPOSAL: Please look at Pritchard Road in Bluffton. The existing sidewalk is significantly damaged and families walk in the street. There is an elementary school and a recreation center on Pritchard. Ideally both sides of the street should have a sidewalk/pathway.
- How about this. Let's fix our existing sidewalks first. Over the past 3 years, I've seen 4 elderly people fall because of the uneven sidewalks on Euhaw Street between Bay and North Streets. Sooner or later, lawsuits will start.
- I fully support infrastructure that supports community access without using automobiles!!! I hope for the day when a public transportation network is a reality in our county.
- At major crossing intersections please keep in mind placement of the buttons for the pedestrian crossing lights. They should be usable for both people on foot and on bicycles. For example, the intersection of Ribaut Rd and North Ave the buttons are positioned awkwardly for cyclists. If you're on a bike you can't stay on your bike and push the button to cross...you have to roll your bike to the other side of the pole to push it or completely dismount your bike to go push it, and hope it doesn't turn before you get back to your bike. That was very poor planning. Depot Rd. and North Ave could use improvements for wider pathways and solutions for speeding vehicles. Ribaut Rd has a problem with speeding vehicles in a pedestrian area. Ribaut Rd at North Ave has poor visibility due to the newly constructed apartments that appear to have not followed proper setbacks, and frankly that entire intersection could use some sort of a revamp. I realize some of these streets I've mentioned aren't involved in the projects at hand, but I still feel like it's worth mentioning.
- How about paving some roads in this area instead? The dirt roads in Shell Point are an embarrassment that nobody wants to deal with. Neither County, nor State DOT, will address how unsafe the dirt roads are during rainy periods, and of course none of the County inspectors will come around when the roads are wet. I can't even get my patrol vehicle down some of these roads, yet you want to build a glorified sidewalk. Take that garbage south of the Broad...I just want paved roads.
- PAVE THE SHELL POINT DIRT ROADS FIRST!!! THESE ROADS ARE UNSAFE WHEN THEY ARE WET!!! WHY ARE YOU WASTING MY TAX DOLLARS ON SIDEWALKS THAT WONT BE USED?

PLEASE...DO SOMETHING USEFUL WITH THIS MONEY...PAVE OUR DIRT ROADS!!!!
- Money needs to be spent north of the Broad. Beaufort should be brought up to the Bluffton standards. The sidewalks we have need to be kept clear on walking path and overhanging trees.
- A good number of these are desperately needed and long overdue. Some concerns with proposed projects where usage may be very limited.
A long term plan would be to have developers/builders create these as they are building houses and not making the county foot the bill.
I think the main concentration should be to downtown areas making them safe for more to be out and about and then connecting/extending pathways out further into more rural areas
- The projects I marked "Not in Favor of" didn't seem to provide enough of an impact to warrant a place among high priority projects – Projects are: Bluffton Parkway and Depot Road.
- I do not oppose the pathways overall. I do not believe another tax should be added to do so. I am opposed to more than one "penny tax:" in place at a time.
- In General: where crossing the street cannot be avoided, combine the crossover with a speed bump (in other words, if the crossover is 6 feet wide, make the speed bump 6 ft wide)





https://www.google.com/url?sa=i&url=https%3A%2F%2Ffauxtail.com%2F2017%2F07%2F25%2Fpassing-the-test%2F&psig=AOvVaw2WZ_yCMvtigUyPkZDIKVRZ&ust=1605668194793000&source=images&cd=vfe&ved=0CAIQjRxqFwoTClkxKXKiOOCFQAAAAAdAAAAABAF

- A general set of guidelines might be appropriate here. I assume that we're dealing with limited resources, so I would suggest that roads with lighter traffic ought to get lowest priority. By this logic, something like the old bridge in Beaufort was an obvious and a wonderful improvement, benefiting pedestrian, cyclist and auto safety. Conversely, Middle road, Broad River drive, Big Estate and Stuart Point roads get us less bang for our buck.
- Bladen Street and Charles Street need bicycle route signs or bicycle lanes. Carteret Street and Baby Boundary Street need bicycle lanes or protected bicycle lanes.
- I am in favor of improving trail access, particularly in areas noted. (Noted are: Depot Rd, Meridian Rd, and Dr. Martin Luther King, Jr. Dr)
This community lends itself to bike and walking access, which enhances quality of life for residents and visitors.
- I am in favor of any and all pedestrian and bike paths. Commuting is a fun, healthy, therapeutic way to travel as well as it saves money for the individual by saving money on gas, parking and other expenses attributed to motor vehicles. It even saves the county money by reducing the amount of cars on the road reducing impacts on pavement and creating a clean living environment. With that said I commute most places and would love a vision of a safe path that connects beaufort to Bluffton but I would even settle for a safe path over the parris island gateway bridge. If there was a path to Bluffton I would commute to work most days pending weather.
- I would like to see all projects on this list built. The citizens of Beaufort county and the surrounding areas need safe pathways for pleasure and commuting on bicycles. Tourists come to Beaufort County to ride , walk, and run while enjoying the beauty of the area. Time to step up into the 21st century and make this happen for all to enjoy. The economic benefit for the county would be incredible.

Big Estate Road – 21 in favor, 16 against

No Specific Comments – See General

Bluffton Parkway - 47 in favor, 13 against

- This project was voted IN during the last election for Mayor, etc.
We desperately need this walkway, I feel, as we voted to accept the increase in taxes.
Exercise, property enhancement and visually pleasant are only a few of the wants and needs of this community.
- Not in favor of Bluffton Parkway since there is a sidewalk on the other side of the road and feel other areas that don't have them should take priority!

Broad River Blvd and Riley Rd – 24 in favor, 12 against

- The Broad River Drive and Broad River Blvd. are especially important to me as I've seen the negative consequences of having kids, including my own, walking to school along these roads. Good pathways in these neighborhoods are essential for safety and convenience - it's ridiculous that we have neighborhood schools that are unsafe to walk to.





Broad River Drive – 29 in favor, 12 against

- We can save money by going through Shell Point Park rather than the circuitous route along Broad River Drive. It would enhance the park and save money by shortening a section of the pathway.
- Unless they plan on putting this pathway in the middle of the street then the county would most likely try to steal part of my property to build a side walk on. This is not ok. This street is very safe and people can walk on it with no problem there is no need for a pathway. My neighbors feel the same way.
- I live in Shell Point and I like the idea on Broad River. I'm hoping it'll slow people down...not sure it might not. Cars drive so fast around this neighborhood. It's concerning.
- I believe that the planned sidewalk is on the wrong side of the road as it winds through all the nine intersections along Broad River Drive. The primary use by the neighborhood will be for exercise; walking, jogging and biking. If pedestrian safety is a concern, as it should be, then the sidewalk should be on the opposite side of the road as there would only be private drives to contend with. Storm water drainage along the proposed side is a major concern for the residents. Future proposed parking expansion at Shell Point Park will have an impact in the future.
- The Broad River Drive and Broad River Blvd. are especially important to me as I've seen the negative consequences of having kids, including my own, walking to school along these roads. Good pathways in these neighborhoods are essential for safety and convenience - it's ridiculous that we have neighborhood schools that are unsafe to walk to.

Burnt Church Road – 94 in favor, 7 against

- Thank you very much for your consideration of pathways along Burnt Church Road. This road does so much to connect our community, but sadly is only acceptable for motor vehicles to use. There is not a safe space for pedestrians, bicyclists, and motorists to coexist on this road.

My wife and I love the close walk or bike ride to Old Town Bluffton. Unfortunately, we have always felt like it's a bit of a gamble for us to walk or bike down Burnt Church Road. As a parents' of a new baby, my wife and I have decided to not take the risks we used to when we would walk to Old Town from Fernlakes. It is disappointing that residents such as myself don't feel safe enough to simply walk to the locations surrounding our community because of the dangers of this road.

We have a community next to us named "The Walk" due to its proximity to Old Town Bluffton and several amenities. Unfortunately, this community does not have pathways that connect them to adjacent amenities. It certainly doesn't get more ironic than a community called "The Walk", having no safe way to walk to its surroundings.

Perhaps the most obvious reason that this road needs a safe pathway is that Michael C Riley elementary school is on Burnt Church Road. If we do not see it a worthy investment to provide a pathway for parents, students, and teachers to walk to and from the school safely, than shame on us as a community.

I can't thank you enough for your consideration and look forward to seeing plans move forward.

- Adding a sidewalk on Burnt Church Road is essential for the well being of this community. As a resident of Fern Lakes, we purchased our home because of its close proximity to Old Town. However, walking or riding bikes to our community's shops, restaurants and parks is not possible due to the lack of a sidewalk that would allow my family to safely make it to Old Town. Connecting Fern Lakes, as well as The Walk and Lake Linden developments, is also of benefit to the countless small business owners and school, which are located less than a mile away. Adding a sidewalk along Burnt Church is an easy and logical way to stimulate the local economy, encourage community involvement and add value to the surrounding neighborhoods.





- This improvement has been needed for many years. I have lived in Fernlakes for 20+ years and have watch the traffic on Burnt Church Road grow exponentially. The proximity to Old Town, the addition of the Bluffton Parkway, and the Elementary School down the road have brought a lot of vehicle traffic. It is dangerous to walk or ride a bicycle on Burnt Church road. Thank you for your consideration!
- I am not able to stress how important the Burnt Church pathway is vitally necessary. Burnt Church Rd. directly impacts over 1000 individual households and has both a Fire Station and Elementary School on it. This pathway is long overdo and will exponentially increase the safety and walkability of this area for the nearby residents.
- Providing a pathway on Burnt Church Rd will allow residents who live in neighborhoods along Burnt Church safe routes to Old Towne.
- Burnt Church road pathway would permit students who attend M.C Reilly to walk/bike to school. Also, neighborhoods on Burnt Church would have pathway access to walk to Old Town (reduce traffic and parking issues) The current condition of Burnt Church Road does not permit for any walking and is dangerous to do so.
- Thank you for this project. Will open up many avenues for me
- Please do this.
- I've said this before, anyone who owns a business in old town Bluffton who wants foot traffic from Lake Linden, Fern Lakes, and any development off the Bluffton Parkway this is their chance to speak up! It's been way too long not getting this project done. Parking in town is a nightmare.
- We have lived at the same address for 10 years we have tried riding our bikes along Burnt Church and we literally take our lives in our hands. A bike path/walking path would make such a natural connection between the parkway the Lake Linden development and Bruin Road to promote safety and business development.
- We would LOVE a pathway on Burnt Church Road, for the convenience but most importantly for safety's sake. There are many, many people who now walk and bike this road and it is very dangerous.
- We've been waiting for years. Burnt Church Road as it currently stands is unsafe to walk as cars speed down the road! Sidewalks on Burnt Church Road would connect the parkway as well as all the communities on Burnt Church Road to the downtown Bluffton area! Please make this happen!!
- A pathway on burnt church would greatly increase the biking and walking access to old town for a ton of Bluffton residents. I also believe it would help old towns expanse towards burnt church road.
- I live in lake linden and I always see people walking on the grass or the side of the road to get to work or to get to Old Town it is very dangerous as cars go very fast down that road. Personally I'm in my 20s and I am even too afraid to ride my bike to old town because of it! I think it would be a good choice!
- Burnt Church Rd needs a sidewalk. Children need safe access to MC Riley Elementary.
- I live off Burnt Church Rd and would love to have a safe pathway to walk to all that Old Town offers. Walking would be better than driving and trying to find parking, especially during the busy season when there's so much congestion and people on the road who aren't familiar with where they are going. And busy season is almost year-round now.
- This project was voted IN during the last election for Mayor, etc. We desperately need this walkway, I feel, as we voted to accept the increase in taxes. Excercise, property enhancement and visually pleasant are only a few of the wants and needs of this community.
- Burnt Church is in desperate need of pathways as we encounter pedestrians daily with no shoulders for them to safely navigate what has become a very busy road.





- These improvements are great, hopefully it will get people moving without all of the cars. Of course, we also realize that this happening in our lifetime may not be possible, but good for the coming generation.
- As a resident of Burnt Church Rd, the thought of a pathway is enticing. However, the proposed path would take a chunk of the front of our property that borders the road. I have my property certified as a Palmetto Wildlife Habitat through the National Wildlife Federation and I am adamantly opposed to having any trees removed from our property to make a path. Additionally I would like to know what sort of financial compensation we will receive if we lose a portion of our lot. There are lots of questions for those of us who will be impacted.
- This would be huge! AS this area grows more and more people are walking and riding bikes on that stretch of Burnt Church ... super dangerous. This would be a fantastic addition to the pathway system ... Do it!
- I've lived in Fernlakes for over 20 years and have always wondered why we didn't have pathways on Burnt Church Road. I hope this will be on the top of approved projects!
- Depending on how long the bike path on Burnt Church were to take, having the grass along the side of the road maintained would be beneficial. This would help provide a more visible footpath along side the road to keep runners etc off the road more, help reduce the risk of rolled ankles, tripping and falling into the street, fire ant bites, and snake bites (just to name a few). With the increased number of homes and young families along Burnt Church along with an elementary school and fire station....and maybe also because I live off Burnt Church and run that route with the dog...I would enjoy seeing this bike path take priority. Thank you for your hard work and taking time to request input, even if you don't read it all! But if you do, way to go!! Keep it up, you're doing great!!
- We are a family with kids that live close by and will going to MC Riley. Will be great to use going to school and downtown.
- Most importantly, in my opinion, is Burnt Church Road. There are a lot of benefits to this project, first and foremost being safety. There is not room to safely maneuver around this road without the potential for someone getting hurt. While it would be great for residents to have foot access to the shopping center, it would bring great potential for the small local businesses in Old Town Bluffton. What a great opportunity to support the small business while getting out to enjoy our beautiful scenery.
- Walking to down town or to restaurants.
- Burnt Church Rd is so important for safety. I see children walking down the road with people ignoring the speed limit and it is scary. It is crazy that I live a mile away from my kids school and can't walk them there. Please make this pathway a high priority.
- It would be nice to have a pathway on our street. People would be encouraged to walk and exercise daily by walking. It's about time to it in burnt church road.
- The Fire Station is located on Burnt Church Road and when emergency vehicles constantly go through there is no room for oncoming traffic to get off the road. Bicyclists also have no where to go and are especially in danger in early morning and at night when they have to ride on the road. It would be nice to be able to walk/bicycle on a separate pathway. This is also an evacuation route. Thank you.
- These potential pathways in Bluffton are part of my weekly running routes. A sidewalk would be SO much safer, and would allow my family to enjoy the area on bike or foot. I am most passionate about adding a sidewalk to Burnt Church Road. We live off of Burnt Church Road in Lake Linden, and we are only a mile from Old Town Bluffton. We love our town but cannot safely take our children to enjoy town on their bikes or on a walk. My morning runs are along the shoulder of the road with traffic whizzing by. A sidewalk would mean safer exercise and travel and less driving/pollution/parking for local families to enjoy Old Town!
- I live in the All Joy Area. We are especially in need of sidewalks on Burnt Church Road due to the increased amounts of homes that have been built recently and the people from those homes wanting a walking distance to downtown Bluffton. With the high density of traffic and how fast cars travel on Burnt Church,





the bike riders/walkers need to be off the edge of the road. The reasons on Ulmer/Shad are also because there is a huge amounts of students that attend MC Riley and if they had a sidewalk to access the school maybe the school bus route could only make one loop for that area. Currently the bus that takes the students home to Shad Ave. makes 2 rounds because there are so many students going to shad avenue in addition to other area students. Many residents of Shad/Ulmer are bike riders and walkers. The grass stays very high on the side of the roads and makes it difficult to walk on the edge of the road.

- Burnt Church had supposedly been slated for a sidewalk years ago. and A sidewalk is badly needed to allow members of the communities on Burnt Church, and students at the McCracken School a safe means to walk to and from their homes and downtown Bluffton.
- We believe Burnt Church should be favored, due to the existing developments along Burnt Church, and the McCracken School. All of upper Burnt Church Rd is in the county, not the Town of Bluffton. This is a very busy, unsafe road at present for anyone walking
- a bike path on Burnt Church road will connect all the neighborhoods to the shopping centers and would eliminate a lot of automobile traffic. I'm in favor of pathway running all the way down Burnt Church Road. thanks for your consideration.
- In favor of Burnt Church pathway due to increased traffic in this area due to the new development called The Walk. Also needs turn improved at the corner of Bruin Road and Burnt Church road. if your on Bruin turning left onto Burnt church road, you cant see to the right due to the trees on that corner lot. Also needs turn widened coming off of Burnt Church road and turning right onto Bruin road. Very narrow turn. Also-not related to pathways, but another very dangerous road/area is coming out of the CC Haigh Jr. Boat landing on Pinckney Island. getting back onto Hwy 278 and turning back left(west) is extremely dangerous, especially when pulling a boat behind. the palm trees at the right of the exit of the boat landing need trimmed back so one can see traffic to the right coming over the bridge. it is a huge blind spot, especially trying to pull a boat across traffic to get out into the median. there is barely enough room to safely sit in the median with a boat and trailer behind your vehicle.
- Burnt Church road is a priority with both an Elementary and Middle school located next to each other with no safe pedestrian access
- I am at Burnt Church Rd and would like to have more info about the right of way on my property.
- Burnt Church Rd. would be second on my list due to a narrow two lane road with no shoulders and ditches on either side. No way to safely travel that stretch of road.
- That area is needed specially because of school and rec center along this pathway which causes a lot of kids on bikes and pathway would just make it safer for families to be out and about. For this same reason would like to propose pathway for Malphrus Rd. so please consider for the future Thanks!
- Strongly in favor of a pathway on Burnt Church Road in addition to connecting that to a pathway on All Joy Road. Both areas are near populated residential areas where residents are also very active. By putting a pathway on Burnt Church Road, it would allow for residents to easily walk or bike into the town of Bluffton, and it will create a full loop between the pathway already existing on 46 and on the Bluffton Parkway. MC Riley School exist less than 1/2 mile from many residents who live on Burnt Church, many of whom live in Lake Linden with young children. The pathway would therefore also allow safe walkable access to the school for local children. Two restaurants also exist at the corner of Brunt Church. A pathway would allow for easier access to these locations as well for those visiting and living in Bluffton. Furthermore, it will create a safer place for walkers/bikers/runners to utilize the road (many of which already use the road for walking and running). The traffic on Burnt Church has only increased and many vehicles often exceed the speed limit. The pathway should be designed in such a way that pedestrian's are protected from the vehicle traffic.
- A pathway or sidewalk(?) is desperately needed on the busy, narrow Burnt Church Road. I often worry that I or someone else will get hit by a car when walking and riding my bike from Fern Lakes to town.





I would also like to suggest that one of those large, round, oval mirrors be mounted across the intersection of Bruin and Burnt Church - maybe mounted on the telephone pole at the entrance to Ulmer Brothers. The mirror greatly would improve safety conditions for the many cars and pedestrians who travel the area, especially with the additional growth in population as a result of The Walk neighborhood.

Burton Hill Road – 31 in favor, 9 against

- I don't think this project serves enough residents to warrant its construction at this time. The pathways on Salem and Old Salem Roads already connect the residents of Battery Point and the apartment complexes to the Spanish Moss Trail. We should drop this project or shorten it to simply connect the Beaufort Industrial Village to the Spanish Moss Trail.
- I am in favor of building pathways along the busy roads above in my community- Beaufort. This will allow people to get outside and exercise safely. I live in Battery Point and it will help me and those that live near me get to the Spanish Moss trail safely. I am a health coach and am always in favor of any improvements that would help the health of my community.
- A lot of low income people have to walk along Burton Hill and Salem and Old Salem Roads to get to jobs and shopping.it would be a great asset!

Depot Road – 35 in favor, 13 against

- Proposed Depot Rd pathway is on the most dangerous (South Side) of Depot Rd. because of the 15 houses that use driveways vs. 8 houses on the North side of Depot Rd. Please consider finishing the existing sidewalk and widening if possible. No potential wetlands would be impacted. Depot street would retain a neighborhood street profile Instead of a wider, more open , thoroughfare Type of road. It would terminate on best side (North side) of busy Ribaut/Bay St, making crossing Ribaut much safer.
- It looks like to me this proposal will lead half of Depot Road with no path or sidewalk.
- Salem Rd, Depot Road (suggestion); have shared path on 1 side of street. Save money.
- Pathways or sidewalks should not be more than 8 feet wide. Anything wider is an eyesore, creates more stormwater run-off, and is overkill. Depot Road and/or Bay Street planned paths have 10 feet width in a section and 8 feet in another. 10 feet is wrong.

Meridian Road – 41 in favor, 13 against

- I am concerned about the safety of pedestrians and cyclists having to cross at Youmans Road and Yacht Club Drive. How will they safely cross at a crosswalk at Lady's Island Drive?
- Proposed Meridian Rd. Pathway crosses Meridian Rd. three times. Is that necessary.? Seems Dangerous.
- I drive Meridian Road almost daily and a sidewalk would be great for all of those exercising in the busy morning hours.
- I am in favor of the pathway on Meridian Road but not in favor of the pathway crossing to the west side in two places between Youmans Road and Yacht Club Drive. Why have children and other pedestrians crossing in two places when there could be no crossings on Meridian Road if the sidewalk was just on the east side all the way down Meridian Road? To me this is a very big safety issue.
- A walk way is really needed for the same 10 people who use it each week! These walk ways are easy to build and then forgotten. I know, I have spent a lot of my time and gas keeping part of the walk way on 802





that crosses the Youmans' bridge maintained. You start off on the EAST side of Meridian and jump back to the WEST side twice. If you know anything about Meridian Road, it can be congested at times and when people aren't paying attention, they could walk right out into the traffic at the two crossing. It is a SAFETY ISSUE. I propose that it starts on the EAST side and is completed on the EAST side. Other than that I oppose it.

- There is not a need for a sidewalk that crosses both sides of Meridian. The realistic issue for Meridian is speed. The limit is 35 mph, however, most people go 50 mph or above. Putting in a sidewalk would just enhance the speeding. A more appropriate suggestion would be for the Sheriff Dept to not only patrol, but to enforce the speed limit. Also several speed bumps could be added along the road that very well may help with speeding.
- A bike walking path along Meridian Road was supposed to happen years ago. It would enable bikers/walkers a loop to downtown Beaufort and access to White Hall park.
- Meridian: keep pathway on same side of the street for the entire length. Every time the path crosses the roadway, the chances for accidents increases.
- I think the pathway in general is a good idea, but not the crossing over from one side of Meridian to the other in 2 places. I think this is not safe for pedestrians. I would support a pathway all the way down Meridian on one side or the other (ie east or west side), but not a split walkway. (PS - This is our 2nd home on Marshview Drive, so the address given above is our 1st home in FL)

Middle Road – 30 in favor, 11 against

- I'm a bicycle rider and live on Telfair Dr. I've always felt "captured" (and bored) in the neighborhood when I ride due to unsafe riding conditions on Middle Rd. I'm very excited and approve of the Middle Rd. pathway. (I would like to see it extended to Springfield Rd. but I'm not complaining.) I'm also impressed to read that it will be 8' wide. That will allow for safer conditions for walkers, baby strollers and bicyclists. Thank you for that decision because that is doing it right! This pathway will allow bicyclists to get out of the neighborhood safely and to have access to downtown Beaufort, which is good for us and good for Beaufort. I wholeheartedly approve of including this location in the pathway projects and can't wait for it to be completed.
- A Middle road path would allow school children from Coosa Elementary to bike to school.

A path from middle road that would allow bikers to get to Ladys Island shopping along Little Capers Road would be great.

Dr. Martin Luther King, Jr. Drive – 24 in favor, 11 against

- We are asking people to cross MLK at two locations. We should spend the extra money and keep the entire trail on the east side of the road so that it can safely connect with the library.

Salem Road and Old Salem Road – 31 in favor, 11 against

- We should construct one 10 foot wide two-way path and eliminate the other side.
- I am in favor of building pathways along the busy roads above in my community- Beaufort. This will allow people to get outside and exercise safely. I live in Battery Point and it will help me and those that live near me get to the Spanish Moss trail safely. I am a health coach and am always in favor of any improvements that would help the health of my community.





- A lot of low income people have to walk along Burton Hill and Salem and Old Salem Roads to get to jobs and shopping.it would be a great asset!
- Very excited about having sidewalks on Salem and Old Salem Road - would very much prefer to walk or ride a bike to shop, especially with the new Publix opening; and to get safely get onto the Spanish Moss Trail. Right now the roads are very narrow and very curvy for cars and is not very safe for pedestrians or cyclist. Would also like to see the area more golf cart friendly -- need to be able to get to downtown via golf cart.
- Salem Rd, Depot Road (suggestion); have shared path on 1 side of street. Save money.

Ribaut Road to Parris Island Gateway – 36 in favor, 10 against

- The Ribaut Road Path needs to connect to the Ribaut-Edinburgh Intersection.

Shad Road and Ulmer Road – 36 in favor, 10 against

- I live near Brighton Beach on the intersection of Thomas Lawton Road and Ulmer Road and daily see bicycle and pedestrian traffic throughout the day. Both roads have no shoulder and are located near proposed projects. I am requesting you to look into adding pathways to the Alljoy area like Alljoy Road, Thomas Lawton Road and Ulmer Road. It is pivotal to the safety and security of local residents, traveling visitors, and local children in this area. Thank you for your time and consideration.
- I live in the All Joy Area. We are especially in need of sidewalks on Burnt Church Road due to the increased amounts of homes that have been built recently and the people from those homes wanting a walking distance to downtown Bluffton. With the high density of traffic and how fast cars travel on Burnt Church, the bike riders/walkers need to be off the edge of the road. The reasons on Ulmer/Shad are also because there is a huge amounts of students that attend MC Riley and if they had a sidewalk to access the school maybe the school bus route could only make one loop for that area. Currently the bus that takes the students home to Shad Ave. makes 2 rounds because there are so many students going to shad avenue in addition to other area students. Many residents of Shad/Ulmer are bike riders and walkers. The grass stays very high on the side of the roads and makes it difficult to walk on the edge of the road.
- Shad Rd. would be third on the list due to the residential properties in close proximity. There are a lot of school children that would use them before and after school. When connected to the Alljoy Rd. path, it would allow safe passage to the landing/beach and Old Town.

Not in favor of Ulmer Rd. This is also a two lane road, but doesn't get the vehicle or pedestrian traffic the others get. This section of roadway also has no residential addresses located on it.

Stuart Point Road – 20 in favor, 14 against

No Specific Comments Received – See General Comments

Comments requesting the consideration of Alljoy Rd

- I live near Brighton Beach on the intersection of Thomas Lawton Road and Ulmer Road and daily see bicycle and pedestrian traffic throughout the day. Both roads have no shoulder and are located near proposed projects. I am requesting you to look into adding pathways to the Alljoy area like Alljoy Road, Thomas





Lawton Road and Ulmer Road. It is pivotal to the safety and security of local residents, traveling visitors, and local children in this area. Thank you for your time and consideration.

- Please consider extending this pathway down Alljoy Road. There are many walkers, runners, and bicyclists on this very narrow road. In addition, there are many children riding bikes.
- Please add walking/ bike path on Alljoy Road to your pathways project. Very dangerous road for bikers especially at Myrtle Island Rd Curve.
- Start up preliminary work is too slow. Too bureaucratic! Fire the clerks and put a dedicated leader in charge. Include Alljoy Road running parallel to the May River leading into Olde Town Bluffton. Thank you.
- Alljoy Road in Bluffton is in serious need of safety upgrades especially walking/golf cart paths. It has blind curves and very mixed use including trailered boats utilizing Beaufort County's Alljoy Landing, many golf carts to and from Old Town, bicyclists, runners and dog walkers.... all in addition to normal neighborhood commuters who rely on this singular road. PLEASE consider! Thank you
- What about Alljoy Rd?
- Of the "THREE" projects (Bluffton Parkway, Burnt Church Rd, and Ulmer and Shad Roads) listed south of the Broad, I feel strongly the one not listed is the most important! I see on the maps a "proposed Alljoy" sidewalk.... This, in my opinion is one of the biggest safety issues needing resolved. Alljoy Rd. would cover the most residential density of all projects listed. A sidewalk would keep families and children off of a dangerous two lane road that often involves speeding vehicles and vehicles towing boats to and from the landing. There is a high volume of golf carts, bicycles, joggers and walkers traveling back and forth from Old Town, the boat landing and beach area. This sidewalk should be wide enough to accommodate two lanes if possible.

*** On a side note...we would LOVE to have city sewer ran down Alljoy Rd. at the same time as the sidewalk. Everyone in this area is on septic and has no other option. This would help the homeowners, as well as, help protect the May River from the runoff.
- We desperately need sidewalk downtown on Alljoy from Pritchard street at least to Minuteman dr very dangerous spot
- Please put Alljoy Rd on the list for walkways and ahead of Bluffton pkwy which already has miles of walkway. We need a walkway more than Shad as Alljoy is very busy And drivers speed all the time. We have requested more deputy patrol to slow down dangerous drivers as well, but have had no result. Your consideration is appreciated.
- I further support a pathway connecting Old Town Bluffton to Brighton Beach (All Joy Road). This road is very popular for cyclist, runners, walkers and boaters. It is known to be a dangerous road to walk due to cars with no safe place for the pedestrians to utilize. Such a pathway would also create new access to Brighton Beach/All Joy Beach and so it would not only make for safer use of the road but also provide enjoyable access to an additional amenity for those visiting Bluffton.
- Alljoy Rd. Could use sidewalks . Can't believe not on list with all the foot traffic & cycle traffic. Most times Alljoy seems like Daytona Speedway (very little police presence). Been quite a few deaths since we've lived there. Love area , but don't see tax \$ at work on Alljoy. Seem to think we are a stepchild. County mows right ways annually & homeowners maintain ditches & right ways. Bluffton is a great place regardless & I hope my wife & I are assets to Alljoy. I never complain, but thought I should say something. If nothing is done we will adapt to our situation. Gotta love Alljoy & Bluffton. Thank you
- Please add a pathway on Alljoy Road! Thank you.





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
FINANCE COMMITTEE MEETING <ul style="list-style-type: none">FEBRUARY 25, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN LAWSON
ITEM BACKGROUND:
BOARD OF ASSESSMENT APPEALS 1st TERM - DISTRICT 5 EXPIRES ON 02/25
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPOINTMENT FOR ANDREW DiSALVO TO BOARD OF ASSESSMENT APPEALS
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT OF ANDREW DiSALVO TO BOARD OF ASSESSMENT APPEALS



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a “1”, “2”, or “3” alongside your choices.

BOARDS AND COMMISSIONS

- Accommodations Tax (2% State)
- Airports
- Alcohol and Drug Abuse
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE:2-19-21 NAME:Andrew DiSalvo

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION:Certified Public Accountant

TELEPHONE: (Home) _____ (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE:SC ZIP CODE:29906

MAILING ADDRESS:Same STATE:SC ZIP CODE:29906

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If “yes”, what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: _____

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

Phone Cell [REDACTED]
E-mail [REDACTED]

Andrew J. DiSalvo, CPA

Professional experience

CohnReznick LLP-Director, State and Local Tax January 2014-Present

Director serving a broad client base including state and local tax planning, mergers and acquisitions, audit defense of all tax types and tax research. National Director of Property Tax for the firm. Areas of focus include industrial property tax issues, renewable energy and SALT aspects of Chapter 11 bankruptcy.

Chemtura Corporation-Director, State and Local Tax April 2009—December 2013

Responsible for all aspects of state and local tax for a \$3B specialty chemical manufacturer including income and franchise, sales and use, property, unclaimed funds and annual reports. Supervise staff of 5. Accomplishments include:

- Income and franchise tax planning including nexus and transfer pricing studies, apportionment analysis and analysis of filing positions. Results of initiatives included reducing state current provision from \$900K to \$100K annually and franchise tax expense from \$1.5M to \$400K annually. Achieved cash refunds and tax reduction of approximately \$4M in 2010-2013 periods.
- Lead state tax professional on all merger and acquisition due diligence including buy and sell side analysis.
- Manage state ASC 740 and FIN 48 processes. Reduced the number of income tax filings from 70 to 45 annually.
- Negotiated and managed \$8M urban investment act credit with the State of Connecticut including brokering the credit for current cash utilization.
- Implementation of Vertex sales and use tax decision maker for major company division.
- Integral team member responsible for mitigation of tax material weakness in 2010.
- In-housing property tax functions with savings in excess of \$750K (process and planning).
- Lead tax professional in Chemtura's Chapter 11 bankruptcy proceedings. Responsibilities included management of the proof-of claim process, contract cures with vendors, coordination with service providers regarding court filings, and negotiations and workout of 140 state and local tax claims and settlement and negotiation of 25 open audits. Settled two audits resulting in \$2M of cash tax savings. Restructuring awarded Turnaround Management Association's Turnaround of the Year- 2010.
- Project Manager for global implementation of Thomson Reuters OneSource tax provision and compliance software including management of a \$1.5M budget. Project successfully automated 75% of tax adjustments in US and EMEA and 90% in ASIAPAC region. Implemented provision role into the shared service center environments. Automated FIN 48 process reducing preparation time from 3 days per quarter to 1 day. Reduced time to prepare state tax provision from 3 days to 1 day. Project delivered on time and on budget.

Cost Containment Advisors-Senior Director January 2009-April 2009

- Temporary property tax assignment with boutique firm serving a variety of clients in the automotive and leasing industry.

United Technologies Corporation-Manager- Property Tax October 2005-
January 2009

Manager responsible for State and Local property tax compliance and planning for over 1000 locations for a diversified Fortune 50 \$75B manufacturer. Accomplishments included:

- Centralization of tax compliance, planning, audit defense, legislative support and appeal and litigation management into a shared service center environment.
- Multiple tax refund initiatives and reverse audits resulting in refunds and taxes avoided in excess of \$3M.
- Member of the department nexus team and active member of Achieving Competitive Excellence (ACE) operating system team resulting in department being awarded Gold status. Supervise a staff of four.

United Rentals-Manager, Property Tax July 2004-October 2005

Manager responsible for property tax functions for \$3.5B equipment rental company operating in 47 states. Responsibilities include:

- Volume property tax compliance, SOX compliance and reporting and unclaimed property.
- Successfully defended over 75 audits including reducing company's unclaimed funds liability from \$2M to \$400K.
- Managed an active state tax litigation program.
- Lobbied several states and secured tax law changes with value in excess of \$1M. Supervised outsource compliance vendor with budget in excess of \$1M.

McDermott & Associates, LLC-Director September 2002-July 2004

- Director for regional Property Tax consulting firm with emphasis multi state tax consulting, audit defense, appeal and compliance to a diverse client base.

Ernst & Young LLP-Senior Manager-State and Local Tax January 1996-September 2002

Senior Manager/Associate Director with increasing responsibility including federal and state income, sales and use and property tax consulting, audit defense, appeal and compliance to a diverse client base including major manufacturing and real estate clients. Projects included:

- State restructuring for a major furniture manufacturer and retailer.
- Outsourcing of property tax compliance for a major clothing retailer
- Fixed asset verification and property tax studies including valuation for a global manufacturer. Completed over 23 projects including valuation of assets in support of merger and acquisition activities.
- Buy and sell side SALT due diligence for a Fortune 50 diversified manufacturer.
- Outsourcing of federal, state and international compliance for a global fortune 50 aerospace and defense manufacturer. Experience includes managing projects in excess of 8,000 hours. Supervise a staff of up to 8 consultants.

Education

University of Hartford, West Hartford, Connecticut

- BS Business Administration-Accounting, Graduated Cum Laude
- Licensed CPA-Connecticut, Registration Number 6896
- Masters of Science-Taxation, 2010

Vaughn, Tithanie

From: Weitz, Kristina
Sent: Tuesday, February 23, 2021 9:56 AM
To: Vaughn, Tithanie
Subject: RE: VR# [REDACTED]

He is active and in [REDACTED]

Respectfully,

Kristina Weitz
Voter Registration and Elections Manager

Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Box 1228
Beaufort, SC 29906 – Beaufort, SC 29901
Voice: (843) 255-6900 -- Fax: (843) 255-9429 -- Website: <https://www.beaufortcountysc.gov/vote/>

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Monday, February 22, 2021 13:22
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: VR# [REDACTED]

Good Afternoon,

Can you check

Andrew DiSalvo
VR# [REDACTED]

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



"All Great Achievements Require Time." – Maya Angelou

Item 16.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
FINANCE COMMITTEE MEETING <ul style="list-style-type: none">MARCH 15, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN LAWSON
ITEM BACKGROUND:
AIRPORTS BOARD JAMES BUCKLEY (PROXIMITY (3 -MILE RADIUS)TO HHI AIRPORT) 4th TERM 1st - 2015 2nd - 2017 3rd - 2019 EXPIRES ON 2/23
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR JAMES BUCKLEY TO AIRPORTS BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR JAMES BUCKLEY TO AIRPORTS BOARD.

James A. Buckley



County Council of Beaufort County

Title

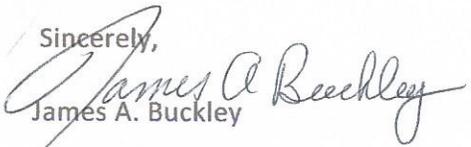
Street Address

City, ST ZIP Code

To Whom it may concern:

This is a statement to verify the intention that I, James A. Buckley am seeking REAPPOINTMENT, to the Beaufort County Airport Board. This will go into effect on 3-1-2021

Sincerely,


James A. Buckley

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 25, 2015

Mr. James Buckley



Re: Airports Board

Dear Mr. Buckley:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Airports Board.

This will be a two-year appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Airports Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Airports Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Jon Rembold, Airports Director
Richard Sells, Board Chairman

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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CHAIRMAN

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JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 15, 2017

Mr. James Buckley

Re: Reappointment to Airports Board

Dear Mr. Buckley:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Airports Board.

This will be a two-year term reappointment, which expires February 2019, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Airports Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Harold Wallace, Chairman
Jon Rembold, Airports Board

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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TELEPHONE: (843) 255-2180
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

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GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELynn
JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

February 28, 2019

Mr. James Buckley
Airports Board



RE: Reappointment to the Airports Board

Dear Mr. Buckley:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member of the Airports Board.

This will be a two-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Airports Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this reappointment.

Sincerely,

Stewart H. Rodman, Chairman

Attachment: Board Membership

cc: Harold Wallace, Chairman
Jon Rembold, Airports Director



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for RFQ #092520E; A&E Services; Buckwalter Recreation Athletic Complex Expansion (BRACE) Phase 1 (\$665,930)
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator -Engineering (5 min.)
ITEM BACKGROUND:
A solicitation was issued September 25, 2020 for Architecture and Engineering services for the Buckwalter Recreation Athletic Complex Expansion as envisioned by the Parks and Recreation Master Plan prepared for the complex. Six firms submitted qualifications and a selection committee chose Wood + Partners, Inc as the most qualified vendor. <i>Item was approved at Public Facilities Committee on March 15, 2021</i>
PROJECT / ITEM NARRATIVE:
Parks and Recreation desires to continue implementation of Phase 1 of the Master Plan for the Buckwalter facility. The master plan suggests a 7 field soccer complex as well as a 16 court tennis center. The soccer complex was constructed with three turf fields, however; these will be evaluated for possible conversion to artificial turf and four additional fields to be completed. The tennis center has yet to be implemented. Current funding from Bluffton Parks and Recreation Impact Fees will allow for the completion of the soccer complex and partial development of the tennis facility (Phase 1) with the completion of the tennis center as Phase 2 as funds become available within the next 36 months.
FISCAL IMPACT:
Wood+ Partners, Inc. has offered a proposal for Architectural and Engineering services in a lump sum amount of \$561,600.00 plus an allowance of \$20,000.00 for reimbursable expenses. Staff recommends that a contingency of \$84,330.00 (15%) be added for unforeseen additional services bringing the total to \$665,930.00. The funding for Phase 1 of the project is from the Bluffton Parks and Recreation Impact Fees fund balance with a current balance of \$7,014,841.11.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award of RFQ #092520E to Wood + Partners, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award RFQ #092520E to Wood + Partners, Inc. <i>Next Step: Execute contract with Wood + Partners, Inc.</i>



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth 8th day of January in the year two thousand and twenty one 2021

(In words, indicate day, month and year.)

BETWEEN the Landscape Architect's client identified as the Owner:

(Name, legal status, address and other information)

Beaufort County Engineering Division
Andrea Atherton, CIP Construction Manager
PO Drawer 1228, Beaufort, SC 29901
Phone 843-255-2700

And the Landscape Architect:

(Name, legal status, address and other information)

Wood+Partners Inc.
P.O. Box 23949
Hilton Head Island, SC 29925

for the following Project:

(Name, location and detailed description)

Buckwalter Recreation Center – Soccer Fields Complex
Bluffton, SC

The scope of services for this project includes Pre-Design, Schematic Design, Design Development, Construction Document, Permitting, Bidding and Construction Phase Services for soccer field additions and renovations and addition of tennis facilities at the Buckwalter Recreation Center – Soccer Fields Complex Project located in Buckwalter Recreation Center Park on Buckwalter Parkway, Bluffton, SC. Services shall include normal civil, structural and electrical engineering; geotechnical engineering; land surveying; wetland permitting; architecture; synthetic turf; landscape architecture; irrigation design and cost estimating services. WPi shall provide project management of the design team and landscape architecture services.

The Owner and Landscape Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1162896503

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	LANDSCAPE ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") NA

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Phase One Basis of Design:

The scope of basic services for this project shall be based on the Owner approved conceptual master plan prepared by WPI and the Owner's Phase One construction budget of \$4,500,000 for soccer and \$1,500,000 for Phase One Tennis. During the Schematic Design phase the design team will prepare an Opinion of Probable Cost (OPC) to identify elements for inclusion in Phase One design development and construction documents. Phase One program elements may include the following:

- 1) Four (4) new soccer fields and possible renovation of three (3) existing soccer fields. Budget will dictate number and type of fields.
- 2) Location of natural grass and artificial turf fields to be determined during schematic design.
- 3) Sports field lighting. Existing field lighting is by Musco. Consultant will provide analysis of ROI to convert to LED lighting versus metal halide for both existing and proposed fields.
- 4) Assess drainage on three (3) existing fields and make recommendations for improvements.
- 5) Add parking for new and existing fields. Evaluate new parking area lighting comparing Dominion leased fixtures to County owned fixtures.
- 6) Existing restroom/picnic building renovations and expansions to include concession area.
- 7) A pair of tennis courts, including tennis building, access road, parking, court lights, signage, irrigation and landscaping.
- 8) Provide walks and trails supporting new facilities.

Init.

9) Supporting infrastructure including clearing, grubbing, grading and storm drainage; water & sewer facilities.

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing complex includes three regulation size natural grass fields with movable goals and Musco Sports Lighting (total of 10 poles). Irrigation utilizing a ground water well. Toilet room building with covered picnic table area. Building includes electric room, irrigation/storage room, men’s room (2 sinks, 2 toilets, 1 urinal) and women’s room (2 sinks and 3 toilets). An existing parking area to the north of the existing fields is approximately 1.5 acres. In addition, an area (approximately 7 acres) to the west of the existing grass fields has been cleared and filled. The site includes an undeveloped area (approximately 6.5 acres) west of the primary park entry and recreation center and an undeveloped area at the corner of May River Road and Buckwalter Parkway.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Article 1.1.1 above.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding, in a single bid package which will include a base bid for items within the project budget. WPI will utilize the County’s standard procurement documents and process to prepare bid documents.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Landscape Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement,

the Owner and Landscape Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Owner's Representatives:
Mark Sutton, Primary Point contact for the Owner
Shannon Loper
Matt Watts
Andrea Atherton

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Landscape Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

See Owner's Rep list above

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)
N/A

§ 1.1.10 The Landscape Architect identifies the following representatives in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Theodore, Principal
Office Phone: 843.681.6618 Ext 236;
Email address: ktheodore@woodandpartners.com
and
Eric Walsnovich, Project Manager
PO Box 23949, Hilton Head Island, SC 29925
Street address: 7 Lafayette Place, Hilton Head Island, SC 29926
Office Phone: 843-681-6618, Ext 243
Email address: ewalsnovich@woodandpartners.com

§ 1.1.11 The Landscape Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Architecture:
Court Atkins Group
PO Box 3978, Bluffton, SC 29910
Phone: 843-815-2557
- .2 Civil Engineer:
Andrews Engineering
2712 Bull Street, Beaufort, SC 29902
Phone: 843-379-2222
- .3 Site Electrical Engineer:
DWG Consulting Engineers
1009 Anna Knapp Boulevard, Suite 202, Mt. Pleasant, SC 29464
Phone: 843-849-1141
With support from Musco Lighting

Init.

- .4 Irrigation Designer:
Mike Clark
Clark Irrigation Design & Consulting, Inc
PO Box 693, Lavonia, GA 30553
Phone: 706-356-0309
- .5 Sports Turf Consulting:
Lee Rummage
Genesis Turf
201 B West Butler Road, Suite 154, Mauldin, SC 29662
Phone: 855-887-3435
- .6 Surveying:
Surveying Consultants
P.O. Box 2395
Bluffton, SC 29910
- .7 Soils & Geotechnical Engineering
Robin Moutray
GHD
57C Sheridan Park Circle
Bluffton, SC 29910
- .8 Wetlands and Wetland Permitting:
Asher Howell
Newkirk Environmental Consultants
P.O. Box 309
Bluffton, SC 29910

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the Landscape Architect's services, schedule for the Landscape Architect's services, and the Landscape Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide professional services as set forth in this Agreement. The Landscape Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

Init.

/

§ 2.2 The Landscape Architect shall perform its services consistent with the professional skill and care ordinarily provided by Landscape Architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Landscape Architect shall identify a representative authorized to act on behalf of the Landscape Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Landscape Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Landscape Architect's professional judgment with respect to this Project.

§ 2.5 The Landscape Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Landscape Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Landscape Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations: To the fullest extent permitted by law, the Landscape Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Landscape Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Landscape Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

§ 3.1 The Landscape Architect's Basic Services consist of those described in this Article 3 and include usual and customary landscape architectural, architectural, civil, structural, mechanical, and electrical engineering services as well as land surveying, geotechnical, cost estimating and wetland permitting services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Init.

§ 3.1.1 The Landscape Architect shall manage the Landscape Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Landscape Architect shall provide prompt written notice to the Owner if the Landscape Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Landscape Architect shall submit for the Owner's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of professional services as set forth in the Initial Information. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Landscape Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Landscape Architect's written approval.

§ 3.1.5 The Landscape Architect shall contact governmental authorities required to approve the Construction Documents and coordinate with entities providing utility services to the Project. The Landscape Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Landscape Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Pre-Design, Surveying, Geotechnical Reporting, Wetland Services, & Cost Benefit Analyses

3.2.1 Basic land surveying services will be provided for the Phase One area. Subsequent land surveying services may be provided for the tennis complex or other areas as required. Services to include: project area boundary, previously surveyed jurisdictional wetland boundaries, topography, trees to meet the requirements of the Town of Bluffton's tree ordinance, streets and pavements within project area, drainage, restrictions, rights of ways, easements, encroachments, buffers, onsite roads and parking, existing structures and other improvements, playing fields, existing above and visible below ground utilities to include inverts and depths, lights, and other critical elements affecting the areas of new construction and/or renovations. All information on the survey shall be referenced to a benchmark and tied to the State Plane Coordinate System. Survey will rely on County's as-builts for existing conditions including existing buildings and some underground utilities.

3.2.2 The Landscape Architect shall engage geotechnical services for soil borings and testing to explore and evaluate existing Phase One subsurface conditions. This service will become the basis of recommendations for soil, materials and other subsurface improvements necessary to support desired program elements. Geotechnical services will address both existing and newly proposed fields, structures and parking areas and may include test borings, test pits, determinations of soil bearing values and percolation tests.

3.2.3 The Landscape Architect shall engage an environmental consultant to evaluate any proposed wetland impacts including measures to avoid, reduce or mitigate proposed project impacts. If required, wetland permitting and mitigation coordination will be provided.

3.2.4 Prepare a Phase One cost-benefit analysis of natural vs. artificial turf (and appropriate grading/drainage to support); metal halide vs. LED sports field lights; and public utility leased vs. County owned new parking and area lights for review with Owner. These analyses will be provided as a courtesy by Genesis Turf, Musco Lighting and Dominion Electric.

3.3 Schematic Design Phase Services

3.3.1 The Landscape Architect shall review the program and any other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Landscape Architect's services.

Init.

3.3.2 Review geotechnical information and cost benefit analyses with Owner. The Landscape Architect shall then reach an understanding with the Owner regarding the requirements of the project including desired approaches to Phase One design, phasing and construction of the project.

3.3.4 Based on the Owner's approval of the previously prepared conceptual master plan and Owner input regarding the program, the Landscape Architect shall prepare Phase One Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and if applicable, preliminary building plans, sections and elevations.

3.3.3 The Landscape Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

3.3.4 The Landscape Architect shall prepare and present to the Owner an opinion of probable cost for Phase One Schematic Design work prepared in accordance with Section 6.3.

3.3.5 The Landscape Architect shall present the Phase One Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Phase One Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements including the budget for the Cost of the Work and associated design fees, the Landscape Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Phase One Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to landscape architectural, architectural, civil, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.4.2 The Landscape Architect shall update the opinion of probable Cost for Design Development documents prepared in accordance with Section 6.3.

§ 3.4.3 The Landscape Architect shall present the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work and associated design fees, and request the Owner's approval.

(Paragraphs deleted)

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements including the budget for the Cost of the Work and associated design fees, the Landscape Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The construction documents shall be prepared to reflect the Owner's construction budget. The Owner and Landscape Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect shall review in accordance with Section 3.7.

§ 3.5.2 The Landscape Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

(Paragraphs deleted)

§ 3.5.3 During the development of the Construction Documents, the Landscape Architect shall coordinate with the Owner's procurement department in the development and preparation of (1) procurement information that describes the

Init.

time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Landscape Architect shall then compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms provided by the Owner.

§ 3.5.4 The Landscape Architect shall update the opinion of probable costs for 90% construction documents prepared in accordance with Section 6.3.

§ 3.5.5 The Landscape Architect shall present the Construction Documents at the 90% level of completeness to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, take any action required under Section 6, and request the Owner's approval.

§ 3.5.6 The Landscape Architect shall complete the Construction Documents based on Owner input and submit the final Construction Documents to the Owner for bidding through the Owner's procurement department.

3.6 Permitting & Submittal Services

§ 3.6.1 The Landscape Architect shall prepare and submit PUD zoning amendment application documents to the Town of Bluffton and attend meetings to represent submittals.

(1) Town of Bluffton requires a major PUD amendment.

(2) Submittal will include all necessary documents including traffic impact letter as required by the Town of Bluffton.

(3) The Owner will be responsible for permitting, submittal and application fees for the project.

§ 3.6.2 The Landscape Architect shall prepare and submit preliminary and final development plan review, Planning Commission and Architectural Review Board documents to the Town of Bluffton and attend meetings to represent submittals.

§ 3.6.3 The Landscape Architect shall provide storm water and utility design and submittal documents and submit to permitting agencies including follow-up with agencies, making any necessary revisions and obtaining permits from OCRM, BJWSA, SCDHEC and SCDOT (if utility connections occur within May River Road).

§ 3.6.4 The design team shall prepare, submit and represent a Nationwide Wetland Permit for wetland fill and mitigation (if necessary).

§ 3.7 Procurement Phase Services

§ 3.7.1 General

The Landscape Architect shall assist the Owner in the bidding/procurement phase. Following the Owner's approval of the Construction Documents, the Landscape Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.7.2 Competitive Bidding

§ 3.7.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.7.2.2 The Landscape Architect shall assist the Owner, who will take the lead in bidding the Project. The Landscape Architect will provide assistance by:

- .1 making documents available to the Owner who will facilitate the distribution of Bidding Documents to prospective bidders;
- .2 attending the pre-bid conference for prospective bidders conducted and organized by the Owner;
- .3 assisting the Owner with preparation of responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Owner for their issuance to prospective bidders in the form of addenda; and,
- .4 attending the opening of the bids, and subsequently documenting and distributing the bidding results, as organized and conducted by the Owner.

§ 3.7.2.3 If the Bidding Documents permit substitutions during the bidding phase, upon the Owner's written authorization, the Landscape Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda to the Owner identifying approved substitutions for issuance to all prospective bidders.

Init.

§ 3.8 Construction Phase Services

§ 3.8.1 General

§ 3.8.1.1 The Landscape Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Landscape Architect’s services under this Agreement unless the Owner and the Landscape Architect amend this Agreement.

§ 3.8.1.2 The Landscape Architect shall advise and consult with the Owner during the Construction Phase Services. The Landscape Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Landscape Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Landscape Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Landscape Architect shall be responsible for the Landscape Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.8.1.3 Subject to Section 4.2 and except as provided in Section 3.7, the Landscape Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Landscape Architect issues the final Certificate for Payment.

§ 3.8.2 Evaluations of the Work

(Paragraphs deleted)

§ 3.8.2.1 The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Landscape Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.8.2.2 The Landscape Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Landscape Architect considers it necessary or advisable, the Landscape Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Landscape Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Landscape Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.8.2.3 The Landscape Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Landscape Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

(Paragraph deleted)

§ 3.8.2.4 Interpretations and decisions of the Landscape Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Landscape Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Landscape Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.8.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Landscape Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

(Paragraph deleted)

§ 3.8.3 Certificates for Payment to Contractor

(Paragraph deleted)

§ 3.8.3.1 The Landscape Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Landscape Architect’s certification for payment shall constitute a representation to the Owner, based on the Landscape Architect’s evaluation of the Work as provided in Section 3.8.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Landscape Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Landscape Architect.

§ 3.8.3.2 The issuance of a Certificate for Payment shall not be a representation that the Landscape Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.8.3.3 The Landscape Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.8.4 Submittals

§ 3.8.4.1 The Landscape Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Landscape Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Landscape Architect’s professional judgment, to permit adequate review.

(Paragraph deleted)

§ 3.8.4.2 The Landscape Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Landscape Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Landscape Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.8.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Landscape Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Landscape Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Landscape Architect. The Landscape Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Landscape Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.8.4.4 Subject to Section 4.2, the Landscape Architect shall review and respond to requests for information about the Contract Documents. The Landscape Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Landscape Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraph deleted)

§ 3.8.4.5 The Landscape Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.8.5 Changes in the Work

(Paragraphs deleted)

§ 3.8.5.1 The Landscape Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Landscape Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.8.5.2 The Landscape Architect shall maintain records relative to changes in the Work as a result of change orders and construction change directives.

(Paragraphs deleted)

§ 3.8.6 Project Completion

(Paragraphs deleted)

§ 3.8.6.1 The Landscape Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Landscape Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.8.6.2 The Landscape Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

(Paragraphs deleted)

§ 3.8.6.3 When Substantial Completion has been achieved, the Landscape Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraph deleted)

§ 3.8.6.4 The Landscape Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraphs deleted)

§ 3.8.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Landscape Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included (NIC) in Basic Services but may be required for the Project. The Landscape Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Landscape Architect's (LA) responsibility, and the Owner shall compensate the Landscape Architect as provided in Section 11. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Landscape Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Landscape Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Landscape Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Landscape Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NIC
§ 4.1.1.2 Multiple preliminary designs beyond those defined in Section 3.3.3 of Schematic Design Phase	NIC
§ 4.1.1.3 Measured drawings	NIC
§ 4.1.1.4 Phase One Land Surveying Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.5 Phase One Site evaluation and planning	Provided in Pre Design by LA
§ 4.1.1.6 Building Information Model management responsibilities	NIC
§ 4.1.1.7 Development of Building Information Models for post construction use	NIC
§ 4.1.1.8 Phase One Geotechnical Subsurface Evaluation Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.9 Environmental Wetland Consulting Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.10 Architectural interior design	NIC
§ 4.1.1.11 Cost benefit analysis beyond those defined in Section 3.2, Pre Design Phase	NIC
<i>(Row deleted)</i>	
§ 4.1.1.12 Opinion of probable cost beyond that defined in Article 3.	NIC
<i>(Row deleted)</i>	
§ 4.1.1.13 On-site project representation	NIC
§ 4.1.1.14 Conformed documents for construction	NIC
§ 4.1.1.15 As-designed record drawings	NIC
§ 4.1.1.16 As-constructed record drawings	NIC
§ 4.1.1.17 Post-occupancy evaluation	NIC
§ 4.1.1.18 Facility support services	NIC
§ 4.1.1.19 Tenant-related services	NIC

Init.

§ 4.1.1.20 Landscape Architect’s coordination of and/or response to any Owner consultants or non-governmental reviews	NIC
<i>(Row deleted)</i>	
§ 4.1.1.21 Telecommunications/data design	NIC
§ 4.1.1.22 Security evaluation and planning	NIC
§ 4.1.1.23 Commissioning	NIC
§ 4.1.1.24 Sustainable Project Services	NIC
§ 4.1.1.25 Fast-track design services	NIC
§ 4.1.1.26 Multiple bid packages	NIC
§ 4.1.1.27 Historic preservation	NIC
§ 4.1.1.28 Furniture, furnishings, and equipment design	NIC
§ 4.1.1.29 Other services provided by specialty Consultants	NIC
§ 4.1.1.30 Detailed Traffic Study	NIC
<i>(Row deleted)</i>	
§ 4.1.1.31 Kitchen/Concession cooking equipment design	NIC
§ 4.1.1.32 Design or permitting services for off-site improvements such as Buckwalter Parkway	NIC
§ 4.1.1.33 Detailed design for converting existing metal halide sports field lighting to LED lighting	NIC

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Landscape Architect’s responsibility is provided below.

(Describe in detail the Landscape Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Landscape Architect’s Services documents that can be included as an exhibit to describe the Landscape Architect’s Supplemental Services.)

- 1) See table 4.1.1

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Landscape Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Landscape Architect as provided in Section 11.2.

§ 4.2 Landscape Architect’s Additional Services

The Landscape Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Landscape Architect to compensation pursuant to Section 11.5 and 11.6 and an appropriate adjustment in the Landscape Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Landscape Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Landscape Architect shall not proceed to provide the following Additional Services until the Landscape Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing other than those outlined;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Landscape Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Landscape Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Landscape Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Landscape Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Landscape Architect of the Owner's determination. The Owner shall compensate the Landscape Architect for the services provided prior to the Landscape Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Landscape Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Landscape Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Construction phase services will be provided for items accepted in the base bid and based on a period of twelve (12) months during construction plus two (2) months for startup, substantial completion and final completion for a total of fourteen (14) months. Construction visits include visits by Landscape architect, civil engineer, architect, irrigation consultant and MEP engineer during construction. If this fourteen month period of time is exceeded by more than thirty (30) days, compensation for Basic Services required to complete observation of the Construction Contract will be provided as additional services. Provide periodic construction observation site visits during the construction phase as outlined below. Attend construction observation site visits generally every two weeks during appropriate phases of construction and provide field reports. When the limits below are reached, the Landscape Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Up to thirteen (13) visits to the site by the Landscape Architect and/or team members during construction (one pre-construction site visit; one site visit per month for 12 months)
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.7 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 30 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Landscape Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Landscape Architect. The Owner and the Landscape Architect shall thereafter agree to a corresponding change in the Project's scope, quality and schedule.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Landscape Architect in this Agreement, or authorize the Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution and construction observation/compliance testing.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Landscape Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.10 The Owner shall include the Landscape Architect in all communications with the Contractor that relate to or affect the Landscape Architect's services or professional responsibilities. The Owner shall promptly notify the

Landscape Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Landscape Architect's consultants shall be through the Landscape Architect.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Landscape Architect's duties and responsibilities set forth in the Contract for Construction with the Landscape Architect's services set forth in this Agreement. The Owner shall provide the Landscape Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

§ 5.13 Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of, or enforce lien rights.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Landscape Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Landscape Architect, represent the Landscape Architect's judgment as a design professional. It is recognized, however, that neither the Landscape Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Landscape Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable cost of the Work, or evaluation, prepared or agreed to by the Landscape Architect.

§ 6.3 In preparing opinions of probable costs of Work, the Landscape Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable cost of the Work to meet the Owner's budget. The Landscape Architect's opinion of probable cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work by third party, the Landscape Architect shall provide such an estimate as a Supplemental Service.

§ 6.4 If, through no fault of the Landscape Architect, the Procurement Phase has not commenced within 90 days after the Landscape Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Landscape Architect's opinion of probable cost of the Work exceeds the Owner's budget for the Phase one portions of the Work, the Landscape Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Phase one portions of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

Init.

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9;
- .4 in consultation with the Landscape Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Landscape Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Landscape Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Landscape Architect could not reasonably anticipate, the Owner shall compensate the Landscape Architect for the modifications as an Additional Service pursuant to Section 11.5; otherwise the Landscape Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Landscape Architect's modification of the Construction Documents shall be the limit of the Landscape Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 The Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to this Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

Init.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than eight (8) years after the date of Substantial Completion of the Work. The Owner and Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Landscape Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Landscape Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Init.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect’s option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Landscape Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect’s services. The Landscape Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect’s services. The Landscape Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Landscape Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Landscape Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Landscape Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Landscape Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Landscape Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Landscape Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Landscape Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Landscape Architect.

§ 10.6 Unless otherwise required in this Agreement, the Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Landscape Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect’s Services described under Article 3.2, the Owner shall compensate the Landscape Architect the following lump sum amounts for Pre-design, Surveying, Geotechnical Reporting, Wetland Services and Cost Benefit Analyses, plus reimbursable project expenses:

.1	Pre-design Services.....	\$ 3,500
.2	Surveying	\$35,000
.3	Geotechnical Reporting	\$10,000
.4	Wetland Services	\$ 7,000
.5	Cost Benefit Analyses.....	Courtesy
Subtotal Lump Sum Amount.....		\$ 55,500

11.2 For the Landscape Architect’s Basic Services described under Articles 3.3, 3.4 and 3.5: Schematic Design, Design Development and Construction Document Services for Phase One development (for clarification purposes see Exhibit A), the Owner shall compensate the Landscape Architect the following lump sum amount, plus reimbursable project expenses.

.1	Schematic Design, Design Development & Construction Document Services.....	\$235,400
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11.3 For the Landscape Architect’s Services described under Article 3.6 the Owner shall compensate the Landscape Architect the following lump sum amounts for Town of Bluffton Permitting & Submittal Services, plus reimbursable project expenses and application fees:

.1	PUD Master Plan Amendment Services.....	\$13,000
.2	Traffic Assessment Memo.....	\$ 3,000
.3	Town of Bluffton Permitting.....	\$23,000

Subtotal Lump Sum Amount.....		\$39,000
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11.4 For the Landscape Architect’s Basic Services described under Articles 3.7 and 3.8: Procurement and Construction Phase Services, the Owner shall compensate the Landscape Architect the following lump sum amounts, plus reimbursable project expenses.

.1	Procurement Phase Services	\$17,500
.2	Construction Phase Services	\$88,100

Subtotal Lump Sum Amount.....		\$105,600
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(Paragraphs deleted)

§11.5 Compensation for Tennis Area: (For clarification of project limits see Exhibit A)

If prepared concurrently with Phase One document and services, the following fees apply, plus reimbursable expenses:

.1	Pre-Design Services (includes pre-design, surveying and geotechnical services)	\$ 12,500
.2	Schematic Design through Construction Phase Services.....	\$105,600
.3	Permitting.....	\$ 8,000

Subtotal Lump Sum Amount.....		\$ 126,100
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(Table deleted)

§ 11.6 For the Landscape Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Landscape Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined if requested and/or required

(Paragraph deleted)

§ 11.7 For Additional Schematic Design through Construction Phase Services that may arise from expansion of the Phase One construction budget beyond \$4,500,000 and Phase One Tennis construction budget beyond \$1,500,000, the Owner shall compensate the Landscape Architect based on a percentage of estimated additional construction costs for all elements added, plus reimbursable project expenses at the rate of:

Seven (7) percent of estimated construction costs, plus any additional land surveying or geotechnical services, required

(Table deleted)

§ 11.8 Compensation for Supplemental and Additional Services of the Landscape Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect times one and fifteen one hundredths percent (1.15 %), or as follows:

(Insert amount of, or basis for computing, Landscape Architect’s consultants’ compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

§ 11.9

(Paragraphs deleted)

When compensation identified in Section 11 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent estimate for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.9.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.10 The hourly billing rates for services of the Landscape Architect and the Landscape Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Landscape Architect’s and Landscape Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Partner/President	\$200.00
Sr. Principal	\$165.00
Principal	\$155.00
Sr. Project Manager	\$140.00
Project Manager	\$120.00
Landscape Architect/Sr. Planner	\$105.00
Landscape Architect/Planner	\$100.00
Project Planner	\$95.00
Controller	\$85.00
Administrative/Clerical	\$85.00

(Paragraphs deleted)

§ 11.11 Compensation for Reimbursable Expenses

§ 11.11.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting, application and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Landscape Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Landscape Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.11.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus one and one tenth percent (1.10 %) of the expenses incurred and are estimated to be \$20,000. All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, long distance telephone, renderings, meals, travel, etc.) in connection with this project are estimated, but not guaranteed to be 5% of the total contract amount. Owner will be responsible for paying permit, application and submittal fees directly. Only costs incurred will be billed.

§ 11.12 **Landscape Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect for the additional costs incurred by the Landscape Architect for the additional coverages as set forth below:

(Insert the additional coverages the Landscape Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Landscape Architect.)

To be determined if requested and/or required

§ 11.13 Payments to the Landscape Architect

§ 11.13.1 Initial Payments

§ 11.13.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.13.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Landscape Architect of To be determined if requested and/or required shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Landscape Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.13.2 Progress Payments

§ 11.13.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Landscape Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one half % 1 1/2 per month

§ 11.13.2.2 The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.13.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

To be determined if requested and/or required

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Landscape Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A – Buckwalter Park Phase One and Phase One Tennis Area

(Paragraph deleted)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

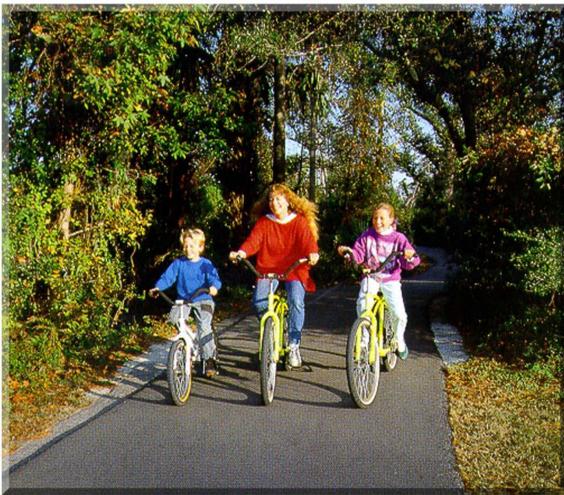
Andrea Atherton CIP Construction Manager
Beaufort County Engineering

(Printed name and title)

LANDSCAPE ARCHITECT (Signature)

Kyle H. Theodore, Vice President
Wood+Partners Inc.

(Printed name, title, and license number, if required)



MULTI-USE TRAIL



SOCCER FIELDS



EXISTING PARKING



EXISTING PAVILION / RESTROOM FACILITY

EXHIBIT A - BUCKWALTER PARK PHASE 1 AND PHASE 1 TENNIS AREA



Buckwalter Park

Conceptual Master Plan

Beaufort County, South Carolina

Wood+Partners Inc. **WPI**
Landscape Architects
Land Planners

P.O. Box 23949 ■ Hilton Head Island, SC 29925
843.681.6618 ■ www.woodandpartners.com

Professional Services (Architectural/Engineering) for Buckwalter Recreation Athletic Complex Expansion (BRACE)

RFQ 092520E

Summary Score Sheet - Initial Evaluations

Evaluators	WPI	GBA	FitFields	JMT	Beaufort Design Build	CHA
J. Wes Campbell	91	71	94	75	95	94
Mark Sutton	95	45	80	75	90	80
Matt Watts	93	80	92	87	91	96
Shannon Loper	97	72	94	86	92	95
TOTALS:	376	268	360	323	368	365

- 1. WPI 376
- 2. Beaufort Design Build 368
- 3. CHA 365
- 4. FitFields 360
- 5. JMT 323
- 6. GBA 268

Professional Services (Architectural/Engineering) for Buckwalter Recreation Athletic Complex Expansion (BRACE)

RFQ 092520E

Summary Score Sheet - Post Interviews

Evaluators	WPI	Beaufort Design Build	CHA
J. Wes Campbell	91	95	94
Mark Sutton	95	90	80
Matt Watts	98	92	89
Shannon Loper	98	92	86
TOTALS:	382	369	349

- 1. WPI 382
- 2. Beaufort Design Build 369
- 3. CHA 349



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB 012621E Dirt Road Paving Contract #52 (Year 2)
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (5 mins)
ITEM BACKGROUND:
Resolution 2019/24 established a 5 year Dirt Road paving program. Resolution 2021/1 amended this resolution changing the remaining 4 years of the program. Year two of the program now includes: Wright Place, Wickecliff Place, David Green Road and Harrison Island Road. <i>Item was approved at Public Facilities Committee March 15, 2021</i>
PROJECT / ITEM NARRATIVE:
On February 4, 2021 Beaufort County received one bid for IFB #011621E Dirt Road Paving #52 (year 2) from J. H. Hiers Construction. Analysis of the bid revealed no apparent cause for rejection. The bid at \$2,077,409 was under the Engineers Estimate of \$2,163,828. The Team of J. H. Hiers and Andrews Engineering have been building the County roads since 2004.
FISCAL IMPACT:
J. H. Hiers bid of \$2,077,409 with a 7% contingency for mucking and other unforeseen conditions totaling \$145,418 combines for a project total of \$2,222,827. The project will be funded from TAG Fees fund balance with a current balance of \$6,716,639.04.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award of IFB 012621E Dirt Road Paving #52 (Year 2) to J. H. Hiers Construction.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award IFB 012621E Dirt Road Paving #52 (Year 2) to J. H. Hiers Construction. <i>Next Step: Execute contract with J.H.Hiers Construction.</i>



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PURCHASING DEPARTMENT
106 Industrial Village Road, Beaufort, SC 29901

Exhibit 2- Revised Bid Form (Addendum #1)
Dirt Road Paving Contract #52 IFB #012621E

Road Name:	Total Cost:
Wright Place	\$ <u>459,065.64</u>
Wickecliff Place	\$ <u>217,430.18</u>
David Green Road	\$ <u>592,606.20</u>
Harrison Island Road	\$ <u>808,307.80</u>
Grand Total:	\$ <u>2,077,409.82</u>

Alternate:

Pointe Vista Road	\$ <u>278,001.10</u>
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* Total costs to include complete scope of services to include but not limited to

- Surveying
- Subsurface investigation and geotechnical evaluation
- Engineering
- Permitting
- Construction inspections
- SWPPP Inspections
- Construction
- As-Built Survey



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PURCHASING DEPARTMENT
106 Industrial Village Road, Beaufort, SC 29901

Exhibit 2- Revised Bid Form

Unit Prices

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| | \$40.00 / CY |
| 1. Muck and Fill | \$ /CY Removal & |
| disposal of unsuitable material and replacing with structural fill materials compacted
as required per specification. Bank CY measure. | |
| | \$6,325 / Apron |
| 2. Driveway Apron | \$ /Apron Excavation |
| & backfill for drainage swale, installation of driveway culvert, graded aggregate
base and standard road section asphalt pavement. | |

RESOLUTION 2021 / 01

A RESOLUTION AMENDING BEAUFORT COUNTY’S PRIORITIZED 5 YEAR DIRT ROAD PAVING PROGRAM.

WHEREAS, on June 10, 2019 Beaufort County Council adopted a prioritized 5 year dirt road paving program; and

WHEREAS, throughout the progress of the program, priorities have changed due to several unforeseeable factors when adopted as follows:

- (1) A petition for County portion of Eddings Point Road to be classified as a private road was approved by Beaufort County Council on October 26, 2020; and
- (2) Right of way acquisition is still underway on Davis Road and Twickenham Road; and
- (3) Due to a lack of funding, Year 1 was unable to be phased, therefore; has been reclassified as Year 2; and
- (4) At the request of Daufuskie Island Council a graded aggregate road surface will be provided in lieu of asphalt pavement. Frances Jones Road will be substituted for Prospect Road. All roads on Daufuskie Island will be completed together in order to save on contractor mobilization and hauling costs; and
- (5) The paving of Graves Road is a part of the Pepperhall Development Agreement approved by Beaufort County Council on February 1, 2019 and amended August 10, 2020.

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and

WHEREAS, improvements to these dirt roads provide better all-weather performance and reduces annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes the amended prioritized 5 Year Dirt Road paving program as attached:

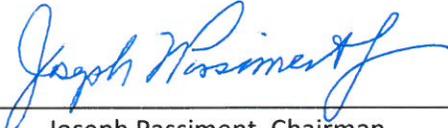
Adopted this 11th day of January, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Attest:



Sarah Brock, Clerk to Council

By: 

Joseph Passiment, Chairman

Beaufort County Dirt Road Paving - 5 Year Plan - Revised

23-Nov-20

Year 1 In Progress

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ACTUAL COSTS
Dirt Road Paving #51A							
5	Rice Road	0.25	complete	79.96	5	Broad River Blvd to Inwood Plantation Rd.	\$ 382,518
3	Salicornia Drive	0.29	complete	70.27	9	Marsh Hawk Dr to Terminus	\$ 424,092
3	Wards Landing Road	0.44	complete	64.52	17	Sea Island Pkwy to Worthington Rd	\$ 559,854
1	George Williams Lane	0.62	complete	95.17	2	Wm. Campbell Ln to Kelly Rd	\$ 729,697
Miles 51A		1.60				Contract #51A	\$ 2,096,161
							Year 1 - cost per mile
							\$ 1,310,101

Year 2 Recommendations (BP #52)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
10	Wright Place	0.24	complete	78.90	7	Squire Pope to Terminus	\$ 330,145
5	Wickecliff Place	0.08	complete	67.11	13	Palomino Dr to Terminus	\$ 110,048
3	David Green Road	0.46	complete	68.70	11	Capers Island to Terminus	\$ 632,779
6	Harrison Island Road	0.65	underway	95.73	1	Pinckney Colony to Terminus	\$ 894,144
Total Miles		1.43				Cost Estimate Total	\$ 1,967,116
							Year 2 - Estimate
							\$ 1,375,606

Year 3 Recommendations (BP #53)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
1	Twickenham Road	0.92	underway	80.36	4	Old Sheldon Church to Terminus	\$ 1,301,716
1	Northview Drive	0.42	none	75.26	8	Perry Clear Dr to Northview Dr (Pvt)	\$ 594,262
7	Rainbow Road	0.32	none	67.88	12	Gibbet Rd to Rainbow (Pvt)	\$ 452,771
Total Miles		1.66				Cost Estimate Total	\$ 2,348,748
							Year 3 - Estimate
							\$ 1,414,909

Year 4 Recommendations (BP #54) - *minor grading for drainage & 6" GABC*

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
9	Frances Jones	0.35	none	69.16	10	Pappy's Landing to Billy Burn Ln	\$ 420,000
9	Church Road	0.63	none	66.09	14	Haig Point Rd to School Rd	\$ 756,000
9	School Road	1.58	none	65.20	15	Benjies Point Rd to Oakridge Ln	\$ 1,896,000
Total Miles		2.56				Cost Estimate Total	\$ 3,072,000
							Year 4 - Estimate
							\$ 1,200,000

Year 5 Recommendations (BP #55)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
3	James D Washington	0.70	complete	63.54	18	Storyteller Rd to Orange Grove Rd.	\$ 1,054,631
5	Leo Green Road	0.38	underway	61.64	19	Broad River Blvd to Leo Green (Pvt)	\$ 572,514
2	Dolphin Watch Point	0.07	complete	60.66	20	Coosaw River Dr to Palmetto Grove Ln	\$ 105,463
Total Miles		1.15				Cost Estimate Total	\$ 1,732,608
							Year 5 - Estimate
							\$ 1,506,616



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Memorandum of Agreement between Beaufort County and The Bluffton Township Fire District (BTFD) for the Sun City EMS/Fire Station 34 renovation project
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Jared Fralix – Assistant County Administrator, Engineering (5 mins)
ITEM BACKGROUND:
Both Beaufort County EMS and the Bluffton Township Fire District (BTFD) operate first responder teams out of the Sun City Station. The current facility is space limited for the number of personnel assigned. It has no workout area, no room for ambulance restocking machines, and no clinic facility for walk-ins (a significant need next to the retirement community being served). It is deficient in the areas of kitchen, community room, biohazard handling, and office space. Finally, it has a bay for bunks but does NOT have individual bunkrooms, which are preferable for separation/privacy and for containment/spread of illness. <i>Item approved at Public Facilities Committee on March 15, 2021.</i>
PROJECT / ITEM NARRATIVE:
Beaufort County EMS and BTFD have tentatively agreed to equally fund a two-phase construction project. Phase I would build a new East Wing which would include: bunk rooms (8), bathrooms (male/female), laundry, and exercise rooms. Phase II would renovate the existing West Wing which would house the new clinic, new equipment vending area, and improved office space, community room, and kitchen. The project would also include a facility generator to keep it operational during inclement weather power outages.
FISCAL IMPACT:
Following the Architecture and Engineering design, the estimate for the project is approximately \$1,000,000 (subject to bid process/ selection). Of that amount, the MOA provides for BTFD and BC sharing the costs equally. Beaufort County’s contribution will be funded from the 2017 GO Bond.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval and execution of the Memorandum of Agreement between Beaufort County and the Bluffton Township Fire District for the Sun City EMS/Fire Station 34 renovation project.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval/deny the Memorandum of Agreement between Beaufort County and the Bluffton Township Fire District for the Sun City EMS/Fire Station 34 renovation project. <i>(Next step – Execute Memorandum of Agreement with Bluffton Township Fire District.)</i>

ARTICLE I

1. SCOPE OF WORK.

The Parties agree to be mutually financially responsible for the Work on the Facility. The Facility shall be occupied by both the BTFD and the EMS, whereby common space shall be mutually used and each entity shall be provided designated space for storing and maintaining equipment.

The County agrees to the Work on the Facility on or before Jan 1, 2022, and to diligently complete the Work of the Facility thereafter. The County agrees to keep BTFD advised as to the progress of the Work on the Facility and to work with BTFD to ensure the Facility is renovated/expanded in the manner as described herein.

The Work is intended to be in two phases to allow continued occupation of the Facility and operation of the Facility for both Parties. The County agrees to keep BTFD advised with respect to scheduling and status of permits to ensure a smooth transition between construction phases of the Work.

2. EFFECTIVE DATE AND TERM.

- a. *Effective Date.* This Agreement shall be effective as of the date first above written (the "Effective Date").
- b. *Term.* This Agreement has an initial term beginning on the Effective Date for a period of ten (10) years. This Agreement shall automatically renew for the same period of years, unless one of the Parties elects not to renew following the procedures for terminating this Agreement as stated in Article IV, Paragraph 3. This Agreement shall not be renewed more than two (2) times.

ARTICLE II: CONSTRUCTION OF FACILITY

1. CONTRIBUTIONS.

- a. *Contributions by the County.* The County agrees to provide the property upon which the Facility is located, and the Facility itself for the purpose of the Work and shall be responsible for fifty percent (50%) of the costs of the Work on the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to the County's procurement procedures including necessary approval by Beaufort County Council.
- b. *Contributions by BTFD.* BTFD shall be responsible for fifty (50%) of the costs for the Work on the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to BTFD's procurement procedures including necessary approval by their Board of Directors.

2. PROCEDURE.

- a. *Design and Permits.* The County has contracted with Beaufort Design Build to design the Work on the Facility. The design shall be approved in writing by both parties ("Final Design"). The Parties agree to each pay fifty percent (50%) of the costs associated with the design of the Facility and the applicable permits for the Project.
- b. *Changes to Design.* The Parties agree if either party requests a change to the Final Design,

equipment. In addition, the County shall be responsible for procuring general liability insurance in an amount not less than \$1,000,000.00. The County shall provide certificates of such insurance coverages to the County prior to commencement of construction of the Facility.

The BTFD shall be responsible for procuring its own contents coverage insurance. The BTFD shall provide the County with a certificate of commercial general liability insurance in an amount not less than \$1,000,000.00 and shall name the County as an additional insured on such policy.

ARTICLE IV: MISCELLANEOUS

- 1. **MUTUAL COOPERATION AND NOTICE.** Notwithstanding anything contained herein, the County and the BTFD each agree to cooperatively pursue their obligations set forth herein in good faith. All notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2027

With Copy to: Beaufort County Director of Public Safety
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2055

If to BTFD, To: Fire Chief
357 Fording Island Road
Okatie, SC 29909

- 2. **DEFAULT.** In the event of a default by either party, the non-defaulting party must allow the defaulting party a period of thirty (30) days in which to cure the alleged breach. If, after the receipt of such notice, the defaulting party has not cured the breach, the other party may elect to immediately terminate this Agreement. The non-defaulting party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to any action for specific performance of obligations recited in this Agreement. The defaulting party shall thereafter not be entitled to any compensation arising under this Agreement.
- 3. **TERMINATION.** After the initial term provided in Article I, Section 2 either party may terminate this Agreement by notifying the other party in writing with no less than six (6) months' notice; however the Parties agree to a consenting transition plan of at least twelve (12) months from the date of notice. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

This agreement shall automatically terminate if the following two conditions are met:
1) The Parties confirm in writing that the Work is complete; and
2) An Occupancy Agreement has been agreed upon and executed by both Parties.

- 4. **DISPUTE RESOLUTION.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not

limited to breach thereof, shall be first submitted to an agreed upon mediator. The disputing party shall be responsible for cost of mediation.

5. **LIABILITY.** Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Memorandum.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter
7. **CONFLICTING TERMS.** In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future agreements associated with the Facility, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.
8. **AMENDMENT.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
9. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
10. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
11. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
12. **CAPTIONS.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
13. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
14. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

15. **APPLICABLE LAW.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance, or other breach shall be filed in Beaufort County, South Carolina.

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

WITNESSES:

BEAUFORT COUNTY

By: _____
Eric Greenway
Beaufort County Interim Administrator

WITNESSES:

Bluffton Township Fire Department

By: _____
John W. Thompson, Jr.
Fire Chief, Bluffton Township Fire District



Jack Davis
 Account Executive
 Data Network Solutions
jdavis@datanetworksolutions.com
 (803) 991-3046
orders@DataNetworkSolutions.com

Patrick Hill
 Beaufort County Government
 Beaufort Industrial Village 104
 Industrial Village Rd Building 3
 Beaufort, SC. 29902
[email - phill@bcgov.net](mailto:phill@bcgov.net)
 phone - 843-255-7085

Quote:	QBCNUT020821-1
Project:	Lenovo / Nutanix 2 Node Quote HX5520 AHV cluster - 3yr support

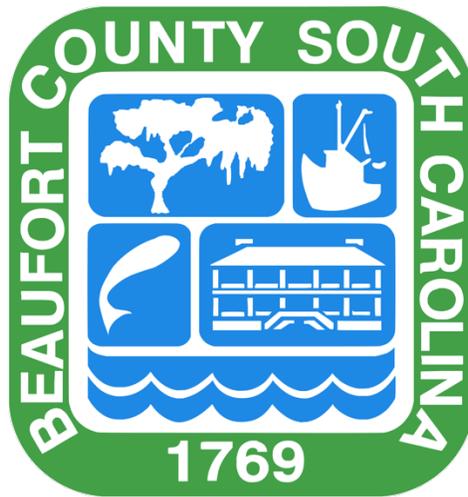
MFG	MFG PART#	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Hardware/Software:					
Lenovo	7X84S5U600	LENOVO DATA CENTER : custom HX5520 COB MC00112732 end 3/12/2021	2	\$ 57,424.77	\$ 114,849.54
Lenovo	5PS7A04030	LENOVO DATA CENTER : PROTECTION Ess Svc-3Y	2	\$ 457.88	\$ 915.76
Nutanix	LIC-FLOW-1YR-1	Flow License, 1 node valid for 1 year Nutanix	2	\$ 1,824.98	\$ 3,649.96
Installation Services:					
DNS	DNS Service	DNS Service for HX5520 HW & SW		\$ 6,000.00	\$ 6,000.00
				TOTAL	\$125,415.26

Contract: State of SC 4400019849
 Prepared by: Jack Davis
 Dated: 2/6/21 Prices valid for 30 days. Quote Expires: 03/08/2021
 DNS reserves the right to amend quotation if errors or omissions occur.
 All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS
 Taxes, Shipping and Handling not included, and are billed as incurred.
 Credit Card orders are subject to a 3% surcharge.
 Returned hardware may be subject to a 25 % restocking fee.
 All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.
 Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.
 **Purchase Orders can be emailed to orders@datanetworksolutions.com



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Purchase of additional Nutanix HCI Server System nodes – \$132,940.18
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Patrick Hill – Chief Information Officer (10 minutes)
ITEM BACKGROUND:
Hewlett Packard (HP) has announced that they will cease to support the Beaufort County HP server cluster system after 8/2021. This system was placed into production in 2016. HP will no longer provide updates, patches, firmware or helpdesk support for our HP server cluster.
PROJECT / ITEM NARRATIVE:
The Beaufort County IT Division is requesting approval to use the 2019B GO Bond "Information Technology Infrastructure" allocation to purchase 2 additional nodes to augment our existing Nutanix cluster (put into production in Dec. 2018) for \$132,940.18 (includes SC tax). Beaufort County IT will migrate 22 virtual servers used by County departments from the older HP system over to our Nutanix system. The Beaufort County departmental servers that this system will support will be the Detention Center, the Assessor’s Office, Record Management, Libraries, Register of Deeds, DSN, and IT. The vendor is on state contract for this item. Data Network Solution, Chapin, SC - State Contract Pricing (contract # 4400018985)
FISCAL IMPACT:
2019B GO Bond "Information Technology Infrastructure" allocation 40120011-54212
STAFF RECOMMENDATIONS TO COUNCIL:
The Information Technology Systems Management Department recommends that the Public Facilities Committee approve the purchase of the additional Nutanix HCI Server System nodes for the cost of \$132,940.18 (includes SC tax)
OPTIONS FOR COUNCIL MOTION:
The Information Technology Systems Management Department recommends that the County Council approve the purchase of the additional Nutanix HCI Server System nodes for the cost of \$132,940.18 (includes SC tax).



Beaufort County Government Nutanix Cluster Expansion

Prepared for: Patrick Hill, CIO

Prepared by: Michael Webb

Date: 3/2/21

Revision: 1.0

EXECUTIVE SUMMARY

Objective

Beaufort County Government has engaged Data Network Solutions (DNS) to provide certified resources to assist with expanding their existing Nutanix cluster, encompassing Lenovo hardware and Nutanix software. This expansion will support the current production environment and address the needs for additional resources and redundancy.

DNS is a Value-Added Reseller with strategic manufacturing and distribution partner relationships. These relationships, DNS engineering, and an uncompromising commitment to customer satisfaction provide a high level of excellence regarding sales, implementation, and support throughout our customer base. DNS, with our partnerships, will provide Beaufort County Government the requested services that will ensure interoperability in your environment to exceed your expectations.

DNS reserves the right to bring in additional resources, particularly manufacturer technical assistance, to help facilitate correct completion of the project. The additional resources will be at no cost to Beaufort County Government. DNS will not seek reimbursement from Beaufort County Government for any expenses related to travel, accommodations, or meals. DNS will provide technical assistance and project management for the project. With this outline of project requirements, DNS and Beaufort County Government will work together in good faith to address items not listed, and the project scope may require modifications.

Primary DNS Contacts

Name	Role	Phone	Email
Jack Davis	Account Executive	(803) 991-3046	jdavis@datanetworksolutions.com
Kevin Torgersen	Solutions Engineer	(843) 992-0027	ktorgersen@datanetworksolutions.com
Thomas Maddox	Manager of Professional Services Engineering	(704) 207-4932	tmaddox@datanetworksolutions.com
Michael Webb	Sales Engineer	(803) 448-4171	mwebb@datanetworksolutions.com

Primary Customer Contacts

Name	Role	Phone	Email
Patrick Hill	CIO	(843) 255-7044	phill@bcgov.net

PROFESSIONAL SERVICES SUMMARY

Customer Project Requirements

- Work with the Beaufort County Government staff to deploy (2) new Lenovo HX5520 Nutanix nodes, expanding their existing Nutanix cluster.

DNS Responsibilities & Deliverables

- Rack/Stack/Cable and Install two (2) Lenovo HX 5520 Nutanix nodes
- Foundation two (2) nodes to the latest stable version of AHV, as of start of project (Any additional upgrades will be a separate scope of work)
- Apply additional Nutanix Licensing to the Cluster
- Configure Networking for the new nodes in support of the Nutanix Cluster (IPMI/CVM/Hypervisor)
- Expand existing Nutanix AHV cluster adding (2) nodes.

General Responsibilities

- Provide knowledge transfer for the Beaufort County Government Staff on the day-to-day operations of the Nutanix environment addressing questions from the team. This will be delivered throughout the deployment and implementation.
- Complete required training to access and work in Beaufort County Government Data Center environment.
- Adhere to data privacy requirements as outlined by Beaufort County Government and respect intellectual property to which we are exposed.
- Anything not listed above requires scope modification as indicated under project logistics.
- Any after business hours work required will be on an as available basis by the DNS engineer and is in no way guaranteed. Additional charges will be incurred based on the specific desire or need.

Customer Responsibilities

- Customer will assign a project lead that will work with the DNS onsite engineer during the duration of the project.
- Provide appropriate resources on scheduled dates.
- Customer will ensure software manufacturer support is available for any Linux VM appliances
- Provide physical and logical components for connectivity of the new storage array
 - 10 GbE network ports
 - IP addressing, routing, and security policies and modifications as needed
 - Provide adequate rack-space, power & cooling for all new equipment
- Provide appropriate software licensing in support of this project
- Customer maintains active support/maintenance agreements with all components in scope of this project
- Provide adequate rack-space, power & cooling for all new equipment
- Provide advanced notice of schedule changes that affect scheduled work.
- Provide advanced access to required training and privacy standards for systems with which DNS resources will engage.
- Provide network and/or internet access as needed during the duration of the engagement with DNS resources.

Mutual Responsibilities

- Validation and acceptance testing, against success criteria agreed upon in the workshop

Assumptions

Due to the COVID19 Pandemic, Remote Sessions will be the preferred delivery method for this project. Any on-site assistance must adhere to DNS, Beaufort County Government, State and Local Policy/Regulations.

PROJECT LOGISTICS

Communications & Project Management

Your account team listed above will be the primary point of contact throughout the engagement and will provide project oversight and management. Should additional resources need to be introduced they will be brought in by your account team. Escalations for issues can go to the DNS Manager of Sales Engineering and/or Manager of Professional Services Engineering as needed.

Project Modifications

Modifications to this statement of work will require participation from both Beaufort County Government management and the DNS account team and will be documented in a new statement of work issued once changes have been agreed upon.

Work Hours

DNS will work with Beaufort County Government to determine what environmental changes can occur at which times and provide scheduling according to customer and technological requirements.
Regular Work Hours are: Monday through Friday, 8am – 5pm excluding nationally observed holidays.
Weeknight Hours are: Monday 5pm through Friday 8am excluding nationally observed holidays.
Weekend Hours are: Friday 5pm through Monday 8am excluding nationally observed holidays.
Holiday Hours are: Any nationally observed holiday and weekend days adjoining those holidays.

Work Location(s)

Work shall be performed at the following Beaufort County Government location(s):

- 100 Ribaut Rd Beaufort, SC 29902
- Remote

Delivery Methodology & Timeline

Services may be delivered in person or via remote access as agreed between DNS and Beaufort County Government.

Unless specified otherwise, all work is to be completed within one calendar year of the issuance of a purchase order for these services. All projects are scoped as Firm Fixed Price engagements unless otherwise outlined in this section, with project completion contingent on the successful implementation of deliverables listed under DNS Responsibilities & Deliverables.

Confidentiality

All information contained within this statement of work are the intellectual property of Data Network Solutions, and will not be shared outside of the relationship between DNS and Beaufort County Government without express written permission of the DNS account executive.